

## Application for Credit Account

Please ensure that all sections are answered in as much detail as possible  
and write clearly in Block Capitals.

If you supply a copy of your headed paper it will assist us in our enquiries.

### COMPANY INFORMATION

Full & Exact Company Name: \_\_\_\_\_

Trading Address: \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Phone No *(you must provide a landline)*: \_\_\_\_\_ Fax No: \_\_\_\_\_

Mobile Contact No's: \_\_\_\_\_

Registered Address: \_\_\_\_\_

If different from above

\_\_\_\_\_ Postcode \_\_\_\_\_

Is the company of Limited Liability?: Y/N \_\_\_\_\_ Co. Registration No: \_\_\_\_\_

If No, what is the legal status of the entity?: \_\_\_\_\_

And How Many Partners?: \_\_\_\_\_ How Many Years Trading As Currently Set Up?: \_\_\_\_\_

If 'Non Limited' please supply proof of address of the person completing this form on behalf of the organisation/trader and state in the space the type of document enclosed \_\_\_\_\_

Maximum Level of Credit Required: \_\_\_\_\_ (to nearest '000)

### NATURE OF BUSINESS

### DIRECTORS & EMPLOYEES

Principles / Directors Names: \_\_\_\_\_

Including Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Excluding Sub-Contractors Approximately How Many Employee's?: \_\_\_\_\_

## BANKING DETAILS

Branch Name: \_\_\_\_\_  
Branch Address: \_\_\_\_\_  
\_\_\_\_\_ Postcode \_\_\_\_\_  
Sort Code: \_\_\_\_ : \_\_\_\_ : \_\_\_\_ Account Number: \_\_\_\_\_

## PAYMENTS

Please give details of the person within your company who is responsible for issuing payments to suppliers:

Name: \_\_\_\_\_ Tel: \_\_\_\_\_

## TRADE REFERENCES

Please provide the names of TWO companies with whom you currently trade and who will be willing to provide information to us for credit purposes. **PLEASE NOTE: If these details are missing or incomplete, your application will almost certainly be delayed and do not include competitors or companies who you prefer us not to approach or those that state that they do not supply trade references.**

REFERENCE 1	REFERENCE 2
Name _____	Name _____
Company _____	Company _____
Address _____ _____	Address _____ _____
Postcode _____	Postcode _____
Fax _____	Fax _____

## ANY OTHER INFORMATION

If you have any other information relevant to this application, please state (use separate sheet if necessary)

***I understand that by completing and signing this application, no guarantee is made by WBS to offer credit account facilities and by submitting this form agree for WBS to carry out all relevant searches to establish the trading styles and credit worthiness of those applying including us obtaining a bank reference. By signing this application form I also agree to accept and abide by your Terms & Conditions of Business detailed Herein;***

### Wetherby Building Systems Limited Terms of Business

#### 1. Definitions

1.1 The following terms shall have the following meanings unless the context otherwise requires:

“Specifier”

Any architect, engineer or other party whatsoever (whether qualified or not giving instructions of any kind directly or indirectly to Wetherby Building Systems Limited.

Wetherby Building Systems Limited, 1 Kidglove Road, Golborne Enterprise Park, Golborne, WA3 3GS

Tel. 01942 717100 Fax. 01942 717101

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"Buyer"	Any person, firm or company who negotiates with or contracts to purchase Goods whether directly or through an agent and whether for resale or otherwise.
"Customer"	Any Customer by resale of the Buyer.
"Goods"	Any Goods supplied by Wetherby Building Systems Limited to or to the order of the Buyer.
"Wetherby Building Systems Limited"	Wetherby Building Systems Limited, hereafter referred to as WBS or The Company.
"Interest Rate"	Whichever is the greater of the then base lending rate of Natwest Bank plc plus 8% surcharge as specified in the 'Late Payment of Commercial Debts (Interest) Act 1998'.

- 1.2 Headings are given for convenience only and do not effect the interpretation of these conditions.
- 2. Application and Variation of the Conditions**
- 2.1 These conditions apply to all contracts made as a result of quotation issued and other sales of Goods and services supplied by WBS.
- 2.2 Variations to these conditions shall only be valid if made in writing or by telephone and confirmed in writing under the hand of a Director of WBS.
- 2.3 The Buyer by placing an order with WBS:
- 2.3.1 Accepts and acknowledges that the conditions form part of the contract between the parties and;
- 2.3.2 Agrees that any conditions of the Buyer shall only have effect to the extent that they have been expressly agreed in writing by WBS.
- 2.4 The contract is between the parties as principles and the Buyer may not assign the benefit of the contract without the written consent of the company.
- 2.5 WBS advertising material shall not form any part of the conditions without the written consent of the company.
- 2.6 WBS technical data and other specific written specifications only apply for a reasonable period of time from the date on which they were prepared.
- 3. Quotations**
- 3.1 Subject to the conditions, any quotation of WBS shall be effective for a period until the specified tender date or (if no tender date is specified) until the date on which WBS next price list is published.
- 3.2 Unless otherwise specified, prices of Goods shall exclude the cost (as quoted by WBS) – of delivery to mainland England, Scotland and Wales only. WBS shall have the right to determine method of delivery.
- 3.3 Unless otherwise specified, prices of Goods quoted are exclusive of Value Added Tax which will be payable to WBS by the Buyer.
- 4. Variation of Quotation**
- 4.1 In the event that the Buyer (after ordering the Goods):
- 4.1.1 Gives to WBS instructions for the supervision and/or delay of its order or its completion, or
- 4.1.2 Failing to give further adequate instructions for the proper completion of its order, or
- 4.1.3 Returning or failing to accept delivery of the Goods. WBS shall have the right to charge for the work done and for additional expenses incurred including (but without prejudice to the generality of the foregoing) the cost of storage incurred by reason of such instructions or lack of them.
- 4.2 Any discounts given to the Buyer are given ex gratia and not of right and do not represent a pattern of trading.
- 5. Delivery**
- 5.1 Goods delivery shall be evidenced by a person at the agreed destination signing the delivery note and purporting to receive the goods on behalf of the Buyer or on behalf of the agreed main contractor of the Buyer at such destination or his duly authorised representative.
- 5.2 Time and Delay
- 5.2.1 The time and place for delivery will be agreed between the parties but shall not be of the essence of the contract unless specifically agreed otherwise as an amendment to these conditions.
- 5.2.2 WBS will use its best endeavours to keep the date of delivery requested but WBS shall not be responsible for any damages or loss (whether direct or indirect) occasioned to the Buyer or any third party claiming through the Buyer.
- 5.2.3 The Buyer will indemnify WBS against all claims by a third party against WBS for damages directly or indirectly ascribable to delay, failure to deliver or short delivery.
- 5.2.4 If there is any delay in delivery for any reason beyond the control of WBS then:
- (a) A new delivery date shall be fixed by WBS in the light of the circumstances of the delay, and;
- (b) The Buyer shall take delivery of the Goods at such reasonable time as WBS is able to deliver them or arrange their delivery.
- 5.2.5 Upon the Buyer giving WBS such indemnity and security as WBS shall reasonably require, WBS shall allow the Buyer to use the name of WBS and if necessary will join the Buyer as claimant in any proceedings against those responsible for the delay.
- 5.3 Consignment Delivery
- 5.3.1 WBS at its discretion make deliveries by separate consignments. Such deliveries made at the customers request will incur additional haulage charges to be invoiced to the customer.
- 5.3.2 Where delivery is made by separate consignments each consignment shall at the option of WBS constitute a separate contract and if any consignment or delivery is not paid for pursuant to these conditions WBS may withhold delivery of further consignments.
- 5.3.3 The Buyer shall not be entitled to refuse to take delivery or refuse to pay for any consignment on these grounds that the previous consignment was defective, delivered late or otherwise.
- 6. Terms of Payment**
- 6.1 Payment is due in the date of invoice.
- 6.2 Subject to any alternative credit terms agreed in writing by WBS, payment for Goods shall be made in sterling cash (or other currency as may be determined by the Buyers territory) not later than the 20<sup>th</sup> of the month following the month in which delivery of the Goods is made, or in which risk passes under clause 7.1, whichever is the sooner.
- 6.3 WBS may at its discretion and at any time withdraw or vary any credit terms (or discounts). Credit accounts not used for an extended period at the discretion of WBS may be closed without notice and/or alternative terms imposed.
- 6.4 All payments shall be made:
- 6.4.1 To WBS without any deduction or deferment on account of disputes or cross claims whatsoever whether or not the same might be invoked by way of set-off or defence under s53 of the Sale of Goods Act 1979 or otherwise, and;
- 6.4.2 Shall be made payable to "Wetherby Building Systems Limited" and forwarded to WBS Limited, 1 Kidglove Road, Golborne, WA3 3GS.
- 6.5 In no circumstances shall any payments due to WBS be made payable to representatives or employees of WBS.
- 6.6 All payments received shall be first set against the monies due under or pursuant to the oldest outstanding invoices.
- 6.7 In the event of any payment not being made by the Buyer by the due date:
- 6.7.1 WBS shall be entitled to claim and the Buyer shall pay to WBS if claimed:
- (a) Interest on the outstanding amount at the Interest Rate from the date of invoice (or the date at which the invoice became due for payment at the discretion of WBS) until payment is received by WBS.
- (b) All expenses and costs including agency or professional fees incurred by, or for WBS in the course of any action to recover late payments. All accounts beyond our credit terms will be passed to either our credit insurer who's charges may vary and/or our debt collection agency, Sinclair Goldberg Price Ltd. Their charges are 15% plus VAT and all accounts, without exception, will be subject to this additional charge to cover their costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement. WBS may at its discretion appoint an alternative agent to assist with the collection process and whose costs may vary but will be passed on to the buyer in the same manner.
- 6.7.2 WBS shall have the right to withhold delivery of any of the Goods ordered by the buyer until such sums are paid and if payment shall not have been made within twenty eight (28) days of becoming due, then the Buyer shall be deemed to have refused to accept delivery of the Goods not yet delivered.
- 6.8 In the case of any written agreement for payment by instalments then the Buyer does not pay by instalment by the due date in which that instalment is to be made then:
- 6.8.1 The total outstanding amount then due shall become payable forthwith, and;
- 6.8.2 Interest shall be payable by the Buyer on the total outstanding amount due at the interest Rate from the date of the invoice of the instalment until the said total outstanding is paid.
- 6.9 If the Buyer does not comply with the agreed terms of payment and compounds with its creditors or becomes insolvent or files a petition for liquidation all monies then outstanding shall become immediately payable irrespective of any agreed terms for payment.
- 7. Risk and Ownership**
- 7.1 Risk
- 7.1.1 The risk in the Goods shall pass to the Buyer:

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- (a) At the point that the Goods are off-loaded at the destination required by the Buyer, or:  
 (b) (In the event of WBS not being required to deliver the Goods or the Buyer refusing to accept delivery of the Goods) at such time as the Buyer is notified that the Goods are ready for collection or has refused delivery (as the case may be).
- 7.1.2 The Buyer undertakes to insure the Goods with a reputable insurer as soon as the risk in the Goods passes to it until payment for the Goods has been made in full to WBS.
- 7.2 Ownership**
- 7.2.1 Notwithstanding the delivery or the passing of risk the ownership in the Goods shall remain in WBS until the Buyer has paid all monies owed by it to WBS under the contract relating to those Goods.
- 7.2.2 Until such payment is made the Buyer shall hold on a fiduciary basis only all Goods which have been either sold on or affixed to a surface belonging to a third party and the ownership in which is vested in WBS by virtue of this clause.
- 7.2.3 If any payment is outstanding WBS may (without prejudice to any of its other rights and remedies) recover and re-sell any or all of the Goods remaining in his ownership and for that purpose may enter upon any premises to which the Buyer has a right of access.
- 7.2.4 At the request of WBS the Buyer shall disclose to WBS the location of any site for which the Goods were intended and/or used.
- 7.2.5 On any sale by the Buyers of Goods supplied by WBS (before the ownership in those Goods is vested in the Buyer) and any rights which the Buyer may have against the Customer shall automatically vest in WBS.
- 7.2.6 WBS shall (without prejudice to any other rights or remedies it may have) be entitled to make a claim directly against the Customer for any purchase money unpaid by the Customer provided that WBS shall return to the Buyer any monies recovered in excess of the amount then owed by the Buyer to WBS together with costs and expenses involved in making such claim.
- 7.2.7 Where by agreement or otherwise delivery is made by separate consignments the provision of this clause shall apply to each consignment as if each consignment constituted a separate contract.
- 7.2.8 WBS shall have the right (without prejudice to any other rights or remedies it may have) to require the Specifier to direct the employer or any main or intermediate contractor on any building site where the Goods are intended to be used make payment direct to WBS.
- 7.2.9 If WBS notifies the Buyer that the Goods are ready for delivery to or collection by the Buyer and then the Buyer instructs WBS to hold such Goods, WBS shall be at liberty to store such Goods at the Buyers expense and risk at such premises as decided upon by WBS.
- 7.2.10 WBS have no obligation to accept returns on unwanted goods except in cases of over-delivery in error by WBS or in the case of faulty goods where WBS have accepted liability in this respect. Any return for unwanted goods is at the discretion of WBS and a handling charge (variable) and return carriage will be levied.
- 8. Force Majeure**  
 WBS shall be under no liability to the Buyer if it is prevented from carrying out its obligations or any part thereof under any quotation or order and/or from making delivery by reason of Acts of God, epidemics, war, storage or labour of materials, riots, civil commotion, lock outs, strikes, fire, drought, flood, accidents to workmen or machinery, government controls, restrictions or prohibitions or other government action or omission or any other cause beyond its control.
- 9. Warranty, Defective Goods and limitations of Liability**
- 9.1 Warranty**
- 9.1.1 The warranty given by WBS in respect of any Goods not manufactured by it are limited to the warranties received by it from its own supplier. Details of these warranties (if any) will be available upon written request from WBS.
- 9.1.2 Goods must be stored in accordance with the instructions set out on any packaging or in the specification delivered to the Specifier of which the Buyer is deemed to have notice. Different components have different shelf lives and details can be obtained from WBS.
- 9.1.3 WBS will make every reasonable effort to maintain colour shade, texture and/or finish of goods between production batches or consignment – (“the finishes”) it does not undertake that the finishes will be maintained. If the finishes differ between one consignment and the other or between one unit of the same delivery and another, such differences shall not render the Goods defective or give the Buyer any right against WBS.
- 9.2 Defective Goods**
- 9.2.1 The Buyer shall have no claim against WBS and the Buyer shall have no right to reject Goods on the grounds of:  
 (a) Alleged shortage or damage in transit unless the Buyer notifies WBS and the carrier (if any) in writing within 24 Hours of delivery. No claims will be entered into in respect of alleged damage or shortage unless notified to WBS in this timeframe AND the delivery paperwork as been endorsed as such at the time of delivery on the carrier's copy. The name and address of the carrier (if any) may be obtained from WBS.  
 (b) Alleged defective condition unless the Buyer notifies WBS in writing of such within a reasonable period and as soon as the alleged defect is identified allowing WBS to investigate.
- 9.2.2 WBS shall (if defects are alleged) have the right to inspect and take samples for analysis of the Goods and from any original or subsequent container to the extent that the same exists. The analysis findings shall be notified to the Buyer within twenty one (21) days of samples or containers having been taken and the decision of WBS in such matters shall be final and binding on the parties.
- 9.2.3 Goods represented or be defective by the Buyer shall not be used without the written consent of WBS or form the subject of any claim for:  
 (a) Work done by the Buyer, or;  
 (b) For any loss, damage or expense whatsoever arising directly or indirectly from such event.
- 9.3 Liability**
- 9.3.1 In no circumstances will the liability of WBS:  
 (a) Exceed the cost of replacement or the price payable by the Buyer for the relevant Goods (whichever is the lower) or;  
 (b) Include consequential loss, damage or expense however arising.
- 9.3.2 Nothing in these conditions shall exclude or restrict the liability of WBS for death or personal injury resulting from its proven negligence.
- 9.3.3 Complaints by the Buyer in respect of Goods alleged to be defective shall not be grounds for the Buyer to withhold payment or accounts due to WBS and shall not give any right of set-off against payment due from the Buyer to WBS.
- 10. Notices**  
 Notice to either party must be delivered by hand or sent by pre-paid first class post addressed to:  
 10.1 WBS at its principal place of business and are deemed served on the date of receipt.  
 10.2 The registered office of the Buyer or to any address at which the Buyer resides or carries on business and are deemed served on delivery or five (5) days after posting whichever shall first occur.
- 11. Law and Arbitration**
- 11.1 These conditions shall be read and construed in accordance with English Law.
- 11.2 All disputes (not otherwise resolved under these conditions) which arise out or in connection with or in relation to any contract shall be referred to a single expert:  
 11.2.1 Nominated by the parties or failing agreement nominated by the president or Chairman for the time being of The Manchester and County Chamber of Commerce & Industry (Inc.);  
 11.2.2 Who shall adjudicate on the matters in dispute and act as an expert and not an arbitrator and whose decision shall be final and binding on the parties.
- 12. Data Protection**
- 12.1 By applying for credit terms with WBS, you agree that any personal data you provide can be passed to our credit insurer, credit reference agencies and information providers, insurance companies, intermediaries and agents and they may keep a record of it and pass it to their customers. The personal data will be used for credit risk assessment and insurance and other related purposes and we may also receive personal data from sources other than you. WBS undertake to keep any such data secure and for only as long as is necessary.

**Signed on behalf of the above company**

**Date**

**\*\*\*\* NB. Once Completed Please Return All 4 Pages \*\*\*\***

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