



## APPLICATION FOR TRADE ACCOUNT

PLEASE COMPLETE IN BLOCK CAPITALS

- Retain a copy, including the Terms & Conditions of Sale, for your own records.
- Return the completed form to Accounts Dept. Creativ Co. (UK) Ltd, 2 Pine Court, Kembrey Park, Wilts. SN2 8AD

### YOUR BUSINESS DETAILS

COMPANY NAME	COMPANY REG. No.
COMPANY TRADING NAME: (if different)	Vat No.
COMPANY TRADING ADDRESS:	YEAR ESTABLISHED: <span style="float: right;">NO. OF EMPLOYEE'S:</span>
	TEL:
POSTCODE:	EMAIL:
BUYING CONTACT:	WEBSITE ADD:

BUSINESS TYPE (Tick Box)	LIMITED COMPANY	PARTNERSHIP	SOLETRADER	OTHER (Please specify):		
TRADE ACTIVITY:	STORE	ONLINE SHOP	WORKSHOP	CRAFT FAIR	GROUP	OTHER (Please specify):
RESIDENTIAL ADDRESS (Sole trader):	RESIDENTIAL ADDRESS (Partnership):					
POSTCODE:	POSTCODE:					
LANDLINE:	LANDLINE:					
MOBILE	MOBILE					
HAVE ANY OF THE DIRECTORS/PARTNERS/SOLE TRADER BEEN SUBJECT OF BANKRUPTCY, IVA OR HAD CCJs REGISTERED AGAINST THEM OR BEEN INVOLVED IN A BUSINESS SUBJECT TO LIQUIDATION, RECEIVERSHIP, ADMINISTRATION OR CVA?					YES (Please specify)	NO
HAS THE BUSINESS OR ANY OF THE DIRECTOR, PARTNERS, SOLETRADER HELD A TRADE ACCOUNT WITH CREATIV CO. (UK) Ltd, EITHER ON THEIR OWN ACCOUNT OR OTHERWISE? (if Yes please specify below):					YES (Please specify)	NO
CUSTOMER ACCOUNT NO:	ACCOUNT NAME:				POSTCODE:	

### YOUR FINANCIAL DETAILS

PAYMENT CONTACT:	TELEPHONE:	EXT.		
INVOICE ADDRESS (if differs from above):				
PRIMARY PAYMENT METHOD:	BACS	CHEQUE	DEBIT CARD	CREDIT CARD

### TRADE REFERENCES

TRADE REFERENCE (1)	TRADE REFERENCE (2)
NAME:	NAME:
ADDRESS:	ADDRESS:
POSTCODE:	POSTCODE:
TEL:	TEL:
EMAIL:	EMAIL:
TIME TRADED WITH:	TIME TRADED WITH:
CREDIT LIMIT:	CREDIT LIMIT:

<p>I/we understand and accept that all my/our future trade with Creativ Co. (UK) Ltd are subject to the terms and conditions with which are listed overleaf. I acknowledge I have seen and agree to these terms and that retention of title is in place until all goods are paid for full.</p> <p>I/we agree that I/we shall make payment of all invoice/s within 30 days of invoice date unless otherwise notified in writing by a Director of Creativ Co (UK) Ltd.</p> <p>All payments must reference the Trading name or account number.</p> <p>Limited company applications require either a listed Company Director or Company Secretary to sign. All applications for nonlimited companies/individuals must be accompanied by either original photographic driving license or UK Passport in addition to a copy of a utility bill dated 3 months of this application.</p>	AUTHORISED SIGNATORY (1)	AUTHORISED SIGNATORY (2)
	<p>By signing this declaration I/ we agree to the T &amp; C's &amp; confirm that all the information provided in this form is true &amp; accurate</p> <p>POSITION HELD: _____</p>	

# Standard Terms and Conditions of Sale of Goods

## 1 DEFINITIONS

In this document the following words shall have the following meanings:

- a) "Contract" means the agreement confirmed between the Buyer and Seller.
- b) "Buyer" means the organisation or person who buys Goods.
- c) "Seller" means Creativ Company (UK) Ltd
- d) "Goods" means the products to be supplied by the seller to the buyer.
- e) "Special Conditions" means conditions relating to specific Goods (and/or services) supplied under these conditions.

## 2 GENERAL

- a) The Contract for the supply of goods will be formed when we accept your order.
- b) Any variation to these Terms and Conditions (including any special Terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by the seller.
- c) Any omission or error in any sales literature, web page or site, order form, pricelist, order acknowledgement, despatch note, invoice, design documentation, specification, email confirmation or other document issued by the seller may be corrected by the seller without liability. Any description given or applied to the Goods is given by way of description only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the buyer hereby affirms that it does not in any way rely on any description when entering into the contract.
- d) The Seller makes every effort to supply Goods as illustrated, but items may be subject to deletion or substitutions as and when necessary at the discretion of the Seller.
- e) The Seller will take no responsibility whatsoever where discrepancies relating to order quantities are incurred where an order confirmation has been sent to the Buyer for inspection and approval prior to despatch.
- f) The Seller reserves the right to charge a delivery charge of £6.50 + vat where 'wholesale' orders placed with the Seller do not meet the minimum value of £125.00 exc. Vat.
- g) items that cannot be delivered at time of order will be cancelled & noted when this is to be expected back in stock. However items that are due within the same month & that exceed £20 exc vat can be placed on back order.

## 3 PRICE AND PAYMENT

- a) The price shall be the wholesale or quoted price unless otherwise agreed in writing between the parties.
- b) The Seller will take all reasonable care to ensure that the price of Goods advised to the Buyer is correct, nevertheless, it is always possible that, despite our best effort, some of the products we sell may be incorrectly priced. We will normally check prices before accepting an order so that, where the correct price of the Goods is less than our stated price at the Buyers order date, we will charge the lower amount. If the correct price at the Buyer's order date is higher than the price stated the Seller will contact the Buyer for instructions before accepting an order.
- c) The Seller reserves the right by giving 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 or manufacturer increases etc.)
- d) All prices provided are in British Pounds Sterling and are exclusive of VAT.
- e) Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller. Credit account facilities are not available to private individuals.
- f) Where credit is offered, payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller or according to settlement date shown on the invoice. Invoices are delivered to the Buyer before delivery of the Goods unless otherwise agreed in writing. In cases where credit is not offered, payment will be required before the release of Goods by the Seller.
- g) The seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate above 2.50% above the Lloyd's Bank lending rate per calendar month.
- h) If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
  - 1) Require payment in advance of delivery in relation to any Goods not previously delivered,
  - 2) Refuse to make delivery of any Undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery.

- 3) Adjust credit terms eg. reduce credit limit, request on going payment before despatch of Goods or until such time as the Buyers credit history has improved over a satisfactory length of time.
- i) Payments can be made by BACS, Cheque or credit/debit card.
- j) The Seller reserves the right to charge an administration fee or re-packing fee (which may be varied from time to time), for processing dishonoured cheque, credit card payments and/or the receipt and restocking of unauthorised returns. Such fees will be charged to the Buyer together with any collection costs/legal fees incurred in obtaining payment.

## 4 DELIVERY AND RETURNS

- a) All delivery times quoted are intended as a guide only. Whilst the Seller will take all reasonable steps to ensure the estimated delivery times are met, the company will not accept any liability whatsoever for delays caused by events beyond our control whether from carriers or suppliers or for any consequential loss of profit as a result.
- b) The Buyer shall check the Goods at the time of delivery. Any damages, shortages, over deliveries and duplicated orders should be reported to the seller within 7 days of signed receipt to enable credit, replacement or refund. Damages will require photographic evidence before a credit may be issued.
- c) If the Buyer has any queries relating to the delivery of Goods, or in the event of non-delivery, please contact the Customer Services Team on 01793616068.
- d) All Goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required or sold by the Buyer, unless otherwise agreed in writing, in which case the following terms apply.
- e) Any returns must be authorised in writing by a representative of the Seller before any credit will be given.
- f) The Seller may agree to accept the return of goods up to 14 days after receipt of the Goods. They must be in a perfect saleable condition, undamaged, unused and in original quantity and packaging, the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way or that are advised or received after the 14 days. We reserve the right to refuse any refund/credit request or withhold a percentage of the refund value of returned goods that are not suitable for re-sale at their original catalogue price.
- g) The Seller recommends that proof of despatch is obtained for any goods returned in case of loss in transit.
- h) Unless otherwise required, the Seller may hold any order/s where an item is out of stock until all items on that order/s are available.
- i) The Seller reserved the right, where payment for goods has been made by cheque, to hold any such order until the Seller has received confirmation that the cheque has been cleared and the funds have been received.
- j) The Seller reserves the right not to deliver orders if the company believes the address is not secure e.g. to a communal address or P.O Box.

## 5 TITLE

- a) Ownership and Title of goods will remain the property of Creativ Company (UK) Ltd and shall not pass to the Buyer and/or any third party until the seller has been paid in full for the Goods.
- b) If the Buyer fails to pay the seller for any goods in accordance with these Standard Terms and Conditions for Sale of Good, the seller may bring action against the Buyer for the price of the Goods and any additional fees incurred at any time.

## 6 SEVERABILITY

- a) If any terms of provision of these Standard Terms and Conditions for Sale of Goods is held invalid, illegal or unenforceable for any reason by any court or of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and affect as if these Standard Terms and Conditions for Sale of Goods had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 7 GOVERNING LAW AND JURISDICTION

- a) This agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 8 COMPLAINTS

- a) If you have any questions or complaints about the Goods and or our service, please contact us as soon as possible by writing to The Customer Services Team (at 2 Pine Road, Kembrey Park, Swindon. Wiltshire SN2 2AD) or by telephoning one of our dedicated advisors on 01793616068. They are happy to help and will deal with your query as efficiently as possible. We aim to acknowledge your complaint within 7 working days of receipt, and you can expect a full response within 21 days.