

ACCOUNTS USE
Account
Number



APPLICATION FOR CREDIT ACCOUNT

Please complete form and return to address below with your company letterhead.

Company Name:		How long has the Company been trading	Trading Style: Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/>	
Registered No:				
Name of Holding Co (if applicable)		Invoice/Statement Address:		
Registered Office Address:		Tel No.		
E-mail:		Delivery Address (if different):		
Tel No.		Fax No.		Tel No.
Type of Business:	Type of Premises:	Annual Turnover:	Credit Limit Requested:	
Curtains <input type="checkbox"/> Upholstery <input type="checkbox"/> Other (specify)	Retail <input type="checkbox"/> Workroom <input type="checkbox"/> Home <input type="checkbox"/> Other (specify)	£	£	
PLEASE ENTER BELOW FULL NAMES, ADDRESSES AND DATE OF BIRTH OF ALL PROPRIETORS OF NON-LIMITED COMPANIES				
Name:		Name:		Name:
Address:		Address:		Address:
Date of Birth:		Date of Birth:		Date of Birth:
PLEASE ENTER THREE TRADE REFERENCES				
Name:		Name:		Name:
Address:		Address:		Address:
Account No.		Account No.		Account No.
Tel No.		Tel No.		Tel No.
Bank Name and Address:			Sort Code:	
Account Name:			Account No:	
I/We the undersigned confirm that I/we have read and understood your terms and conditions of trading as stated overleaf. I/We accept and agree to FR Street Ltd undertaking credit checks on our company and senior employees prior to granting us credit facilities. Furthermore I/we confirm that should a credit facility be granted to our company, I/we accept liability for payment of your account within your published credit terms.				
Date:		Signed:		Status:

F R STREET Ltd FAIR TRADING POLICY 2005

Definitions

1. "Customer" means the person(s) firm company or organisation whose order for Goods is accepted by us.
"Goods" means the goods supplied by us to the Customer.
"Conditions" means the terms and conditions contained in this Fair Trading Policy.
"Order" means the order placed by the Customer for the supply of Goods.

Terms of acceptance of orders

2. Any Order shall be made by the Customer and accepted by us only upon and subject to these Conditions. All other conditions are hereby excluded unless expressly accepted in writing by us. Each of these Conditions constitutes an entirely separate and independent provision so that if any of them are held to be invalid for any reason this shall not affect the remaining provisions which shall continue in full force and effect. We may, in our absolute discretion, accept or reject any Order.

Cancellation

3. Orders for special non-stocked Goods may not be cancelled.

Price and Payment

4. Unless expressly stated otherwise all prices quoted are exclusive of value added tax (VAT) which will be payable at the applicable rate by the Customer. Quotations will lapse if not accepted in writing within 30 days.
5. All payments are due before the end of the month following the month in which the invoice is issued.

Specifications

6. We shall use all reasonable endeavours to supply the Goods in accordance with the Order. However, we reserve the right to change the specification of any Goods ordered by the Customer without notice provided that such changes do not materially affect the quality, performance or appearance of the Goods.
7. The Customer shall have the right to return the modified Goods within 7 days of delivery if they are not acceptable to the Customer. On receipt of such Goods the Order shall be cancelled with immediate effect. We shall reimburse the Customer any expenses reasonably incurred in returning the modified Goods. If the Goods are not returned within 7 days of delivery, the Customer is deemed to have accepted the modified Goods.

Delivery and Inspection

8. We reserve the right to make delivery of the Goods by instalments. Where delivery of the Goods is by instalments we shall be entitled to invoice the Customer for each separate instalment of the Goods supplied at the rate applicable to the whole Order.
9. Time for delivery is not of the essence. Delivery dates given by us are estimates only and we shall not be liable for any loss to the Customer or any third party for any delay in transit.
10. A delivery note signed by the Customer or any person acting as the servant or agent of the Customer shall be absolute proof of delivery of the Goods to the Customer.
11. The Customer shall inspect the Goods immediately upon delivery. If the Goods are not in accordance with the Order the Customer shall within 7 days of delivery give notice in writing to us.
12. If the Goods are damaged the Customer shall a) immediately record the damage on the delivery note and b) within 7 days of delivery provide details in writing to us of the damage to the Goods identified at the time of or prior to delivery; and c) store the Goods on its premises in a manner which makes them readily identifiable as our Goods. The Goods shall be stored at the Customer's risk for the period of 21 days from the date of such notice. During such period we, our servant or agent shall have the right to enter upon the Customer's premises or the premises of any third party where the Goods are stored or thought to be stored, for the purpose of inspecting the Goods and the original packaging.

Risk and Retention of Title

13. The risk of loss and/or damage to Goods supplied by us shall pass to the Customer when they are delivered to the Customer at the premises specified in the Order or upon collection of the Goods by the Customer. We shall not be liable for the safety of the Goods thereafter (and accordingly the Customer shall insure the Goods thereafter against such risks as may be commercially prudent). If we arrange for an independent carrier to deliver the Goods to the Customer we shall ensure that suitable "Goods in Transit" insurance is in place.
14. Until payment of the invoice is received in full together with any interest payable by the Customer due to late payment the legal and equitable title in and to the Goods shall remain with us and the Customer shall be entitled to possession of the Goods supplied as our bailee.
15. The Customer shall store the Goods separately from any other assets clearly marked or designated as our property. We shall be entitled at any time to require the Customer to deliver the Goods or any part thereof to us on demand. If the Customer fails at once to do so we shall be entitled to enter upon any of the Customer's premises or the premises of any third party where the Goods are stored or thought to be stored for the purpose of repossessing the Goods or any part thereof. We shall be entitled to dismantle machinery or equipment of the Customer to recover possession of the Goods or any part thereof and the Customer shall be responsible for all of the costs and expenses reasonably incurred by us in recovering possession of the Goods or of any part thereof.
16. The Customer may sell the Goods by way of a bona fide sale in the ordinary course of business but may not otherwise deal with, sell, charge, part with possession or convert the Goods until title therein has passed to the Customer.
17. Where any of the Goods are sold to a third party before title to them has passed to them the Customer shall hold the proceeds of sale on trust for us. Such proceeds of sale shall not be mixed with other money or paid into an overdrawn bank account and shall be kept at all times identifiable as our money.

Late payment

18. When payment of any of our invoices is overdue we may a) charge and recover interest from the Customer at the rate of 5% per annum above National Westminster's base rate from time to time from the date due until payment and/or b) suspend our performance of the Order to which the invoice relates and/or of any other Order then subsisting between the Customer and us.
19. In the event of legal action being taken by us against the Customer for breach of payment obligations, the Customer shall be responsible for all costs and disbursements on a full indemnity basis.

Force Majeure

20. We shall not be liable for non-performance in whole or in part of our obligations if such non-performance is due to acts of God, war, insurrection, government regulations, embargoes, strikes, labour disputes, illness, fire, flood, tempest, the Royal Mail or other postal service or any other cause beyond our control. During the continuance of such contingency the Customer may, by written notice to us, elect to cancel the Order, but will otherwise accept performance when possible.

Liability and Claims

21. Where the Goods are sold to a person dealing as a consumer, we warrant to the Customer that the Goods a) will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for the purpose held out by us or made known to us in writing at the time the Order was placed; and b) will be free from defects in material; and c) will comply with all statutory requirements and regulations relating to the sale of the Goods.
22. Without limiting any other remedy, if any Goods are not supplied in accordance with the Order then the Customer shall be entitled a) to require us to repair the Goods or to supply replacement Goods in accordance with the Order within a reasonable period; or b) to treat the Order as cancelled by our breach and require the repayment of any part of the price which has been paid.
23. We shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer.
24. In no event shall any breach of contract or tort (including negligence) or failure of any kind on our part give rise to any liability for loss of business, revenue, goodwill or anticipated savings and any indirect consequential loss or damage arising from any cause whatsoever even if we have been advised of the possibility of such losses.
25. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
26. Where the Goods are sold under a consumer transaction the statutory rights of the Customer are not affected by these Conditions.

Waiver of Remedies

27. No forbearance, delay or indulgence by either party in enforcing the provisions of these terms and conditions shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach.

Law

28. These Conditions and the contract to which they relate shall in all respects be construed in accordance with English Law and the Customer hereby submits to the exclusive jurisdiction of the English courts.

Notices

29. All notices which are required to be given by us or the Customer shall be in writing and shall be sent in the case of a company to its registered office and in all other cases to the last known address of the recipient, or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice shall be deemed to have been served if by hand when delivered, if by first-class post 48 hours after posting and if by facsimile when despatched.