



# C. & C. SUPPLIES

## COLLINSON LTD.

BUILDERS' and PLUMBERS' MERCHANTS

NATEBY WORKS, GARSTANG, PRESTON, PR3 0JB

TEL: GARSTANG (01995) 606311 FAX: (01995) 606660

www.ccsupplies.co.uk

### APPLICATION FOR A CREDIT FACILITY

ACCOUNT NAME .....

ADDRESS .....

..... POST CODE .....

TELEPHONE No ..... MOBILE No ..... FAX No .....

ACCOUNTS EMAIL ADDRESS .....

SALES EMAIL ADDRESS .....

Please tick if you would like to receive the following by e.mail:

Statements  Invoices/Credit Notes  Special Offers/Updates

STYLE OF ORGANISATION \*Limited Company/Sole Trader/Partnership/Public Service/Charity\* Delete as appropriate

VAT REGISTRATION No: ..... If limited, please state registration No.: .....

IF A SOLE TRADER/PARTNERSHIP, PLEASE GIVE FULL NAME(S), HOME ADDRESS(S) AND TELEPHONE NO.

FULL NAME(S) .....

HOME ADDRESS(S) .....

..... DATE TRADE COMMENCED .....

HOME TEL NO: .....

NATURE OF BUSINESS: ..... DATE TRADE COMMENCED: .....

CREDIT LIMIT APPLIED FOR £..... This credit limit reflects the maximum amount of credit allowed at any one time

#### REFERENCES

BANK ..... TELEPHONE No. ....

#### TRADE REFERENCE 1

#### TRADE REFERENCE 2

FULL TRADING NAME ..... .....

ADDRESS ..... .....

..... .....

PHONE & FAX No ..... .....

I confirm that I have read and accept the terms and conditions of sale detailed overleaf. I understand that all orders will be placed on those terms (or any terms later adopted by you and notified to me in writing).

I confirm that the information given in this application for a credit facility is in all respects true and accurate.

In addition to the information provided here we may from time to time make a search of a credit reference agency and we will keep a record of the results of the search together with the information on this form. We may also make enquiries about Directors and Partners. This data will be stored by us and used for the purposes of credit control and assessment and for administration purposes within the company. It will not be disclosed to any third parties unless the company is required to do so by Law or to recover a debt in the case of non-payment.

AUTHORISED SIGNATURE OF DIRECTOR/COMPANY SECRETARY/OWNER: .....

NAME IN BLOCK CAPITALS: ..... POSITION .....

(Please enclose a copy of your current letterhead with this application form)

VAT REG NO. 312236700

C & C Supplies Collinson Ltd

Terms of Trading

1	<b>Business customers and consumers</b>	7.5
1.1	Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such	
1.2	All other terms apply to all customers.	7.6
1.3	You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.	
1.4	If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer, which are not affected by these terms. Contact your local trading standards office for more information. Words in <i>italic type</i> are legal words which clarify, rather than alter, the meaning of the relevant clause.	7.7
2	<b>Price</b>	7.8
2.1	The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.	7.9
2.2	Our quotations lapse after 30 days (unless otherwise stated).	
2.3	The price quoted excludes delivery (unless otherwise stated).	8
2.4	<b>Business customers only:</b> unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.	8.1
2.5	<b>Business customers only:</b> rates of tax and duties on the goods will be those applying at the time of delivery.	
2.6	<b>Business customers only:</b> at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.	
2.7	The price quoted excludes the cost of cutting goods to size (unless otherwise stated).	8.2
2.8	You will be charged for returnable containers and cases at the price current at the time of delivery, unless they are returned by you in good condition and within 30 days of delivery. When returning the containers or cases you must state the date of the invoice and the invoice number to which they relate.	
3	<b>Delivery</b>	8.3
3.1	All delivery times quoted are estimates only.	
3.2	If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:	9
3.2.1	you may not cancel if we receive your notice after the goods have been dispatched; and	9.1
3.2.2	if you cancel the contract, you can have no further claim against us under that contract.	
3.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including <i>indirect or consequential loss</i> , or increase in the price of the goods).	10
3.4	We may deliver the goods in instalments. Each instalment is treated as a separate contract.	10.1
3.5	We may decline to deliver if:	10.2
3.5.1	we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or	
3.5.2	the premises (or the access to them) are unsuitable for our vehicle.	10.3
4	<b>Risk</b>	
4.1	The goods are at your risk from the time of delivery.	
4.2	Delivery takes place either:	11
4.2.1	at our premises (if you are collecting them or arranging carriage); or	
4.2.2	at your premises or address specified by you (if we are arranging carriage).	11.1
4.3	You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within five days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.	
5	<b>Payment terms</b>	11.2
5.1	You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.	
5.2	<b>Business customers only:</b> If you have an approved credit account, payment is due no later than the last day of the month following the month in which you were invoiced unless otherwise agreed in writing.	12
5.3	If you fail to pay us in full on the due date we may:	12.1
5.3.1	suspend or cancel future deliveries;	
5.3.2	cancel any discount offered to you;	12.2
5.3.3	<b>Business customers only:</b> charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;	13
	a. calculated (on a daily basis) from the date of our invoice until payment;	13.1
	b. before and after any judgment (unless a court orders otherwise);	13.2
5.3.4	<b>Consumers only:</b> charge you interest at a rate equivalent to the rate set for business debts under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;	13.3
5.3.5	claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and	
5.3.6	recover (under clause 5.8) the cost of taking legal action to make you pay.	13.4
5.4	If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.	
5.5	<b>Business Customers only:</b> you do not have the right to set off any money you may claim from us against anything you may owe us.	
5.6	<b>Consumers only:</b> you may only set off money you claim from us against money you owe us with our written agreement and on such terms as we may state.	
5.7	While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full ( <i>a lien</i> ).	
5.8	You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs, legal costs on a full indemnity basis and the costs of instructing a debt collection agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.	13.5
5.9	<b>Consumers only:</b> clause 5.8 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.	13.6
6	<b>Title</b>	13.7
6.1	<b>Consumers only:</b> your statutory rights are unaffected.	13.8
6.2	<b>Business customers only:</b> until you pay all debts you may owe us:	
6.2.1	all goods supplied by us remain our property;	
6.2.2	you must store them so that they are clearly identifiable as our property;	
6.2.3	you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;	13.9
6.2.4	you may use those goods and sell them in the ordinary course of your business, but not if:	
	a. we revoke that right (by informing you in writing); or	
	b. you become insolvent.	
6.3	<b>Business customers only:</b> you must inform us (in writing) immediately if you become insolvent.	
6.4	<b>Business customers only:</b> if your right to use and sell the goods ends you must allow us to remove the goods.	
6.5	<b>Business customers only:</b> we have your permission to enter any premises where the goods may be stored:	
6.5.1	at any time, to inspect them; and	
6.5.2	after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	
6.6	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	
6.7	You are not our agent. You have no authority to make any contract on our behalf or in our name.	
7	<b>Warranties</b>	
7.1	We warrant that the goods:	
7.1.1	comply with their description; and	
7.1.2	are free from material defect at the time of delivery (as long as you comply with clause 7.4).	
7.2	<b>Business customers only:</b> we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	
7.3	<b>Consumers only:</b> the warranty in clause 7.1 is in addition to your statutory rights.	
7.4	If you believe that we have delivered goods which are defective in material or workmanship, you must:	
7.4.1	inform us (in writing), with full details, as soon as possible; and	