

CREDIT ACCOUNT APPLICATION FORM

PLEASE COMPLETE IN BLOCK CAPITALS AND IN BLACK INK

- Detach and retain the Terms and Condition of Sale
- Return completed form to

BiGDUG Limited, Riga Wharf, Bristol Road, Gloucester GL2 5DH or creditcontrol@bigdug.co.uk



PLEASE ALLOW 14 DAYS FOR APPLICATION TO BE PROCESSED

BiGDUG OFFICE USE ONLY

URN:

YOUR BUSINESS DETAILS

Name:

Trading Name:

Tel No:

Accounts Contact Name:

Tel No:

Job Title:

Accounts Email:

Purchasing Contact Name:

Tel No:

Purchasing Email:

Building Name/Number:

Street:

Town:

County:

Postcode:

Email:

Website:

Company Registration No.:

VAT Registration No.:

Previous Address: (if less than 2 years at present address)

Postcode:

Have any of the Directors/Partners or Sole Trader been subject of bankruptcy or IVA or had any CCJs registered against them?

Yes

No

If a Director, have you been involved in a business which went into liquidation / receivership / administration or CVA?

Yes

No

How long have you been established?

Years:

Months:

CREDIT LIMIT REQUIRED

Credit Limit:

DELIVERY ADDRESSES - IF MORE THAN 2 PLEASE LIST ON A SEPARATE PAGE

Name:

Name:

Address:

Address:

Tel No:

Tel No:

Email:

Email:

DATA PROTECTION

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. In some instances we may also make a search on the personal credit file of principal directors. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention.

Respecting your Privacy: We will record your purchasing preferences and may use your information for marketing purposes.

PLEASE READ AND COMPLETE ALL SECTIONS OF THE APPLICATION BEFORE SIGNING THE SECTION BELOW

I/We make this application to open a credit account with BiGDUG Limited. I/We understand that the credit terms are that payment is due promptly at the end of the month following the date of invoice and that if granted credit, I/We agree to pay in accordance with these terms. I/We acknowledge and accept the BiGDUG Limited Terms and Conditions of Sale.

Signature of Sole Trader / Partner / Director / Applicant:

Date:

/ /

Print Name:

BiGDUG OFFICE USE ONLY

Customer credit account application :

Approved:

Declined:

Signed:

Date:

/ /

Print Name:

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Terms and Conditions for Credit Accounts

1. Credit Accounts

- 1.1 These terms and conditions apply to all credit accounts and goods supplied on credit by BiGDUG Limited ("we" or "BiGDUG") to you, the credit account customer ("you"). These terms and conditions are in addition to the terms and conditions which apply to the sale of any goods by BiGDUG which are available at www.bigdug.co.uk
- 1.2 We require payment in full in advance for all orders unless we have agreed to open a credit account for you. All credit accounts and goods provided on credit are provided at our sole discretion and subject to ongoing approval. We reserve the right to refuse credit, even to existing credit account customers, at any time.
- 1.3 Our agreement with you is not regulated by the Consumer Credit Act. We will only supply goods on credit to business, professional, not-for-profit and public sector customers. We do not supply goods on credit to consumers. By opening a credit account you agree and accept that you are not dealing with us as a consumer.

2. Information Required and Credit Checks

- 2.1 In order to open a credit account with us you will be required to provide us with the information we request in our credit account application form.
- 2.2 We reserve the right to carry out a credit reference search on you and any personal guarantors before opening the account. We may update this search at any time.
- 2.3 You agree that all information you supply in your credit account application, is true, complete and not misleading.
- 2.4 When we open your credit account we will inform you of your credit limit and we reserve the right to adjust this limit at any time for any reason and to withdraw a credit account at any time, for any reason.

3. Payment of Invoices

- 3.1 All credit balances will be payable within 30 days of the end of the month in which we submit our invoice to you. If you fail to make payment within our credit period we will immediately cancel your credit account and pursue you for the unpaid sum.
- 3.2 We will charge interest at the rate of 8% above the base lending rate of the Bank of England on any overdue sums.

4. Risk and Title

- 4.1 If you are a credit account customer then
 - 4.1.1 risk of damage to or loss of the goods shall pass to you when the goods or any part thereof are despatched for delivery to you, notwithstanding that we may arrange for delivery; and
 - 4.1.2 property in the goods shall not pass to you until we have received payment in full (in cash or cleared funds payment) for the goods and all other goods agreed to be sold by us to you for which payment is then due
 - 4.1.3 until the property in the goods passes to you, you will hold the goods as our fiduciary agent and bailee, and shall keep the goods separate from other goods and properly stored, protected and insured and identified as our property. Until that time you will be entitled to resell or use the goods in the ordinary course of your business, but shall account to us for the proceeds of sale or otherwise of the goods, including insurance proceeds, and shall keep all such proceeds separate from any other moneys or property and, in the case of tangible proceeds, property stored, protected and insured;
 - 4.1.4 until the property in the goods passes to you (and provided the goods are still in existence and have not been resold), we shall be entitled at any time to require you to deliver up the goods to us and, if you fail to do so immediately, we reserve the right to enter upon any premises where the goods are stored and repossess the goods and to dismantle the same (without being liable for any damage caused by so doing)
 - 4.1.5 You will not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain our property, but if you do so all moneys owing by you to us will forthwith become due and payable.
 - 4.1.6 You will at our request assign to us any right of action against any third party in respect of moneys due for such goods or products.

5. Default

- 5.1 We reserve the right to cancel or suspend any credit account or order and any further deliveries without liability and if the items have been delivered but not paid for the full price and any outstanding credit balances shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if you:
 - 5.1.1 commit any act of bankruptcy or enter into any liquidation (other than for the purpose of reconstruction or amalgamation);
 - 5.1.2 are subject to the appointment of an administrator, administrative receiver or liquidator;
 - 5.1.3 are unable to pay your debts as they fall due;
 - 5.1.4 have an administration order or receiving order made against you or have a receiver of all or any of your undertakings or assets appointed;
 - 5.1.5 make or negotiate for any composition or arrangement with or assignment for the benefit of your creditors;
 - 5.1.6 present a petition or have a petition presented by a creditor for your winding-up;
 - 5.1.7 call any meeting of your creditors, or make or negotiate for any composition or arrangement with or assignment for the benefit of your creditors; or
 - 5.1.8 cease to carry on business.
- 5.2 You (and each guarantor) agrees to identify (and keep indemnified) BiGDUG on demand against any costs, claims, damages, liabilities and expenses (including legal fees on a full indemnity basis) which BiGDUG may suffer or incur arising from any default whatsoever by you or any guarantor of these terms and conditions or any other terms and conditions of BiGDUG which are applicable to the sale of goods supplied pursuant to the credit account.