

**FEBLAND GROUP LTD**Ashworth Road,  
Blackpool, Lancs.  
FY4 4UN  
**01253 600600**Trading Account Application Form  
E: [sarah@febland.co.uk](mailto:sarah@febland.co.uk) Fax 01253 792211**Company Details [invoices/statements etc will be issued to this address unless requested otherwise in writing]**

Full Registered Name:		Date of Incorporation:	
Trading Name:		Registration Number:	
Trading Address:		VAT Number:	
		Company Type:	Limited <input type="checkbox"/>
			Plc <input type="checkbox"/>
			Partnership <input type="checkbox"/>
Post Code:			Sole Trader <input type="checkbox"/>

Principle Trading Style: Retail Outlet  Interior Designer (eg. homebased)   
 Contract (e.g. Bar)  ~~Internet Retailer~~ Currently not accepting further internet retail accounts

**Names and home addresses of the business owners**

Name:		Name:	
Home Address:		Home Address:	
D.O.B		D.O.B	
Post Code:		Post Code:	

**Letterhead**Copy of Company letterhead attached? YES  NO **Contact Details**

Telephone:		Web Site:	
Managing Director:		Email:	
Finance Director:		Email:	
Purchasing:		Email:	
A/C's Payable:		Email:	

**Account requirements**

Type of Account requested:	Cash with Order <input type="checkbox"/> Proforma <input type="checkbox"/> [Orders work on a cash on delivery basis and we charge carriage for all orders]
Payment Method:	Cash / Business Cheque <input type="checkbox"/> Visa/Access Debit Card <input type="checkbox"/> BAC's <input type="checkbox"/>

**GDPR: I understand the General Data Protection Regulations and wish to OPT-IN  OPT-OUT  of emails from Febland Group Ltd (full details on febland.co.uk)****Previous Trading Experience**

Have you, any parent or subsidiary company, previously traded with Febland Group Ltd before in any other capacity?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Account Name:	Account Number:
Do any of your directors hold other directorships? If yes please attach details	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever filed for bankruptcy or been disqualified as a director? If yes, please attach details	YES <input type="checkbox"/> NO <input type="checkbox"/>

**Acceptance of Terms**

All sales of products and services by Febland Group Ltd to the applicant will be subject to Febland Group Ltd's standard terms and conditions in force at the time of order.

I CONFIRM : That I have read and understood the terms and conditions and am authorised to sign and accept the Terms.  
That we agree to your payment terms.

Authorised Signature:		Position:	
Print Name:		Date:	
Office Use:			
Region Code:	Area Rep Code:	Account No:	
Febland Auth:		Date:	

# **FEBLAND GROUP LIMITED - TERMS AND CONDITIONS**

## **GENERAL**

- Febland Group Ltd supply to trade customers only - we require evidence of business trading prior to any supply to new customers. We reserve the right to reject any application that does not meet our criteria and to withdraw the supply to any customer at our discretion.
- Customers must make Febland Group Ltd aware if their business trading name and the registered account business name differ in any way.
- Under no circumstances shall Febland Group Ltd be liable for loss of profit or any other economic loss.
- Unless otherwise expressly stated the goods are not sold as being suitable for any particular purpose.
- It is the responsibility of the buyer before displaying, using, or reselling the goods for any such purpose to carry out adequate tests to satisfy that all the goods are in all respects for such purpose, and will have no deleterious effect.

## **TERMS OF PAYMENT**

- We may require in full or in stage payments at or prior to delivery of the goods. Unless alternative agreement is made, payment shall be made on presentation of the invoice (these are nett terms - no discount allowed, and none should be taken).
- Cheques returned 'refer to drawer' will incur a £40 charge and future payments will only be accepted by card, BACS or cash.

## **DELIVERY**

- All prices quoted are "ex-works". Delivery costs to destinations are imposed on the ex-works price of goods supplied. Please contact your sales representative for carriage charge to your area. No charge for delivery applies for customers collecting directly from our warehouse. All goods must be checked, by the customer, on collection from the warehouse. No responsibility, under any circumstances, will be accepted by Febland Group Ltd for any damages or shortages on goods not checked on collection.
- Any stipulated dates or periods for the delivery are estimates only. We shall not be liable for any expenses direct, or indirect, consequential or contingent loss or damage however caused (whether by negligence of ourselves, our servants or agents or otherwise) arising from delay in delivery of any goods to the buyer. Such delay shall not give rise to the right of the buyer to treat the contract as repudiated or to reject the goods and we shall have such extra time as is deemed necessary to deliver the goods to the buyer.
- Failure by us to make any instalment or partial delivery shall not affect the contract for the balance of goods. We shall have the right to make partial or instalment deliveries of goods and the buyer shall accept such instalment or partial delivery. Each instalment or partial delivery shall for the purpose of payment be deemed to be a separate transaction and may be involved separately.

## **NORTHERN IRELAND POST BREXIT TERMS**

From 1 February 2021 all customers are required to provide an economic operators registration and identification (EORI) number. We cannot process your order without this. The EORI number will start with xi and can be obtained by all customers, whether you are vat registered or not.

## **REPUBLIC OF IRELAND POST BREXIT TERMS**

From 1 February 2021 all customers are required to provide an economic operators registration and identification (EORI) number. We cannot process your shipment without this. An EORI number can be obtained by all customers, whether you are vat registered or not. Deliveries to the republic of Ireland will now be treated as an export shipment from the United Kingdom. You, as the customer, will now be treating shipments from Febland Group Ltd as an import into the republic of Ireland and will therefore be responsible for all costs related to your shipment, including but not limited to all import duties, tariffs, taxes, administration costs and vat. We have details of UK shippers and will be happy to put them in touch with you to arrange shipments. If the unlikely situation occurs that you, the customer, are unable to clear your goods or accept your goods after they have been dispatched, then you will be liable for any storage and/or any costs associated with returning goods back to Febland Group Ltd as per our normal terms and conditions. The costs for goods being returned back to Febland Group Ltd are as follows: £30 per pallet or £10 per box, plus a further 20% restocking charge.

## **STOCK & PRICING**

- Febland Group Ltd reserves the right to change product prices or shipping costs at any time, including but not limited to, price increases and surcharges, if required. Price changes for any reason, including but not limited to shipping/delivery costs, take effect immediately upon notice which can be delivered by any means, including but not limited to, mailers, the Febland Group Ltd website, any other marketing platforms, emails, company terms and conditions, invoices, and order confirmations. In the event of a price change, this price change will also apply to any items on pre-order or backorder which are on the system but have not yet been delivered.
- Until goods are in stock, in our warehouse, and listed on our website, any lead times given are approximate. Shipping delays due to customs checks and various other factors can affect the delivery of goods.
- Many of our products are handmade or hand finished. This is how they are intended, and therefore small variations in finish are to be expected. For example, ceramic items can vary slightly in size and shape, as well as potentially contain firing marks, glaze bubbles or runs. Glass products can contain bubbles or have colour variation. These handmade effects are not faults, and will not be considered to be, with respect to customers wishing to return items to us.
- Stock information supplied is as accurate as possible. We do not recommend customers to sell/ take deposits on goods not in their possession. Febland Group Ltd will not accept any responsibility if goods become out of stock and we therefore cannot supply. The sale of goods not owned by the customer is entirely at their own risk.
- It is a condition of sale that the full amount of V.A.T. shall be paid at the same time as payment is made for the relative goods.
- Buyers standard conditions of purchase shall not apply unless specifically accepted in advance.
- No servant, agent or employee of ours has the authority or right to vary or modify any of these conditions nor has any such servant, agent, employee or any person have any authority to give or agree to any warranties or conditions or make any representations or promises on behalf of us in respect if the quality, fitness or other characteristics of any goods to be sold by us, to the buyer.

## **RETURNS POLICY**

- Please inform us of any damages or discrepancies on delivered goods within 3 days of receipt of goods. After this time Febland Group Ltd will accept no responsibility.
- Notification of damages/shortages must be given in writing, preferably with accompanying photographic evidence to mike@febland.co.uk.
- We will arrange collection and replacement, credit, or refund of any damaged goods only if in their original packing. Cartons must be ready for the driver to collect, along with the required customer services paperwork.
- Where possible, spare parts will be provided instead of entire replacement items.
- Collection of damaged goods will be at the discretion of Febland Group Ltd and must coincide with local deliveries.
- Only faulty or damaged goods can be returned.
- Febland Group Ltd reserve the right to refuse collection of goods if not packaged and labelled correctly.
- For orders delivered to UK addresses by Febland Group Ltd, which are then shipped overseas as arranged by customers, any goods must be returned to the UK address which Febland Group Ltd initially delivered to for any returns to be honoured.
- Febland Group Ltd reserve the right to void any unused credit notes after 18 months from the original issue date.

## **INTERNET SALES**

- As with all customers, proof of trade must be provided by online retailers before opening an account, Febland Group Ltd reserve the right to close or refuse purchasing accounts at any time. New applications from customers without retail or commercial premises, or selling from a residential address, may have their accounts refused.
- It is preferable that customers use their own imagery when marketing our products. Alternatively, unwatermarked photographs of stock items are available on the website, under permission of Febland Group Ltd.
- Furthermore, the Febland Group Ltd name, the product code numbers or descriptions, or any abbreviation or clear amendment of them, are not permitted to be used by retailers for advertising or marketing. Any customers found to be doing so will have their purchasing account closed immediately.
- Febland Group Ltd, own the copyright of the imagery, text, and design of the website. Customers found to be using any of these elements and promoting as their own, without prior permission with regards to imagery, will have their purchasing account closed immediately.
- As of 1st September 2021 for any new trade applications to Febland Group Ltd, we do not permit the sale or promotion of our products via multi retailer websites eBay and amazon, Etsy and others. Any new customers found to be using multi retailer websites to market our products will have their purchasing account closed immediately.
- Febland Group Ltd do not permit their imagery to be used on social media websites (Facebook, Twitter, Instagram etc). Social media should be used as a promotional tool for advertising a retailer's business only, using their own photos, and linking to their own website. Customers found to be arranging private sales, selling through Facebook stores only without having their own website or 'bricks and mortar' shop, or recommending "showrooming" (visiting retail shops to view the product, then returning to buy online) will have their account closed.
- All Febland Group Ltd online retail customers must have their postal address and contact telephone number clearly visible on their website.
- Online retailers are not permitted to stimulate the sale of Febland Group Ltd products in a manner that could be considered to negatively impact or damage the reputation of febland group ltd, or their products. This includes the use of automatic repricing software.
- Febland Group Ltd products are not permitted for sale via customers' websites promoting overly regular/unrealistic "flash sale" events and discount code promotions.
- Online retailers selling returned, damaged or faulty Febland Group Ltd products, whether via a clearance section of their website or not, must clearly indicate this in the product category page as well as the individual product page.

## **WARRANTY**

The warranty only applies to the original buyer. The period of warranty is 90 days effective from our invoice date. This warranty is in lieu of and excludes all other expressed implied warranties of merchantability or fitness for any particular use. Under no circumstances shall Febland Group Ltd be liable for an incidental or consequential damage or loss. Labour and related expenses to install replacement goods are not covered by this warranty. Febland Group Limited responsibility for transportation under this warranty is limited to carriage for the delivery of repaired units via the cheapest method to the purchaser in England, Scotland, or Wales only. Febland Group Limited will not be responsible for repair of units that have been subject to abuse, misuse, alteration, accident, or negligent use, nor for the repairs made by an unauthorized person or with goods other than those provided by the Febland Group Limited.