



BUILDING SUPPLIES

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TBS Building Supplies
 Hackwood Road
 Daventry
 Northants
 NN11 4ES
 Tel: 01327 877378
 www.tbsmerchants.co.uk

CREDIT ACCOUNT APPLICATION

Business Name (In Full)

Trading Name

Contact Name

Trading Address

Telephone

Fax Number

Mobile Number

Email Address

Invoices & Statements

Email (weekly)
Post (monthly)

Fax (weekly)

(circle preference)

Credit Limit Required

To Be Completed By Limited Companies Only

Company No	<input style="width: 85%;" type="text"/>
Registered Office Address:	

To Be Completed By Sole Traders & Partnerships Only

Full Names & Addresses Of Partners

1

2

3

Have any Director / Proprietor /Partner been involved in a Liquidation/Bankruptcy/IVA/CVA/Receivership? Yes / No

I / we acknowledge and accept the Terms and Conditions Of Trading overleaf

Signed:

Position In Firm:



TRADE REFERENCES

Please give details of 2 trade references

Name
Address
Phone
Fax
Credit Limit

Name
Address
Phone
Fax
Credit Limit

To Be Completed By All Applicants For Administration Purposes

Will Order Numbers Be Required?	Yes	No
Will Written Orders Always Be Supplied?	Yes	No
Will You Require Priced Delivery Notes?	Yes	No

Please Indicate Persons Able To Sign*

* If no instructions are given it will be taken that anyone may sign.

Please tick which one of these descriptions best describes your business/area of work :

- | | | |
|---|--|--|
| <input type="checkbox"/> House Builder / Developer (01) | <input type="checkbox"/> Shop fitter & Partioning (07) | <input type="checkbox"/> Plumber / Heating Engineer (13) |
| <input type="checkbox"/> Self Build (02) | <input type="checkbox"/> Groundwork (08) | <input type="checkbox"/> Painters and Decorators (14) |
| <input type="checkbox"/> General / Jobbing Builder (03) | <input type="checkbox"/> Landscaper / Gardener (09) | <input type="checkbox"/> General Repairs (15) |
| <input type="checkbox"/> Electrician (04) | <input type="checkbox"/> Fencing Contractor (10) | <input type="checkbox"/> Retailer (16) |
| <input type="checkbox"/> Farmer (05) | <input type="checkbox"/> Roofing Contractor (11) | <input type="checkbox"/> Non-Trade (17) |
| <input type="checkbox"/> Carpenter (06) | <input type="checkbox"/> Plasterers / Dry Lining Contractor (12) | |

Do you give consent for us to perform a Consumer Check on you (please tick) Yes No

What is your Date of Birth? : ____ / ____ / ____ (To be used for consumer check if needed)

Text messages may be sent to your mobile phone to pass information quickly and efficiently.
If you **do not** wish to receive any form of text messages from TBS tick here.



STATUS ENQUIRY : CONTINUING SPECIFIC AUTHORITY

To: The Manager

Branch Name
Address
Phone

Account Name:

Account Number:

Sort Code:

Customer Address:

Until this authority is cancelled by me/us in writing, I/we consent to _____ Bank plc providing in writing a reference on me/us in response to each and every enquiry it may receive from time to time from **TBS Building Supplies Ltd** without further reference to me/us.

Signed (in accordance with bank mandate): _____

Date: _____

For and on behalf of * _____

*If appropriate insert name(s) of company/firm/joint account holders/other entity on whose behalf this consent is being given

Office Use

To the Bank

Please provide your opinion as to whether the above-named is respectable and trustworthy and able to meet a financial commitment of £_____ per month with a maximum commitment of £_____ over two months.

Please send a VAT receipt with your reply.
£_____

Cheque enclosed for

or please debit your administration fee to our VISA a/c no. _____ exp date _____

Please reply to: Chaz McLean (New Accounts) at above address

TBS BUILDING SUPPLIES LIMITED

Standard Conditions of Trading

1. General

(a) These Conditions shall govern each and every order placed by you and shall be deemed to be incorporated in any contract between us. All other warranties, terms and conditions sought to be imposed by you which conflict with any of these conditions or which in any way qualify or negative the same shall be excluded.

(b) For consumer transactions, if any of these Conditions is inconsistent with the obligatory provisions of the Supply of Goods (Implied Terms) Act 1973 or the obligatory provisions of or the test of reasonableness imposed by the Unfair Contract Terms Act 1977, these Conditions shall apply only in so far as they are consistent with those Acts or the said test of reasonableness.

(c) No variation or purported variation of these Conditions shall be valid and effective unless confirmed in writing and signed by one of our Directors.

2. Estimates, Quotations and Orders

(a) Unless otherwise stated, our estimates and quotations do not constitute an offer. No order placed by you for any goods shall be binding unless and until accepted by us in writing or by delivery of the goods to you, and may be cancelled by you or by us at any time prior to acceptance in such manner.

(b) Estimated or quoted prices are those ruling at the date of the estimate or quote, exclusive of VAT, unless otherwise stated. They are subject to alteration without notice. Prices charged will be those ruling at the date of delivery.

(c) Where goods are stated to be "ex-stock", acceptance of an order for such goods is subject to their remaining unsold. Orders for all other goods are accepted subject to our being able to obtain them.

3. Cancellation and Returns

(a) Orders accepted by delivery of the goods ordered cannot be cancelled.

(b) Orders accepted in writing may be cancelled by us if they are or become for any reason whatsoever (other than a reason referred to in Clause 15 hereof) in our opinion impossible to perform and may be cancelled by you only with our written agreement. In the latter case we will specify a cancellation charge which we shall require in order to cover our own costs in relation to the order, which in the case of goods made, ordered or obtained specially for you, may include the whole price of the said goods. In neither case shall we be liable to you for any damages costs claims or demands whatsoever relating to or arising from the cancellation.

(c) Any goods returned to us for credit will be accepted by us only if the same are in good condition. Credit in respect thereof will be subject to a deduction of 15% for handling and restocking. The cost of returning any such goods shall be borne by you.

4. Samples, Descriptions and Illustrations

(a) Where samples of goods or colour charts are provided, these are submitted only to indicate in general terms the class, size or colour of those goods and sales of goods shall in no circumstances be by reference to any such sample or colour chart.

(b) Whilst all descriptions and illustrations of goods are given in good faith, they are nevertheless for general guidance only, and do not form part of any contract for the sale of such goods.

5. Representations and Suitability

(a) Any statements or representations relating to the goods or the terms upon which they are sold (including false statements or misrepresentations whether made innocently, negligently or recklessly, but not fraudulently) made to you before acceptance of your order do not form part of the contract nor do they constitute a collateral warranty or contract.

(b) In placing your order you acknowledge that no such statement or representation (including as aforesaid) has been made by us, or by an officer, servant or agent of ours, which has induced you to enter into the contract for the purchase of the goods.

(c) Goods are not tested and are not sold as fit for any particular purpose. It is also your responsibility to specify whether you require metric or imperial goods and we accept no responsibility where you buy incorrect goods or materials.

6. Delivery and Transport

(a) Whilst every effort will be made to deliver the goods on the date or dates you request, they shall be treated as estimated dates only and shall not be, nor be capable of being made, of the essence of the contract. We shall not be liable for any delay in delivery, nor for any loss or damage arising therefrom.

(b) Where delivery is made to your site or to your premises, we shall be entitled to charge to you the cost of transportation of the goods.

(c) (i) In such circumstances, you shall provide and clearly indicate for the delivery driver a safe and suitable access, including a road surface capable of withstanding the weight and size of the transport and loads involved and adequate turning space. The driver may refuse delivery if in his opinion the route or the point of unloading is unsafe or likely to cause damage to the delivery vehicle, but in this case he will at your request deliver to the nearest suitable place indicated by you.

(ii) You shall indemnify us against any damage caused to any such vehicle and against all claims, costs, damages and expenses suffered by us by reason of any default by you under this condition.

(d) We shall not be liable for any damage caused by any vehicle as aforesaid to any part of the site or premises at which delivery is made or to anything therein or thereon, and you shall indemnify us against all actions, costs, claims and demands in respect of and arising from such damage.

(e) Delivery will be made during our normal business hours.

(f) Unless we receive written notice from you that delivery is to be made only to a specific person, any person accepting delivery on site shall be deemed to have your authority to give instructions as to delivery and to sign for the receipt of the goods.

(g) You shall provide, free of charge to ourselves, the labour required to unload the goods. Our drivers will assist in unloading wherever possible, but we shall not be liable for any injury, loss or damage caused by such assistance being rendered or consequential thereto. You shall indemnify us against all actions costs claims and demands in respect of such injury loss or damage.

(h) We reserve the right to deliver goods by instalments,

(i) Any demurrage incurred is payable by you.

7. Shortage, Damage or Defective Goods

(a) All goods must be inspected by you on delivery and before use to ensure that they are as ordered and in good condition.

(b) Where goods have been delivered on our vehicle, we shall be under no liability for shortage of or damage to such goods occurring in transit unless written notice of any claim relating thereto is sent to us within 18 hours of delivery of the goods.

(c) Where goods have been delivered by others, we shall not be liable at all for shortage of or damage to such goods occurring in transit. Claims may be entertained by the carrier provided he is given proper notice as required by him.

(d) Our liability for damage occurring in transit or for non-delivery of goods duly notified to us in accordance with the above, shall in any event be limited to replacement of the goods within a reasonable time, or, at our option, refunding the price thereof if already paid.

(e) We will at our own cost and expense repair and/or replace at our discretion (or, at our option refund the purchase price, if already paid, of) the whole or any part of the goods which are defective in quality (otherwise than through damage in transit) provided that the following conditions are met:

(i) if the defect would have been apparent to you on reasonable inspection, you must send written notice thereof to us within 18 hours of delivery; or

(ii) if the defect would not have been so apparent, you must send written notice thereof to us within 18 hours of its discovery and in any event within two months of delivery: and, in any case

(iii) you must give us the opportunity of examining the goods within a reasonable period of time following receipt by us of notice of the defect; and

(iv) you must yourselves bear the cost of removing the goods, re-fixing them or any replacements, making good any other materials and all other costs and expenses incurred by yourselves and third parties as a consequence of the defect.

Any written notice must specify the identity of the goods, the nature of the defect with precise n and completeness, and the invoice or delivery note number.

(f) The above undertaking is given in lieu of all conditions or warranties relating to the quality of the goods or their fitness, whether express or implied, statutory or otherwise, which are hereby expressly excluded, and no liability shall attach to us for loss or damage of any kind, whether direct or indirect or consequential upon any such defect.

(g) Where the goods are not of our manufacture and the manufacturer or manufacturers thereof has or have limited his or their liability in respect thereof and or in respect 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 a sale by us of such goods and such limited liability shall be in lieu of all other conditions or warranties relating to the same subject-matter whether express or implied, statutory or otherwise, which are hereby expressly excluded.

8. Risk, and Title to the Goods

(a) The risk in the goods shall pass to you upon delivery. Delivery to a carrier shall be deemed to be delivery to you.

(b) Title to the goods, however, shall pass to you only when payment in full has been made for them and any other goods supplied by us to you in accordance with these Conditions. If before payment is made you resell the goods then you shall hold so much of the proceeds of sale, or of the debt due to you as the case may be, as equals the sum due to us in respect thereof (or, if less, the whole of such sum or debt) upon trust for us to pay the same to us, provided that nothing in this clause- shall prejudice any other remedy we may have.

(c) If payment is not made in accordance with these Conditions, or if you become insolvent or make any composition with your creditors, you shall at our request place the goods to which title has been retained pursuant to this Clause at our free disposal and shall grant to us or procure the grant to us of such rights licences and permissions as shall be reasonably necessary to enable us to take possession of the goods. Re-possession of the goods by us pursuant to this Clause shall be without prejudice to our other rights and remedies.

(d) Until full payment is made in accordance with these Conditions you shall, if so required by us, keep the goods separately from any other goods and materials, free from damage and in a manner satisfactory to ourselves.

9. Goods Cut to Size

(a) We reserve the right to make a cutting charge in respect of all goods cut to size.

(b) Measurement of size or weight of goods are nominal in accordance with normal trade usage, and we shall be under no liability for variations due to normal manufacturing processes or the cutting to size of the goods.

10. Containers and Pallets

Returnable packages and pallets, where charged for and paid by you, and returned in good condition (carriage paid) within one month of delivery, will be credited to your account.

11. Sub-contracting

We may subcontract all or any part of the contract and if we do so we shall not be liable for any acts or omissions of the sub contractor. You shall indemnify us against all actions costs claims and demands by any sub-contractor relating to any act or omission on your part, which causes injury loss or damage to such subcontractor, his servants or his agents.

12. Payment

(a) Unless otherwise agreed in writing, payment shall be made by the 28th day of the month following the month of delivery and in default of such payment, but without prejudice to any other remedy we may have:

(i) we may withhold further deliveries both in respect of the contract or series of contracts to which the default relates and in respect of any other contract for delivery of goods to you and

(ii) payment in respect of all goods delivered by us to you shall forthwith become due and payable and

(iii) all such sums as aforesaid shall, at our absolute discretion, carry interest on them at the rate of 4% above the Bank of England minimum lending rate, prevailing during the period such unpaid balance remains unpaid and shall be added to the said balance and be calculated on a daily basis.

(b) If you are not an account-holding customer you may be required to pay the whole purchase price of the goods in full including any tax and/or delivery charges before delivery is made.

13. Set-off

You shall not be entitled to withhold or set-off against payment of any amount due to us any sum claimed by you from us on whatever grounds (whether related to the contract or not) which is contested or in respect of which liability is not admitted by us.

14. Determination and Damages

(a) Without prejudice to our other rights and remedies we may by notice in writing sent to your last known address determine the contract or suspend any future deliveries to you in event of:

(i) Any distress, execution or other legal process being levied upon any of your assets.

(ii) Your entering into any arrangement or composition with your creditors, committing any act of bankruptcy or, being a company, entering into liquidation (other than for the purpose of amalgamation or reconstruction) or having a winding-up petition presented against you or passing a resolution for voluntary winding-up or suffering the appointment of a receiver or manager in respect of the whole or any part of your undertaking or assets.

(iii) Non-payment by you of any monies due from you to us.

(b) In the event of such determination as aforesaid or any repudiation of the contract by you, we shall be entitled to recover from you as damages the following:

(i) The value of any work completed or goods manufactured at the date of determination, and

(ii) The value to any work begun or goods begun to be manufactured but not completed at the date of determination (including the cost of labour, materials, overheads and profit in connection therewith) and

(iii) A sum representing any further profit, which we would have made on the contract but for its determination such profit to be decided by our auditors whose decision shall be conclusive and binding on both parties.

15. Force Majeure

In the event of war, invasion, act of foreign enemy hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot, or military or usurped power, Act of God, fire or exceptional weather conditions we shall be relieved of our liabilities under the contract wherever and to the extent to which fulfillment of our obligations is prevented frustrated or impeded as a consequence of such event or by any statute, rules, regulations, order or requisitions issued by any government department, council, or other duly constituted authority, or by strikes, lockout, breakdown of plant or any other causes (whether or not of a like nature) beyond our control. In such circumstances, we shall not be liable for any loss damage or expense incurred by you.

16. Proper Law

The proper law applicable to all contracts between yourselves and ourselves is that of England.

I have read and understood these terms of trade

Signed _____

Position in firm _____ Date _____