

CUSTOMER NEW ACCOUNT / CREDIT APPLICATION FORM

Units 3 & 4, 90 Lagan Road, Dublin Industrial Estate, Dublin 11, D11XC4A

Tel: +353 18828651, email: accounts@atlanticofoods.ie

Please complete and return the form to the above mentioned address.



SECTION 1- COMPANY DETAILS [To be completed by the [Owner/Business Manager]

Trading Name					
Registered Name					
Company Reg No				Vat No	
Trading Address					
City				Postcode	
Telephone				Mobile	
Purchasing Contact			Accounts Contact		
Purchasing Tel			Accounts Tel		
Purchasing Email			Accounts Email		
Business Type	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Limited Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> PLC	

DELIVERY ADDRESS *(If different from trading address above)*

Full Address					
City				Postcode	
Tel/Mob		Email		@	

OWNERS/DIRECTOR'S / PARTNER'S INFORMATION

Full Name					
Date Of Birth	/ /	Country Of Origin			
Full Address					
City				Postcode	
Tel/Mob		Email		@	

Full Name					
Date Of Birth	/ /	Country Of Origin			
Full Address					
City				Postcode	
Tel/Mob		Email		@	

BUSINESS MANAGER'S INFORMATION *(In case of a PLC company)*

Full Name					
Date Of Birth	/ /	Country Of Origin			
Full Address					
City				Postcode	
Tel/Mob		Email		@	

Customer Type	BUTCHER SHOP/COFFEE & PASTRY SHOP/WHOLESALE/SHOPS/CONVENIENCE STORES/DELI/GENERAL/HOTEL/OFF LICENSE/PUB & BAR/RESTAURANT/
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MODE OF PAYMENT *(please tick the desired payment mode)*

Card	Over the phone at the time of delivery / with the driver.	
Bacs	Before delivery <i>(deliveries will not be left without confirmation of payment)</i>	
Credit	Please fill in the credit application in section 2	

SECTION 2 - CREDIT APPLICATION

TRADE REFERENCE (Please list two trade suppliers with whom you are currently trading)

Reference 1		Reference 2	
Name		Name	
Address		Address	
	Postcode		Postcode
Contact		Contact	
Telephone		Telephone	
Email		Email	

CREDIT DETAILS

Anticipated amount of credit required			
Payment Mode (Please tick one)	<input type="checkbox"/>	Bacs	<input type="checkbox"/>
	<input type="checkbox"/>	Card	<input type="checkbox"/>
<i>Note: We will make a search with a Credit Reference Agency, which will keep a record of that search and will share the information with other businesses. In some instances, we may also search on the personal credit file of the principal Director.</i>			
<i>Note: Filling up this form does not guarantee credit applied. The clients will be informed once credit has been approved.</i>			

For office Use Only			
Checked By		Date	
Credit Approved By		Credit limit	
Payment in Days		Account No	
Route			
Contact Date			
Sales Representative			

Declaration by applicant:

I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment of your invoices is not made by due date for payment, it may result in the matter being referred to a specialist service for recovery of the invoice debt; if so, we agree to indemnify you against the costs you incur pursuing the debt including applicable fees, any commission and all reasonable incidental costs of recovering the debt and interest as applicable.

I declare that the above mentioned information is true and I undertake that if an account is arranged, to pay you in full in accordance with the payment terms of purchase agreed.

Name _____ Date: ____/____/____

Position _____ Signed _____

Please following payment terms as agreed. Any delays in payments have to be reported to accounts@atlanticofoods.ie or +353 18828651. Please note all our trade is credit insured & any discrepancy will have to be reported to our insurance.

Documentation needed:

- Copy of Certificate of registration – if applicable
- Copy of Owners Identification, i.e. Passport, ID, etc.
- Proof of address of company and owner, utility Bill, Electricity bill, etc.
- A personal guarantee may need to be signed by clients who apply for credit.

Terms and Conditions (CLIENT COPY)

Definitions

- 1.1 "The Buyer" means the person/organization/company that buys or agrees to buy the goods from the Seller.
- 1.2 "The Seller" means ATLANTICO FOODS & DRINKS LTD of Units 3 & 4, 90 Lagan Road, Dublin Industrial Estate, Dublin 11, D11XC4A.
- 1.3 "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.
- 1.4 "Delivery Date" means the date specified by the Seller when the goods are to be delivered or collected by the Buyer.
- 1.5 "Goods" means the articles, which the Buyer agrees to buy from the Seller.
- 1.6 "Price" means the price for the Goods but excludes carriage charges, packing, insurance and VAT.

2 Application of Conditions

- 2.1 All estimates and/or quotations for services and/or goods supplied by the Seller are subject to these Conditions and no variation will apply unless agreed in writing by Director of the Seller.
- 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 or collection of Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

3 Prices

- 3.1 All prices are subject to VAT at the rate applicable at the date of the invoice.
- 3.2 The price of the Goods shall be the price stipulated in the Seller's published price list, current at the date of delivery/collection of the Goods. The Seller reserves the right to alter prices without prior notice and the new prices will be advised to the Buyer at the time placing the order.

4 Payment and settlement terms

- 4.1 The Seller shall not be bound to deliver or allow collection of the Goods until the Buyer has paid for them. Payment shall be due before delivery/collection and time for payment shall be of essence.
- 4.2 Notwithstanding the provisions of clause 4.1 above, provided the Buyer holds an account with the Seller, full payment shall be due 14 days after Goods have been delivered/collected.
- 4.3 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights, the Seller may:
- suspend or cancel deliveries/collections of any Goods due to the Buyer,
 - appropriate any payment made by the Buyer to such of the Goods or Goods supplied under any other contract with the Buyer, as the Seller may in its sole discretion think fit.
- 4.4 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 8% above Bank of England base rate from time to time in force and shall continue to accrue at such a rate after as well as before any judgment.
- 4.5 The Seller reserves the right to charge at cost, any and all third party costs incurred by the Seller in the recovery, or attempted recovery of any unpaid invoices.

5 Goods

- 5.1 No order will be accepted with an overall value of less than €250.00 excluding VAT.
- 5.2 The Seller warrants that the Goods will at the time of delivery/collection correspond to the description provided by the Seller.

- 5.3 All Goods are only warranted for a period of 72 hours from the date of delivery/collection and will not be accepted back for credit after this period under any circumstances.

- 5.4 The Seller will replace any Goods proven faulty upon delivery/collection. All such claims must be made by telephone and confirmed in writing or by fax within 24 hours, or no claim will be entertained.

- 5.5 If upon receipt of Goods the Buyer should find any discrepancy in comparison to the order, the Buyer must notify of the discrepancy, firstly to the driver and then the Seller by telephone and confirmed in writing or by fax within 24 hours.

- 5.6 Goods delivered to the Buyer, which are in accordance with the contract, will not be accepted for refund or return.

6 Retention of Title and Risk

- 6.1 All Goods sold by the Seller shall be and remain the property of the Seller until the purchase price and any other payments due are paid in full and in addition all Goods shall remain the property of the Seller until all sums are paid in full irrespective of any subsequent sale to any third party and irrespective of the appointment of any receiver or liquidator.

- 6.2 Until the title in the Goods passes to the Buyer in accordance with clause 6.1, the Buyer shall hold the Goods and each of them on a fiduciary basis as a bailee for the Seller. The Buyer shall store the Goods, at no extra cost to the Seller, separately from all other stock in its possession and marked in such a way that they are identified as the Seller's property.

- 6.3 Until such time as the title in the Goods passes from the Seller, the Buyer shall on request deliver up such of the Goods as have not ceased to be in existence. If the Buyer fails to do so the Seller shall be entitled and the Buyer grants to the Seller a license to enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated for the purpose of removing such Goods and to remove such Goods in the event of non-payment within the Conditions specified.

- 6.4 The Buyer shall not pledge or in any way charge by way of security for any indebtedness 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 and payable.

7 Remedies

- 7.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conforms to the contract of sale.

- 7.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

- 7.3 The Seller shall not be liable to the Buyer for late/short delivery or collection of Goods.