



ACCOUNT APPLICATION FORM SOLE TRADER AND PARTNERSHIP ONLY INCLUDING TERMS & CONDITIONS

Section 1

Previously traded with 4 Aces Wholesale Ltd. Yes No

Date Ledger No. Account No.

Salesperson's Name Account Type Tobacco Grocery

Section 2

Title/Name/Surname

1st applicant in full

Title/Name/Surname

2nd applicant in full

Trading As

Delivery Address 1

2

3

Town

County

Telephone No.

Mobile No.

Email

Fax No.

Business Status Sole Trader Partnership Other (Please State)

Premises type for Applicant Freehold Leasehold Rented Lock Up Kiosk

VAT Reg No. Business Reg. Name No.

Licence Name Holder if Publican

Expiry Date of Licence

If premises is leased or rented, what is length of lease

Expiry date of lease

Name of Landlord

Address of Landlord

Telephone No. of Landlord

Section 3

Applicant 1 Name

Private Address

1

2

3

Town

County

Telephone Number

Mobile Number

Premises type for Applicant
Owner Freehold
Rented Leasehold

Number of years at this address

Applicant 2 Name

Private Address

1

2

3

Town

County

Telephone Number

Mobile Number

Premises type for Applicant
Owner Freehold
Rented Leasehold

Number of years at this address

If applicant has resided at private address for less than 5 years, please complete the following:

Applicant 1 Previous Address

1

2

3

Town

County

Premises type
Owner Freehold
Rented Leasehold

Number of years at this address

Applicant 1 Previous Address

1

2

3

Town

County

Premises type
Owner Freehold
Rented Leasehold

Number of years at this address

Section 4

Additional Outlets Required

Outlet Number

Telephone Number

Delivery Address

Additional Outlets Required

Outlet Number

Telephone Number

Delivery Address

Section 5

PAYMENT DETAILS

Payment Authorisation Name

Name as per Cheque

Bank / Building Society Name

Bank / Building Society Address 1

2

3

4

County

Bank / Building Society Sort Code Account No.

Section 6

Opening Reason:

01 Re-open on change of retailer 06 Cold call 11 Other Reason

02 Gained in change of retailer 07 Recommendation

03 Terms unsatisfactory 08 Stock / Range

04 Service unsatisfactory 09 Promotions

05 Lead / Customer enquiry 10 New outlet / Existing customers

Section 7

<p>12 Alcohol Licence <input type="checkbox"/> 15 Lottery <input type="checkbox"/></p> <p>13 News and Mags <input type="checkbox"/> 16 Fast Food <input type="checkbox"/></p> <p>14 Post Office <input type="checkbox"/> 17 Epos <input type="checkbox"/></p>	<p>If part of a Buying Group, state group <input type="text"/></p> <p>If change of hands, previous proprietors <input type="text"/></p> <p>Previous proprietor's account name <input type="text"/></p>
<p>Current Supplier name and address (1) for references</p>	<p>Current Supplier name and address (2) for references</p>

Section 8

Anticipated Weekly Spend

	Value	
Tobacco	<input type="text"/>	Does this customer wish to sign up for Central Billing Yes <input type="checkbox"/> No <input type="checkbox"/>
Grocery	<input type="text"/>	
Central Billing	<input type="text"/>	
Total	<input type="text"/>	

Section 9

STATEMENT DETAILS

(If different to delivery address, complete the following)

Title/Name/Surname

In Full

Address 1

2

3

County

Section 10

Direct mail addressed to

When addressing the customer in a letter, what salutation should be

Is direct mail to be sent to the delivery address Yes No

If No, then complete the trading name and full address, where direct mail should be sent.

Trading as

Address 1

2

3

County

Section 11

Comments

SEPA Direct Debit Mandate

4 Aces Wholesale Ltd

Clonminam Ind Est
Portlaoise Co Laois
Tel No: (057) 8620266

Unique Mandate Reference



Creditor Identifier : IE31ZZZ111024

Legal Text: By signing this mandate form, you authorise (A) 4 Aces Wholesale Ltd to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from 4 Aces Wholesale Ltd.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Please complete all the fields below marked *

* Your Name

Your Address

City/Postcode

<input type="text"/>	Country	<input type="text"/>
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* Account Number (IBAN)

* Swift BIC

Creditors Name

4 Aces Wholesale Ltd

Creditors Address

Clonminam Ind Est

Portlaoise Co Laois

Country

Ireland

* Type of Payment: Recurrent **or** One-off Payment (Please tick ✓)

* Date of Signing

* Signature(s)



<p>SEPA BUSINESS SERVICE DIRECT DEBITS DEBTOR CONFIRMATION</p>	<p>4 Aces Wholesale Ltd Clonminam Ind Est Portlaoise Co Laois Tel No: (057) 8620266</p>
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This Confirmation is given by the debtor named below ("Debtor") to the creditor named below ("Creditor") and to each paying bank of the Debtor (the "Debtor Bank") which is in receipt of one or more direct debits ("SEPA Direct Debit(s)") originated by the Creditor attributable to and for the account of the Debtor under and pursuant to the SEPA Core Direct Debit Scheme ("Scheme"). The purpose of this Confirmation is to facilitate the utilisation by the Debtor of SEPA Direct Debit(s) in order to pay sums owing by the Debtor in the ordinary course of its business to the Creditor. This Confirmation is governed by Irish law.

The Debtor hereby irrevocably confirms to and for the benefit of the Creditor and each Debtor Bank:

- (A) That the Debtor is not a 'consumer'ⁱ for the purposes of the Payment Services Regulationsⁱⁱ;**
- (B) That the Debtor's right to a refund for any authorised SEPA Direct Debit shall extend only to such refund right(s) as the Debtor may have under the Payment Services Regulations, and shall not include any other right to a refund arising under the rules of the Scheme, or in any direct debit mandate given by the Debtor to the Creditor in relation to the Scheme or otherwise, or in any terms of business issued by the Debtor Bank from time to time;**
- (C) That in respect of any authorised SEPA Direct Debit which has been paid by the Debtor Bank, the Debtor Bank is authorised to reject any refund request(s) from the Debtor in respect of such SEPA Direct Debit other than in the circumstances described in (B) above.**

This confirmation applies only to SEPA direct debits using the Debtor IBAN(s) and Creditor ID(s) listed below.

Debtor Name:	
Debtor IBAN(s)	
Creditor's Name: (Pre-populated)	4 A C E S W H O L E S A L E L T D
Creditor's ID(s): (Pre-populated)	I E 3 1 Z Z Z 1 1 1 0 2 4

Please sign here:	Signature(s) <hr style="border: none; border-top: 1px solid black;"/>	Date: DDMMYY
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Please return to:	<table style="width: 100%;"> <tr> <td style="width: 15%;">Creditor's Name (Pre-populated)</td> <td style="border: 1px solid black; text-align: center;">4 A C E S W H O L E S A L E L T D</td> </tr> <tr> <td style="width: 15%;">Creditor's Address (Pre-populated)</td> <td style="border: 1px solid black; text-align: center;">C L O N M I N A M I N D U S T R I A L E S T A T E P O R T L A O I S E L A O I S</td> </tr> </table>	Creditor's Name (Pre-populated)	4 A C E S W H O L E S A L E L T D	Creditor's Address (Pre-populated)	C L O N M I N A M I N D U S T R I A L E S T A T E P O R T L A O I S E L A O I S
Creditor's Name (Pre-populated)	4 A C E S W H O L E S A L E L T D				
Creditor's Address (Pre-populated)	C L O N M I N A M I N D U S T R I A L E S T A T E P O R T L A O I S E L A O I S				





4 Aces Wholesale Ltd.

Clonminam Business Park, Portlaoise, Co. Laois.
Tel.: 057-8678032 Fax: 057-8678008

BANK GUARANTEE

The Manager

.....
.....
.....

In consideration of you agreeing a Contract for the supply of goods to:

..... (hereinafter called "the Customer")

We,..... (hereinafter called "the Bank")

Hereby guarantee the repayment to you of all liabilities of the Customer as a result of the supply of goods together with any interest thereon and legal and other expenses payable in relation thereto and to the Guarantee. The total liability ultimately enforceable against the Bank shall be limited to a sum or sums not exceeding an aggregate of € (Thousand Euro)

Your demand for payment should be in writing and delivered to the under mentioned address and such demand shall be conclusive evidence that the monies demanded by you are due and payable by the customer without further enquiry.

Any alterations to the insertion in the text of this guarantee must be authenticated by the full signature of the signatories to the guarantee.

This guarantee shall be a continuing guarantee and may be terminated by the bank giving 30 days' notice in writing to you and on the expiry of such notice shall be null and void whether returned to the Bank or not save in respect of any written demands received by the Bank prior to the date of expiry of such period of notice.

This guarantee shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

This guarantee shall be delivered by you to the Bank when no longer required. All correspondence relating to this guarantee should be addressed to The Manager.

Signed:

Bank Address:
.....

For and on behalf of

Date:

(Bank Name)

4 Aces Wholesale Ltd. - TERMS AND CONDITIONS OF TRADE

Unless expressly agreed in writing to the contrary, **4 Aces Wholesale Ltd (4 Aces)** sells groceries, tobacco, catering and licensed products on the terms set out below to the total exclusion of any terms sought to be imposed by the customer of the products ('the customer') or to be implied by law or arising from a prevailing course of dealings, trade custom or usage and/or in correspondence or otherwise howsoever arising.

1. Price

- 1.1. The prices of products delivered for fulfilment of any order from the customer will be those prevailing at the date of delivery, exclusive of VAT which the purchaser shall be additionally liable to pay to **4 Aces** and payment of the invoice sum shall be made in accordance with such terms as **4 Aces** may notify periodically.

2. Payment

- 2.1. Unless otherwise agreed, payment method is by direct debit.
- 2.2. Until such time as a credit account is authorised, opening orders shall be made on the basis of cash or bank draft unless otherwise agreed.
- 2.3. Payment terms will be End of Month [clear A/c @ last day of month] unless otherwise expressly agreed by **4 Aces**.
- 2.4. **4 Aces** reserve the right to determine when payment is to be made by the purchaser for goods purchased.
- 2.5. If any amount payable is not received by the Due Date then without prejudice to any other rights or remedies, **4 Aces** may:
 - 2.5.1. Charge interest (both before and after any judgement) on the amount unpaid at the rate of 7% per annum above European Central Bank base rate per month on any account which is overdue for payment exceeding 7 days. **4 Aces** reserve the right to seek the recovery of legal costs incurred in securing payment of overdue accounts.
 - 2.5.2. Cancel any further deliveries to the customer.
 - 2.5.3. Withdraw credit facilities and any further supplies of goods will be made on a strict cash/bank draft with order basis only.
 - 2.5.4. In the event of payments not being made (e.g including, but not by limitation, direct debits which are not honoured), **4 Aces** shall charge such sum as shall be notified to the customer periodically by way of an administrative fee to cover expenses.

3. Quoted delivery times for orders are approximate only and **4 Aces** shall not be under any liability whatsoever for the consequence of any delay in delivery of the order howsoever arising.

4. Risk and Title

- 4.1. The risk in the goods passes to the customer when the goods are delivered to the premises of the customer or other location nominated by the customer or to be picked up when the order is made.
- 4.2. Notwithstanding delivery and the passing of risk in the goods or any provisions of these conditions all the goods remain the property of **4 Aces** until payment has been made by the customer to **4 Aces** of all sums payable and any interest or charges incurred in respect of the goods and also any monies due by the customer to **4 Aces** and/or to any of its associate companies whether in connection with the order or otherwise. The customer agrees to insure the goods to the full value until payment in full of all accounts due by the customer to **4 Aces** has been met until property in the goods has passed to the customer, the customer shall hold the goods as **4 Aces** fiduciary agent and bailee.
- 4.3. Until such time as the property in the goods passes to the customer, **4 Aces** shall be entitled at any time to require the customer to deliver up the goods to **4 Aces** and if the customer fails to do so, the customer hereby grants to **4 Aces** an irrevocable authority in writing to enter upon the premises of the customer or any third party where the goods are stored or in occupation of the customer for the purposes of repossessing the goods and shall keep **4 Aces** indemnified against any loss or damage arising there from.

5. Claims and Liability

- 5.1. The customer shall indemnify **4 Aces** against any loss, damage, claim or liability arising out of any accident or damage caused at any time at the customer's premises or otherwise or in the course of any delivery for any reason at the fault of the customer or any of its employees, agents or contractors. **4 Aces** shall not be liable for loss of profit or any other indirect or consequential losses howsoever caused and, in particular, shall not be liable for loss of profit or any other indirect or consequential losses suffered as a result of late or non-performance of the contract and furthermore shall not be liable for any failure to perform any of its obligations if it is shown that the failure was due to an impediment beyond its control.
- 5.2. **4 Aces** shall have no liability whatsoever in respect of claims for spoil, damaged or incomplete goods unless notified to **4 Aces** by the customer at the time of delivery.

6. **4 Aces** may at its option and without prejudice to any other remedies treat the contractual relationship with the customer as terminated immediately upon the occurrence of any breach of these terms and conditions in respect of this or any other Contract for Sale including stipulations as to payment or if the customer commits an act of bankruptcy or makes arrangements or composition with its creditors or suffers any distress or execution or resolves or is ordered to be wound up or has a Receiver or Examiner appointed or if same shall occur to any of the customer's subsidiaries or associated companies or business, or upon the customer becoming unable to pay any debt when it falls due. The customer shall then return to **4 Aces** all and any goods to which **4 Aces** has title. The customer hereby irrevocably grants **4 Aces** a licence to enter upon any property of the customer to recover such property and product. Upon written notice from **4 Aces** all sums owed by the customer to **4 Aces** whether or not accrued or due shall become immediately due and payable.
7. This contract shall be governed by and construed in all respects in accordance with the laws of the Republic of Ireland.
8. **4 Aces** shall not be liable for any failure to honour the terms of this contract which results from circumstances beyond its control including any strike or lock out or other force majeure. Neither shall **4 Aces** be under any obligation to fulfil the contract where delivery in due time is prevented by any events in Ireland or other countries which are beyond the control of **4 Aces** and as a result of which due or contractual delivery is made impossible. **4 Aces** shall be under no obligation to fulfil contractual terms of delivery save possibly subject to the customer being informed at the earliest possible moment. Such events shall include, in particular, but shall not be limited to mobilisation, war line events, civil unrest, civil war, strikes, lock outs, labour disputes, interruption of operations, go slow etc. ,explosion, fire, natural disasters, epidemics, governmental measures and restrictions imposed by national or foreign Authorities, confiscation, embargoes etc., currency restrictions, lack of transport, environmental measures, alterations in the licensing laws, inability to comply with the licensing laws and defective or delayed supplies by subcontractors.
9. If any provision of these conditions is held by any competent authority to be invalid or unforeseeable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

Before signing this application, it is important that you read the paragraphs set out Standard Terms and Conditions.

Name <small>Print in full</small>	Name <small>Print in full</small>
Signature	Signature
Title	Title
Date	Date
4 Aces Wholesale Ltd use only	
Personal Guarantees required Yes <input type="checkbox"/> No <input type="checkbox"/>	
Personal Guarantees required Yes <input type="checkbox"/> No <input type="checkbox"/>	
4 Aces Wholesale Ltd	