**Trade Account Application Form**

**Tick where applicable**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Public Co. |[ ]  Private Co |[ ]  Partnership |[ ]  Sole Proprietor |[ ]  Other |[ ]

|  |  |  |  |
| --- | --- | --- | --- |
| Company Name & Trading Name |  | Registered No. |  |
| Period traded |  | Vat Registration No |  |
| Invoice Address |  |
|  |  | Postcode |  |
| Delivery Address |  |
|  |  | Postcode |  |

**Sole Trader Name and Addresses**

|  |  |
| --- | --- |
| Name |  |
| Address |  | Postcode |  |

**Purchasing Contact Details**

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | Job Title |  |
| Tel No |  | Email |  |

**Accounts Contact Details**

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | Job Title |  |
| Tel No |  | Email |  |

**Bank Details**

|  |  |
| --- | --- |
| Name of Bank |  |
| Address |  | Postcode |  |
| Account No |  | Sort Code |  |

**Trade Reference 1**

|  |  |
| --- | --- |
| Company Name |  |
| Address |  | Postcode |  |
| Telephone |  | Email |  |

**Trade Reference 2**

|  |  |
| --- | --- |
| Company Name |  |
| Address |  | Postcode |  |
| Telephone |  | Email |  |

**Credit Requested**

|  |  |  |  |
| --- | --- | --- | --- |
| Requested Credit |  | Est. Monthly Spend |  |
| James Kidd Contact |  |

**Office Use Only**

|  |  |  |  |
| --- | --- | --- | --- |
| Approved Credit |  | Trading Terms |  |
| References Seen & Approved |  |

**I have read and agree to the James F Kidd & Son Ltd** [**Terms & Conditions**](https://jameskidd.co.uk/terms--conditions-of-sale)[ ]

I, THE UNDERSIGNED (AS AN AUTHORISED REPRESENTATIVE, DIRECTOR, PARTNER, AGENT OR ANY OTHER ORGAN OF THE ABOVE NAMED CUSTOMER) ACCECT ALL THE ABOVE TO BE TRUE AND BINDING.

Name – Printed ………………………………………………………………………………. Signature ……………………………………………………………………………………………

Position ………………………………………………………………………………………….. Date ……………………………………………………………………………………………………

**TERMS AND CONDITIONS OF SALE**
1. The term “The Company” referred to in the following conditions means James F . Kidd & Son Ltd. and the Purchaser means the person, firm or company contracting with James F. Kidd & Son Ltd.
2. PAYMENT TERMS.
Online payments can be made by credit or debit card. These payments are not collected by James F. Kidd Ltd directly but by a Service Provider (First Data). Payment must be received for the full price of Goods including any carriage charges prior to delivery of Goods. If you have an approved account with James F. Kidd & Son Ltd you can select to pay by Account. The Purchaser shall pay the prices of all Goods free of all deductions on or before the thirtieth day following the invoice date unless otherwise agreed in writing. The Company shall charge the Purchaser interest on the amount outstanding at the rate of 2% per annum above the base rate of the Bank of Scotland in force from
the time to time and compounded daily until such time as payment is made in full.
3. COST VARIATION.
Quotations are based on current costs of production and are subject to amendment by the Company or at any time after acceptance to meet any rise or fall in costs.
4. DESPATCH.
Time of despatch is given without any guarantee or penalty and is not a term of the Contract. Late delivery shall not entitle the Purchaser to terminate the Contract or refuse to take delivery of the goods or withhold payment of any part of the price of the goods and the company accepts no liability for any loss or damage whatsoever and howsoever caused resulting from any delays in the delivery in any circumstances.
5. FORCE MAJEURE.
The Company shall not be responsible for any failure to fulfil any term of its quotation, if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever which are not within its immediate control, such as strikes, lockouts, fire, accidents, wars, riots or interruption of transit.
6.DAMAGE OR PARTIAL LOSS.
The Purchaser must notify the Company and Carrier in the event of damage or partial loss in writing, within seven days of receipt of goods or materials. Any damaged goods or materials must be retained by the Purchaser until inspected by the Company or its representatives. In the absence of such written advice from the Purchaser to the Company and the Carrier, the goods will be deemed to have been received in a satisfactory condition.
7. NON-RECEIPT.
The Purchaser must notify the Company or Carrier in the event of non-receipt within FOURTEEN days of the date of advice of despatch. In the absence of such written advice from the Purchaser to the Company and the Carrier, the goods will be deemed to have been received in a satisfactory condition.
8. OWNERSHIP.
(a) Risk
The risk in the goods passes to the purchaser upon delivery of the goods. The point of delivery is reached when the goods are delivered to the Purchasers premises or to the premises of a consignee named by the Purchaser.
(b) Ownership
i.Title of the goods or materials shall not pass to the Purchaser until payment in full is received by the Company for the goods or materials and no other amounts then being outstanding from the Purchaser to the Company in respect of other goods supplied to the Purchaser by the Company.
ii.Before title has passed to the Purchaser under the terms of clause 8(b)i the Company shall have the right to recover or resell the goods or materials and by its representatives may enter upon the Purchaser’s premises for that purpose.
iii.Until payment due under all Contracts between the Purchaser and the Company has been made in full, the Purchaser shall hold the goods or materials for the Company and the Purchaser shall store or keep the goods or materials in a readily identifiable manner and in such a way as clearly to indicate that property remains in the Company.
9. LAW.
These Conditions and Terms shall be Governed and construed in accordance with Scots Law and the parties agree to submit the non-exclusive jurisdiction of the Scottish Court.
10. ACCEPTANCE.
On acceptance by the Company of any order or on the acceptance by the Purchaser of a quotation the
foregoing Terms and Conditions shall be deemed to apply. The Company shall not be bound by any condition contained in a Purchase Order Form if they are inconsistent with the foregoing Terms and Conditions and if there is any conflict between the Purchaser’s Terms and Conditions and the Terms and Conditions of which this Clause forms part then these Terms and Conditions shall prevail, unless agreed beforehand by us in writing.