



Credit Application Form

ALL FIELDS ARE MANDATORY

Section A - Business Details (Ltd Plc and LLP Only)

Company Name		Address	
		Postcode	
Telephone:		Fax:	
Email:		Website:	
Directors Names:		Legal Status (Ltd.Plc.LLP)	
Required Monthly Credit £			
Registered Office Address (If different to above)			
Telephone:		Fax:	Email:
Reg No:	Date Reg:		VAT No:

Section B - Sole Trader/Partnership ONLY

Trading Name

Main Applicant One

Title	Forename	Surname
Current Address		
Date of Birth	Telephone:	Mobile:
Previous Address (If less than 3 years)		

Section C - Guarantee of Payment

NB – If the Buyer is a limited liability company or a limited liability partnership established less than 3 years or a sole trader or partnership only you must sign in agreement of the following declaration –
This is a legally binding document, we recommend each personal guarantor seeks legal advice as to their liabilities before signing.
AT&T GB LTD (the Seller) agree to grant credit facilities to the Buyer. I (as signed below) unconditionally guarantee the due and punctual performance and discharge of all the buyers obligations and any future financial obligations to AT&T GB LTD including any subsequent increases in credit limit and any interest and late payment charges or costs incurred. Please refer to section 5 (e) in our conditions of sale.

Print Name:	
Position:	
Date of Birth:	(Proof of ID: Driving licence No. or Passport No.)
Signed:	Date:

Section D - Bank Account Details

Bank Name & Address	
Account Name	
Bank Account No.	Bank Sort Code

Section E - Sales Contact

Name	Position	Telephone:
Fax:	Email:	Mobile:

Section F - Accounts Payable Contact

Name	Position	Telephone:
Fax:	Email:	Mobile:
Invoice Address:		

Section G - Trade Reference

Company Name	Contact
Email:	Tel:

Company Name	Contact
Email:	Tel:

Company Name	Contact
Email:	Tel:

Section H - Signature

You are signing this form to verify details are true and correct on completion of this application form.

Signature:	Position:
Print Name:	Date
Signature:	Position:
Print Name:	Date

OFFICE USE ONLY

Rep name/Code: Website	Selection Code: WB/AS
Customer Terms:	Customer Type:

As part of our boarding procedure we will check your details against a credit referencing agency, by signing this form you are agreeing for such checks to be performed.

CONDITIONS OF SALE

1. AT&T (GB) Ltd will hereafter be referred to as the Seller
2. **GENERAL**
Unless otherwise expressly agreed in writing by the Seller the goods are supplied by the Seller only on these Conditions and no variation of or addition hereto (whether contained in any document emanating from the Buyer or made orally by any person acting or purporting to act on behalf of the Seller) shall have effect unless it is in writing signed by or on behalf of the Seller. If any of these conditions conflict with any conditions stated in the Buyers order or the Buyers conditions of purchase, these conditions prevail. Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
3. **QUOTATION**
No quotation issued by the seller is to be treated as an offer by the Seller but a basis to treat, open for the period stated therein or when no period is so stated, then within thirty days after the date of the quotation. If an order is placed on the basis of a quotation such order will be treated as an offer subject to these conditions and shall not be binding upon the Seller unless accepted by the Seller in writing. Quotations are subject to the Seller being able to purchase and obtain the necessary materials. All quotations subject to E & O.E. The Seller may from time to time make changes in the specification of the goods in the event of difficulties in obtaining components or raw materials or which may be required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the goods.
4. **QUOTATION OF PRICES**
Quoted prices will be subject to variation according to material costs at the time of manufacture other than for price list items which will be subject to the price ruling on the day of despatch.
5. **PAYMENT**
Unless otherwise agreed the following terms shall apply:
(a) The purchase price shall be payable in full on or before the last day of the calendar month following the month of despatch. Time for payment shall be of the essence. The Price is exclusive if VAT which shall be due at the rate ruling on the date of the Seller's invoice.
(b) Interest will be charged on all overdue accounts at 8% per annum above the prevailing Bank rate.
(c) Without prejudice to any other rights of the Seller, if any payment from the Buyer is overdue under this or any other contract between the parties the Seller shall have the right to suspend or cancel this or other contracts in its entirety. After 90 days all preferential discounts shall be withdrawn and goods charged at manufacturers current trade prices.
(d) If at any time the Buyer is in default in any of the Terms and Conditions of this contract particularly failure to pay any amounts due by the correct dates all monies payable by the Buyer shall immediately become due.
(e) This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under the contract, irrespective of any intermediate payment or discharge in full or in part of the guaranteed obligations.
(f) If any distress execution or other legal process shall be levied upon or served against the Buyer's property or if the Buyer shall make or offer to make arrangement or composition with its creditors or commit any act of bankruptcy, or if any petition shall be presented or made against the Buyer or if the Buyer is a company any resolution or a petition to wind-up shall be passed or presented or if a receiver or administrative receiver of all or any of its assets shall be appointed (without prejudice to any other rights which the Seller may have) in each or every such case the Seller shall have the right at any time to suspend or determine the contract or any unfulfilled part thereof and to cancel any outstanding deliveries to stop any products in transit and notwithstanding any other provisions payment in respect of any delivery already made shall be immediately due and the Seller may exercise all of its rights pursuant to Condition 11.
6. **DELIVERY**
The Seller will use its best endeavours to meet delivery dates quoted, promised or requested but shall not be liable to make good any loss or damage howsoever arising (whether directly or indirectly) out of delay in or failure to make delivery of the goods or any part thereof/ UK mainland deliveries are delivered free of charge by normal means at the Sellers option. All other deliveries may incur a carriage charge. The goods shall be at the Buyer's risk as from delivery.
- 6.1 **DELIVERY NOTES**
Delivery notes (Proof of Delivery) are only available for the last 90 days deliveries. They are available on request and an administration fee will apply.
7. **DAMAGE OR LOSS IN TRANSIT**
(a) The Seller is not responsible for damage or loss in transit. Carriers receipts should be signed 'unexamined' and in the event of damage or shortage notification must be sent within seven days of receipt to both the Carrier and Seller, and the packaging and the contents shall be retained for inspection by the Buyer and/or the Carrier. Goods consigned by parcel post are subject to the Regulations of the Postal Authorities.
(b) In the event of non-receipt of goods by the Buyer within seven days of despatch, advise or invoice (whichever is earlier) the Buyer shall notify the Seller immediately in writing, telex or fax.
(c) If the Buyer fails to comply with the provisions of this Clause the Buyer shall be liable to pay for the goods undelivered or damaged as though they had been delivered in good condition.
8. **FITNESS FOR PURPOSE**
The Buyer shall determine the fitness of purpose of the goods for the Buyers intended use and assume all risks and liability in connection therewith.
9. **TECHNICAL ADVICE OR ASSISTANCE RECOMMENDATIONS**
(a) The Seller at the request of the Buyer may but without any obligation to do so furnish technical advice or assistance or recommendation with reference to the use of the goods or materials sold hereunder on the express condition that any such advice or assistance or recommendation is given and accepted at the Buyers risk and the Seller shall not be liable for any loss or damage cost or claims arising there from.
(b) The Seller is not responsible for the consequences of any inadequacies or other deficiencies in any drawing, specification or other information provided by the Buyer to the Seller.
10. **FORCE MAJURE**
If the Seller is prevented (directly or indirectly) from making delivery of the goods or any part thereof by reason of Act of God, war, strikes, lockouts, industrial disputes, fires, explosions, breakdowns, failure of source of supply of materials, shortage or delay in obtaining fuel supplies, interruption of transport, Government action, or any other cause whatsoever outside the Sellers reasonable control, the seller shall be under no liability whatsoever to the Buyer.
11. **TITLE OF GOODS**
(a) The risk in the goods shall pass from the seller to the Buyer upon delivery of such goods to the Buyer. However notwithstanding delivery and the passing of risk in the goods title and property in the goods including full legal and beneficial ownership shall not pass tot he buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the goods were delivered. Until title and property in the goods passes to the Buyer the Buyer shall hold the goods and each of them on a fiduciary basis as bailee for the seller. The Buyer shall store the goods (at no cost to the seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the seller's property.
(b) So long as the title in the goods remain vested in the Seller, the Seller shall be at liberty at any time to retake possession thereof and to that purpose to enter upon any premises of the Buyer or any other premises where goods may be.
(c) Notwithstanding that title has not passed to the Buyer the Buyer shall be at liberty to re-sell the goods but any such resale shall be deemed to be for the account of the seller and any proceeds thereof whether received from the sub-buyer or from any assignee of the debt due from the sub-buyer shall be held by the Buyer on behalf of the Seller until such time as the purchase price for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer shall be paid in full and shall not be mixed with other money or paid into any overdrawn bank account and shall at all material times be identified as the Seller's money.
(d) If prior to the passing of the title therein the Buyers shall process the goods or mix them with other goods ownership of the processed or mixed goods shall forthwith vest in the Seller and shall remain so vested until such time as the purchase price be paid in full.
(e) The Seller shall be entitled to recover the Price plus VAT notwithstanding that property in any of the goods has not passed from the Seller.
(f) The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are the property of the Seller. Without prejudice to the other rights of the Seller if the Buyer does so all sums whatsoever owing by the Buyer to the seller shall forthwith become due and payable.
(g) The Buyer shall insure and keep insured the goods to the full price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the goods passes from the seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the seller shall forthwith become due and payable.
12. **LIABILITY**
(a) All conditions guarantees or warranties whether express or implied by statute or common law or otherwise are hereby excluded. Provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a Buyer dealing as consumer.
(b) The Seller shall not be liable for consequential losses of any kind arising directly or indirectly from or in consequence of the sale of any goods by the seller of the use of the sellers goods.
(c) The Seller shall not be liable for any damage to property arising directly or indirectly from any defect in or failure of or unsuitability for any purpose of the goods whether due to any act, omission, negligence of the Seller or its employees or agents or to faulty design, workmanship or materials.
(d) Notwithstanding the foregoing the seller will supply new goods in exchange for any defective goods or at the sellers option the Seller will repair defective goods provided that the defect arises under proper and normal use and solely from faulty design, workmanship or materials and provided that written notice giving full details of the alleged defects is received by the Seller within twelve months of the date of the despatch of the goods.
(e) All terms conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise regarding the quality and/or fitness for purpose of the goods or any of the goods are excluded.
(f) In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.
13. **THIRD PARTY INDUSTRIAL RIGHTS**
Where goods are supplied to the Buyers drawings, design or spcification, the Buyer warrants that the manufacture, supply or sale by the seller will not infringe any Patent or Registered Design or copyright and will indemnify the Seller against all liability for any infringement and against all actions proceedings, claims, costs, demands and expenses in relation thereto.
14. **TRADEMARKS, PATENTS AND COPYRIGHT**
(a) All goods sold in retail packaging may be resold by the Buyer only in the packaging supplied by the Seller and in no case may any trademark other than those applied by the Seller be marked on or applied in relation to the goods.
(b) No right or licence is granted under these conditions of sale to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or re-sell the goods.
15. **PROPER LAW**
These Conditions and all Contracts to which they apply shall in all respects be governed by and construed in accordance with the Law of England and shall be subject to the jurisdiction of the English Courts.

SIGNED BY	
WITNESSED BY	

PRINTED	
PRINTED	

DATE	
DATE	