

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Company Name:			
Address:			
Post Code:			
Contact Name:			
Phone:	Fax:	E-mail:	
Accounts Department Contact Details:			
Phone:	Fax:	E-mail:	
Company Registration No.:		Vat Reg. No.:	
Sole Proprietorship:	Partnership:	Limited:	Other:
Registered Office Address (if different from above):			
Expected Credit Limit Per Month: £			

BUSINESS CONTACT INFORMATION

Company Name:			
Address:			
Town:		County:	Post Code:
Phone:	Fax:	E-mail:	
Type of Account:			
Company Name:			
Address:			
Town:		County:	Post Code:
Phone:	Fax:	E-mail:	
Type of Account:			

AGREEMENT

1. All invoices are to be paid 30 days from the date of invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorise Seabourne Group Ltd to make enquiries into the banking and business/trade references that you have supplied.
4. All business is subject to our Terms & Conditions, a full copy of which are attached/overleaf.

SIGNATURES

Title:	Title:
Date:	Date:

Submit

Reset

TERMS AND CONDITIONS

1. Application
- 1.1 These Terms and Conditions shall apply to the provision of Services by Seabourne Mail Solutions Ltd, (a subsidiary of Seabourne Group Ltd), registered in England under Company Number 03185532 of Unit 4, Shuttleworth Road, Elm Farm Industrial Estate, Bedford, MK41 0EP, hereinafter known as "The Company" to the Client.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by company in writing.
- 1.3 These terms and conditions may be revised by the Company from time to time. Any such revision shall not become effective until the expiry of 28 days from the date notice of the proposed revision is given to the Client.
2. Definitions and Interpretation
- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means the contract formed between the Company and the Client on acceptance of the Company's quotation, which shall incorporate, and be subject to, those Terms and Conditions;

"Business Day" means any day which is not a Saturday, Sunday or a bank or public holiday in England;

"Client" means any individual, firm or corporate body (which expression shall, where the context so admits, included its successors and assigns) which purchases services from the Company;

"Dangerous Goods" means any weapon, drug, poison, damaging article or substance or substances the carriage of which is prohibited by statutory regulations and/or legislation for the time being in force or Goods which in the sole opinion of the Company present a hazard;

"Fees" means the fees payable by the Client, under Clause 8 in accordance with this Agreement;

"Goods" means Goods the subject of the contract, whether a single item or in bulk, or contained in one parcel, package or container or any number of separate items, parcels, packages or containers to be distributed by the Company;

"Parties" means both the Company and the Client;

"Quotation" means the quotation for the provision of the Services and shall constitute the entire scope of works;

"Services" means the services to be provided by the Company to the Client as set out in the Quotation.
- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 2.2.1 "writing", and any cognate expression, includes emails, faxes and transmissions by other similar means;
 - 2.2.2 a statute of a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - 2.2.4 a Schedule is a schedule to these Terms and Conditions;
 - 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.
3. Basis of Quotation and Order
- 3.1 Any Quotation given by the Company shall constitute an offer and is valid for a period of 30 days from its date of issue.
- 3.2 The Contract is formed upon the Client's acceptance of the quotation. The Quotation can be accepted by email, fax or post.
4. The Client's obligations
- 4.1 The Client warrants that they are the owner of the Goods or have the authority of the owner of the Goods to instruct the Company to carry out the services as identified in the Quotation.
- 4.2 The Client warrants that the Goods are as described to the Company with regard to their nature, weight, quantity, condition and dimensions.
- 4.3 It is the Client's responsibility to ensure that the Goods, when delivered to the Company are marked up with all the information required as detailed in the Quotation and in particular the weight, dimensions and quantities within each consignment. The burden of proving the condition of the Goods and that the Goods are of the nature, property, quantity, quality and weight declared in the relevant documentation shall rest with the Client throughout the provision of the Services.
- 4.4 The Client will disclose and warrant that perishable or Dangerous Goods accepted for distribution by the company will comply with all relevant statutory regulations and/or legislation for the time being in force concerning the storage, packing, marking, documentation, labelling and distribution and shall provide the Company with such information in writing as will enable the Company to know the identity of the Dangerous Goods, the nature of the hazards that may be created and any action to be taken in an emergency.
- 4.5 Where no packing list is provided by the Client, the Company may check the Goods but shall not be responsible for the same.
- 4.6 The Client shall provide any data requested by the Company within the timeframes specified in the Quotation.
- 4.7 The Company accepts no responsibility for delays where any of the above provisions are not met.
5. The Company's obligations
- 5.1 The specific method of packaging, distribution and delivery shall be as detailed in the Quotation.
- 5.2 Should the Company become aware of any existing damage to and/or deficiency in the Goods, the Company shall notify the Client within a reasonable time of the Company becoming aware of such damage or deficiency. Such Goods shall, in the absence of any express agreement to the contrary between the parties hereto, be returned to the Client at the Client's expense.
- 5.3 The Company shall be under no obligation to provide any plant, power or labour, other than that carried by a delivery vehicle, required for loading or unloading the Goods. If such plant, power or labour is required, this shall be notified to the Client and any additional charges shall be invoiced to the Client.
6. The Services
- 6.1 The Company shall, in consideration of the Fees being paid in accordance with the Agreement, provide mailing distribution Services to the Client as specified in the Quotation.
- 6.2 Any delivery dates given by the Company represent a best estimate only. The Company accepts no responsibility for any delay in the delivery of the Goods where such delay occurs due to circumstances beyond their control such as, but not limited to, default of the Client in providing Goods or information, delays at customs or a force majeure event, detailed in clause 22.
- 6.3 Unless otherwise agreed in writing, the Company shall be under no obligation to prove that the Goods have been successfully delivered.
- 6.4 Where the delivery method outlined in the Quotation requires for the Goods to be signed for upon delivery, and no signature is available, the re-delivery of such Goods and any storage thereof, shall be chargeable at the Company's discretion.
- 6.5 The Company will use reasonable care and skill to perform the Services.
- 6.6 The Company has the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services and the Company shall notify the Client should such a change be necessary.
- 6.7 The Company shall use all reasonable endeavours to complete its obligations under the Agreement, but time will not be of the essence in the performance of these obligations.
7. Storage
- 7.1 The Company shall store the Goods on behalf of the Client without charge for a maximum of 1 calendar month from receipt of the Goods at the Company's premises.
- 7.2 Thereafter, the Company shall charge for storage at their current rates.
- 7.3 The Company may require the removal of the Goods or any part thereof, forthwith, if in the Company's opinion the storage of the Goods poses a risk to health and safety of the Company, its employees, servants or agents or to the Company's property or any third party property or the continued storage of the Goods will result in the Goods perishing or otherwise deteriorating.
- 7.4 If the Goods or any part thereof are not removed after notice is given by the Company to the Client in accordance with these terms and conditions, the Company may, at its absolute discretion, dispose or sell the Goods, or part thereof, after the lapse of 30 days after such notice is given by the Company.
8. Fees
- 8.1 The Client agrees to pay the Fees in accordance with the terms of payment herein.
- 8.2 In addition the Company shall be entitled to recover from the Client their reasonable incidental expenses for services supplied in connection with the provision of the Services.
- 8.3 The Client will pay the Company for any additional services provided by the Company that are not specified in the Agreement in accordance with the Company's then current, applicable rates in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.
- 8.4 All fees or prices quoted by either Party pursuant to the Agreement are exclusive of any value added tax or any other taxes for which that Party shall be additionally liable. All sums payable by either party to the other shall be subject to value added tax, which that Party shall be additionally liable, unless statutory provisions allow for the exclusion of such value added tax.
- 8.5 The Company will be entitled to increase their fees within 3 days by the giving of notice in writing to the Client, where the Company has suffered an unexpected increase in overhead, through no fault of their own, such as due to an increase in fuel costs, duty, transit charges or changes to exchange rates.
9. Payment
- 9.1 All payments required to be made pursuant to the Agreement by either Party shall be made within 30 days of the date of the relevant invoice, subject to a satisfactory credit check and unless otherwise agreed in writing, in Pounds Sterling without any set-off, retention, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 9.2 The time for payment shall be of the essence. If the Client fails to make any payment on the due date then the Company shall, without prejudice to any right which it may have pursuant to any statutory provision in force from time to time, have the right to suspend the Services and charge the Client interest on a daily basis at an annual rate equal to the aggregate of 6% above the base rate of the Bank of England from time to time on any sum due and not paid on the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after us well as before any judgment.
- 9.3 The Company shall have a lien on the Goods for sums unpaid on any invoice, account or Agreement. If such lien is not satisfied within 30 days, then title in the Goods shall pass to the Company and the Company may sell the Goods, or part thereof, as agent for the owner and apply the proceeds towards any sums unpaid and any expenses incurred as a result of having to sell the Goods and account to the Client for any balance due to them, at which point any liability of the Company for the Goods shall cease.
10. Errors or Discrepancies
- 10.1 The Client shall be responsible for the accuracy of any Information submitted to the Company. The Company's quotation is based on the information provided to the Company at the time of preparing such quotation. Should any errors or discrepancies become evident which affects the Company's fees they reserve the right to make any adjustments thereto.
11. Variation and Amendments
- 11.1 If the Client wishes to vary any details of the Agreement they must notify the Company in writing as soon as possible. The Company shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client and shall be payable in accordance with clause 9.1 above.
- 11.2 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client immediately. The Company shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
12. Cancellation
- 12.1 On acceptance of the Quotation, the Client shall no longer be entitled to cancel the services to be provided other than in accordance with this clause 12. Payment shall be due for all services outlined in the Contract upon acceptance of the same.
- 12.2 Where the Company is instructed by the Client to deliver the Goods and such delivery is then aborted, postponed or cancelled through no fault of the Company, the Company shall be entitled to recover from the Client any expenses incurred by the Company as a result of having to abort, postpone or cancel the delivery and the storage provisions in clause 7 shall commence or recommence as applicable. The Company also reserves the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs, loss of contract and loss of profit, against the Client and these shall fall due for payment immediately.
- 12.3 If, due to unforeseen circumstances, the Company has to abort, postpone or cancel a delivery, they shall contact the Client and rearrange the delivery for as soon as reasonably possible.
13. Sub-Contracting and Assignment
- 13.1 The Company may sub-contract the performance of any of its obligations under the Agreement without the prior written consent of the Client.
- 13.2 Neither Party shall be entitled to assign this Agreement or all of its rights and obligations hereunder without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed).
14. Liability and Indemnity
- 14.1 The Company shall be liable for any reasonable direct costs associated with the physical loss, mis-delivery of or damage to the Goods if such physical loss, mis-delivery or damage is proved to be due to the negligence of the Company, its servants, agents or sub-contractors. The Company shall provide remedial services or shall raise a credit note to the Client for the services concerned. This sub-clause 14.1 shall be the Company's sole liability for defective services, subject to sub-clause 14.2 and clause 15 below.
- 14.2 Except in respect of death or personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be legally excluded or limited and where any of the foregoing are caused by the Company's negligence, the Company will not be by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) in connection with the performance of its obligations under the Agreement or with the use by the Client of the services supplied.
- 14.3 The Company shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control. Such causes include, but are not limited to: a force majeure event, insufficient or improper packing, labelling or addressing by the Client.
- 14.4 The Company shall not be liable for any theft, fire damage or other damage howsoever caused whilst the Goods are in transit where such transit is arranged by the Client.
- 14.5 The Company shall not be liable for any decay, spoilage or destruction, leakage or deficiency or for any specific packaging or conditions of storage for Goods of a perishable nature. It is the Client's sole responsibility for providing the Company with the shelf life period of the perishable Goods and for ensuring that they are correctly packaged for the product they are to provide and the Company accepts no responsibility for the accuracy of this information.

- 14.6 The Company shall not be liable in respect of Goods where it is found that there has been fraud or theft on the part of the Client.
- 14.7 The Client shall indemnify the Company against all damages, costs, claims and expenses suffered by the Company arising from loss or damage (including that of third parties) caused by any error, omission, mis-statement or misrepresentation by the Client, or his agents or employee and any claims caused by or arising out of the storage of Dangerous Goods and claims made upon the Company by HM Revenue and Customs in respect of dutiable Goods.
- 14.8 This clause 14 shall survive termination of the Agreement.
15. Time Limits for Claims
- 15.1 This clause 15 shall apply to Goods sent by the Company by courier only.
- 15.2 All claims for damage to, physical loss of, or mis-delivery of any courier-sent Goods must be made in writing by the Client within 3 days after the estimated delivery date of the Goods alleged to be damaged, lost or mis-delivered. Failure to make a claim within the time stipulated shall mean that the Company shall be under no liability to the Client, unless the Client can prove it was not reasonably possible to make a claim in writing within the time stipulated.
- 15.3 The Company uses third party delivery companies to deliver the Services. Where a claim as described in clause 15.1 is accepted by the Company, the Company shall submit a subsequent claim to the relevant third party and shall refund to the Client any payments received for such damage, physical loss or mis-delivery. Proof of such sums received shall be shown to the Client upon request.
16. Limitation of Liability: Except as otherwise provided in these conditions, the liability of the Company in respect of claims for physical loss, mis-delivery of or damage to Goods howsoever arising shall in all circumstances be limited to the sums received by the Company from the third party delivery company.
17. Literature and Representations
- 17.1 Any marketing literature of the Company is presented in good faith as a guide to represent the services offered and does not form a part of the Agreement.
- 17.2 No employees or agents of the Company are authorised to make any representation concerning the Company's services unless confirmed by the Company in writing. In entering into the Agreement the Client acknowledges that they do not rely on and waive any claim for breach of any such representations, which are not confirmed.
18. Insurance
- 18.1 The Company includes for Public Liability and Employers' Liability Insurance. Details are available upon request.
- 18.2 The Company shall insure the Client's Goods whilst they are held at the Company's premises. Where transit of the Goods is arranged by the Company, the Insurance provisions will be assessed on a case by case basis. Further details are available on request.
19. Restrictive Covenants: Neither party will during the term of this Agreement and for a period of 2 years from the expiry of this Agreement, without the others prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, consultant or independent contractor of the other. Whilst the above restriction is considered by the parties to be reasonable in all the circumstances, if it is adjudged to go beyond what is reasonable in all the circumstances for the Company's protection but would be judged reasonable if its period reduced or an area defined, it shall apply with such words deleted or with stroll modifications as may be necessary to make it valid and effective.
20. Confidentiality
- 20.1 Both the Company and the Client shall undertake that, except as provided by sub-clause 20.2 or as authorised in writing by the other Party, they shall at all times during the continuance of the Agreement end for 1 year after its termination:
- 20.1.1 keep confidential all Confidential information;
- 20.1.2 not disclose any Confidential information to any other party;
- 20.1.3 not use any Confidential information for any purpose other than as contemplated by the Agreement;
- 20.1.4 not make any copies of, record in any way or part with possession of any Confidential information; and
- 20.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 20.1.1 to 20.1.4.
- 20.2 Subject to sub-clause 20.3, either Party may disclose any Confidential information to:
- 20.2.1 any of their sub-contractors or suppliers;
- 20.2.2 any governmental or other authority or regulatory body; or
- 20.2.3 any of their employees or officers or those of any party described in sub-clauses 20.2.1 or 20.2.2;
- 20.3 Disclosure under sub-clause 20.2 may be made only to the extent that is necessary for the purposes contemplated by the Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-clause 20.2.2 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 20.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other Party, where that Confidential information is or becomes, public knowledge through no fault of that Party.
- 20.5 When using or disclosing Confidential Information under sub-clause 20.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 20.6 The provisions of this Clause 20 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
21. Termination
- 21.1 Either Party may terminate the Agreement by giving written notice to the other Party if:
- 21.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid on or before the agreed date for payment;
- 21.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 21.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 21.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 21.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
- 21.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 21.1.7 the other Party ceases or threatens to cease to carry on business; or
- 21.1.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 21, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 21.2 For the purposes of sub-clause 21.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 21.3 In the event of termination under sub-clause 21.1 any sums due shall become immediately due and payable and the Company shall retain any sums already paid to it by the Client without prejudice to any other rights the Company may have whether at law or otherwise.
22. Force Majeure: Neither the Client nor the Company shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: failure of any sub-contractor, power failure, Internet Company failure, Industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party In question.
23. Waiver
- 23.1 No waiver by the Company of any breach of the Agreement by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term (in whole or in part), provision or condition of the Agreement shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which the waiver is given.
- 23.2 No failure or delay on the part of any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.
24. Severance: The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Agreement, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
25. Notices
- 25.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 25.2 Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth business day following mailing, if mailed by airmail, postage prepaid. In each case the notice shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 25.3 Service of any document for the purposes of any legal proceedings concerning or arising out of the Agreement shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.
26. Data Protection: Both Parties agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any subsequent amendments thereto.
27. Third Party Rights: No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
28. Disputes
- 28.1 If, notwithstanding the terms of this Agreement, a dispute arises between the Company and the Client during the term of this Agreement in relation to any matter which cannot be resolved by local operational management, either Party may refer the matter for determination by referral in the first instance to the decision of the Managing Director of each of the Company and the Client.
- 28.2 If negotiations under sub-clause 28.1 above do not resolve the matter within 28 days of receipt of a written invitation to negotiate, the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 28.3 Nothing in this clause 28 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 28.4 The decision and outcome of the final method of dispute resolution under this clause 28 shall be final and binding on both Parties.
29. Law and Jurisdiction
- 29.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 29.2 Subject to the provisions of clause 28, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matter and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.