

PRIVATE & CONFIDENTIAL

APPLICATION FOR A CREDIT ACCOUNT

DETAILS OF APPLICATION	
FULL TRADING NAME	
FULL ADDRESS	
	POSTCODE
CONTACT NAME	
JOB TITLE	
TELEPHONE:	FAX:
EMAIL:	
NATURE OF BUSINESS	
STRUCTURE OF ORGANISATION (EG. PARTNERSHIP,SOLE TRADER,LIMITED COMPANY)	
NAME OF EXECUTIVES	TITLES
1	
2	
3	
VAT NO	
ADDRESS TO WHICH INVOICE SHOULD BE SENT	
	POSTCODE
IF A COMPANY	
REGISTERED OFFICE	
FULL ADDRESS	POSTCODE
TELEPHONE	
COMPANY REG. NO.	
COUNTRY OF REG.	
IF A SOLE TRADER/PARTNERSHIP	
PARTNER 1	
RESIDENTIAL ADDRESS	POSTCODE
PARTNER 2	
RESIDENTIAL ADDRESS	POSTCODE

Please tick if you **do not** want monthly account statements emailed to the address given above

REFERENCES

TRADE REFERENCES	
NAME OF COMPANY (1)	
FULL ADDRESS	
	POSTCODE
TELEPHONE	CONTACT NAME
MAIN TRADING ACTIVITY	
PERIOD TRADING WITH THIS COMPANY	
NAME OF COMPANY (2)	
FULL ADDRESS	
	POSTCODE
TELEPHONE	CONTACT NAME
MAIN TRADING ACTIVITY	
PERIOD TRADING WITH THIS COMPANY	

APPROXIMATED SPEND PER MONTH

PARTS / ACCESSORIES £	SERVICE / BODYSHOP £	
PLEASE OBTAIN AN ORDER NO.	YES	NO

TERMS OF CREDIT

The terms of credit of the company are settlement in full by the 20th of the month following the month of supply.

The company reserves the right to withhold or suspend credit facilities without notice if those terms are exceeded.

In the event of goods or services charged pending a report from the manufacturers, such charges will be paid in accordance with the terms of credit. Any refund will be made in accordance with the manufacturer's decision.

No responsibility can be held by the company for the manufacturer's decision and further correspondence will not be entered into

We will make a search with a credit reference agency, which will keep a record of the search and will share that information with other businesses. We may make enquiries about principle directors with a credit reference agency.

We may also, for the purposes of extending account facilities or monitoring accounts, conduct further credit searches at a later date.

This contract will become binding upon the date that Ford Retail Limited notifies the customer that its credit checks and references have been approved

DECLARATION

I / WE AGREE TO ABIDE BY THE TERMS OF CREDIT ABOVE AND THE TERMS AND CONDITIONS FOR REPAIR AND SERVICING WORK AND SALE OF PARTS ATTACHED

SIGNED _____ DIRECTOR/PROPRIETORS OTHER (specify) _____

PRINT NAME _____ DATE _____

Please send this form to: Ford Retail Ltd, South Liberty Lane, Ashton Vale Trading Estate, Ashton, Bristol, BS3 2TN

E-mail: CreditControl.Car@TrustFord.co.uk Fax : 0117 9536888

FOR OFFICE USE ONLY

APPROVED BY :

DATE :

Ford Retail Limited Registered in England & Wales, Reg. No. 191596, 2 Charter Court, Colchester, Essex, CO4 9YA

Authorised and regulated by the Financial Services Authority for general insurance mediation activities.

TERMS & CONDITIONS: REPAIR AND SERVICING WORK AND SALE OF PARTS

Ford Retail Limited ("the Company") sells and supplies goods for use in conjunction with vehicles ("Parts") and also accept vehicles for repair, for servicing, for examination with a view to estimating or quoting for repairs or for any other purposes ("Repair and Servicing Work") only on and subject to the following terms and conditions (in addition to any condition stated on the face of this document). In these conditions "Contract" means the contract for the Repair and Servicing Work and/or for the purchase and sale of the Parts.

1. PRICE

1.1 The price of the Parts shall be the Company's quoted price. Quotations are valid for, and may be accepted by the Customer within, 30 days. If no price has been quoted (or a quoted price is no longer valid) the price of the Parts shall be as listed on the Company's price list current at the date of acceptance by the Company of the Customer's order.

1.2 In respect of the Repair and Servicing Work:

1.2.1 All estimates and quotations made by the Company are based on the cost to the Company of labour, materials and Parts current at the date of the estimate or quotation. If there is an increase in the cost to the Company of labour, materials or Parts which occurs before or after acceptance of the Customer's order by the Company or before or after the Company's quotation is accepted by the Customer the Company shall immediately inform the Customer of such increase and the Customer shall have the right to cancel the Contract. If the Customer accepts such increase the Company shall be entitled to charge the Customer accordingly.

1.2.2 If no price is estimated or quoted or if only part of the Repair and Servicing Work covered by an estimate or quotation is carried out, the Company shall be entitled to charge the Customer for the Repair and Servicing Work carried out (including any stripping down leading to determination as to the practicability or otherwise of any Repair and Servicing Work and reassembly) and for any materials at the Company's prices current at the date of acceptance by the Company of the Customer's order or the date when the Customer accepts the Company's quotation.

1.2.3 Estimates and quotations in respect of Repair and Servicing Work are effective only for 28 days after despatch. If instructions are not received from a Customer in response to an estimate or quotation within 28 days after despatch the Company shall be entitled to charge its usual garaging rates from the date the vehicle was received until its collection. (The Company does not as a general rule make any charge for garaging pending instructions if the Repair and Servicing Work is ultimately carried out by the Company and duly paid for). The sums payable to the Company under these conditions are exclusive of any applicable VAT, which the Customer shall be additionally liable to pay to the Company.

2. INTERRUPTIONS

2.1 It shall be impractical for any reason to carry out any of the Repair and Servicing Work which the Company has been instructed to carry out, the Company shall be entitled to refrain from carrying out or completing such Repair and Servicing Work (notwithstanding that an estimate or quotation may have been given for it) and to carry out only such Repair and Servicing Work as may be practical.

2.2 If through inability to obtain promptly any necessary Parts or materials, Repair and Servicing Work on a vehicle is interrupted for a period exceeding 14 days, the Company shall be entitled to charge its usual garaging rates for the period of interruption, such charge being in addition to any price for the Repair and Servicing Work, Parts and materials.

3. VARIATIONS

In respect of Repair and Servicing Work, variations agreed by the Company and the Customer of any kind in any estimate or quotation or in the scope of the Repair and Servicing Work or in the prices chargeable or otherwise whatsoever and howsoever made shall be subject to all these conditions, and any such variation shall not be deemed to constitute or create a new or separate contract and the original Contract shall remain in force but as varied.

4. TIME

Every endeavour will be made to carry out Repair and Servicing Work and supply parts by the time desired by the Customer, but time shall not be of the essence of the Contract and the Company shall not be liable for any delay howsoever occasioned.

5. CUSTOMER'S AGENTS

Any Repair and Servicing Work and Parts supplied in relation to a vehicle pursuant to the order of any driver of the vehicle in the Customer's employment, or of any person who is acting as the Customer's agent, shall be paid for by the Customer.

6. PAYMENT

6.1 The Contract is for Parts alone and does not comprise any Repair and Servicing Work, payment for the Parts shall be due within 30 days of the Company's Invoice. The Company shall be entitled to invoice the Customer for the price of the Parts on or at any time after delivery of the Parts unless the Parts are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Parts, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the parts are ready for collection or (as the case may be) the Company has tendered delivery of the Parts.

6.2 If the Contract comprises Repair and Servicing Work then payment for all elements of the Contract including Parts shall be due upon completion of the Repair and Servicing Work and the Company shall be entitled to retain possession of the vehicle until payment is made in full.

6.3 The time for payment shall be of the essence of the Contract.

6.4 If payment is not made when due then interest will accrue on the Company's charges from the day after the due date until payment in full is made at a rate of 3% above the Base Rate of HSBC Bank Plc from time to time. Any reference to the charges or account of the Company or monies owing in indebtedness to the Company in these conditions shall include such interest.

6.5 The Company shall be entitled to demand from the Customer a deposit of up to 50% of the estimated charges on account of the price of Parts and/or Repair and Servicing Work, and the Company shall be entitled to set off such deposit against the price due from the Customer. Repair and Servicing Work is completed for the purposes of these conditions when written or verbal notice has been given that the vehicle is ready for collection.

7. GARAGING CHARGES

If a vehicle is not collected within 24 hours after the time indicated or agreed for delivery of the vehicle (or if no such time has been indicated or agreed the time the Company notifies the Customer that the vehicle is ready for collection), the Company shall be entitled to charge for garaging the vehicle at its usual rates until collection.

8. LIEN

The Company shall have a general lien on any vehicle on which it has carried out Repair and Servicing Work and on any other property in its possession belonging to the Customer for all monies due and owing to the Company by the Customer on any account or invoice whatsoever. The Company shall be entitled to charge for garaging the vehicle at its usual rates during any period in which the vehicle is retained by the Company in exercise of any lien.

9. SALE OF GOODS

If the Customer's indebtedness to the Company is not satisfied within three months of the date of the first account or invoice rendered to the Customer in respect of all or part of that indebtedness, the Company shall, without notice be entitled to sell any property of the Customer upon which the Company has exercised its lien by public auction or private treaty (at the Company's unfettered option). The net proceeds of sale shall first be applied to satisfying the indebtedness of the Customer to the Company and any balance shall be paid by the Company to the Customer on demand.

10. DELIVERY

10.1 The Company shall not be obliged to seek confirmation of the authority of any person whom it reasonably believes has the authority of the Customer to collect the vehicle or Parts. Where in any case a person calls to collect a vehicle or Parts and the Company has no grounds to believe that he does not have the authority to collect the vehicle or Parts then the Company shall not be responsible to the Customer for any loss or damage if such person in fact had no such authority.

10.2 Delivery of Parts shall be made by the Customer collecting the parts at the Company's premises at any time after the Company has notified the Customer that the Parts are ready for collection or, if some other place or delivery has been agreed, by the Company delivering the parts to that place.

11. SUB-CONTRACTORS

11.1 The Company shall be entitled at its sole discretion to employ or make use of sub-contractors including but not limited to radiator specialists, electrical specialists, coach builders and testers for all or part any part of the Repair and Servicing Work on a vehicle.

11.2 The Company will exercise reasonable skill and care in the selection of sub-contractors and the Company will accept liability for the Repair and Servicing Work carried out by, and any materials or Parts supplied by, such sub-contractors in accordance with clause 11.1.

12. DRIVING OF VEHICLES

For the purpose of any inspection, repair or contemplated repair, testing of the vehicle, taking the vehicle to sub-contractors, demonstrations, or other purposes for which the vehicle is accepted by the Company the Customer hereby authorises the driving of the vehicle by the Company, its employees, agents and sub-contractors on the public highway and elsewhere.

13. WARRANTIES AND LIMITATIONS ON LIABILITY

13.1 Unless expressly provided in these conditions and except where the Customer deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13.2 The Company will exercise reasonable care in the selection of best quality parts and materials as are available but provided that it has exercised such care and except where the Customer deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977) the Company shall not be liable for any defects in such parts or materials.

13.3 The Customer shall be entitled (as far as the Company can secure) to the benefit of any warranty to which the Company is entitled as against the manufacturer of Parts supplied or as against any sub-contractor engaged by the Company.

13.4 All Repair and Servicing Work carried out by the Company and by any sub-contractor engaged pursuant to clause 11 is only warranted against failure due to defective workmanship for a period of 3 months or 3,000 miles whichever occurs first. The warranty in this clause 13.4 extends only to Repair and Servicing Work actually undertaken and does not cover progressive fault diagnosis. It does not affect any statutory rights of a Customer who deals with the Company as a consumer. All Ford original parts are warranted for 12 months or 120,000 miles whichever occurs first. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law under the express terms of the Contract, for any consequential loss or damage (including loss of profit), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Parts or their use or re-sale by the Customer, or which arise out of or in connection with the Repair and Service Work except as expressly provided in these conditions.

13.5 The aggregate liability of the Company in contract, tort (including negligence), statute or otherwise (other than for death or personal injury caused by the negligence of the Company) shall not exceed the price of the Parts and Repair Service Work under the Contract.

14. SECURITY

14.1 Subject to Clause 14.2 the Company will exercise reasonable care in respect of the safety and security of Customers' vehicles and other property but shall be liable for loss of or damage to a Customer's vehicle or other property only if it is proven that such loss or damage was caused by a failure by the Company to exercise such reasonable care.

14.2 The Company shall have no liability for loss of or damage to Customers' vehicles and other property howsoever caused, including damage caused by lack of reasonable care on the part of the Company, if (a) it is not aware at the time of the damage or loss that the Customer has entrusted or sought to entrust the vehicle or such other property to it; or (b) the vehicle remains on the Company's premises 48 hours after notification by the Company to the Customer that the vehicle is ready for collection.

15. REMOVED PARTS

All parts removed by the Company from a vehicle in the course of Repair and Servicing Work shall, unless prior written notice to the contrary shall have been given by the Customer, be deemed to be wholly abandoned to the Company with immediate effect and become the Company's absolute property.

16. RISK AND RETENTION OF TITLE

16.1 Although all Parts sold and all Parts and materials supplied in the course of Repair and Servicing Work by the Company ("the Goods") remain the Company's property until payment is received in full, risk in them shall pass to the Customer from the time of delivery to the Customer or its agent and the Customer shall keep them properly insured against loss or damage and in the event of such loss or damage occurring shall hold the insurance proceeds on behalf of the Company as trustee for the Company and keep such insurance proceeds separate from any monies or property of the Customer and third parties.

16.2 Notwithstanding delivery and the passing of risk in the Goods, the Goods shall remain the Company's property until the Customer has paid the full price for the Goods and all other sums owing from the Customer to the Company under any contract or on any account together with any interest payable under the relevant contract in respect of the Goods or Repair and Servicing Work and any other contract or arrangement or account.

16.3 Until such time as the property in the Goods passes to the Customer:

16.3.1 The Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep them separate from those of the Customer and third parties and keep them properly stored, protected and marked in such a way as they can be identified as the Company's property. The Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties, and in the case of tangible proceeds, properly stored, protected and insured. The Company shall be entitled to trace all such proceeds of sale or otherwise of the Goods received by the Customer through any bank, or other account maintained by the Customer.

16.3.2 If the Customer re-sells or uses the Goods the Customer shall assign its rights to recover the proceeds of sale or otherwise of the Goods from the third parties concerned to the Company if required to do so in writing by the Company.

16.3.4 (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company, at the expense of the Customer. If the Customer fails so to do the Company shall have the right (save in relation to Customers situated in Northern Ireland) forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods, at the Customer's expense.

17. RETURN OF PARTS

The Company will accept the return of Parts and give credit for the price subject to the Parts being returned in perfect condition within 7 days of the date of collection of the Parts by the Customer. The Company reserves the right to make a handling charge of 15% of the value of any parts so returned. Returns are not accepted of non-stock items which have been specially ordered by the Company for the Customer.

18. INSOLVENCY OF CUSTOMER

18.1 This clause applies if:-

18.1.1 The Customer, (being a company) makes any voluntary arrangement with its creditors, or an application is made or a person becomes entitled to appoint an administrator, administrative receiver or receiver or goes into liquidation (other than for an amalgamation or reconstruction) or (being an individual) becomes bankrupt; or

18.1.2 An encumbrancer takes possession of or a receiver is appointed over, any of the property or assets of the Customer; or

18.1.3 The Customer ceases, or threatens to cease, to carry on business or is unable to pay its debts as they fall due; or

18.1.4 The Company, reasonably apprehends that any of the events mentioned above is about to occur to the Customer and notifies the Customer accordingly; or

18.1.5 The Customer takes any similar action in consequence of debt.

18.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries and Repair and Servicing Work under the Contract without any liability to the Customer and if Parts have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

19. GENERAL

19.1 Any notice or other communication given or made under or in connection with these conditions shall be in writing and shall be given or made to the Customer or the Company, as the case may be, at its last known address and, if by facsimile, sent to the facsimile number as either party may from time to time notify to the other. Every notice or other communication, if so addressed, shall be deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant party if sent by prepaid first class post, two business days after the date of posting and, if transmitted by facsimile, at the time of transmission. Notice may not be validly served by electronic mail.

19.2 No waiver by either party of any breach of the Contract shall be considered as a waiver for any subsequent breach of the same or any other provision.

19.3 The Company may at any time, without limiting any other rights and remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

19.4 The headings in these conditions are for convenience only and shall not affect their interpretation.

19.5 If any provision or part of any provision of these conditions is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from these conditions and the remaining provisions or parts of the provision shall continue to full force and effect.

19.6 Save where the context forbids, the expression, "vehicle" used in these terms includes any car, lorry, van, trailer, caravan, invalid carriage or cycle, and as a separate unit or otherwise, any engine, axle, gear box, clutch, generator, starter, battery and each and every part of a vehicle.

19.7 No alterations or qualification of these printed conditions shall be effective unless made writing and signed by each party or a duly authorised representative of each party.

19.8 A person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

19.9 These terms shall be governed by the laws of England the parties submit to the exclusive jurisdiction of the English courts.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Ford Retail Limited

183 – 187 South Liberty Lane
Ashton
Bristol
BS3 2TN

Originator's Identification Number

2	4	5	6	5	5
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FOR Ford Retail Ltd OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society.

Name(s) of Account Holder(s)

Bank/Building Society account number

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Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay Ford Retail Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Ford Retail Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Reference Number

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Banks and Building Societies may not accept Direct Debit Instructions from some types of account

DD11

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Ford Retail Ltd will notify you 7 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Ford Retail Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.