



INTERNATIONAL (UK) LIMITED

CREDIT ACCOUNT APPLICATION FORM

Please return this completed form to:

Beacon International (UK) Ltd. Elgee Works, Victoria Street, Desborough, Northamptonshire. NN14 2LX.

Tel: 01536 762939 | **Email:** info@beaconuk.com | **Web:** www.beaconuk.com

PLEASE COMPLETE IN BLOCK CAPITALS AND BLACK INK

YOUR BUSINESS DETAILS

Registered Name:		Parent Company:	
Company Tel No:		Company Fax No:	
Registered Address:		Company Email Address	
		Company Registration No:	
		Company VAT No:	
Name of Director 1 :		Name of Director 2 :	
Name of Director 3 :		Name of Director 4 :	
Trading Address :		Invoice Address :	
Purchasing Contact :		Accounts Contact:	
Purchasing Tel No:		Account Tel No:	
Purchasing Contact Email:		Accounts Contact Email:	
Receive email invoices Y/N	Y/N	Receive email statements Y/N	Y/N
Email address for Invoices		Email address for Statements	

YOUR BANK DETAILS

Bank Name and Address:	Account Number:
	Sort Code:

TRADE REFERENCES

Trade Reference 1

Trade Reference 2

Company Name:	Company Name:
Address:	Address:
Telephone No.	Telephone No.
Fax No.	Fax No.
Contact Name:	Contact Name:

PLEASE READ & COMPLETE ALL SECTIONS OF THE APPLICATION BEFORE SIGNING THE SECTION BELOW

I (the undersigned) agree that all transactions of hire or sale entered into by my company (known as "the customer") shall be subject to Beacon International UK Ltd conditions of Hire or Sale as the case may be operative at the time of any contract of hire or sale. I will make full settlement of all monies due within thirty days after end of month following Beacon International UK Ltd's invoice. I hereby personally guarantee payment in respect of all sums due from my company (the Customer) to Beacon International UK Ltd together with all ancillary costs incurred. I have retained a copy of this form for my records.

Initial credit limit required:	Date:
Signature of Director:	Home Address :
Full Name :	

For Internal Use Only

Amount of Credit Issued:	Account Number Issued:
Authorised By	Attached to Price List
Date Account Opened	Assigned to Sales Person:

TERMS & CONDITIONS OF SALE

Beacon International UK Ltd Terms & Conditions of Sale – January 2015

1. Terms of Contract

These terms and conditions shall govern all sales of goods or service (the goods) by Beacon International UK Ltd (B.I UK) to any buyer (The Buyer). Purchase orders by the Buyer shall constitute offers to buy and no contract shall exist until the order has been accepted by B.I UK. and such contract shall be subject to B.I.UK's terms and conditions herein set out. The conditions of the buyers purchase order shall not form part of the contract unless expressly agreed by B.I.UK in writing. The buyers purchase order must be in writing and show item number, full description of goods and quantity.

All orders accepted by B.I.UK. are only accepted under these terms and conditions and to the exclusion of any other terms and conditions.

No variation of these conditions shall be effective unless in writing and signed by or on behalf of both parties.

Notwithstanding any variation these conditions shall continue to apply except in so far as they are specifically excluded in writing by B.I.UK. The buyer acknowledges that there are no representations outside these terms and conditions, which have induced him to enter the contract.

2. Price

The price is exclusive of any VAT and any other tax, which shall be paid by the buyer.

The price of the goods shall be B.I UK.'s quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in B.I UK.'s published price list current at the date of the order.

A quotation given by B.I UK. will constitute an offer to treat only. Any order from the buyer based on the quotation shall constitute an offer to buy and no contract shall exist until accepted by B.I.UK as herein provided.

The time of payment of the price shall be of the essence of the contract.

Terms of Payment

Subject to any special terms agreed in writing between B.I UK. and the buyer, B.I UK. shall be entitled to invoice the buyer for the price of the Goods

On or at any time after delivery of the Goods.

At any time after B.I.UK has notified the Buyer that the Goods are ready for delivery but the Buyer has requested B.I.UK to delay delivery.

In any case where the Buyer is to collect or make arrangements for collection of the Goods at any time after B.I UK has notified the Buyer that the Goods are ready for collection.

The due date for the payment by the Buyer, of the price of the Goods, shall be thirty days after end of month following invoice by B.I.UK for the goods notwithstanding that delivery may not have taken place and the title to the Goods has not passed to the Buyer.

Without prejudice to the provisions of sub-clause 3.2 B.I.UK. will allow the Buyer the discretionary right to pay the price of the Goods by the last day of the month following the month in which B.I.UK's invoice is dated (the discretionary date) until this discretionary right shall be withdrawn by B.I.UK giving notice to the buyer of such withdrawal. Notice shall not be given by B.I.UK unless the Buyer shall be in default of any payment obligation on the part of the Buyer under any other contract entered into between the Buyer and B.I.UK

Any payment on account will be allocated against the Buyer's longest outstanding invoices first as determined solely by B.I.UK

Where the Buyer fails to make any payment by the discretionary date then, without prejudice to any other right or remedy available to B.I.UK, B.I.UK reserves the right to charge interest on the amount underpaid 4% over Barclays Bank base rate from time to time, calculated on a daily basis, from and including the discretionary date until payment is received in full.

Goods in Transit

The Buyer hereby accepts the general conditions of any carrier employed by B.I.UK Neither B.I.UK nor any carrier shall be liable for damage or loss of Goods in transit or for shortage on delivery unless notice in writing is given to the carrier concerned and B.I.UK within 3 days of the date of delivery or in the case of non-delivery or loss of Goods within 14 days from the date of despatch and such other steps are taken by the Buyer (including if necessary shorter notice to the carrier concerned) as may be necessary to preserve the claim against the carrier.

4.2 In cases of Goods damaged or lost in transit to a destination abroad, the provisions of 4.1 shall apply, save that B.I.UK and the carrier concerned must be notified in writing within 7 days of the date of delivery of Goods or (if lost) within 45 days from the date of despatch

Delivery

Delivery will be made to the Buyer at a United Kingdom site as agreed. Delivery dates and times are given in good faith but are estimates for information purposes only. No liability will attach to B.I.UK for failure to meet delivery dates or times. Time of delivery shall not be of the essence.

B.I.UK shall be entitled to use any method of transportation it may select for despatch of the Goods.

B.I.UK shall provide the Buyer with any documents or certificates necessary to enable the Buyer to accept delivery. The Buyer shall be responsible for unloading and storage of the Goods upon delivery to the specified site. If through the Buyers default delivery may not be accepted without prejudice to any other right or remedy available to B.I.UK the Buyer shall pay any extra costs incurred by B.I.UK

The cost of carriage and any packing which at it's sole discretion B.I.UK deems necessary shall be charged to the Buyer in addition to the price of the Goods.

6. Storage

Where B.I.UK. has notified the Buyer that the Goods are ready for delivery the Buyer shall take delivery or arrange for storage. If the Buyer does not so take delivery or arrange for storage within 7 days of notification, B.I.UK. shall be entitled to invoice and be paid for the Goods as though the goods had been duly delivered in accordance with these instructions and B.I.UK may arrange storage either at B.I.UK's own premises or elsewhere on the Buyers behalf and all charges for storage insurance and demurrage shall be payable by the Buyer.

Title Property and Risk

Notwithstanding delivery and the passing of risk in the Goods or any other provision of these conditions the title to and the property in the Goods shall not pass to the Buyer until B.I.UK has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by B.I.UK to the Buyer for which payment is then due.

Until title to and the property in Goods passes to the Buyer, the Buyer shall not pledge the goods or documents of title thereto or allow any lieu to arise thereon. The Buyer shall keep the goods separate and identified as the property of B.I.UK and property stored protected and insured.

Until such time as the title to and property in the Goods passes to the Buyer, B.I.UK without prejudice to any other right or remedy available to it, shall be entitled at any time to require the Buyer to deliver up the goods to B.I.UK and, if the buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the goods.

Risk of loss or of damage to the Goods shall pass to the Buyer.

In the case of Goods for collection from B.I.UK's premises, 3 days after the time when B.I.UK. notifies the Buyer that the Goods are available for collection.

Or in the case of Goods to be delivered otherwise that at B.I.UK's premises or if the Buyer fails to take delivery of the Goods, at the time of despatch by B.I.UK.

Cancellation of Order

The Buyer with B.I.'UKs consent which shall not be unreasonably withheld may cancel any order for goods held in stock by B.I.UK at the date of such order and by a minimum of 48 hours written notice, provided that the Buyer shall pay a cancellation charge equivalent to 20% of the order price of the Goods and reimburse B.I.UK. all costs incurred by B.I.UK. to any third party in relation to that order.

An order for non-standard goods other than those held in stock by B.I.UK. at the date of the Buyer's order may not be cancelled once an order has been accepted by B.I.UK.

Each delivery of Goods will be considered as a separate order for the purpose of this clause.

Defective Goods

If the Buyer notifies B.I.UK. in writing within 28 days of delivery of the Goods that they are defective and returns the defective Goods to B.I.UK at it's own expense and risk, B.I.UK. will at its option replace or repair without charge the defective Goods or any defective component part of such Goods or credit the Buyer with the price of such Goods. In respect of Goods defective in manufacture B.I.UK will endeavour to arrange for the manufacturer's warranty to extend to the Buyer.

B.I.UK. will not be liable hereunder in any way if when the Goods, which the Buyer alleges are defective, are tested or examined by B.I.UK. the alleged defect appears to have been caused by the buyer's misuse, neglect, improper installation any cause beyond the range of intended use of the product or by accident fire or other hazard.

Unless otherwise provided in this agreement and except in respect of death or personal injury caused by B.I.UK's negligence B.I.UK shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law, or under the express terms of the contract for any indirect special or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for compensation whatsoever (whether caused by the negligence of B.I.UK it's employees or agents or otherwise which arise out of or in connection with the supply of Goods or the provision of services or their use by the Buyer. The entire liability of B.I.UK shall not exceed the contract price.

Non-Defective Goods

The return of the non-defective Goods may only be considered by B.I.UK. provided that all of the following conditions are met

The Goods are standard Goods normally held in stock by B.I.UK

The Goods have been purchased from B.I.UK and proof of such purchase can be provided to B.I.UK by the Buyer.

The Goods are in a re-saleable condition.

The Buyer agrees to pay a restocking charge equivalent to 40% of the order price of the goods.

The Buyer agrees to return the goods to B.I.UK at the Buyers expense.

Non-standard Goods may not be returned buy the Buyer to B.I.UK. under any circumstances.

Force Majeure

B.I.UK shall not be liable for non-performance or delay in performance or for any loss or damage to the Goods due to act of God, war, riot, embargo labour dispute, civil commotion, fire, theft, shortage of labour or materials, confiscation, delays in delivery or services of manufacturers, suppliers and sub-contractors, prohibition of import or export or any unforeseen event (whether or not similar in nature to those specified) outside it's reasonable control.

12. Default of the Buyer

If the Buyer shall commit a breach of these conditions or of any of its obligations to B.I.UK or if any arrestment, distress or execution shall be levied upon the buyer's property or assets or if the Buyer shall make or offer to make arrangement or composition with its creditors or become subject to an administration order or commit any act of bankruptcy or become apparently insolvent or grant a trust deed for its creditors or if any petition or receiving order in bankruptcy shall be presented or made against it or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business (other than that for the purposes of amalgamation or reconstruction) shall be passed or presented or if a petition for the appointment of an administrator to such company shall be presented or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed or if B.I.UK considers the arrangements for payment by the Buyer or the buyers credit to be unsatisfactory B.I.UK shall at its sole discretion have the right forthwith to terminate any contract subsisting with the buyer without prejudice to any claim or right or remedy available to B.I.UK or render an invoice for the full balance of the orders not then completed.

13. Installation of Goods supplied by B.I.UK.

Where the Goods supplied includes the installation by B.I.UK or its agents the prices quoted by B.I.UK to the Buyer will assume that

The site is ready for installation to commence at the agreed time.

Installation is to be completed within normal working hours.

Site access is available at all times necessary to complete the installation.

Adequate mechanical lifting equipment is provided by the Buyer in the event the installation is to be carried out above ground level

Should any of the conditions set out in 13.1 not be met, B.I.UK shall charge the Buyer for the excess at B.I.UK's current rate (including travel and overtime rate)

It is the Buyer's responsibility to provide a safe environment for B.I.UK's employees and or contractors to carry out the installation. Without detracting from the generality of the foregoing such provision must include heating, lighting and power supplies.

Protection of fixtures, fittings and other vulnerable items is the responsibility of the Buyer.

If according to B.I.UK. the form of services or the terms of engagement under which the quotation has been provided change in any manner B.I.UK. reserve the right to vary or amend the quotation.

Warranty

There are no warranties, conditions, guarantees or representations whether express or implied by statute or otherwise orally or in writing except as provided herein.

Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a Consumer (within the meaning of the Unfair Contract terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) order 1976) the statutory rights of the Buyer are not affected by these conditions.

Quantity Estimate

Subject to prior agreement in writing B.I.UK. will not provide any on-site services for the Buyer. Any estimate of the quantity of Goods required by the buyer prepared by B.I.UK. is for guidance only and will be based on information provided by the Buyer to B.I.UK. Any such estimate does not constitute an offer capable of acceptance and B.I.UK. accepts no liability for the accuracy thereof. When providing an estimate, B.I.UK. does not include any allowance for additional materials for wastage or installation and the Buyer must check the estimate prior to ordering from B.I.UK. If the estimate is inaccurate or the form of services or the terms of engagement under which the estimate is provided change in any manner, then B.I.UK. reserves the right to vary or amend the estimate as it sees fit.

Insurance

The Buyer shall insure the Goods whether or not installed against fire theft damage or other normal insurance risks for their replacement cost. Where on-site works are executed at the Buyer's or any third party premises by B.I.UK. or its sub-contractors the Buyer shall notify their insurers of such work-taking place and ensure they are fully covered for the duration of the works.

General

These conditions constitute the entire agreement between the parties and supersede all prior agreements and understandings between them.

A waiver of any provision must be in writing to be effective and a waiver of any provision or a failure or delay to exercise any right shall not constitute a waiver of any subsequent breach of the same or any other provision.

Invoices must be paid in full with no deduction or set off in respect of monies or liabilities which the Buyer may claim to be payable by Beacon International UK Ltd or associated companies.

The provisions of these conditions are severable and if any one or more such provisions are judicially determined to be unenforceable in the whole or in the part the remaining provisions shall nevertheless be binding on and enforceable by the parties hereto.

The headings in these conditions are for convenience only and shall not affect their interpretation.

17.6 The contract shall be governed by and interpreted in accordance with English Law.