



RESPONSIVE DESIGNS

Unit E, Albany Park Industrial Estate, Frimley Road, Camberley, Surrey GU16 7QB
 Telephone: 01276 682682 Facsimile: 01276 683888
 Email: info@responsivedesigns.co.uk www.responsivedesigns.co.uk
 Company No.: 2534376 VAT No.: 584 2372 27
 Responsive Designs is a trading name of Information Management Consultancy Ltd

APPLICATION FOR A CREDIT FACILITY

(All information disclosed on this form will be checked)

Please complete and return with Company letterhead to the above address

TRADING NAME	
ADDRESS	
POST CODE	
TELEPHONE NO.	
FACSIMILE NO.	
E-MAIL ADDRESS.	
COMPANY REGISTRATION NO.	
VAT NO.	
LENGTH OF TIME TRADING (IF LESS THAN 2 YRS PLEASE PROVIDE A COPY OF LATEST AUDITED OR MANAGEMENT ACCOUNTS)	
REGISTERED NAME (IF DIFFERENT)	
REGISTERED OFFICE ADDRESS	
INVOICING ADDRESS	
POST CODE	
ACCOUNTS	
CONTACT NAME & JOB TITLE	
ACCOUNTS	
CONTACT TELEPHONE NO.	
BANK HOLDING MAIN ACCOUNT	
ADDRESS	
SORT CODE	
ACCOUNT NO.	
HOW LONG OPEN	
TRADE REFERENCE 1	
TRADE REFERENCE 2	

OFFICE USE ONLY
Sales Rep.
ELR Date submitted
Result
T1 Date submitted Result
T2 Date submitted Result

Acct. Approved Date Limit Acct. No.
Acct. Declined Proforma only
Sales team advised Customer advised

Data Protection Act 1998 Notice Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act").

Where I provide you with *personal data* ("data"), I understand that the data will be held securely, in confidence and *processed* for the purpose of carrying out business and associated activities ("Activities"). In considering my application, I 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 understand that under the Act I have a right to know what data you hold on me if I apply to you in writing and pay the applicable fee.

I confirm that I have read and accept the terms and conditions of sale attached. I understand that all orders will be placed on those terms (or any terms later adopted by you and notified to me in writing). I confirm that the information given in this application for a credit facility is in all respects true and accurate.

AUTHORISED SIGNATURE (DIRECTOR/COMPANY SECRETARY/OWNER)

NAME (Please print) POSITION

Date



Information Management Consultancy Ltd t/a Responsive Designs Terms of Trading

1	Price		
1.1	The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.	6.4	If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 6.3) in full, we will (at our option) replace the goods or refund the price.
1.2	Our quotations lapse after 30 days (unless otherwise stated).	6.5	We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only);
1.3	The price quoted excludes delivery (unless otherwise stated).	6.5.1	direct financial loss, loss of profits or loss of use; and
1.4	Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.	6.5.2	indirect or consequential loss
1.5	Rates of tax and duties on the goods will be those applying at the time of delivery.	6.6	Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £5million.
1.6	At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.	6.7	For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
2	Delivery	6.8	Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
2.1	All delivery times quoted are estimates only.	6.9	Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
2.2	If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:	7	Specification
2.2.1	you may not cancel if we receive your notice after the goods have been dispatched; and	7.1	If we prepare the goods in accordance with your specifications or instructions you must ensure that:
2.2.2	if you cancel the contract, you can have no further claim against us under that contract.	7.1.1	the specifications or instructions are accurate;
2.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).	7.1.2	goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
2.4	We may deliver the goods in instalments. Each instalment is treated as a separate contract.	7.1.3	your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
2.5	We may decline to deliver if:	7.2	We reserve the right;
2.5.1	we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or	7.2.1	to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
2.5.2	the premises (or the access to them) are unsuitable for our vehicle.	7.2.2	to make without notice any minor modifications in our specifications we think necessary or desirable.
3	Risk	8	Return of goods
3.1	The goods are at your risk from the time of delivery.	8.1	We will accept the return of goods from you only:
3.2	Delivery takes place either:	8.1.1	by our prior agreement (confirmed in writing);
3.2.1	at our premises (if you are collecting them or arranging carriage); or	8.1.2	on payment of an agreed handling charge (unless the goods were defective when delivered); and
3.2.2	at your premises or address specified by you (if we are arranging carriage).	8.1.3	where the goods are as fit for sale on their return as they were on delivery.
3.3	You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within seven days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.	9	Cancellation
4	Payment terms	9.1	You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 9.2 then apply).
4.1	You are to pay us in cash or in cleared funds prior to delivery, unless you have an approved credit account.	9.2	If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
4.2	If you have an approved credit account, payment is due no later than the end of the month after the month in which the goods are invoiced, unless otherwise agreed in writing.	9.3	We may suspend or cancel the order, by written notice if:
4.3	If you fail to pay us in full on the due date we may:	9.3.1	you fail to pay us any money when due (under the order or otherwise);
4.3.1	suspend or cancel future deliveries;	9.3.2	you become insolvent;
4.3.2	cancel any discount offered to you;	9.3.3	you fail to honour your obligations under these terms.
4.3.3	charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;	10	Waiver and variations
	a. calculated (on a daily basis) from the date of our invoice until payment;	10.1	Any waiver or variation of these terms is binding in honour only unless:
	b. before and after any judgment (unless a court orders otherwise);	10.1.1	made (or recorded) in writing;
4.3.4	claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and	10.1.2	signed on behalf of each party; and
4.3.5	recover (under clause 4.7) the cost of taking legal action to make you pay.	10.1.3	expressly stating an intention to vary these terms.
4.4	If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.	10.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
4.5	You do not have the right to set off any money you may claim from us against anything you may owe us.	10.3	In the event that you wish to vary the terms of your order, and subject to our written approval to such variation, we shall reserve the right to charge such additional fees as may be required to implement the adjusted order.
4.6	While you owe money to us, we have a lien on any of your property in our possession.	11	Force majeure
4.7	You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, including legal costs on a full indemnity basis and the costs of instructing a debt collection agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.	11.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
5	Title	11.2	Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
5.1	Until you pay all debts you may owe us:	12	General
5.1.1	all goods supplied by us remain our property;	12.1	English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
5.1.2	you must store them so that they are clearly identifiable as our property;	12.2	If you are more than one person, each of you has joint and several obligations under these terms.
5.1.3	you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;	12.3	If any of these terms are unenforceable as drafted:
5.1.4	you may use those goods and sell them in the ordinary course of your business, but not if:	12.3.1	it will not affect the enforceability of any other of these terms; and
	a. we revoke that right (by informing you in writing); or	12.3.2	if it would be enforceable if amended, it will be treated as so amended.
	b. you become insolvent.	12.4	We may treat you as insolvent if:
5.2	You must inform us (in writing) immediately if you become insolvent.	12.4.1	you are unable to pay your debts as they fall due; or
5.3	If your right to use and sell the goods ends you must allow us to remove the goods.	12.4.2	you (or any item of your property) become the subject of:
5.4	We have your permission to enter any premises where the goods may be stored:		a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
5.4.1	at any time, to inspect them; and		b. any application or proposal for any formal insolvency procedure; or
5.4.2	after your right to use and sell them has ended, to remove them, using reasonable force if necessary.		c. any application, procedure or proposal overseas with similar effect or purpose.
5.5	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	12.5	All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
5.6	You are not our agent. You have no authority to make any contract on our behalf or in our name.	12.6	Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
6	Warranties	12.7	No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
6.1	We warrant that the goods:	12.8	The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
6.1.1	comply with their description on our order confirmation form; and	12.8.1	contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
6.1.2	are free from material defect at the time of delivery (as long as you comply with clause 6.3).	12.8.2	which expressly state that you may rely on them when entering into the contract.
6.2	We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	12.9	Please note that we may transfer personal information about you to those we may appoint to administer your account or recover amounts owing. That may include, for example, passing information about you to our insurers, debt recovery agents and solicitors, if you fail to pay us.
6.3	If you believe that we have delivered goods that are defective in materials or workmanship, you must:		
6.3.1	inform us (in writing), with full details, as soon as possible; and		
6.3.2	allow us to investigate (we may need access to your premises and product samples).		