ALF (Aquatic & Pet Distributors) - Account Application

Please complete in **black ink and block capitals** and either fax to 01234 242 499, scan and email to Sales@alfltd.co.uk, or post to Sales, ALF Ltd. Telford Way, Cambridge Road, Bedford MK42 0PQ

Name of Business

Trading Name (If Different)

Company Reg. No. (if Ltd)

Business Type: Partnership ☐ Sole Trader ☐ Limited ☐

Are you a member of OATA? Yes ☐ No ☐

Do you have a pet shop license? Yes ☐ No ☐

Are you an approved dealer of any of the following? : Laguna ☐ Fluval Sea ☐ TMC ☐

Please tick if you would like to receive copies of our current catalogue ☐ or price list. ☐

Invoice /Statement & Correspondance Address including Postcode

Opening Hours:

Delivery Address including Postcode/ Telephone /Mobile/ Fax (If different from trading address)

Opening Hours:

Name of Accounts Contact

Accounts Tel. No.

VAT Number

Credit Required (If none write COD) £

Bank Details

Branch

Account No.

Sort Code

Telephone

Fax

Date Co. Started Trading

Number of employees

Email Address

Website

Type of Business (Retail Outlet / Installation & Maintenance / Online)

Approx Size of Outlet

Type of Premises (Retail Outlet / Garden Centre / Warehouse)

Please select catagories of interest: Aquatic ☐ Pond ☐ Pet ☐ Reptile ☐ Gift ☐

ALF DO NOT SUPPORT ONLINE ONLY BUSINESSES

Please complete in black ink and block capitals

OFFICE

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Please give full name(s), address(es) and telephone numbers of all partners or directors.

Continue on separate sheet if necessary.

This information is required.

DOB

Please provide address details of 2 trade references including fax number and email address if known

1

2

I understand that all overdue debts will be charged at 2% monthly compound interest.

Declaration and Data Protection Notice.
I/We confirm that the information given in this Credit Account Application form is in all respects true and accurate. I/We confirm that the terms and conditions of sales and business have been read and understood, and I/we unconditionally accept these terms and conditions shall be the only ones that apply to all sale contracts which I/we conclude with you.

Data Protection Act Notice.
Words shown in italics are defined in the Data Protection Act 1988 (the Act). Where I/we provide you with personal data (data), I/we understand that the data will be held securely in confidence and processed for the purpose of carrying out your business and associated activities (activities). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated (third parties), and that such third parties may process the data.
I/We understand that under the act I/we have the right to know what data you hold on me/us if I/we apply to you in writing and pay the application fee.

Authorised Signature

Date

Print Name

Position

Please tick here if you do not wish to be included in our mailing list for special offers. ☐

Please note setting up a new account can take up to 1 week from receipt of application.
Any information not filled out may result in this taking longer.

Please complete in black ink and block capitals

OFFICE

ALF LTD
TERMS AND CONDITIONS OF SALE

1. APPLICATION OF CONDITIONS

Definitions are itemised as "the company" meaning ALF Ltd. "the purchaser" meaning the person, firm or company entering into the contract with the company. Goods and services "goods" are supplied subject to these conditions alone. By ordering goods from the seller, the buyer will be deemed to have accepted that these conditions take precedence over all other either submitted by the buyer or implied by trade custom, practise or course of dealing unless expressly agreed to in writing by the seller and signed by the company.

2. PRICES

The price includes delivery charges where the value of the buyers order is in excess of £350.00 at invoiced prices and where a delivery takes place in accordance with the companies delivery schedule, a charge of £10.00 MAY be imposed for orders with a value less than £350.00.
The seller shall make every effort to maintain prices quoted but reserves the right to amend these prices without prior notice. Goods will be invoiced at prices ruling at a date of despatch and unless otherwise stated are exclusive of vat, the purchaser will pay VAT upon the goods at the rate in force at the date of the invoice.

3. PAYMENT

Unless otherwise agreed in writing, payment in full is due in respect of goods supplied without deduction or set off.
All sums become due and payable upon the delivery of the goods unless otherwise agreed in writing by the company. Any application for a credit account must be accompanied by a bankers reference and two trade references.
Award of a credit account is entirely at the discretion of the company whose decision is final. By opening an account with us, you
unreservedly give us the right to carry out credit searches on an occassional basis to enable continuity of a credit account. When stated in writing by the company credit account are due 30 days after invoice date. The company and firm reserves the right to charge interest at 2% per month on all overdue accounts whether credit or otherwise. These terms or any revised terms as to time of payment shall be deemed to be of the essence of the contract.

4. PAYMENT COLLECTION

If facts come to our knowledge which in the light of consideration, give rise to justified doubts regarding the customers solvency, we shall be entitled to make at once payable all claims arising from our business relation, including those for which the term of payment has been extended. In such cases we shall be entitled to make any deliveries or render any services as yet outstanding only against prepayment or adequate security.

5. DELIVERY

All goods ordered will be delivered to the purchaser's address as provided by the purchaser. All dates quoted for despatch or ultimate delivery by the seller are as estimates only and are not to be the essence of the contract. Therefore the seller shall not be liable for the consequences of any delay in fulfilling the buyers order howsoever caused. The buyer shall nethereless be bound to accept the goods ordered when available. The company reserves the right to make a delivery of the goods by instalments and to render a separate invoice for each.

6. DELIVERY OF LIVESTOCK

Livestock "which encompasses all live food, fish and pet foods" are deemed to be in a resaleable condition upon despatch. Livestock must be inspected upon delivery and is either accepted or rejected. Once accepted, livestock is deemed accepted for resale. Partial acceptance upon delivery can only be performed with written agreement by the company; necessary adjustments will only then be performed. Under no circumstances, without the approval of the company can credit or replacements are made once the goods have been fully accepted and the driver has left the premises. Due to the nature of the live pet and fish foods being of a seasonal nature, numbers amounts, and weights of the goods are only issued as a guide. Actual weights and numbers hence may vary from stated weights and numbers, depending upon market conditions. The company reserves the right to alter prices, weights and measures as they see fit on a daily basis for live fish and pet foods.

7. REJECTION

Goods rejected by the buyer, as not complying with the contract must be advised within 48 hours of their receipt.

8. CLAIMS

The company shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause are not complied with and in any event will be under no liability if a complaint by telephone is not made to our Bedford office within 48 hours, and confirmed in writing within 7 days. In all cases where defects or shortages are complained of, the company shall be under no liability in respect of the same unless an opportunity to inspect the goods supplied to the purchaser before any use is made of the goods or any alteration or modification is made by the purchaser.
Subject to the above the company shall make good and shortages in the goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability, however arising from such shortage or damage. In the case of glass items these should be checked upon delivery for damage as no liability is
accepted once the delivery driver has left. Any damages should be returned with the driver immediately.

9. TITLE OF GOODS

Although goods supplied by the seller shall be at the buyers risk, immediately upon delivery the property of the goods shall not pass to the buyer until all the goods of the sellers have been paid for in full. Until such payment the buyer shall have possession of the goods as bailee for the seller and if such payment is overdue in whole or in part the seller may recover or resell any goods or property, assets or chattels and the buyer hereby grants the seller an irrevocable right and licence to enter upon its premises for such purposes. If the goods are incorporated into other goods before full payment the property in the whole of such other goods shall be transferred these other goods then can be claimed for sale by the company where the proceeds would repay any outstanding amount due. Nothing in the clause shall prejudice the seller's rights.

10. RETURNS

Should for any reason whatsoever the buyer wishes to return any goods to the seller the buyer must indicate to the sales staff items to be collected with details of discrepencies, quantities, number of items with reasons quoted for requested returns. The seller shall at our option, issue
collection instructions. All goods should be adequately packed. Every effort will be made to issue a replacement item where necessary or a credit when replacements cannot be made.
At no time shall the buyer return any goods whatsoever without the sellers prior knowledge and agreement. All goods returned which require a replacement or a credit are sent back to the relevant manufacturer for the seller to claim a replacement or credit. If for any reason the seller is unable to obtain such the seller has the absolute right to return the faulty good to the buyer and charge the buyer for the goods in question. Goods that are returned by the buyer which are not subject to warranty claims and are not deemed faulty may be subject to a restocking charge of 10%. The seller's decision is final and absolute.

11. SUITABILITY

The buyer must rely entirely on his own skill and judgement as to the suitability of all goods supplied for any particular purpose or for use under any specified conditions.

12. DEFECTS AFTER DELIVERY AND LIABILITY

It is understood by the buyer that the sellers liability in respect of defective or otherwise unmerchantable goods shall not at any time extend beyond the actual price paid for such goods the seller shall not be liable for any consequence loss of whatsoever nature, however caused, arising out of any defect in the goods or from their failure to correspond to any
description or representation or for their unsuitability for any purpose.
Any goods whatsoever purchased by the seller to supply the buyer for whom the above clause applies, liability is effectively the manufacturers of the goods and not the sellers.

13. FORCE MAJEURE

Should delivery of any goods sold be prevented or delayed by happenings or occurrences directly or indirectly due to force majeure or any circumstance whatsoever beyond the control of the seller, the company reserves the right to cancel or suspend deliveries without any liability of whatsoever nature and howsoever caused by the buyer.

14. WARRANTY

Any warranty on goods supplied by the seller to the buyer which is not of the sellers making, results in no liability whatsoever for the seller. Absolute discretion for warranties is that of the Warranty Company who issued such warranty and their decision on replacement or credit is final and absolute. The seller effectively will carry out warranty requirements only as instructed by the issuer of the said warranty. And costs incurred by the seller for the replacement is chargeable, at the discretion of the members to the buyer. Warranty claim products must be accompanied by a proof of purchase showing date purchased.

15. SPECIFICATIONS

All specifications are correct at the time of printing but the company reserve the right to alter any or all its specifications without prior notice.

16.

The contract shall be governed and construed by the law of England

17.

Headings have no effect on the interpretation of these terms and conditions and are for convenience only.