

CLOISTER UNIFORMS

9 Meadow Close,
Langage Industrial Estate,
Plympton, Plymouth,
Devon
PL7 5EX

Tel: 01752 345346 Fax: 01752 345090
www.cloister-uniforms.co.uk email: sales@cloister-uniforms.co.uk

CREDIT APPLICATION

Registered Company Name _____

Trading as _____ Registered No _____

Self Employed		Partnership		Private Limited Company		Public Limited Company		Public Listed Company	
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Postal Address _____

Post Code _____ Tel No _____ Fax No _____

Delivery Address _____

Date business commenced _____ How long under present owners? _____

Full Names and Adress which Owner/Partner/Directors choose as domicillium et citandi et executandi	Tel No

PLEASE TICK MONTHLY ACCOUNT OR 30 DAY ACCOUNT CREDIT LIMIT APPLIED FOR _____

BANKERS	BRANCH	A/C NAME
ADDRESS	A/C NO.	SORT CODE.

TRADE REFERENCES
NAME
1.
2.

I hereby warrant the above information to be true and correct. I further confirm having read and accepted the Conditions of sale on the reverse side of this document, and bind myself to adhering thereto. I accept that interest charges are payable in terms of clause 8.2 on overdue accounts.

Who by their signature hereby warrants that they are an authorised signatory.

Name _____ Date _____ Witness _____

OFFICE USE ONLY				
CREDIT LIMIT	TERMS	A/C NO. ALLOCATED	INSURANCE	CREDIT APPROVED BY

CONDITIONS OF SALE

- 1.0 **DEFINITIONS**
- 1.1 In these conditions -
- 1.1.1 "the Company" means Cloister Uniforms
- 1.1.2 "the Customer" means the person, firm, partnership, Company or association buying from the Company.
- 1.1.3 "the order form" means the order that is prepared on or about the date of placement of the order by the Customer.
- 1.1.4 words signifying the singular shall include the plural and vice versa
- 2.0 **CONTRACT**
- 2.1 The order form together with the particulars endorsed thereon read with these Conditions of Sale constitute the Customer's Offer
- 2.2 All offers shall be irrevocable and binding on the Customer until accepted or declined by the Company provided that the Company shall have the right to accept any order in whole or in part.
- 2.3 The Company's acceptance of the offer shall either be by way of posting by ordinary post a letter of confirmation from the Company's head office or by despatch/delivery of any of the goods to the Customer or its agent.
- 2.4 The offer (whether written or verbal) of the Customer and acceptance thereof by the company constitutes a contract of sale ("the contract") subject to these conditions.
- 2.5 Such contract constitutes the entire agreement between the parties and no variation thereof shall be effective unless agreed to by the parties in writing.
- 2.6 Save as set out in this contract, no warranties, representations or undertakings have been made or given by the Company.
- 2.7 If any order or other document relating to any contract between the Company and the Customer contains any condition which conflicts with any of these conditions. In such event these conditions shall prevail.
- 2.8 Each delivery shall be deemed to be a separate contract in respect of the goods forming the subject matter of such delivery.
- 2.9 The contract of sale is between the Company and the Customer as principals and shall not be assigned nor ceded by the Customer without the written consent of the Company.
- 3.0 **GUARANTEE**
- 3.1 In the event of the signatory signing on behalf of the Customer, then such person by his signature expressly also binds himself personally as surety and co-principal debtor in solidum in favour of the Company for all or any amounts which the Customer may be indebted to the Company in respect of this agreement. In this regard the person so signing, hereby expressly renounces the benefits of excussion and division, and of the exceptions "De Deobus Ve Pluribus Reis Debendi" and "Non Numeratae Pecuniae" with the person signing on behalf of the Customer acknowledges himself to be fully acquainted.
- 4.0 **PRICES**
- 4.1 The prices shall be as stated in the order form, invoice, and/or other stationery and shall be subject to the Company's acceptance.
- 4.2 Special measure and outside garments are subject to surcharge at ruling rates.
- 4.3 Notwithstanding the provisions of 2.5, 2.6 and 3.1, if prior to delivery and/or despatch there is any increase for whatsoever reason in the Company's cost of materials or components or in statutory labour charges or exchange rates, such increase/s shall be borne by the Customer who undertakes to pay such increased price/s. The amount of the increase/s shall be certified by a director of the Company and such certificates shall be final and binding on the Customer.
- 4.4 Prices quoted are ex warehouse at the Company's factory, depot or warehouse.
- 5.0 **DELIVERY**
- 5.1 In so far as delivery of the goods is concerned time shall not be of the essence of any contract.
- 5.2 Whilst every effort will be made to deliver/despatch the goods timeously as indicated on the order form and/or other stationery, the Company does not guarantee delivery/despatch on any specific date and the Customer shall not be entitled to cancel any order/s by reason of any delay. The Company shall not be liable for any damages for failure to effect delivery/despatch timeously for any reason whatsoever.
- 5.3 Without prejudices to the rights conferred in these conditions upon the Company, the Company reserves the right to withdraw from any order and/or contract at any time prior to delivery of the goods ordered.
- 5.4 Delivery shall be ex warehouse at the Company's factory, depot or warehouse.
- 5.5 All costs of delivery shall be borne by the Customer, in the event of the Company in its unfettered discretion disbursing on the Customer's behalf any costs of delivery, the Company shall be entitled to immediate repayment by the Customer of any amount so disbursed.
- 5.6 The Company shall have the right, but shall not be obliged, to insure that the goods in transit and wherever so insured to recover the cost of such insurance from the Customer.
- 5.7 The Customer shall be obliged, with seven (7) days of date of delivery, to give to the Company written notice of any complaint of claim in respect of any goods delivered and any claim in respect of which the Company has not received such written notice within the aforesaid period of seven (7) days shall become forfeited and prescribed.
- 5.7.1 Articles may be returned within 30 days of invoice date for a credit free of charge but after that date a restocking or changing fee of 10% of full sale price per month will be incurred. A carriage charge will also be incurred for size changes.
- 5.8 The Company may delivery up to 5% more or less than the ordered quantity without adjusting the price when the quantity so delivered shall deem to be the quantity ordered.
- 5.9 Any carrier shall be deemed to be the agent of the Customer and all risk in the goods shall pass to the Customer upon delivery to the Customer or such agent as the case may be.
- 6.0 **OWNERSHIP**
- 6.1 Ownership of the goods shall not pass to the Customer until the full purchase price shall have been paid.
- 6.2 The risk in and to the goods sold hereunder shall pass to the Customer on delivery thereof notwithstanding the reservation of ownership therein.
- 7.0 **DAMAGES**
- 7.1 The Company shall not be responsible for any loss or damage of whatsoever nature and howsoever caused and whether general or special which the Customer may suffer in the event of goods being delivered after delivery date or in the event of goods not being delivered at all, in the event of the Company being required to effect delivery by instalments, its failure to effect any one delivery and/or late delivery of any one instalment, shall not affect the validity of this contract and the Customer shall not have the right to refuse to accept delivery of any late instalment or of the balance of the goods to be delivered. The Company shall not be liable for any consequential damage that the Customer may suffer as a result of the late delivery or non-delivery of the goods.
- 8.0 **PAYMENT**
- 8.1 Unless otherwise agreed in writing, our standard terms for monthly account customers are invoices dated 21st-20th are due on the following 5th. Account customers, 30 days from date of invoice.
- 8.2 Interest on overdue amounts shall be charged at 4% above Barclays Base rate from time to time and such interest shall be payable by the Customer on demand.
- 8.3 In the event of the Company accepting a series of post-dated cheques, promissory notes or other bills of exchange from the Customer in respect of any indebtedness of the Customer, then the acceptance by the Company of such post-dated, promissory notes or bills of exchange shall be without prejudice to the Company's rights in terms of these conditions.
- 8.4 No amount may be deducted by the Customer from any invoices or statement without the Company's prior written authorization.
- 8.5 The Company shall be entitled at any time to restrict, limit or cancel any credit arrangements or facilities granted to the Customer and shall further be entitled in its discretion to require the Customer to furnish security for the payment of any or all amounts due in terms of this or any related matters.
- 8.6 The Company shall have the right forthwith to terminate any contract and/or reposses its goods and/or claim from the Customer immediate payment of any monies owing by the Customer under any contract, notwithstanding any earlier agreement for credit and where the same is due for payment or not if the Customer fails to pay any amount due to the Company on due date thereof, or is placed under a provisional or final order of sequestration, liquidation, or judicial management or commits any act of insolvency, or enters into any compromise with his/its creditors or fails to satisfy any judgement granted against him/it within seven (7) days after date of judgement, or passes any goods acquired from the Company onto any third party for resale without prior written consent of the Company, or changes the structure of its ownership, or deviated from its former method of trading.
- 8.7 If any amount due and payable by the Customer to the Company is in arrears, the Company shall have the right until such amount has been paid, to suspend any deliveries under this/or any other contract then in force between the Company and the Customer.
- 9.0 **LEGAL CHARGES AND JURISDICTION**
- 9.1 In the event of the Company instructing its solicitors to recover money or goods from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company on the solicitor and own client scale including collection commission.
- 9.2 **JURISDICTION**
- 9.2.1 At the option of the Company any claim against the Customer whether for return of goods, damages, purchase prices, balance owing, or any other cause arising shall be governed and construed in accordance with the Law of England and any disputes will be subject to the jurisdiction of the English Courts.
- 9.2.2 The Customer submits to the jurisdiction of the England Courts, in any action or application arising out of any contract entered into between the Company and the Customer.
- 10.0 **GENERAL**
- 10.1 No relaxation, indulgence or extension of time which the Company may grant at any time in regard to the carrying out of the Customer's obligation in terms of any contract shall prejudice or constitute a novation or a waiver of, any other Company's rights in terms of any contracts.
- 10.2 Any written notice to or by the Company shall be addressed to or addressed from the Company's head office.
- 10.3 No acceptance, letter or other document written by the Company shall be binding upon it unless it is signed by a director of the Company.
- 10.4 The Company reserves the right to alter the design to enhance or facilitate manufacture.