



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

PLEASE COMPLETE IN BLOCK CAPITALS (For any enquiries relating to this form please call 0333 335 6396)

YOUR BUSINESS DETAILS

COMPANY/TRADING NAME:

LIMITED COMPANY NAME (if different):

COMPANY ADDRESS:

POSTCODE:

TELEPHONE: MOBILE:

FAX NUMBER: EMAIL:

LENGTH OF TIME AT THIS ADDRESS: YEARS MONTHS

TYPE OF COMPANY: SOLE PROPRIETOR PARTNERSHIP LIMITED COMPANY LLP PLC

OTHER – PLEASE SPECIFY:

DESCRIPTION OF COMPANY (e.g. technician, training school):

NUMBER OF EMPLOYEES: 0-5 6-10 11+

NAME OF MAIN PURCHASER: TEL. NO:

LIMITED COMPANIES ONLY

COMPANY REGISTRATION NUMBER DATE OF INCORPORATION:

PARENT COMPANY (if applicable)

SOLE PROPRIETOR'S / PARTNER'S / DIRECTOR'S DETAILS

NAME: DATE OF BIRTH:

HOME ADDRESS:

POSTCODE TEL. NO: MOBILE NO:

PREVIOUS ADDRESS IF LIVED AT CURRENT ADDRESS FOR LESS THAN 3 YEARS:

POSTCODE

NAME 2: DATE OF BIRTH:

HOME ADDRESS:

POSTCODE TEL. NO: MOBILE NO:

PREVIOUS ADDRESS IF LIVED AT CURRENT ADDRESS FOR LESS THAN 3 YEARS:

POSTCODE

NAME 3: DATE OF BIRTH:

HOME ADDRESS:

POSTCODE TEL. NO: MOBILE NO:

PREVIOUS ADDRESS IF LIVED AT CURRENT ADDRESS FOR LESS THAN 3 YEARS:

POSTCODE

TRADE REFERENCE 1
COMPANY NAME:
COMPANY ADDRESS:
TEL. NO:
CREDIT LIMIT: £

TRADE REFERENCE 2
COMPANY NAME:
COMPANY ADDRESS:
TEL. NO:
CREDIT LIMIT: £

INVOICING
MAIN CONTACT FOR INVOICING ENQUIRIES:
TEL. NO:
EMAIL ADDRESS:
CREDIT LIMIT REQUESTED: £

PLEASE COMPLETE ALL SECTIONS AND RETURN TO: ETERNAL BEAUTY (UK) LTD, FREEPOST RTYU-LKRL-CGCH, 49-50 EAST STREET, TAUNTON, TA1 3NA

Please supply one of the following as proof of identification

- **Limited Company:** Company Letterhead
- **Sole Traders/Partnerships:** Proof of your home address, such as a bank statement, credit card statement or utility bill (less than 3 months old)

CUSTOMER DECLARATION

I/We the undersigned apply to Eternal Beauty (UK) Ltd for credit facilities and declare that the information given above is accurate. I/We agree to trade on Eternal Beauty (UK) Ltd.'s Terms and Conditions of Sale as are applicable at the date of the transaction and confirm that I/We have read the Terms and Conditions of Sale contained in this form. Eternal Beauty (UK) Ltd reserves the right to terminate this Agreement for credit forthwith without notice upon a breach by the customer of any Terms and Conditions and all amounts then outstanding will become due forthwith.

SIGNED:
NAME (PLEASE PRINT):
POSITION:
DATE

SIGNED:
NAME (PLEASE PRINT):
POSITION:
DATE:

ETERNAL BEAUTY RESPECTING YOUR PRIVACY

If you open an account we may search the files of credit reference agencies who will record the search, and we may share that information about the way in which you conduct your account with other lenders and with credit reference agencies. If you do not wish us to carry out such a search then please do not complete this form. Under the Data Protection Act, you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to correct any inaccuracies. Due to training requirements some telephone calls may be monitored.

WHAT HAPPENS NEXT?

Once your application has been processed, normally five working days, we will provide you with written confirmation of your credit limit and account number. This will confirm that your account has been activated and is ready for immediate use.

For any enquiries relating to this form, please call 0333 335 6396

TERMS & CONDITIONS OF SALE

If you are a consumer, you have certain statutory rights regarding the return of defective goods and claims in respect of losses caused by our negligence or failure to carry out our obligations. These terms shall not affect your statutory rights.

1. DEFINITIONS

- 1.1 In these terms and conditions of sale, the following meanings shall apply:
- 1.1.1 "Company Signatory" means a person authorised by Us.
- 1.1.2 "Consumer" means any natural person acting for purposes outside their trade, business or profession.
- 1.1.3 "Contract" means the contract for the supply of Goods incorporating these Terms
- 1.1.4 "Defect" means the condition and/or any attribute of the Goods and/or any other circumstances which, but for the effect of these Terms would have entitled You to damages.
- 1.1.5 "Goods" means the goods or when the context permits services to be supplied by Us.
- 1.1.6 "Terms" means the terms set out in this document and any special terms agreed in writing between a Company Signatory and You.
- 1.1.7 "We" and "Us" means Eternal Beauty (UK) Ltd Registered in England & Wales No. 8475828, trading as Eternal Beauty.
- 1.1.8 "You" means the person seeking to purchase Goods from Us.

2. THE CONTRACT

- 2.1 All orders are accepted by Us only under these Terms and they may not be altered – other than with the written agreement of a Company Signatory. Any contrary or additional terms, unless so agreed, are excluded.
- 2.2 Quotations are invitations to treat only.
- 2.3 Orders may be cancelled only with the agreement of a Company Signatory and you will indemnify Us against all costs, claims, losses or expenses incurred as a result of that cancellation.
- 2.4 It is your responsibility to be fully conversant with the nature and performance of the Goods, including any harmful or hazardous effects their use may have.
- 2.5 While We take every precaution in the preparation of our catalogues, technical circulars, price lists and other literature, these documents are for your general guidance only and statements included in these documents (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them.
- 2.6 We shall not be liable in respect of any misrepresentation made by Us, our employees or agents to You, your employees or agents as to the condition of the Goods, their fitness for any purpose or as to quantity or measurements, unless the representation is:
 - 2.6.1 made or confirmed in writing by a Company Signatory; and/or
 - 2.6.2 fraudulent.
 - 2.6.3 For the avoidance of doubt, our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by these Terms.

3. PRICE

- 3.1 The Price of the Goods shall be that prevailing at the date of order of the Goods. The price is inclusive of VAT at the prevailing rate and standard delivery
- 3.2 Prices quoted are applicable to the quantity specified and on the information provided by You at the time of order. In the event of orders being placed for lesser quantities, or if there is any change in specifications, delivery dates, or delay is caused by your instructions or lack of instructions, We shall be entitled to adjust the price of the Goods as ordered to take account of the variations.

4. PAYMENT

- 4.1 Unless the sale is for cash, or other credit terms have been agreed in writing with a Company Signatory, all accounts are due for payment on the last day of the month, following the month in which the Goods are ordered
- 4.2 Payment of your account is by Direct Debit only. On a successful application you will be emailed a Direct Debit Mandate by our provider GoCardless for completion.
- 4.3 Credit facilities may be withdrawn or reduced at any time at our sole discretion.
- 4.4 Even if We have previously agreed to give You credit, We reserve the right to refuse to execute any order or Contract if the arrangements for payment or your credit rating is not satisfactory to Us. In our discretion We may require security satisfactory to Us or payment for each consignment when it is available and before it is despatched in which case delivery will not be effected until We are in receipt of security or cleared funds as requested by Us.
- 4.5 In the case of short delivery or back ordered items, You will remain liable to pay the full invoice.
- 4.6 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim, which You may have, or allege to have, for any reason whatsoever.
- 4.7 We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due from Us to You.

5. DELIVERY

- 5.1 Delivery will be effected when the Goods leave our premises whether carried by Us or an independent carrier
- 5.2 Delivery dates are given in good faith, but are estimates only.
- 5.3 Time for delivery shall not be of the essence of the Contract.
- 5.4 For the avoidance of doubt, and without detracting from any other provisions of these Terms, We shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt of any liability to any third party) resulting from any delay in delivery of the Goods, or failure to deliver the Goods in a reasonable time – whether such delay or failure is caused by our negligence or otherwise howsoever.
- 5.5 The price agreed includes our normal delivery service (usually Royal Mail 1st Class Signed For)
- 5.6 We reserve the right to use any other carrier as we see fit.
- 5.7 If You fail to take delivery, accept the Goods or the goods are returned to us by the carrier through no fault of our own we will invoice for additional delivery charges before the goods will be re-sent.
- 5.8 While we are happy to make requests on your behalf to the carriers to leave the goods in a different location such as with a neighbour, we will cease to be responsible for the goods once they have been delivered; regardless of where they have been delivered.
- 5.9 You will indemnify Us in respect of all costs, claims, losses or expenses We may incur as a result of delivery in accordance with your instructions. This indemnity will be reduced in proportion to the extent that such costs, losses, claims or expenses are due to our negligence.

6. TITLE & RISK

- 6.1 Risk in the Goods shall pass to You when the Goods are delivered.
- 6.2 The property in the Goods shall remain with Us until You pay all sums due to Us, whether in respect of this Contract or otherwise.

7. LIABILITIES

- 7.1 Nothing in these Terms shall exclude or restrict our liability for death or personal injury resulting from our personal negligence or our liability for fraudulent misrepresentation.

- 7.2 Subject to Clause 7.1 of these Terms, We shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages, We undertake liability under Clause 7.3 below.
- 7.3 Where but for the effect of Clause 7.2 of these Terms You would have been entitled to damages against Us, We shall not be liable to pay damages but subject to the conditions set out in Clause 7.4 below shall at our sole discretion, either repair the Goods at our own expense, or supply replacement Goods free of charge or refund all (or where appropriate part) of the price of the relevant Goods.
- 7.4 We shall not be liable under Clause 7.3:
 - 7.4.1 if the Defect arises from wear and tear.
 - 7.4.2 if the Defect arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the unsuitable conditions (but this sub-clause shall not apply to any act or omission on our part).
 - 7.4.3 unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with.
 - 7.4.4 If the Goods are not manufactured by Us, or have been processed by a third party – whether or not at your request – our liability, in respect of any Defect in workmanship or materials of the Goods, will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods.
Subject to Clause 7.1 of these Terms, We shall not be under any liability for damages whatsoever or under Clause 7.3 of these Terms as the case may be except in the event of:
 - 7.4.4.1 fraudulent misrepresentation;
 - 7.4.4.2 misrepresentation where the representation was made or confirmed in writing by a Company Signatory;
 - 7.4.4.3 breach of a written warranty signed by a Company Signatory that the Goods are fit for that purpose; or
 - 7.4.4.4 a claim maintainable against Us pursuant to Clause 7.1 of these Terms.
- 7.5 You will unconditionally, fully and effectively, indemnify Us against all loss damages, costs on an indemnity basis and expenses awarded against, or incurred by Us in connection with, or paid, or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such loss, damage, costs and expenses are due to our negligence.
- 7.6 Without prejudice to any other provisions in these Terms, in any event, our total liability for any one claim, or for the total of all claims arising from any one act of default on our part howsoever arising (whether arising from our negligence or otherwise), shall not exceed the purchase price of the Goods – the subject matter of any claim.

8. NON-PAYMENT/INSOLVENCY

- 8.1 "Insolvent" means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any of your property; the appointment of a receiver or administrative receiver over all, or any part, of your property; a proposal for a voluntary arrangement or compromise between You and your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up, or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction, the presentation of a petition for your winding-up, or for an administration order in relation to You. If You suffer any analogous step or proceedings under foreign law or You are ceasing, or threatening to cease to carry on your business.
- 8.2 If You fail to pay the price for any Goods on the due date or fail to pay any sum due to Us under any Contract on the due date or You become insolvent or if You are a limited company or partnership and there is a material change in your constitution or You commit a material breach of this Contract and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable, and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):
 - 8.2.1 require payment in cleared funds in advance of further deliveries
 - 8.2.2 cancel or suspend any further deliveries to You under any Contract without liability on our part
- 8.3 If We reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal proceedings to enforce our rights as a result of your breach of this Contract – including but not limited to – recovery of any sums due, You will reimburse Us such reasonable agency costs or legal costs incurred on an indemnity basis.
- 8.4 Without prejudice if You are acting in the course of a business then in the event of late payment We reserve the right to claim compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at the prevailing rate, currently £40 for a debt less than £1000, £70 for a debt of more than £1000 but less than £10,000 and £100 for a debt in excess of £10,000.

9. GENERAL

- 9.1 This Contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.
- 9.2 We shall not be liable for any delay or failure to perform any of our obligations in relation to the Goods due to any cause beyond our reasonable control, including industrial action.
- 9.3 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same, or any other provision.
- 9.4 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.
- 9.5 We may assign novate, or subcontract all or part of this Contract and You shall be deemed to consent to any novation. This Contract is personal to You and it may not be assigned by You.
- 9.6 Nothing in this Contract is intended to, or will grant any right, to any third party to enforce any Terms of this Contract, be it express or implied.
- 9.7 Incorporation of your business: Until You are informed in writing by Us that either the status of the account has been amended to a limited company or a fresh account opened all orders will continue to be debited to the current account and You will remain responsible to Us.