

**First Stop Catering & Hygiene Supplies Ltd
CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

BUSINESS CONTACT INFORMATION			
Company trading name	Delivery address including post code	Contact on site	Phone Email
Full registered business name (If different from trading name)	Registered business address (If different from trading name) including postcode	Accounts Address and accounts contact	Phone Email
Date business commenced	Company registration number	VAT registration number	
Length of time at current address	<input type="checkbox"/> Sole trader <input type="checkbox"/> Partnership <input type="checkbox"/> Ltd Company <input type="checkbox"/> Charity		

BANK INFORMATION			
Bank name			
Bank Address			
Phone		Fax	
Account number		Sort Code	

BUSINESS/TRADE REFERENCES			
Company name		Phone	
Address (including postcode)		Fax	
		E-mail	
Type of account		Approximate monthly spend	
Company name		Phone	
Address (including postcode)		Fax	
		E-mail	
Type of account		Approximate monthly spend	

AGREEMENT

By submitting this application:

- You authorise First Stop Catering & Hygiene Supplies Ltd to make enquiries into the banking and business/trade references that you have supplied.**
- By submitting this application you confirm that you have read and agree to our terms & conditions**

SIGNATURES			
Signature		Signature	
Name and Title		Name and Title	
Date		Date	

*Please enclose a copy of headed note paper or compliments slip for our records

Terms and conditions of sale for credit accounts

1. Interpretation

- i. In these conditions: **Buyer** means the person who makes the purchase of goods & services from First Stop Catering & Hygiene Supplies Ltd or who authorises the Seller to make a purchase on their behalf.
- ii. **Seller** means First Stop Catering & Hygiene Supplies Limited, a company registered in England under number 2610064
- iii. **Conditions** means the standard terms and conditions of sale for account customers set out in this document and includes any special conditions agreed in writing between the Buyer and the Seller.
- iv. **Website** means the website operated by First Stop Catering & Hygiene Supplies Ltd (FSS)
- v. **Writing** includes facsimile transmission and comparable means of communication.
- vi. **Goods** means products & services supplied by FSS
- vii. The headings of these conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

- i. Goods may be purchased in a number of ways, either directly by the Buyer online using the FSS website or by purchase order or by telephone. In all cases the Buyer acknowledges that the sale has occurred.
- ii. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Price of the Goods

- i. The Seller shall sell and the Buyer shall purchase the Goods at a price which can be set in a number of ways. The Buyer may purchase the Goods at a price given by the Seller's price listing on the Website, by the Buyer agreeing a quotation with the Seller, or in line with a price agreement already agreed upon by the Buyer and the Seller.
- ii. The price is exclusive of any applicable Value Added Tax (VAT) or other tax on sales, which the Buyer shall additionally be liable to pay the Seller.
- iii. The Seller reserves the right to increase the price prior to delivery and the buyer will be given notice should this be necessary

4. Terms of payment

- i. Subject to any special terms agreed between the Buyer and the Seller the Seller will invoice the Buyer once the order process is complete and goods have been delivered to the Buyer.
- ii. The Buyer shall pay the price of the goods within 30 days of the date of the Seller's invoice. Any alterations to this payment term have to be agreed in writing with the Seller.
- iii. If the Buyer fails to make payment on the due date then, without prejudice to any other remedy available to the Seller, the Seller shall be entitled to:
 - a. Cancel the Contract or suspend further services for the Buyer.
 - b. Charge interest on overdue invoices and reasonable recovery costs. The Seller understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under late payment legislation if not paid according to agreed terms.

For account holders in the UK: Interest will be charged at the late payment reference rate plus 8%.

For account holders in the EU: Interest will be charged at the ECB base rate plus 7%.

For account holders in the US and Rest of the World: The Seller will claim interest if we are not paid according to agreed terms, at the rate of the Bank of England base rate plus 8% according to agreed terms, at the rate of the Bank of England base rate plus 8%.

5. Delivery

The Seller will endeavor to supply the goods within 72 hours of accepting order. The Seller reserves the right to impose a delivery charge for orders under £50 (excluding VAT) Delivery charges may vary outside local area.

6. Credit Account Terms

The Buyer agrees that the Seller has the right to set Credit Limits on the account as they see fit and to withhold further credit at the Seller's discretion.

The Seller has the right at all times to terminate the Credit account and not to allow any future purchases.

7. Insolvency

a. This clause applies if:

- i. The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject of an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- ii. A receiver is appointed, of any of the property or assets of the Buyer; or
- iii. The Buyer ceases, or threatens to cease, to carry on business; or
- iv. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
 - i. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further
 - ii. Deliveries of Goods to the Buyer without liability to the Buyer, and if the Goods have been delivered but not paid for then the price for them shall become immediately due and
 - iii. Payable notwithstanding any previous agreement or arrangement to the contrary.
 - iv. If this clause applies; if the Buyer is a Limited Company, A Limited Liability Partnership, or Limited Partnership; the Seller may require the Director/s to personally agree to pay First Stop Catering & Hygiene Supplies Ltd in the event of a non-payment or delay in payment.

8. General

- i. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or
 - ii. Principal place of business or other such address as may at the time be relevant having been notified pursuant to this provision to the party giving notice.
- b. The Seller's Conditions of Sale will apply exclusively to all dealings between the Seller and the Buyer.
 - c. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
 - d. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions
 - e. And the remainder of the provisions in question shall not be affected.
 - f. The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.