ACCOUNT APPLICATION

INITIAL MINIMUM ORDER VALUE €1000
MINIMUM ORDER VALUE €1000

162 Clapgate Lane, Woodgate Business Park, Birmingham, B32 3DE
Tel: 0121 270 4301 Fax: 0121 423 3020 Email: sales@maypoleltd.co.uk

ACCOUNT NAME:
(Trading name)

COMPANY NAME & REG ADDRESS:
(if different from above)
**Please state if this is a Ltd. Company*
If this company is not Ltd, name & home address of the proprieter:

CO. REGISTRATION NO:

EORI NUMBER:

VAT NO:

CLEARING AGENT NAME AND EMAIL: *(if using own)*

If you would like to use Primeline please complete the attached forms. You must also send a copy of the AEP5 form to Irish customs

NAMES OF DIRECTORS:

TYPE OF BUSINESS: *(please tick)*	AGRICULTURAL	LEISURE	MARINE	MOTOR	TRAILER	CYCLE	MISC

PURCHASING CONTACT:
PHONE NO:
EMAIL :

ACCOUNTS CONTACT:
PHONE NO:
EMAIL :

GOODS IN CONTACT:
PHONE NO :
EMAIL :
MOBILE :

INVOICE / STATEMENT ADDRESS: *(if different from above)*

DELIVERY ADDRESS: *(must be business premises)*

INVOICES TO BE SENT VIA:

EMAIL ☐ **POST** ☐

IMPORTANT INFORMATION:

Account will be opened upon receipt of your first order for a minumum of €1000. If you do not place an order within 6 months this form will be destroyed and you will have to reapply for an account.

All accounts will be open on a DAP basis and orders will be supply or cancel.

Payment terms are nett 30 days, via BACS and subject to credit references. Minimum annual turnover requirement €1000, your account may be closed if you do not achieve this.

In completing this form, you are giving us consent to process and store your data, in line with our privacy policy.

Opt in to receive marketing updates on products, news and offers from Maypole
Email: ☐ **Post:** ☐

Please return completed form with a signed copy of our Terms and Conditions.

(Office Use)

DATE:

AGENTS SIGN OFF:

DATE:

AGENT: **PRICELIST:** **SPECIAL OFFERS Y/N:**

Authorisation to act as a Direct Representative

CUSTOMER TO PRINT ON THEIR LETTERHEAD & COMPLETE WHERE INDICATED
****DELETE THIS HEADER BEFORE PRINTING****

I, _____ (i)

Having authority to sign on behalf of

A (name) _____ (EORI No.) _____ (ii)

Hereby appoint

B (name) Primeline Express (EORI No) IE9659295D (iii)

To act on behalf of the entity named at A above in the capacity of a Direct Representative in accordance with Article 18 and 19 of Regulation (EU) 952/2013 of the European Parliament and the Council of 9 October 2013 (The Union Customs Code).

This Appointment applies with effect from the date of signature until revoked by the entity named at A above.

The entity named at A authorises their representative, the Customs agent named at B, to declare goods to Irish Revenue using -

Deferment Approval Number: (if applicable) _____

Note: In accordance with the Union Customs Code, a Direct Representative acts in the name of and on behalf of another person. In relation to import/export declarations, the importer/exporter will be liable for any customs debt arising from the declaration.

Signed: _____

Position: _____

Dated: _____

Notes:
(i) Name of person signing, who must have authority to sign on behalf of the importer or exporter.
(ii) Legal name & EORI Trader Identification No. of importer or exporter.
(iii) Legal name & EORI Trader Identification No. of representative or agent.

Authority allowing Customs Clearance Agents to use a Traders EORI or C&E Registration (TAN) Account to pay Customs Taxes or Excise Duties

To: The Revenue Commissioners, Customs Division, eCustoms Accounts Unit, Government Offices, Nenagh, Co. Tipperary, E45 T611.

Please complete in BLOCK LETTERS

Name of Applicant ("I / We Trading as" if applicable) and address (Incl. Eircode)

VAT / EORI. No | I | E |

*C&E Registration (TAN)

*I / We hereby authorise the + _____ agents shown (+ insert here total number of agents listed) below to request payment of amounts of duties and taxes due by *me / us or by *my / our authorised Associated Traders and to quote accordingly the EORI / C&E Registration (TAN) shown above.

(*Delete as necessary)

Signature _____ Date D D M M Y Y Y Y

Full Name of Signatory

**Status _____

** This form must be signed by a Director or Company Secretary in the case of a limited or other incorporated company, by a partner in case of a partnership, or by the proprietor in the case of a sole proprietorship.

Tel. No. _____ Fax No. _____

email address _____

CUSTOMS CLEARANCE AGENTS

Please ensure that each EORI / C&E Registration (TAN) is correct. Incorrect Numbers will lead to delays in processing this information.

	Full Name	Agents' EORI / C&E Registration (TAN)
1	P	I E 9 6 5 9 2 9 5 D
2		
3		
4		

Please continue overleaf

Customs and Excise Clearance Agent Form

Revenue
Cáin agus Custaim na hÉireann
Irish Tax and Customs

Authority allowing Customs Clearance Agents to use a Traders EORI or C&E Registration (TAN) Account to pay Customs Taxes or Excise Duties

Please ensure that each EORI / C&E Registration (TAN) is correct. Incorrect Numbers will lead to delays in processing this information.

	Full Name	Agents' EORI / C&E Registration (TAN)										
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To submit this form to the eCustoms Accounting unit, please use the secure '**MyEnquiries**' service available in my**account** or ROS:

- sign into MyEnquiries
- select 'Add new Enquiry'
- in the 'My Enquiry relates to' section, enter 'Customs'
- in the 'More Specifically' section, enter 'eCustoms Accounts'.

The Revenue Commissioners collect taxes and duties and implement customs controls. Revenue requires customers to provide certain personal data for these purposes and certain other statutory functions as assigned by the Oireachtas. Your personal data may be exchanged with other Government Departments and agencies in certain circumstances where this is provided for by law. Full details of Revenue's data protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available on our **Privacy** page on **www.revenue.ie**. Details of this policy are also available in hard copy upon request.

Customs and Excise Clearance Agent Form

1. INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:
"Buyer" means the purchaser of the goods;
"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Seller and the Buyer;
"Contract" means any contract incorporating these Conditions between the Seller and the Buyer for the sale and purchase of the Goods;
"Goods" means the goods agreed in the Contract to be supplied by the Seller to the Buyer; and
"Seller" means Maypole Limited a company registered in England and Wales under number 1502304 whose registered office is at 162 Clapgate Lane, Woodgate Business Park, Birmingham B32 3DE.
1.2 In these Conditions references to any statute or statutory provision shall unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
1.3 In these Conditions headings will not affect the construction or interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3, these Conditions compromise all the terms of the Contract between the Seller and the Buyer to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). No statement, written or oral, including statements in any price list, brochure or promotional literature of the Seller shall be incorporated into the Contact or have any legal effect.
2.2 The terms in these Conditions shall prevail over any terms put forward by the Buyer and no conduct of the Seller shall constitute acceptance of any terms put forward by the Buyer unless the Seller expressly agrees to them in writing signed by a director of the Seller.
2.3 No additions to or variations of these terms shall be binding on the Seller unless in writing signed by a director of the Seller.
2.4 No employee or agent of the Seller has any authority to make any representations on behalf of the Seller as to the effect of these terms.
2.4 Maypole do not operate a sale or return policy, all stock cleanse and returns must be authorized by a Director and a 20% re-stocking charge will be deducted.
2.5 Returns will only be accepted when a Maypole return note has been completed stating reasons for the return
2.6 Maypole reserve the right to close the account if, the minimum annual spend of £1000 has not been achieved.
2.7 Account will be setup once initial order, for the value of €1000.00 has been met.

3. PRICE

3.1 Unless expressly agreed in writing by a director of the Seller or the Seller's sales staff, the price for the goods shall be set out in the Seller's price list published on the date of delivery or deemed delivery.
3.2 The Seller reserves the right to vary its published price list by written notice to the buyer with immediate effect, if the Seller is prevented, hindered, or delayed in or from performing any of its obligations under this agreement due to any factor beyond our reasonable control in accordance with clause 6.
3.3 unless expressly stated otherwise all prices are exclusive of value added tax.

4. PAYMENT TERMS

4.1 Payment for the Goods is due no later than 30 days end of month invoiced.
4.2 Time for payment shall be of the essence.
4.3 The Buyer shall make all payments due under the Contract without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
4.4 If the Buyer fails to pay the Seller any sum due pursuant to the Contract the Buyer;
4.4.1 will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 6% above the base lending rate from time to time of Lloyds Bank, accruing on a daily basis until payment is made. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
4.4.2 the Seller shall be entitled (without prejudice to its other claims and rights under the Contract) to suspend or cancel further deliveries or services under this Contract and any other contract between the Seller and the Buyer and treat the Contract as wholly repudiated by the Buyer and forthwith to terminate the Contract.

5. DELIVERY

5.1 The Seller shall use reasonable endeavors to meet any delivery date but any date named by the Seller for delivery is given and intended as an estimate only and is not to be the essence of the Contract. The Buyer shall nevertheless be bound to accept the Goods when delivered.
5.2 The Seller shall not be liable to the Buyer for any losses caused to the Buyer by the late delivery of the Goods.

6. FORCE MAJEURE

6.1 Force Majeure Event means any circumstance not within the Seller's reasonable control including, without limitation:
(a) acts of God, flood, drought, earthquake or other natural disaster;
(b) epidemic or pandemic;
(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
(d) nuclear, chemical or biological contamination or sonic boom;
(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
(f) collapse of buildings, fire, explosion or accident; and
(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
(i) interruption or failure of utility service.
6.2 Provided it has complied with clause 6.3, if the Seller is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the Seller shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
6.3 The Seller shall:
(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
6.4 If the Force Majeure Event prevents, hinders or delays the Seller's performance of its obligations for a continuous period of more than 12 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks' written notice to the Seller.

7. QUALITY

7.1 The Seller warrants that (subject to the other provisions of these Conditions) upon delivery the Goods will:
7.1.1 conform with any description given to the Buyer by the Seller; and
7.1.2 be of satisfactory quality within the meaning of the Sale of Goods Act 1994.
7.2 It is the Buyer's responsibility to inspect and test the Goods and each and every part thereof to see that they are in order.
7.3 If any of the Goods do not conform with any of the warranties in condition 7.1 the Seller shall at its sole option either:
7.3.1 repair or replace the defective Goods (or the defective part); or
7.3.2 allow full credit for the defective Goods provided that if the Seller so requests the Buyer shall at the Seller's expense return the Goods or the part of such Goods which is defective to the Seller.

8. LIMITATIONS ON LIABILITY

8.1 Subject to condition 7 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
8.1.1 any breach of these Conditions; and
8.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
8.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
8.3 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.
8.4 Subject to conditions 8.2 and 8.3:
8.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Buyer to the Seller for the Goods.
8.4.2 the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profits, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

9. TIME FOR NOTIFYING DELIVERY SHORTAGES

9.1 The Seller shall not be liable in any way whatsoever for short delivery unless the Buyer notifies the Seller of any shortage within 3 working days of date of delivery or deemed delivery.

10. RISK AND TITLE

10.1 The Goods are at the risk of the Buyer from the date of delivery.
10.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
10.2.1 the Goods; and
10.2.2 all other sums which are or which become due to the Seller from the Buyer on any account.
10.3 Until the ownership of the Goods has passed to the Buyer, the Buyer must:
10.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;
10.3.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
10.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
10.3.4 maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risk to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and
10.3.5 hold the proceeds of the insurance referred to in condition 10.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
10.4 If the Buyer :
10.4.1 has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
10.4.2 suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
10.4.3 the Buyer encumbers or in any way charges any of the Goods; then the Buyer's right to possession of the Goods shall terminate immediately, the Seller shall immediately be entitled to the price and the Seller shall be entitled (without prejudice to its other claims and rights under the Contract) to suspend or cancel further deliveries or services under this Contract and any other contract between the Seller and the Buyer and treat the Contract as wholly repudiated by the Buyer and forthwith to terminate the Contract.
10.5 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
10.6 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

11. INDEMNITY

11.1 The Buyer shall indemnify the Seller against all claims and demands whatsoever made by any person or persons against the Seller in respect of injury, loss or damage arising directly or indirectly from the delivery and use of the Goods supplied by the Seller, howsoever caused and whether or not amounting to negligence.

12. GENERAL

12.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.
12.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
12.3 Any concession made by the Seller or waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be construed as a waiver of any of its rights under the Contract.
12.4 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
12.5 The Seller reserves the right to correct any clerical errors made by its employees at any time.
12.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
12.7 The formation, construction and performance of this contract shall be governed in all respects by English Law and the parties submit to the exclusive jurisdiction of the English courts.
12.8 The seller does not provide a collection and or disposal service for electronic products covered under the WEEE regulations, it is the responsibility of the buyer and or end user to recycle and where possible discard of the item correctly.

I hereby acknowledge and confirm that I have read and understood the Terms and Conditions as stated in this document.

Print Name……**Signature**……

Company……**Date**……

Rev 11.2025

Customer Privacy Policy

What We Need

Maypole Ltd will be what's known as the 'controller' of the personal data you provide to us. We only collect basic personal* data about you which does not include any special categories (known as special category data).

*Personal data means any information that may be used to identify an individual, including but not limited to, a first and last name, a home or physical address and an email address or other contact information, whether at work or at home.

Why We Need It

We take your privacy very seriously, and we will only ever collect and use information which is personal to you where it is necessary, and allows us to meet our legal and regulatory obligations.

The information that we collect and store relating to you is primarily used to enable us to provide our services to you. We will not collect any personal data from you that we do not need in order to provide and oversee this service.

If you do not wish us to collect and use your personal information in these ways, it may mean that we will be unable to provide you with our products or services.

What we do with it

We only ever use your personal data with your consent, or where it is necessary:

- To enter into, or perform a contract with you.
- To comply with a legal duty.
- For our own (or a third party's) lawful interests, provided your rights don't override these.

In any event, we'll only use your information for the purpose or purposes it was collected for (or closely related purposes).

We may process personal information for certain legitimate business purposes, which include some of the following:

- Where the processing enables us to enhance, modify, personalise or otherwise improve our services/communications for the benefit of our customers.
- To better understand how people interact with our websites.
- To provide postal communications which we think will be of interest to you.
- To determine the effectiveness of promotional campaigns advertising.

Please see our separate Website privacy policy for more information on this.

Who we Share it with

We may share your information with third parties in order to provide goods and services to you.

We will never sell your details to someone else. Whenever we share your personal information, we will do so in line with our privacy policy.

Where we keep it

We are based in the UK and we store our data within the EU. Some organisations which provide services to us may transfer personal data outside of the EU, but we will only allow them to do so if your data is adequately protected, and the company complies with that countries data protection regulations.

How long we keep it

We will keep your personal information where it is necessary to provide you with our products or services while you are a customer.

We may also keep information after this period, but only where required to meet our legal or regulatory obligations. The length of time we keep your information for these purposes will vary depending on the obligations we need to meet.

In line with new regulations, we continually review the information that we hold. We will also review this policy from time to time, which will be available on our website (www.maypole.ltd.uk).

What are your rights

We want to ensure that you remain in control of your personal data. Part of this is making sure you understand your legal rights, which are as follows:

- The right to confirmation as to whether we have your personal data, and if we do, to obtain a copy of the personal information we hold.
- The right to have your data erased (this does not apply where it is necessary for us to continue to keep this data for legal reasons).
- The right to have inaccurate data rectified.
- The right to object to your data being used for marketing or profiling.

If you wish to make a complaint on how we have handled your personal data, you can contact the Managing Director, who will investigate the matter.

If you are not satisfied with our response, or believe we are processing your personal data not in accordance with the law, you can complain to the Information Commissioners Office.