

## **MEMBERSHIP APPLICATION FORM**

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## **GAINSMORE LTD TERMS OF TRADING**

- Gainsmore Ltd (The Company) shall arrange for the member to trade as a Gainsmore member subject to the terms and conditions laid down by the Company.
- 2. A non-refundable Administration fee of £15.00 + vat may apply under certain circumstance at the sole discretion of the Company.
- 3. The Company shall negotiate preferential terms with suppliers on behalf of its members.
- 4. The Company will receive accounts from suppliers for goods ordered by members and will settle same but this is subject to the members complying with, and not being in breach of, this agreement and /or any subsequent amendments.
- 5. The Company shall supply each member with an individual monthly statement of monies owing to Gainsmore Ltd.
- 6. The member agrees to make payment to the Company via direct debit on 20<sup>th</sup> of each month.
- 7. Any discount shown on the statement is allowed at the sole discretion of the company and will only be due to the member when settlement is made in full by the 20<sup>th</sup> of each month.
- 8. A direct debit that is refused by your bankers will incur a £15.00 charge plus a levy of 5% on the outstanding account (minimum charge of £25.00) 5% monthly will continue to be charged on any outstanding balance until the account is cleared.
- 9. In any case where a direct debit that is refused by your bankers, discount shown on the statement will no longer be due to the member. Any amount that is claimed by the member will remain on the account as an outstanding balance subject to the 5% monthly charge in Clause 8.
- 10. The Company makes no warranty as to the quality nor fitness for purpose of any goods for resale or otherwise or services as offered by the organisations and individuals who are part of the supplier database. Any agreements or arrangements made between you and any third party named are at your sole risk and responsibility.
- 11. The member agrees to abide by the terms and conditions of supply of each supplier from whom goods are ordered.
- 12. All goods to remain the property of the Company until payment is received in full.
- 13. The Company reserves the right to suspend the trading through Gainsmore Ltd of any member without cause or reason. The Company shall be under no obligation to procure delivery of goods ordered but not supplied at the date of suspension.
- 14. Any closed or suspended account that has purchased goods on extended credit with any Gainsmore Ltd supplier, agrees that invoices for these goods become immediately due for payment at the time of the closure or suspension of the account.
- 15. It is accepted that any litigation between the Company and the Member for the purposes of this agreement the County Court having jurisdiction for any disputes arising from this agreement or for contracts entered into pursuant to this agreement will be Neath & Port Talbot.
- 16. The Company reserves the right to alter terms and/or conditions of this agreement on giving the members one month's written notice of its intention to do so.
- 17. Cancellation of this agreement by member requires one (1) months written notice to the Company. On the date of giving such notice, no further orders are to be placed by the member via the Gainsmore Ltd account.
- 18. All information held by the Company will be used for the purposes registered under the current Data Protection Act, including general business purposes and making credit decisions. The Company will also use the information to send/inform you of products or services that we think may be of interest to you.
- 19. Acceptance of the rules is a condition of trading with Gainsmore Ltd.

Gainsmore Limited, 17 -18 London Road, Neath, West Glamorgan, SA11 1LE. Telephone: 01639 634257 Fax: 01639 637404

Gainsmore Limited Registered in England & Wales Company No: 06224420 Registered Offices: 17 -18 London Road, Neath, West Glamorgan, SA11 1LE VAT Reg: 909 6293 94