



Charles Birch Ltd. 4 Brown Lane West, Leeds LS12 6BH (0113 243 1155)

**Application for Credit Facilities**

Failure to answer **ALL** questions could lead to our refusal of credit facilities

**About your Business**

Full Trading name of Applicant \_\_\_\_\_

Trading Address \_\_\_\_\_

Post Code [ ][ ][ ][ ][ ][ ][ ][ ]

Telephone No. (inc. STD) \_\_\_\_\_

Length of time at present address [ ] Years [ ] Months

Previous address if less than 3 years \_\_\_\_\_

Post Code [ ][ ][ ][ ][ ][ ][ ][ ]

Registered Office Address\* \_\_\_\_\_

Post Code [ ][ ][ ][ ][ ][ ][ ][ ]

Telephone No. (Inc. STD) \_\_\_\_\_

If the business is a partnership please give full names of all partners

Partner \_\_\_\_\_

Partner \_\_\_\_\_

**Personal Details**

Your Details

Mr/Mrs/Ms/Other \_\_\_\_\_ Surname \_\_\_\_\_

First Names \_\_\_\_\_

Home Address \_\_\_\_\_

Post Code [ ][ ][ ][ ][ ][ ][ ][ ]

Telephone No. (inc. STD) \_\_\_\_\_

Partners Details (Additional partners details must be given on a separate piece of paper)

Mr/Mrs/Ms/Other \_\_\_\_\_ Surname \_\_\_\_\_

First Names \_\_\_\_\_

Home Address \_\_\_\_\_

Post Code [ ][ ][ ][ ][ ][ ][ ][ ]

Telephone No. (inc. STD) \_\_\_\_\_

If you have lived at your current address for less than 3 years please supply your previous address details on a separate piece of paper

VAT Number\*

|     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

Company Registration Number\*

|     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] | [ ] |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

Business Type? \_\_\_\_\_

Time in this trade? [ ] Years

Type of premises? \_\_\_\_\_

Structure of Organisation

- Sole Trader
- Partnership
- Private Limited Company
- Government Department
- Other (Please specify)

Please estimate the amount of credit required £ \_\_\_\_\_

I have read and understood your **Conditions of Sale**. Therefore I agree that payment of all accounts will be received by you (our supplier) within your stated credit terms and that interest may be charged on all overdue accounts, at the current bank rate at your discretion. I also understand that you may carry out searches using a Licensed Credit Reference Agency, which may also be recorded.

I understand that my personal data shall be processed in accordance with the General Data Protection Regulations (GDPR).

I agree

Any further information regarding privacy can be viewed on our website [www.charlesbirch.com](http://www.charlesbirch.com).

Signed \_\_\_\_\_

Print \_\_\_\_\_

Signed \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

## TERMS & CONDITIONS OF SALE

1. Any variation to the conditions outlined below are inapplicable unless accepted in writing by **Charles Birch Ltd.**
2. All prices in our literature were correct at the time of going to press. However the seller reserves the right to alter prices and discontinue products without prior notice. All prices shown are subject to VAT at the current rate (UK only).
3. All descriptions in our literature and website are approximate and are not subject to a guarantee of accuracy.
4. Where a period is named for the delivery and such period is not extended by mutual consent in writing the buyer shall take delivery within that period.
5. Any date for delivery named by the seller is subject to alteration at the seller's discretion and the seller shall not be liable for any such delay.
6. No condition is made or any warranty given as to the life and wear of goods supplied.
7. Goods represented by the buyer to be defective shall not form the subject of any claim for any loss, damage or expense incurred by the buyer, but such goods - if returned to the seller and accepted by him as defective – will (at the request of the buyer) be replaced as originally ordered (if practical) or a credit given to the value of the defected goods by the seller to the buyer. Defects in quality or quantity in any delivery shall not be grounds for cancellation of the remainder of the order or for the payments of goods supplied. Goods returned for credit where damages are not involved will bear a 20% restocking charge.
8. No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless, in the case of damage in transit or shortage of delivery, the buyer gives notice to the seller within seven days of the date of the invoice for goods.
9. If any distress or execution is levied against the buyer's property or assets, or the buyer has made or offered to make an arrangement or composition with creditors or committed an act of bankruptcy, or a petition or receiving order in bankruptcy has been made against him or if the buyer is a limited company and any resolution or petition to wind up the company's business has been passed or presented, or if a receiver of that company's undertaking, property or assets have been appointed and the seller completes delivery of the goods on an outstanding order the seller retains the right to ownership (and therefore the collection) of these goods. Any reconstruction of the buyer's status shall not affect the seller's rights where goods have been delivered to the specified buyers named at the time of the order.
10. Payment becomes due on the issue of the invoice, unless the buyer has a credit account in which case the invoice becomes due 30 days from the date of the invoice.
11. The seller shall be entitled to charge the buyer interest at the prevailing base rate of HSBC Bank Plc plus 2% in respect of any amounts remaining due for payment after 30 days following the date of the invoice. The seller reserves the right to recover from customers all costs, charges and expenses by the seller or its agents in the collection of monies on overdue accounts.
12. Uncleared cheques will bear a £20.00 plus VAT re-presentation charge, payable by the customer.
13. In the event of any amounts being overdue for payment on the buyers account, the seller has the liberty to suspend or terminate, at the seller's discretion, all further deliveries to the buyer. In the event of this happening the buyer has no rights of action of any kind against the seller and the seller can sell the goods elsewhere.
14. The buyer shall only become the owner of the goods when full payment has been made to the seller for the goods. In the meantime the seller has the right to order the buyer to deliver (or make available for collection) the said goods to the seller.
15. These Conditions of Sale and the contract between the seller and the buyer shall be subject to and construed in accordance with English Law.