



Alsford
The **Timber** Experts

Account Application Form

Administration and Support Centre Ness Road, Erith, Kent DA8 2LD
Tel **01322 333004** Fax **01322 333058** Fax (Accounts) **01322 350442**
Email **accounts@alsfordtimber.com** **www.alsfordtimber.com**

Thank you for your application. Please supply full and precise details in block capitals and return the completed form together with a copy of your letter heading to the above address.

***Mandatory Fields**

*ACCOUNT NAME

*TRADING ADDRESS

*POST CODE

*TEL

*FAX

*MOBILE

*EMAIL

MAILING ADDRESS FOR INVOICES AND STATEMENTS (if different from above)

*POST CODE

*TEL

*FAX

*MOBILE

*EMAIL

*COMPANY REGISTRATION NO.

REGISTERED OFFICE ADDRESS (if different from above)

*POST CODE

OFFICIAL ORDERS

PLEASE INDICATE WHETHER YOUR COMPANY ISSUES

- An official order
- Verbal order numbers
- List of authorised buyers
- None of the above

For ATL use only

MATRIX	BRANCH	ASM	SIC Code



COMPANY DETAILS

*FULL COMPANY TITLE (Including Trading Title)

LENGTH OF TIME TRADING UNDER THIS TITLE

NAMES OF DIRECTORS

*TYPE OF BUSINESS

*COMPANY REGISTRATION NUMBER (if applicable)

PARENT OR HOLDING COMPANIES

ADDRESS

POST CODE

SOLE TRADERS AND PARTNERSHIPS – FULL NAMES AND ADDRESSES OF ALL PARTNERS

NAME

NAME

DATE OF BIRTH / /

DATE OF BIRTH / /

ADDRESS (residential)

ADDRESS (residential)

POST CODE

POST CODE

TEL

TEL

MOBILE

MOBILE

LENGTH OF TIME YOU HAVE BEEN TRADING yrs mnths

PREVIOUS ADDRESS DETAILS IF APPLICABLE
(if resident <3 years at current address)

COPY OF HEADED PAPER ATTACHED

COPY OF PARTNERSHIP AGREEMENT ATTACHED

TRADE REFERENCES

NAME

NAME

ADDRESS

ADDRESS

POST CODE

POST CODE

TEL

TEL

OTHER TRADE ACCOUNTS HELD

COMPANY NAME

MONTHLY SPEND

CREDIT LIMIT

COMPANY NAME

MONTHLY SPEND

CREDIT LIMIT

COMPANY NAME

MONTHLY SPEND

CREDIT LIMIT

CREDIT REQUIRED

PLEASE STATE TOTAL MAXIMUM CREDIT REQUIRED £

TERMS – NETT MONTHLY ACCOUNT

BANK CONSENT

TO THE MANAGER

BANK

ACCOUNT NAME

ACCOUNT NUMBER

SORT CODE

PLEASE PROVIDE OPINION CONCERNING THE ABILITY OF YOUR CUSTOMER TO MEET A FINANCIAL COMMITMENT OF £ OVER MONTHS

CONSENT IF CONSENT IS NOT SIGNED THE ACCOUNT WILL NOT BE OPENED

I/WE AUTHORISE (NAME OF BANK)

TO PROVIDE A BANK OPINION AS STATED ABOVE NOW AND AT ANY FUTURE DATE

SIGNED DATE / /

FULL NAME POSITION IN COMPANY

FOR AND ON BEHALF OF

ADDRESS

TERMS AND CONDITIONS Please read (overleaf) and sign below. Authorised signatory only. (A further copy of our conditions can be sent on request)

I/WE HAVE READ BOTH THE TERMS AND CONDITIONS AND THE DATA PROTECTION STATEMENT OF THE AGREEMENT (SEE BELOW) AND I/WE AGREE TO BECOME LEGALLY BOUND BY THEM (IF PARTNERSHIP ALL PARTNERS TO SIGN)

SIGNED FULL NAME DATE / /

POSITION IN COMPANY

SIGNED FULL NAME DATE / /

POSITION IN COMPANY

SIGNED FULL NAME DATE / /

POSITION IN COMPANY

IMPORTANT: FAILURE TO SIGN CONSENT MAY CAUSE DELAYS WITH YOUR APPLICATION

BY SIGNING THIS AGREEMENT AND ACCEPTING OUR TERMS AND CONDITIONS YOU AGREE TO RECEIVE REGULAR UPDATES AND SPECIAL OFFERS BY EMAIL AND POST

DATA PROTECTION STATEMENT

In considering your application, we will search your record at Credit Reference agencies. They will add to your credit file details of our search and your application and this will be seen by other organisations that make searches. We will also add to your record with the Credit Reference Agencies details of your agreement with us, the payments that you make under it, any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud we will record this.

We and other organisations may use and search these records to:

- Help make decisions about credit and credit related services for you and members of your household
- Trace debtors, recover debt and prevent fraud
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity

FOR OUR BUSINESS CUSTOMER

The Data Protection Act does not apply to companies in themselves but it does extend to sole traders and partnerships. When an application is received from a business, in addition to the above information, information may be sought from credit reference agencies on the company directors and/or partners as individuals.

CONDITIONS OF SALE

ALSFORD TIMBER LIMITED

1 Definitions

- 1.1 'The Seller' means Alsford Timber limited, its employees, directors or representatives.
- 1.2 'The Buyer' means the person, firm or company to whom goods are supplied subject to these conditions,
- 1.3 'The Goods' means any goods, materials or accessories agreed to be sold or delivered by the Seller to the Buyer subject to The Conditions.
- 1.4 'The Contract' means any agreement for the purchase of Goods by the Buyer.
- 1.5 'The Conditions' means the terms and conditions of sale set out in this document.

2 Existence of Contract

- 2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to imply under any purchase order or similar document. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. Acceptance of delivery of the Goods in compliance with Condition 7 shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.2 A quotation by the Seller shall constitute an invitation to treat and not an offer. The Seller may withdraw or amend any quotation at any time prior to the Seller's acceptance of the Buyer's order.
- 2.3 No other particulars contained in any advertising matter, catalogue or other publication supplied by the Seller (including references to weights, dimensions or performances) nor any verbal or written representation by any employee or agent of the seller shall form part of the Contract nor shall they be treated as constituting a representation on the part of the Seller. These Conditions supersede any prior agreements between the Seller and Buyer whether oral or written and any such prior agreements are cancelled upon acceptance of these Conditions but without prejudice to any rights which have already accrued to the Seller or Buyer.

3 Amendments and Cancellation

- 3.1 No amendments or additions to these Conditions shall be binding on the Seller unless accepted in writing by a director of the Seller.
- 3.2 The Contract may not be cancelled by the Buyer except with the written consent of a director of the Seller.
- 3.3 The Buyer agrees to indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as result of cancellation of the Contract by the Buyer.

4 Prices

- 4.1 All prices are exclusive of VAT which will be due at the prevailing rate required by HMRC. Notwithstanding clause 2.2, all prices are subject to variation by the Seller without notice and Goods will be invoiced at the prices ruling at the date of despatch from the Seller's premises.
- 4.2 **Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above National Westminster Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.**

5 Settlement Terms

Unless otherwise agreed in writing by a director of the Seller, payment of the Goods and VAT shall be paid not later than the last day of the month following the month of the invoice.

6 Measures and Estimates of Quantities

- 6.1 The Seller shall have the option to supply all or any of the Goods in either metric or imperial sizes in the nearest equivalent measure and Goods may be charged in metric measure allowing for conversion.
- 6.2 Any estimates in respect of quantities needed or advice as to suitability or fitness of any Goods for any particular purpose given by the Seller or its employees or agents will be treated as without obligation or responsibility on the part of the Seller and the Buyer will be entirely responsible for ascertaining the quantities required and the suitability and fitness of the Goods for their purpose.
- 6.3 Where fine or special tolerances are required in the Goods supplied beyond those generally accepted in the building trade, no liability will attach to the Seller unless such fine tolerances are notified in writing to the Seller at the time of order and the Seller has acknowledged in writing that it is prepared to accept such order.

7 Delivery

- 7.1 Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates, nor shall time be of the essence in any contract.
- 7.2 Where delivery to site is undertaken by the Seller, it is on the understanding that there is a suitable road to the point on the site where delivery is requested. If no such road exists, delivery will be made to the nearest point to which in the opinion of the Seller, the Seller can safely proceed and unload.
- 7.3 All necessary labour and equipment required to unload materials promptly shall be supplied by the Buyer and the Seller shall not be responsible for unloading. For the purposes of Condition 9 below delivery shall be deemed in such instance to have taken place upon arrival of the Goods at the site prior to Buyer unloading the Goods.

8 Return of Goods.

The Seller may in its sole discretion accept or reject the return of any Goods which have been incorrectly ordered. In the event that the Seller decides to accept the return of such Goods, such acceptance shall be upon such terms as the Seller may determine and in particular the Seller reserves the right to charge for the carriage and handling of such Goods.

9 Property and Risk

- 9.1 Risk of loss of or damage to the Goods shall pass to the Buyer on delivery.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provisions of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 9.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 9.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller, and, if the Buyer fails to do so forthwith, or in any event within 7 days of the Seller's request, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 9.5 The Buyer shall be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

10 Claims for defects, damage, loss or non-delivery

- 10.1 The Buyer shall inspect the Goods on delivery and shall within three days from the date of delivery as stated on the sales invoice notify the Seller in writing of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall give the Seller an opportunity to inspect such Goods at the Buyer's premises or delivery site within a reasonable time following delivery and before any use is made of them or the Goods are resold to a third party.
- 10.2 The Buyer shall notify the Seller in writing of any non-delivery of a whole consignment within three days of the date of despatch as stated on the sales invoice.
- 10.3 If the Buyer shall fail to comply with the foregoing, the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods. After acceptance, the Buyer shall not be entitled to reject any Goods which are in alleged non-accordance with the Contract and where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer or any third party in respect of the Goods. If the Buyer establishes to the Seller's reasonable satisfaction that the Goods are not in accordance with the Contract or are defective the Buyer's sole remedy in respect thereof shall be limited as the Seller may elect, to making good any shortage to repairing or replacing such Goods or refunding all, or part of the Contract price against return of the Goods in good condition.
- 10.4 **THE SELLER'S LIABILITY TO THE BUYER WHETHER FOR ANY BREACH OF THE CONTRACT OR OTHERWISE SHALL NOT IN ANY EVENT EXCEED 10% OF THE CONTRACT PRICE AND THE SELLER SHALL BE UNDER NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT LOSS SUFFERED (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) OR LIABILITY TO THIRD PARTIES INCURRED BY THE BUYER.**
- 10.5 Subject to the provisions of this Condition 10, all warranties, conditions or terms (whether implied by Statute or otherwise) are hereby excluded provided that nothing herein shall restrict or exclude liability for death or personal injury causes by the negligence of the Seller or shall affect the statutory rights of the Buyer dealing as consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977).

11 Default by the Buyer

If the Buyer fails to make payment for the Goods in accordance with the Condition 5 or otherwise commits a breach of the Contract or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited Company, any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or if any distress or execution shall be levied upon any of the Buyer's goods or a secured lender to the Buyer takes any steps to obtain possession of the property on which it is secured or otherwise to enforce its security, all sums outstanding in respect of the Goods shall become payable immediately. The Seller may at its absolute discretion and without prejudice to any other rights which it may have:-

- 11.1 suspend all and any deliveries of Goods to the Buyer and/or terminate all and any Contracts without liability on its part: and/or
- 11.2 exercise any of its rights pursuant to Condition 9.

12 Set off and counterclaim

The Buyer shall not be entitled to withhold payment of any invoice or other amount due to the Seller by reason of any right of set off or counterclaim which the Buyer may have or allege to have or for any other reason whatsoever.

13 Severance

Any provision or term of these Conditions which is or may be void or unenforceable shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect any of the provisions of this Contract.

14 Waiver

No waiver of forbearance by the Seller, whether express or implied, in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future.