



T.N. ROBINSON LTD

Credit Application

Please attach a copy of your letterhead or official order form to the application
This form should be completed in BLOCK CAPITALS using a ball point pen

Company Details

Customer Name

Trading As

Address

Postcode

Tel Fax

Mobile

Is the property Owned Rented Leased

Accounts Contact

E-mail

Company Approximate Annual Electrical Spend
 £0-£25,000 £25,000-£75,000 £75,000-£150,000 £150,000+

Invoice Address (if Different)

Address

Postcode

Tel Fax

Mobile

Purchasing Contact

E-mail

Principal Details

Sole Traders & Partnerships MUST provide full names, date of birth & residential address. If you have not been in residence at your current address for more than three years, please provide previous addresses.

1st

Name

Address

Postcode

Date of Birth*

Home Tel Mobile

Is the property Owned Rented Leased

2nd

Name

Address

Postcode

Date of Birth*

Home Tel Mobile

Is the property Owned Rented Leased

Business Details

How long has the business been established years

How long at present address? years

Company Status

Ltd Plc Sole Trader Partnership Charity/Trust

Company Registration Number

Bank Name

Sort Code A/c No

Trade References: (Associated companies of applicant must not be used)

Trade Ref 1

Address

Postcode

Tel Fax

Trade Ref 2

Address

Postcode

Tel Fax

Do you have or have you ever held an account with TNR: Yes No

When/Account Number

Personal Guarantee

N.B. If the customer is a limited liability company or partnership established less than three years, the guarantee below MUST be signed by a director or secretary (in the case of a limited liability company) or equity partner (in the case of a limited liability partnership). It may also be required to be completed in other cases.

To T N Robinson Ltd in consideration of your agreeing to grant credit facilities to the company or limited liability partnership described above ("the company") hereby unconditionally and irrevocably guarantee the due and punctual performance and observance by the Company of its obligations related to goods and/or services supplied (including in particular the prompt payment of all invoices when due) by you or by other companies in your group of companies whether before or after today's date and agree to compensate in full on demand and indemnify you (or your group company) in full against any losses and/or expenses incurred as a result of any failure by it to so comply.

This guarantee and indemnity is a continuing security for all liabilities arising under it and the waiver, release or compromise of any particular liability or the grant of time or other indulgence by you shall not affect my liability under this guarantee and indemnity (same in respect of the particular liability so waived, released or compromised).

This guarantee and indemnity shall be revoked and cease to have effect upon my death or upon the expiry of one month's written notice received by you from me (by way of recorded delivery mail), but its revocation shall not discharge me (or my estate) from any liability then existing.

Position

Print Name

Signed/Dated **2**

Declaration

I/we request credit facilities with your Company. If given I/we agree to settle your account in accordance with your Conditions of Sale, a copy of which is printed on the back of this Trade Credit Application Form. I note these include a retention of title clause. I/we agree to your credit terms and that payment is due on the last day of the month following the date of Invoice "the due date" or to such alternative terms as may be agreed in writing. I certify that I have checked the particulars on this form, and to the best of my knowledge and belief they are correct I/we agree that you may make searches from time to time against my/our business and/or the principal Individuals involved in it with a credit reference agency or agencies, which will keep a record of that search and will share that information with other businesses and I/we also agree that you may request and retain trade references concerning my/our business and/or the principal individuals involved in it and process the same in accordance with applicable data protection legislation.

I/we also agree to the processing of personal data provided by me/us in accordance with the Conditions of Sale.

Position

Print Name

Signed/Dated **2**

NB: all information given, shall be treated with the strictest confidence and will not be disclosed to any other third parties.

Conditions of Sale

1. DEFINITIONS

In these conditions:

'Company' means T.N. Robinson Limited and any subsidiary thereof

'Contract' means a contract made between the Company and the Customer for the supply of Goods

'Customer' means the person firm or company by or on behalf of whom the order is placed

'Goods' means any goods ordered by the Customer from the Company from time to time including goods supplied in substitution for or in replacement of or in addition to such goods and any services supplied or work done in connection with the goods or with the said replacement substitute or additional goods.

2. GENERAL

Unless otherwise specifically agreed in writing by a Director of the Company these Conditions shall govern any Contract to the exclusion of any terms or conditions purportedly stipulated incorporated or referred to by a Customer however expressed or wherever contained and verbal quotations or undertakings will not be binding on the Company.

The Company shall accept the Customer's order either by communicating such acceptance to the Customer verbally or in writing or by execution of the Customer's order and such acceptance shall be conditional upon the incorporation into the Contract of the Conditions herein contained.

3. SPECIFICATIONS

All technical information drawings illustrations and any descriptive matter or descriptions and illustrations contained in catalogues price lists or other advertising material are approximate only and by way of identification only and are intended merely to present a general idea of the Goods described and their use and shall not under any circumstances constitute a trades description and shall not form part of the Contract unless so stated in the quotation. All such information shall be subject to such variation as may from time to time be made by the manufacturers.

4. WARRANTY AND EXCLUSIONS

- (i) The Company warrants that the Goods shall at the time of delivery conform to the manufacturers standard specification therefore and provided always that the Company shall in any event have no liability whatsoever for any loss or damage arising from the use of the Goods otherwise as strictly in accordance with the directions recommendations and precautions for use on the label on the Goods and in any leaflet issued by the manufacturer or the Company in respect thereof.
- (ii) The Company will assign to the Customer so far as it is able the benefit of such warranties (if any) as are made by the manufacturers of the Goods in relation thereto provided that the Customer shall pay all costs and expenses incurred by the Company in connection with any such assignment or any claim by the Customer against the manufacturer in respect of such warranty.
- (iii) The Customer will allow the Company a reasonable opportunity of inspecting the Goods if alleged to be faulty if at all practicable and the Company shall be relieved of any liability if denied such reasonable opportunity.
- (iv) The Company shall have the option of making good any defects by either replacement or repair of the Goods or by repayment of any sum disbursed by the Customer in respect of the Goods. Where the Company replaces or repairs defective goods under this clause or refunds the sums disbursed the Customer shall not be entitled to any further claim in respect of such defect(s).
- (v) The Company shall not be liable for consequential or indirect loss or damage of any kind (including loss of profits) whatsoever arising with regard to the Goods supplied by the Company.
- (vi) The Company shall not be liable in any event for a sum exceeding the price of the Goods in relation to which a claim is made by the Customer (together with Value Added Tax and other sums paid by the Customer to the Company for the said Goods).
- (vii) All conditions and warranties statutory or otherwise other than those expressed herein shall be excluded subject always to the provisions of the Unfair Contracts Terms Act 1977 and so far as it is possible by law to exclude any such statutory or other terms and conditions.
- (viii) No servant or agent of the Company is authorised to make any representation relating to the Goods or to their suitability for any particular purpose or with regard to the outcome of work or tests done or performed by or on behalf of the Company the manufacturer or any other person and the onus lies upon the Customer to establish the suitability of the Goods for any purpose or use.
- (ix) Notwithstanding the above provisions or any other provision of these conditions, nothing in these conditions shall exclude the Company's liability for death or personal injury as a result of negligence, nor liability in respect of fraud or fraudulent misrepresentation.

5. DELIVERIES, RISK AND TITLE

- (i) If delivery dates are quoted these are estimates only. Time for delivery is not the essence of the contract, unless expressly stated to be so, and the Company shall not be liable to the Customer for any loss resulting from late delivery. In the event of any stoppage of work due to strike, lock-out, trade dispute, breakdown, accident, or other cause beyond the reasonable control of the Customer or the Company and which affects the ability of the Company to deliver and the Customer to receive the Goods, delivery of such Goods may be suspended until normal circumstances apply, and neither party shall be under any liability to the other for any consequence of such delay.
- (ii) Unless otherwise agreed delivery shall take place by delivery to the Customer his servant or agents at the Company's premises. The Company may but without any obligation so to do unless otherwise agreed in writing deliver the Goods to the Customer. The Company reserves the right to charge the cost of such delivery. Notwithstanding that delivery shall take place at the Company's premises the Customer shall not be entitled to refuse to accept delivery. The Customer must advise the Company in the event of any non-delivery, partial non-delivery or damage within the following time limits:
 - (a) in the event of non-delivery of the whole of any consignment within seven days of the receipt of invoice or delivery note whichever is the earlier;
 - (b) in the event of partial non-delivery or damage within seven days of delivery.Failure by the customer to comply with these time limits shall be deemed an irrevocable waiver of any claim in relation to such damage or non-delivery or partial non-delivery.
- (v) The risk in the Goods shall pass to the Customer upon delivery or upon the Customer's refusal to accept delivery, whichever is the earlier.
- (vi) Notwithstanding delivery, title to Goods shall not pass from the Company to the Customer until:
 - (a) the Customer has paid the price for such Goods and Value Added Tax and any other sums payable under the relevant Contract in full; and
 - (b) no other debts whatever shall be due from the Customer to the Company; and
 - (c) (if the Customer is a company) no other debts whatever shall be due from any companies in the same group as the Customer or controlled by the same individuals as the Customer to the Company; and
 - (d) (if the Customer is a partnership) no other debts whatever shall be due from any of the Partners (in whatever capacity) to the Company;
- (vii) The Company shall be entitled to recover the price together with Value Added Tax and other sums payable notwithstanding that title to the goods has not passed from the Company.
- (viii) Until such time as title to the goods passes from the Company to the Customer, the Customer shall upon request deliver up the goods. If the Customer fails to do so, the Company may enter upon any premises where the goods are situated and which are owned, occupied or controlled by the Customer or in respect of which it can grant or procure a right to enter and may repossess the goods.
- (ix) The Customer shall not purport to pledge or in any way charge by way of security for indebtedness any of the goods title to which remains with the Company and (without prejudice to any other rights the Company may have) if the Customer does so then the Company may immediately render invoices to the Customer for any outstanding orders for goods which the Customer have with the Company (whether or not the Company has delivered such goods) and the aggregate amount of such invoices shall forthwith be due and payable by the Customer to the Company.
- (x) The Customer shall insure and keep insured the goods for the full price and Value Added Tax and/or delivery and other incidental costs against all risks to the Company's reasonable satisfaction from the date risk in the goods passes to the Customer until the date that title to the goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance and shall stand as the Company's trustee in respect of the rights of the insured under the policy and in respect of any payment out under the policy to the extent (in each case) that the same relates to goods to which title has not or did not pass to the Customer.

6. PRICES AND QUOTATIONS

- (i) Prices and Quotations are based on prices current at time of publication or quotation as the case may be and are subject to alteration at the option of the Company to take account of
 - (a) any increase in prices by the manufacturer prior to delivery;
 - (b) any variation before delivery by way of increase in rates of exchange of currency, costs of materials, wages or other expenses incurred by the Company. Notwithstanding any such increases in price the Customer is bound to accept the Goods at such increased price.
 - (c) Any typographical or other obvious error in prices published or quoted
- (ii) Prices are in any event exclusive of Value Added Tax or other fiscal duties.

7. ORDERS

Written orders accepted by the Company may only be revised after prior written agreement. The Company accepts no responsibility for errors of understanding where orders are placed by telephone, unless confirmed in writing, when the written order shall bind the Company. Where orders are confirmed in writing they must be prominently marked 'Confirmation of Telephone Order' If this is not done, the Company reserves the right to refuse the return of any Goods dispatched as a duplication.

8. PAYMENT

- (i) Unless credit terms are otherwise agreed in writing by the Company payment for all goods shall be made on delivery.
- (ii) Settlement discount (other than for cash) may be allowed by the Company of such amount as the Company shall at its option from time to time agree and shall be allowed to credit Customers only and provided that all payments are made by the last day of the month following the month of delivery (or otherwise as agreed). Such discounts shall not extend to Value Added Tax or any items marked 'strictly net' or 'net'.
- (iii) The Company reserves the right to charge interest at the higher of the statutory rate or the rate of three percent per annum above the base rate of National Westminster Bank PLC for the time being for the period from the date when payment was due until payment is received. The payment of such interest shall not affect the rights of the Company to recover any sums immediately they become due.
- (iv) The Company shall not be obliged to make delivery until payment has been made in accordance with the provisions of the Contract and the Company shall be entitled to refuse to make delivery of any order or part thereof in the event that any payment by the Customer on any Contract with the Company is overdue and may refuse to make such delivery until payment is made.
- (v) Payment by cheque or other negotiable instrument shall not be deemed to constitute payment for the purposes of the Contract until such cheque or negotiable instrument is honoured.
- (vi) If any sum remains unpaid after the due date in respect of any Contract or part thereof payment shall become due immediately in respect of all Goods and services supplied.
- (vii) Each delivery of Goods whether constituting the whole or part of any order shall be deemed a separate transaction and shall be invoiced and paid for as such.

9. DRAWINGS

All drawings, models, technical information or descriptive data supplied by the Company shall remain the Company's sole property and shall not form part of this Contract. The Customer shall not publish or communicate to a third party the content thereof or any of the particulars of the Goods supplied by the Company without its previous consent in writing.

10. PATENTS, DESIGNS, COPYRIGHTS AND TRADE MARKS

The Company shall not under any circumstances be liable for any loss, liability or expense suffered or incurred by the Customer by reason of any use or resale of the Goods which constitutes an alleged or actual, infringement of a patent, design, copyright licence agreement or trade mark, foreign or domestic, and the Customer shall indemnify the Company against any loss liability or expense suffered or incurred by the Company by reason of any Goods supplied by the Company in accordance with the Customer's specification which constitutes an infringement as aforesaid.

11. CANCELLATION OF THE CONTRACT

- (i) The Customer may not cancel any order except with the Company's written consent and upon terms which will indemnify the Company against all loss.
- (ii) The Company may refuse to supply Goods in the event of the Customer committing any breach of this Contract or any act of insolvency or if in the sole discretion of the Company it appears to the Company that the financial position of the Customer has become unsatisfactory or impaired, but such refusal shall not constitute the cancellation of this Contract unless the Company expressly stipulates that the Contract is cancelled and in any event shall be without prejudice to the rights of the Company under the terms of the Contract or recover payment for Goods supplied prior to such refusal.
- (iii) If performance of the Company's obligations under this Contract shall be hindered or prevented by industrial dispute accident, breakdown of machinery or shortage of materials, export or import restrictions or any other cause whatsoever beyond the Company's control, the Company shall be entitled by notice in writing to the Customer to terminate the Contract but without prejudice to the liabilities of either part accrued before the date of termination.

12. DATA PROTECTION

The Customer agrees that the Company may hold personal data regarding it and/or its business and staff. Where such data relates to staff the Customer agrees that it will undertake to obtain any consents reasonably required to its usage in accordance with these terms and conditions. Such data may be kept upon manual filing and/or computer systems and may comprise names, addresses, e mail addresses, telephone and fax numbers and other relevant contact details together with other miscellaneous personal information about individuals provided to the Company from time to time by the Customer or its staff. Such data will be used by the Company for the purposes of contacting the Customer and its staff and supply of goods and/or services to the Customer or on its behalf in connection with the Company's business purposes. Data will be held at the Company's offices and will not be sold or disclosed to any third party without the express authority of the individual to whom the data relates, save where disclosure is reasonably required for business purposes (for example to sub contractors or to auditors or as part of a genuine reconstruction or sale of the whole or a substantial part of our business undertaking).

13. NOTICES

Any notices given hereunder by the Company may be served personally or left at the residence or place of business of the Customer or may be sent by post, in which case such notice shall be deemed to have been received in the course of post.

14. SEVERANCE

Each of the provisions of these conditions is separate and distinct from the others and if any of them is held by competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected

15. LAW APPLICABLE AND JURISDICTION

The terms and conditions of this Contract shall be subject to and interpreted and construed in accordance with English Law including English conflicts of law and the English Courts shall have exclusive jurisdiction in any dispute which may arise save that the Company may institute and maintain proceedings in respect of this Contract in any country,