

ACCOUNT APPLICATION FORM

TYPE OF ACCOUNT REQUIRED: Cash ☐ Credit ☐ (Subject to Satisfactory Credit Checks)
(Please Tick)

Estimated Amount of Credit Required Monthly: VAT Number:

COMPANY NAME / TRADING TITLE:

(Limited Company only)

TYPE OF BUSINESS: Sole Trader ☐ Partnership ☐ Limited ☐

Company Registration Number: INDUSTRY TYPE:

COMPANY INFORMATION

REGISTERED OFFICE / HOME ADDRESS

POSTCODE: TEL: EMAIL:

INVOICE ADDRESS

DELIVERY ADDRESS

(only applicable if different from invoice address)

POSTCODE: POSTCODE:

DO YOU REQUIRE PURCHASE ORDER ON INVOICES?
(If so, please provide an example of the format*)

YES ☐ NO ☐ *Example

CONTACT INFORMATION

DIRECTORS / PROPRIETORS

1.

2.

TEL: MOBILE: EMAIL:

ACCOUNTS PAYABLE MANAGER

NAME:

TEL: EMAIL:

(Invoice email address)

BANKING INFORMATION

BANK NAME:

ACCOUNT NUMBER: SORT CODE: - -

*I authorise MIS to obtain a consumer credit report *Signature

OUR TERMS & CONDITIONS

ACCOUNTS ARE SUBJECT TO OUR **TERMS & CONDITIONS**

Full Terms & Conditions can be found on the back of this document or online at,
www.macgregorsupplies.co.uk/terms-conditions/

Please see our privacy notice for a full explanation on how we use your data. Available at www.macgregorsupplies.co.uk/privacy-policy/

- ☐ **GET THE LATEST EXCLUSIVE SAVINGS, SPECIAL OFFERS, PROMOTIONS, NEWS AND EVENTS.**
☐ Tick this box if you would like to opt in to an online e-store account with **24/hour access** linked to your customer account.

I/we confirm the information provided is true and accurate and we have read, understood and accepted the Terms & Conditions.

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8. CREDIT ACCOUNTS

8.1 Credit accounts ("Credit Accounts") with the Seller for use by the Buyer may be opened at the sole discretion of the Seller.

8.2 Where a Credit Account has been agreed the Seller may in its absolute discretion set and alter the Buyer's credit limit and payment terms and the Seller reserves the right not to deliver the Goods if the price thereof increases the amount owed by the Buyer to the Seller beyond the Buyer's credit limit.

9. PAYMENT

9.1 Where no Credit Account has been agreed by the Seller the Goods will not be delivered until the Seller is paid the amount shown on the invoice relating to the Goods.

9.2 Where a Credit Account has been agreed the following provisions will apply:

9.2.1 Subject to any special terms agreed in writing between the parties, the Seller may invoice the Buyer for the Price on or at any time after delivery of the Goods or performance of the Service, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller may invoice the Buyer for the Price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

9.2.2 The Buyer shall pay the Price within 30 days of the end of the month in which the Seller's invoice is dated, and the Seller shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and the property in any goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

9.2.3. If the Buyer fails to make any payment on any due date then, without prejudice to any other right or remedy available to the Seller, the Seller may:

9.2.3.1. suspend or cancel the Contract or any other contract between the Parties or suspend any further deliveries to the Buyer;

9.2.3.2. appropriate any payment made by the Buyer to such of the Goods (or goods or services supplied under any other contract between the Parties) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and/or

9.2.3.3. charge the Buyer interest (both before and after any judgment) on any amount unpaid, at the lesser of (a) the rate of 4 per cent per annum above Bank of Scotland plc base rate from time to time, or (b) the maximum rate allowable by applicable law, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

9.2.3.4

In addition if the buyer defaults on payment the seller reserves the right to place that matter into the hands of their debt recovery agents, without prior warning in writing, and shall be entitled to a full reimbursement of any fees or disbursements paid to the debit recovery agent to aid the recovery of monies outstanding to the Seller.

9.3 Any payment made by credit card not exceeding a value as notified at the point of sale will incur a charge intimated at the point of sale.

12. TERMINATION

12.1 The Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer by providing notice in writing to the Buyer if:

12.1.1. the Buyer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

12.1.2. a receiver is appointed, to any of the property or assets of the Buyer;

12.1.3. the Buyer ceases, or threatens to cease, to carrying on of business; or

12.1.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer

accordingly.

12.2. If Condition 12.1 applies and the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12.3. Termination of this Agreement pursuant to Condition 9.2.3.1 or 12.1 will be without prejudice to any other claims, rights or remedies of the Seller under the Contract or by law or equity, including claims for loss or damage. No termination of the Contract will relieve the parties of any unfulfilled obligation or liability that was incurred by such party pursuant to the Contract prior to such termination. All claims, rights and remedies of Seller under the Contract or at law or in equity will be cumulative and not exclusive.

15. GENERAL

15.1 The Buyer may not assign the Contract in whole or in part without the prior consent in writing of the Seller.

15.2 The Seller will be entitled to assign, novate or sub-contract all of the Contract or any part thereof.

15.3 Failure by the Seller to enforce any of the Contract Terms will not be construed as a waiver of any of its rights hereunder.

15.4 The Law of Scotland shall apply to the Contract and parties agree to submit to the exclusive jurisdiction of the Scottish Courts in respect of all matters arising from the Contract.

15.5 The legal construction of these clauses shall not be affected by their headings which are for reference only.

15.6 On purchasing a John Deere product from Macgregor Industrial Supplies, the Buyers personal data, may be passed onto John Deere and their respective service providers for the purpose of marketing products and services of any kind offered by John Deere from time to time. This may include the transfer to and processing of this data for such purpose by John Deere companies located outside the EEA..

16. INTERPRETATION

In the foregoing terms and conditions of sale:

"Buyer" means the person either (i) purchasing the Goods from the Seller; or (ii) who accepts a from the Seller; or (iii) whose order is accepted by the Seller.

"Seller" means MacGregor Industrial Supplies Limited (registered number SC173566) and having their registered office at 15-17 Henderson Road, Inverness IV1 1SN and also includes any parent company, subsidiary company or associated company.

ACCOUNTS ARE SUBJECT TO OUR **TERMS & CONDITIONS**

Full Terms & Conditions online at,
www.macgregorsupplies.co.uk/terms-conditions/

Please sign to confirm you have read and accepted our Terms & Conditions.

*Name and Surname (please write in block capitals)

*Position

*Signature

*Date

APPLICATION FORM

CREDIT REFERENCES

CREDIT REFERENCE 1.

COMPANY NAME:

CONTACT NAME:

TEL:

EMAIL:

I authorise this company to share my information for the purpose of a trade reference*Signature*

CREDIT REFERENCE 2.

COMPANY NAME:

CONTACT NAME:

TEL:

EMAIL:

I authorise this company to share my information for the purpose of a trade reference*Signature*

DIRECT DEBIT

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT.

Originators Identification Number: 808898

NAME(S) OF ACCOUNT HOLDER(S)

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY

Please pay MacGregor Industrial Supplies 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 MacGregor Industrial Supplies Ltd, and if so, details will be passed electronically to my Bank / Building Society.

REFERENCE NUMBER (MIS USE ONLY)

Signature*Signature***Date***Date*

BANK / BUILDING SOCIETY ACCOUNT NUMBER

SORT CODE

NAME AND FULL POSTAGE ADDRESS OF THE BANK/BUILDING SOCIETY.

NAME:

ADDRESS:

POSTCODE:

The Direct Debit Guarantee - to be detached and retained by the payer

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 our own Bank or Building Society.

If the amount to be paid or the payment dates change, MacGregor Industrial Supplies Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.

If an error is made by MacGregor Industrial Supplies Ltd, or by your own Bank or Building Society, you are guaranteed a full and immediate refund from your branch or 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.

