



Wynnstay (Agricultural Supplies) Limited

Eagle House, Llansantffraid

Powys, SY22 6AQ

Telephone : 01691 828512

Fax : 01691 828938

Email : accounts@wynnstay.co.uk

APPLICATION FOR TRADE CREDIT ACCOUNT

APPLICANT'S DETAILS

V2022-12

The applicant is the person or entity accepting full liability for settlement of debt. Please complete all required fields highlighted with a *.

Title* _____ Forename* _____ Middle _____
Surname* _____
Date of Birth± _____ Telephone* _____
Email _____ Mobile _____
Credit Limit Requested _____

± A required field Sole Trader and Partnership businesses

YOUR BUSINESS INFORMATION

The information you provide here will be used for account setup, account maintenance and credit checking for the provision of credit facilities.

Type of Business Entity: * Partnership ☐ Limited company ☐
Sole trader ☐ Limited Liability Partnership ☐

Trading Name* _____ Registration No. _____
Primary Business Activity _____ Acres Owned* _____ Tenant Acres* _____

Partner/Director Names (If more than 3, please continue on a separate piece of paper and attach to this application)

Title _____ Forename _____ Surname _____
Title _____ Forename _____ Surname _____
Title _____ Forename _____ Surname _____

PRIMARY BUSINESS/INVOICE ADDRESS

DELIVERY ADDRESS (If different from Invoice Address)

Primary Contact* _____ Primary Contact _____
Street1* _____ Street1 _____
Street2 _____ Street2 _____
Area _____ Area _____
Town/City* _____ Town/City _____
County* _____ County _____
Postcode* _____ Postcode _____
Telephone* _____ Telephone _____
Email _____ Email _____
Time at address: _____ If less than 2 years, please provide a previous address below:

PLEASE TURN OVER TO SIGN AND COMPLETE THE APPLICATION FORM

CONTINUED

YOUR BUSINESS INTERESTS

IS YOUR FARM ORGANIC? ☐

FARM ASSURED ☐

Dairy Cattle	_____	Breeding ewes	_____	Poultry Layers	_____	Game Birds	_____
Beef Cattle	_____	Fattened Lambs	_____	Poultry Broilers	_____		
Suckler Cows	_____	Breeding pigs	_____	Turkeys	_____	Horses	=====

ARABLE ☐ GRASS ☐ ROOTS ☐ PULSES ☐

CONTACT PREFERENCES

From time to time we contact our customers about offers and promotions that relate to their interests. Please indicate below how you want us to contact you.

	Post	Email	SMS
Send me marketing materials relating to my interests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tick if you require paper invoices/statements ☐
(If this box is unticked invoices/statements will be sent by email only)

Tick if you do not want on-line access to your account via our Portal ☐

We promise to ensure the information you provide is treated with respect, used appropriately and is protected by Wynnstay Group PLC's Data Protection Policy. For further details about how we use and protect your information, please read our privacy policy at www.wynnstay.co.uk/privacy-policy

SIGNATURE OF CONSENT

I, the named applicant, have completed this application in full and to the best of my knowledge. I am signing for and on behalf of the named business and all associated partners/directors. I understand and agree to the Terms and Conditions of overleaf and understand that you reserve the right to decline this application without stating a reason.

Signature: *

Date: *

OFFICE USE ONLY

Credit Limit	_____	Originating Salesperson/Store	_____	Account No.	_____
Authorised By	_____	Account Manager	_____	Opened By	_____
Date	_____	Sponsor	_____	Date	_____

TERMS AND CONDITIONS OF SALE

CUSTOMER TO RETAIN THIS COPY

1. INTERPRETATION

- 1.1 In these terms and conditions the following words or phrases shall bear the following meanings:

'Company' – Wynnstay (Agricultural Supplies) Ltd or any of its associated companies (part of Wynnstay Group Plc), joint ventures, representatives or agents.

'Customer' – the person, partnership or company being a customer of the 'Company' or his agent or authorised representative.

'Goods' – any product or services obtained from the Company by the Customer or his agent.

'Account' – means the Account maintained by the Company to record all sales transactions with the Customer.

'Credit' – the obtaining of any Goods where payment will be made at some time in the future.

2. CREDIT LIMIT

- 2.1 If the Customer's application is accepted, the Company will set a credit limit. The amount outstanding as owing to the Company may not exceed the credit limit set irrespective of whether any of the invoices are overdue for payment. The Company reserves the right to alter the credit limit at any time and at its discretion.
- 2.2 The credit limit may be reviewed from time to time or at the request of the Customer.
- 2.3 The Company may at any time and at the Company's discretion cancel, suspend, restrict or defer the Customer's right to obtain Goods on Credit.

3. STANDARD PAYMENT TERMS

- 3.1 The standard payment terms shall be that Goods will be due for payment no later than 19th of the month following the month of supply of Goods. Non-standard payment terms may be required for specific goods as notified at the time of sale.
- 3.2 The Company reserves the right to alter the standard payment terms from time to time.
- 3.3 The Company reserves the right to insist on payment by Direct Debit on any account.
- 3.4 Receipts for payments will not be issued unless specifically requested.
- 3.5 The Company reserves the right to charge interest on overdue amounts. Such interest will be charged daily at a rate of 5% per annum above the base lending rate for the time being of HSBC plc.
- 3.6 The Customer shall be liable to the Company for any charge incurred by the Company as a result of any non-payment or any payment being dishonoured including any legal costs incurred.
- 3.7 Notwithstanding the above provisions, the Company reserves the right to stop extending credit and to call for full payment of all outstanding amounts at any time.

4. INVOICING PROCEDURE

- 4.1 At the end of each month the Company will render an Invoice/Statement in respect of Goods supplied during that month with the exception of invoices requiring payment other than on the standard payment terms, which will be forwarded separately.
- 4.2 The minimum invoice amount for a credit transaction shall be £20.00 unless the account usage exceeds £125.00 per calendar month.

5. CREDIT CHARGE & PRICING

- 5.1 Prices invoiced will be those in ruling at the date of supply and a credit charge of 10% will be added to every Invoice/Statement.
- 5.2 Credit charge will be deductible providing payment is made by the due date.

6. DELIVERY

- 6.1 Whilst delivery dates are given by the Company in good faith based upon information available to the Company, such dates are not guaranteed and time for delivery shall not be made of the essence by notice, the Company accepts no liability for any delay in delivery, howsoever caused and the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss,

loss of profits or loss of business), costs, damages, charges or expenses as a result of any such delay.

- 6.2 No delay shall entitle the Customer to reject any such delivery or any further instalments or part of the order or to repudiate the contract or the order or any part thereof or to claim any damages or compensation in respect of any such delay.
- 6.3 Any shortage of delivery or damage to Goods must be notified to the Company in writing within 3 days of delivery. The liability of the Company shall be limited to the repair or replacement (at the Company's discretion) of damaged or non-delivered Goods providing notice is given as required by this condition.

7. PRICE

- 7.1 Unless otherwise agreed by the Company in writing, the price of the Goods shall be the price set out in the Company's published price list on the date of delivery.
- 7.2 The price of the goods shall be exclusive of any VAT.
- 7.3 The Company reserves the right by giving written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the reasonable control of the Company (including without limitation any increase in packaging, insurance, transportation costs, costs of labour, materials or other costs of manufacture, taxes, tariffs or import duties (where applicable) or changes in legislation or regulations) or any changes in delivery dates, quantities or specifications for the Goods which are requested by the Customer or any delay caused by failure of the Customer to give the Company adequate information or instructions.

8. ADVICE

- 8.1 Any advice given by an employee or agent of the Company is given in good faith and with reasonable care, however the Company accepts no liability for any loss, loss of profit or any other expense incurred as a result of the Customer following such advice.
- 8.2 Where the Customer requires advice it is strongly advised that the Customer obtains independent advice and/or make a request in writing to the Company for confirmed advice in writing.
- 8.3 No employee or agent of the Company has any authority to give any guarantee or make any statement or representation in relation to the Goods which is binding on either themselves or the Company.

9. TITLE & RISK

- 9.1 The risk in Goods supplied shall pass to the Customer on delivery to his premises, vehicle, agent or representative.
- 9.2 The ownership and property in the Goods shall remain with the Company until such time as the full amount payable in respect of the Goods and any other work or services in connection with which they were supplied, has been paid to the Company.
- 9.3 Until such time as the property in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 9.4 Where the Customer is a merchant and re-sells the goods in the normal course of its business, property shall pass immediately prior to property passing from the Customer to a third party. In that event, the Company shall be entitled to a lien on all money paid or goods transferred to the Customer by the third party by way of payment until all money owed the by the Customer has been paid to the Company.

10. SALE OR SUPPLY OF SEEDS

- 10.1 In addition to all other conditions contained herein the following conditions shall specifically apply to the sale of seeds.
- 10.2 All orders for the sale of seeds are accepted subject to availability. The Customer is put on notice that seeds are growing organisms and growth is subject to pests, disease and climatic conditions. The Company reserves the right in the event of market shortage to cancel any contract for sale of seeds without any liability to the Company or to apportion such supplies as become available amongst its customers at the Company's sole discretion. In the event that a particular variety of seed is unavailable the Company reserves the right to substitute a suitable alternative variety.
- 10.3 The Company reserves the right by giving notice to the Customer at any time before delivery of the seeds to increase the price of the seeds to reflect the result of the implementation of any legislation, directives,

regulations, or other relevant rules including, but without limitation, the grant of plant breeders' rights under the Plant Variety and Seeds Act 1964 or any change in the rate of royalty payable to the owner of such rights.

- 10.4 In respect of seeds supplied under the Trait Protection Scheme, the Company grants The British Society of Plant Breeders (BSPB) the right to monitor, collect and/or enforce payment of the appropriate Royalties, Farm Saved Seed Remuneration and/or Trait Fee from the Customer, as if BSPB had been named as a party to the Sale and Supply of Seeds to the Customer.
- 10.5 Seeds supplied by the Company will comply at the time of delivery with any United Kingdom Seeds Regulations from time to time in force. Any literature or other information or advice given by or on behalf of the Company is for guidance only and shall not form part of any order or contract. Such information or guidance does not constitute a representation or warranty. The Customer should satisfy himself that any seeds which he orders are of a variety and performance satisfactory for his requirements and any orders are placed at the Customer's own risk.
- 10.6 It is not a condition of sale, nor does the Company warrant that any seed sold by it, shall be free from latent defects and the Company shall not be responsible in any way for the resultant crop, in particular and without prejudice the generality of this paragraph the Company does not warrant that the seeds are free of loose smut and the Company will not accept liability whatsoever for any damage, direct or consequential which the Customer might suffer as a result of the presence of loose smut in the seeds sold.
- 10.7 Where at the Customers request the Company applies any treatment whether chemical or otherwise to the seed and the Company's only duty shall be to ensure that such treatment is carried out in the correct manner and or in accordance with instructions given by the manufacturer or the chemical in question and the Company accepts no responsibility whatsoever for the effectiveness of such treatment or for any damage direct or consequential which may result therefrom.
- 10.8 Where seeds have been treated with a liquid slurry or powder to control pests or diseases or have been fumigated or pelleted the purity and germination percentages are based on tests made before treatment.
- 10.9 All seeds are offered and sold for the production of consumer crops and not for the reproduction of seed. The Company does not accept any responsibility whatsoever for any seed crops produced.
- 10.10 The provisions of the Plant Variety and Seeds Act 1964(as amended) do not apply to the sale of seeds to a person who purchases them with a view to cleaning them before they are sold or exposed for sale.
- 10.11 All seed varieties are sold on the understanding that they will be sown in the United Kingdom and will not be resold for export without the prior written permission of the Company if the variety is bred by the Company, or of the breeder or the United Kingdom breeders' agent if the breeder is other than the Company. The Customer hereby agrees to indemnify the Company against all costs claims and liabilities which may occur as a result of a breach of this paragraph.
- 10.12 It shall be a condition precedent for a claim to be considered by the Company arising under these Conditions for the Customer to provide clear proof that the seeds sown and alleged to have performed unsatisfactorily were in fact the seeds supplied by the Company and that it was sown on suitably prepared ground, treated carefully and correctly throughout and subject to such conditions as were likely to produce a favourable crop.

11. YOUR INFORMATION

- 11.1 When you apply to open an account and from time to time during the operation of your account, where it is necessary for the ongoing operation of the account, we will search your record at credit reference agencies using the information you have provided. We will use the information obtained in a process called credit scoring to assess your application and to verify your identity. If you give us false or inaccurate information and we identify fraud, we will record this with fraud prevention agencies.
- 11.2 Whether or not this application proceeds, the credit reference agency will place a record of our search on your credit file. This record (but not our name) will be seen by other organisations when you apply for credit in the future.
- 11.3 The agencies may supply us with credit information about you such as previous applications, fraud prevention information and public

information such as County Court Judgments, bankruptcies and the Electoral Register.

- 11.4 Where it is necessary for the performance of any contract under this agreement, we will disclose relevant information about you and your account to any company or third party who is involved in the necessary performance of the contract.
- 11.5 Your information will at all times be processed with relevance and in accordance with the provisions of current UK Data Protection regulations and our Privacy Policy (available on our website www.wynnstay.co.uk).
- 11.6 You have the right to request a copy of the information we hold about you. This request must be in writing and the Company may make a charge for this service.

12. RIGHT OF CONTRA

- 12.1 The Company reserves the right to offset any invoice owed by the Customer against monies owed to the Customer in respect of goods or services provided to the Company by the Customer on any other contract.

13. ALTERATIONS TO TERMS

- 13.1 Any temporary waiver or indulgence by the Company in exercising its rights under these terms shall in no way restrict or alter any of the terms expressed herein nor the rights of the Company to enforce those terms.
- 13.2 The Company reserves the general right to alter the Terms & Conditions of Sale from time to time.

14. LIMITATION OF LIABILITY

- 14.1 The liability of the Company under these terms and conditions, in respect of any contract, and in breach of statutory duty and in tort, misrepresentation or otherwise will be limited to this clause.
- 14.2 Subject to clauses 6, 8, 9 and 10, all warranties, conditions, or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 14.3 If we do not deliver the goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the goods.
- 14.4 Our liability will not in any circumstances exceed the total amount payable by the Customer.
- 14.5 The Company will not be liable (whether caused by its employees, agents or otherwise) in connection with the Goods for:
- (a) any indirect, special, or consequential loss, damage, costs or expenses and/or
 - (b) any loss of profits, loss of anticipated profits, loss of business, loss of reputation or goodwill, business interruption or other third-party claims and/or
 - (c) any failure to perform any of its obligations if such delay or failure is due to any cause beyond its reasonable control and/or
 - (d) any losses caused directly or indirectly by any failure or breach by the Customer in relation to the Customer's obligations and/or
 - (e) any losses relating to the choice of the Goods and how they will meet the Customer's purpose or use by the Customer of the Goods supplied.
- 14.6 The exclusions of liability contained within this clause will not exclude or limit the Company's liability for death or personal injury caused by its negligence or for any matter for which it would be illegal for the Company to exclude or limit its liability, and for fraud or fraudulent misrepresentation.

15. LAW AND JURISDICTION

- 15.1 These terms and conditions and any contract which is subject to them shall be governed by the laws of England and Wales and all parties will accept the jurisdiction of the courts of England and Wales.
- 15.2 The uniform laws on International Sales are excluded.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Wynnstay (Agricultural Supplies) Ltd
Eagle House
Llansantffraid
Powys
SY22 6AQ

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/building society
Address	
<input type="text"/>	
Postcode	

Reference

Service user number

8	3	6	5	7	4
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For Wynnstay (Agricultural Supplies) Ltd
official use only This is not part of the
instruction to your bank or building society.

Instruction to your Bank or Building Society

Please pay Wynnstay (Agricultural 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 Wynnstay (Agricultural Supplies) Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
<input type="text"/>
Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DDI 1 5/15

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Wynnstay (Agricultural Supplies) Ltd will notify you 7 working days in advance of your account being debited or as otherwise agreed. If you request Wynnstay (Agricultural Supplies) Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Wynnstay (Agricultural Supplies) Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Wynnstay (Agricultural Supplies) Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.