

DELIVERING THE BEST IN PARTS & ACCESSORIES FOR OVER 30 YEARS



CHESTERFIELD - 524-526 SHEFFIELD ROAD S41 8LP - 01246 260101
 CHESTERFIELD - 1A HUNLOKE AVENUE, BOYTHORPE S40 2NT - 01246 205783
 SHEFFIELD - 153 CHAUCER ROAD, PARSON CROSS, S5 9QN - 01142 852227
 SHIREBROOK - 50 STATION ROAD, SHIREBROOK, NG20 8SZ - 01623 748894
 MANSFIELD - 140 CHESTERFIELD ROAD NORTH, NG19 7JD - 01623 657839
 DRONFIELD - UNIT 1 NORTH HOUSE, CALLYWHITE LANE, S18 2XR - 01623 657839
 WAREHOUSE - 41 MILL LANE, CHESTERFIELD, S44 6NP - 01246 201093
 REGISTERED OFFICE - 41 MILL LANE, CHESTERFIELD, S44 6NP - 01246 201093
 ACCOUNTS OFFICE - 524-526 SHEFFIELD ROAD, S41 8LP - 01246 201093



ROAD AND RALLY DISTRIBUTION - NEW ACCOUNT APPLICATION FORM

ISSUING BRANCH	MANAGER
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COMPANY NAME AND ADDRESS

COMPANY NAME	
TRADING AS	
CONTACT NAME	
TEL No	EMAIL
FULL DELIVERY ADDRESS	
	POSTCODE

IF LIMITED COMPANY

COMPANY REG No	
INVOICE ADDRESS IF DIFFERENT	
	POSTCODE
LENGTH OF TIME IN BUSINESS	

IF NON LIMITED

PROPRIETOR/PARTNER FULL NAMES AND ADDRESSES	
	POSTCODE
LENGTH OF TIME AT THIS ADDRESS	

PLEASE PROVIDE TRADE REFERENCES

TRADE REFERENCE 1	
	POSTCODE
TRADE REFERENCE 2	
	POSTCODE

TYPE OF ACCOUNT REQUIRED

ACCOUNT/C.O.D	AMOUNT OF CREDIT REQ. £
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DECLARATION: I/We have read and understand the Terms and Conditions of Sale which may be varied by us from time to time and agree that they shall apply to my/our account

CUSTOMER SIGNATURE	DATE
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**ALL FIELDS MUST BE COMPLETED IN ORDER FOR THE ACCOUNT TO BE PROCESSED
 ANY FORMS WITH MISSING INFORMATION WILL BE RETURNED TO THE ISSUING BRANCH**

COMPANY USE ONLY

ACCOUNT No.	TYPE OF ACCOUNT
CREDIT LIMIT £	DATE SET UP
REP CODE	

Standard Terms and Conditions

Road and Rally Discount Accessories Ltd (THE COMPANY) will supply goods and services subject to these terms only and any person (THE BUYER) supplied by Road and Rally Discount Accessories Ltd (THE COMPANY) accept that these terms will govern all transactions between them. All other terms are excluded, including any terms contained in any of The Buyer's documents, even if The Buyer states that his own or some other terms prevail. No employee or other person acting or claiming to act on behalf of The Company is authorised to make alteration to these terms or make or give any representation or warranty in relation to goods or services supplied. Only a Partner, Principal or Director of The Company may in writing agree such alterations or make or give such representation or warranties.

Payment of accounts

All accounts must be paid on the due date. If payment is not received by the 10th day after the due date, the account will be put on stop until the account is brought up to date. A statement will be sent detailing all invoices and credits during the month. In the event of default in payment The Company reserves the right to suspend or cancel credit facilities and to charge an additional account service charge. This charge will be at a rate of 3% per annum over NatWest Bank Base Interest Rate accruing daily with monthly rests on the overdue portion of the account until the arrears are cleared. It is The Buyer's responsibility to ensure that payment is made to The Company by the due date.

Returns

Goods specially ordered, or made to order, will be invoiced and paid for when the order is placed unless by prior agreement. Such goods, if correctly supplied, may only be returned on the authority of a Manager of The Company. Any such goods must in any event be returned with 4 weeks of being supplied or will be subject to a handling charge of 15% of the price charged to The Buyer.

Damage or shortage

Damage or shortage of goods found by The Purchaser must be notified to The Company immediately. Failure to do so will free The Company from any liability in this respect.

Carriage

Normally goods will be delivered carriage paid, but The Company reserves the right to charge for any special delivery or deliveries of small value.

Fitness for purpose

The Company takes every care with regard to the quality of the goods it supplies so far as is reasonably practicable. However, as The Company has no control over their application or use, The Company excludes so far as it legally may do so any condition or warranty implied by statute or otherwise as to the fitness of its goods for any particular purpose. Any technical co-operation between The Company, its Suppliers, or The Buyer shall not affect this condition.

Consequential loss

Under no circumstances shall The Company be liable for any loss of profit or contracts or other consequential loss or damage on the part of The Buyer, however caused.

Reservation of title

Notwithstanding delivery and passing of the risk, legal and beneficial ownership of goods supplied by The Company shall remain in The Company until full payment for the goods has been made. Until ownership passes, The Buyer shall hold the goods as Bailee for The Company and must keep the goods free from any Charge, Legal Claim or other Encumbrance. The Buyer shall have possession of the goods but shall at all times remain accountable to The Company on a trustee basis in respect of the goods or the proceeds of sales of the goods until payment in full has been made to The Company. The Company and its associated companies shall be entitled to repossess all goods not paid for if any sum due in respect of goods remains unpaid by the due date. The Company and its associated companies may enter upon the premises of The Buyer to repossess such goods. Where goods supplied by The Company can be identified on the premises of The Buyer, and The Company can produce invoices or other evidence of supply of such goods, this evidence will be accepted as proof of supply of the goods by The Company irrespective of whether or not the invoice can be specifically related to the particular item/s on The Buyer's premises.

Prices

Prices shall be as ruling at the date of dispatch.

Quotations

Quotations do not constitute an offer and shall not bind The Company until an order has been placed and accepted.

Statutory rights

All orders whether oral or written are subject to these terms but nothing in these terms shall be deemed to affect the statutory rights of The Buyer. For the purpose of the Contracts (Right of Third Parties) Act 1999 only The Buyer should be entitled to enforce this agreement or make any claim or demand against The Company and no third party shall be entitled to claim any benefit under this agreement.

Buyers Terms

The Company does not recognise any terms and conditions of contract supplied by The Buyer unless any such terms and conditions are specifically acknowledged and agreed in writing by a Director of the Company. Execution of, compliance with, or implementation of orders does not imply acceptance of The Buyer's terms and conditions.

Unfair contract terms

The Company has drawn up these Terms of Business in the light of the Unfair Contract Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1994 and considers them to be fair and reasonable and its prices are based on contracts made on these conditions. If The Buyer considers these terms to be unreasonable he must inform The Company in writing before any contract is made, otherwise he will be deemed to have accepted that The Company's terms are fair and reasonable.

Name of Company _____ Date _____

Signature _____ Name _____