



**The Yard**  
Builders Merchants

Yard Supplies Ltd  
75 Whitley Road  
Hoddesdon  
Hertfordshire  
En11 0PT  
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## CREDIT ACCOUNT APPLICATION FORM

ACCOUNT NAME: \_\_\_\_\_

TRADING TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NU \_\_\_\_\_

MOBILE NO: \_\_\_\_\_ EMAIL \_\_\_\_\_

BUSINESS TYPE: \_\_\_\_\_ Are you sole proprietorship/partnership/Ltd Company/LLP/PLC

NUMBER OF YEARS TRADING: \_\_\_\_\_

NUMBER OF EMPLOYEES: \_\_\_\_\_ 0-5 6-10 20-49 50-99 100-199 200+

VAT REGISTRATION NUMBER \_\_\_\_\_

### LIMITED COMPANIES ONLY

COMPANY REGISTRATION NU: \_\_\_\_\_ DATE OF INCORPORATION: \_\_\_\_\_

PARENT COMPANY: \_\_\_\_\_

### NON – LIMITED COMPANIES ONLY

#### SOLE PROPRIETOR'S/PARTNER'S/DIRECTOR'S DETAILS

NAME : \_\_\_\_\_ DOB \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

POSTCODE: \_\_\_\_\_ TEL/MOB NU \_\_\_\_\_

NAME: \_\_\_\_\_ DOB \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

POSTCODE: \_\_\_\_\_ TEL/MOBNU \_\_\_\_\_

NAME: \_\_\_\_\_ DOB \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

POSTCODE: \_\_\_\_\_ TEL/MOBNU \_\_\_\_\_

HAVE DIRECTORS TRADED UNDER ANY OTHER NAME(S)(ASSOCIATED COMPANIES) YES( ) NO ( )

IF YES PLEASE GIVE DETAILS \_\_\_\_\_

PLEASE SPECIFY IF YOU WISH TO HAVE YOUR ( ) INVOICES ( ) STATEMENTS SENT BY EMAIL ( ) POST ( )

PLEASE SPECIFY THE ADDRESS OR EMAIL ADDRESS WHERE YOU WANT THE INVOICES/STATEMENTS DELIVERED TOO:

CREDIT LIMIT REQUIRED \_\_\_\_\_

**TRADE REFERENCES**

REFERENCE 1 \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX/EMAIL: \_\_\_\_\_

REFERNCE 2 \_\_\_\_\_ CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX/EMAIL: \_\_\_\_\_

REFERNCE 3 \_\_\_\_\_ CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX/EMAIL: \_\_\_\_\_

**I/We herby authorize you to whom this application is, or your agents,to investigate my/our credit worthiness and will provide further information as you deem necessary.**

**All invoices to be paid within 30 days of month end. Claims/Return of goods arising from invoices must be made within seven working days.**

**I/We have read, understand and a retained a copy of your Conditions of Sale, including the Returns and Payment policy above.**

**All information that we hold concerning you will be held and processed by Uvalue Insulation Ltd strictly in accordance with the provisions of the Data Protection Act.**

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CREDIT SERVICES/OFFICE USE ONLY**

**SALES PERSONS CODE** \_\_\_\_\_ **ACCOUNT CODE** \_\_\_\_\_

**CREDIT DAYS** \_\_\_\_\_ **CREDIT LIMIT APPROVAL** \_\_\_\_\_



CONDITIONS OF SALE

1. These conditions shall form part of all contracts for the supply of goods (hereinafter called "the Goods" by YARD SUPPLIES LTD (hereinafter called the company) to any other person (hereinafter called "the customer") and shall prevail over any inconsistent terms or conditions contained in or referred to in the Customers Order or in correspondence or elsewhere and all or any conditions or stipulations contrary to these are hereby excluded and extinguished. No Employee has authority to vary or add to or depart from these terms or make any representation about the goods or the contract made herein.

2. Quotations by the company shall not constitute offers by the company to supply the goods or carry out the work referred to herein, and no order placed in response to a quotation will be binding unless accepted by the company in writing. All such acceptances by the company are subject to availability of the necessary materials and to the company being able to obtain any necessary authorisation and/ or licenses and to the same remaining valid.

3. The prices of the goods shall be those ruling at the date of delivery. Any Value Added Tax payable in respect of the goods supplied under these conditions will be borne by the customers.

4. If the company suffers any increased costs by virtue of a variation in a rate or rates of exchange the contract price of the undelivered goods herein shall be re-negotiated by the company and the Customer.

5. The time, if any, Specified for the commencement and completion of the supply and delivery of the goods shall be deemed to be variable if delays are occasioned by force majeure, Strike, Lockouts, accidents or any reason whatsoever, and such times, if specified, are approximate only and not of contractual effect. Time of delivery is not of the essence of the contract nor shall the company be under any liability in respect of any delay in delivery.

6. Payment of sum due to the company shall be made at the end of the calendar month immediately following that in which delivery is effected. Payment of any amount due is a condition precedent for starting further deliveries. The Company shall have the right to terminate any contract when payment is in arrears. The costs and losses of the Company resulting from withholding deliveries of provisions of the condition, if the company shall deliver goods to the customer at the time when payment is due, this shall be done without prejudice to the company's right under this condition and all other conditions of sale. The company shall charge the customer interest at the rate of 3% per annum in excess of the Associated Banks prime lending rates and such interest shall start to accrue as soon as any money is overdue for payment by the customer to the company.

7. The Ownership of goods supplied under each contract between the company and the customer shall remain in the company until such goods have been paid for in full, Unless such goods have been paid in full, the customer shall-

(a) Store such goods as clearly to show them to be the property of the company.

(b) Hold such goods for the Company PROVIDED THAT nothing herein shall constitute the Customer the agent of the company for the purposes of any such sub-sale

(c) At the request of the company the customer shall furnish the company with the names and addresses of debtors and sub-purchasers who have purchases such goods from the customer together with all appropriate particulars thereof, so as to enable the company to recover sums owing in respect of such goods from such debtors and/or sub-purchasers directly.

8. Notwithstanding that the title in the goods shall not pass to the Customer, except as is provided in Clause 7, The goods shall be at the risk of the customer from collection by the customer or delivery to the customer of such goods.

9. The company shall be entitled to repossess any goods supplied to the customer in respect of which payment is overdue and thereafter to re-sell the same, For this purpose, The Customer HEREBY GRANTS an irrevocable rights and license to the company through its servants and agents to enter with or without vehicles on all or any premises of the customer on which such goods may be situated.

10. Goods invoiced or supplied are not tested or sold as fit for any particular purposes and any term, warranty or condition express implied or statutory to the contrary is excluded, in no circumstances under, out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular goods or section of goods concerned, All terms (express or implied) relating to the quality of goods are warranties only the breach of which gives no right to reject the goods or repudiate the contract in any circumstances whatsoever, Notice of any claim arising out of or in connection with this connection with this contract must be given in writing to the company within seven days from the date when the goods are collected or delivered falling which all claims shall be deemed to be waived and absolutely barred. In any event, The Company Shall be under no liability for shortage or damage unless within three days of delivery the Customer gives written notice of claim to the Company and to the carrier

(otherwise than upon consignment note or delivery document) and the company shall be under no liability whatsoever unless the customer can prove to the company's satisfaction the identity of the goods complained of. Where the customer is dealing as a consumer within the meaning of the sale of goods and supply of services Act, 1980, nothing in these conditions shall affect the rights granted to such a customer under the Act. 10(B) The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

11. Should the company be delayed in or prevented from carrying out its obligations under the contract by Act of God or riot, strike, lock-outs, trade disputed or any other labour disturbances, Fire, Flood Difficulty in obtaining workmen, materials or transport or the consequences of hostilities or any Government interference or other circumstances whatsoever outside of the company's control, The company shall not liable to the customer for any loss or damage whether direct in indirect which may thereby be suffered by the customer and furthermore the company shall be at liberty to determine or suspend the contrast without incurring liability for any loss damage resulting to the customer.

12. The Company shall be entitled to withhold delivery of goods or any part thereof until all monies due by the customer and to the company on whatever accounts are paid, If in the opinion of the Company, The customer does or suffers to be done anything which might prejudice its liability to pay the full price it shall be deemed to have repudiated this contract and the company may without prejudice to its other rights under this Contract accept such repudiation without notice as cancellation of the contract.

13. The Contract between the company and the customer shall be governed by and interpreted in accordance with the laws of the United Kingdom.

14. Except where the company exports out of the United Kingdom the customer shall return carriage paid to the company's works in good condition within one month of receipt of all pallets, packing cases, drums and crates (hereinafter called "returnables") provided for packing or handling goods in transit and invoiced to the customer as returnable. The customers shall not make any deductions from the company's accounts in respect of the costs of returnables but credit will be allowed up to the full amount charged therefore in the accounts rendered by the Company provided the returnables have been returned and accepted by the company within the terms specified above.

15. The company will not be liable for the loss or damage to goods or materials in transit in the United Kingdom.

16. Goods shall not be returned after delivery without the company's prior agreement which at all times require proof of purchase. When the company so agrees, the customer shall pay a **restocking charge of 15%** of the price of the goods. This does not affect your statutory rights.