57551 Alsford Acc App_opt2_57551 Alsford Acc App_v1_opt2 25/04/2018 13:13 Page 1

Terms & Conditions

If you are a Consumer your Statutory Rights are not affected by these Terms & Conditions.

1. Definitions

1. The 'Seller' means Alsford Timber Limited (Company Number 02827724) with registered office at 45 Portsmouth Road Cobham Surrey England KT11 1JQ and includes its employees, directors or representatives.
2. The 'Buyer' means the person, firm or company to whom goods are supplied subject to these conditions.
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.
4. The 'Contract' means any agreement with the Seller for the purchase of Goods by the Buyer.
5. The 'Conditions' means the terms and conditions of sale set out in this document.

2. Existence of Contract

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 (but not limited to) any terms or ze Buyer to purchase Goods pursuant to these Conditions which offer is subject to acceptance by the Seller. Acceptance of delivery of the Goods in compliance with Condition 6 shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
2. A quotation by the Seller shall not constitute an offer by the Seller or what is known as an invitation to treat. The Seller may withdraw or amend any quotation at any time prior to the Seller's acceptance of the Buyer's order. A quotation is open for a period of 30 days after which it will lapse.
3. No other particulars contained in any advertising matter, catalogue or other publication or materials supplied by the Seller (including, but not limited to, references to weights, dimensions or performances) nor any verbal or written representation by any employee, agent or representative 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 existing rights of the Seller or Buyer.

3. Amendments and Cancellation

1. No amendments or additions to these Conditions shall be binding on the Seller unless accepted in writing by a director of the Seller.

2. If the Buyer is a business customer:

i. The Contract may not be cancelled by the Buyer except with the written consent of a director of the Seller.
ii. The Buyer agrees to reimburse the Seller in full against all losses (including, but not limited to, loss of profit), costs, damages, charges and expenses incurred by the Seller as result of cancellation of the Contract by the Buyer.

3. If the Buyer is a consumer:

i. If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 3.3.iii. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep any Goods, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under those Regulations is available from your local Citizens' Advice Bureau or Trading Standards office.
ii. However, this cancellation right does not apply in the case of any Goods made to your specification, bespoke Goods or Goods which are clearly personalised.
iii. You may cancel a Contract from the date you receive our dispatch confirmation, which is when the Contract between us is formed. If the Goods have already been delivered to you, you have a period of 14 (fourteen) working days in which you may cancel, starting from the day you receive the Goods.
iv. To cancel a Contract please contact our Customer Services telephone line or contact your nearest branch directly and inform them. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
v. You will receive a full refund of the price you paid for the Goods and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in 3.iv. If you returned the Goods to us because they were faulty or misdescribed, please see clause 3.3.vi.
vi. If you have returned the Goods to us under this clause 3.3 because they are faulty or misdescribed, we will refund the price of defective Goods in full but you must pay any applicable delivery charges you incur in returning the Goods to us.
vii. We refund you on the credit card or debit card used by you to pay.
viii. If the Goods were delivered to you:
a) You must return the Goods to us as soon as reasonably practicable. If the Goods require collection, we will collect the Goods from the address to which they were delivered. We will contact you to arrange a suitable time for collection;
b) You will be responsible for the cost of returning the Goods to us or, where relevant, the cost of us collecting the Goods from you if within our stated postcode delivery area. We charge a minimum £50 or 15% of all goods to be collected.
c) You have a legal obligation to keep the Goods in your possession and to take reasonable care of the Goods while they are in your possession.
ix. Details of your legal right to cancel and an explanation of how to exercise it are provided in the dispatch confirmation.
x. As a consumer, you will always have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 3.3 or these Conditions. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office.

4. Prices & Payment

1. All prices are exclusive of VAT which will be due and payable 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. The prices of the Goods will be as quoted on our website from time to time. Our website contains a large number of Goods. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system but it is possible that, despite our reasonable efforts, prices shown may be incorrect. We will normally check prices as part of our dispatch procedures so that:

i. where the correct price of the Goods is less than the price stated on our website, we will charge the lower amount when dispatching the Goods to you. However, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price; and ii. if the correct price of the Goods is higher than the price stated on our site, we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we do not receive your instructions, we will treat the order as cancelled and notify you in writing.

2. Interest on overdue invoices shall run from the date when payment becomes due from day to day until the date of payment at a rate of 8% above the Bank of England base rate from time to time in force and such rate shall apply both after as well as before any judgement.
3. For all Buyers (other than Buyers with a credit account) invoices are payable at the time that Goods are delivered. Buyers obtaining Goods through a credit account facility shall make payment on the last working day of the month following the month of invoice. Seller will accept payment of credit accounts by credit card subject to a 2.5% surcharge.
4. All bespoke Goods or Goods deemed to be 'specials' must be paid for in full prior to any ordering or manufacturing taking place.

5. Measures and Estimates of Quantities

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.
2. Buyer acknowledges and agrees that 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 are given 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.
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.

6. Delivery

1. Delivery dates mentioned in any quotation or acceptance form or elsewhere are given in good faith but are approximate only, non-binding 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.
2. Where delivery of Goods to site is undertaken by the Seller, it is on the understanding that there is a suitable road / access to the point on the site where delivery is requested. If no such road / access exists, delivery will be made to the nearest point to which, in the opinion of the Seller or its carrier, the Seller or its carrier can safely proceed and unload.
3. All necessary labour and equipment required to unload Goods promptly shall be supplied by the Buyer at the Buyer's expense, and neither the Seller nor its carrier shall be responsible for unloading. For the purposes of Condition 8 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.

7. 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 a minimum of 15% of the price of the goods for the carriage and handling of such Goods. No refunds or account credit notes will be given on bespoke or 'special' goods or bagged products, unless defective.

8. Property and Risk

1. Risk of loss of or damage to the Goods shall pass to the Buyer on delivery.
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 (i) 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; or (ii) the Buyer resells the Goods (in accordance with clause 8.3 below), in which case title to the Goods shall pass to the Buyer immediately before the time at which resale by the Buyer occurs.
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.
4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence) the Buyer shall store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property, and 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.
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 become immediately due and payable.

9. Claims for defects, damage, loss or non-delivery

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.
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.
3. If the Buyer shall fail to notify the Seller or 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 or to repairing or replacing such Goods or refunding all, or part of the Contract price against return of the Goods in good condition.

4. SELLER'S LIABILITY IF BUYER IS A BUSINESS:

i. THE SELLER'S LIABILITY TO THE BUYER WHETHER FOR ANY BREACH OF THE CONTRACT, IN TORT OR OTHERWISE SHALL NOT IN ANY EVENT EXCEED 10% OF THE CONTRACT PRICE AND THE SELLER SHALL BE UNDER NO LIABILITY FOR ANY LOSS WHICH IS NOT REASONABLY FORESEEABLE, SUCH AS CONSEQUENTIAL OR INDIRECT LOSS, SUFFERED (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) OR LIABILITY TO THIRD PARTIES INCURRED BY THE BUYER.
ii. Nothing in these Conditions limits or excludes Seller's liability for:
a) death or personal injury caused by Seller's negligence;
b) fraud or fraudulent misrepresentation;
c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
d) defective products under the Consumer Protection Act 1987.
iii. Subject to clause 9.4.ii, Seller will under no circumstances whatever be liable to Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
a) any loss of profits, sales, business, or revenue;
b) loss or corruption of data, information or software;
c) loss of business opportunity, anticipated savings, goodwill.

5. SELLER'S LIABILITY IF BUYER IS A CONSUMER:

i. Seller only supplies Goods for domestic and private use. Buyer agrees not to use the Goods for any commercial, business or re-sale purposes, and Seller has no liability to Buyer for any loss of profit, loss of business, business interruption or loss of business opportunity.
ii. Seller does not in any way exclude or limit its liability for:
a) death or personal injury caused by Seller's negligence
b) fraud or fraudulent misrepresentation;
c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
e) defective products under the Consumer Protection Act 1987.

6. Subject to the provisions of this Condition 9, all warranties, conditions or terms (whether implied by statute or otherwise) are hereby excluded to the fullest extent permitted bylaw provided that nothing in the Conditions shall exclude or limit liability for death or personal injury caused by the Seller's negligence or that of its personnel, or for fraud or fraudulent misrepresentation, or shall affect the statutory rights of the Buyer dealing as consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977).

10. Default by the Buyer

The Seller may terminate any Contract with the Buyer if the Buyer fails to make payment for the Goods in accordance with the Condition 4 or otherwise commits a breach of the Contract or if the Buyer (i) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or (ii) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or (iii) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or (iv) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or (v) (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver; or (vi) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets; or (vii) (being an individual) the Buyer is the subject of a bankruptcy petition or order; or (viii) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or (ix) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (viii) (inclusive); or (x) the Buyer suspends, threatens to suspends, ceases or threatens to cease to carry on all or a substantial part of its business; or (xi) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or (xii) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Without limiting its other rights or remedies, the Seller may suspend all deliveries and supplies of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in (i) to (xii), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that exist as at termination.

11. 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.

12. 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.

13. 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.

14. Credit Account

It is a condition of opening a credit account with the Seller that the Directors (including signatories of Self-Build accounts) of the Buyer jointly and severally guarantee performance of all the Buyers financial obligations to the Seller in accordance with Seller's credit account terms and conditions.

15. Age requirements for certain goods

The Seller reserves the right to refuse orders of specific goods such as solvents and knives if they deem the Buyer to be under 18 years of age. Proof of age may be required.

16. Changes to Terms & Conditions

The Seller reserves the right to review, change and update these Conditions from time to time, and recommends that Buyer revisits Seller's website regularly and each time Buyer places an Order for Goods to check the then current Conditions that will apply to the Contract. Every time the Buyer orders Goods from the Seller, the Conditions in force at that time will apply to the Contract. By placing an order for the purchase of any Goods the Buyer is deemed to have agreed to any changes or updates to Seller's Conditions.

Last updated 07/03/2016

Alsford
The Timber & Building 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**

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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 your local branch for validation.

***Mandatory Fields**

*ACCOUNT NAME

*TRADING ADDRESS

*POST CODE

*TEL *FAX

*MOBILE *EMAIL

☐ Please tick this box if you prefer to receive electronic invoices/statements

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

FOR ATL USE ONLY

ASM/BM to complete

☐ ASM / BM Visit
☐ Previous Cash A/C details attached
☐ ID verified and attached (if relevant)
☐ Value of orders pending £_____

PRICE BAND	BRANCH	ASM	CUSTOMER TYPE

Sign _____ Print Name _____

BM TRADA CERTIFICATION ISO 9001:2008 UKAS MANAGEMENT SYSTEMS 012
INVESTORS IN PEOPLE
FSC www.fsc.org FSC® C013163 The mark of responsible forestry
PEFC PEFC/16-37-020
BMF MERCHANT MEMBER
bwf-certifire FIRE DOOR SCHEME
POSITIVE ABOUT DISABLED PEOPLE

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57551 Alsford Acc App_opt2_57551 Alsford Acc App_v1_opt2 25/04/2018 13:13 Page 2

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

OFFICIAL ORDERS

PLEASE INDICATE WHETHER YOUR COMPANY ISSUES

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

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

NAME

DATE OF BIRTH / /

ADDRESS (residential)

POST CODE

TEL

MOBILE

LENGTH OF TIME YOU HAVE BEEN TRADING yrs mnths

☐ COPY OF HEADED PAPER ATTACHED

☐ COPY OF PARTNERSHIP AGREEMENT ATTACHED

PLEASE TAKE COMPLETED FORM WITH 2 PROOFS OF ID (DRIVING LICENCE OR PASSPORT AND A CURRENT UTILITY BILL) INTO YOUR LOCAL BRANCH FOR VALIDATION

NAME

DATE OF BIRTH / /

ADDRESS (residential)

POST CODE

TEL

MOBILE

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

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

£

TRADING TERMS

NETT MONTHLY ACCOUNT – PAYMENT TO BE MADE NO LATER THAN THE LAST DAY OF THE MONTH FOLLOWING INVOICE DATE

TERMS & CONDITIONS PLEASE READ (OVERLEAF) AND SIGN BELOW – AUTHORISED SIGNATORY ONLY

I/We hereby apply for a Trade Credit Account and agree to pay the account by the last working day of each month following month of delivery in accordance with the conditions of sale, and being Principal(s) of the applicant entity, jointly and severally guarantee performance of all the entity's financial obligations to Alsford Timber Ltd, including any financial obligations arising from any increase in credit limit granted by Alsford Timber Ltd, from time to time following the review of the applicant entity's account. We also acknowledge and accept your Terms & Conditions of Sale.

MUST BE SIGNED BY DIRECTOR(S), PARTNER(S) OR PROPRIETOR(S) OF THE BUSINESS.

SIGNED ***FULL NAME***

POSITION IN COMPANY ***DATE***

SIGNED ***FULL NAME***

POSITION IN COMPANY ***DATE***

SIGNED ***FULL NAME***

POSITION IN COMPANY ***DATE***

IMPORTANT – FAILURE TO SIGN WILL CAUSE DELAYS WITH YOUR APPLICATION.

BY SIGNING THIS AGREEMENT AND ACCEPTING OUR TERMS & CONDITIONS YOU AGREE TO RECEIVE REGULAR UPDATES AND SPECIAL OFFERS BY E-MAIL AND POST.

Please choose to opt in or out of receiving regular promotional information and special offers via email and text message. OPT IN ☐

This opt in option is now available in order for us to comply with the new General Data Protection Regulation.

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

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.