



THIS IS A 'CREDIT ACCOUNT' APPLICATION FORM
PLEASE COMPLETE & FAX BACK TO **020 7927 8420**

Account Name _____

COMPANY DETAILS:

Contact Name _____

Operating Address _____

Type of Business _____

Telephone No. _____

Email _____

PLEASE SELECT AND COMPLETE ONE OF THE FOLLOWING:

- LIMITED COMPANY Registered No. _____
- SOLE TRADER Name _____
- PARTNERSHIP Name _____ Name _____

Registered Address / Sole Trader's Address / Partner's Address _____

Other Partner's Address (if different from above) _____

HELPFUL INFORMATION ABOUT YOUR ACCOUNTS DEPARTMENT:

Anticipated Monthly Expenditure (must be completed) £ _____ per month

Account and Invoice Address (if different from above) _____

Accounts Contact Name _____

Telephone No. _____

Fax No. _____

Email _____

YOUR BANKER'S REFERENCE:

Name of Bank _____

Address _____

Bank Account No. and Sort Code _____

PLEASE PROVIDE US WITH 2 TRADE REFERENCES:

Company _____ Company _____

Contact _____ Contact _____

Email _____ Email _____

PLEASE READ AND SIGN BELOW:

I have seen and agreed to your published prices, service charges and terms of trading of which I have a copy. I request a 30 day credit account facility.

Print name _____ Position _____

Date _____ Authorised Signatory _____

TERMS AND CONDITIONS

1. Where the context so permits the following expression shall have the following meanings: (i) "The Company" means Creative Cars & Couriers of 5 Windmill Street, London W1; (ii) "The Customer" means the person requesting the Company to transport the consignment; (iii) "The Consignment" means any article or articles of any sort which may be, received by the Company from any one Consignor at any one address for carriage and delivery at any one time to any one Consignee at any one other address.
2. All business undertaken including any advice, information or service provided whether gratuitously or not by the Company is transacted subject to these conditions which shall be deemed to be incorporated into any Agreement between the Company and any customer for the carriage of goods.
3. The Company is not a common carrier and will accept goods for carriage only on these conditions.
4. No agent or person employed by the Company has any authority to alter or vary in any way these conditions unless he is authorised in writing to do so by the Company.
5. (i) Payment is due in respect of each invoice 21 days after the date of such invoice. (ii) If payment is not made in accordance with Paragraph 5(i) any outstanding amount will bear interest at the rate of £2.00 per cent per calendar month. (iii) Any invoice which remains outstanding after 30 days may result in credit facilities being withdrawn. If such action is taken then all outstanding invoices become payable on demand. (iv) As a condition of your application for a credit account with the Company we may from time to time contact a credit reference agency, who will keep a record of those searches and will share that information with other businesses, we may also make enquiries on the directors/individuals/partners/proprietors with a credit reference agency. We will also monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.
6. The Company's charges for carriage shall be payable by the customer without prejudice to the Company's rights against the Consignee or any other person.
7. Claim or counterclaim shall not be made the reason for deferring or withholding payment or money payable or liabilities incurred to the Company.
8. The Company shall have a special lien on all goods for charges on such goods and shall also have a general lien against the owner of any goods for any monies on account due from such owner to the company. If any lien is not satisfied within a reasonable time the Company may in its absolute discretion sell the goods concerned and apply the proceeds in or towards the discharge of the lien and the expenses of sale.
9. The Company may employ the services of any other Carrier for the purposes of fulfilling the Agreement. Any such other Carrier shall have the like power to sub-Contract on like terms.
10. (i) The Company refuses absolutely to accept for delivery any consignment or part thereof containing cash. (ii) Where a consignment or part thereof contains cash the Company without knowledge of the consignment's contents accepts that consignment for delivery the Company shall not on its own behalf or its servants or agents accept or be demand to accept liability for the loss or damage of that consignment.
11. Notwithstanding that the company has entered into an agreement with the customer to deliver a consignment the Company reserves the right to rescind that agreement unilaterally without payment of any damages where the Company in its absolute discretion considers the consignment to be:- (i) Too heavy, large, dangerous or in any other way too difficult to transport, or, (ii) Noxious, hazardous, inflammable or explosive.
12. Every consignment shall be addressed in such manner and accompanied by such document as the company may require but no receipt given by the Company in respect of a consignment shall be evidence of condition or the correctness of the declared nature, quantity or weight of the consignment at the time it is received by the contractor.
13. The customer must ensure that the consignment will be accepted at the relevant delivery point and an appropriate receipt therefore will be given to the Company's representative escorting such assignments, such receipt shall be conclusive evidence of delivery save where such receipt is obtained as a result of any fraud collusion or dishonesty on the part of the Company's representative.
14. The Company will make one attempt to deliver a consignment during normal working hours, i.e. between 9.00am and 5.00pm on a working day. If the consignment cannot be delivered and a receipt obtained the Company will have the option either to make a further attempt to deliver or to return the consignment to the customer at the customer's cost.
15. Whilst the company will make all reasonable effort to collect and deliver in accordance with the customer's instructions, time of delivery shall not be of the essence.
16. The Company shall not be in any case liable for: (a) Loss of a particular market (b) Indirect or consequential damages; (c) Loss or damage arising from: (i) Insufficient or improper packing addressing; (ii) Perishable, hazardous, fragile or brittle goods (iii) Riots, civil commotion, strikes, lockouts, stoppages or restraint of labour from whatever cause, whether partial or general; (iv) Failure by the consignee to take delivery within a reasonable time. (v) Act of God or extreme weather conditions; (vi) Any act or omission on the part of the customer; (vii) Failure to meet a time limit for the delivery of the consignment (viii) Seizure under legal process.
17. Subject to these conditions the liability of the Company in respect of loss or damage to goods shall in no circumstances exceed the value of the goods or where neither the customer nor the consignee is the owner thereof then the liability or such customer or such consignee to the owner (which ever the less) and shall in any case be limited to payment by the company on its own behalf and on behalf of its servants and agents by way of damages to a sum not exceeding £2,000 in respect of damage caused to the customer in the case of any one consignment and to a maximum of £10,000 in respect of all or any damage caused to the customer during anyone calendar year. Provided that the company shall in every event have the protection of the Carrier's Act 1830.
18. Since the Company is not able to obtain insurance giving unlimited cover for its full potential liability to customers, the customer should arrange its own insurance cover for any consignment with a value of more than £2,000 and shall inform the Company of every such consignment.
19. The Company and its servants or agents shall not be liable to the customer in any circumstances or to any extent whatsoever in respect of damage or loss to the whole or part of the consignment unless written notice is received by the Company at its office at 5 Windmill Street, London W1 within 5 days of the date on which the claim arises.
20. These conditions shall apply by whatever route the goods are carried.
21. The customer of the company shall save harmless and keep the Company indemnified from the against all claims, costs and demands from whomsoever made or preferred in excess of the legal liability of the Company under the terms of these conditions.