|  |
| --- |
| Full Legal Title and Trading Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Sole Trader Partnership (please tick where appropriate)      Limited Company Co. Reg. No. PLC  SIC Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| I/We request you to open a Credit Account in the name of: (please include full Invoice/Statement address) Name ……………………………………………………………………………………………………………….  Address1 ……………………………………………………………………………………………………………….  Address2 ……………………………………………………………………………………………………………….  Town ………………………………………………………………………………………………………………  County ………………………………………………………………………………………………………………  Postcode …………………………………………… Tel No ………………………………………………...  Fax No ………………………………………….... E Mail ………………………………………………….  **All of our invoices are sent by e-mail, please enter your email address below:**  Email …………………………………………………………………………………………………………….. |
| Business Type (please specify) ………………………………………………………….…………………………… |
| Method of Payment : BACS only |
| Years in Business: ………………………………………………………………………….……………………….. |
| Proposed Credit Limit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Agreed Credit Period : NET 30 DAYS   Trade References These should be **2** trade references, not personal or bank.  I/We authorise you to take up references at any time from the under mentioned trade sources (we will make searches with a credit reference agency, which will keep a record of those searches and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.):  **EMAIL ADDRESS MUST BE GIVEN WHERE POSSIBLE**  **AND WILL SPEED UP YOUR APPLICATION.**   1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Full Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Tel Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Full Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tel Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| Names of People Authorised to Make Payment Name Position Tel No Email |
| Details of Owner/ Partners/ Directors  1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Home Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Home Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **I attach a sample of my / our headed paper with this form.**  We accept that title to all goods supplied to us will remain vested in Escrick Environmental Services Ltd until all amounts outstanding from us on any account have been paid in full to Escrick Environmental Services Ltd  I/We also agree to comply with your settlement terms of Net Monthly.  Signed ……………………………………………………………………….  Position ………………………………………………………………………  Date ………………………………………………………………………….  **If any sections are left blank or incomplete without due reason the form will be returned.** |

**By signing this forms means you agree to our terms and conditions (form attached**).

**TERMS OF CREDIT**

**1.** All words, terms and expressions (and, in particular but without limitation, **"the Company"** and **"the Services"**) herein have the same meaning as they have in the Escrick Environmental Services Ltd **"Terms and Conditions of Business (“Terms and Conditions”**).

**2.** It is understood and agreed that the Customer will normally (but not necessarily) be the user of the service pursuant to contracts for the Company’s services made on the terms of the Terms and Conditions (**"the contracts"**) but, without prejudice to the Company’s rights against any other person, the Customer shall in any event and at all times be primarily responsible for the payment of services under the contracts.

**3.** The credit agreement is made between Escrick Environmental Services Ltd and the Customer on these terms of credit and in connection with the payment of services pursuant to the contracts and it is ancillary to the contracts. No such credit agreement shall come into force, however, until Escrick Environmental Services Ltd:-

**(i)** Checked to its complete satisfaction the Customer's creditworthiness, including (but not limited to) taking up the references provided by the Customer, and

**(ii)** Confirmed that the credit facility is agreed in such specific terms.

**4.** Subject to the right of Esrick Environmental Services Ltd at any time and at its sole discretion to vary its terms, the credit agreement shall remain in force until brought to an end in accordance with any provision herein.

**5.** The Customer warrants the accuracy and completeness of all personal information (including, without limitation, any trading name) provided by him which shall always be a condition of the credit agreement. Escrick Environmental Services Ltd must be informed of any changes to such information, but shall have no obligation to maintain this credit agreement as a result thereof. In particular (but not exclusively), Escrick Environmental Services Ltd may at its sole discretion treat any change in the Customer's trading name or in its legal status from an unincorporated entity to an incorporated body or vice versa as notice of termination within clause 13 below.

**6.** All rights and benefits of the credit agreement are personal to the Customer and may not be assigned or otherwise transferred to any other person without the express written consent of Escrick Environmental Services Ltd.

**7.** Services shall be payable against and in accordance with a Escrick Environmental Services Ltd’s invoice. All such invoices shall always be payable immediately upon demand, but Escrick Environmental Services Ltd nevertheless agrees to grant to the Customer an interest-free period of credit (**"the credit period"**), commencing on the date of the invoice, for such period as Escrick Environmental Services Ld may decide and notify to the Customer.

**8.** All invoices shall be deemed to have been duly received by the Customer within five days of the invoice date unless it is proved otherwise. Any query about an invoice must be notified in writing (preferably by email) to Escrick Environmental Services Ltd within seven days of receipt, failing which the invoice shall be deemed to have been accepted by the Customer as being due for payment.

**9.** Invoices must be settled in full and without deduction or set-off in respect of any other sum except as may otherwise be agreed in writing.

**10.** In respect of any payment which is not received by the due date, interest shall be payable from the date of the invoice at the relevant base rate plus 8%. Where the Customer's principal place of business is in the United Kingdom or in any non European Union member state, interest shall be payable as provided by the Late Payment of Commercial Debts (Interest) Act 1998, namely the Bank of England base rate for the time being plus 8%.

**11.** Escrick Environmental Services Ltd shall be entitled to treat the Customer's default on any one invoice as being a default on all other invoices which are unpaid (even if still within the credit period) at the time of such default and, without the need for any notice, all such invoices shall automatically thereupon become immediately due for payment with interest in accordance with clause 10 above.

**12.**In the event of any default or breach of the Customer's obligations hereunder, Escrick Environmental Services Ltd shall be entitled to recover any and all costs which it may reasonably incur through the appointment of any person instructed to recover (whether by due legal process or otherwise) any sum due from the Customer.

**13.** Any order for liquidation, receivership or administration made in respect of the Customer must be notified immediately to Escrick Environmental Services Ltd who must in any event be kept fully informed of any circumstance (including without limitation any decision to suspend or cease trading) which might reasonably be expected to prejudice the Customer's ability to comply with its obligations to Escrick Environmental Services Ltd. In the event of any such order (and whether or not it has been properly notified to Escrick Environmental Services Ltd, this credit agreement shall automatically be terminated forthwith. All invoices then unpaid at that time shall immediately become due for payment with interest thereon being payable in accordance with clause 10.

**14.** In the event of any default or breach of the Customer's obligations under the credit agreement, Escrick Environmental Services Ltd shall at its sole discretion be entitled to terminate by notice any agreement then in force between the Company and the Customer. In the event of the credit agreement coming to an end in accordance with clause 13 above or otherwise by reason of the Customer's default or breach, any such agreement between the Company and the Customer shall automatically be terminated.

**15.** Without prejudice to any other term of this credit agreement, either party may terminate such agreement by giving notice in writing of not less than 28 days.