



H. Murphy & Co. (Enniscorthy) Ltd.,  
Millpark Road,  
Enniscorthy,  
Co. Wexford.

Phone: (053) 9233152  
Fax: (053) 9233974  
Vat No: IE 8/G/98155F

### APPLICATION FORM FOR AN ONLINE ORDERING ACCOUNT

We will require the below from you to open an account:

- Photographic Identification, passport or drivers licence
- Utility Bill of Home Address & Business

### PLEASE FILL IN THE BELOW USING BLOCK CAPITAL LETTERS

Full Legal Title & Trading As: \_\_\_\_\_

Sole Trader  Partnership  Limited Company

Proprietor: \_\_\_\_\_ Leasehold  Freehold

Company Registration No: \_\_\_\_\_

Terms: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

Payment Method: Direct Debit  BACS  Cash

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Business Type: \_\_\_\_\_

Home Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

How long has the business been trading: \_\_\_\_\_

**TRADE REFERENCES**

I/We give H. Murphy's (E) & Co. permission to contact the below bank and trade source referees at any time that is convenient to them.

**Referee One**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Connection to the business: \_\_\_\_\_

**Referee Two**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Connection to the business: \_\_\_\_\_

**INFORMATION FOR ONLINE ACCOUNT**

How many account users do you need: \_\_\_\_\_

Name of user 1: \_\_\_\_\_

Email of user 1: \_\_\_\_\_

Please tick what access user 1 needs on their account:

Account Enquiry

Ledger Enquiry

Invoice Request

Request Statement Reprint

Request Current Statement

Allow Order Placement

Name of user 2: \_\_\_\_\_

Email of user 2: \_\_\_\_\_

Please tick what access user 2 needs on their account:

Account Enquiry

Ledger Enquiry

Invoice Request

Request Statement Reprint

Request Current Statement

Allow Order Placement

If you require more than 2 account users then please add the information for the additional users to a separate page.

The login details for each user will be sent directly to them once their account had been set up. If you require us to send this login information to an additional individual within your business please supply their email address below:

Email: \_\_\_\_\_

### **CONTACT FOR PAYMENT**

Name: \_\_\_\_\_

Position in Business: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **DETAILS OF OWNER/PARTNER/DIRECTORS**

We have read your conditions of sale (including the retention of title clause) and agree to trade in accordance with these for any goods supplied. We have retained a copy of your conditions of sale for our own records. We accept that title to all goods supplied to us will remain vested in H. Murphy & Co. (E) Ltd. until all amounts outstanding from us on any account have been paid in full to H. Murphy & Co. (E) Ltd.

I/We also agree to comply with your settlement terms (specified within your conditions of sale).

### **SIGNATURE 1**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### **SIGNATURE 2**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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**\* For office use only \***

Representative's Signature: \_\_\_\_\_

Directors Signature: \_\_\_\_\_

Payment terms: \_\_\_\_\_

\_\_\_\_\_

Sales/Region: \_\_\_\_\_

Account Number: \_\_\_\_\_

Online ordering account setup & login details sent: \_\_\_\_\_ Date: \_\_\_\_\_

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## **CONDITIONS OF SALE**

### **GENERAL:**

1. H. Murphy & Co. (E) Ltd. shall sell and the Buyer shall purchase the Goods in accordance with the order subject to these conditions, which shall apply to the exclusion of any other terms & conditions.
2. H. Murphy & Co. (E) Ltd. employees or agents are not authorised to make any representations or give any advice or recommendations concerning the goods except where confirmed by H. Murphy & Co. (E) Ltd. in writing.
3. Orders given to representatives are subject to acceptance at head office. H. Murphy & Co. (E) Ltd. will use reasonable endeavours to supply the orders placed, but will not be liable for any failure to do so arising from causes beyond its control. H. Murphy & Co. (E) Ltd. also reserve the right to suspend delivery in the event of its accounts not being paid to terms.
4. All orders are subject to the availability of stock.
5. Change of ownership must be notified within four weeks otherwise you will be open to liability for goods purchased on your account.

### **PRICE & PAYMENT:**

(In the below text the seller referred to is H. Murphy & Co. (E) Ltd.)

1. The price of goods shall be the price listed in the sellers published price list current at the date of delivery.
2. The goods shall remain the property of the seller until paid for in full by the buyer and if the goods are sold before the seller has been paid for in full the buyer shall hold the proceeds of sale on trust.
3. If payment is overdue in whole or part, the seller may recover or recall the goods and may enter upon the buyers premises where the goods are stored for that purpose.

4. Buyers to whom credit facilities have been granted must settle accounts as per the conditions stipulated when opening their accounts. In the event of any account remaining unpaid after its due date for payment then payment of all goods delivered at any time shall forthwith become due.
5. The right is reserved to withdraw or refuse credit terms at the sellers' absolute discretion without assigning any reason therefor.
6. H. Murphy & Co. (E) Ltd. reserve the right to charge interest at 10% accumulated per overdue balance and any legal costs incurred.

## **DELIVERY:**

1. Unless otherwise agreed in writing, delivery of the goods shall take place at the buyer's place of business.
2. Any dates specified by the seller for delivery of the goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
3. The seller shall be entitled to invoice the buyer for the price of goods on or at any time after delivery.
4. The buyer shall not be entitled to reject any delivery of goods solely by reason of short orders.
5. If for any reason the buyer fails to accept delivery of any of the goods when they are ready for delivery, or the seller is unable to deliver the goods on time because the buyer hasn't provided appropriate instructions, documents, licenses of authorisations:
  - Risk in the goods shall pass to the buyer
  - The goods shall be deemed to have been delivered; and
  - The seller may store the goods until delivery, whereupon the buyer shall be liable for all related costs and expenses

## **DAMAGE & CLAIMS:**

1. Risk of damage to or loss of the goods shall pass to the buyer on delivery.
2. All goods must be examined on receipt and any shortage or damage noted on our delivery notes. Delivery breakages should be returned via our own delivery staff.
3. Any claim by the buyer, which is based on any defect, shall (whether or not delivery was refused) be notified to the seller within 7 days from delivery. If delivery is not refused, and the customer doesn't notify the seller accordingly, the buyer shall not be entitled to reject the goods and the seller shall have no liability for such defect.
4. Damaged goods must be retained for inspection.
5. Parties agree that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute.

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_