

Landguard Point Ltd, The Annexe, Green Farm Barn, Badwell Green, Badwell Ash, Bury St Edmunds, Suffolk IP31 3JG
Tel: +44 (0)1359 258264 Fax: +44 (0)1359 258910 www.landguardpoint.com

Landguard Point Limited Trading Application Form

<p>Company Name(s) _____ Trading Name(s) _____ Trading Address _____ _____ _____ Post Code _____ Email _____ Telephone _____ Co. Reg No. _____ V.A.T. No. _____ Period trading at address _____ Established _____ Years _____ Months</p>	<p>Bank Details Bankers name and address _____ _____ _____ Post Code _____ Account No. _____ Sort Code _____</p>
<p>Invoice Address _____ _____ _____ Post Code _____</p>	<p>Trade References Trade ref. 1 _____ Address _____ _____ Post Code _____ Telephone _____ Email _____ Trade ref. 2 _____ Address _____ _____ Post Code _____ Telephone _____ Email _____</p>
<p>Delivery Address (if different) _____ _____ _____ Post Code _____</p>	<p>We note your conditions of sale and agree to comply with these. We agree that all future trade with you will be on your Trading Terms.</p> <p>For and on behalf of _____ Signed Print name _____ Position _____ Date _____</p>
<p>Consent On signing this application for credit, you give your consent for us to make searches with a credit reference agency from time to time, which will keep a record of that search. We will also make a search of the principal Director(s). Signed Print name _____</p>	

All above fields must be completed before presenting to Landguard Point Limited accounts team.
Once account form is completed, please send to
newaccounts@landguardpoint.co.uk

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Terms of Trading

INTERPRETATION

The following definitions apply in these conditions. "You" or "your" means the person, firm or company who purchases the Goods from us. "We", "us" or "our" means Landguard Point Limited (registered in England and Wales with Company No. 06470129). "Contract" means any contract between us and you for the sale and purchase of the Goods, incorporating these conditions. "Goods" means any goods agreed in the Contract to be supplied to you by us (including any part or parts of them).
Condition headings do not affect the interpretation of these conditions.
A reference to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

APPLICATION OF TERMS

The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any which you purport to apply under any document). No variation shall have effect unless expressly agreed in writing and signed by our authorised representative.
You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out in the Contract.
Each order or acceptance of a quotation for Goods by you shall be deemed to be an offer by you to buy Goods subject to these conditions. You shall ensure that the terms of your order and any applicable specification are complete and accurate.
No order placed or acceptance of a quotation by you shall be deemed to be accepted by us until a written acknowledgement of order is issued by us or (if earlier) we deliver the Goods.
Any quotation is only valid for a period of 14 days from its date, provided that we have not previously withdrawn it.

DESCRIPTION

The quantity and description of the Goods shall be as set out in our quotation or acknowledgement of order. All samples, descriptions or illustrations are for illustrative purposes only. They shall not form part of the Contract. This is not a sale by sample.

DELIVERY

Delivery shall take place as set out in our quotation or acknowledgement of order.
Any dates specified by us for delivery are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time.
If for any reason you fail to accept delivery of any of the Goods, or we are unable to deliver the Goods on time because you have not provided appropriate instructions, documents, licences or authorisations: risk in the Goods shall pass to you (including for loss or damage caused by our negligence); and the Goods shall be deemed to have been delivered.
Upon delivery, you shall provide at your expense adequate and appropriate equipment and manual labour for unloading the Goods.
We may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle you to repudiate or cancel any other Contract or instalment.

NON-DELIVERY

The quantity of any consignment of Goods as recorded by us on despatch shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
We shall not be liable for any non-delivery of Goods unless you give us written notice of the non-delivery within 21 days of the date when the Goods would in the ordinary course of events have been received.
Our liability for non-delivery 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.

RISK AND TITLE

The Goods are at your risk from the time of delivery.
Ownership of the Goods shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of:
The Goods; and
all other sums which are or become due to us on any account
Until ownership of the Goods has passed to you, you shall:
hold the Goods on a fiduciary basis as our bailee;
store the Goods (at no cost to us) separately so that they remain readily identifiable as our property; and
maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks. On request you shall produce the insurance policy.
You may only resell the Goods before ownership has passed to you if:
any such sale is effected in the ordinary course of your business at full market value; and
any such sale is a sale of our property on your own behalf and you shall deal as principal when making such a sale.
Your right to possession of the Goods shall terminate or immediately if:

you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a formal or informal meeting of creditors, or enter into voluntary or compulsory liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding-up or for granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
you suffer or allow any legal or equitable execution to be levied on your property or obtained against you, or fail to observe or perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease trading; or
you pledge or in any way charge any of the Goods.

We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.

You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

Where we are unable to determine whether any Goods are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold all goods of the kind sold by us to you in the order in which they were invoiced to you.

On termination of the Contract, howsoever caused, our (but not your) rights contained in this condition 6 shall remain in effect.

PRICE

Unless we otherwise agree in writing, the price for the Goods shall be the price set out in our quotation or acknowledgement of order. The price shall be exclusive of any value added tax and all costs or charges relating to packaging, loading, unloading, carriage and insurance, all of which you shall pay in addition when you are due to pay for the Goods.

PAYMENT

Unless we agree otherwise in writing, payment is due in pounds sterling in cleared funds on the last working day of the month following the month in which the Goods are delivered.

Time for payment shall be of the essence.

All payments payable to us under the Contract shall become due immediately on its termination despite any other provision.

You shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

If you fail to pay us any sum due pursuant to the Contract, you shall be liable to pay interest to us on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

QUALITY AND LIMITATION OF LIABILITY

Subject to condition 5, the following provisions set out our entire financial liability to you in respect of:

any breach of these conditions;
any use made or resale by you of any of the Goods, or of any product incorporating any of the Goods; and
any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

We do not warrant the quality or fitness for any purpose of the Goods and we shall only be liable for a defect if: you give us written notice of the defect within 7 days of the time when you discover or ought to have discovered the defect; and

we have a reasonable opportunity after receiving the notice of examining such Goods and you (if we ask you to do so) return such Goods to our place of business at our cost.

We shall not be liable for any defect, in any event, if:

you make further use of such Goods after giving such notice; 6.5 Your right to possession of the Goods shall terminate or

the defect arises because you failed to follow our oral or written instructions relating to the Goods or good trade practice; or
you alter or repair such Goods without our written consent.

If we agree that the Goods are defective, we shall at our option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if we so request, you shall, at our expense, return the Goods or the part of such Goods which is defective. This shall be the full extent of our liability for any defect.

Nothing in these conditions excludes or limits our liability:

or death or personal injury caused by our negligence; or
under section 2(3), Consumer Protection Act 1987; or
for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
for fraud or fraudulent misrepresentation.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

We shall not be liable to you for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation which arise out of or in connection with the Contract.

FORCE MAJEURE

We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

GENERAL

Each of our rights or remedies under the Contract is without prejudice to any of our other rights or remedies whether under the Contract or not.

If any provision of the Contract is found by any court to be wholly or partly unenforceable it shall to the extent of such unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

Failure or delay by us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver. No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

You may not assign the Contract or any part of it without our prior written consent.

You and we do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

The Contract shall be governed by English law and you and we submit to the exclusive jurisdiction of the English courts.

**Your Data Privacy and Protection is important to us.
Please visit our website www.landguardpoint.co.uk to view our Privacy Policy.**