

Account Application Form

Please post completed form or
email to accounts@aircongroup.co.uk

Units 102 Bridgwater Business Park
Dunball
Bridgwater
Somerset
TA6 4TB
Tel: 01278 685677
Email : accounts@aircongroup.co.uk



Completion of this form imposes no obligation to offer an account, nor on the applicant to accept such if offered. Any information given through the medium of this form, will be regarded as strictly confidential and not to be divulged to any third party without the applicant's permission.

Trading Name	<input type="text"/>
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Address	<input type="text"/>
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Telephone No.	<input type="text"/>	Email	<input type="text"/>
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Registered Names & Address If Different to above	<input type="text"/>
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Company Reg No.	<input type="text"/>	VAT No.	<input type="text"/>
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Invoice Address If Different to above	<input type="text"/>
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Telephone No.	<input type="text"/>	Email	<input type="text"/>
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Nature Of Business	<input type="text"/>
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Name & Email for for Accounts Payable	<input type="text"/>
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Partners / Directors Names			
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Surname	<input type="text"/>	Forenames	<input type="text"/>	Position	<input type="text"/>
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Surname	<input type="text"/>	Forenames	<input type="text"/>	Position	<input type="text"/>
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Surname	<input type="text"/>	Forenames	<input type="text"/>	Position	<input type="text"/>
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Bankers Name & Address	
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Sort No :	
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Account No :	
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Trade References - Please list below the names and addresses of three trade references, at least one of which must be a a major supplier. Please confirm with the supplier that they are willing to submit references prior to returning the form:

Company:		Contact Name:	
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Telephone:		Email:	
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Address:	
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Company:		Contact Name:	
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Telephone:		Email:	
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Address:	
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Company:		Contact Name:	
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Telephone:		Email:	
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Address:	
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Declaration: I / We have read and accept the aforementioned terms and conditions.

Authorised Signature		Date:	
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Print Name:		Position:	
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Terms & Conditions

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery date" means the date specified by the Seller when the goods are to be delivered.
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller.
- 1.5 "Price" means the price for the goods excluding carriage, packing, insurance and VAT.
- 1.6 "Seller" means all Subsidiaries wholly or partially owned by ACG Ltd

2. Conditions Applicable

- 2.1 These conditions shall apply to all Contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation or order or similar document.
- 2.2 All orders for goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these conditions. 2.3 Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- 2.4 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall not be applicable unless agreed in writing by the seller.

3. Price and Payment

- 3.1 The price shall be the Seller's quoted price which shall be binding upon the sale providing that the Buyer shall accept the Seller's quotation within 30 days. The price is exclusive of VAT which should be due at the rate ruling on the date of VAT invoice.
- 3.2 Payment of the price and VAT should be due within 30 days of the date of the invoice. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- 3.4 The Seller may by giving notice to the Buyer at any time up to 7 days before delivery increase the price of the goods to reflect any increase in the cost to the Seller which is due to factors occurring after the making of the Contract of Sale which are beyond the reasonable control of the Seller (including without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs). Provided that the Buyer may cancel this Contract within 7 days of any such notice from the Seller. The price is exclusive of VAT which should be due at the rate ruling on the date of the VAT invoice.

4. The Goods

- 4.1 The goods shall be manufactured and supplied in accordance with the description contained in the Seller's specification and manufactured in accordance with all applicable British standards which relate specifically to the goods.
- 4.2 The Seller may from time to time make changes in the specification of the goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for the purpose of the goods. 4.3 The Buyer shall take delivery of the goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that ____
 - 4.3.1 Such discrepancy in quantity shall not exceed 5%
 - 4.3.2 The price shall be adjusted pro rata to the discrepancy
- 4.4 The Buyer shall inspect the goods on delivery and shall within three days of delivery notify the Seller of any alleged defects, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford the Seller an opportunity to inspect the goods within a reasonable time following delivery and before any use is made of them. If the Buyer should fail to comply with these provisions the goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the goods and the Buyer shall be deemed to have accepted the goods.
- 4.5 The Buyer shall notify the Seller of any non-delivery of a whole consignment within 14 days of the date of despatch (as stated on the invoice). Notwithstanding the receipt by the Seller of any such Notice a clear signature on a carrier's delivery advice sheet shall be deemed simply by receipt of the quantity of goods indicated on the advice sheet.
- 4.6 If the goods are not in accordance with the Contract for any reason the Buyer's sole remedy shall be limited to the Seller making good any shortage by replacing the goods or if the Seller shall elect, by refunding a proportion of part of the price.

5. Warranties and Liabilities

- 5.1 The Seller warrants that the goods will at the time of delivery correspond to the description given by the Seller.
- 5.2 All terms, conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise (other than those express warranties set out in the current edition of the Seller's specification) relating to the quality and/or fitness for the purpose of the goods or any of the goods are excluded.
- 5.3 In the event of any breach of this Contract by the Seller the Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer. In the event of such breach the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.
- 5.4 All warranties and conditions whether implied by statute or otherwise are excluded from this Contract. Providing that nothing in this Contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a Buyer dealing as a consumer.

6. Delivery of the Goods

- 6.1 Delivery of the goods shall be made to the buyer's address on the delivery date. The buyer should make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.
- 6.2 The Seller may deliver the goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of this Contract of Sale.
- 6.3 The failure of the buyer to pay for any one or more of the said installments of the goods on the due date shall entitle the Seller (at the sole option of the Seller)
 - 6.3.1 without notice to suspend further deliveries of the goods pending payment by the Buyer and/or
 - 6.3.2 to treat this Contract as repudiated by the Buyer.
- 6.4 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the goods (or any of them) promptly or at all.
- 6.5 Notwithstanding that the Seller may have delayed or failed to deliver the goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the

7. Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject the goods which are not in accordance with the Contract.
- 7.3 If the Buyer properly rejects any of the goods which are not in accordance with the Contract the Buyer shall nonetheless pay the full price for such goods unless the Buyer promptly gives notice of rejection to the Seller and at the Buyer's cost return such goods to the Seller before the date when payment of the price is due.
- 7.4 No goods delivered to the Buyer which are in accordance with the Contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller.
- 7.5 If the Seller agrees to accept any such goods for return the Buyer shall be liable to pay a handling charge of 10% of the invoice price. Such goods must be returned by the Buyer carriage paid to the Seller in their original shipping cartons. 7.6 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have.

8. Title and Risk

- 8.1 The goods shall be at the Buyer's risk as from delivery.
- 8.2 In spite of delivery having been made property in the goods shall not pass from the Seller until
 - 8.2.1 the buyer shall have paid the price plus VAT in full, and
 - 8.2.2 no other sums whatever shall be due from the Buyer to the Seller.
- 8.3 Until property in the goods passes to the Buyer in accordance with Clause 8.2 the Buyer shall hold the goods and each of them on a fiduciary basis as Bailee for the Seller. The Buyer shall store the goods at no cost to the Seller (separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property).
- 8.4 Notwithstanding that the goods (or any of them) remain the property of the Seller the Buyer may sell or use the goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the goods passes from the Seller the entire proceeds of sale or otherwise of the goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 8.5 The Seller shall be entitled to recover the price (plus VAT) notwithstanding that the property in any of the goods has not passed from the Seller.
- 8.6 Until such time as property in the goods passes from the Seller the Buyer shall upon request deliver up such of the goods as have not ceased to be in existence or re-sold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the goods are situated and re-possess the goods. On the making of such requests the rights of the Buyer under Clause 8.4 shall cease.
- 8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness of any of the goods which are the property of the Seller. Without prejudice to the other rights of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due any payable.
- 8.8 The Buyer shall insure and keep insured the goods to the full price against all risks to the reasonable satisfaction of the Seller until the date that property in the goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8.9 The Buyer shall promptly deliver the prescribed particulars of his Contract to the Registrar in accordance with the Companies Act 1985 part XII as amended. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

9. Refrigerant Cylinders

- 9.1 The cylinders always remain the property of the Seller and title shall not pass from the Seller to the Buyer.
- 9.2 The Buyer shall hold the cylinders on a fiduciary basis as Bailee for the Seller. The Buyer shall store the cylinders at no cost to the Seller (separately from all other cylinders in its possession and marked in such a way that they are clearly identified as the Seller's property).
- 9.3 The Buyer shall insure and keep insured the cylinders to the full price against all risk to the reasonable satisfaction of the Seller.
- 9.4 All cylinders when empty shall be returned in good condition by the Buyer to the Seller, carriage paid and in their original shipping cartons.
- 9.5 The Seller will only be deemed to have accepted the return of the cylinders by acceptance of a record compiled by the Buyer of the cylinder numbers on the return cylinders which accords with the Seller's original delivery notes. In the case of dispute this memorandum will be deemed to record the return of the cylinders.
- 9.6 The Buyer shall be liable to the Seller for all consequential loss, damage and expense caused by damage to or loss of the cylinders caused howsoever including force majeure.
- 9.7 Any residual gas remaining in the cylinder upon return will become the property of the Seller upon delivery.
- 9.8 Cylinders will be issued on a rent free basis for the first three months. Thereafter a monthly rental charge will be applied on the Seller's standard charge as amended from time to time. A copy of the current charges will be supplied to the Buyer by the Seller upon request.
- 9.9 The Seller reserves the right to deem the cylinder as lost if not returned within 6 months from date of supply. In these circumstances a "Lost Cylinder Charge" will apply. A copy of the current charges will be supplied by the Seller upon request.

10. Industrial Gas Cylinders

- 10.1 The Industrial Gas cylinders always remain the property of the Seller and title shall not pass from the Seller to the Buyer.
- 10.2 The Buyer shall hold the cylinders on a fiduciary basis as Bailee for the Seller. The Buyer shall store the cylinders at no cost to the Seller (separately from all other cylinders in its possession and marked in such a way that they are clearly identified as the Seller's property).
- 10.3 The Buyer shall insure and keep insured the cylinders to the full price against all risk to the reasonable satisfaction of the Seller.
- 10.4 All cylinders when empty shall be returned in good condition by the Buyer to the Seller, carriage paid and in their original shipping cartons.
- 10.5 The Seller will only be deemed to have accepted the return of the cylinders by acceptance of a record compiled by the Buyer of the cylinder numbers on the return cylinders which accords with the Seller's original delivery notes. In the case of dispute this memorandum will be deemed to record the return of the cylinders.
- 10.6 The Buyer shall be liable to the Seller for all consequential loss, damage and expense caused by damage to or loss of the cylinders caused howsoever including force majeure.
- 10.7 Any residual gas remaining in the cylinder upon return will become the property of the Seller upon delivery.
- 10.8 Industrial Gas Cylinders will be issued on a rent free basis for the first three months. Thereafter a monthly rental charge will be applied on the Seller's standard charge as amended from time to time. A copy of the current charges will be supplied to the Buyer by the Seller upon request.
- 10.9 Industrial Gas Cylinders will be issued on a Deposit basis. This Deposit will be credited to the Buyer's account upon satisfactory return of the Cylinder to the Seller. A copy of the current charges will be supplied to the Buyer by the Seller upon request.
- 10.10 The Seller reserves the right to deem the cylinder as lost if not returned within 6 months from date of supply. In these circumstances a "Lost Cylinder Charge" will apply. A copy of the current charges will be supplied by the Seller upon request.

11. Severance

Any provision of this Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

12. Waiver

No waiver or forbearance by the Seller (whether expressed or implied) in enforcing any of its rights under this Contract shall prejudice its right to do so in the future.

13. Insolvency

If the Buyer fails to make payment for the goods in accordance with its Contract of Sale or commits any other breach of its Contract of Sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangements with its creditors or if any Petition is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a Limited Company any resolution or Petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a Receiver, Administrative Receiver or Manager shall be appointed over the whole or any part of the Buyer's business or assets or if any Petition for the appointment of any Administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods shall become payable immediately. The Seller may in its absolute discretion without prejudice to any other rights which it may have i. suspend all future deliveries of goods to the Buyer and/or terminate the Contract without liability on its part, and/or ii. exercise any of the rights pursuant to Clause 8.

14. Proper Law of Contract

- 14.1 This Contract is subject to the Law of England and Wales.
- 14.2 All disputes arising out of this Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

15. Force Majeure Notwithstanding any other provision of the conditions the seller shall not be liable in any way for loss or damage resulting from the failure to supply any of the goods, for any delay or defect in the supply of any of the goods caused by force majeure or strike, lockout, industrial action, accident, fire, scarcity of materials or labour or any other cause not within the Seller's direct control.