## **YERADON**

# 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

A	ALL QUESTIONS M	UST BE ANSWERE	D
1. Credit Applicant (The Buyer)		How much credit requested	
2. Trading Name			
Postcode Email Email for Invoices	Tel No Wel		Fax No
3. Is Applicant a  If Limited Company please give Company	☐ Sole trader		
4. Please give Directors/Proprietors Names	and Addresses (if less	than 5 years at this ad	ldress please give previous address.)
Surname Forenames Date of Birth Home Address	Surname		Surname Forenames Date of Birth Home Address
Postcode	Postcode	dressless than 5 yrs)	Postcode
5. Are you trading from recognisable trade			1 Ostcode
Nature of existing Business			
Type of business			
6. Is this business your full time occupation? YES/NO		If No, explain	
7. Are you registered for VAT? YES/NO		If Yes, VAT No	
whom we may obtain references if required	l	•	h on a regular monthly credit basis and from
		Name	
Address			
Tel No Email		Tel No	Email
Average monthly credit		Average monthly credit	
Please tick the relevant boxes to indicate ho  Post Email Phone  We wish to open a credit account with Pe	one	•	
references. We accept that you will make so information with other businesses. We accept the Reference Agencies and any application with those individuals being established at the croconditions of trading.	earches with Credit Ref ept that you will also ma th more than one party t	Perence Agencies who hake enquiries about the other agreement will be the agreement will be agreement will be the agreement will be the agreement will be ag	will keep these records and will share the Directors/Proprietors with Credit result in a financial connection between

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

### PERADON 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.

<b>E&amp;OE</b> Errors and omissions excepted.				
Authorised Signature	Date			
Name (Block Capitals)	Position			
FOR OFFICE USE ONLY COMMENTS				
PASSED BY DATE				