

# 128 RICHMOND ROW, LIVERPOOL, L3 3BL TEL. 0151 298 1470 FAX: 0151 298 2988 TRADE/CREDIT ACCOUNT APPLICATION FORM Part of E. A. Clare & Son Ltd reg no 1189168

ALL QUESTIONS MUST BE ANSWERED  1. Credit Applicant (The Buyer)				
2. Trading Name				
Postcode				
3. Is Applicant a If Limited Company please give Company		☐ Partnership		
4. Please give Directors/Proprietors Names	and Addresses (if les	ss than 5 years at this ad	dress please give previous address.)	
Surname	Forenames	nddress	Surname Forenames Date of Birth Home Address  Postcode Home Tel No. No of years at this address Previous Address (if less than 5 yrs)	
Postcode			Postcode	
5. Are you trading from recognisable trade premises rated for but Nature of existing Business		Goods stocked  If No, explain		
7. Are you registered for VAT? YES/NO		If Yes, VAT No		
whom we may obtain references if required Name	l. 	NameAddress	n on a regular monthly credit basis and from	
Tel No Email		Tel No Email		
Please tick the relevant boxes to indicate ho  ☐ Post ☐ Email ☐ Pho	w we can contact you one	about our products and		

9. We wish to open a credit account with Drakes Pride. Our permission is given to the Drakes Pride to contact the above referees to take up references. We accept that you will make searches with Credit Reference Agencies who will keep these records and will share information with other businesses. We accept that you will also make enquiries about the Directors/Proprietors with Credit Reference Agencies and any application with more than one party to the agreement will result in a financial connection between those individuals being established at the credit reference agency. We agree to abide by the terms stated below and the Drakes Pride conditions of trading.

Please read our terms & conditions on reverse side, sign, date and return to us for processing.

# DRAKES PRIDE TERMS OF BUSINESS

# CONDITIONS APPLICABLE

Unless otherwise agreed in writing these conditions shall prevail over any conditions stipulated by the buyer and in the placing of an order with us you are agreeing to accept these terms and conditions. In order to protect the trading interests of Traders, Retail Shops and Sports Goods Distributors, orders can only be accepted from Established Sports Traders in the UK or overseas or their Buying Agents confirming house. We cannot supply to Private Individuals.

# APPLYING FOR TRADE FACILITIES AND/OR A CREDIT ACCOUNT

Traders wishing to open a trade account are required to complete and sign our application forms. Subject to satisfactory references being received we will advise the limit of credit we are able to allow. We would be pleased to review credit limits from time to time based on purchases and payment record.

All overseas customers must pay against an irrevocable Documentary Letter of Credit established with and confirmed by a Bank in England, or payment by a transfer of funds prior to despatch, directly into our Bank Account (see details below). For longstanding overseas customers goods can be shipped by sight draft against delivery of the shipping documents and for this arrangement customers are asked to advise the name and branch of their bank. All bank charges in UK and overseas together with local taxes, customs duties and other fees due at destination are overseas customer's responsibility.

# PRICING & DESCRIPTION OF GOODS

All sizes, weights, colours or any specifications given in our catalogue or price list are approximate and may vary slightly from the published details. Product prices correct at time of publication, we reserve the right to amend prices at any time, should it be necessary to do so. For confirmation of current prices please request a quotation when ordering. All published prices are exclusive of Value Added Tax which must be added to the cost of all goods and packing/delivery where applicable. Orders accepted with a value below £30 excluding VAT will incur a small order handling charge in addition to applicable carriage charges.

### CANCELLATION

Orders for non stock items, specially made products or personalised items once accepted cannot be cancelled without our written agreement and payment of a cancellation fee.

## REPAIRS

Repairs are carried out entirely at customer's risk. No liability can be accepted for goods lost or damaged in transit or in our possession.

#### PACKING & DELIVERY

For post and packing charges please see our pricing table. Prices correct at time of publication, we reserve the right to change costs at any time, should it be necessary to do so. Different terms of despatch apply to selected large and bulky items. If special despatch cartons/cases/crates/pallets are required these are charged extra. Goods will be sent by normal inland carrier or post at our options. Where goods are required by an alternative service the extra cost will be added to the invoice. All goods are despatched subject to carriers conditions. We will always endeavour to meet our customer's delivery requirements and any delivery/despatch dates are given in good faith, but we cannot be held responsible for any losses through delayed delivery or despatch howsoever caused. When goods are despatched by post International postage charges, insurance and documentation are for customer's account Goods supplied to overseas customers are supplied on the terms stated on the invoice. It is the responsibility of the Assured to claim immediately on the carriers and to comply with the insurance claim procedures.

## GOODS LOST OR DAMAGED IN TRANSIT

All goods are at buyer's risk as soon as they have been delivered or collected. Once the goods have left our premises our liability is limited to our carriers terms and conditions or transportation unless prior insurance has been arranged. Advice of despatch will be given by mailing an invoice or a delivery note to the trader. If goods fail to arrive within a reasonable time (maximum seven days for UK orders) then the seller must be alerted immediately by the telephone and also by fax or letter so that steps can be taken to trace the consignment. When goods arrive they must be inspected carefully and damaged/faulty or missing goods reported within two working days. The Company can accept no responsibility thereafter. All outer packaging must be kept for inspection.

# PAYMENT

All credit accounts are due for payment by the  $20^{th}$  day of the month following the month of invoice. Credit Account Customers who exceed our payment terms will have their account put on hold until payment in full is received. Overdue accounts are subject to a surcharge of 2% per month. Late payers will have their credit limit reviewed.

# OWNERSHIP OF GOODS

The seller retains the title to all goods supplied to the buyer until all have been paid for in full. In the case of default by the customer, the Company may give notice to the customer terminating the customers right to possession whereupon the Company may (whether with or without previous notice) itself take repossession of the goods and the Company is in such circumstances irrevocably authorised by the customer to enter any of the customers premises for the purpose of removing the goods. If not withstanding that the property in and ownership of the goods has not passed to the customer the customer shall deal with the goods in such a manner as to pass to a third party a valid title to the goods, the customer shall hold the proceeds of such sale on trust for the Company. The responsibility for any loss or injury after the date of consignment prior to the property in the goods passing to the customer is accepted by the customer as Bailee.

# RETURNS

Any goods returned must be approved with a returns number, issued by the sales office. This returns number must be clearly written on all boxes returned and goods must be accompanied by paperwork detailing the sender's details and all products returned. The maximum carriage credit will not exceed our equivalent delivery costs for the goods returned, unless prior authorisation has been approved. Should we agree to accept products back which are not faulty, these goods must be returned in their original condition and packaging. A restocking charge of £5 or 15% of the order value (which ever is the greater) will be deducted from the credit note.

# FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, embargo, labour dispute or strike.

E&OE Errors and omissions excepted.				
Authorised Signature	Date			
Name (Block Capitals)	Position			
FOR OFFICE USE ONLY COMMENTS				
CREDIT				
PASSED BY DATE				