

# CREDIT ACCOUNT APPLICATION

CREDIT LIMIT:



## COMPANY DETAIL

### TRADING DETAILS

Trading Name in Full	
Name of Parent Company (if applicable)	
Business Address (ex. the Restaurant's)	
Head Office Address	
Company No./ Registration Date	
VAT Registration No.	
Email / Website	
Tel. No	

### TRADING REFERENCES

1. Name of Company	Name of Sales Rep
Tel.	Email
2. Name of Company	Name of Sales Rep
Tel.	Email

### ACCOUNT DETAILS

Name of Contact/ Position	
Invoice Address	
Telephone No./ Fax No.	
Email Address	

### BANK DETAILS (Please specify if BUSINESS or PRIVATE account):

NAME OF BANK	ACC NO.	SORT CODE
ACC NAME IN CHEQUE / REFERENCE IN BAC		

## SIGNATORY

(It is important to fill all this part with accurate information. In the case that it proves as false, the application will be annulled)

### PERSON RESPONSIBLE FOR PAYMENT

NAME (Full name in print)	
POSITION within COMPANY (Authorising Position Only)	
TEL No.	
Mobile No.	
Email Address	

### DATE OF DECLARATION

## SIGNATURE

I Request To Open A Credit Account. I Being An Authorised Signatory Of This Organisation, Agree That True World Foods Uk Ltd Will Receive Payments Within The Attached Agreed Terms And Conditions That I Have Read, Understood And Agree With Twf Uk Ltd Of Sales.

## TERMS and CONDITIONS

### 1. DELIVERY

- 1.1. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 1.2. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions or authorisations:
  - (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 1.3. The Customer shall provide at the Delivery Point and at its expense adequate and appropriate space for loading the Goods.

### 2. NON-DELIVERY

- 2.1. The quantity of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 2.2. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for such Goods.

### 3. RISK/TITLE

- 3.1. The Goods are at the risk of the Customer from the time of delivery.
- 3.2. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
  - (a) the Goods; and
  - (b) all other sums which are or which become due to the Company from the Customer on any account.
- 3.3. Until ownership of the Goods has passed to the Customer, the Customer shall:
  - (a) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
  - (b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (c) maintain the Goods in satisfactory condition and keep them on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company.
- 3.4. The Customer's right to possession of the Goods shall terminate immediately if:

the Customer has a bankruptcy or winding up order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) or has a receiver, administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer.

Or

the Customer encumbers or in any way charges any of the Goods.

**DATE:**

**SIGNATURE:**

3.5. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

3.6. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or to recover them.

**4. PRICE**

4.1. Unless otherwise agreed by the Company, the price for the Goods shall be the price set out in the invoice on the date of delivery.

**5. PAYMENT**

5.1. Payment of the price for the Goods is due in pounds sterling on the terms agreed with the Company which the Goods are delivered or deemed to be delivered.

5.2. Time for payment shall be of the essence.

5.3. No payment shall be deemed to have been received until the Company has received cleared funds.

5.4. All payments payable to the Company shall become due immediately on its termination despite any other provision.

5.5. The Customer shall make all payments due in full without any deduction whether by way of set-off, counterclaim, discount otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

5.6. If the Customer fails to pay the Company any sum due, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis until payment is made, whether before or after any judgment and all costs, including legal costs and debt collection agency costs incurred in collecting any sum due pursuant to the Contract.. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

**6. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the delivery or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice in writing to the Company to terminate the supply

**DATE:**

**SIGNATURE:**