

GENERAL CUSTOMER INFORMATION		
NAME AND BUSINESS ADDRESS      POST CODE  PHONE No.                      FAX No.  MOBILE No.  E-MAIL ADDRESS	ARE YOU A LIMITED COMPANY?                      YES/NO	
	REGISTERED OFFICE ADDRESS (Limited Companies) or PRIVATE ADDRESS (Unlimited Companies)	
	COMPANY REGISTRATION No. (Limited Companies) or VAT REGISTRATION No. (Unlimited Companies)	
HOW LONG ESTABLISHED?	NATURE OF BUSINESS	NUMBER OF EMPLOYEES
TYPE OF PREMISES (Home/Shop/Warehouse/Site Office etc.)	IF PRIVATE ADDRESS, GIVE FOLLOWING DETAILS	
	OWNER OF PREMISES	<input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTED
IF YOU ARE PART OF A GROUP OF COMPANIES, A SUBSIDIARY OR ASSOCIATED WITH ANY OTHER COMPANY, PLEASE GIVE DETAILS		
IF YOU ALREADY HAVE, OR HAVE PREVIOUSLY HELD, A TRADING ACCOUNT WITH ANY OTHER BRANCH OF THIS COMPANY, PLEASE GIVE DETAILS		
HOW MUCH CREDIT DO YOU REQUIRE? £                      PER MONTH	DO YOU REQUIRE A MONTHLY STATEMENT? YES/NO	
ADDRESS FROM WHICH THE ACCOUNT WILL BE PAID (If different from Business Address above)     POST CODE  PHONE No.                      FAX No.  MOBILE No.  E-MAIL ADDRESS  NAME OF CONTACT	ADDRESS TO WHICH INVOICES SHOULD BE SENT (If different from Business Address above)        POST CODE	
PLEASE GIVE NAMES AND ADDRESSES OF TWO TRADE REFERENCES		
NAME ADDRESS    POST CODE	NAME ADDRESS    POST CODE	

## DIRECTOR DETAILS AND AUTHORISATION

NAMES AND HOME ADDRESSES OF DIRECTORS OR PARTNERS  
(Please state if none. All directors/partners listed must sign. If at present address for less than two years, also provide previous address).

A	B	C
POSTCODE	POSTCODE	POSTCODE
DATE OF BIRTH	DATE OF BIRTH	DATE OF BIRTH
SIGNATURE	SIGNATURE	SIGNATURE

I/We apply to open a credit account with EWL Electric Ltd.

I/We understand that your 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 also acknowledge and accept the Terms of Business detailed on Page 3 of this application.

EWL Electric Ltd shall use the information in this application for credit assessment including the taking up of a bank reference or any other credit check to facilitate the opening of the credit account. The following should be noted:

- A credit check with a credit agency, including ID verification, may form part of this process and any ongoing checks undertaken whilst the credit account is maintained.
- The credit reference agency will record any checks made.
- Such credit checks may relate to any director of the company where this application is made on behalf of a limited company.

PLEASE PRINT YOUR NAME	DATE OF BIRTH	PLEASE STATE YOUR POSITION IN THE COMPANY
PLEASE SIGN HERE	DATE	

I/We, as applicant, declare that the information I/We have provided on this form is correct and complete and I/We consent to its collection, retention and utilisation by you as provided for in the Information Notice below.

## INFORMATION NOTICE

By signing this form, you acknowledge that we can use the information provided in a number of ways, for example:

- To provide quotations, sales orders and sales invoices
- Monitoring business
- Administering the credit account, including recording of conversations when taking payment and sending statements

We will collect information which is legally required but we will not collect any personal data from you that we do not need. We have Data Protection procedures in place to oversee the effective and secure processing of your personal data. All the personal data we collect, whether this is retained in paper files or on computer systems, is processed in the EU. More information on this framework can be found on our website.

If you require access to information that the Company holds on you, you must make a formal Subject Access Request to the Company. There is no charge\* for the provision of this information. The Company may withhold certain information which is exempt from the right of Subject Access. If at any point you believe the information we process on you is incorrect you can request to see this information and have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact us to have the matter investigated, by sending an email to [sar@eel.co.uk](mailto:sar@eel.co.uk).

If you are not satisfied with our response or believe we are not processing your personal data in accordance with the law you can complain to the Office of Data Protection.

\* The law allows a charge to be applied when the request is unfounded, excessive or if further copies of the information are required. The charge will be based on the administrative cost of the information provided.

## OFFICE USE ONLY

BRANCH MANAGER	DATE
COMMENTS	

## TERMS OF BUSINESS

- 1 Definitions** In these terms and conditions the following words shall have the following meanings:

"The Company" shall mean EWL ELECTRIC LIMITED;  
shall mean the person, firm or company offering to purchase goods from the Company; and  
"Customer" shall mean the articles and services the subject matter of the contract between the Company and the Customer.  
"Goods" shall mean the person, firm or company offering to purchase goods from the Company; and shall mean the articles and services the subject matter of the contract between the Company and the Customer.
- 2 General** The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Terms and Conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which such quotation is accepted, or any such order is made or purported to be made, by the Customer. Any variations will only be binding on the parties hereto if such variation is in writing and signed on behalf of the Company. Any order placed by a Customer is deemed to be upon the terms and conditions herein contained.
- 3 Settlement Terms** All items are strictly nett and due for payment by the end of the month following the date of the invoice. The Customer shall not be entitled to make any deduction whatsoever whether by reason of set-off or for any other reason.  
If payment is not made in accordance with these terms or if at any time the credit standing of the Customer has (in the opinion of the Company) been impaired, the Customer may be refused delivery of any further goods until arrangements as to payment of credit have been established to the reasonable satisfaction of the Company.
- 4 Opening Accounts** Customers desirous of opening a credit account are requested to furnish two trade and one Banker's reference. Where no credit account has been opened, cash with order will avoid delay in despatch. Consumers as defined by the Consumer Credit Act, 1995 shall be disqualified from opening such credit account.
- 5 Prices** All quotations are given at current prices, and may be subject to alteration without notice in accordance with prices ruling at the time of delivery. The Company shall be entitled to recover from the Customer by way of addition to prices such amounts which the Company may become liable to pay in respect of Value Added Tax in relation to the Goods.
- 6 Carriage** Carriage charges are those ruling as at date of despatch. Where the Goods are specially ordered from manufacturers, and a carriage charge is made by such manufacturers, the Company reserves the right to pass on this charge.
- 7 Guarantee** The Company gives no guarantee or warranty on the goods other than that given by the manufacturers concerned, but the Company shall do everything within its powers to protect the Customers' interests. The Company does not accept liability for any consequential damage arising from the Goods.
- 8 Delivery and Passing of Title** Whilst the Company shall always do its best to meet delivery time quoted it can accept no liability for failure to do so. Title to any goods supplied by the Company shall not pass to the Customer until such time as payment in full has been received from the Customer for the goods supplied and also for any other Goods which have been supplied by the Company to the Customer and which remain unpaid for, but the risk in the goods passes to the Customer on delivery. The Company shall have full legal and beneficial ownership in any new product into which the goods are converted or which results from the use of the goods with any other goods. In the event of the appointment of a Liquidator or Receiver to the Customer the Company shall have the right to repossess the goods and the Customer hereby grants the Company an irrevocable license to enter upon any premises to effect such repossession.
- 9 Manufacturers' Terms** All the terms and conditions are general, but manufacturers' terms of business will apply where they differ in any respect and acceptance of the goods constitutes an acceptance of such terms and conditions. In the case where the Goods have been specially made for a specific Customer's order, such order cannot be cancelled without the Company's written sanction.
- 10 Returns:** Goods correctly supplied may not be returned without the Company's agreement in writing. Goods so returned must be consigned carriage paid and accompanied by a Packing Note stating the Company's Delivery Note number. In some instances a re-stocking charge may be made. Goods will be accepted only if returned in perfect condition and in unopened and perfect packaging.
- 11 Packaging and Transit:** Boxes and cases that have been charged will be credited in full if returned in good condition carriage paid, within 14 days from the date of invoice.  
Cable drums are charged in accordance with makers' drum schedules. Goods received damaged should be signed for as "Damaged".  
Once the goods have been delivered by the Company to the Customer at the Customer's premises, it shall be the duty of the Customer to insure same against loss or damage and notwithstanding the fact that Title in the said goods shall not pass until all sums have been paid by the Customer to the Company in accordance with condition 8 above the Company shall not be liable for any damage which shall occur to the said goods once they have been delivered to the Customer's premises.
- 10 Orders** Written confirmation of telephone orders should be clearly marked as such, otherwise the Company cannot be responsible should the order be duplicated.  
The Company reserves the right to refuse any order placed or to refuse cancellation of any order or to suspend delivery of any order from time to time if any account is in arrears.
- 11 Waiver** A waiver by the Company of any terms or condition shall not constitute a general waiver of such term or condition.
- 12 Notice of Non-delivery, Shortage or Damaged Goods** The company must be notified in writing of any shortages in or damaged goods delivered within 7 days of delivery and no responsibility whatsoever for such shortages or damaged goods will be accepted by the Company in the event of failure by the Customer to notify the Company of same within the said period of 7 days. Goods damaged in transit should not be accepted from the carrier and no credit will be given for or replacement made of goods accepted from a carrier in damaged condition.
- 13 Force Majeure** The Company shall not be liable for any loss or damage incurred by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Company's control, including, but not limited to, an act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions prohibitions or enactments of any kind, import or export regulations, strikes, lock-outs or trade dispute (whether involving its own employees or those of any other person) difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur, the Company may cancel or suspend delivery without incurring any liability for any loss or damage thereby occasioned.
- 14 Minimum Order** The Company reserves the right to establish minimum order levels.
- 15 Patent Rights** If the Customer uses or sells the goods supplied in such a manner as to infringe any patent rights, the Company shall not be responsible for such infringements and the Customer agrees to indemnify the Company from and against all liability arising therefrom.
- 16 Choice of Law** The contract between the Company and the Customer shall be subject to and construed in accordance with the laws of the Republic of Ireland

**BANK DETAILS**To: The Manager

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

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Sort Code:

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Account Number:

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**CUSTOMER AUTHORISATION**

I/We (Customer Name) \_\_\_\_\_

Of (Customer Address) \_\_\_\_\_

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hereby authorise you to provide a reference on me/us in response to any requests you may receive from EWL Electric Ltd at any of its branches or office, subject to payment of any related fee by the originator, without further reference to me/us.

This authority shall remain in force unless and until cancelled by me/us in writing.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

(this form should be signed by a Director/Partner/Owner or other such properly authorised person)

**COMPANY AUTHORISATION**

We confirm that this form of authority is in respect of an existing or prospective continuing trading or business relationship between us and your above named customer. We also confirm that there is or will be a continuing need for us to make status enquiries about the above named customer.

Our bankers: Ulster Bank Ireland Ltd., Walkinstown Cross, Dublin 12 can confirm the above.

For ease of reference, we shall submit a photocopy of this form as authority with each subsequent status enquiry we make.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

For and on behalf of EWL Electric Ltd.