

Trade Account Application Form
T H Brown Limited t/a Kitchens on Tap

Section 1 Please complete if you are a Limited/PLC/LLP/IP Only (If not pls go to Section 2)

Incorporated Name:
 Trading Name (if different from above)
 Registration number (Note: this is not your VAT No)

Please proceed to Section 3

Section 2 Please complete if you are a Sole Trader, an Unincorporated Partnership, Government Body, Local Authority or a Self Build

Trading Name:	Title
Surname:	Surname
First Name: Middle Initial(s)	First Name: Middle Initial(s)
Date of Birth:	Date of Birth:
Home Address:	Home Address:
Post Code:	Post Code:
If less than 3 years at current address, please supply previous address(es) to cover at least 3 years (attach separate sheet if required)	

Please proceed to Section 3

Section 3 Contact and Financial Details

Monthly Credit Limit Required: £

Type of business/organisation:

Email Address:

Trading Address:Post Code:

Invoice/Statement Address (if different from the above)Post Code:

Telephone No: Mobile No:

Fax No:

Account Contact Name* Position: Tel No:

* This should be someone we can contact if we have any query with regard to the completion of this form.

Please proceed to Section 4

Section 4 Legal Requirements

By signing this Agreement you accept that:

- a) You have read and understood our Terms & Conditions overleaf that may be varied by us from time to time.
- b) The information given by you when applying for this account is correct and we may rely upon it.
- c) You are authorised to bind the Account Holder to this Agreement by signing it.
- d) We reserve the right to decline applications and amend or withdraw credit accounts subject to status and/or company policy.
- e) You will supply a relevant purchase order reference with every order, and that we retain the right to withhold delivery until such validation has been received.

Please supply a copy of your company letterhead giving registration number and registered address, if applicable.

I, the Director agree to guarantee performance of all financial obligations of the company and its subsidiaries to T H Brown Limited and its subsidiaries.

Signature:

Name (PRINT)

Position:

Date:

(Please note in the case of an incorporated business, this form must be signed by a Director)

It is important that you read and understand the section entitled **Terms of Product Supply**. By signing this application, you agree that we can use your information in this way.

Checklist

Company Letterhead enclosed (please tick)

Please ensure you have completed Section 1 or Section 2 plus Sections 3 and 4

Terms of Product Supply

1 Delivery & Title

1.1 Title in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall hold the goods on a fiduciary basis as bailee and shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

2 Limited Companies – Guarantee

2.1 Those signing the Trade Credit Account Application Form on behalf of limited companies do so as guarantor and irrevocably undertake to guarantee the payment of all monies owing to us by the relevant limited company, if we believe that the limited company cannot meet its obligations.
2.2 If the limited company goes into receivership, liquidation or administration, the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable him to pay all monies owed to us by the limited company.

3 Age Requirements for Specific Goods

3.1 Where you place an order for age-restricted goods such as solvents and knives, you confirm that you are over the age of 18 and that delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order if we reasonably believe you are not legally entitled to order certain goods.

4 Termination

4.1 We may suspend further supply or delivery, stop any goods in transit or terminate our contract, if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

5 Force Majeure

5.1 We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by an event or circumstance beyond our reasonable control (including without limitation, strikes, lockouts and other industrial disputes).

6 General

6.1 If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.

PAYMENT TERMS: 14 days from either collection or delivery of products.