



landmark
trading

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Account Application Form

SALES & ENQUIRY LINE 01780 482231

Email accounts@landmarktrading.co.uk

Landmark Trading (Stamford) Ltd, Cherryholt Road,
Stamford, PE9 2EP

Full Name of Business

Registered Address

.....

.....

Main Phone No.

Accounts Phone No.

Accounts Email Address

Accounts Contact Name

Trading Address (if different)

.....

.....

Delivery Address (if different)

.....

.....

Legal Status of Business Limited Company / Sole Trader / Partnership (please circle)

Company Registration No.

VAT Registration No.

Date of Incorporation/Date Business Started

Name(s) of Sole Trader or all Partners, Directors and Company Secretary must accompany this application (please use additional sheets if necessary) along with home addresses.

1/ Name and Home Address of Sole Trader/Partner/Director

.....
.....
.....

Telephone No.

2/ Name and Home Address of Partner/Director

.....
.....
.....

Telephone No.

3/ Name and Home Address of Partner/Director

.....
.....
.....

Telephone No.

4/ Name and Home Address of Partner/Company Secretary

.....
.....
.....

Telephone No.

Bank Name

Bank Address

Sort Code

Account Number

1st Trade Reference Name*
Address
.....
.....
Email
Phone No.

2nd Trade Reference Name*
Address
.....
.....
Email
Phone No.

*Please use companies who are not direct competitors to Landmark Trading (Stamford) Ltd

DECLARATION

I / we confirm that i) as a company, and ii) as individuals, no proprietor, partner, director or officer of the company has ever been involved in their responsible capacity within any firm or company in any insolvency, receivership, liquidation or bankruptcy, or entered into any voluntary or compulsory creditors arrangement.

Please tick:

True

False

If False, please provide details on a separate document of any such involvement.

AGREEMENT TO ACCOUNT FACILITIES

I / we agree that the attached terms and conditions apply to any account facility that is opened with Landmark Trading (Stamford) Ltd and to any goods that are purchased on this account, to the exclusion of all other terms and conditions (including any terms or conditions which we purport to apply under any purchase order, confirmation of order, specification or other document). Where signing on behalf of a limited company, the undersigned director or officer of the company personally guarantees the performance by the company in all its obligations to the supplier under any contract from time to time existing between them, and agrees to indemnify the supplier for any loss suffered as a result of the non performance of the company's obligations or arising from any delay in payment or failure by the company.

Payment terms are strictly end of month following date on invoice.

This application must be signed by a director, or by a sole trader, proprietor or partner of a firm.

I / We accept the above terms and conditions:

Credit Applied For £.....

Name – please print

Signature of Person above

Position Director / Owner / Partner / Proprietor (please circle)

Date

Please attach a company letterhead to this application and return by email to accounts@landmarktrading.co.uk

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions. Buyer: the person, firm or company who purchases the Goods from the Supplier. Contract: any contract between the Supplier and the Buyer for the sale and purchase of the Goods, incorporating these conditions. Goods: any goods agreed in the Contract to be supplied to the Buyer by the Supplier (including any part or parts of them). Supplier: Landmark Trading (Stamford) Ltd

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Supplier's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Supplier. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Nothing in this condition shall exclude or limit the Supplier's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Supplier shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 No order placed by the Buyer (whether verbally, in writing or via the Supplier's website) shall be deemed to be accepted by the Supplier until a written acknowledgement of order is issued by the Supplier or (if earlier) the Supplier despatches the Goods to the Buyer.

2.6 Any quotation is given on the basis that no Contract shall come into existence until the Supplier despatches an acknowledgement of order to the Buyer or (if earlier) the Supplier despatches the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Supplier has not previously withdrawn it.

2.7 In the event that the Supplier agrees to accept the return of Goods which have been ordered by the Buyer in error, the Buyer undertakes to pay to the Supplier a reasonable fee for the expense incurred by the Supplier in handling the return, which shall be no less than 25% of the value of the Goods returned.

3. DESCRIPTION The quantity and description of the Goods shall be as set out in the Supplier's quotation or acknowledgement of order.

4. DELIVERY

4.1 Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at the Customer's place of business.

4.2 Any dates specified by the Supplier for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.3 Subject to the other provisions of these conditions the Supplier shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Supplier's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless the Buyer has given the Supplier 21 days written notice, provided that, if delivery occurs within such notice period the notice shall be void and delivery shall be deemed to have taken place.

4.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Supplier is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

4.4.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Supplier's negligence);

4.4.2 the Goods shall be deemed to have been delivered; and

4.4.3 the Supplier may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, rehandling, storage, insurance and redelivery costs).

4.5 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.6 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Supplier on despatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 The Supplier shall not be liable for any non-delivery of Goods (even if caused by the Supplier's negligence) unless the Buyer gives written notice to the Supplier of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability of the Supplier for non-delivery of the Goods 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.

6. RISK/TITLE

6.1 The Goods are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to the Supplier from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

6.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

6.3.2 store the Goods (at no cost to the Supplier) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Supplier's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

6.3.4 maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Buyer shall produce the policy of insurance to the Supplier.

6.4 The Buyer may resell the Goods before ownership has passed to it provided that any sale shall be effected in the ordinary course of the Buyer's business at full market value.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if:

6.5.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its 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 the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

6.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Supplier and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

6.5.3 the Buyer encumbers or in any way charges any of the Goods.

6.6 The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.

6.7 The Buyer grants the Supplier, its 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 the Buyer's right to possession has terminated, to recover them.

6.8 Where the Supplier is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Supplier to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, the Supplier's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. PRICE

7.1 Unless otherwise agreed by the Supplier in writing, the price for the Goods shall be the price set out in the Supplier's price list published on the date of delivery or deemed delivery and the Supplier reserves the right to vary the Supplier's price list without notice to the Buyer although the Supplier will confirm its price list by request.

7.2 Unless otherwise stated, 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, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

8. PAYMENT

8.1 Payment of the price for the Goods is due in pounds sterling.

8.2 Unless credit facilities are offered by the Supplier payment shall be prior to delivery.

8.3 If credit facilities are offered by the Supplier, payment shall be due by the end of the month following the date on the Supplier's invoice. These may include placing orders using the Supplier's online portal.

8.4 If credit facilities are agreed between the parties and the Buyer exceeds the agreed level of credit, the excess shall be payable immediately.

8.5 Time for payment shall be of the essence.

8.6 No payment shall be deemed to have been received until the Supplier has received cleared funds.

8.7 Without prejudice to any other rights or remedies available to the Supplier, where a Buyer's cheque for payment for the Goods is dishonoured, the Supplier may charge the Buyer an administration fee of up to £25 for the related costs incurred by the Supplier.

8.8 Where any payment is overdue the Supplier may:

8.8.1 withhold delivery of any other Goods ordered by the Buyer; and

8.8.2 charge to the Buyer the reasonable collection and debt recovery costs incurred in seeking to recover such overdue payment including but not limited to an administration charge of a minimum of £25.

8.9 Where the parties agree a payment schedule and the Buyer defaults on any part of the payment schedule, the payment schedule shall be void and any amount owed by the Buyer to the Supplier shall immediately become payable, including any previously waived fees or interest.

8.10 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Buyer.

8.11 If the Buyer fails to pay the Supplier any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Royal Bank of Scotland Plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Supplier reserves the right to claim compensation and interest under the Late Payment of Commercial Debts (Interest) Act 1998.

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

9. QUALITY

9.1 The Supplier warrants that (subject to the other provisions of these conditions) on delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979

9.2 The Supplier shall not be liable for a breach of the warranty in condition 9.1 unless:

9.2.1 the Buyer gives written notice of the defect to the Supplier as soon as the Buyer discovers or ought to have discovered the defect, and, if the defect is as a result of damage in transit to the carrier, within 24 hours of delivery; and

9.2.2 the Supplier is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business for the examination to take place there.

9.3 The Supplier shall not be liable for a breach of the warranty in condition 9.1 if:

9.3.1 the Buyer makes any further use of such Goods after giving such notice; or

9.3.2 the defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

9.3.3 the Buyer alters or repairs such Goods without the written consent of the Supplier.

9.4 Subject to condition 9.2 and condition 9.3, if any of the Goods do not conform with the warranty in condition 9.1 the Supplier shall at its 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 the Supplier so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Supplier.

9.5 The Supplier does not warrant that any goods are fit for particular purpose unless specifically so warranted in writing, and is not liable for any fixings, fittings, cutting, adjustments or specific site conditions, or contractor's works on behalf of the Buyer or third party, and not in the direct employ of the Supplier.

9.6 If the Supplier complies with condition 9.4 it shall have no further liability for a breach of the warranty in condition 9.1 in respect of such Goods.

9.7 Any Goods replaced shall belong to the Supplier and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the manufacturers warranty period.

10. RETURNS

10.1 Unwanted items can be returned for exchange or refund provided they are returned within 28 days of purchase with a valid receipt. Returns are made at the risk and expense of the customer. Goods and packaging must be returned in perfect condition otherwise a credit or refund will not be given. The customer must obtain a returns number prior to returning goods by contacting us on 01780 482231 during normal office hours. Handling charges may apply to returned goods at our discretion. Goods supplied to special order are non-returnable.

11. USE OF WEBSITE

11.1 If the Buyer chooses to place their order via the Supplier's website they are wholly responsible for keeping their password secure at all times and the Buyer agrees to indemnify the Supplier from all claims, losses and expenses arising from any other person, organisation or entity using the Suppliers website to fraudulently order goods.

12. SUITABILITY OF GOODS

12.1 Products should only be used by fully trained personnel and it is the Buyer's responsibility for ensuring that goods ordered are suitable for the intended application, and to obtain adequate training in appropriate techniques and safety practices.

12.2 The Supplier cannot be held responsible for the misuse of any product, and any technical assistance provided by employees of the Supplier, whether verbally or in writing, will not be construed as advice, are of the opinions of the author and do not necessarily represent those of the Supplier, and are no substitute for correct training as provided by third-party approved training organisations.

13. LIMITATION OF LIABILITY

13.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

13.1.1 any breach of these conditions;

13.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

13.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

13.3 Nothing in these conditions excludes or limits the liability of the Supplier:

13.3.1 for death or personal injury caused by the Supplier's negligence; or

13.3.2 under section 2(3), Consumer Protection Act 1987; or

13.3.3 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

13.3.4 for fraud or fraudulent misrepresentation.

13.4 Subject to condition 10.2 and condition 10.3:

13.4.1 the Supplier's 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 of the Goods in question; and

13.4.2 the Supplier shall not be liable to the Buyer for loss of profit, loss of business, or other consequential, special or indirect loss, costs, expenses or other claims for compensation, or depletion of goodwill in each case whether direct, indirect or consequential, which arise out of or in connection with the Contract or the products supplied or their use.

14. ASSIGNMENT

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

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

15. FORCE MAJEURE The Supplier reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, 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, provided that, if the event in question continues for a continuous period in excess of 120 days, the Buyer shall be entitled to give notice in writing to the Supplier to terminate the Contract.

16. GENERAL

16.1 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.

16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

16.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.5 The parties to the Contract 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.

16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

16.7 The Supplier reserves the right to modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to the Buyer, and the Buyer confirms that the Supplier shall not be liable to them or any third party for any modification to or withdrawal of the Website; and/or change the Conditions from time to time, and the Buyer's continued use of the Website (or any part thereof) following such change shall be deemed to be their acceptance of such change. It is the Buyer's responsibility to check regularly to determine whether the Conditions have been changed. If the Buyer does not agree to any change to the Conditions then you must immediately stop using the Website.

16.8 Although the Supplier aims to keep the Website as up to date as possible, the information appearing on this Website at a particular time, including product descriptions, images or colours, may not always reflect the position exactly at the moment the Buyer place an order. The Supplier will take all reasonable care to ensure that all product information, images and prices of Products appearing on the Website are correct, however they cannot be held liable for errors or omissions.

17. COMMUNICATIONS

17.1 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 email.

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

17.1.2 (in the case of the communications to the Buyer) to its registered office or such changed address as shall be notified to the Supplier by the Buyer.