



Telephone Number: 01603 720713 Fax Number: 01603 721679 Email: [sales@bearingboys.co.uk](mailto:sales@bearingboys.co.uk)

Website: [www.bearingboys.co.uk](http://www.bearingboys.co.uk)

### Trade Application Form

Company Details	
Company Name	
Business Type	
Established (Number of Years)	
Credit Required Per Month	
Contact Name	
Telephone Number	
Accounts Email	
Invoice Address	Head Office Address
Company Registration Number	
VAT Number	

Purchasing Contacts	
Name, Email & Phone Number	
Name, Email & Phone Number	
Name, Email & Phone Number	
Name, Email & Phone Number	
Name, Email & Phone Number	

**Bearingboys Ltd, Unit 8 Mission Road, Rackheath Industrial Estate, Rackheath, Norfolk, NR13 6PL**  
**Registered in England 5900054 VAT No 762 8008 28**

Sole Trader/Partner/Director Details	
Name & Address	Name & Address

Bank Details	
Bank Name	
Account Number	
Sort Code	
Duration with Bank	

Authorised Signature	
The signatory below declares all the information provided is accurate and agrees to the “Terms and Conditions for Credit Accounts”.	
Name	
Signature	
Position	
Date	

Please return to:

Bearingboys Ltd  
Unit 8 Mission Road  
Rackheath Industrial Estate  
Rackheath  
Norfolk  
NR13 6PL

sales@bearingboys.co.uk

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Payment information for approved credit account customers. (Please do not use these details until you have been approved.)

Our credit accounts are factored by Lloyds Bank Commercial Finance Ltd (As Agent for LBCF Ltd and Alex Lawrie Receivables Financing Ltd) to whom the benefit of this account has been assigned and to whom all cheques should be made payable. This account can only be discharged by payments to Lloyds Bank Commercial Finance and not to any other party. Cheques should be sent to them at:

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P.O. Box 10484, Harlow, CM20 9GY

To assist them with identification please state on your payment advice both our name (Bearingboys Ltd) and the invoice numbers you are paying.

Alternatively, BACS payments should be sent to:

Sort Code: 30-00-00

Account Number: 00232793

The remittances must be sent by email to BACS.Rems@lloydsbankcf.co.uk or by fax to: 01295 252019

### Terms and Conditions for Credit Accounts

#### **1. Interpretation**

i. In these conditions:

**Buyer** means the person who makes the purchase of the Goods online through the Bearingboys website or who authorises the Seller to make a purchase on their behalf.

**Goods** means the products that are supplied via the Website to the Buyer or transparency to fulfil their purchase.

**Seller** means Bearingboys Limited, a company registered in England under number 5900054.

**Conditions** means the standard terms and conditions of sale for account customers set out in this document and includes any special conditions agreed in writing between the Buyer and the Seller.

**Contract** means the contract for purchase and sale of goods. Website means the website operated by Bearingboys Ltd.

**Writing** includes facsimile transmission and comparable means of communication.

ii. The headings of these conditions are for convenience only and shall not affect their interpretation.

#### **2. Basis of the sale**

i. The Goods may be purchased in a number of ways, either directly by the Buyer online using the Bearingboys Ltd website or by the Buyer directing an employee of the Seller to purchase the goods for them. In all cases the Buyer acknowledges that the sale has occurred.

ii. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

#### **3. Price of the goods**

i. The Seller shall sell and the Buyer shall purchase the goods at a price which can be set in a number of ways. The Buyer may purchase the goods at a price given by the Seller's price on the Website, by the Buyer agreeing a quotation with the Seller, or in line with a price agreement already agreed upon by the Buyer and the Seller.

ii. The price is exclusive of any applicable Value Added Tax (VAT) or other tax on sales, which the Buyer shall additionally be liable to pay the Seller

#### **4. Terms of payment**

i. Subject to any special terms agreed between the Buyer and the Seller the Seller will invoice the Buyer once the order process is complete on the Bearingboys website.

ii. The Buyer shall pay the price of the goods on the last day of the month following the one in which the Seller's invoice is dated. Any alterations to this payment term have to be agreed in writing with the Seller.

iii. Bank charges. The Buyer will pay for the Buyer's bank charges and not deduct these from any amount owed to the Seller.

iv. If the Buyer fails to make payment on the due date then, without prejudice to any other remedy available to the Seller, the Seller shall be entitled to:

a. Cancel the Contract or suspend further services for the Buyer.

b. Charge interest on overdue invoices and reasonable recovery costs. The Seller understands and will exercise our statutory right to claim interest and compensation for debt recovery costs under late payment legislation if we are not paid according to agreed terms.

- For account holders in the UK: Interest will be charged at the late payment reference rate plus 8%.
- For account holders in the EU: Interest will be charged at the ECB base rate plus 7%.
- For account holders in the US and Rest of the World: The Seller will claim interest if we are not paid according to agreed terms, at the rate of the Bank of England base rate plus 8%.

#### **5. Credit Account Terms**

i. The Buyer agrees that the Seller has the right to set Credit Limits on the account as they see fit and to withhold further credit at the Seller's discretion.

ii. The Seller has the right at all times to terminate the Credit account and not to allow any future purchases.

#### **6. Insolvency**

i. This clause applies if:

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- The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject of an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- The Buyer ceases, or threatens to cease, to carry on business; or
- 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.

ii. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries of goods to the Buyer without liability to the Buyer, and if the goods have been delivered but not paid for then the price for them shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **7. General**

i. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or other such address as may at the time be relevant having been notified pursuant to this provision to the party giving notice.

ii. The Seller's Conditions of Sale will apply exclusively to all dealings between the Seller and the Buyer.

iii. No waiver by the Seller 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.

iv. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

v. The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.