



R O M E R I L S
ACCOUNT APPLICATION FORM

Title..... Forename(s)..... Surname.....

Account Name.....

Address in Full

.....

Postcode

Tel No..... Fax No..... Mob No.....

Email..... Website.....

Profession / Nature of business: Anticipated Monthly Spend £.....

Employers Details (if applicable)

Employers Full Name & Address.....

.....

.....Postcode

Tel No..... Fax No..... Mob No.....

Bank Details

Bank's Full Name & Address.....

.....Postcode.....

Sort Code...../...../..... Bank Account No.....

Credit References

We will be able to process your application more speedily if, in the space below, you provide us with the names and addresses of two business establishments (preferably local) where you already enjoy credit facilities or the names and addresses of two persons who would be prepared to vouch for your credit worthiness.

1. Full Name & Address..... 2. Full Name & Address.....

.....

.....

.....Postcode..... Postcode.....

Tel No..... Fax No..... Tel No..... Fax No.....

Please Note

This is an application for a strictly monthly settlement account and should credit facilities be granted, we would expect the account to be settled promptly. Please read our terms and conditions that are enclosed, which you agree to on signing of this application form.

Standard Terms & Conditions of Sale

1. Definitions

- 1.1 "Buyer" Means the person who buys or agrees to buy the goods from the Seller and where the context so admits, their servants and agents.
- 1.2 "Conditions" Means the terms and conditions of sale set out in this document.
- 1.3 "Goods" Means the articles which the Buyer agrees to buy from the Seller.
- 1.4 "Price" Means the price of the goods
- 1.5 "Seller" Means B G Romeril & Company Limited trading as Romerils and, where the context so admits, their servants and agents.
- 1.6 "Data Protection Schedule" Means the schedule attached to these terms and conditions

2. Conditions Applicable

These conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions, which the Buyer may purport to reply on. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

Any variation of these Conditions shall not be applicable unless agreed, in advance, in writing by the Seller.

3. Price and Payment

The Price of the Goods shall be the Seller's published or quoted price. The Seller reserves the right to adjust the price of the Goods at the time of delivery to (a) take account of any increase in costs suffered by the Seller after the acceptance of the order or (b) cover any costs incurred by and during the manufacture, receipt, delivery or carriage of the Goods including, inter alia delivery of Goods outside working hours, at weekends or on Bank Holidays.

Unless the sale is for cash or where alternative credit terms have been agreed in writing by the Seller, all accounts are due for payment by the last day of the month following the month in which the goods were purchased.

The company reserves the right to charge interest on overdue invoices. This shall accrue from the date upon which payment became due until the date of payment at a rate of 2% above National Westminster Bank Plc's base rate from time to time in force.

If the Buyer fails to make any payment on the date due then without prejudice to any of the Seller's other rights the Seller may;

- (a) suspend or cancel deliveries of any articles due to the buyer; and/or
- (b) appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

4. The Goods

The Seller may from time to time make changes in the specification of the Goods which are required in order to comply with any applicable safety or statutory requirements and which do not materially affect the quality or fitness for purposes of the Goods.

5. Delivery

The Seller shall not be liable for any loss or damage whatever due to the failure by the Seller to deliver the Goods (or any of them) promptly or at all.

All Goods delivered must be inspected immediately by the buyer. The Buyer must provide written notice within three (3) working days of delivery of the Goods, of any error, claim shortage or damage to the Goods. In the absence of such written notice within the time period agreed, the Buyer will be deemed to have accepted the Goods and the Goods will be deemed to have been delivered in accordance with the delivery documents.

The Seller's liability for late delivered, shortage, damaged or incorrect Goods shall never exceed the provision of any Goods not delivered or the replacement or repair of the damaged Goods.

6. Title and Risk

The Goods shall be at the Buyer's risk as from delivery.

In spite of delivery having been made, title in the Goods shall not pass from the Seller or his agent or any other third party.

- (a) the Buyer shall have paid the Price in full: and
- (b) no other sum whatsoever shall be due from the Buyer to the Seller.

Until title in the Goods passes to the Buyer in accordance with Clause 6(b) above, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods at his own costs separately from all other goods in its possession and ensure that the Goods are marked in such a manner that they are clearly identifiable as the Seller's property.

Notwithstanding the terms above, the Buyer may use the Goods at its liability in the event of damage thereto.

Installation and fixing of goods by the client or any appointed contractor shall be deemed as acceptance of the products supplied by the seller. The Seller shall at any time recover any and all Goods in which it has title. The Buyer warrants to allow the Seller access at all reasonable times with such transport as is required to the Buyer's premises (or those under the Buyer's control) in order to receive the Goods.

7. Non Payment/Insolvency

Should the Buyer fail to pay for the goods within thirty (30) days the Seller reserves the right to:

- a) Cancel or suspend any further deliveries to the buyer under any contract
- b) Sell or otherwise dispose of any Goods which are the subject of any contract with the buyer and have not been paid for
- c) Recover payment by way of debt collection, court action or other legal means

8. Seller's Responsibility

This Clause covers only defects in Goods supplied by the Seller caused by faulty manufacture, materials or workmanship or failure to comply with any specification agreed to by the Seller. It does not cover defects caused by abnormal use, misuse, neglect or negligence on the part of the Buyer or any other third party.

9. General

The Seller shall be under no liability for any delay, loss or damage suffered by reason of any cause beyond the Seller's reasonable control. The Seller's failure or omission to insist upon the enforcement of any of the terms and conditions of this Contract shall not be construed as any waiver of such terms or conditions and in no way shall affect the Seller's right to enforce the same or such of the terms and conditions.

The Contract shall be governed and construed exclusively in accordance with the Laws of the Island of Jersey.

10. Returns and Refunds

- 10.1 The Seller will only accept goods for refund if they are returned in a wholly saleable condition. The Seller retains the right to refuse a refund, if in his opinion, solely, the goods are not returned in a saleable condition.
- 10.2 The Seller reserves the right to apply a handling fee at a rate that the Seller, in his absolute discretion, deems appropriate.
- 10.3 The Seller reserves the right not to refund any product ordered especially for the buyer. The Seller will only furnish the Buyer with a refund if goods are returned within six months of the original date of purchase.

To safeguard your own interests and in an effort to eliminate the possibility of materials being obtained fraudulently, we can offer you the option of having your account flagged so that materials can only be supplied on receipt of a written order. If you would like to use this facility, please tick box provided below.

Signature.....

Date.....

Print Name

I hereby instruct you to supply materials against the above account only on receipt of a written order.

Please return this completed form and the signed Data Protection Schedule to :

**Steve Jewell - Managing Director,
Romerils, Dumaresq Street, St. Helier, JE1 3UT**

Romerils preferred method of sending statements and invoices is via email. This system not only proves to be more efficient but also more eco-friendly. Please ensure that you have filled in the top sheet with the relevant email address. Should you wish to opt out of this system tick the box below.

Tick this box if you would prefer the postal method

FOR OFFICE USE ONLY

Application received:

Application approved:

Credit reference(s) requested:

Terms:

Bank reference requested:

Data Protection Schedule

DEFINITIONS

Data Protection Law means (i) unless and until the Data Protection (Jersey) Law 2005 and once in force the Data Protection (Jersey) Law 2018 and associated regulations and orders, as amended or updated from time to time, cease to be in force in Jersey and then (ii) any successor law to the Data Protection (Jersey) Law 2018.

All words and phrases used in this Data Protection Schedule that are defined in the Data Protection Law shall have the same meaning as in such Data Protection Law.

1. DATA PROTECTION

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Law. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Law.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Law, B G Romeril & Company Limited is the **Data Controller** and you are the **Data Subject**.
- 1.3 Without prejudice to the generality of clause 1.1, we will ensure that we have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to any third party processor for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1, we shall, in relation to any Personal Data to you processed in connection with the performance by us of our obligations:
 - (a) process that Personal Data only on your written consent unless otherwise required by the laws of Jersey, the United Kingdom or of any member of the European Union to process Personal Data (**Applicable Laws**). Where we are relying upon an Applicable Law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from notifying you;
 - (b) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us;
 - (c) ensure that all employees and personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

- (d) not transfer any Personal Data outside of Jersey, the United Kingdom or the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) we have provided appropriate safeguards in relation to the transfer;
 - (ii) you have enforceable rights and effective legal remedies;
 - (iii) we comply with our obligations under the Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) we comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
- (e) to respond, as your cost, to a Data Subject request from you, to the extent required and subject to compliance with, our obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify you without undue delay on becoming aware of a Personal Data breach;
- (g) at your written direction, delete or return Personal Data and copies thereof to you at the end of the provision of services unless required by an Applicable Law, by our insurer or any regulatory body to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate our compliance with this schedule.

1.5 You consent to us appointing our IT service provider, as a third-party processor of Personal Data. We confirm that we have entered or (as the case may be) will enter with the third-party processor a written agreement substantially on that third party's standard terms of business which, include protection of data provision in compliance with the Data Protection Law. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this schedule.

1.6 We may, at any time on not less than 30 days' notice, revise this schedule by replacing it with any applicable new controller to processor standard clauses or similar terms and if we do so, we will require you to sign a copy of the revised schedule to enable us to continue to provide our services to you.

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 Signed for and on behalf B G Romeril & Company Limited
 Date: _____

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 Signed [by/for and on behalf of] [client name]
 Date: _____