



## *F.J. Byrne & Co Limited*

### **Check List:**

1. All Applicant Details and Trade References filled out in full
2. Personal Guarantee fully understood and filled in correctly
3. Direct Debit form filled in correctly
4. Copy of Drivers Licence or Passport and Utility bill.

# NEW ACCOUNT APPLICATION FORM

LEGAL NAME OF ENTITY:.....

TRADING NAME (if different):.....

LEGAL STATUS:

SOLE TRADER  PARTNERSHIP  LTD.CO.  CLUB/SOCIETY

STATE COMPANY  CHARITY  RELIGIOUS ORDER

COMPANY REGISTRATION NUMBER (if LTD. Co.):.....

DIRECTORS NAMES (if LTD. Co.):.....

.....

VAT NUMBER: .....

BUSINESS ADDRESS: .....

BUSINESS PHONE No: ..... FAX: .....

WEB SITE: ..... E- MAIL: .....

MOBILE: .....

DELIVERY TO:.....

INVOICE TO:.....

STATEMENT TO:.....

BUYER CONTACT: ..... PHONE:.....

ACCOUNT CONTACT:.....PHONE:..... FAX:.....

E- MAIL: .....

NO. OF EMPLOYEES:..... ANNUAL TURNOVER:..... BUSINESS ACTIVITY:.....

## OWNERSHIP DETAILS

TRADING PREMISES:

FREEHOLD

LEASEHOLD

FRANCHISE

DURATION OF LEASE IN YEARS AND MONTHS:

.....YEARS ..... MONTHS

NO. OF YEARS/MONTHS REMAINING

.....YEARS ..... MONTHS

HOW MANY YEARS TRADING:.....

LANDLORD NAME:.....

LANDLORD HOME ADDRESS:.....

LANDLORD CONTACT DETAILS:.....

PRIVATE HOME ADDRESS:.....  
TEL:.....MOBILE:.....E-MAIL.....  
FREEHOLD  LEASEHOLD   
DURATION OF MORTGAGE/LEASE IN YEARS.....  
NO. OF YEARS REMAINING.....  
IF OWNED NO. OF YEARS AT CURRENT ADDRESS.....

**TRADE REFERENCE DETAILS**

TRADE CHARACTER REFERENCE DETAILS (E.G. Previous Supplier, Previous Employer or Current Details)

1. NAME:.....  
ADDRESS:.....  
PHONE No:.....  
COMMENTS:.....

2. NAME:.....  
ADDRESS:.....  
PHONE No:.....  
COMMENTS:.....

IN SUPPORT OF YOUR APPLICATION PLEASE PROVIDE US WITH YOUR DRIVING LICENCE/PASSPORT AND PRIVATE & BUSINESS UTILITY BILL, (i.e. PHONE,GAS,ESB etc..)

**I/WE APPLY FOR A TRADE CREDIT ACCOUNT AND AGREE TO ABIDE BY F.J.Byrne & Co Ltd., TERMS AND CONDITIONS OF SALE OF WHICH I/WE HAVE RECEIVED AND READ COPY OF SAME.**

AUTHORISED SIGNATURE/S:.....

DATE:.....

WITNESSED:.....

DATE:.....

**TO BE COMPLETED BY F.J.BYRNE & CO LTD. MANAGER**

PUBLIC HOUSE/RESTAURANT  HOSPITAL  CATERER   
AIRLINE/PASSENGER SERVICES  SPORTS CLUB  OTHER   
SCHOOL/COLLEGE INDUSTRIAL  HOTEL

TRADE REFERENCES CHECKED YES  NO  COMMENTS.....  
BANK REFERENCES CHECKED YES  NO  COMMENTS.....  
OTHER ACCOUNTS WITH F.J.BYRNE YES  NO  ACCOUNT NO'S.....

COMMENTS/PREVIOUS HISTORY:.....  
.....  
.....  
.....

CUSTOMER ID CHECKED YES  NO   
OPENING STOCK ORDER:.....VALUE: €.....  
PAYMENT DETAILS:.....  
.....  
CREDIT TERMS:.....  
CREDIT LIMIT: €.....  
SALES DEVELOPERS SIGNATURE:.....

***AUTHORISED AND APPROVED FOR CREDIT FACILITIES***

F J BYRNE & CO LTD MANAGER:..... DATE:.....  
REGIONAL MANAGER:..... DATE:.....  
COMMERCIAL CREDIT MANAGER:..... DATE:.....  
CASH & CARRY DIRECTOR:..... DATE:.....

# ACCOUNT APPLICATION

## DIRECTORS PERSONAL GUARANTEE

To: F.J.Byrne & Co Ltd.,  
Unit 11  
Northern Cross Business Park  
Finglas  
Dublin 11

In consideration of your agreeing to supply.....(Limited Company Name).....  
of.....(Registered Office)..... (hereinafter called the 'Principal Debtor') with goods in  
accordance with your current price list and terms and conditions of business then prevailing.

I/We hereby agree with you as follows:

1. I/We shall pay you on demand, and hereby guarantee the repayment to you on demand, all monies which may become due to you from the Principal Debtor for all such goods as you may from time to time supply to the Principal Debtor.
2. The agreement shall be a continuing guarantee to you for all debts whatsoever and whensoever contracted by the Principal Debtor with you in respect of goods to be supplied to the Principal Debtor and my liability hereunder shall not be affected by your giving time or any other indulgence.
3. This guarantee shall be binding upon me/us or in the event of my/our death upon my/our Personal Representative. I reserve the right for myself/ourselves or for my/our Personal Representative by two months notice in writing expiring on any day to revoke this guarantee in respect of all future dealing with the Principal Debtor with you after the expiration of the said notice, provided however, that such notice shall not operate to release me/us or my/our Personal Representative from any obligations arising hereunder prior to the said date of expiration.
4. When the context so admits, any reference in this Guarantee to the singular number shall include the plural number.
5. Where this Guarantee is entered into by more than one person, the obligation and liability of such persons shall be joint and several.

Yours faithfully,

Witness on behalf of F.J.Byrne & Co Ltd.,

Directors  
Signature:.....  
Address:.....  
Date:.....20.....

Signature :.....  
Address:.....  
Date : .....20.....

Witness on behalf of F.J.Byrne & Co Ltd.

Directors  
Signature:.....  
Address:.....  
Date:.....20.....

Signature:.....  
Address:.....  
Date : .....20.....

I/we have read the above and we confirm that we fully understand our liability there-under

Dated this                      day of                      20

**SIGNED:**

**BANK GUARANTEE FORM**

THIS GUARANTEE DATED THE DAY OF 20

To: F.J.Byrne and Co Ltd.,  
Unit 11  
Northern Cross Business Park  
Finglas  
Dublin 11

IN CONSIDERATION of your agreeing a Contract for the supply of goods and services to

.....  
.....

of.....

.....(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 and services together with any interest thereon and legal and other expenses payable in relation thereto and to this Guarantee. The total liability ultimately enforceable against the Bank shall be limited to sums not exceeding an aggregate of

€ ( )

Your demand for payment should be in writing and delivered to the undermentioned 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 to 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 90 days notice in writing to you 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 periods of notice.

This guarantee shall be governed by and construed in accordance with the laws 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 for and on behalf of**

.....

**Manager**

## SEPA BUSINESS SERVICE DIRECT DEBITS DEBTOR CONFIRMATION

**F.J Byrne & Co Ltd.,  
T/a Byrne's Cash &  
Carry, Finglas,  
Dublin 11.**

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'<sup>1</sup> for the purposes of the Payment Services Regulations<sup>2</sup>;
- (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)	<b>F.J BYRNE &amp; CO LIMITED., T/a Byrne's Cash &amp; Carry</b>
Creditor's ID(s): (Pre-populated)	<b>IE95ZZZ111230</b>

<b>Please sign here:</b>	Signature(s) _____	Date: DDMMYY <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table>
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<b>Please return to:</b>	Creditor's Name (Pre-populated)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>F</td><td>J</td><td>B</td><td>Y</td><td>R</td><td>N</td><td>E</td><td>S</td><td>&amp;</td><td>C</td><td>O</td><td></td><td>L</td><td>T</td><td>D</td><td></td><td></td> </tr> </table>	F	J	B	Y	R	N	E	S	&	C	O		L	T	D																																				
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	Creditor's Address (Pre-populated)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>U</td><td>N</td><td>I</td><td>T</td><td></td><td>1</td><td>1</td><td></td><td>N</td><td>O</td><td>R</td><td>T</td><td>H</td><td>E</td><td>R</td><td>N</td><td></td> </tr> <tr> <td>C</td><td>R</td><td>O</td><td>S</td><td>S</td><td></td><td>B</td><td>U</td><td>S</td><td>I</td><td>N</td><td>E</td><td>S</td><td>S</td><td></td><td>P</td><td>K</td> </tr> <tr> <td>F</td><td>I</td><td>N</td><td>G</td><td>L</td><td>A</td><td>S</td><td></td><td>D</td><td>U</td><td>B</td><td>L</td><td>I</td><td>N</td><td></td><td>1</td><td>1</td> </tr> </table>	U	N	I	T		1	1		N	O	R	T	H	E	R	N		C	R	O	S	S		B	U	S	I	N	E	S	S		P	K	F	I	N	G	L	A	S		D	U	B	L	I	N		1	1
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F	I	N	G	L	A	S		D	U	B	L	I	N		1	1																																					

<sup>1</sup> A 'Consumer' is a natural person who, in payment contracts covered under the Payment Services Regulations, is acting for purposes other than his trade, business or profession

<sup>2</sup> EC (Payment Services) Regulations 2009 (SI No. 383 of 2009)

**SEPA Direct Debit Mandate**Unique Mandate Reference:  
(For office use only)**F.J Byrne & CO Ltd.,**  
**T/a Byrne's Cash & Carry,**  
**Unit 11, Northern Cross Business**  
**Park,**  
**Finglas, Dublin 11****Business Service ID - 111230****Legal Text:** By signing this mandate form, you authorise (A) **F.J Byrne & Co 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 **F.J Byrne & Co 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

Country

\* Account Number (IBAN)

\* Swift BIC

Creditors Name

F.J Byrne &amp; CO LTD. T/a Byrne's Cash &amp; Carry

Creditors Address

Unit 11, Northern Cross Business Park,

Finglas, Dublin 11.

Country

Ireland

\* Type of Payment:

Once Off Payment:

Recurrent :

\* Date of Signing

\* Signature(s)

**PLEASE RETURN THIS COMPLETED MANDATE TO THE CREDITOR**