

OFFICE USE ONLY		
Date:		
A/C Ref:		
Castle Salesperson Name:		

# TRADE ACCOUNT APPLICATION FORM

Please complete all fields, we will use the e-mail address in the Sales Contact to confirm orders and the email address in the Accounts Contact to email invoices and statements. We only use your details for business purposes which include; a) To continue to transact with you based on services we have provided previously. b) To keep you informed of marketing offers and promotions that are relevant to your type of business account.

**Your data is only used by Castle Clothing Ltd and will never be sold or given to a third party.**

Your Company Trading Name		Year Established
Your Company Address		
		Postcode
Telephone Number	Email Address Sales	
Email Address Accounts	Email Special Offers	

Type of Business (Only tick one box please)

Workwear Supps
  Agri
  Industrial
  Retail
  Wholesale
  Garment Decorator
  Building Supplies  
 Corporate Clothing
  Internet
  Surplus
  Schoolwear
  Other (please specify):

Name of Contact/Buyer/Owner	Maximum Credit Required £
Is the Company Limited? <input type="checkbox"/> Yes <input type="checkbox"/> No	VAT number

Trade References (Note: Trade references are not required if you do not wish to have a credit account)

Ref 1: Company Name	Address
	Postcode
Email	Tel
Ref 2: Company Name	Address
	Postcode
Email	Tel

Please **only** reference companies where you have **credit facilities**

We have read and agree to your terms, conditions, and retention of title clause as printed overleaf and can confirm that all orders made with you and supplies made by you will be subject to these terms, conditions and the retention of title clause. Please note: Castle Clothing Ltd does not accept payment via cheque.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
By Director or Authorised Signatory

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Experian Credit Score	Experian Credit limit	SC
Customer Type	Territory	
Credit Limit Approved	Director & Date	



## RISK/RETENTION OF TITLE

1. In these terms and conditions, the "Seller" means Castle Clothing Limited, the "Buyer" is the legal entity detailed on the front of this New Account Form and the "Products" are any Products ordered by the Buyer and sold by the Seller to the Buyer.
2. Risk of damage to or loss of the Products will pass to the Buyer on delivery or deemed delivery to the Buyer or its agent.
3. Ownership of the Products will not pass to the Buyer until the Seller has received in full in cash or cleared funds all sums due to it in respect of:
  - 3.1. The Products; and
  - 3.2. All other sums which are or which become due to the Seller from the Buyer on any account
4. Until ownership of the Products has passed to the Buyer, the Buyer must:
  - 4.1. Hold the Products on a fiduciary (in trust) basis, as the Seller's bailee;
  - 4.2. Store the Products at no cost the Seller separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
  - 4.3. Not destroy, deface or obscure any identifying mark or packaging on or relating to the Product;
  - 4.4. Maintain the Products in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller, and will whenever requested by the Seller produce a copy of the policy of insurance.
- 0.5. The Buyer may resell the Products before ownership has passed to it solely on the following conditions:
  - 5.1. Any sale will be affected in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Seller accordingly; and
  - 5.2. Any such sale will be a sale of the Seller's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.
  - 5.3. The right of the Buyer to resell under this clause will cease immediately upon an Insolvency Event (see 1.6.1 below) or upon an Execution Event (see 1.6.2 below).
6. The Buyer's right to possession of the Products would terminate immediately upon an Insolvency Event (see 1.6.1 below) or an Execution Event (see 1.6.2 below):
  - 6.1. An Insolvency Event occurs where the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any Act 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 compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver, manager, administrator or administrative receiver appointed of its undertaking or any part thereof 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
  - 6.2. An Execution Event occurs where the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations or duties under this Agreement or any other contract between the Seller 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
  - 6.3. The Buyer encumbers or in any way charges any of the Products.
7. The Seller will be entitled to recover payment for the Products notwithstanding that title in any of the Products has not passed from the Seller
8. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
9. The Buyer will promptly deliver particulars of this Agreement to the Companies Registrar in accordance with the Companies Act 2006, Part 25.

## TERMS

1. We shall not be liable for any cost in excess of the sale price; eg. Embroidery, badging or alteration (this list is not exhaustive).
2. We reserve the right to charge interest at 2.5% per month on all overdue accounts over 60 days.
3. Title to the goods delivered on any invoice is reserved until any and all payments have been received in full.
4. For valid claims, please notify non-delivery etc delivery within 7 days from invoice date and any damage or shortage within 3 days of receipt of goods.
5. All prices subject to alteration without prior notice. All prices plus VAT where applicable.
6. Payment terms. Nett monthly, 1st - 31st payable 15th following.