

Credit Account Application Form

Instructions for completing this form

- To be completed by the owner/director/company secretary of the company applying for credit
- Please read ALL sections of this form BEFORE starting to fill it in
- Please complete all sections of the form before signing this sheet

The application comprises the following parts:

Part 1: Credit Account Application

- About your business: fill in names, addresses, trading style, credit limit required, etc.
- Please fill in names and home addresses of principals/directors and trade references
- Please provide your bank details
- Please do not sign this application until you have completed all pages

Part 2: Customer Details

- Detach the front cover and terms and conditions for reference
- Return the completed Credit Account Application and Bank Status Enquiry Authority to S3i Group,

or post to: **S3i Group**

**1 Faraday Close,
Snape Lane,
Harworth,
DN11 8RU,
England**

Please read and retain for future reference

GENERAL

1. (a) In these conditions, "we" or "us" means the member company of the S3i Group specified in the contract for the sale of goods to you and "you" means the buyer, and "our" and "your" shall be construed accordingly.
 (b) These conditions apply to all sales of goods by us and shall prevail over any other terms or conditions contained or referred to in any order or in correspondence or elsewhere or implied by trade, practice or course of dealing unless such other terms or conditions are specifically agreed in writing by one of our Directors. No variation or exclusion of these conditions shall be effective unless agreed in writing in advance by one of our Directors. No terms or conditions of any main building contract or sub-contract shall affect these conditions whether or not we have notice of them.
 (c) A person who is not a party to a contract with us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract. You may not assign the contract or any part of it without our prior written consent.
 (d) If any provision of the contract is found by any court or other competent body to be wholly or partly illegal, invalid, or unenforceable, it shall to the extent of such illegality, invalidity, or unenforceability be deemed severable and the remaining provisions of the contract shall continue in full force and effect.
 (e) The heading above each condition is for reference only and shall not affect or limit the interpretation and effect of these conditions.
 (f) Any typographical error or clerical omission in any sales literature, quotation, price list, or other document issued by us may be corrected without liability on our part.

QUOTATIONS AND ESTIMATES

2. A quotation given by us is an invitation to treat and not an offer. We may withdraw or amend any quotation at any time prior to our acceptance of your order, which will occur when we issue a written acknowledgment or when we begin to process your order, whichever is the earlier.
 3. You acknowledge that you do not rely on any representations made by our employees or agents. Any estimate of quantities needed or advice as to the suitability of any goods for any particular purpose given by our employees or agents, is given without liability on our part. You are responsible for ascertaining the quantities required and the suitability of the goods for their purpose.

PRICE

4. (a) Subject to clause 4(c), the price payable shall be as published in our current price list at the time of delivery, even if this differs from the price stated in any quotation given by us, unless the price quoted was not a list price current at the time of the quotation.
 (b) Subject to clause 4(c), if there is no list price for the goods sold, or if the price quoted was not a list price current at the time of quotation, the price payable shall be the price stated in the quotation, provided that we have accepted the order within the period stated in the quotation.
 (c) We may make such alterations to our price list as we think fit. In particular we may at any time and without notice to you revise the price payable for the goods sold to take account of increases in costs including, without limitation, costs of any goods or materials carriage labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rate since the date of preparation of the current price list or (in cases falling within clause 4(b)) acceptance of the order.
 (d) Prices are exclusive of Value Added Tax which shall be payable at the rate prevailing at the tax point.
 (e) Unless we otherwise agree in writing we may charge you the cost of transport of the goods to the destination requested by you.

TERMS OF PAYMENT

5. (a) You may open a credit account, subject to satisfactory credit references being obtained and at our discretion. Payment for goods supplied on a credit account shall be due not later than the last day of the month following the month of delivery of the goods. If you default in making payment, the entire balance of your account shall be payable forthwith and we may charge interest on the account, together with costs and expenses, in accordance with clause 5(d).
 (b) You may not withhold or set off payment of any amount due to us.
 (c) If you do not make any payment on the due date then, without prejudice to any other right or remedy available to us, and whether or not any part of your account is subject to query, we may:-
 (i) cancel the contract or suspend any further deliveries to you;
 (ii) appropriate any payment made by you to such of the goods (or the goods supplied under any other contract between you and us) as we may think fit; and
 (iii) be indemnified by you against all costs and expenses incurred by us in recovering sums due or in exercising our rights pursuant to clause 5.
 (d) If you are an existing credit account customer and intend, being a company, to alter your constitution or, being a sole trader or partnership, to become incorporated or amalgamated with others, you must give prior written notice to us of the intended change if you wish to continue credit account facilities following the intended change. Continuance of trading after the change shall be at our discretion and only deemed undertaken by us if a written acknowledgment is issued by our Credit Controller or one of our Directors. You agree that we may obtain, retain, and provide to third parties, references as to your financial standing.

DELIVERY

6. (a) Delivery dates or times mentioned in any quotation or elsewhere are approximate and not part of any contract and we shall not be liable to you if we do not deliver on or at any particular date or time, nor shall time be of the essence of any contract.
 (b) We will deliver to site on the understanding that there is a suitable road to the point where delivery is requested. If no such road exists delivery will be made to the nearest point to which, in the opinion of the driver, the vehicle can safely proceed and unload.

RISK AND TITLE TO GOODS

7. The risk in the goods shall pass to you upon delivery.
 8. (a) You may sell and deliver the goods to third parties in the ordinary course of your business, acting towards such third parties as a principal and not as our agent, but you shall hold all proceeds of sale on trust for us in a separate bank account, you hereby assigning to us all rights and claims which you may have against your customers arising from such sales until full payment is made as aforesaid.
 (b) (i) a decision by you to make a voluntary arrangement or composition with your creditors or any notice to you and/or any of your creditors that a proposal for the same is to be or has been made;
 (ii) you becoming unable to pay your debts as such expression is defined by the Insolvency Act 1986; or
 (iii) any notice to you that you are to be the subject of a petition for an administration order or the making of any administration order in respect of you; and you shall immediately notify us in writing upon the happening of any such event.
 (c) On receipt of written notice from us or on the happening of any of the events set out in clause 8(b), your authority to sell our goods shall immediately be withdrawn and all such goods and products made there from shall immediately be delivered to us at your cost and risk.

LIABILITY

9. (a) You shall inspect the goods upon delivery. We will make good at our option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified in writing to us; in the case of any defect discoverable upon reasonable examination, such notification must be made within 2 working days from the date of delivery and, in the case of any defect not discoverable upon reasonable examination, such notification must be made within 2 working days of the date such defect is actually discovered provided that:
 (i) our above obligations do not extend to defects caused by wilful damage, negligence (other than by our employees or agents), fair wear and tear, alteration or repair of the goods without our prior written approval, or incorrect storage, application, movement or installation;
 (ii) we are not responsible either for the cost of removing any defective goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement goods unless this cost has been previously agreed in writing by one of our Directors; and
 (iii) our above obligations only apply for twelve months from the date of delivery.
 (b) We will not accept liability for shortages in quantities delivered unless you notify us of any claim for short delivery within 2 working days of delivery. Our liability shall be limited to making good the shortage.
 (c) Save as set out in these conditions and save for liability for death or personal injury resulting from our negligence and save for breach of our undertakings as to title implied by statute, all express or implied conditions, representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded. We shall not be liable for any consequential, indirect or economic loss or for any loss of profits, business, revenue, goodwill or anticipated savings, (whether arising from breach of contract, tort, breach of statutory duty, misrepresentation or otherwise).
 (d) Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such order.
 (e) If you are a consumer (as defined by the Consumer Transactions [Restrictions on Statements] Order 1976) your statutory rights are not affected by these conditions.
 (f) On request, we will provide information about any guarantee offered by a manufacturer and available to you in respect of the goods.

MEASURES

10. We may supply goods in either metric or imperial sizes in the nearest equivalent measure and goods may be charged in metric measure allowing for conversion.

CANCELLATION OF ORDERS

11. (a) Subject to clause 11(b) we may at our discretion accept or reject the cancellation of any order after we have accepted it. If we decide to accept the cancellation of such order, this acceptance shall be on such terms as we specify. We will not accept the cancellation of an order for goods which are to be specially made or obtained nor will any allowance be made in respect of such goods where they are subsequently returned.
 (b) Where you are a "consumer" under a "distance contract", both as defined in the Consumer Protection (Distance Selling) Regulations 2000, you may cancel the order within 7 working days after the day after the goods are delivered. You must then either return the goods to the branch from which they were delivered or request us to collect the goods; in the latter case you will be liable to pay our costs of collection. You will not have a right of cancellation where the goods are made to your specification or are personalized or are liable to deteriorate or expire rapidly.

RETURN OF GOODS

12. Subject to clause 11(b), we may at our discretion accept or reject the return of any goods which have been incorrectly ordered. If we decide to accept the return of such goods, this acceptance shall be on such terms as we specify and in particular we may charge you for the carriage and handling of such goods. We will not accept the return of goods which are liable to deteriorate or expire rapidly.

FORCE MAJEURE CLAUSE

13. We shall be under no liability for any loss, damage, delay or expenses caused wholly or in part by Act of God, outbreak of war, civil commotion, governmental policies or restrictions or control, including restrictions of export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves us, our employees or agents, or by any other event whatsoever which is beyond our control, and in any such circumstance, we may omit goods from, or cancel, your order, or postpone delivery of the goods ordered.

BANKRUPTCY OR INSOLVENCY

14. If,
 (a) you make a proposal for or enter into a scheme of arrangement or a composition with your creditors or fail to comply with a statutory demand for the repayment of a debt within the time allowed or become apparently insolvent, or
 (b) (where you are an individual or, where you are a partnership, in the case of any individual partner) an application is made to the court under Part V111 of the Insolvency Act 1986 for an interim order for the purpose of a voluntary arrangement or an order is made for the administration of your estate pursuant to Part VI of the County Courts Act 1984 or a bankruptcy petition relating to you is presented to the court or you are adjudged bankrupt, or
 (c) (where you are a company) a petition for an administration order is presented to the court pursuant to Part II of the Insolvency Act 1986 or you pass a resolution or the court makes an order that you shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or a receiver or administrative receiver is appointed of any of your assets or undertakings or circumstances arise which entitle the court or a creditor to appoint a receiver or administrative receiver, or
 (d) (where you are either a company or a partnership) circumstances arise which entitle the court to make a winding-up order, or
 (e) (whether you are a company, a partnership or an individual) you take or suffer any similar action in consequence of debt, we may stop any goods in transit and suspend further deliveries and may forthwith terminate the contract without prejudice to the continuation of our rights hereunder and to any existing claims.

NON-WAIVER OF RIGHTS

15. The failure by either you or us to exercise or enforce any right conferred by the contract shall not be a waiver of any such right nor bar the exercise or enforcement of such right at any time thereafter.

HEALTH & SAFETY

16. Certain products supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such products is available from us. You undertake that you will ensure compliance so far as is reasonably practicable by your employees, agents, and customers with any instructions given by us or the manufacturer and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them.

NOTICES

17. Any notices hereunder shall be in permanent readable form and shall be deemed properly delivered if addressed to the party concerned at its principal place of business or last known address. Any notice hereunder shall be deemed to have been delivered, if sent by post, 2 days after posting, and if sent by fax, on the next working day after transmission.

APPLICABLE LAW

18. (a) Subject to clause 19(b) the contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.
 (b) If you are domiciled in Scotland within the meaning of the Civil Jurisdiction and Judgments Act 1982, or the goods are delivered to your place of business or at your direction in Scotland, then the contract shall be governed by and construed in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the Scottish courts.
 May 2003

1 INTERPRETATION

- 1.1 In these conditions the following words have the following meanings:
 "Contract" means a contract which incorporates these conditions and made between you and us for the hire.
 "Deposit" means any advance payment required by us in relation to a contract which is to be held by us as security;
 "Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
 "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
 "Services" means the services and/or work (if any) to be performed by us for you in conjunction with the hire of Hire Goods including any delivery and/or collection.
 "We" or "us" means any member company of the S3i Group Limited, as specified in the Contract and will include its employees, agents and/or duly authorised representatives;
 "You" means the person, firm, company or other organisation hiring Hire Goods, and "your" shall be construed accordingly;

2 PAYMENT

- 2.1 The amount of any Deposit shall be as quoted to you or otherwise as shown in our current price list from time to time. Where a Deposit is required, it must be paid in advance of you receiving goods.
 2.2 Payments by you on time are an essential condition of the Contract. Payment shall not be deemed to be made unless we have received either cash or cleared funds in respect of the full amount outstanding.
 2.3 *You shall pay all sums due to us without any set-off, deduction, counterclaim and/or any other withholding of monies.
 2.4 We may set a reasonable credit limit for you. We reserve the right to terminate or suspend the Contract if allowing it to continue would result in you exceeding your credit limit or the credit limit is already exceeded.

4 DELIVERY, COLLECTION AND SERVICES

- 4.1 If we agree to deliver or collect the Goods to and/or from you, we will do so at our standard delivery cost and such delivery and/or collection will form part of the Services.
 4.2 Where we provide Services the persons performing the Services are deemed to be your servants or agents and they are under your direction and control. You shall be solely responsible for any instruction, guidance and/or advice given by you to any such person and for any damage which occurs as a result of such person following your instructions, guidance and/or advice except to the extent that such person is negligent.
 4.3 You will allow and/or procure sufficient access to and from the relevant site and sufficient unloading space, facilities, equipment and access to power supplies and utilities for our employees, sub-contractors and/or agents to allow them to carry out the Services. You will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
 4.4 If any Services are delayed, postponed and/or cancelled due to you failing to comply with your obligations you will be liable to pay our additional standard charges from time to time for such delay, postponement and/or cancellation except where you are acting as a consumer and the delay is due to a Force Majeure event.

Your Business Details

Name Date of Birth (if sole trader)

Trading Name (if different from above)

Address Phone

..... Fax

..... Mobile.....

..... Website

Post Code..... Email

Previous address (if less than 2 years at present address)

.....

.....

.....

..... Postcode

Payment Contact Name

Sole Trader LLP

Partnership Other

Ltd Company

Number of people in your company (please specify)

Company Registration No.

Please provide proof of your address, such as a copy of a current utility bill and a sample of your business letter headed paper

Have any of the principals (directors/partners/trustees or proprietor) been involved in a Liquidation/Bankruptcy/IVA/CVA/Receivership or had any CCJ's registered against them? No Yes

How long have you been established? Years Months When does your financial year end? Day Month

Payment Method BACS Cheque Cash Credit Card

Will official orders be mandatory? Yes No Is the site address mandatory on invoices? Yes No

Credit Guarantee - To be completed by the owner/director/company secretary of the company applying for credit.

In consideration of your agreeing to supply goods to the applicant company on credit, we the undersigned being owner/director/directors of the applicant company jointly and severally guarantee payment of all the financial obligations to S3i Group Limited and its subsidiaries and successors including financial obligations arising from any increase in the credit limit granted by S3i Group Limited or its subsidiaries and successors from time to time following review of the applicant company's account.

Signature

Date _____ _____ _____

Print Name

Names and addresses of two Trade references - Please input the full address and postcode

Name	Name
Credit Limit £	Credit Limit £
Address	Address
.....
.....
Postcode	Postcode
Telephone	Telephone

Your Bank Details - please give us full details of your main account

Bank Name Sort Code -- Account Number

Address

.....

.....

Postcode

Please supply the bank name, Sort Code and Account Number for other accounts

Bank Name Sort Code -- Account Number

Bank Name Sort Code -- Account Number

Data Protection

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of principal directors.

Should it become necessary to review an account, then again a credit reference may be sought and a record kept.

We will monitor and record information relating to your trade performance and such records will be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention.

Respecting Your Privacy

We will record your purchasing preferences and may use your information for marketing purposes. We may pass your information to our group of companies who may wish to contact you with offers of goods or services which may be of interest to you.

Please tick if you do not want us to contact you by mail , telephone or email with details of similar goods and services which may be of interest to you.

Please tick if you would like us to contact you by fax with details of goods and services which may be of interest to you.

Please tick if you would like other companies within the S3i Group to contact you with details of goods and services which may be of interest to you.

Under the Data Protection Act you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to correct any inaccuracies. Due to training requirements, some telephone calls may be monitored.

Please read all pages of the application BEFORE signing the section below.

I/We make this application to open a credit account with S3i Group Limited.
 I/We understand that credit terms are that payment is due promptly at the end of the month following the date of invoice and that if granted credit, I/We agree to pay in accordance with these terms. I/We acknowledge and accept the S3i Group Limited Terms and Conditions of Sale.

Company Use Only

Staff Code

Proof of Address

Authorisation

Credit Limit Required

Signature

Print Name

Date

This information will assist us in meeting your requirements

Main Purchasing Control

Name Position
Location Email
Telephone

Main Accounts Contact

Name Position
Location Email
Telephone

This form must be completed in full for your account to be opened. If we require further information to process your application, we will contact you directly.

Comments