

Credit Application Form



HEAD OFFICE

Denholme Sawmills & Trade Centre
Station Sawmills,
Denholme,
Bradford,
BD13 4BS

T: 01274 832912
F: 01274 832959
E: sales@taylortimber.co.uk
www.taylortimber.co.uk

Office Use Only/Account No:		Office Use Only/Rep:	
Applicant Business name:			
Address:			
Contact name:		Position:	
Tel:		Fax:	
Mob:			
Email:			
****Accounts Email:			
Please tick if willing to receive invoices by email:		<input type="checkbox"/>	
Invoice Address (if different from above)			
Tel:		Fax:	
Nature of Business:		Number of years trading in current style:	Company Registration No:
PLEASE CIRCLE Company Type:		Sole Trader	Limited Company
		PLC	Partnership
For Partnership and Sole Trader please list full names, date of birth and home addresses of all partners, or of sole Trader (continue on separate sheet if necessary)			
VAT Registration No:			
Bankers Name and Address:		Bankers Sort Code:	
		Account No:	
Trade References - Please list three suppliers with whom you are currently trading on monthly account basis: (please do not include timber merchants)			
Company Name and Address:		Company Name and Address:	
Accounts Contact: _____		Accounts Contact: _____	
****FAX NO: _____		****FAX NO: _____	
Telephone No: _____		Telephone No: _____	
Company Name and Address:		Anticipated amount of credit required: £	
Accounts Contact: _____		Please note: All trading is governed by our conditions of sale (copy attached)	
****FAX NO: _____			
Telephone No: _____			
Application completed by: (PRINT NAME)		Date:	
All applications must be completed in full, signed and accompanied by a letterhead, and forwarded to the Denholme address			
Signature:		Position:	



TRUSSED RAFTER ASSOCIATION



THORNTON ROAD TRADE CENTRE

330 Thornton Road, Bradford,
BD8 8LD

T: 01274 484404 F: 01274 480188

CONDITIONS OF SALE

1. DEFINITIONS

- 'SELLER' means C.R. Taylor (Timber) Limited (Company Registered Number 660251).
'BUYER' means the person who buys or agrees to buy the goods from the Seller.
'GOODS' means the articles which the Buyer agrees to buy from the Seller.
'CONDITIONS' means the Terms and Conditions of Sale set out on this page and any special terms and conditions agreed in writing by the Seller prior to the date of the Contract.
- 1.5 "PRICE" means the price of the goods and VAT
1.6 "DELIVERY DATE" means the date specified by the Seller when the Goods are to be delivered.
1.7 "CONSUMER" shall have the meaning attributed to it in S.12 of the Unfair Contract Terms Act 1977.

2. CONDITIONS APPLICABLE

- 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 which the Buyer may purport to apply in any purchase order, confirmation of order or similar document.
2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller prior to the date of the contract.
2.5 Where the Buyer is dealing as a Consumer the statutory rights of the Buyer shall not in any way be affected by these Conditions.

3. THE PRICE AND PAYMENT

- 3.1 The Price shall be the Seller's quoted price exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
3.2 Payment of the Price shall be due on the last working day of the month following the end of the month in which the goods are delivered. Time for payment shall be of the essence.
3.3 The Seller reserves the right (to be exercised at any time) to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at the rate of 5% above Barclays Bank Plc base rate from time to time in force which interest shall accrue at such a rate after as well as before any judgment together with any costs or expenses incurred by the Seller in obtaining payment of overdue invoices.
3.4 If the Buyer fails to make payment on the due date than without prejudice to any of the Seller's other rights the Seller may
3.4.1 withdraw all credit facilities and demand account balance to date of closure
3.4.2 suspend or cancel deliveries of any articles due to the Buyer and/or
3.4.3 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
3.5 Payment for all goods purchased from our cash & carry centres is due at the time of collection of goods, or at the time of order for goods being delivered, unless such buyer has been previously granted a credit account with the seller, and that credit account does not have any overdue unpaid invoices on it.
3.6 Should any payment received from the buyer be rejected by the buyer's banker, the seller reserves the right to charge an administration fee of £25.00 plus any VAT applicable at the time. Such charge, the rejected payment, and any overdue unpaid invoices must be paid by means of cash or bankers draft before any further goods can be purchased by that buyer.

4. THE GOODS

- 4.1 The quantity and description of the goods shall be set out in the Seller's quotation.
4.2 Delivery of the Goods shall take place as specified in the Seller's delivery note. The risk in the Goods shall pass to the Buyer upon such delivery taking place.
4.3 The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased.
4.4 The Buyer shall be deemed to have accepted the Goods 7 days after delivery to the Buyer.
4.5 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract.
4.6 If the Seller agrees to accept any Goods for return the Buyer shall be liable to pay a handling charge of 15% of the Invoice price. Such Goods must be returned by the Buyer carriage paid to the Seller.
4.7 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost and risk without prejudice to any rights or remedies the seller may have.
4.8 When the Buyer rejects any Goods the Buyer shall have no further rights in respect of the supply to the Buyer of such goods or the failure by the Seller to supply Goods which conform to the contract.
4.9 The Seller shall not be liable to the Buyer for late delivery of the Goods.
4.10 Goods will not be accepted for return later than 14 days after receipt of those goods.
4.11 All goods purchased from our cash & carry departments which are subsequently returned due to no fault of the seller will carry a 15% handling fee.

5. WARRANTIES AND LIABILITY

- 5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the goods and whether implied by statute or common law or otherwise are excluded.
5.2 Except where the Buyer is dealing as a Consumer
5.2.1 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of the breach by the Seller of these Conditions.
5.2.2 In the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.
5.3 In the event of the Buyer requiring the Seller to accept liability for breach of these Conditions in excess of the restrictions contained in Paragraphs 5.2.1. and 5.2.2, the Buyer shall notify the Seller in writing prior to the date of the contract and the Seller will supply a revised quotation for the sale of the Goods to the Buyer.
5.4 Nothing in these Conditions shall operate to exclude or restrict the liability of the Seller for death or personal injury resulting from negligence.

6. TITLE AND RISK

- 6.1 The Goods shall be at the Buyer's risk as from delivery.
6.2 In spite of delivery having been made the property in the Goods shall not pass from the Seller until
6.2.1 The Buyer shall have paid the price in full and
6.2.2 The Buyer shall also have paid the price plus VAT in full for all other goods the subject of any other contract between the Seller and the Buyer which at the time of payment of the full price of the Goods sold under this contract have been delivered to the Buyer but not paid for in full.
6.3 The seller shall be entitled to recover the price notwithstanding that property in any of the Goods has not passed from the Seller.
6.4 Until the property in the Goods passes to the Buyer in accordance with Clauses 6.2.1 and 6.2.2 the Buyer shall hold the Goods in fiduciary capacity of the Seller in a manner which enables them to be identified as the Goods of the Seller and the Buyer shall immediately return the Goods to the Seller should its authorised representative so request. All the normal incidents associated with a fiduciary relationship shall apply.
6.5 Notwithstanding the preceding paragraph the Buyer shall be permitted to sell the Goods to third parties in the normal course of business. The proceeds of any such sale shall be held in trust for the seller in a manner which enables them to be identified as such.
6.6 The Buyer grants the Seller an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Buyer or in its possession for the purpose of re-possessing and removing any such goods the property in which has remained in the seller. The Seller shall not be responsible for and the Buyer will indemnify the Seller against liability in respect of damage caused to vehicles or premises in such re-possession and removal being damage it was not reasonable practicable to avoid.
6.7 The Buyer's right to possession of the Goods shall cease if he does anything or fails to do anything which would entitle an administrator or administrative receiver to take possession of any assets or would entitle any person to present a petition for winding up.
6.8 The Buyer shall insure and keep insured the Goods to the value of the Price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

7 MISCELLANEOUS

- 7.1 Any notice required to be served pursuant to these Conditions shall be in writing and served by First Class post or by hand on the Seller at its address on its invoice and on the Buyer's registered office or principal place of business.
7.2 If the Buyer fails to make payment for the Goods in accordance with these Conditions or commits any other breach of these arrangements with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer (other than for the purpose of amalgamation or re-construction 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 assets all sums outstanding in respect of the Goods shall become payable immediately. The seller may in its absolute discretion and without prejudice to any other rights which it may have
7.2.1 Suspend all future deliveries of Goods to the Buyer and/or terminate the Contract without liability on its part and/or
7.2.2 Exercise any of its rights pursuant to Clause 6.
7.3 The Buyer may not 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 reason whatever.
7.4 The Seller shall be entitled to a general lien on all Goods of the Buyer in the Seller's possession (including Goods of the Buyer which have been paid for) for the unpaid prices of all Goods sold to the Buyer by the Seller under this or any other Contract.
7.5 Any provision in 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 other provision of these Conditions.
7.6 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under these Conditions shall prejudice its right to do so in the future.
7.7 The Seller may licence or sub-contract all or any part of its rights and obligations under these Conditions without the Buyer's consent.
7.8 The Seller shall not be liable for any default due to any act of God, War, Strike, Lock-out, Industrial Action, Fire, Flood, Drought, Tempest or any other event beyond the reasonable control of the Seller.
7.9 The Seller may cancel the Contract at any time before the goods are delivered by giving written notice to the Buyer. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
7.10 These conditions are subject to the law of England and Wales
7.11 All headings are for ease of reference only and shall not affect the construction of these Conditions.