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Tel: 020 8689 2072 Fax: 020 8689 6027 info@futures-supplies.co.uk

www.futures-supplies.co.uk

# **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.

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			

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quality, service, value, reliability, environmental consideration, technology & innovation

trade suppliers of washroom and cleaning products





Full Legal Company Name 'The Buyer'















We accept major credit and debit cards



# Please provide two independent trade references including telephone numbers: -

Please fill out in black pen - in block capitals

Company	Company
Acct No.	Acct No.
Address 1	Address 1
Address 2	Address 2
Town	Town
County	County
Post Code	Post Code
Tel No:	Tel No:
Fax No:	Fax No:
Email:	Email:

In consideration of Futures Supplies & Support Services Ltd 'The Seller' agreeing to open a credit account 'The Buyer' agrees that all transactions will be conducted within 'The Seller' Terms & Conditions of Business.

I 'The Buyer' confirm receipt and agree acceptance of the Terms & Conditions of Business of 'The Seller' Futures Supplies & Support Services Ltd and I confirm I am authorised to do so on behalf of 'The Buyer'

Authorised Signature
Print
Dated
Joh Title

# Please return to us with a sample of your Official Company letter headed paper

PLEASE NOTE THAT OUR TERMS ARE STRICTLY 30 DAYS NET, WE OPERATE A STOP SYSTEM ON OVERDUE ACCOUNT AND RESERVE THE RIGHT TO CHARGE INTEREST UNDER OUR STANDARD TERMS & CONDITIONS OF BUSINESS. WE UNDERSTAND AND WILL EXERCISE OUR STATUTORY RIGHT TO CLAIM INTEREST AND COMPENSATION FOR DEBT RECOVERY COSTS UNDER THE LATE PAYMENT LEGISLATION IF WE ARE NOT PAID ACCORDINGLY TO AGREED CREDIT TERMS.

## OFFICIAL USE ONLY

OTTIONE OUL ONLY					
	APPROVED BY				
	DATE				
	CREDIT LIMIT				
	REFERENCES RECEIVED	1	2		

## FUTURES SUPPLIES & SUPPORT SERVICES LTD TERMS AND CONDITIONS OF BUSINESS

### DEFINITIONS

- DEFINITIONS

  "Byper" 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 from the Buyer.

  "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.

  "Contract" means the contract for the sale and purchase of the Goods.

  "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).

  "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 Term.

  "Seller" means that (pispensing the Goods.

  "Dispenser Loan" means the loan of the Dispensers by the Seller to the Buyer for the Term.

  "Seller" means the purpose of dispensing the Goods.

  "Dispenser Loan" means the loan of the Dispensers by the Seller to the Buyer for the Term.

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## 2.1.

- commencing from the delivery of the Dispensers by the Seller or its authorised representatives to the Buyer.

  CONDITIONS APPLICABLE

  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 Seller) subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms.

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  power than the Seller shall be deemed to be accepted by the Seller unless and until confirmed by the Sellers authorised representative. The Seller is entitled to refuse any order placed by the Buyer of its discretion. No variation to these Conditions shall be binding unless expressly agreed in writing between the authorised representatives. 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 misrapresentations. 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. 2.3.
- 24

- 3.1.
- THE PRICE AND PAYMENT
  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 firms they may be altered by the Seller without giving notice to the Buyer.
  The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packing 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. 3.2.
- unloading carriage and insurance (it auty), an or minut authorism that are performed and performed and any time before delivery to increase the price of the Goods to 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 casts of manufacture), any change in delivery dates, 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.
- 34
- instructions.

  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.

  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 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 Barcloys Bark jet from time to time in force utili gyment in fall is made. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (interest) Act 1798.

## THE GOODS

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- THE GOODS
  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. 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. 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. 5.1.

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- DISPENSERS
  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 remainder of this Condition 5.

  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 cominion in force for the Ferm or until terminated in accordance with Conditions 5.4 or 5.5. In the event that the Seller enters into a Dispenser Loan with the Buyer, the Buyer agrees:

  In the event that the Seller enters into a Dispenser Loan with the Buyer, the Buyer agrees:

  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 deface the Dispensers

  The Seller may terminate the Dispenser Loan any time by giving 7 days written notice to the Buyer.

  The Seller may terminate the Dispenser Loan forthwith on giving notice to the Buyer if the Buyer commits any breach of Conditions 5.4 and (in the case of a breach capable of being remedided) shall have failed, within 30 days after the receipt of a request in writing from the Seller so to do, to remedy the breach.

  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. Forthwith upon the termination of the Dispenser Loan, the Buyer shall:

  5.7.1 on the receipt of the Sellers invoice pay to the Seller a sun equivalent to the full market replacement cost of the Dispenser(s). 5.4.
- 5.7.
- 5.7.1 on the except of the Sellers invoice pay to the Seller a sum equivalent to the full market replacement cost of the Dispension of the Dispension of the Dispension of the Dispension of the Seller's invoice. If the Buyer fails to make payment on the due to date, then Condition 3.5 shall apply. Any termination of the Dispenser Loan howsover 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.
  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.
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- 6.1.
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- 6.6.
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- to his Condition 5 or to the remainder of the Contract.

  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.

  WARRANTIES & IMITATION OF LIABILITY

  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 Solle of Goods Act 1979.

  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 manufacture to the Seller.

  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 Unifoir Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common average are accepted to the fuller astent permitted by Iwo.

  Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1776 the statutory rights of the Buyer are not affected by these Conditions.

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- mining. The coops may be delivered by the Seller in advance of the quoted delivery date on the Seller giving reasonable notice to the Byter.

  The Sods are to be delivered in instalments and helivery shall constitute a separate Contract and failure by the Seller to delivere by one or more of the instalments in coordance with these Conditions or any claim by the Buyer in respect of any one or more of the instalments 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.

  If the Seller fails to deliver the Goods for 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 four schools of the Buyer's reasonable control or 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 may:

  7.6.1 serve the Goods with a claud delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or 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.

CANCELLATION OF ORDER

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 indeamnify the Seller in full against all loss (including loss of profit) costs (including the cost
of labour and melerials used) damages charges and expenses incurred by the Seller as a result of cancellation.

- 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 can produce conclusive evidence to the contrary.
- evidence to the contrary.

  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. 9.2.

### TITLE AND RISK

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- s received in full (in cosh or cleared funds) payment in full of the price of the Goods agreed to be sold by the Seller to the Buyer which payment is then due.

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

  Seller shall be entitled to recover payment of the Goods notwithstanding that property in any of the Goods has not passed mit he Seller.
- 10.5.
- from the Seller. 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 falls to do so, the Seller may enter upon any premises of the Buyer or any third party where the Goods are situated and repossess the Goods. 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 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 Sellers shall forthirwith become due and payable.

## INSOLVENCY OR OTHER DEFAULT OF THE BUYER

- INSOLVENCY OR OTHER DEFAULT OF THE BUYER
  This Condition 11 applies if:

  11.1 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 ad of bankruptcy; 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

  11.1.5 be 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 shall suffer any analogous proceedings under the foreign law; or

  11.1.9 the Buyer and suffer any analogous proceedings under the foreign law; 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.

  It has 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 in the judit of the price of the Goods shall become immediately due and poyable notwithstanding any previous agraement or arrangement to the price of the Goods shall become immediately due and poyable notwithstanding any previous agraement or arrangement to the price of the Goods shall become immediately due and poyable notwithstanding any previous agraement or arrangement to the Buyer and in the Contract without any liability to the Buyer and in the Contract of the seller than the Contract of the 11.2.

- BUVING GOODS ON THE SELLER'S WEBSITE

  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. 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 2. The contents of the Seller's website are intended for business users only and the Seller reserves the right to refuse service to non-business relations. 122
- 12.3.
- 12.4.
- 12.5. 12.6.
- 12.7
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- 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 21.

  The condens of the Seller's website are intended for business users only and the Seller reserves the right to refuse service to non-contents of the Seller's website or intended for business users only and the Seller reserves the right to refuse service to non-the Seller's website to the Seller for the Goods, which will constitute on offer.

  The display of the Goods on the Seller's website to the Seller for the Goods, which will constitute on offer.

  No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller submitted on offer.

  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. The Seller will generate an acknowledgement on receipt of the Buyer's order, which for the ovoldance of doubt will constitute acceptance by the Seller of the order, whilst the Seller checks stock availability before agreeing to the sale.

  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.

  The Seller research the right to other supports of acceptance of acceptance

- MISCELLANEOUS
  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 unenforceablity be deemed severable and shall not affect any other provision of this contract. No waiter or forbearance 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.

  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 England courts. 13.2
- 13.3.
- WHEN BUYING GOODS USING A CREDIT/DEBIT CARD for may pay by MasterCard, Visa, Visa Debit / Delito / Connect, Maestro, Solo, Electron. We reserve the right to choose not to accept your order for any reason and will not be liable to you or anyone else in those
- 14.3.

- We fill the right to choose not to accept your order for any reason and will not be liable to you or anyone else in those discussed in right to choose not to accept your order for any reason and will not be liable to you or anyone else in those discussed in the reason for the refuse. Credit/debit cardholders are subject to validation checks and authorise payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.

  We will lack all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure however we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website. Any such loss shall not be borne either wholly or party by us, and shall be entirely your responsibility. If the price of an item is incorrect on the order or the goods ordered are not available we will contact you by e-mail at the address provided with your order details or by telephone to ask whether you wish to proceed with the order. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order and provide you with a full refund of any monies debited within 28 days.

  You may return products unopened in unlikely event of damage, fault or error and you will be entitled to an exchange or full refund within 28 working days of our written agreement to do so. Goods should be returned unopened in their original packaging. We will only refund the delivery/carriage charge or return delivery/carriage charge if the return is a result of original packaging will be returned to the packaging had been damaged. Credit Card payments may attract a charge.