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ACCOUNT APPLICATION FORM

Thank you for your recent application to open an account.

Please complete, sign and return this form along with a sample of your official company letterhead confirming acceptance of our Terms & Conditions of Business to enable us to proceed with your application.

Please fill out in black pen - in block capitals

Full Legal Company Name 'The Buyer'			
Trading Name (If different)			
Invoice address		Delivery address	
Address 1		Address 1	
Address 2		Address 2	
Town		Town	
County		County	
Post Code		Post Code	
Accounts contact		Purchasing contact	
Name		Name	
Tel No:		Tel No:	
Fax No:		Fax No:	
Email:		Email:	
Email for statements			
Email for invoices			

Company registration number			
How many years trading		No of employees	
Annual turnover			
Anticipated monthly spend			

Please note: As part of the application process we may use the information you provide to make a search with a credit reference agency, which we may keep a record of. In the case of a limited company we may also make enquiries with a reference agency about the principle directors of that company.

quality, service, value, reliability and environmental consideration

trade suppliers of washroom and cleaning products

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We accept major credit and debits cards

FUTURES SUPPLIES & SUPPORT SERVICES LTD TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

- 1.1. "Buyer" means the person firm or company who accepts the Seller's written or oral quotation for the sale of Goods or whose written or oral order for the Goods is accepted by the Seller.
- 1.2. "Conditions" means the standard terms and conditions of the sale as set out in this document (unless the context otherwise requires) and any special terms and conditions expressly agreed in writing by the Seller.
- 1.3. "Contract" means the contract for the sale and purchase of the Goods.
- 1.4. "Goods" means the goods (including any instalment of the goods or any part of them) which the Seller is to supply in accordance with these Conditions (which where appropriate shall include any Dispensers).
- 1.5. "Dispensers" means the dispensers (including any installation of the same) to be loaned or sold (as applicable) by the Seller to the Buyer for the purpose of dispensing the Goods.
- 1.6. "Dispenser Loan" means the loan of the Dispensers by the Seller to the Buyer for the Term.
- 1.7. "Seller" means FUTURES SUPPLIES AND SUPPORT SERVICES LIMITED (Company Number 3027826) whose registered office is Willow Grange The Street Belbalthor Surrey RH3 7DJ.
- 1.8. "Term" means the minimum period of three years, or as may otherwise be agreed between the Buyer and the Seller in writing, commencing from the delivery of the Dispensers by the Seller or its authorised representatives to the Buyer.

2. CONDITIONS APPLICABLE

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's written or oral quotation (if accepted by the Buyer), or the Buyer's written or oral order (if accepted by the Seller) subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms.
- 2.2. All orders shall be deemed to be an offer of the Buyer to purchase the Goods subject to these Conditions. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative. The Seller is entitled to refuse any order placed by the Buyer at its discretion.
- 2.3. No variations to these Conditions shall be binding unless expressly agreed in writing between the authorised representatives of the Buyer and the Seller. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. The Buyer acknowledges that it does not rely on such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.
- 2.4. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3. THE PRICE AND PAYMENT

- 3.1. The price of the Goods shall be the Seller's quoted price or where no price has been quoted the price either in the Seller's published price list or on its website, current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 3.2. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging loading unloading carriage and insurance (if any), all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
- 3.3. The Seller reserves the right by giving written notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (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 duties, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 3.4. The Buyer shall pay the price of the Goods (but without any deduction) in pounds sterling within 30 days of the date of the Seller's invoice. Time for payment of any sum due to the Seller under the Contract shall be of the essence.
- 3.5. If the Buyer fails to make any payment due on the date then without limiting any other right or remedy available to the Seller, the Seller may:
 - 3.5.1. cancel the Contract or suspend any further deliveries to the Buyer;
 - 3.5.2. appropriate any payment made by the Buyer to such of the Goods as the Seller may think fit; and
 - 3.5.3. charge the Buyer interest to the Seller on the amount unpaid (both before and after judgement) at the annual rate of 4% above the base rate of Barclays Bank plc from time to time in force until payment in full is made. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4. THE GOODS

- 4.1. The quantity quality and description of the Goods shall be as set out in the Seller's written or oral quotation (if accepted by the Buyer) or the Buyer's written or oral order (if accepted by the Seller) or the Seller's delivery note.
- 4.2. All weights, dimensions, capacities, prices and other data included in the Seller's catalogues, website, prospectuses, circulars, advertisements, printed matter and price lists are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract unless expressly agreed by the parties in writing.
- 4.3. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

5. DISPENSERS

- 5.1. In consideration of the Buyer buying the Goods (excluding Dispensers) from the Seller, the Seller may enter into a Dispenser Loan with the Buyer subject to the Conditions 5.2 to 5.5.
- 5.2. The Dispenser Loan shall come into force upon delivery of the Dispensers by the Seller to the Buyer and, subject to the remainder of this Condition 5, shall continue in force for the Term or until terminated in accordance with Conditions 5.4 or 5.5.
- 5.3. In the event that the Seller enters into a Dispenser Loan with the Buyer, the Buyer agrees:
 - 5.3.1. not to dispense any goods other than the Goods supplied by the Seller from the Dispensers;
 - 5.3.2. to permit the Seller to inspect the Dispensers upon request; and
 - 5.3.3. not to, or permit any persons to, damage destroy or otherwise damage the Dispensers.
- 5.4. The Seller may terminate the Dispenser Loan at any time by giving 7 days written notice to the Buyer.
- 5.5. The Seller may terminate the Dispenser Loan forthwith on giving notice to the Buyer if the Buyer commits any breach of Condition 5.3 and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the Seller so to do, to remedy the breach.
- 5.6. Save as expressly provided in Conditions 5.4 and 5.5, the Dispenser Loan may not be terminated. Upon expiry of the Term, the Seller and Buyer shall negotiate in good faith as to the applicable terms relating to any Dispensers then in the Buyer's possession.
- 5.7. Forthwith upon the termination of the Dispenser Loan, the Buyer shall:
 - 5.7.1. on the receipt of the Seller's invoice pay to the Seller a sum equivalent to the full market replacement cost of the Dispensers[1];
 - 5.7.2. Payment of any sums due under this Condition 5 are due in pounds sterling within 14 days from the date of the Seller's invoice. If the Buyer fails to make payment on the due date, then Condition 3.5 shall apply.
 - 5.7.3. Any termination of the Dispenser Loan however occasioned shall not affect any other rights or liabilities of either party in relation to this Condition 5 or to the remainder of the Contract.
 - 5.7.4. The Seller may in its absolute discretion at any time sell Dispensers to the Buyer for a price to be agreed in writing between the parties.

6. WARRANTIES & LIMITATION OF LIABILITY

- 6.1. Subject to the following provisions, the Seller warrants that upon delivery the Goods will correspond with their specification at the time of delivery and shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 6.2. The warranty in Condition 6.1 does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the parties.
- 6.3. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.4. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 6.5. A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 6.6. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller may replace the Goods (for the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.
- 6.7. Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty of common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.
- 6.8. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: Act of God, explosion, flood, pest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

7. DELIVERY OF GOODS

- 7.1. Delivery of the Goods shall be made by the Seller, or its authorised representatives, delivering the Goods to the premises nominated by the Buyer unless otherwise agreed in writing between the parties.
- 7.2. Delivery of the Goods will normally be within 7 working days following the acceptance of the Buyer's order by the Seller to premises nominated by the Buyer in mainland UK. The Seller reserves the right to charge for delivery of the Goods if the value of the Buyer's order is under the Seller's minimum order value from time to time in force; or if the Goods are to be delivered to premises located within the London congestion charge boundary; or if the Goods are to be delivered outside the Seller's normal delivery area; or if the Goods are of an unusual quantity or size.

7.3. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on the Seller giving reasonable notice to the Buyer.

7.4. The Seller's Goods are to be delivered by instalments each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.5. If the Seller fails to deliver the Goods (or any instalment) for any reason, other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

7.6. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without limiting any other right or remedy available to the Seller, the Seller may:

- 7.6.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 7.6.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8. CANCELLATION OF ORDER

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

9. DELIVERY BY BUYER

9.1. The quantity of any consignment of Goods as recorded in the delivery note by the Seller upon despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer's fault can be established to the contrary.

9.2. Without prejudice to Condition 9.1, unless expressly agreed by the Seller, upon delivery of the Goods to the premises nominated by the Buyer in accordance with Condition 7.1, the Buyer shall sign the Seller's delivery note to acknowledge receipt of the delivery of the Goods.

10. TITLE AND RISK

10.1. Risk of damage to or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

10.2. Notwithstanding delivery and the passing of risk in the Goods the property in the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) payment in full of the price of the Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

10.3. Until the property in the Goods passes to the Buyer in accordance with Condition 10.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as agent and bailee for the Seller and shall keep the Goods (at no cost to the Seller) separately from those of the Buyer and third parties and properly protected and insured and identified as the Seller's property but the Buyer may resell or use the Goods in the ordinary course of its business.

10.4. The Seller shall be entitled to recover payment of the Goods notwithstanding that property in any of the Goods has not passed from the Seller.

10.5. Until such time as property in the Goods passes to, the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller. If the Buyer fails to do so, the Seller may enter upon any premises of the Buyer or any third party where the Goods are situated and remove the Goods.

10.6. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

11. INSOLVENCY OR OTHER DEFAULT OF THE BUYER

- 11.1. This Condition 11 applies if:
 - 11.1.1. the Buyer fails to make payment for the Goods in accordance with the Contract; or
 - 11.1.2. any distress or execution shall be levied upon any of the Buyer's property; or
 - 11.1.3. the Buyer offers to make any arrangements with its creditors or commits an act of bankruptcy; or
 - 11.1.4. any petition in bankruptcy is presented against the Buyer; or
 - 11.1.5. the Buyer is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or
 - 11.1.6. being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented; or
 - 11.1.7 a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets; or
 - 11.1.8 the Buyer suffers any analogous proceedings under the foreign law; or
 - 11.1.9 the Buyer ceases, or threatens to cease, to carry on business; or
 - 11.1.10 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 11.2. If this Condition 11 applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for, the price of the Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. BUYING GOODS ON THE SELLER'S WEBSITE

- 12.1. By using the Seller's website, the Buyer agrees to be legally bound by the Conditions as they apply to the Buyer's use of, or access to, the Seller's website. The Buyer may not use the Seller's website if it does not wish to be bound by the Conditions to the exclusion of all other terms and conditions, including those that the Buyer may purport to apply.
- 12.2. The Conditions shall apply to the purchase of any Goods by the Buyer from the Seller's website save in so far as they are varied or modified in accordance with this Condition 12.
- 12.3. The contents of the Seller's website are intended for business users only and the Seller reserves the right to refuse access to non-business customers.
- 12.4. The display of the Goods on the Seller's website constitutes a mere invitation to treat. The Buyer must complete and submit an order form on the Seller's website to the Seller for the Goods, which will constitute an offer.
- 12.5. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative in accordance with Condition 12.7. The Seller is entitled to refuse any order placed by the Buyer at its discretion.
- 12.6. The Seller will generate an acknowledgement on receipt of the Buyer's order, which for the avoidance of doubt will not constitute acceptance by the Seller of the order, whilst the Seller checks stock availability before agreeing to the sale.
- 12.7. If the Buyer's order is accepted, the Seller will confirm acceptance to the Buyer by online electronic means with an order acceptance to the email address provided by the Buyer to the Seller on ordering.
- 12.8. The Seller reserves the right to alter, suspend or discontinue any aspect of its website or the content or services available through it, including the Buyer's access to it. Unless expressly stated, any new features including new content and/or the sale of new goods and/or the release of new software tools or resources shall be subject to these Conditions.
- 12.9. The Buyer is solely responsible in all respects for all use of and for protecting the confidentiality of any username and password that may be given to it or selected by it for use on the Seller's website. The Buyer may not share those with or transfer them to any third parties. The Buyer must notify the Seller immediately of any unauthorised use of them or any other breach of security regarding the Seller's website that comes to the Buyer's attention.
- 12.10. Where third parties submit content published on the Seller's website, the Buyer acknowledges that the Seller does not control or endorse their contents in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with the Seller, is published in good faith but the Seller does not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or off-line) and the use of such content, except for content which relates directly to Goods purchased by the Buyer. The Buyer assumes all responsibility and risk for its use of the Seller's website and use of all information contained within it.
- 12.11. The Seller has used its best endeavours to ensure that its website complies with English law. However, the Seller makes no representations that the materials on its website are appropriate or available for use in locations outside the United Kingdom.
- 12.12. The Seller makes no warranties, express or implied, that making the Goods available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Goods or any part available in the Buyer's jurisdiction or to the Buyer (by reason of nationality, residence or otherwise) is prohibited, those Goods are not offered for sale to the Buyer. The Buyer accepts that if it is resident outside the UK, it must satisfy itself that it is lawfully able to purchase the Goods. The Seller accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Goods by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.
- 12.13. The Seller will try to make its website available but cannot guarantee that its website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. The Buyer must not attempt to interfere with the proper working of the Seller's website and, in particular, the Buyer must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.
- 12.14. Condition 6 applies to any Goods purchased by the Buyer through the Seller's website. For the avoidance of doubt, the Seller has not as stated in Condition 6, the Seller excludes all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Goods, the Seller's website or any information or service provided through its website. The Seller will use its reasonable endeavours to ensure that all materials and information published on its website are accurate, but all information and materials on the Seller's website are provided on an "as is" basis.
- 12.15. The Buyer is responsible for ensuring that its computer system meets all relevant technical specifications necessary to use the Seller's website and is compatible with the Seller's website. The Buyer acknowledges that the Seller cannot and does not guarantee or warrant that any material available for downloading from its website will be free from infection, viruses and/or other code that has contaminating or destructive properties. The Buyer is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy its particular requirements for the accuracy of data input and output.

13. MISCELLANEOUS

- 13.1. Any provision of this contract which is or may be held by a court or other competent authority to be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.
- 13.2. The Seller shall be bound by the Seller (whether express or implied) of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3. This Contract shall be governed by the laws of England and Wales, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.