



Electrical Distributors

**PLEASE
COMPLETE AND
HAND IN TO
YOUR LOCAL
BRANCH**

Credit Application Pack



Application for Credit Facilities

Company Information

Please circle type of business: Limited Company Partnership Individual Date of incorporation /Business start date: _____

Please supply company letterhead

Customer Name (Individual or Company): _____ Company Reg No (if applicable) _____

Trading as (if different): _____

Address: _____

Post Code: _____

Tel: _____ Fax: _____ E-mail: _____

Principal Directors/Proprietors (please include home address)

Name: _____ DOB: ____/____/____

Home Address: _____ Post Code: _____

Name: _____ DOB: ____/____/____

Home Address: _____ Post Code: _____

Name: _____ DOB: ____/____/____

Home Address: _____ Post Code: _____

Paperless Billing

Our preferred method of sending invoices and statements is via our Paperless Billing System. You will be automatically registered to this; it's greener, quicker and easier. Please provide the following details:

E-mail Address for Invoices: _____

Person Responsible for Payment of Invoices: _____ Tel: _____

If you would still like to receive your invoices through the post please tick here

Purchase Order Number Required? (Please circle): Y / N

Terms Agreement

I hereby apply for Credit Facilities with B.E.D (Corby) Ltd. I confirm that this information is true and complete and I have the authority to open this account. I agree to be bound by B.E.D (Corby) Ltd Terms and Conditions which, together with this information, form the agreement. We may from time to time, undertake certain checks on you by consulting a licensed credit reference agency, trade references or bankers references for the purpose of establishing you credit worthiness, debt recovery or fraud prevention. The agency may record the search. You hereby give express consent for us to carry out such searches. No further notification will be given to you by us when we undertake such a search and we may do so at any time. I/We accept all invoices are payable within thirty days of the month end in which the invoices were dated.

Signed: _____ Print Name: _____

Date: ____/____/____ Position: _____



Company Information

Application for Credit Facilities continued

Ways to Pay

Our Bank Details are: SORT CODE: 60-08-46 ACCOUNT NUMBER: 68584415 BANK NAME NatWest
BACS/CHAPS – Send your remittance advice to us at the following e-mail address: accounts@bedelectrical.co.uk
Credit/Debit Card – Please contact Credit Services on 01536 560476 if you would like to pay by card.
Cheque – Please make cheques payable to B.E.D (Corby) Ltd.
Postal address for cheques: Phoenix House, 5 Cockerell Road, Phoenix Parkway, Corby Northants, NN17 5DU.

Credit Limit Required

Authorised Buyers

Name/s:

Tel No: (incl. Mobile):

E-mail Address:

Accounts Contact

Name/s:

Tel No: (incl. Mobile):

E-mail Address:

Trade References

1. Name: _____
Address: _____

Tel: _____
Fax: _____

2. Name: _____
Address: _____

Tel: _____
Fax: _____

Bank Details

Account Name: _____
Bank: _____
Sort Code: _____
Account No: _____



CONDITIONS OF SALE

1 General

- a) These conditions shall govern all transactions into which B.E.D. (Corby) Ltd enters with its customers.
- b) In these conditions:
 - "BED" shall mean B.E.D. (Corby) Ltd and any of its associated or subsidiary companies.
 - "Customer" shall mean the other party to any quotation, order, or contract with or by BED.
 - "The Goods" shall mean products manufactured or sold or services provided by BED or by the customer.
 - "Invoice" shall mean the document despatched to the customer requiring payment and containing specifically or by inference these conditions.
 - "Proforma" invoice shall mean an invoice sent by BED to the customer requiring payment before the goods are despatched.
 - "Order" shall mean the goods requested by the customer either verbally or by telephone, fax, electronic mail or by post on the customer's official order form or company letterhead.
 - "Delivery Note" shall mean the document accompanying the goods in their despatch and delivery from BED, by BED vehicle to the customer and on which the customer signs for receipt of the goods on delivery to him and which is then returned to BED.
 - "Advice Note" shall mean the document accompanying the goods in their despatch and delivery from BED to the customer either by BED vehicle, post or carrier, and on which BED lists the goods despatched against the customer's order.
- c) No conditions or stipulations in or attached to any form of order submitted by the customer, or otherwise sought to be imposed by the customer, and which are inconsistent with these conditions or which purport to add to or modify them in any way shall have any effect.
- d) No person in the employment of BED or acting or purporting to act as an agent of BED has the authority to accept orders or supply goods on any conditions other than these conditions or to vary these conditions in any way whatsoever except by written agreement between the customer and the Managing Director of BED.
- e) No previous dealings or course of conduct between BED and any customer shall vary or replace or prevail over these conditions in any circumstances.

1a Data Protection Act 1998

We will check and collate information regarding your Trade Account and make that information available to others to help them assess credit applications.

2 Prices and Quotations

- a) All quotations are made at current prices but such quotations are subject to alteration in accordance with prices current at the time of despatch of the goods.
- b) The prices quoted on proforma invoices are only valid for the period specified thereon.
- c) All prices quoted on invoices including proforma invoices are subject to the addition of Value Added Tax current at the time of despatch.

2a Confidentiality

BED and the customer both agree to keep confidential, all information relating to the business, accounts, policies and activities of any nature, of the other, where such knowledge is received in the course of any transaction between the parties. Neither party shall divulge to any third party any information whatsoever relating to the other party except where such information is required by an employee or agent for the purpose of carrying out the obligations of these conditions of sale.

3 Payment and Settlement Terms

- a) Customers who wish to open credit facilities shall complete the credit application pack quoting the credit limit required and the names and addresses of two current commercial references and one bankers reference.
- b) BED retains the right to decline any applications for credit facilities without giving any reason.
- c) Credit accounts are subject to settlement within one calendar month following the month in which invoices were raised.
- d) Where a credit customer is in default in the payment of any account, then all sums owed to BED by the customer on any account whatsoever, become immediately due and payable in full.
- e) If the customer has no credit account BED will accept payment from the customer by cash, cheque, bankers draft or credit/debit card.
- f) Where a cheque is offered by the customer in payment for goods BED reserves the right to delay the despatch of the goods pending the clearance of that cheque.
- g) BED reserves the right to charge interest on any overdue amounts at the rate of 8% over NatWest Bank plc base rate.

4 Retention of Title

- a) The customer acknowledges that before an agreement for the purchase of any goods from BED he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, or liquidator, to petition for winding up of the company or exercise any other rights over or against the company's assets.
- b) Goods the subject of any agreement by BED to sell, which expression means, without limitation, any order shall be at the risk of the customer as soon as they are delivered by BED to his person, his vehicle or his premises to his order.
- c) Such goods shall remain the sole and absolute property of BED as legal and equitable owner until such time as the customer shall have paid to BED the agreed price together with the full price of any other goods subject to any other contract with BED.
- d) The customer acknowledges that he is in possession of goods solely as bailee for BED until such time as the full price thereof is paid to BED together with the full price of any other goods the subject of any contract with BED.
- e) Until such time as the customer becomes the owner of the goods, he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of BED.
- f) The customer's right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything or fails to do anything which would entitle any person to present a petition for winding up. BED may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- g) The customer may not cause or permit any of BED's goods to be incorporated in or affixed to any buildings and/or until the customer has paid BED in full for all such goods.
- h) Subject to the terms hereof, the customer is licensed by BED to process the said goods in such a fashion as he may wish and/or incorporate them in or with any other product subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods shall be separately stored and marked so as to be identifiable as being made from or with the goods the property of BED.
- i) If the goods the property of BED are affixed with goods the property of the customer or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of BED. If goods the property of any person other than the customer are processed with or incorporated therein, the product thereof shall be deemed to be owned by BED in common with that other person.
- j) There shall be no sale by the customer of any of BED's goods or any interest therein on any goods produced with or from BED's goods as described in clauses g) and h) unless i) it is a bona fide sale to an independent party effected in the normal course of business if being agreed that exercising such power of sale the customer shall (as between the customer and BED) effect such sale as agent for BED. ii) the customer agrees to indemnify BED for any liability incurred by BED as principal. iii) the customer shall forthwith on receipt of the entire proceeds of such sale ("The Proceeds") account to BED for the price payable to BED for such goods of BED and any other costs, or carriage, insurance or other costs borne by BED in respect thereof. iv) The customer shall, until receipt by BED of the proceeds, hold the proceeds on trust for BED and pay the proceeds into a Bank Account in the name of BED and the customer shall not credit any monies other than the monies received on the sale of such goods of BED to such account and draw on such account except for the purpose of paying to BED the price payable in sub clause iii) above and no other funds shall be credited to such accounts. v) If the customer has not received the proceeds of any such sale he will, if called to do so by BED, within seven days thereof assign to BED all rights against the person or persons to whom he has supplied any products or chattel or made from or with BED goods.

5 Carriage and Delivery

1. BED reserves the right to charge carriage on deliveries as appropriate
2. Delivery dates are promised in good faith by BED to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the times stated in any communication by and on behalf of BED.
3. No liability for direct or consequential loss or damage arising from delay in delivery of the goods including without prejudice to the generality of the foregoing and delay due to any act of God, war, civil disturbance, strikes, lock outs, or any act outside BED's control, will be accepted.
4. The customer shall: a) check all goods delivered by BED van and sign the delivery note in the presence of BED's driver, b) mark any discrepancies between goods ordered and goods delivered on the delivery note prior to signing and c) refuse any goods found to be damaged and mark the delivery note accordingly.
5. Any claim over damaged goods or discrepancies between goods listed on the advice note and goods delivered to the customer must be submitted to BED with full particulars of the order, the delivery note, the advice note and any other relevant information in writing within three days of delivery, failing which, BED cannot accept liability. The submission of a claim within this time limit does not necessarily mean that BED will accept liability in relation to such a claim. A delivery note signed "unexamined" is not sufficient to uphold a claim.
6. BED shall not be liable for any loss resulting from the customer's failure to comply with the requirements of either Network Rail, road carriers, or postal services.
7. If the customer does not receive the goods within the fourteen days of the date of invoice, he is required to notify BED immediately thereafter, otherwise liability cannot be accepted.

6 Guarantees

1. BED gives no guarantee or warranty on goods supplied by BED other than that given by the manufacturer concerned.
2. BED does not accept liability for consequential loss or damage arising from goods supplied by BED.
3. All descriptions, weights, and dimensions issued by BED are approximate only and are intended only to present to intending customers a general description of the goods to which they refer, and no warranties or representations are given or should be inferred therefrom.

7 Order

1. BED reserves the right, at any time, and without explanation to:
 - a) Refuse an order b) cancel an order c) suspend deliveries against an order whether or not an account is in arrears d) refuse cancellation of an order e) cancel unexecuted instalments of an order
2. No variation of an order shall be recognised unless agreed in writing by BED
3. BED retains the right to levy a handling charge where a customer cancels an order
4. Where goods are supplied at the customer's order specially from BED's own or suppliers works, BED shall require a non-refundable deposit from the customer and BED shall only accept such order on the understanding that under no circumstances will such order be cancelled by the customer. BED reserves the right to pass on to the customer any carriage charges incurred by BED in obtaining a special order from BED's own suppliers works

8 Returns

1. No goods may be returned by a customer without BED's prior written consent.
2. Goods returned for credit must be accompanied by an advice note against which the goods were originally supplied, and the reason for the return.
3. If items are returned for no good reason BED will make a re-stocking charge to the customer.
4. No liability can be accepted for loss of, or damage to, goods returned from the customer without BED's prior written consent.
5. If there is any discrepancy between goods advised as returned and the actual goods returned, BED will only credit the items returned.
6. Boxes, cases and pallets that have been charged by BED will be credited in full when returned to BED's despatching depot in good condition, carriage paid, within fourteen days of the date of BED's invoice. Drums will be charged according to manufacturers schedules.

9 Law

These conditions are subject to and construed in accordance with the laws of England, and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.