



## Credit Application Form

BUSINESS CONTACT INFORMATION			
Name:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
Town:	County:	Post Code:	
Date business commenced:			
<b>Tick Appropriate:</b> Sole Trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	LTD Company: <input type="checkbox"/> Registration No:
VAT Registration No.			
BUSINESS AND CREDIT INFORMATION			
Trading address (if different to above)			
Town:	County:	Post Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
BUSINESS/TRADE REFERENCES – A MINIMUM 2 YEARS TRADING HISTORY			
<b>Company name:</b>			
Address:			
Town:	County:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account:			
<b>Company name:</b>			
Address:			
Town:	County:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account:			
AGREEMENT			
1. All invoices are to be paid 30 days from the date of the invoice. 2. Claims arising from invoices must be made within seven working days. 3. By submitting this application, you authorise Murrell Trading International Ltd. to make inquiries into the trade references that you have supplied. 4. By signing below you are accepting Murrell Trading International Ltd T&C's. A copy is available on request.			
SIGNATURE			
Authorised Signature: Name: Date: Position in Company:			



# Credit Application Form

## Terms and Conditions of Sale

### DEFINITIONS:

The definitions and rules in these terms of sale apply:

**Buyer:** the person, firm or company who purchases the goods from the company

**Company:** Murrell Trading International Ltd, t/a No More Birds

**Goods:** Shall be all or any part of materials supplied to the Buyer by the Company, incorporating these terms and conditions

**Contract:** any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions

### 1. APPLICATION OF TERMS

- 1.1 Subject to any variation under condition 1.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms & conditions the Buyer purports to apply under any purchase order, confirmation of order, specification or other document)
- 1.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 1.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 1.5 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

### 2. PAYMENT TERMS

The buyer undertakes to accept and adhere to payment within 30 days on the date of invoice, unless otherwise agreed in writing and signed by a director of the Company. Payment must be in the form of cleared funds, payment types accepted are cash, cheque, Visa, Mastercard, Maestro or Solo, and bank transfer. Failure to adhere to the Company's stated payment terms will be treated as a breach of contract.

If any sum payable is not paid within the agreed payment terms the Company will be entitled to

- a. receive interest at the rate set by the Late Payment of Commercial Debts (interest) Act 1998, calculated on a daily basis from the date of invoice until payment is received as cleared funds in the Company's bank account.
- b. recover the cost of taking legal action to make the Buyer pay
- c. payment of such interest shall be without prejudice to the Buyers rights under the agreement

### 3. CREDIT ACCOUNTS

The Buyer authorizes the Company to use the information provided by the Buyer in this application form to pass on to third party credit reference agencies for the purpose of establishing the creditworthiness of the Buyer and allocating a credit limit against the Buyers credit account. The Company reserves the right to terminate the Buyers credit account at any time without prior notice.

### 4. DELIVERY

- 4.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time.
- 4.2 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 30 days.
- 4.3 If for any reason the Buyer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorizations:
  - a. risk in the Goods shall pass to the Buyer (including loss or damage caused by the Company's negligence)
  - b. the Goods shall be deemed to have been delivered
  - c. the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance) and
  - d. the Company will invoice the goods and payment will be due on the normal due date
- 4.4 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.5 The company may deliver goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.6 Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle the Buyer to repudiate or cancel any other Contract or installment.

### 5. NON DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

### 6. RISK/TITLE

- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (cash or cleared funds) all sums due to it in respect of:
  - a. the Goods; and
  - b. all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall
  - a. hold the Goods on a fiduciary basis as the Company's bailee
  - b. store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property
  - c. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods, and
  - d. maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
  - a. any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - b. any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if:
  - a. the Buyer has a bankruptcy order made against them or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any stator provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or involuntary) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator, or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 in the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer, or
  - b. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it. Or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - c. the Buyer encumbers or in any way charges any of the Goods.
- 6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 The Buyer grants the Company, its agent and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or in where the Buyer's rights to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.