









01279 876 500 | Buzzcateringsupplies.com

Application for Credit Account

We aim to process all applications promptly. Applications that are incorrect or incomplete will be delayed, so please read these guidelines carefully before completing the application.

- Please read, sign and return a copy of the Terms & Conditions of Sale contained in Appendix 1.
- Please <u>read</u> the data protection notice contained in section Appendix 2.
- 3. Please complete & return the below sections:

SECTION A: Must be completed by all applicants

SECTION B: Must be completed by Directors, Company Secretary, Sole Traders, Partners & Trustees

SECTION C: Must be completed by all applicants

SECTION D: For LTD/LLP and PLC companies a director(s), company secretary will need to sign

For sole traders, the owner of the account needs to sign

For partnerships, all partners need to sign

For clubs or associations, the Secretary/Treasurer needs to sign

- 4. **Sole Traders:** please <u>enclose suitable evidence of your home address</u>. For example, this could include a council tax bill, telephone bill, bank or building society statement or credit card statement.
- Please return the completed document alongside a <u>scanned copy of your ID</u>. Acceptable forms of ID include government issued photographic documents (passport or driving licence). Do not send your original identification, copies are expected.

By Post:

FAO: Accounts Department Buzz Supplies Ltd

Unit F, Woodside Industrial Estate

Bishop's Stortford Hertfordshire CM23 5RG

By Email:

Accounts@buzzsupplies.co.uk

IF YOU ARE UNCERTAIN AS TO ANY ASPECT OF COMPELTION OF THIS FORM YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

SECTION A:

COMPANY PROFILE

Company name (Trading name)				
Registered Address (Trading address)				
Postcode				
Country				
Company Registration No				
VAT Number				
Date of Incorporation				
Years Established	□ 0-6 Months □ 6-12 Months □ 1 Years □ 2 Years □ 3 Years +			
Type of Business If Other Please Specify.	□ PLC □ LTD □ LLP □ Partnership □ Sole Trader			
Anticipated Monthly Spend	£			
Proof of address enclosed?				
MAIN CONTACT				
Full Name				
Telephone				
Mobile				
Email				
CONTACT FOR INVOICES/STATEM	MENTS			
Full Name				
Telephone				
Mobile				
Email				
Do you require all goods to be some	plied against an official nurchase order number 2			
Do you require all goods to be supplied against an official purchase order number? ☐ Yes ☐ No If No, please state whom may collect goods on your account:				
# Name	Email			
1				
2				
3				
4				
Note: If a list of names is not provided, we will assume all goods on your account are drawn with your authority.				

SECTION B:

Directors / Company Secretary / Sole Traders / Partners / Trustees

Full Name	
Role	
Address	
Date of Birth	
Full Name	
Role	
Address	
Date of Birth	
Full Name	
Role	
Address	
Date of Birth	
SECTION C:	
Your Bank Details: Please give full de	etails of your main account
Bank Account Name	
Banking Organisation	
Sort Code	
Account Number	
IBAN	
RIC/SWIFT	

SECTION D:

Declaration:

Each signatory below, as an authorised representative of the applicant Customer, hereby applies for a Credit Account ("Account") and agrees, on behalf of the Customer to pay items outstanding on the Account on the last working day of the month following the month of the invoice (unless otherwise stated on the face of the invoice), in accordance with Buzz Supplies Ltd Terms and Conditions of Sale ("Conditions of Sale").

By signing below, each signatory confirms that they have read and accepted Buzz Supplies Ltd Conditions of Sale on behalf of the Customer and acknowledge and agree that the conditions (as modified, amended or updated by Buzz Supplies Ltd from time to time) shall apply to the Account and to all sales of Buzz Supplies goods and/or services.

By signing below, each signatory also agrees to personally guarantee the performance of all contracts with Buzz Supplies Ltd by The Customer, including any financial obligations arising from any changes in the credit limit of the Account made by Buzz Supplies Ltd from time to time. In the event of failure or default, or non-compliance with the Conditions or the terms of any contract, Buzz Supplies Ltd has the right to proceed against the signatory personally.

Should be signed by a Director(s), partner(s), company secretary or proprietor of the business:

Signed			Print Name		Date	
Signed			Print Name		Date	
Signed			Print Name		Date	
Signed			Print Name		Date	
SECTION E						
ACCOUNT REFERENCE						
DISCOUNT %						
PRICE LIST REFERENCE						
CREDIT LIMIT						
LAST CREDIT REVIEW						
NEXT CREDIT REVIEW						
APPROVED E	ВУ					
DATE						

APPENDIX 1: TERMS & CONDITIONS OF SALE

1. All goods sold by The Company are sold subject to these terms and conditions

- All terms and conditions included are accurate at the time of printing
 The Company reserves the right to change its terms & conditions without prior notice and it is the responsibility of The Customer to check for the latest terms & conditions online.

- a. The Company is a Business to Business (B2B) trader and is not orientated to the consumer market. All transactions made on our website or via telephone are classed as commercial business contracts.
- b. If you are making a purchase for yourself please note that the transaction will not be covered by the consumer Distance Selling Regulations (DSR) and by continuing you unequivocally confirm and agree to the fact that the transaction is being made by a purchaser for or on behalf of a business

3. Quotation & Prices

- a. All quotations of prices (whether written or oral) are subject to withdrawal or amendment by The Company at any time prior to receipt of acceptance from The Customer.
- b. If The Company has not received an acceptance within 30 days of the date of quotation, the quotation shall be deemed to have lapsed.
- All prices quoted by The Company are subject to availability. If an order has been placed for an item, that price will be honoured unless it is out of stock and new stock due is to arrive is at a higher price.
- d. All descriptions and specifications (including dimensions, weights and particulars) submitted by The Company are deemed to be approximate only, as are the details given in any company catalogue, price list, website and advertising material and do not form part of a contract.
- The Company reserves the right to modify or vary the design, specification or finish of any of our products without prior notice.

- a. Payment for goods shall be made at the time of order unless credit terms have been arranged, in which event payment for goods supplied under the contract shall be on the last working day of the month following the month of the invoice (unless otherwise stated on the face of the invoice)
- If payment of the price or any part thereof is not made by the due date The Company shall be entitled without prior notice and without affecting other rights hereunder:
 - Charge interest at 3.5% per annum above the base lending rate on the amount outstanding from the due date until the date of payment.
 - To cancel or suspend delivery of any goods ordered by The Customer which have not already been
 - delivered without incurring liability to The Customer.

 Recover payment for the goods from The Customer and interest thereof on a full identity basis including costs incurred by The Company for obtaining payment (such as solicitor fees).
- The Customer shall have no right to set-off in respect of claims against The Company.

 The time for performance of Customer obligations (whether payment or otherwise) shall be of the essence Failure to perform shall entitle The Company to treat the contract as repudiated by The Customer so that if invoices remain outstanding following the agreed credit terms then all invoices in existence, whether due for payment or not, will immediately become due and payable.
- The Company reserves the right to set-off against any sums due by The Company or any of its associated companies to The Customer.

5. Delivery & Carriage

- Most products are available for next day dispatch and The Company will make best endeavours to dispatch all completed orders received by 2PM on the same day. The Customer may enquire about availability of products when ordering.
- b. Customers will qualify for a Free Next Day Delivery service if the total sum of the order is greater than £50.00 before any tax is applied.
- c. Items delivered to any part of an additional charge zone (as per our map) may incur an additional delivery surcharge, even where the sum of the order is greater than £50.00.
- d. Prices include delivery to "kerbside" or "doorstep" only and delivery drivers are under no obligation to help you inside with any large item unless previously confirmed in writing. It is the responsibility of The Customer to ensure the relevant resources are available to take items into your premises.
- e. It is the responsibility of The Customer to ensure they have adequate access to take items into their premises. If an item is refused delivery because it will not fit through any doorway or access area, there will be a 25% restocking charge against the full order value which is payable buy The Customer.
- The Company, at its discretion, may use any number of couriers to make deliveries to The Customer, including using multiple couriers to deliver parts of the same order.
- The Company is not responsible for the service and therefore cannot guarantee next day delivery, although most are made the following day an order being placed.
- The courier will endeavour to deliver goods without delay and comply with reasonable instruction but any specified time of delivery does not form part of the contract and The Company shall not be liable for late delivery or shall such failure to deliver be deemed to be a breach of contract.
- If The Customer fails to take delivery of the goods, The Company shall be entitled to invoice as though they had been delivered. The Company may arrange storage until actual delivery and charge a reasonable cost.
- It is the responsibility of The Customer to inspect the goods at delivery. The Company accepts no responsibility for alleged non-delivery, shortfall, damage or other discrepancy unless notification is received in writing. If nnotified, the Company deems The Customer as having accepted goods.
- Claims arising for damage or loss in transit must reach The Company within 24 hours of delivery
 - Claims for non-delivery must reach The Company within 24 hours from the date of dispatch.
 - iii. All other claims must reach The Company within 24 hours from delivery Damaged goods must be retained for inspection and/or collection.
 - iv.

- Notwithstanding delivery and the passing of risk property in all the goods delivered by The Company to The Customer should remain vested in The Company until unconditional payment in full is received from The Customer and cleared through the bank of The Company. This applies for the goods and/or services comprise in any other contracts between The Company and The Customer which have been delivered and or performed but remain unpaid.
- Until payment due from The Customer under all contracts between The Customer and The Company has been received by The Company in full The Customer shall:
 - Hold upon trusts for The Company for the goods;
 - Keep the goods comprehensively insured against normal perils and damage at all times;
 Subrogate to The Company any rights it has in respect of insurance money recoverable for the goods
 - iv
 - Hold the goods as bailee in fiduciary capacity for The Company and it shall be the responsibility of The Customer to keep goods in good condition at its own expense;
 - Hold goods separately from any other assets identify them as the property of The Company; Permit any officer, employee or representative of The Company to enter with or without vehicles
 - onto The Customer premises or other site where the goods are located and to repossess the goods.

7. Cancellation by The Company

- The Company may defer or cancel any further deliveries and treat the contract as terminated without prejudice to its right to the unpaid purchase price of the goods delivered and to damages for any loss suffered in consequence thereof and to any interest outstanding if The Customer:
 - Fails to make any payment when due or;
 - Enters any arrangement with its creditors or;
 - iii Being incorporated, has a receiver appointed or shall make an order to that effect or;
 - Being an unincorporated company has a receiving order made against it or;
 - Breaches any of the terms and conditions herein (or in the case of special print orders, of any of the special print orders terms and conditions).

b. The Company reserves the right to cancel or reduce any order in the event of being unable, for any reason, to execute either the whole or part thereof.

8. Orders

- The Customer is responsible for ensuring the accuracy of any order.
- b. No order which has been accepted by The Company may be cancelled. The Customer shall indemnify The Company against all loss (including loss of profit), costs (including the cost of all material and labour used), damages, charges and expenses incurred by The Company as a result of cancellation.

9. Returns

- a. All sales are final. Goods are not sold on a trial basis nor can be returned if unwanted.
- To request a return of any item, The Customer is responsible for requesting an RAN (Returns Authorisation Number) from The Company.
- c. The Company, at its discretion, may agree to the return of goods by The Customer provided that the goods are returned at expense to The Customer, in the same condition and original packaging as those dispatch by The Company or its agents.
- d. Any goods agreed as acceptable for return (excluding faulty goods) will be subject to a restocking charge of 25% of the net invoiced price plus any expense incurred by The Company as a consequence of accepting the return and/or restoring the items to a condition in which they are fit for resale.

- a. All goods unless otherwise stated on invoice are sold with a 12-month parts only warranty and no labour or engineer costs are covered. The Customer is responsible for all labour or engineer costs incurred during the
- b. Where an item is covered under a "manufacturer's warranty", then the manufacturers terms will apply to, and govern any, warranty conditions relating to that item.
- c. Where an item is covered under a "return to base warranty" it is the responsibility of The Customer to return the item and upon receipt The Company shall, at its full discretion, assess whether the item needs repair or exchange. The replacement item may be a refurbished unit in full working order. The Customer is responsible for any postage costs they incur in returning the faulty item to The Company and any postage costs The Company may incur in sending the replacement to The Customer.
- d. Items offered as "ex showroom", "ex display", "reconditioned", "used", "graded" or "free of charge" are excluded from the warranty provided in this clause 10.
- e. All warranties apply to items purchased within the UK. Any items exported or delivered outside the UK are not supplied with any warranty.
- f. All warranties only apply to the original buyer of the goods and no warranty is transferable to another party. Should the buyer then re-sell the goods, any warranty currently in force would be null and void unless express written permission is granted by The Company.
- g. All items must be installed (where relevant) by a professional tradesman with the appropriate qualifications or certificates applicable under law at the time of installation. The Company reserves the right to ask for proof of installation of any item subject to a warranty claim.
- h. The company excludes some items or components from warranties including but not limited to glass, decks. stones, bulbs and perishable components such as heat seal bars, switches, buttons, rubber seals, gaskets or filters. It is the responsibility of The Customer to enquire regarding specific exclusions relating to the item being purchased.
- i. All warranties exclude the following and may result in charges being levied against the parties responsible for raising the warranty claim:
 - Damage or faults caused by poor maintenance
 - ii. Damage caused by unauthorised alterations to, misuse or abuse of equipment
 - Resetting of equipment or circuit breakers
 - iv Faulty on-site electrics (e.g. plug socket, plug, wiring, junction box or fuses)
 - Blockages (e.g. drains, condensers and pumps)
 - Corrosion or atmospheric conditions
 - Faults caused by or related to lime scale build up vii
 - Faults caused by or related to incorrect installation
- ix. Setting up or commissioning of equipment is required

 Where parts are to be replaced under parts only warranty, The Company will charge The Customer the cost of the parts upon their dispatch. The charge for these parts will be refunded to The Customer on receipt of the returned faulty parts. The Customer is responsible for any postage costs they incur in returning the faulty part
- k. Where items are covered by a Labour Warranty, The Company will arrange on behalf of The Customer an 'Engineer Call Out' subject to the obligations stated in section 11.

11. Engineer Callouts

- a. All engineer call outs (relating to a warranty or otherwise) requested by The Customer require a refundable deposit to be paid by The Customer to The Company in advance of the call out being arranged by The
- b. Engineer call outs deemed to be covered under the terms of a warranty at the sole discretion of The Company will have the deposit refunded.
- c. For chargeable callouts, a full invoice will be raised to cover the total cost of work completed (including engineer time charged at the prevailing rates of the company and any parts used).
- d. All cancellations must be made in writing to The Company with at least 24 hours' notice. Any cancelled or aborted calls that are not notified to The Company may be deemed as chargeable and this is at the sole discretion of The Company.
- e. The Company reserves the right to levy additional charges against The Customer where:
 - The Company incurs parking or congestion charges in relation to the request
 - Engineers are refused access or the premises is closed
 - The Company aborts the call out due to unsafe or unhygienic conditions
- 12. Liability As permitted under the Unfair Contract Terms Act 1977 The Company excludes liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sale of Goods Act 1979. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits
- 13. Force Majeure The Company will make every effort to carry out its obligations of the contract but due performance is subject to cancellation or variation as The Company may find necessary as a result of inability to secure labour, materials or supplies due to acts of god, war, strike, lockout, other labour disputes, fire, flood, drought, legislation or other cause (whether of the forgoing class or not) beyond the companies control. The Company shall be under no liability for failures, variations and delays attribute to causes beyond its control.
- 14. Entire Agreement The contract contains all the terms which The Company and The Customer have been agreed in relation to the goods and supersedes any prior written or oral agreements, representations or understanding between these parties relating to such goods. The Customer acknowledges that it is not relied on any statement, promise or representation made or given by or on behalf of The Company which is not set out in this contract.
- 15. Other Conditions of Sale By ordering any goods from The Company, The Customer will be deemed to have accepted these conditions contained or in any letter, acceptance form, receipt or the like received by The Customer regarding the goods so ordered and that any such other conditions will not form part of the contract between The Company and The Customer. For the avoidance of doubt, in the case of products specifically stocked at the request of The Customer, any additional terms do not apply in addition to these conditions and do not form part of the contract for the sale of such goods
- 16. Proper Law These conditions and all quotations, offer and acceptances shall be governed by and constructed according to English law. These terms and conditions are only available in English

SIGNED:	DATE:

APPENDIX 2:

Data Protection:

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with us and other businesses. In some instances, we may also make a search on the personal credit file of principal directors. We may also pass or share your information with carefully selected third parties for the purposes of account opening, credit vetting and account management. Should it become necessary to review an account then again, a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing we may also share information with other businesses.

By submitting information on this form, you confirm that you have the consent of all relevant individuals to the processing of their personal data for the purposes stated, including but not limited to partners, directors and other householders whose details may be obtained because of checks against the addresses you provide.

You have the right to apply for a copy of the information we hold on you, for which we may charge a small fee.