

BUILDERS SUPPLIES

(WEST COAST) LIMITED



Head Office Depot:
KILBANE STREET
FLEETWOOD
LANCS. FY7 7PF
Tel: 01253 776600
Fax: 01253 776800

Branches at:
PLUMBING, HEATING & ELECTRICAL
HSS HIRE SHOP AGENCY
KILBANE STREET, FLEETWOOD
Tel: 01253 776611
Fax: 01253 776644

DORSET AVENUE
CLEVELEYS, LANCS.
FY5 2DB
Email: sales@bswc.biz
Web: www.bswc.biz

CHAIN CAUL WAY
RIVERSWAY
PRESTON, PR2 2TD
Tel: 01772 766500
Fax: 01772 722299

MIDDLEGATE
WHITE LUND INDUSTRIAL EST
MORECAMBE, LA3 3BN
Tel: 01524 842299
Fax: 01524 840514

APPLICATION FOR CREDIT ACCOUNT

TRADING NAME _____ *

ADDRESS _____ *

_____ *

_____ *

_____ *

_____ *

_____ *

POST CODE _____ *

TEL No _____ *

MOBILE No _____

FAX No _____

EMAIL _____

NATURE OF BUSINESS _____

ARE YOU? LTD COMPANY YES/NO
REGISTERED Co No _____ *

DIRECTORS NAME _____

DIRECTORS ADDRESS _____

PARTNERSHIP YES/NO *

SOLE TRADER YES/NO

DATE OF BIRTH _____ *

SELF BUILD YES/NO

DATE OF BIRTH _____ *

FOR SOLE TRADERS AND SELF BUILD IDENTIFICATION IS TO BE PROVIDED IN THE FORM OF A RECENT UTILITY BILL AND PASSPORT OR FULL DRIVING LICENCE WITH YOUR CURRENT HOME ADDRESS AND A SIGNATURE (all forms of i.d. will either be copied at one of our depots or returned to you in the post).



PREVIOUS ADDRESS _____ *
(if less than 3yrs at current address) _____ *
_____ *
_____ *
_____ *

TRADE REF 1 _____ TRADE REF 2 _____
ADDRESS _____ ADDRESS _____
_____ _____
_____ _____
TEL No _____ TEL No _____
FAX No _____ FAX No _____
CONTACT NAME _____ CONTACT NAME _____

DOES YOUR COMPANY/ORGANISATION REQUIRE ORDER NUMBERS YES/NO *

WRITTEN _____ VERBAL _____ (PLEASE TICK) *

BANK/BUILDING SOCIETY NAME _____
SORT CODE _____
ACCOUNT No _____
ADDRESS _____
No OF YEARS WITH BANK _____

MONTHLY CREDIT LIMIT REQUESTED? £ _____ (subject to status)

I have read & understand the Builders Suppliers (West Coast) Ltd terms & conditions of sale & agree to abide by these. I also understand & will abide by all the Builders Supplies (West Coast) Ltd 30 days from end of the month account facilities. I am aware that the above details will be used by Builders Supplies (West Coast) Ltd for credit check purposes & that these details will not be divulged to any third party without written permission from the applicant.

SIGNATURE _____ * DATE _____
SIGNATURE _____ * DATE _____
SIGNATURE _____ * DATE _____
SIGNATURE _____ * DATE _____

(all applicants must sign this application form)

* MANDATORY FIELDS (NO APPLICATION WILL BE PROCESSED WITHOUT ALL REQUIRED INFORMATION)

FOR OFFICE USE

Date ref 1 requested _____ type id received _____
Date ref 2 requested _____ credit limit approved @ £ _____
Date credit check requested _____ date t & c letter sent _____

Date account opened _____
For builders supplies (west coast) ltd _____

BUILDERS SUPPLIES (WEST COAST) LTD TERMS AND CONDITIONS

GENERAL

1. (a) These terms and conditions shall apply to all trading between the customer and us. Acceptance by us of your order is conditional upon acceptance by you of the following conditions, which override all other terms, or conditions inconsistent therewith, express, implied or otherwise, except where these are limited by statute.
- (b) Any variations of these conditions shall be binding if agreed by a person acting with the authority of Builders Supplies in writing. Any stipulation or conditions on a customer's order form shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by a person acting with the authority of Builders Supplies in writing when acknowledging the order in question.

QUOTATIONS

2. (a) Quotations may be withdrawn at any time before receipt of the customer's acceptance and shall be deemed to be withdrawn if acceptance is not received within thirty days from the date of quotation.
- (b) Notwithstanding the foregoing we reserve the right to alter the specification of any goods at any time if the manufacturers or other suppliers to ourselves alter the same.

DRAWINGS, QUANTITIES ETC

3. We will not be liable for any error in any drawings or details of quantities supplied by us, which must be treated as approximate only and are subject to verification by the customer.

PAYMENT

4. (a) Unless the sale is for cash or other credit terms have been expressly agreed all accounts are due for payment on the last day of the month following that in which goods are received.
- (b) Interest will be due on all sums overdue for payment on any account at the rate of 15% from the date upon which sums become due for payment until the date upon which we receive such payment.
- (c) In the case of any default or if the arrangements for payment or the customer's credit are not satisfactory to us we reserve the right to suspend all further deliveries until satisfied that such matters are made good or to cancel any outstanding order so far as any goods remain to be delivered there under but any such cancellation shall be without prejudice to the Purchaser's liability to pay in full for any goods already delivered.

PRICE

5. (a) Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by us after the date of quotations or order in any direct or indirect costs of making, obtaining, handling, or supplying the goods.
- (b) Our quotations are based on prices applicable to the quantities specified. In the event of orders being placed for lesser quantities we shall be entitled to adjust the price of the goods as ordered to take account of the variation in quantity.

DELIVERY

6. (a) Delivery dates are estimates only and the time of delivery shall not be the essence of the contract. We shall not in any event be liable to compensate the customer in damages or otherwise for any non-delivery or late delivery of goods or for any loss consequential or otherwise arising there from.
- (b) We do not undertake to deliver or collect any loads over roads that in our discretion we consider to be unsuitable. At the discretion of our agent or ourselves we reserve the right not to deliver under such conditions.
- (c) The customer shall be responsible for providing labour and facilities for the unloading of goods at the delivery point and shall indemnify us from any claims arising.
- (d) If the customer wishes to claim that there is any shortage on delivery of any goods delivered or that the same have been damaged in transit he shall give notice in writing to us and to any other carrier by whom the goods were delivered within three days after the delivery is made, failing which the goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents.
- (e) Unless otherwise expressly agreed in writing our prices only cover delivery and working on normal working days and during normal working hours. All deliveries made or work done at the customer's request on Bank Holidays, Saturdays, Sundays and outside normal working hours, will be subject to extra charges.
- (f) In the event of any goods or any packing or container being delivered and deposited whether on the public highway or elsewhere the customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such goods packing or container and shall indemnify us in respect of all or any costs claims losses or expenses which we may incur as a result of such delivery.
- (g) If for any reason the Purchaser will not or cannot accept delivery of any goods when such goods are ready for delivery we may store the goods until actual delivery and the Purchaser shall be liable for the reasonable costs (including insurance) of such storage and of subsequent delivery in addition to any interest payable under Clause 4(b) hereof and any other damages costs or other monies for which the Purchaser may become liable due to failure to take delivery at the due date.

SAMPLES

7. Samples submitted and illustrations in catalogues and trade literature must be accepted as showing type class and general character only without warranty or guarantee as to substance, performance, colour, size, thickness or shape.

INSPECTION OF GOODS

8. The customer shall inspect the goods immediately on delivery or thereof and shall within three days from such delivery give notice to us of any matter or thing by reason whereof the customer may allege that the goods are not in accordance with the order. If the customer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be deemed to have accepted the goods accordingly.

REPRESENTATIONS

9. The customer is responsible for the suitability of the goods or materials ordered. We supply the goods on the basis that they conform to the written terms and to any description contained in this document.

No other representations, terms or variations of any sort whatsoever whether written or oral alleged to have been made or entered into by us or any servant of ours shall be of any force or effect.

DEFECTIVE GOODS

10. Save as hereinafter appearing any goods supplied will be replaced or repaired free of charge or in our absolute discretion the purchase price refunded if we are satisfied that they were defective in material or workmanship upon delivery and provided notice of the defect is given to us within fourteen days of delivery and the goods returned to our works carriage paid provided that we accept no liability in regard to the cost of taking out, refixing, replacing or making good other materials.
- The above obligation is undertaken in lieu of all terms, conditions or warranties express or implied whether statute or otherwise which by hereby expressly excluded and we accept no liability for loss or damage of any kind direct or indirect whether arising by reason of our negligence or otherwise. Without prejudice to the foregoing in so far as any manufacturer limits its liability in respect of such goods or of any consequential liability in connection therewith the same limitation (a copy of which will be provided on request) shall apply to our liability on the sale by us of such goods and shall be accepted by you in lieu of all other conditions or warranties express or implied, statutory or otherwise, which are hereby expressly excluded.
- Our total liability hereunder for all and any loss arising whether directly or indirectly from whatever reason shall be limited to the contract price of the goods.

TITLE AND RISK

11. (a) The goods supplied hereunder ('the goods') shall be at the risk of the customer as from the time when they are delivered to the customer or to any authorised person or location.
- (b) The ownership of the goods shall remain with Builders Supplies (the seller) which reserves the right to dispose of the goods until payment in full for all the goods has been received by it in accordance with the terms of this contract or until such time as the buyer sells the goods to its customers by way of bonafide sale at full market value. If such payment is overdue in whole or in part the seller may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the buyer's premises by its servants or agents for that purpose. Such payments shall become due immediately upon the commencement of any act or proceeding in which the buyer's solvency is involved.
- (c) In determining whether the goods sold by the buyer to its customers.
- (i) Firstly in paying for goods sold by the buyer to its customers.
- (ii) Secondly in paying for goods no longer in the buyer's possession.
- (iii) Thirdly in paying for goods incorporated in or admixed with other goods (whether belonging to the buyer or not)
- (iv) Fourthly in paying for goods remaining in the possession of the buyer in the state in which the seller delivered them.
- AND it is hereby expressly agreed that the burden of proving that any goods in possession of the buyer have been paid for shall rest with the buyer.
- (c) If any goods are incorporated in or admixed with other goods before payment the property in the whole of such goods shall be and remain with the seller until such payment has been made, or the other goods shall have been sold as aforesaid, and all the seller's rights hereunder in the goods shall extend to those other goods.
- (d) Until the seller is paid in full for all the goods the relationship of the buyer to the seller shall be fiduciary in respect of the goods or other goods in which they are incorporated or used and if the same are sold by the buyer the seller shall have the right to trace the proceeds thereof according to the principle in *Re Hallett's Estate* (1880) Ch D 696. Alike right for the seller shall apply where the buyer used the goods in any way so as to be entitled to payment from a third party.

THE FOREGOING CLAUSES shall be read as separate and distinct agreements and no one clause shall be dependant on any other and for the avoidance of doubt any goods which become a part of a building or become permanently attached to land shall become the property of the owner of such building or land.

VALUE ADDED TAX

12. All quotations and offer prices are exclusive of Value Added Tax. VAT will be added to all invoices at the rate applying at the appropriate tax point.

ENGLISH LAW

13. Every contract to which these conditions shall be construed and operate as an English contract and in accordance with English law and all disputes shall be submitted to the jurisdiction of the English Courts