



**TRADE ACCOUNT
APPLICATION FORM**

PERSONAL DETAILS

Name.....Tel.....

Home Address.....

.....

.....Postcode.....

COMPANY DETAILS

Business Name.....

Contact Name..... Limited Company Reg No.....

Address.....

.....

.....Postcode.....

Tel..... Mobile.....

Email.....

Web Address.....

ONLINE SERVICES

Password of your choice.....

TRADE REFERENCES

1 Name..... 2 Name.....

I have read the overleaf Conditions of Business effective from 1st January 2019 and agree to abide by them.

Signed..... Date.....

Position.....

OFFICE USE ONLY									
LOB	<input type="checkbox"/>	CC	<input type="checkbox"/>	ACC	<input type="checkbox"/>	RC	<input type="checkbox"/>	YS	<input type="checkbox"/>

CONDITIONS OF BUSINESS

1. Interpretation:

In these conditions "the Company" shall refer to Bradcoll Ltd. trading as Bradbury Hunter, and "the Customer" to any party contracting for the supply of goods by the Company

2. Applicability:

Unless the contrary be expressly agreed in writing and signed on behalf of the Company the Company contracts only upon terms that any contract is subject to and incorporates these Conditions. Any proposal, order or offer delivered by the Customer shall be conclusively deemed to have been made subject to these Conditions irrespective of any contrary terms printed on or accompanying the Customer's document. No contract shall be or become subject to any contrary conditions of the Customer by reason of the failure of the Company to respond or object to any such conditions contained in or within any document delivered by the Customer.

3. Price and Settlement

- (1) The contract price is save where the contrary is expressly agreed, exclusive of Value Added Tax and local duties, if appropriate.
- (2) In the event of no date or time for payment being otherwise expressly agreed, payment of the price plus VAT and local duties, if appropriate, shall be due by the last day of the month following the month during which the Company's invoice is raised. Should the Customer fail to pay the full price plus VAT and duties (if any) by the said last day or otherwise agreed date the Company in addition to its other rights shall be entitled to interest upon any outstanding balance at the rate of 2 percent per annum above the base lending rate at the material time of Yorkshire Bank..
- (3) In the event of the cost to the Company of materials and/or production being increased after the date of contracting by circumstances beyond the Company's control, the contract price shall be increased by such sum as the Company's accountant shall certify to represent such increased cost.
- (4) Should the Customer fail to pay the whole price plus Value Added Tax and local duties, if appropriate, of any goods by the due date, the Company in addition to its other rights shall be entitled without incurring liability to withhold delivery of further goods, whether under the same contract or not, until such time:
 - (a) as the outstanding balance is paid; and/or
 - (b) as the Company in its sole discretion is satisfied that payment will be made for such further goods, the Company being entitled to require as a condition precedent to further deliveries that part or all of the price of such further goods shall be paid prior to or at the time of delivery.
- (5) Unless otherwise expressly agreed all sums shall be payable in sterling at the Company's principal place of business in the United Kingdom. If the price is agreed to be payable in a currency other than sterling, the amount payable shall be subject to increase to reflect any devaluation of such currency in relation to sterling after the date of the contract. The amount to be paid shall equate to the sterling equivalent of the contract price as at the date of the contract.

(4) Risk:

Goods shall be at the risk of the Customer as soon as they are delivered to the Customer's vehicles or to his premises or otherwise to his order, or, if the goods are to be collected by the Customer, upon receipt of notice given by the Company that the goods are available for collection.

(5) Property:

- (1) The goods shall remain the sole and absolute property of the Company as legal and equitable owner and the Company reserves the right to dispose of the goods until such time as the Customer shall have paid to the Company the agreed price, together with the full price of any other goods which are the subject of any other contract with the Company.
- (2) The Customer shall take and remain in possession of goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with the full price of any other goods which are the subject of any other contract with the Company.
- (3) 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 manner which makes them readily identifiable as the goods of the Company.
- (4) If the Customer should remove the goods or any of them from his place of business or any other place to which the goods shall have been delivered, he shall within 7 days notify the Company of the whereabouts of such goods and will store them as under Condition 5(3) above.
- (5) The Customer's right to possession of the goods shall cease, and payment therefore shall become immediately due, if he, not being a company commits an available act of bankruptcy or he, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding-up. The Company 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.
- (6) Subject to the terms hereof the Customer is licensed by the Company to sell on the Company's goods by way of bona fide sale at full market value on the express condition that the Customer shall sell as agent (save that the Customer shall not hold himself out as such) and bailee for the Company whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with any other monies and shall at all times be identifiable as the Company's monies. If the intending purchaser has not received the proceeds of any such sale he will, if called upon so to do by the Company, within 7 days thereof assign to the Company all rights against the person or persons to whom he has supplied the Company's goods.
- (7) Until the Company is paid the full price for the goods, together with the full price of any other goods which are the subject of any other contract with the Company the Company relationship of the intending purchaser to the Company shall be fiduciary in respect of the goods and if the same are sold by the intending purchaser the Company shall have the right to trace the proceeds thereof according to the principals in Re Hallett estate.
- (8) If, contrary to the Customer's obligations as bailee, the Customer incorporates in any produce or uses any of the goods before title passes to him under condition 5(1) above the resultant produce and any proceeds of sale thereof shall be and remain the property of the Company until receipt by the Company of payment in full respect of such goods and any other goods which are the subject of any other contract with the Company.

(6) Installment Deliveries:

The Company shall be entitled to make part deliveries of any quantity of goods ordered by the Customer and to deliver invoices for payment in the usual way in respect of all deliveries so made and the Customer shall be bound to accept and pay for such part deliveries as though made under separate contracts. Where delivery is by installments, whether specifically provided for under a contract or not, each installment shall be deemed to be the subject of a separate contract. Any default by the Company in respect of any installment shall not effect the balance of the contract or entitle the Customer to cancel the contract.

(7) Delivery:

- (1) Times stated for delivery by the Company are bona fide estimates which the Company will use its best endeavours to achieve but the Company shall be under no liability to treat any such delay in delivery as a breach of contract.
- (2) Should the Company be prevented from or hindered in making delivery or otherwise performing its obligations hereunder by reason of any law, government or quasi-governmental action, order or regulation, strikes, lockouts, wars, revolutions, civil commotion,

acts of public blockade or embargo; fire or any other occurrences whatsoever (whether similar or dissimilar to the foregoing) beyond the Company's control, the time stated for delivery shall be extended accordingly, provided that in the event of the resultant delay exceeding 3 months, either party may by notice in writing to the other terminate the contract.

- (3) Any breach of contract by the Customer shall entitle the Company in addition to its other rights to suspend deliveries until such time as the Company in its sole discretion is satisfied that the breach has been remedied.
- (4) Where delivery is to be made by installments, the Customer's failure to accept delivery and/or pay the invoiced price of any installment shall entitle, but not oblige, the Company in addition to its other rights to treat the entire contract as at an end. Save that the Company shall be entitled to the full price for goods already delivered.
- (5) In the event of the Customer failing to take delivery of the goods the Company may without prejudice to its other rights including the right to recover damages and without incurring liability to the Customer upon giving 7 days' written notice to the Customer sell or otherwise dispose of the goods.
- (6) Unless otherwise specified all goods are sent carriage paid within the United Kingdom and the Republic of Ireland specified, but if the Company is instructed by the Customer to send the goods by passenger train, parcel post, air freight or other special transport, the Customer shall be liable to pay the difference in cost between such modes of delivery and the Company's usual mode of delivery. Where goods are to be sent outside the United Kingdom and the Republic of Ireland, the Customer shall be responsible for all freight, insurance and other costs, fees, dues and charges incidental transit, exportation and importation. Should the company pass to the customer the benefit of any arrangement made for the release of goods under bond without prepayment of duties or taxes, the Customer shall indemnify the Company against all liability in respect of such release however arising.

(8) Short or damaged Delivery:

- (1) Unless within 3 days of the date of delivery of the goods (which date in the case of any doubt shall be deemed to be 2 days after the date of despatch by the Company) inclusive of such date, written particulars of any alleged short or damaged delivery are received by the company, the goods shall conclusively and for all purposes be deemed to have been delivered in an undamaged state and in the quantity or quantities specified on the delivery documents. Such conclusive presumption shall in any event apply unless the nature of the damage and/or shortage is endorsed upon the carrier's waybill, delivery note or other document at the time of delivery. The Customer shall notify the carrier as soon as is reasonably practicable of the details of the alleged damage and/or shortage and in any event within the 3 days period defined above. In the event of the Customer being unable to examine the contents of deliveries upon receipt the Customer shall mark the carrier's delivery note or other document "unexamined" upon delivery.
- (2) The goods shall be deemed to have been delivered in accordance with the contract unless within 10 days of the date of invoice by the Company of their despatch inclusive of such date, non-delivery is notified in writing to the Company.
- (3) No responsibility or liability shall be imposed upon the Company in respect of loss of or damage to goods to be exported after delivery to the carrier or carrier's agent.

(9) The Company's Obligations:

- (1) If any goods which shall be proved to the Company's reasonable satisfaction to be defective and/or unfit for any specific purpose communicated in writing to the Company prior to conclusion of the contract then provided that:-
 - (a) the customer notifies the Company in writing within 14 days of the date of delivery (as defined in Condition 8(1) inclusive of such date of the nature of the complaint and failure so to notify shall result in it being conclusively deemed that the goods in all respects are in compliance with the contract; and
 - (b) the Customer preserves the goods in question, making them available for inspection by the Company at any reasonable time and/or returning them to the Company at the Customer's expense (which will be reimbursed in the event of the complaint being substantiated) should the Company so require; and
 - (c) the goods have not since delivery been altered or subjected to any process capable of adversely affecting their condition.
- The Company shall be liable to replace or at its sole discretion reimburse the contract price thereof together with any proper expense incurred under Condition 9(1)(b) above but shall not otherwise be liable to the Customer for any direct, indirect or consequential loss or damage suffered howsoever the same might arise.
- (2) The liability herein imposed upon the Company shall be in lieu of liability in respect of any conditions and warranties, express or implied by statute, common law or otherwise, which liability is hereby expressly excluded.
 - (3) Save in respect of death or personal injury resulting from the Company's negligence or of any breach of Section 12 of the Sale of Goods Act 1979, the Company shall be under no liability in contract or tort save as expressly defined herein which liability shall in no circumstances exceed in amount the invoiced price of goods proved to be defective or otherwise not in compliance with the contract.
 - (4) No set-off against sums invoiced by the Company shall be made by the Customer in respect of goods alleged to have been defective, not in compliance with the contract or short or damaged on delivery, the invoiced sums being payable in full upon the due date, unless and until the Company in writing agrees to any deductions or set-off.

(10) Returns:

The Company may in its absolute discretion accept the return of goods ordered in exchange for credit in the Customer's favour provided that such goods are returned in a resalable condition and charge such handling fee as it shall decide subject to a minimum of 10% of the value of the goods ordered.

(11) Waiver:

No time or indulgence granted by the Company shall operate as a waiver of the Company's rights hereunder.

(12) Severance:

In the event that any provision of these Conditions or part thereof shall be or become void or unenforceable for any reason, such void or unenforceable part of any such provision shall be deleted and the remaining provisions hereof shall continue in full force and effect.

(13) Appropriate Law:

This contract shall be governed in all respects by the laws of England, the Courts of England having exclusive jurisdiction to entertain all disputes arising under, relation to or in connection with this contract.

(14) Headings:

The headings contained in these Conditions are for ease of reference only and shall not be used in construing the same.

(15) Entire Agreement:

These Conditions, together with the terms of any express written agreement, represent the entire agreement between the parties, and no modifications or amendments hereto shall have effect unless contained in writing and signed on behalf of the Company. Any previous agreement relating to the subject matter hereof is cancelled and no oral agreement relating thereto shall be binding upon the Company.

These conditions shall be effective from 13th December 2019