Dynamic Fire Protection Ltd (inc. www.thefirealarmstore.co.uk)

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS INFORMATION			
Company Name:			
Company Address:			
City:	County:		Post Code:
Telephone:	Fax:	Email:	
Sole Trader:	Partnership:	Ltd Company	Reg No:
Reg Office Address (if different from above:)			
City:	County:		Post Code:

TRADING INFORMATION			
Primary business address (if different from above):			
City:	County:		Post Code:
Telephone:	Fax:	E-mail:	
Trade Contact:	Accounts Contact:		

BANK DETAILS		
Bankers:		
Bank address:		
City:	County:	Post Code:
Sort Code:		
Account number:	Credit Limit Required:	

BUSINESS/TRADE REFERENCES			
Company name:			
Address:			
City:	County:		Post Code:
Phone:	Fax:	E-mail:	
Company name:			
Address:			
City:	County :		Post Code:
Phone:	Fax:	E-mail:	

AGREEMENT

1. All invoices are to be paid on or before the last working day of the month following the month of invoice.
2. By submitting this application, you authorise Dynamic Fire Protection Ltd. to carry out Credit Checks against the Company and/or Proprietors of the Business with established Credit Reference Agencies.
3. Also, by submitting this application, you authorise Dynamic Fire Protection Ltd. to make enquiries into the banking and trade references that you have supplied and that you accept our Terms & Conditions, as attached.

SIGNATURES

Name:	Signature:
Position:	Date:

I have read and accept the Terms and Conditions attached:

OFFICE USE ONLY

Trade References		Credit Limit (if approved)	
Approved By		Checked By	

The Fire Alarm Store (www.thefirealarmstore.co.uk) is a trading division of:
Dynamic Fire Protection Ltd Unit 2 Royal Standard House, 334 New Chester Road, Birkenhead CH42 1LE
Tel: 0844 504 6811 Fax: 0844 504 6812 Email: info@dynamicfire.co.uk
Reg. No: 07238972 VAT Reg. No. 989 7417 41

STANDARD TERMS AND CONDITIONS
FOR GOODS AND SERVICES SUPPLIED ON CREDIT

1. Application of Conditions

1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation/specification/schedule or accepted order which are subject to these Conditions.

1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

2.1 In these Conditions:-

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"the Customer"	means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
"the Contract"	means the contract for the purchase and sale of the Goods and supply of the Services under these conditions;
“these Conditions”	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;
“the Delivery Date”	means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
“the Goods”	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Conditions;
“month”	means a calendar month;
“the Services”	means the Services to be provided to the Customer as set out in the quotation/specification/schedule or accepted order
“the Supplier”	means Dynamic Fire Protection Ltd, including it’s website business www.thefirealarmstore.co.uk, a company registered in England under Company Number 07238972;
“writing”	includes any communications effected by facsimile transmission, electronic mail or any comparable means.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the goods and services or has accepted an order placed by the Customer by whichever is the earlier of:-

3.3.1 the Supplier's written acceptance;

3.3.2 delivery of the Goods; or

3.3.3 the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. The Goods

4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

4.2 The specification for the Goods shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier). The Goods will only be supplied in the minimum units (or multiples) stated in the Supplier's price list or in multiples of the sales outer as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

4.3 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

4.4 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

5. The Services

5.1 With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment will provide the services expressly identified in the quotation/specification/schedule or accepted order or otherwise agreed under this agreement.

5.2 The Supplier will use reasonable care and skill to perform the services identified in the quotation/specification/schedule or accepted order or otherwise agreed under this agreement.

5.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

6. Price

6.1 The price of the Goods and Services shall be the price listed in quotation/specification/schedule or accepted order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.

6.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.

6.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

6.4 Except as otherwise stated under the terms of any quotation/specification/schedule or accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport as specified in the quotation/specification/schedule or accepted order.

6.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

7. Payment

7.1 All payments required to be made pursuant to this Agreement by either party shall be made by the last business day of the month following the month of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

7.2 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of 8% per cent and the base rate of National Westminster Bank Plc from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

7.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

8. Delivery and Performance

8.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the quotation/specification/schedule or accepted order.

8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.

8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

8.4 With effect from the Commencement Date the Supplier shall, in consideration of the amount(s) being paid in accordance with the quotation/specification/schedule or accepted order will provide the services expressly identified in the schedule or otherwise agreed under this agreement.

9. Non-Delivery of Goods and Services

9.1 If the Supplier fails to deliver the Goods or Services and any of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:-

9.1.1 if the Supplier delivers the Goods and Services at any time thereafter the Supplier shall have no liability in respect of such late delivery;

9.1.2 if the Customer gives written notice to the Supplier within 3 business days after the Delivery Date and the Supplier fails to deliver the Goods and Services within 3 Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost of the Customer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:

10.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;

10.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or

10.1.3 in the case of goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

10.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

10.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 10.4.

10.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if;

10.6.1 The Customer commits or permits any material breach of his obligations under these Conditions;

10.6.2 The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;

10.6.3 The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

10.6.4 The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

11. Assignment

11.1 The Supplier may assign the Contract or any part of it to any person, firm or company.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

12. Defective Goods

12.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within three business days of such delivery, the Supplier shall at its option:-

12.1.1 replace the defective Goods within 14 days of receiving the Customer's notice; or

12.1.2 refund to the Customer the price for the goods which are defective;

but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice give by the Customer as aforesaid.

12.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.

12.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

12.4 Goods, other than defective Goods returned under Conditions 12.1 or 12.2, returned by the Customer who cancels an order or who receives an order and wishes to return it, should inform the Supplier in writing within 7 days of the delivery date. The Customer is responsible for the cost and safe transportation of the Goods to the Supplier. The Supplier reserves the right to make a 25% restocking charge for these Goods. The Supplier reserves the right to make a 35% restocking charge for any Goods which are not returned in mint condition or to refuse to accept such goods, at is sole discretion.

12.5 Goods subject to a special order, not standard stock and/or supplied with software are non-returnable for any reason other than manufacturing faults.

12.6 Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.7 The Customer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

13. Customer's Default

13.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:-

13.1.1 cancel the order or suspend any further deliveries of Goods and Services to the Customer;

13.1.2 appropriate any payment made by the Customer to such of the Goods and Services (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

13.1.3 off set or contra against any outstanding invoices from the Customer for Goods or Services supplied to the Supplier notwithstanding any previous agreement or arrangement to the contrary.

13.2 This condition applies if:-

13.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or

13.2.2 the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

13.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

13.2.4 the Customer ceases, or threatens to cease, to carry on business; or

13.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

13.3 If Condition 13.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. Liability

14.1 Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

14.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.

14.3 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

14.4 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

15. Communications

15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:

15.1.1 (in the case of communications to the Supplier) to its registered office or such changed address as shall be notified to the Customer by the Supplier; or

15.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.

15.2 Communications shall be deemed to have been received:

15.2.1 if sent by registered pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

15.2.2 if delivered by hand, on the day of delivery; or

15.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

15.3 Communications addressed to the Supplier shall be marked for the attention of Customer Services Department.

16. Force Majeure

16.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 16.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

16.2 Sub-clause 16.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

16.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

16.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

17. Waiver

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

19. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. **Governing Law and Jurisdiction**

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.