

Application form

SECTION 1

Name of customer _____

Is your business a: Plc Limited Company Sole Proprietorship Partnership Other

Trading Name & Address:

Post Code:

Buyer Contact:

Company Reg No:

Date of Incorporation:

VAT No:

Date Trading Commenced:

Nature of Business:

Contact Name for Payment:

Tel:

Fax:

Length of time at current trading address: _____

Are you part of a group of buying consortium? YES NO

If **YES** please confirm name and membership number: _____

Is the delivery address the same as the trading address? YES NO

If **NO** please confirm all delivery points on a separate page and return with this form.

SECTION 2

Bank Name and Address: _____

Bank Sort Code: _____ Account No: _____

Account name: _____

Method of payment: Cash Cheque BACS Debit card

Credit amount requested:

Credit terms requested: COD 7 Days 14 Days 28 Days

FOR OFFICE USE ONLY

Credit Limit Agreed: £ _____ Approved By _____

SECTION 3

To be completed by either sole proprietor / two members of a partnership /
any two directors of a limited company.

Name:

Position Held:

Date of Birth:

Residential Address:

Tel No:

Previous Home Address (if residing less than 1 year at current address):

Name:

Position Held:

Date of Birth:

Residential Address:

Tel No:

Previous Home Address (if residing less than 1 year at current address):

SECTION 4

To be completed by **all** applicants. Please supply details of two **independent** referees we may contact for the purpose of a trade reference.

Company Name:
Name:
Position Held:
Address:

Tel No:
Email address:

Company Name:
Name:
Position Held:
Address:

Tel No:
Email address:

SECTION 5 – AUTHORISATION & DECLARATION

- I/We confirm that we have read and understood the Terms and Conditions appended to this Wholesale Registration Form and, in consideration of being granted a credit facility by Eagle Foods Ltd, I/We agree that the Customer shall be bound by the said Terms and Conditions.
- I/We understand that, for the purposes of credit assessment, reassessment, debt collection, tracing and prevention of fraudulent activity, credit checks will be undertaken about this application by Eagle Foods Ltd and I/we hereby agree to Eagle Foods Ltd undertaking such checks.
- I/We confirm that the information contained in this Wholesale Registration Form to be accurate and correct as at the date below and undertake to notify Eagle Foods Ltd in writing of any subsequent amendments thereafter.
- I/We consent to my/our bank(s) providing an opinion on me/us to Eagle Foods Ltd for the purposes of establishing credit facilities.
- I/We understand that any credit facility offered by Eagle Foods Ltd may be withdrawn if payment not made pursuant to the appended Term and Conditions or any imposed credit limit is exceeded.

Signed _____ Director _____

Print Name _____ Date _____

SECTION 6 - GUARANTEE AND INDEMNITY

To be completed by at least one director of a limited company (including limited liability partnerships).

- 1.1. This Guarantee and Indemnity is provided to the Supplier, which expression shall include its successors and assigns.
- 1.2. References to the "Customer's Obligations" are to all liabilities and obligations which the Customer may incur now or at any time in connection with the provision by the Supplier of goods and/or services to the Customer on credit (including any liabilities and obligations which exist at the date of this Application by virtue of business conducted between the Supplier and the Customer prior to the date hereof) and include without limitation any goods and/or services from time to time supplied to the Customer in excess of the Customer's given credit limit, at the discretion of the Supplier.
- 1.3. References to the "Credit Facility" are to the agreement by the Supplier to provide goods and/or services to the Customer on credit pursuant to this Wholesale Registration Form.
- 1.4. For the avoidance of doubt the consideration for the existing obligations and liabilities of the Supplier being covered by this guarantee is the grant of the Credit Facility.
2. In consideration of the provision of the Credit Facility, I the undersigned, or, where this Guarantee and Indemnity is signed by more than one director, We the undersigned jointly and severally, hereby:
 - 2.1. Warrant and agree that I am/We are a director/directors of the Customer;
 - 2.2. guarantee that immediately on demand by the Supplier I/We shall pay all of the Customer's Obligations due and owing to the Supplier;
 - 2.3. warrant and undertake that I/We will take all necessary action directly or indirectly to perform the Customer's Obligations;
 - 2.4. agree to indemnify the Supplier and keep the Supplier indemnified against all and any loss resulting from or arising in respect of the Credit Facility and/or any breach of the Customer's Obligations and will pay such loss to the Supplier immediately on demand; and
- 2.5. indemnify the Supplier in respect of all costs and expenses the Supplier shall have incurred in enforcing this Guarantee and Indemnity.
3. This Guarantee and Indemnity will not be affected by:
 - 3.1. any variation in respect of the Credit Facility, including without limitation the amount of credit provided, and whether or not I/We have consented to that variation;
 - 3.2. any other security, guarantee or indemnity taken by the Supplier in respect of the Customer's Obligations;
 - 3.3. any time or concession or indulgence given to the Customer;
 - 3.4. any compromise with or settlement with or arrangement or composition or agreement to release or not to sue the Customer or any other guarantor or indemnifier;
 - 3.5. the impairment of any security taken in respect of the Credit Facility or the failure to realise or to enforce any such security or the failure to take any such security;
 - 3.6. the insolvency of the Customer; or
 - 3.7. any unenforceability in respect of the Customer's Obligations against the Customer.
4. I/We understand and accept that this Guarantee and Indemnity shall be my/our primary obligation and shall be unconditional and shall not be co-extensive with the liability of any other person or entity.
5. I/We consent to the Supplier carrying out credit searches against my/our personal file(s) as detailed in the panel above headed 'Section 5 – Authorisation & Declaration'.
6. I/We understand that I/We should take independent legal advice before signing this Guarantee and Indemnity and understand that I/We should sign only if I/We want to be legally bound by the terms of this Guarantee and Indemnity.

Signed _____ Print name _____

Signed _____ Print name _____

Date _____