



Church Street, Ecclesfield, Sheffield, S35 9WG  
 Telephone: (0114) 246 2027 Fax: (0114) 245 4232  
 Email: sales@staniforths.co.uk  
 http://www.staniforths.co.uk  
 V.A.T. No. 173-6366-47  
 Registered No. 1144891

## ACCOUNT APPLICATION FORM

Please Note that failure to complete this form will delay your account being opened

### Company Details

Full Trading Title:		
Address:		Sales Contact:
		Accounts Contact:
Post Code:	VAT Reg. No.:	Days Not Open:
Tel No.:	Mobile No.:	Fax No.:
Registration number if limited company:		
Email:	Website:	

### Proprietor/Partnership(s) - Full Name & Home Address

Surname:	Date of Birth:	Surname:	Date of Birth:
Forenames:		Forenames:	
Address:		Address:	
Post Code:		Post Code:	
Tel. No.:		Tel. No.:	
Mobile No.:		Mobile No.:	

Please tick box to indicate type of business

### Limited Company - Full Name & Home Addresses of Directors

Surname:	Surname:
Forenames:	Forenames:
Address:	
Post Code:	Post Code:
Tel. No.:	Tel. No.:
Mobile No.:	Mobile No.:

### Business Details

Date commenced trading:	
Bank Name:	Account Name:
Bank Address:	Sort Code:
	Account No.:
Post Code:	

### Payment Method

1	Card Type:	Card No.:		
	Valid from:	Valid to:		
	Issue no:	Security No.:		
2	BACS/ Credit/Debit Card	28th Day of month	1st Day of month	7th day of month

continued overleaf....



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Trade Reference 1		Trade Reference 2	
Name:		Name:	
Address:		Address:	
Post Code:	Tel No.:	Post Code:	Tel No.:
<i>Please give details of any Motorcycle Trade related company you have traded with consistently over the last 12 months</i>			

- 1) Credit Accounts must be settled in full by the end of the month following invoice.
- 2) Credit/Debit card payments are made with the understanding and agreement of the account holder that your card will be used and debited at the time of invoicing. Alternative arrangements on credit/debit card payments will be debited from your card on the last working day of the month following invoice.
- 3) Payments made by cheque which fail to clear through the bank system will carry a bank charge of £25 and the credit account will transfer to Credit/Debit card payment only.
- 4) Credit goods are supplied on the explicit agreement that they remain the property of Staniforth Motorcycle Wholesale Ltd. until payment has been made in full (see Terms & Conditions)
- 5) Please supply a sheet of your company letterhead.

I/We understand and agree with the Terms & Conditions of sale:

For Dealer		For Staniforth Motorcycle Wholesale Ltd	
Signature	Date	Signature	Date
Print Name		Print Name	
Position		Position	

Please return this form by post to Accounts Department, Staniforth Motorcycle Wholesale Ltd.  
 182 Church Street, Ecclesfield, Sheffield, S35 9WG  
 or by fax to 0114 2402634

### Office Use Only

Account Details	
Credit Limit:	
Date Account Opened:	
Account number	

Type of Account	Credit Account	
	Credit Card	
	Proforma	
Date Account Closed:		

Information sent to customer


# TERMS AND CONDITIONS OF BUSINESS

## Validity and Application

Nothing herein contained is intended by the Company to negate or limit any right in law which cannot lawfully be so negated or limited and if it should be held by a court or other competent jurisdiction that any of these terms and conditions has that effect, then such part or parts shall be severed from the remainder which shall continue in full force and effect.

### In these Terms and Conditions:

<b>Contract</b>	Shall mean the contract between the Company and the Customer.
<b>Company</b>	Shall mean Staniforth Motorcycle Wholesale Ltd or any subsidiary or associated company thereof.
<b>Customer</b>	Shall mean the person, firm or company identified in or by means of the Contract as ordering goods.
<b>Goods</b>	Shall mean every, or where the context so requires, any item of whatsoever nature, which the Customer buys or has agreed to buy from the Company under this Contract.

### 1. Formation of Contract

- a. All orders will be taken and all goods supplied by the Company subject to these terms and conditions and, subject to the 'Validity and Application' statement above, no other terms, conditions or warranties are to be implied into Contract unless expressly accepted in writing by an authorised representative of the Company.
- b. Subject to the provision of clause 1. (a) above mentioned, these terms and conditions are the only terms and conditions applicable to the Contract and shall supersede all earlier arrangements or agreements entered into or made between the Company and the Customer and shall apply to the exclusion of any other provisions contained in any other document issued by the Customer in any manner whatsoever or at any point in time.

### 2. Quotations and Estimates

- a. The Company shall only be bound by prices quoted in writing and for a specified time. Any prices exhibited on the Company's premises constitute an Invitation to Treat only.
- b. Where the Company provides a quotation to a Customer, that quotation shall be available for acceptance by the Customer for a maximum period of fourteen days, unless otherwise expressly agreed in writing by an authorised representative of the Company. The Company may by written or oral notice withdraw any quotation at any time prior to the Customer's acceptance.
- c. If between the date of contract and the date or dates of collection or delivery there are variations in the costs of manufacturers prices, transport, taxes or other costs or charges, then the contract price may be varied at the Company's discretion. That is to say that, unless the Company's quotation specifically provides for a fixed price contract, the prices ruling shall be those at the date of collection, despatch or delivery.
- d. Where the Company provides the Customer with an estimate for the supply of goods, such estimate shall be provisional only and will be subject to variation in the price of such ordered items.

### 3. VAT

Unless otherwise stated, all prices are exclusive of VAT.

### 4. Separate Contracts

Each order and its acceptance is to be treated as a separate contract and accordingly, if there should be at any one time more than one contract in the course of performance between the Company and the Customer, and if any question, dispute or difficulty shall arise in respect of one or such contracts, neither the existence of such, dispute or difficulty nor the terms on which it may be settled shall effect in any way whatsoever other such contracts.

### 5. Payment

- a. Time for payment shall be of the essence of the Contract
- b. Unless otherwise agreed in writing, the Customer must pay for all goods in full on order or, at the sole discretion of the Company, at or before delivery. Unless a cheque is supported by a banker's card the Company may refuse to release the ordered goods until the cheque has been cleared.
- c. Where the Company has agreed to provide credit facilities to a Customer, payment of goods must be received on or before the end of the month following the date of invoice.
- d. No disputes arising under the Contract, nor delays beyond the reasonable control of the Company, shall interfere with prompt payment in full by the Customer.
- e. The Company, without prejudice to any other rights, reserves the right to charge interest on overdue accounts at the rate as proscribed under the Late Payment Legislation and also to levy collection costs.
- f. The Company, without prejudice to any other rights, reserves the right to charge a surcharge of a minimum 2.5% on all credit and debit cards.
- g. Should anyone invoice become overdue for payment then the Company is entitled to immediate payment of the whole account.

### 6. Deposit

- a. Notwithstanding the provisions of clause 5., above mentioned, the Company reserves the right to require the Customer to pay a deposit on the ordering of goods, such deposit to be determined by the Company at the time of order or contract.
- b. If the Customer shall fail to pay for the goods ordered in accordance with the provisions of the said clause 5., above mentioned, the Company shall

be entitled to treat the Contract as repudiated by the Customer. In this event the Company may retain any deposit or part thereof without prejudice to the Company's rights to recover from the Customer by way of damages any loss or expense which the Company may suffer or incur by reason of the Customer's default and the Company shall be entitled to dispose of any goods as they shall think fit and shall not be under any liability to account to the Customer for the price received for such goods or for the said deposit.

### 7. Cancellation

The Company shall be entitled to full indemnity if the Customer cancels an order, which the Company has accepted. Orders accepted by the Company may not be cancelled by the Customer without the Company's prior written consent and in the event of such consent being given, the Company reserves the right to charge a cancellation fee as a condition thereof.

### 8. Returned Items

- a. If the Customer wishes to return any Goods to the Company, authorisation must first be obtained from the Company and the items returned in accordance with the requirements of the Company. Any items returned to the Company without such authorisation or otherwise contrary to the Company's requirements will be re-despatched to the Customer at the Customer's cost.
- b. With respect to the provisions of this clause, the Company will take no action nor will it provide the Customer with a credit until the items are back with Company and have been subject to an examination. Such an examination will include inspection of the original packaging and Customer's invoice.
- c. All damages and/or shortages must be reported in writing (including by facsimile) within 7 days of parcel receipt in order to sustain a valid claim.
- d. Return carriage charges cannot be accepted by the Company unless such charges have been expressly agreed by the Company prior to the return of the goods.

### 9. Stock Items

All goods which are stock items and which have been correctly supplied to the Customer in accordance with the provisions of the Contract but which are then returned by the Customer for credit (where the Company allows this) will be subject to a minimum 20% restocking charge. All such returns must be made to the Company within 15 working days of delivery to the Customer and must be returned in an undamaged condition and fit for resale, including the packaging. The Company reserves the right to reject any returns considered unsuitable for resale for whatever reason.

### 10. Changes Required by the Customer

Any and all loss or expense occasioned to the Company as a result of changes required by the Customer to any order accepted by the Company shall be fully reimbursed by the Customer to the Company.

### 11. Delivery and Carriage

- a. Delivery commitments are entered into in good faith, but the Company shall not be liable for failure to deliver on any specified date nor shall such failure be deemed to be a breach of contract or any part of these terms and conditions.
- b. Where the Contract requires delivery by instalments, each instalment shall be regarded as a separate contract and any defects in any instalment or failure to deliver any instalment shall not give the Customer the right to cancel the balance of deliveries due under this or any other contract between the parties.
- c. All orders will be despatched in accordance with the Company's current carriage policy. Where possible, the Company will endeavour to meet special delivery requirements subject to any and all additional costs of the same being borne by the Customer.

### 12. Failure to Take Delivery

If the Customer fails to accept delivery of any goods ordered in accordance with the provisions of the Contract, the Company shall not be bound to tender or tender the goods, but the Company shall have the right:

- a. To invoice such goods including the cost of non-acceptance for immediate payment.
- b. To sell the goods elsewhere and recover any difference in price including the costs of non-acceptance from the Customer.
- c. To make a reasonable storage charge for the goods remaining on the Company's premises longer than one month.

### 13. Passing of Risk

- a. Subject to the provisions of these conditions, all risks shall pass to the Customer on delivery to or in accordance with the Customer's instructions or, in the case of carriage, to the carrier. It shall be the responsibility of the Customer to arrange adequate insurance against all relative risks.
- b. The Customer shall have a reasonable time from delivery of the goods to effect inspection and examination after which time the goods shall be deemed to be satisfactory and shall be deemed accepted by the Customer.

**14. Passing of Title in Goods (inc 'All Monies Clause')**

- a. Unless otherwise stated in writing, any and or all goods supplied by the Company to the Customer shall remain the property of the Company until all monies due in respect of any goods supplied to the Customer at any time have been paid in full. Until such time as the Company has received such payment, legal and beneficial ownership in any such goods shall remain with the Company, and shall not pass to the Customer or to any sub-purchaser. Further, the Customer shall hold such goods as bailee, store them in such a way that they can be identified as the property of the Company and keep them separate from the Customer's own property and the property of any other person or business.
- b. Although all goods remain the property of the Company until paid for, they shall be at the Customer's risk from time of delivery or collection and the Customer shall hold the proceeds of any insurance against loss or damage on behalf of the Company as trustee for the Company.
- c. The Customer's right to possession of the goods shall, for the purpose of the instant clause 14., cease if:
  - i. upon presentation to a bank of any cheque tendered in respect of payment for goods it is returned dishonoured ; or
  - ii. the Customer has not paid for the goods in full by the expiry of any credit period allowed by the Company; or
  - iii. the Customer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement; or
  - iv. a receiver, liquidator or administrator is appointed in respect of the Customer's business; or
  - v. an encumbrancer takes possession of any of the property or assets of the Customer; or
  - vi. the Customer ceases, or threatens to cease, to carry on business; or
  - vii. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- d. On cessation of the Customer's right to possession of the goods pursuant to the sub-clause immediately aforementioned , the Customer shall at his own expense make the goods available to the Company and allow the Company to repossess them. Further, the Customer hereby grants the Company its agents and employees an irrevocable licence (such licence to subsist notwithstanding termination of contract for any reason) to enter any premises where the goods are stored in order to repossess them or inspect at anytime.

**15. Delays & Force Majeure**

- a. In the case of ordered goods the Company will use its best endeavours to ensure availability of the same by the date and time requested. However, the Company can offer no guarantee with respect to the provision of this clause and cannot accept responsibility for delay resulting from the none or late availability of any goods or other reasons beyond its control.
- b. In the event of the performance of any obligation accepted by the Company being prevented, delayed or in any way interfered with by any direction of government or other competent authority, industrial dispute, strike, breakdown of plant machinery, accident, fire or by any other cause beyond the Company's reasonable control the Company may, at its sole option, suspend performance or cancel its obligation under the contract without damage or consequential loss arising.

**16. Warranty**

Any goods supplied by the Company will be entitled to the benefit of any warranty given by the manufacturers of any such items. This will not affect the Customer's or, as the case may be, any sub-purchasers statutory rights.

**17. Defective Goods/limitation of liability**

- a. Subject to clause 16., above mentioned, and always subject to the provisions of any such warranty provided by the manufacturer, if it is proved to the Company's satisfaction that any goods as supplied, are defective, the Company may be prepared to rectify or replace at its option such defective goods. In the event that such rectification or replacement is not practicable the Company may give credit to an amount not exceeding the invoice price.
- b. the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- i. any breach of these conditions; and
- ii. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- c. 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
- d. Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation
- e. Subject to conditions 9.2 and 9.3:
  - i. the Company'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 this Contract shall be limited to the invoice price; and
  - ii. the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**18. Packaging**

The Customer agrees that it shall not remove, change or in any way interfere with packaging, trademarks or other marks and labels supplied with or relating to the goods.

**19. Indemnity Against Infringement of Industrial Property Rights**

The Customer will fully indemnify and hold the Company harmless against any claim or liability in respect of any infringement of any Patent, Trade Mark, Registered Design or any other like claim resulting from compliance with the Customer's instructions express or implied.

**20. Notices**

Any notices given hereunder may be served personally or be left at the last known residence or place of business of the Customer, or may be sent by first class post, in which case notice shall be deemed to have been received by the Customer on the first working day after posting.

**21. Severability**

In the event of any provision of these terms and conditions being or becoming void in whole or in part the other provisions of these terms and conditions shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these terms and conditions.

**22. Waiver**

The omission to exercise, or any delay in exercising, any of its rights or remedies under these terms and conditions of business shall not constitute a waiver of any such rights or remedies by the Company.

**23. Assignment**

- a. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- b. The Company may assign the Contract or any part of it to any person, firm or company.

**24. Rights of third parties**

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

**25. Legal**

The Contract shall be governed and interpreted exclusively according to English Law and shall be subject to the exclusive jurisdiction of the English Courts.

I confirm that I have read and agree to abide by the Terms and Conditions of Sale sent to me and to keep the account within the credit terms stated.

For and on behalf of ..... Account Number: .....

Signed: .. Name of Signatory: .....(Print)

Date: . Position: .

**For and on behalf of (Staniforth Motorcycle Wholesale Ltd)**

Signed: . Name of Signatory: .....(Print)

Date: . Position: .