



## Account Application Form

Please complete, save and then email to: sales@trustuc.co.uk

### Company Details

Application Date

Trading Name					
Address					
		Post Code			
Type of Business	<input type="checkbox"/> Limited	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> PLC	<input type="text"/> Other
Phone No			email		
Web Address					
Company Reg No			VAT No		
Date Commenced Trading			Type of Premises		
MD's Name			Phone No		
Registered Name (If Different)					
Registered Address (If Different)				Post Code	
Sole Trader or Partner-1 Director Name			Partner-2 Director Name		
Home Address			Home Address		
Post Code			Post Code		
Home Phone No			Home Phone No		

### Bank Details

Bank Name			Years with Bank		
Branch Address				Post Code	
Account Number			Sort Code		
Phone No			email		

### Trade References

Reference-1 Compant Name			Reference-2 Compant Name		
Contact			Contact		
Phone No			Phone No		
email			email		

### Accountants Details

Accountants Trading Name			Phone No		
Contact			email		
Date of your Year End			Payment With Order (C/Card)		
			Requested Credit Limit		

## Main Contact Details

Please also select below who needs to be contacted with updates by indicating in the boxes headed Sales, Technical & Accounts.

Accounts Contact Name	<input type="text"/>	Phone No	<input type="text"/>	email	<input type="text"/>
Purchasing Contact Name	<input type="text"/>	Phone No	<input type="text"/>	email	<input type="text"/>
Sales Contact Name	<input type="text"/>	Phone No	<input type="text"/>	email	<input type="text"/>

## Data Protection Policy

I confirm that the information detailed in this application is complete and accurate. I have read and agree to the terms and conditions.  
All personal details provided within the form will be used by Trust Distribution Limited for personal credit checks. By signing this application form you confirm that you have obtained all necessary consents of all parties (whose personal data is provided in this application form) to the processing of their data in accordance with the Data Protection Act 1998 and have informed those parties by whom and for what purposes their personal data will be used. You further consent to the processing of your own personal data in the form for the purposes set out in this form.

Signature	<input type="text"/>	Title/Position	<input type="text"/>
Print Name	<input type="text"/>	Date	<input type="text"/>

## For Trust Office Use Only

Submission Date	<input type="text"/>	Ref-1 Contact Date	<input type="text"/>	Date Ans Rcd	<input type="text"/>	Ref-2 Contact Date	<input type="text"/>	Date Ans Rcd	<input type="text"/>
Credit Rating Agency-1	<input type="text"/>	Date	<input type="text"/>	Rating	<input type="text"/>	Sugg £ Limit	<input type="text"/>		
Credit Rating Agency-2	<input type="text"/>	Date	<input type="text"/>	Rating	<input type="text"/>	Sugg £ Limit	<input type="text"/>		
Credit Limit Allocated	<input type="text"/>	Date	<input type="text"/>	Account Manager	<input type="text"/>				

## Authorisation

Signature	<input type="text"/>	Position	<input type="text"/>
Print Name	<input type="text"/>	Date	<input type="text"/>

# Trust UC Ltd

## STANDARD CONDITIONS OF CONTRACT

### 1. PRELIMINARY

#### 1.1 IN these conditions:

“the Company” means Trust UC Limited.

“the Contract” means each and every Contract between the Company and the Customer for the sale & supply of Equipment.

“the Customer” means the person, firm or company with whom the contract is made by the Company.

“the Equipment” means any equipment, machinery, parts, spares, software and any other goods sold or supplied by the Company.

“the Warranty Period” means: -

**A)** Whatever warranty is offered by the manufacturer of the sold goods.

**B)** D.O.A: Goods that arrive that are dead on arrival can be returned to the company under the company's returns procedure for credit, replacement or repair only in line with the manufacturers warranty.

**1.2 THESE** Conditions apply to all Contracts entered into by the Company to sell or supply equipment and shall prevail over any terms put forward by the Customer unless the Company expressly agrees to them in writing. No conduct by the Company shall be deemed to constitute acceptance of any terms put forward by the Customer and no concession made or latitude allowed by the Company to the Customer shall affect the strict rights of the Company under Contract.

**1.3 THESE** Conditions may only be varied with the express written agreement of the Company.

#### 1.4 IN these Conditions, the following rules apply:-

**(A)** A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);

**(B)** A reference to a party includes its personal representatives, successors or permitted assigns;

**(C)** A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provisions includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

**(D)** Clause headings shall not affect the interpretation of these Conditions;

**(E)** Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrated and shall not limit the sense of those terms; and

**(F)** A reference to writing or written includes faxes and e-mails.

### 2. PRICES

**2.1 UNLESS** otherwise specified prices payable for the Equipment are exclusive of carriage and accordingly the Company reserves the right to require payment of delivery charges, VAT and other taxes, insurance costs, customs duties, special handling charges and/or packaging charges as appropriate.

**2.2 THE** Company shall have the right at any time, upon giving the Customer reasonable notice, to revise prices to take into account increases in costs including (without limitation) costs of agreed changes in taxes, duties, levies or exchange rates or costs arising as a result of site conditions, delays, interruptions, lack of information and any other factor beyond the Company's control.

### 3. ORDERS AND DELIVERY

**3.1 NO** order shall be accepted by the Company unless first confirmed by the Customer either by email, fax, post or by telephone. All orders must carry a customer purchase order number. The order shall be deemed to be accepted and the Contract shall come into existence when the Company issues a written acceptance of the order.

**3.2 THE** Customer shall, on placing an order, state if he requires the Company to arrange carriage and if so the delivery address. Unless the Customer requests any special delivery service, the Company shall instruct a courier of its own choosing to deliver the Equipment using the courier's next day delivery service. The Customer will be responsible for complying with all reasonable conditions and requirements of the courier. Unless explicitly agreed in writing, shipments to addresses outside the UK shall be Delivered At Place (DAP) (Incoterms® 2010).

**3.3 ALL** times or dates given for delivery of the Equipment are given in good faith and shall not be of the essence of any Contract. If the Company fails to deliver the Equipment within thirty (30) days of the agreed delivery date, the Customer shall be entitled to cancel the order unless the Equipment has been specially made to the Customer's bespoke requirements and is not saleable by the Company to another customer or the Company is unable to deliver due to an act or omission of the Customer or events beyond the Company's reasonable control (as referred to in clause 14). If the Equipment has already been dispatched, the Company shall, at its own cost, arrange for collection of any such Equipment, and the Equipment shall remain at the Customer's risk until collected by the Company. Any charges incurred by the Company for the restocking of non-stock items shall be passed through to the Customer.

**3.4 THE** Company shall give the Customer notice when the Equipment is ready for delivery unless the Customer has already cancelled the order in accordance with clause 3.3. If the Customer refuses or fails to arrange collection or take delivery (as the case may be) of Equipment ordered within seven days of service of that notice then (a) the Customer will bear the risk of any loss or damage to the Equipment after expiry of that time (b) the Company shall be entitled to immediate payment in full for the Equipment which is the subject of the order and (c) the Company may request the Customer in addition to the invoice price to pay the costs of storage and any additional costs incurred as a result of such refusal or failure. The Company shall not be liable to the Customer for any loss or damage to the Equipment caused by their storage.

**3.5 THE** Company may make and the Customer shall accept part deliveries of Equipment under the Contract. Each delivery shall be considered to be the subject of a separate Contract and failure by the Company to make any one or more deliveries in accordance with the Contract or any claim by the Customer in respect of any one or more deliveries shall not entitle the Customer to treat the Contract as a whole repudiated.

### 4 ACCEPTANCE

**4.1 SUBJECT** to clause 3.3, the Customer will accept the Equipment even if it is delivered late and late delivery will not entitle the Customer to terminate the Contract.

**4.2 THE** Customer shall inspect the Equipment as soon after delivery as is reasonably practicable and will notify the Company in writing of any shortage of supply deficiency or damage to the Equipment within five days of delivery. If the Customer fails to comply with this clause the Company shall be under no legal obligation in respect of any alleged shortage discrepancy or damage.

### 5 RISK

If the Company arranges carriage of the Equipment in accordance with clause 3.2, the risk in the Equipment shall pass to the Customer upon delivery at the agreed delivery address.

### 6 PAYMENT

**6.1 IF** Credit terms have been agreed in writing by the Company, payment shall be made in full without any deduction or set-off within thirty days of the invoice unless otherwise agreed in writing by the Company.

**6.2 IF** credit terms have not been agreed by the Company then payment shall be made in full without any deduction or set-off at the time of placing the order for the Equipment.

**6.3 IF** the Customer shall make or offer to make any arrangement or composition with his creditors, or commit any act of bankruptcy, or if any bankruptcy petition be presented against him, or (if the Customer is a Limited Company) if any resolution or petition to wind up such company shall be passed or presented, or if a receiver or administrator or administrative receiver of the whole or any part of such company's undertaking property or assets shall be appointed then if delivery of the Equipment has been effected, the invoice shall immediately become due and payable by the Customer; if delivery has not been so effected then the Company may, at its option, cancel the Contract or cancel or suspend delivery.

**6.4 IF** the Customer fails to pay on time any amount that is properly due and payable, the Company shall be entitled to suspend delivery of any outstanding deliveries or future orders.

**6.5 INTEREST** shall be payable on overdue accounts at the rate of two percent per month or part thereof on the amount for the time being outstanding from the due date of payment thereof until receipt by the Company whether before or after judgement.

**6.6 IF** the Customer pays by credit card, the Company shall have the right to recover any applicable credit card charges from the Customer, in addition to the price of the Equipment.

**6.7 IF** any payment of an invoice by the Customer shall be returned unpaid by the Customer's bank or if any agreed standing order or direct debit arrangement shall fail to be paid then the Customer shall, in addition to all other sums payable under the Contract, pay to the Company the sum of £20 for each such event or such greater sum as shall represent the cost incurred by the Company by reason of such dishonour or failure as aforesaid.

### 7 RETENTION OF TITLE

**7.1 NOTWITHSTANDING** delivery and the passing of risk in the Equipment or any other provision of these Conditions, the title in the Equipment shall not pass to the Customer until the Company has received in full any and all sums due to the Company under the Contract, in accordance with clause 6.

**7.2 UNTIL** title passes to the Customer under clause 7.1 the following shall apply:

**(A)** The Customer shall store the same in such a way that it can be identified as the Company's property and keep it separate from the Customers own property and the property of any other person.

**(B)** If payment has become due, or the provisions of clause 6.3 shall apply, the Company shall be entitled to recover the Equipment from the Customer and for that purpose the Customer hereby grants to the Company, its agents and employees, an irrevocable licence to enter any premises where the Equipment is stored in order to repossess the same.

**(C)** The Customer may in the normal course of business (but not otherwise) sell the Equipment, in which case it shall sell as principal and not as the Company's agent, and such right of resale shall cease immediately if any of the provisions of clause 6.3 apply.

**(D)** Each of the foregoing sub-clauses constitutes an entirely independent provision and shall be interpreted separately from the remainder.

### 8 SPECIFICATION AND PERFORMANCE

**8.1 ALL** drawings specification and technical documents issued by the Company at any time in relation to the Contract are issued solely for the Customer's and its end user's use in connection with the Equipment and shall not be copied, reproduced or communicated to any third party without the Company's express written agreement.

**8.2 EQUIPMENT** must be operated in line with the manufacturers stated environmental parameters as to temperature, humidity and other conditions.

### 9 WARRANTY

**9.1 THE** Company will make good by repair or exchange (at its option) such of the Equipment or part thereof which is shown to its reasonable satisfaction to be proved defective in materials or workmanship during the warranty period on the following terms:

**(A)** Any Equipment which is D.O.A must be notified to the Company in writing as soon as practicable and in any event no later than five days after delivery.

**(B)** Any defect in or failure of the Equipment not D.O.A must be notified to the Company in writing as soon as practicable in any event and within the applicable warranty period.

**(C)** In respect of any defective Equipment which is not D.O.A:

**(i)** the warranty period will be the manufacturer's warranty period as specified in the Company's catalogue; and  
**(ii)** the Equipment must be unmodified, have been properly used under normal working conditions and have been properly installed and maintained.

**(D)** Before returning the Equipment or any part thereof the Customer must obtain a return authorisation number from the Company and details of the Company's returns procedure, which must be fully complied with.

**(E)** The Equipment or part to be returned must be delivered to the Company's premises in its original packaging, together with supporting documentation showing full description of the alleged fault and quoting the relevant returns number. In the event that the customer fails to comply with this requirement then the Company will be entitled to a charge of 15% handling fee upon authorised return of the Equipment.

**(F)** All delivery charges for carriage to and from the Company's premises must be paid for by the Customer except where the Equipment is found to be defective upon delivery and is returned in accordance with the warranty provisions in this clause 9.1 and the Company's returns procedure is complied with.

**(G)** Where parts only are returned, the Company shall not be responsible for installing any such part after repair or exchange.

**(H)** If it so elects, the Company may require the Customer to return the Equipment or part, direct to the manufacturer for repair or exchange, in which case such repair or exchange on the part of the manufacturer shall satisfy the Company's obligations under this clause 9.

**(I)** The warranty provided at this clause 9.1 shall only apply to any replacement Equipment or parts thereof supplied by the Company under this warranty for the balance of the warranty period applicable to the Equipment sold.

**9.2 THE** Company gives no undertaking or warranty that the Equipment is fit for any particular purpose and the Customer must rely entirely on his own skill and judgement in evaluating the suitability of the Equipment for his purpose.

**9.3 SUBJECT** to the foregoing all conditions, terms and representations, express or implied by statute, common law, custom or usage in relation to the Equipment are hereby excluded.

### 10 LIMITATION OF LIABILITY

**10.1 NOTHING** in these Conditions shall limit or exclude the Company's liability to the Customer for:

**(A)** death or personal injury caused by its negligence; or

**(B)** fraud or fraudulent misstatement; or

**(C)** breach of any of the undertakings as to the title implied into the Contract by S.12 of the Sales of Goods Act 1979; or

**(D)** any matter for which it would be illegal for it to exclude or to attempt to exclude its liability.

**10.2 SUBJECT** to clause 10.1, the Company shall in no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise):

**(A)** pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated earnings or savings or like loss; or

**(B)** any special, indirect or consequential losses.

**10.3 SUBJECT** to clauses 10.1 and 10.2, the Company's total liability to the Customer arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, shall in no circumstances exceed the Contract value or, if greater, £50,000 (fifty thousand pounds).

### 11 REPRESENTATION

**THE** Company shall incur no liability to the Customer for misrepresentations by virtue of any statement made by or on behalf of the Company prior to the Contract whether orally or in any letter document or sales literature and the Customer shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

### 12 RETURNS

**12.1 THE** Company shall be under no obligation to agree to cancellation of an order or to accept return of any Equipment other than as provided in clause 3.3 or clause 9. If the Company agrees to cancellation of an order or to accept return of Equipment other than pursuant to clause 3.3 or clause 9, then it shall only do so on terms that (a) if the Equipment is a non-stock item (for example when it is bespoke to the Customer's requirements), the Company is able to return the Equipment to the manufacturer (b) the Customer shall pay a sum in respect of the costs so incurred by the Company including any charges levied by the manufacturer in respect of the returned goods (c) the Customer shall obtain a returns authorisation number from the Company and comply with the Company's returns procedure and (d) the Equipment must be delivered to the Company's premises unopened in its original packaging and in brand new condition, at the Customer's risk.

### 13 TELECOMMUNICATIONS EQUIPMENT

**13.1 WHEN** the Equipment supplied by the Company is to be used in conjunction with British Telecom, or other Network providers lines or apparatus, then the following additional conditions shall apply:

**(A)** British Telecom or other Network Providers shall have the right to require modifications to be carried out to Equipment, which is already installed, and in use. Any modifications required will be carried out at the Customer's expense.

**(B)** In no event shall the Company be liable for damage, loss or injury to British Telecom or other Network Providers equipment or their personnel in connection with, or arising from the Customer's act of neglect.

### 14 FORCE MAJEURE

**THE** Company shall not be liable for any delay or failure in performance of its obligations under the Contract which is due to, or results from, any circumstances beyond its reasonable control including, but not limited to, delays or faults of suppliers (unless such delay or failure is due to an act or omission of the Company), or the defaults of any sub-contractor, war, strike, lock-out, trade dispute, flood, accident to plant or machinery, shortage of materials or labour. In any such event, the Company shall be entitled to delay or cancel delivery of the Equipment. If due to any such event the Company has insufficient stocks to meet all its commitments, the Company may apportion available stocks between its Customers at its sole discretion.

### 15 GENERAL

**15.1 IF** any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**15.2 ALL** notices hereunder shall be in writing and shall be given by hand or sent by prepaid first class post, facsimile or e-mail to the party concerned at its last known address. Notices sent by first class post shall be deemed (in the absence of earlier receipt) to have been delivered forty-eight hours after despatch and notices sent by facsimile or e-mail shall be deemed to have been delivered on the first working day following the date of their despatch.

**15.3 THE** Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

**15.4 NO** partnership: Nothing in the Contract is intended to, or shall be deemed to, establish a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**15.5 THIRD** parties: A person who is not a party to the Contract shall not have any rights to enforce its terms.

**15.6 WAIVER:** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Company in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**15.7 GOVERNING** law and jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

*As proprietor of the above company I/we agree to purchase and pay for any goods in accordance with the trading terms and conditions of Trust UC Ltd. It is also agreed that goods ordered on account remain the property of Trust UC Ltd until paid for in full.*