

INTERNAL USE ONLY:

Rep Assigned:

Account Agreed By:

Date:

Approved Credit Limit:

ACCOUNT APPLICATION FORM

For customers of the County Building Supplies Group of Companies

This application is for credit with all companies in the County Building Supplies Group, details of which are printed on the last page of this form. Your credit limit is an aggregate sum applying to all purchases from the group of companies

By completing this form you agree to our terms & conditions attached.

By submitting this application, you agree that any Company within the County Building Supplies Group can process the information you give us, or that we obtain, for a number of purposes including managing your Credit Account.

We'd like to email you news & offers from time to time. If that's OK, please tick this box:

CREDIT REFERENCE AGENCIES

By completing and signing this application form you are giving your consent (either in a personal capacity in your role as a partner/manager/ director/owner of the applicant business) that you are agreeing that we may use your information in the way described below:

We may obtain information about you (in a personal or business capacity) from credit reference agencies and Group records to check your credit status and identity. The agencies will record our enquiries which may be seen by other 3rd parties who make their own credit enquiries. We may use credit scoring.

We will monitor and record information relating to your trade and payment performance and may make periodic searches at credit or credit references and will provide information to the Group to manage and take decisions about your accounts. 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 protection. The information we obtain may also be used for tracing purposes.

CONTINUE TO NEXT SECTION: 1) CONTACT DETAILS

SECTION 1: CONTACT DETAILS (TO BE COMPLETED BY ALL APPLICANTS)

Name or Company:

Current Address:

Postcode:

Time at above address:

Property owned or rented:

Contact Telephone Numbers:

Email Address:

Nature of Business:

Previous Address (if less than 3 years at current address):

Postcode:

CASH ACCOUNTS ONLY:

I require no credit facilities & have read and agree to be bound by the Terms & Conditions of this agreement.

Signed:

Print Name:

Date:

CONTINUE TO NEXT SECTION: 2) TRADE REFERENCES

SECTION 2: TRADE REFERENCES (TO BE COMPLETED BY ALL APPLICANTS)

Please provide details of two trade references with whom you do business or have recently done business, for verification purposes. If you are applying for a cash account and do not require credit terms, your form is complete.

REFERENCE 1:

Company Name:

Contact Person:

Address:

Postcode:

Contact Telephone Numbers:

Email Address:

Nature of Business / Project:

REFERENCE 2:

Company Name:

Contact Person:

Address:

Postcode:

Contact Telephone Numbers:

Email Address:

Nature of Business:

CONTINUE TO NEXT SECTION: 3) PAYMENT & ACCOUNT DETAILS

SECTION 3: PAYMENT & ACCOUNT DETAILS (TO BE COMPLETED BY ALL APPLICANTS)

BANK DETAILS:

Bank Name:

Bank Address:

Postcode:

Account Number:

Sort Code:

YOUR ACCOUNT:

Credit limit requested:

Do you require an order number (please tick):

Yes

No

Please state if there are any restrictions on who is authorised to use your account:

Name of person responsible for payment on time:

Signed:

Print Name:

Date:

How would you like to receive statements & invoices:
(please choose one)

Post

Fax

Email

CONTINUE TO NEXT SECTION: 4) BUSINESS DETAILS

SECTION 4: BUSINESS DETAILS (LTD / PLC COMPANIES)

4A: TO BE COMPLETED BY LIMITED OR PLC COMPANIES ONLY

Date of Incorporation:

Company Registration Number:

Registered Address:

Postcode:

Issued & Paid-up Capital:

VAT No (if applicable):

Email Address:

Nature of Business:

DIRECTORS NAMES & ADDRESSES

Director 1:

Date of Birth:

Postcode:

Director 2 (if applicable):

Date of Birth:

Postcode:

Director 3 (if applicable):

Date of Birth:

Postcode:

**HAVE ANY OF THE PRINCIPALS (PARTNERS/OWNERS) BEEN INVOLVED IN A LIQUIDATION/BANKRUPTCY/DEBT RELIEF ORDER/INDIVIDUAL VOLUNTARY ARRANGEMENT/CVA/RECEIVERSHIP OR HAD ANY CCJ'S REGISTERED AGAINST THEM?
IF YES, PLEASE PROVIDE DETAILS BELOW:**

Directors Personal Guarantee: *I/We the undersigned being Director(s) of the applicant company, in consideration of the County Building Supplies Group of Companies agreeing to supply the applicant company with goods on credit, jointly and severally undertake with each of the County Building Supplies Group Companies as a continuing guarantee and to be liable for payment of all sums due by the applicant company to any County Building Supplies Group Company.*

We agree to indemnify the County Building Supplies Group against all losses incurred by them and arising as a consequence of their provision of credit facilities to the applicant. Where this credit guarantee and indemnity are undertaken on a joint and several basis by those signing, I/We have been given the opportunity to take independent legal advice but decline to do so.

A company letterhead must accompany this form when returned.

PLEASE NOTE THAT THIS FORM MUST BE SIGNED BY EACH DIRECTOR

Signed:

Print Name:

Date:

Signed:

Print Name:

Date:

Signed:

Print Name:

Date:

CONTINUE TO NEXT SECTION: 4B) BUSINESS DETAILS (SOLE / PARTNER)

SECTION 4: BUSINESS DETAILS (PARTNERSHIPS / SOLE TRADERS)

4B: TO BE COMPLETED BY SOLE TRADERS / PARTNERSHIPS ONLY

Business Address:

Postcode:

VAT No (if applicable):

Email Address:

Nature of Business:

FULL NAMES OF PROPRIETORS / PARTNERS

Proprietor / Partner Name:

Address:

Telephone Contact Numbers:

Date of Birth:

Proprietor / Partner Name (if applicable):

Address:

Telephone Contact Numbers:

Date of Birth:

**HAVE ANY OF THE PRINCIPALS (PARTNERS/OWNERS) BEEN INVOLVED IN A LIQUIDATION/BANKRUPTCY/DEBT RELIEF ORDER/INDIVIDUAL VOLUNTARY ARRANGEMENT/CVA/RECEIVERSHIP OR HAD ANY CCJ'S REGISTERED AGAINST THEM?
IF YES, PLEASE PROVIDE DETAILS BELOW:**

Sole Traders / Partners Declaration: *I being an authorised officer of the business, do agree to be responsible for settlement of accounts within your stated terms. This form when completed and returned MUST BE accompanied by your current letterhead.*

Signed:

Print Name:

Date:

Signed:

Print Name:

Date:

FORM COMPLETE. TERMS & CONDITIONS ON NEXT PAGE.

TERMS & CONDITIONS

1. These conditions of contract apply to all contracts for the sale of goods made between and company in the County Building Supplies Group which includes County Building Supplies (Holdings) Ltd, County Building Supplies (Evesham) Ltd, County Building Supplies (Cheltenham) Ltd, County Building Supplies (Droitwich) Ltd, County Building Supplies (Nuneaton) Ltd, County Building Supplies (Monmouth) Ltd and County Building Supplies Ltd the "Company" and the "Customer". Any qualification or modification of these conditions will be invalid unless expressly agreed in writing and signed by a Director of the company.
2. Prices are subject to revision without notice and will be those ruling at date of despatch. The prices are exclusive of VAT which the customer shall also be liable for when the goods are due for payment.
3. Offers for delivery from stock are made subject to goods remaining unsold on receipt of order.
4. Illustrations of goods offered are given as closely as possible but are not binding as to details.
5. Orders may be cancelled only with the Company's written sanction and those for goods made to special order cannot be cancelled, under any circumstances whatsoever.
6. Delivery to site or Customer's address is limited to as near as a safe hard road permits. The Customer is to provide, without charge, the labour required for unloading.
7. The Company shall not in any circumstances be liable to the customer in respect of any consequential or indirect loss or damage (including loss or profit) which the Customer may suffer by reason of any default by the company including any failure of the company to make delivery dates.
8. The return of goods, other than returnable empties can be accepted only by prior agreement with the Company.
9. The Company reserves the right to subcontract any work or order.
10. No claim shall be entertained by the Company for
 - a. Damage or shortage unless the Company (and the carrier if other than the Company) is notified in writing within three days from date of delivery.
 - b. Non-delivery of consignment unless we are notified in writing within seven days from date of advice note.
11. All goods must be inspected by the customer on delivery and before fixing to ensure that they are as ordered, suitable for the purpose required and in good condition.
12. Whilst every endeavour is made to supply goods as ordered and of sound workmanship and material, no guarantee or warranty is given or implied as to the correctness, soundness, workmanship or efficiency of any goods (whether supplied for any particular purpose or otherwise and whether not supplied direct from another manufacturer or supplier) but in the event of any goods supplied proving to be defective in material or workmanship the Company undertakes to replace or repair the same free of charge provided that a claim has been made in writing with full particulars within one month of delivery of the goods.
13. Subject to clause 12 the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the customer in respect of any breach of these conditions any use made or resale by the customer of any of the goods, or of any product incorporating any of the goods and any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.
14. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
15. Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or under section 2(3), Consumer Protection Act 1987; or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability or for fraud or fraudulent misrepresentation.
16. Subject to clauses 14 and 15 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price and the company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the contract.
17. The ownership and title to all goods delivered or to be delivered by the Company will not pass to the Customer until the Customer has paid all monies due to the Company on any account and until such monies due have been paid the Customer shall store these goods clearly marked as the property of the Company. The Customer shall nevertheless be entitled to sell the goods to third parties in the ordinary course of the Customer's business and to so deliver them and in such event if any monies are outstanding to the Company the Customer will assign to the Company such rights as the Customer may have against such third parties to recover payment for the goods from such third parties and the purchaser will hold any monies received by the Customer for the sale of the goods on trust for the Company and account to the Company for the same.
18. The goods are at the risk of the Customer from the time of delivery.
19. The contract shall be governed by English Law and the Customer submits to the jurisdiction of the English Courts of Law.
20. Accounts are subject to settlement by the Customer within one calendar month of the date of the Customer's monthly statement. Without prejudice to the Company's right to enforce payment, we reserve the right to claim late payment interest, late payment compensation and reasonable debt collection costs as prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). In the event of the Customer suffering any distress or execution to be levied against him/her or entering into any arrangement with his/her creditors or (being an individual) becoming subject to the bankruptcy laws or (being a Company) entering into liquidation other than for the purpose of amalgamation or reconstruction or having a receiving and/or manager, administrator or administrative receiver appointed of the whole or any part of its assets or any proceedings are commenced in relation to the insolvency or potential insolvency of the Customer, the Company shall be entitled to cancel the contract by notice in writing to the Customer, without prejudice to its right to payment for goods delivered and for work undertaken and expenses incurred in connection with undelivered goods which shall become immediately due and payable on demand.

COUNTY BUILDING SUPPLIES GROUP OF COMPANIES

Your credit account gives you access to stock and delivery of over 15,000 items from these stores:

County Building Supplies Limited

52a St Andrews Road, Malvern, Worcestershire WR14 3PP

Tel: 01684 892969 Fax: 01684 892679 Email: sales@countymalvern.co.uk Co. Reg: 2103960

County Building Supplies (Evesham) Limited

Unit 4, Worcester Road Industrial Estate, Evesham, Worcestershire WR11 4RA

Tel: 01386 422266 Fax: 01386 422277 Email: sales@countyevesham.co.uk Co. Reg: 3751031

County Building Supplies (Cheltenham) Limited / County Renewables

Chosen View Road, Kingsditch Trading Estate, Cheltenham Gloucestershire GL51 9LT

Tel: 01242 260885 Fax: 01242 260861 Email: sales@countycheltenham.co.uk Co. Reg: 4436021

County Heating & Plumbing / County Kitchen & Bathroom, Cheltenham

St Peters Works, Tewkesbury Road, Cheltenham, Gloucestershire GL51 9AL

Tel: 01242 386960 Email: sales@countycheltenham.co.uk Co. Reg: 4436021

County Building Supplies (Droitwich) Limited

Ten Acres, Berry Hill Industrial Estate, Droitwich, Worcestershire WR9 9AB

Tel: 01905 799498 Fax: 01905 778968 Email: sales@countydroitwich.co.uk Co. Reg: 03112360

County Building Supplies Coventry

Swan Lane, Coventry, Warwickshire CV2 4QS

Tel: 02476 234500 Fax: 02476 234501 Email: sales@countycoventry.co.uk Co. Reg: 02396887

County Building Supplies (Nuneaton) Limited

Hazell Way Industrial Estate, Nuneaton, Warwickshire CV10 7PQ

Tel: 02476 374755 Fax: 02476 371036 Email: sales@countynuneaton.co.uk Co. Reg: 02396887

County Building Supplies (Monmouth) Limited

Unit 25, Wonastow Road East, Monmouth NP25 5JB

Tel: 01600 710960 Fax: 01600 710961 Email: sales@countymonmouth.co.uk Co. Reg: 07741389

County Heating & Plumbing / County Kitchen & Bathroom, Malvern

Malvern Retail Park, Townsend Way, Malvern, Worcestershire WR14 1PY

Tel: 01684 578898 Fax: 01684 576656 Email: sales@countyplumb.co.uk Co. Reg: 21039609