



Registered Office: 8-12 Market Place, Holt, Norfolk, NR25 6BW

Company Registration Number: 67886

VAT Registration Number: 911 5111 75

<b>1. Applicant Details - Please complete in BLOCK CAPITALS using FULL NAMES. Initials are not acceptable</b>	
Full Legal Name	
Trading as (if different)	
Business Address	
Postcode	
Telephone Number	
Mobile Number	
Contact E-mail Address	
Accounts Email Address	

<b>Legal Status of Applicant - Please tick as appropriate</b>			
<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	Limited Company (Private)
<input type="checkbox"/>	Partnership (Unincorporated)	<input type="checkbox"/>	Individual
<input type="checkbox"/>	LLP	<input type="checkbox"/>	Other - please specify

VAT Registration Number	
Company Registration Number (as per Companies House)	
Length of time in business	
Description of business	
Annual turnover	

**2. Contact** \*\*\*Note - please only provide Private Address and Date of Birth if you are applying as a Sole Trader, Unincorporated Partnership or Individual. By providing these details, you consent to C T Baker Ltd performing a credit check on the named individuals.

**Business Contact/Partner 1**

Personal Address	
Postcode	
Date of Birth	
Mobile Number	
Contact Email Address	

**Partner 2**

Private Address	
Postcode	
Date of Birth	
Mobile Number	
Contact Email Address	

**Partner 3**

Private Address	
Postcode	
Date of Birth	
Mobile Number	
Contact Email Address	

3. Trade References	
Company 1	
Address	
Postcode	
Telephone	

Company 2	
Address	
Postcode	
Telephone	

4. Estimated Spend and Credit Limit	
Estimated monthly spend with CT Baker Ltd	
<b>Desired Credit Limit</b> – tick as appropriate	
<input type="checkbox"/> £1,000	<input type="checkbox"/> £7,500
<input type="checkbox"/> £2,000	<input type="checkbox"/> £10,000
<input type="checkbox"/> £5,000	<input type="checkbox"/> Other (please specify)

**Our terms of settlements are end of month following invoice, e.g. Goods purchased in January must be paid by the last day of February and so forth.**

<b>5. Agreement</b> - I/We the undersigned have read and agree to the overleaf Terms and Conditions of Trading of the supplier CT Baker Ltd and agree that they are both reasonable and enforceable. I/We hereby authorise that CT Baker Ltd and/or its agents to make the necessary credit checks.	
<b>Signature of applicant</b>	
Print Name	
Date	
<b>Signature of applicant</b>	
Print Name	
Date	
<b>Signature of applicant</b>	
Print Name	
Date	

<b>Director's Personal Guarantee Declaration for LLPs and Limited Companies</b>	
I the undersigned have been specifically informed of the Director's Personal Guarantee and agree that the terms and conditions are both reasonable and enforceable.	
<b>Signed (Purchaser)</b>	
Print Name	
Date	
Witnessed by (on behalf of CT Baker Ltd)	
<b>Signature (CT Baker Ltd)</b>	
Print Name	
Date	

Once completed, please return this form either to your local branch, in person or via email. Please return with copy of Company letterhead.

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**FOR OFFICE USE ONLY**

<b>Authorised by</b>	
Signature	
Branch	
Date	
<b>Signed by General Manager</b>	
Date	
<b>Signed by Company Director</b>	
Date	

Account number	
Account opened	



## **C T BAKER GROUP TERMS & CONDITIONS OF TRADING**

### **1 - Interpretation**

(a) "The Contract" means each order or series of orders for goods or services placed by the Purchaser after the date after the date hereof together with the acceptance thereof of these general conditions of sale.

(b) In the Contract the following expressions shall (unless the context otherwise requires) have the meaning hereby respectively assigned to them. "The Supplier" means C T Baker Ltd, "The Contract Price" means the total sum payable in accordance with a contract in respect of the supply of goods and such services as are undertaken by the Supplier. "The Goods/Services" means the materials or other articles (as the case may be) to be supplied under the contract. "The Purchaser" means the Individual/s, Firm or Limited Company agreeing to purchase the goods/services under the Contract and shall include the legal personal successors of such Individual/s, Firm or Company.

(c) The Headings of these general Conditions of Sale shall not affect the interpretation of the Contract. Supplier is authorised to do under the Contract may be taken or done by any person authorised either generally or specifically by the supplier to take or do that thing or act.

### **2 - Price**

A fixed price will normally be quoted but it is subject to variation for an increase in the cost of materials, haulage or in rates of wages being made in the trade after the date of the quotation. All quotations are made at the price applicable to the quantities specified in the quotation. In the event of an order for the quantities specified in any quotation not being placed with the Supplier, the right is reserved to revise the price for the quantity of goods actually supplied.

### **3 - Despatch/Delivery & Installation**

(a) Legal ownership of the goods shall not pass to the Buyer on delivery. The goods shall remain the legal property of the Supplier and full title in the goods shall not pass to the Purchaser until the Purchaser has made payment of the full amount of the contract price in cleared funds.

(b) The Purchaser shall keep and store the goods in such a manner that can be readily identified as items belonging to the Supplier.

(c) If payment for the goods/services is overdue in full or in part or if the Purchaser enters into Receivership or any composition with his or its creditors the Supplier shall have the right to possess the goods and furtherance whereof the Purchaser hereby agrees irrevocably to grant permission to the Supplier or its duly appointed representative to enter upon the Purchasers premises and remove the goods.

(d) "Time will not be of the essence" with regard to any contract for the installation of goods unless expressly agreed in writing by the Supplier at the time of ordering.

(e) The Supplier will not be held liable for any damage to any property of the purchaser or any party at all, due to inclement weather, or due to the inability of the Supplier to complete any contract or part of a contract due to the effects of inclement weather and the Purchaser unconditionally indemnifies the Supplier against any action at law whatsoever with respect to any such claims that may be made.

(f) The goods and or services offered by the Supplier to the Purchaser will be supplied only to the named entity on this account application form. Any change in the legal status of the applicant requires a new credit account application to be completed and accepted by the supplier before goods or services will be supplied to the new entity.

#### **4 - Defective Goods & Delivery**

(a) The Purchaser is under a duty to inspect the goods on delivery or installation as the case may be. No liability is accepted by the Supplier from delay in delivery of the goods unless the Supplier has expressly agreed to be bound by a delivery date in writing, which is of the essence of the contract. The Supplier accepts no liability for any delays or non-delivery due directly or indirectly to strike, fire, act of state, force majeure or other circumstances beyond their control.

(b) The Supplier shall make good by way of replacement any defective goods or service PROVIDED THAT:

(c) Immediate written notification of the alleged defect is given by the Purchaser to the Supplier within seven days of deliver of any such goods by recorded delivery.

(d) The Purchaser has not waived any defects in the goods prior to delivery.

#### **5 - Indemnity**

Except as expressly provided for in Condition 3 hereof the Supplier shall have no liability whatsoever for any defects in the goods or services. The Purchaser shall indemnify the Supplier and all servants and agents of the Supplier against all and any actions and demands of whatever nature arising out of the use of the good.

#### **6 - Manufacture of Goods**

Goods manufactured to the specifications or design of the purchaser or his/her advisors carry no guarantee of any kind whatsoever, except compliance with the design or specification.

#### **7 - Reservation of title**

(a) The property in goods sold by the Supplier to the Purchaser shall remain vested with the Supplier until all sums owed by the Purchaser to the Supplier on whatsoever grounds have been paid

(b) The customer expressly grants the supplier and their agents licence to enter at all times the customers premises where the goods to which title has not passed to the customer and that the supplier will have the right to re-possess any such goods as have not been paid for. And that the customer will indemnify the supplier for all and any costs whatsoever incurred for such action and all actions at law that may result from such action.

#### **8 - Risk**

All goods sold are at the sole risk of the purchaser after their delivery or collection.

#### **9 - Terms of Payment**

(a) The Contract shall be paid in full to the Supplier by the 30th day after the date of invoice or delivery of the goods to the Purchaser.

(b) Interest at the rate of 10% over the current base lending rate applicable at the time may be charged by the Supplier at their sole discretion on all sums due to the Supplier from the Purchaser from the date on which payment is due and until the payment is made in full with cleared funds. The date of payment shall not be postponed on account of additions or alternatives to, or omissions from or defects in the goods/services, which do not substantially affect the commercial use of the goods/services. The Supplier reserves the right to enforce the terms of The Late Payment of Commercial Debts (Interest) Act.

#### **10 - Defaults in Payment**

THE SUPPLIER MAY:

(a) For any reason whatsoever summarily terminate the Contract with respect to all or any of the goods/services but without prejudice to any rights which may have accrued or which may accrue thereafter to the Supplier and/or

(b) Deduct the amount payable under the Contract from any sum then due or which may thereafter become due to the Purchaser under any other Contract with the Supplier.



(c) Re-impose any sum by way of discount or deduction from the retail price of the goods/services shown on the delivery of the initial invoice for the goods and/or

(d) In the event of any Cheque/Standing Order or Direct Debit Instruction which is returned marked "Refer to Drawer", "Represent"

or unpaid in any manner whatsoever charge at the Suppliers sole discretion the rate of 5% of the amount for which the payment was drawn or £50.00 whichever is the greater and/or

(e) Withdraw all future credit facilities that may have been extended to the Purchaser and/or

(f) Charge to the Purchaser all and any costs whatsoever incurred by the Supplier for the recovery of such sums as are due and the enforcement of the Contract, including any third party collection agency fees and exercise the right to enforce the Late Payment of Commercial Debt (Interest) Act.

(g) Charge the Purchaser 10% per annum over the current base-lending rate at the time governed by the rate charged by The National Westminster Bank Plc, or charge the Purchaser interest pursuant to the Late Payments of Commercial Debt (Interest) Act

(h) Confer the rights of this contract to any third party collection agency who may subsequently enforce any part of this Contract.

#### **11 - Director's Personal Guarantee**

I, the signatory for the Purchaser limited company, being a Director of the Purchaser limited company, do hereby unconditionally agree to stand guarantor for any sums due to the Supplier by the Purchaser limited company without exception and upon demand by the Supplier, in the event that the Purchaser fails to pay any sums due, when they are due, or enters into Liquidation/Administration or any other financial arrangement or composition

**12.** We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.

**13.** The parties have read and agreed to these terms and conditions and further hereby agree that all terms and conditions contained herein are reasonable and enforceable.

**14.** No claims against the Supplier whatsoever for non completion of the Contract or dissatisfaction with the Suppliers services will be accepted unless notified to the supplier in writing by recorded delivery within 14 days of the completion of the Contract.

**15.** The terms of this Contract will be governed solely by English Law and the Jurisdiction of the English Courts.