

# CREDIT ACCOUNT APPLICATION

I/We make this application to open a Credit Account with Emporio UK Ltd.

I/We understand that your Interest Free EasyPayment Plan payments must be paid as notified and by monthly Standing Order. I/We understand that your Terms Account credit terms are that payment is due promptly on the 15<sup>th</sup> day of the month following the date of invoice and that if granted credit, I/we agree to pay in accordance with these terms.

I/We also acknowledge and accept the Conditions of Sale detailed on the reverse of this application form.

**A COPY OF YOUR LETTERHEAD MUST ACCOMPANY THIS APPLICATION**



DATE

PLEASE PRINT YOUR NAME HERE

PLEASE SIGN HERE (All Partners if applicable)

PLEASE STATE YOUR POSITION IN THE ORGANISATION – DIRECTOR / SOLE TRADER / PARTNER.

NAME & BUSINESS ADDRESS

POSTCODE:

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

REGISTERED OFFICE ADDRESS (Limited Company) or PRIVATE ADDRESS (non Limited Company)

ARE YOU A LIMITED COMPANY? \_\_\_\_\_

WHAT IS YOUR COMPANY REGISTRATION NUMBER? \_\_\_\_\_

7. NAME (s) & ADDRESS (es) OF OTHER CO. DIRECTORS OR PARTNERS

A

B

C

HOW LONG ESTABLISHED

NAME OF OWNER (IN RESPECT OF A PRIVATE ADDRESS)

No. OF EMPLOYEES

IF YOU ARE PART OF A GROUP OF COMPANIES, A SUBSIDIARY OR ASSOCIATED WITH ANY OTHER COMPANY, PLEASE GIVE DETAILS:

## TRADE ENQUIRY

BUSINESS TYPE (Tick appropriate box)

- HEALTH FOOD SHOP
- HEALTH CLUB / GYM
- OTHER (Please specify)

ACCOUNT TYPE REQUIRED (Tick appropriate box)

- PRO-FORMA
- INTEREST FREE EASY PAYMENT PLAN
- 15<sup>TH</sup> OF FOLLOWING MONTH (Terms Account)

INTERESTED IN (Tick as many boxes as necessary)

- EPOS SYSTEM
- EPOS INSTALLATION AND TRAINING
- WEBSITE
- WEBSITE INTEGRATION TOOLS
- CONSUMABLES (Till Rolls, Shelf Edge Labels etc.)

CURRENT SUPPLIERS:

## FOR OFFICE USE ONLY

- SHOPPER LOOK UP ACCOUNT CREATED
- RMS ACCOUNT CREATED

HOW MUCH CREDIT DO YOU REQUIRE?

£ \_\_\_\_\_

ADDRESS FROM WHICH THE ACCOUNT WILL BE PAID IF DIFFERENT TO ABOVE:

TEL NO:

CONTACT NAME:

FOR ACCOUNT QUERIES:

DO YOU REQUIRE A MONTHLY STATEMENT?

ADDRESS TO WHICH INVOICES SHOULD BE SENT:

## TRADE REFERENCE 1

NAME:

CONTACT NAME:

ADDRESS:

TEL:

FAX:

## TRADE REFERENCE 2

NAME:

CONTACT NAME:

ADDRESS:

TEL:

FAX:

## Conditions of Sale

In these conditions "the company" means Emporio UK Ltd and "the agreement" means these conditions together with any contract in which they may be incorporated by reference or otherwise. "Goods" refers to all orders placed with Emporio UK Ltd.

### 1 Ruling Conditions

Unless special terms are explicitly agreed in written correspondence, all contracts of sale made by the company are subject to those conditions. In particular the company accepts the customer's order of goods upon these terms to the exclusion of any printed terms or conditions of the customer, which shall not form part of the agreement. Acceptance of goods from the company shall be conclusive evidence before any court or arbiter that these conditions apply thereto.

### 2 Quotations and Prices

Quotations are not binding on us until we have accepted an order in writing and we reserve the right to revise quoted prices and charges in the event of any change in our costs and/or prevailing conditions between the date of quotation and the date of despatch. The acceptance of our quotation or price must be accompanied by sufficient information to enable us to proceed with the order forthwith otherwise our quotation or price shall be subject to amendment by us to cover any increase in cost which takes place after acceptance.

### 3 Payment

- a) Payment Ledger Accounts are opened subject to satisfactory references and credit checks.
- b) Unless specifically agreed in writing, payment terms are 15<sup>th</sup> of the month following invoice date.
- c) If our terms of payment are not adhered to Emporio UK Ltd shall be entitled to cancel the contract or suspend any further deliveries but we shall nevertheless be entitled to claim against the customer for any loss in consequence of non-completion of contract.
- d) If the customer is a Limited Company, LLP or any other entity and the said company fails to make payment on demand then the company directors singularly become liable for any outstanding amount.
- e) If the customer fails to make payment as specified in clause 3b, then the company shall be entitled to charge interest on the amount unpaid at the rate of 2 per cent per annum above the base rate of National Westminster Bank PLC from time to time until payment is received in full.

### 4 Delivery

- a) Unless otherwise specified in our quotation or contract, carriage will be charged on all orders.
- b) Goods are despatched on or before the date of invoice and no responsibility is accepted for delays in transit. Every effort will be made to keep to any dates specified but the company accepts no liability in case of failure to do so unless it has given an express undertaking in writing to affect delivery within a specified time. Delivery is deemed to have taken place once the buyer has signed for the goods.

### 5 Non Delivery and Shortages

- a) Customers are requested to examine all goods delivered upon arrival and to advise carriers representative concerned, at time of receipt, of any apparent damage, shortage or irregularity. Claims for incomplete, damaged or defective goods must be made to us, in writing, within 7 days from date of delivery.
- b) If the goods are not delivered within 14 days of the company's invoice you must notify Emporio UK Ltd in writing.

### 6 Defects

- a) In the event of any article being defective in materials or workmanship when delivered we undertake or replace or at our option repair the article free of charge. Our liability is limited to such replacement or repair, which shall be deemed a complete fulfilment of our contract.
- b) We shall be under no liability whatsoever for any consequential damage, loss or other expenses whether arising out of contract, negligence or otherwise.
- c) In the event of any complaint or any other article being defective in materials or workmanship when delivered, notification must be made to us immediately and we are to be allowed a reasonable time to enable us to replace or repair any article, providing that all defective articles are returned to us in the state in which they were supplied by us. We shall be under no liability for defective parts damaged in transit whether due to unsatisfactory packaging or otherwise.

### 7 Value Added Tax

All prices are exclusive of value added tax where applicable, which will be charged at the current rate.

### 8 Retention of Title

- a) Property, legal and beneficial in any goods supplied by the seller shall pass to the buyer only when the seller has received full payment for all sums then owed by the buyer to the seller.
- b) Goods in respect of which property has remained with the seller shall be identifiable as those of the seller, and the buyer shall at its own expense immediately return such goods to the seller, or permit the seller to enter into the buyers premises to collect such goods should the seller so request.
- c) Risk shall pass to the buyer with possession of the goods.

**I/We have read and accept your credit conditions, as printed above, and hereby apply for a credit account with terms of 15<sup>th</sup> of the following month. By signing this form I/we give consent to perform any credit check/consumer check that is deemed necessary in accordance with this credit application. This form is subject to change without notice.**

Signed: \_\_\_\_\_ Name of Director: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name of Director: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name of Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Bank Status Enquiry Request Form**  
(This will be sent to your bank for a reference)

Dear Sir / Madam,

We request your opinion as to the means and standing of:

**Bank Account Name:** \_\_\_\_\_

**Account Holder's Name:** \_\_\_\_\_

**Account number:** \_\_\_\_\_

**Sort Code:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Postcode:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**And their trustworthiness in the way of normal business engagements to the extent of:**

£ \_\_\_\_\_ per month

**You will find their written consent below.**

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**Consent** (to be signed by applicant with bank account authority)

I / We \_\_\_\_\_ consent to

\_\_\_\_\_ Bank PLC

**Address** \_\_\_\_\_

\_\_\_\_\_

**Providing a reference to Emporio UK Ltd**

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Note: Any bank charges incurred will be paid for by Emporio UK Ltd.*