



**MONTHLY CREDIT
ACCOUNT APPLICATION**
(Strictly Confidential)

Please complete all relevant sections of this application form. Failure to do so may result in a delay in processing this application

DETAILS OF THE BUSINESS APPLYING FOR CREDIT

COMPANY/TRADING NAME:

LIMITED COMPANY NAME:
(IF DIFFERENT)

BUSINESS TYPE: LIMITED COMPANY SOLE TRADER
 PLC OTHER – PLEASE SPECIFY:

COMPANY NUMBER:
(if applicable)

COMPANY ADDRESS:

 POST CODE:

TEL NO: MOBILE:

FAX NO:

WHERE THE APPLICANT BUSINESS IS A LIMITED COMPANY WE REQUIRE A GUARANTEE AND INDEMNITY FROM AT LEAST ONE DIRECTOR OF THE APPLICANT BUSINESS IN THE FORM WHICH APPEARS ON PAGE 3 BELOW

DETAILS OF DIRECTOR(S)/SOLE PROPRIETOR(S)/PARTNER(S)

1. NAME: DOB:

HOME ADDRESS:

POST CODE:

TEL NO: MOBILE:

2. NAME: DOB:

HOME ADDRESS:

POST CODE:

TEL NO:

TRADE REFERENCES:

1. COMPANY NAME:

COMPANY ADDRESS:

TEL NO:

2. COMPANY NAME:

COMPANY ADDRESS:

TEL NO:

INVOICING

MAIN CONTACT FOR INVOICING ENQUIRIES:

NAME:

EMAIL:

TEL NO:

DESCRIPTION OF BUSINESS

CREDIT LIMIT REQUIRED: £

THE APPLICANT BUSINESS MAKES THIS APPLICATION TO OPEN A CREDIT ACCOUNT WITH THE COMPANY AND UNDERSTANDS THAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS, PAYMENT IS DUE WITHIN 30 DAYS FROM THE DATE OF THE COMPANY'S INVOICE, AND IF GRANTED CREDIT, THE APPLICANT BUSINESS AGREES TO OBSERVE THE CREDIT ACCOUNT TERMS ABOVE.

PLEASE COMPLETE ALL SECTIONS AND RETURN TO: **CROWN WASTE MANAGEMENT LTD, POOL ROAD INDUSTRIAL ESTATE, POOL ROAD, NUNEATON. CV10 9AE.**

Please supply one of the following as proof of identification....

- **Limited Company:** Company Letterhead.
- **Sole Traders/Partnerships:** Proof of your home address, such as bank, building society or credit card statement, or a recent utility bill.

CUSTOMER DECLARATION

I/We the undersigned apply to Crown Waste Management Limited for credit facilities and declare that the information given above is accurate. I/We agree to trade on Crown Waste Management Ltd conditions of sale or higher as are applicable at the date of the transaction and confirm that I/We have read the terms and conditions of sale contained in this form. Crown Waste Management Ltd reserves the right to terminate this agreement for credit forthwith without notice upon a breach by the customer of any terms and conditions and all amounts then outstanding will become due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

SIGNED: _____
(DIRECTOR/PARTNER/PROPRIETOR)

NAME: _____
(Please Print)

POSITION: _____

DATE: _____

SIGNED: _____
(DIRECTOR/PARTNER/PROPRIETOR)

NAME: _____
(Please Print)

POSITION: _____

DATE: _____

CREDIT ACCOUNT TERMS AND DATA PROTECTION AND CREDIT REFERENCE AGENCY SEARCHES

I/We/the Applicant Business request(s) the Company to open a credit account facility and hereby acknowledge(s) and accept(s) the terms listed below.

1. The grant of any Credit Facility (as defined in clause 1 (c) of the Guarantee and Indemnity below) to the Applicant Business is conditional upon:-
 - 1.1 the satisfactory completion of this application in its entirety; and
 - 1.2 Where applicable, the entering into of the Guarantee and Indemnity set out below by the Directors of the Applicant Business.
2. I/We/the Applicant Business hereby authorise(s) the Company to make such enquires relating to my/our/its credit standing as the Company considers necessary, and to check the bank and trade references supplied.
3. The Company will, from time to time, set a credit limit applicable to the Credit Facility ("Credit Limit") and notify the Applicant Business of such Credit Limit.
4. The Applicant Business shall provide a purchase order in respect of each purchase made under the Credit Facility.
5. The Company will submit a monthly invoice in respect of all purchase orders received in that same month. All invoices are due for payment in full within 30 days from the invoice date.
6. Any queries in respect of invoices should be notified in writing by the Applicant Business within 7 days of receipt of invoice.
7. Invoices not paid on the due date may be subject to interest at 4% above the base rate of Barclays Bank Plc from the due date until the date that payment is received.
8. Amounts in excess of the Credit Limit to be paid immediately. The Company and/or its successors and assigns will be entitled to take action to collect all monies owing in full, whether the value exceeds the Credit Limit or otherwise.
9. The Company may terminate the Credit Facility at any time:
 - 9.1 on giving one month's notice in writing; or
 - 9.2 immediately on giving notice if the Applicant Business exceeds the Credit Limit and fails to pay the amount of such excess in accordance with clause 8 or if it breaches any of these terms or the Company's standard terms and conditions (Standard Terms) attached to this form or if any of the following happens (or the Company reasonably believe is likely to happen):
 - 9.2.1 the Applicant Business fails to pay any undisputed amount due under these terms and conditions on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - 9.2.2 the Applicant Business commits a material breach of its obligations under these terms and conditions and (if such breach is remediable) fails to remedy that breach within a period of (30) days after receipt of notice in writing requiring it to do so; or
 - 9.2.3 the Applicant Business commits a series of persistent minor breaches which when taken together amount to a material breach; or
 - 9.2.4 the Applicant Business suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 9.2.5 the Applicant Business commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - 9.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Applicant Business; or
 - 9.2.7 a creditor or encumbrance of the Applicant Business attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 9.2.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Applicant Business; or
 - 9.2.9 a floating charge holder over the assets of the Applicant Business has become entitled to appoint or has appointed an administrative receiver; or
 - 9.2.10 a person becomes entitled to appoint a receiver over the assets of the Applicant Business or a receiver is appointed over the assets of the Applicant Business; or
 - 9.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to 9.2.10 (inclusive); or
 - 9.2.12 the Applicant Business ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
 - 9.2.13 if the Applicant Business is a sole trader, in the event of bankruptcy of that individual.
10. The Applicant Business may terminate the Credit Facility at any time by giving the Company one month's notice in writing provided that all outstanding sums payable under the Credit Facility have been paid in full at the time such notice is given.
11. The Company shall not (to the fullest extent permitted by law) be liable to the Applicant Business under these terms and conditions (including if it is unable to comply with its obligations due to any event beyond its reasonable control).
12. The Company may vary these terms and conditions on giving not less than one month's written notice, and no other variations shall be valid unless agreed in writing by the Company and the Applicant Business.
13. These terms and conditions shall be governed by and interpreted according to the laws of England and Wales and both the Company and the Applicant Business agree to submit to the exclusive jurisdiction of the English Courts