



Credit Account
Application

This application form is your first step towards becoming a part of our team!

Please fill out the following pages with the correct details & email it over to
sales@safedrivesystems.co.uk

BUSINESS DETAILS

Business Name	<input type="text"/>	Reg. Number	<input type="text"/>
Contact Name	<input type="text"/>		
Business Email	<input type="text"/>	Phone No.	<input type="text"/>
Registered Business Address	<input type="text"/>		
Delivery Address (if different from above)	<input type="text"/>		
Type of Business	<input type="text"/>	Year Formed/Registered	<input type="text"/>
Approx. Monthly credits required	<input type="text"/>		
Accounts Email	<input type="text"/>	Price list Email	<input type="checkbox"/> keep you updated with our latest prices
		Marketing Email	<input type="checkbox"/> we'd like to send occasional special offers

We wouldn't want you to miss out on our great discounts. You can unsubscribe at any time.

DIRECTOR/PROPRIETOR DETAILS

Full Name	<input type="text"/>
Address	<input type="text"/>

BANK DETAILS

Bank Name	<input type="text"/>		
Branch Address	<input type="text"/>		
Sort Code	<input type="text"/>	Account No.	<input type="text"/>

TRADE REFERENCES

Business Name 1	<input type="text"/>	Contact Name	<input type="text"/>
Phone No.	<input type="text"/>	Email	<input type="text"/>
Business Name 2	<input type="text"/>	Contact Name	<input type="text"/>
Phone No.	<input type="text"/>	Email	<input type="text"/>

1. The company terms and conditions of trading require that payments must be made at the end of the calendar month following that in which delivery takes place.
2. The company reserves the right to suspend delivery of any order without notice, should the account become overdue by more than seven days.
3. All orders are accepted subject to the company terms and conditions of sale.

We have received and accepted the company terms and conditions and hereby apply for a monthly credit account.

Name (print)	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
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SUPPLY OF GOODS

1. INTRODUCTION

These conditions ('the Conditions') constitute the terms and conditions on which **Safe Drive Systems Limited** ('the Company') supplies goods ('the Goods') to you ('the Customer'). Upon placing an order with the Company, the Company shall supply each Customer with a delivery note ('the Delivery Note'), each Delivery Note supplied by the Company together with these Conditions constitutes a contract ('the Contract') between the Customer and the Company. These Conditions shall prevail over any inconsistent terms or conditions contained, or referred to, in any purchase order, terms and conditions, confirmation of order or acceptance of a quotation supplied by the Customer, or implied by law, practice or course of dealing.

2. APPLICATION OF TERMS

- 2.1 These Conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these Conditions. Nothing in this Clause shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.2 No order placed by the Customer shall be deemed to be accepted by the Company until the Company either confirms acceptance of the order to the Customer (verbally or in writing) or produces and issues a Delivery Note to the Customer (whichever is the sooner)
- 2.3 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

3. DESCRIPTION

- 3.1 The quantity and description of the Goods shall be as set out in the Company's delivery note.
- 3.2 All samples, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the contract and this is not a sale by sample.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Customer's place of business.
- 4.2 Where orders are placed by 4pm Monday to Friday, the Company shall use its reasonable endeavours to ensure that the Goods ordered are delivered the next business day. However, time for delivery is not of the essence and shall not be made of the essence by notice.
- 4.3 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Goods, nor shall any delay entitle the Customer to terminate or rescind the Contract.
- 4.4 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, documents, licences, or authorisations:
 - (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence); and
 - (b) the Goods shall be deemed to have been delivered;
- 4.5 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of Clause 8.
- 4.6 Each instalment shall constitute a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other order or instalment.

5. NON-DELIVERY

- 5.1 The quantity of any consignment 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.
- 5.2 The Company shall not be liable for any non-delivery unless the Customer gives written notice to the Company of non-delivery within 7 days of the date when the Goods, would in the ordinary course of business, have been received.
- 5.3 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 at the pro rata Contract rate against any invoice for such Goods.

6. RISK/TITLE

- 6.1 The Goods are at the risk of the Customer from the time of delivery
- 6.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or in cleared funds) all sums due to it in respect of:
 - (a) the Goods
 - (b) all other sums which are or which become due to the Company from the Customer on any account.
- 6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:
 - (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) 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;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 6.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
 - (a) any sale shall be effected in the ordinary course of the Company's business at full market value; and
 - (b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

- 6.5 The Customer's right to possession of the Goods shall terminate immediately if:
- (a) the Customer has a bankruptcy 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 (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a 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 its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
 - (c) the Customer encumbers or in any way charges any of the Goods.
- 6.6 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.
- 6.7 The Customer grants to 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, where the Customer's right to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold to the Customer in the order in which they were invoiced to the Customer.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Clause 6 shall remain in effect.
- 7. PRICE**
- 7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list in force on the date of delivery or deemed delivery. The Customer accepts that the Company's price list is revised annually and a new price list shall be issued to the Customer by post on or about 1st July each year, such price list to be effective 1st August. The Company reserves the right to supply an interim price list to the Customer at any time during the year to reflect increases in the cost of raw materials.
- 7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amount the Customer shall pay in addition when it is due to pay for the Goods.
- 8. PAYMENT**
- 8.1 Subject to condition 8.4, payment of the price for the Goods is due in pounds sterling within 60 days of the date of the invoice.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set off, counterclaim, discount, abatement or 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.
- 8.6 The Company reserves the right to claim interest under the late Payment of Commercial Debts (Interest) Act 1991.
- 9. QUALITY**
- 9.1 The Company is not the manufacturer of the Goods and does not offer any warranty or guarantee in relation to them. The Company shall use its reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to the Company by the manufacturer.
- 10. LIMITATION OF LIABILITY**
- 10.1 Subject to Clauses 4, 5, and 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Customer of any of the Goods, or of any product incorporating the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (c) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price for the Goods giving rise to the liability;
 - (b) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract.
- 11. ASSIGNMENT**
- 11.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract 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 60 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. GENERAL

- 13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.5 For the purposes of these Conditions a 'business day' shall mean Monday to Friday excluding all bank and public holidays in England.
- 13.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14. NOTICES

- 14.1 Any notice served by either party under the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
 - (a) in case of communications to the Company to its registered office or such changed address as shall be notified to the Buyer by the Company; or
 - (b) in case of the communications to the Customer to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.
- 14.2 Communications shall be deemed to have been received:
 - (a) if sent by pre-paid first class post, two business days after posting (exclusive of the day of posting); or
 - (b) if delivered by hand, on the day of delivery; or
 - (c) if sent by fax on a working day prior to 4.00 pm, at time of transmission and otherwise on the next working day.

I the undersigned do hereby agree to the terms and conditions as detailed above.

Signature		Print	
Position		Company	