



APPLICATION FOR COMMERCIAL CREDIT

SELECT ONE OF THE FOLLOWING ACCOUNT TYPES:

- TRADE CASH ACCOUNT, OR
- FULL TRADE CREDIT ACCOUNT (Complete credit limit section below) WHERE INVOICES AND OTHER DOCUMENTS WILL BE SENT BY EMAIL (MANDATORY).

EVERYTHING FOR BUILDING FOR BUILDING EVERYTHING

BUILDING SUPPLIES . TIMBER & JOINERY . ROOFING MATERIALS
LANDSCAPE & GARDEN . DECORATING & PLASTERING . PLUMBING &
DRAINAGE . CLOTHING & PPE . IRONMONGERY . TOOLS . TOOL HIRE

Full Name of Applicant.....

Trading Name (if different from above)

Address..... Tel Mob.....

..... Fax.....

..... Email.....

Postcode..... Website.....

Organisation information: Ltd Plc LLP Charity Others. (Type: _____) VAT No.: _____

Company's registration no. Date of incorporation (Ltd companies only)

Estimated Spend per month..... Number of years trading.....

Nature of business No. of employees.....

Documents Required:

<input type="checkbox"/> <u>Proof of Photo identity</u> <input type="checkbox"/> <u>New photo driving Licence or</u> <input type="checkbox"/> <u>Passport</u>	<input type="checkbox"/> <u>Proof of address</u> <input type="checkbox"/> <u>Gas bill or</u> <input type="checkbox"/> <u>Electricity or</u> <input type="checkbox"/> <u>Telephone</u>
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BANK DETAILS

Bank/Building Society Name.....	Bank Address.....
Account Name.....
Bank Account Number.....
Bank Sort Code.....
Maximum credit required: £.....	Post Code.....

TWO INDEPENDENT FINANCIAL TRADE REFEREES (Excluding families and relatives)

Contact Name.....	Contact Name.....
Company Name.....	Company Name.....
Address.....	Address.....
.....
Postcode.....	Postcode.....
Tel.....	Tel.....
Fax.....	Fax.....
Email.....	Email.....

DECLARATION BY APPLICANT (MUST BE SIGNED BY THE OWNER OF A NON-LTD BUSINESS OR A DIRECTOR OF A LTD COMPANY)

THIS DOCUMENT IS LEGALLY BINDING SO BEFORE SIGNING YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL ADVICE. IF YOU FAIL TO DO SO, IT SHALL NOT INVALIDATE THIS GUARANTEE & INDEMNITY. YOU MAY ALSO BE REQUIRED TO SIGN A SEPARATE PERSONAL GUARANTEE IF REQUIRED.

In consideration of your agreement to supply goods to the applicant on credit, I the undersigned personally guarantees absolutely and unconditionally prompt payment of all the financial obligations to GPH Builders Merchants Limited and its subsidiaries and successors including financial obligations arising from any increase in the credit limit granted by GPH Builders Merchants Limited or its subsidiaries and successors from time to time following review of the applicant's account.

I am duly authorised by the applicant business to enter into this agreement on its behalf. I agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. I recognise that if payment of your invoices is not made by the due date for payment, it will result in the matter being referred to the company's appointed solicitors for recovery of the invoice debt; if so, I agree to indemnify you against the costs you incur in referring the matter to the company's appointed solicitors to pursue the debt including the solicitors current applicable fees for writing to us, any commission payable by you to the solicitors, all reasonable incidental costs of recovering the debt and interest as applicable.

I understand that as a part of your assessment of me for the granting of credit, you may also search a credit reference agency for information relating to me (and in the case of a non-limited business also relating to the proprietors). The credit reference agency will record the fact of that search in the name of GPH Builders Merchants Limited.

I confirm that I have read the Terms and Conditions overleaf (**Tick the box to confirm**) and I agree to abide by all GPH Builders Merchants Limited terms and conditions (**Tick the box to agree and accept**). I also authorise our bankers to provide an opinion as to our suitability for the requested account.

Signature PRINT NAME _____

Date _____ Director/Owner _____



TERMS AND CONDITIONS

DEFINITIONS

In these Conditions the following words shall have the following meanings applied to them:

The "Company" GPH Builders Merchants Ltd. Registered in Scotland No. 378341.

The "Contract" the contract for supply of the Goods by the Company.

The "Customer" the person, firm, company, association or other organisation who receives Goods from the Company.

CONTRACT

The Contract Terms shall apply to all trading between the Company and the Customer and the Company shall supply the Goods to the customer or to the order of the customer solely on the Contract Terms to the exclusion of any other terms and conditions. Any terms or conditions of the customer deemed to abridge or modify or be inconsistent with the Contract Terms shall be of no effect

The Customer is deemed to have notice of and to accept the Contract Terms by his entering into contract and acceptance of the goods by the customer shall be deemed to be acceptance of the Contract Terms.

Any orders for Goods are accepted subject to such Goods being available.

DELIVERY

Delivery of the goods may be by the Company's own transport or by contracted carrier.

Time or dates for dispatch or delivery of the Goods are business estimates only and not contractual obligations on the company.

The Company shall have the right to withhold delivery of any goods of the Customer is in default in relation to the or any other Contract with the Company.

RECEIPT OF ORDER AND COMPLAINTS

The Customer must examine all Goods on receipt, whether delivered by carries or by the Company's own transport and must notify any shortages or breakages on the Received Note. Where no such damage of loss is noted the Customer's satisfaction with the goods shall be conclusively presumed.

No claim for damage or shortages will be considered by the Company unless the Company and any independent carrier receives a written claim from the Customer within 3 days after the delivery or deemed delivery.

Damaged Goods shall be held by the Customer without cost to the Company in safe keeping against loss, injury, damage, vandalism or the like and the Customer shall allow the Company's representative all necessary facilities to examine same and shall not return such goods to the Company without the Company's prior written consent.

If any Goods are not received or the customer complains that any goods have not been received, all such claims for non-delivery must be notified in writing to the Company within 7 days of the date of despatch as shown on the Invoice or Delivery Note.

TITLE AND RISK

Risk of damage, loss or destruction of goods shall pass to the Customer on delivery to the Customer or his agent. The Company shall have no liability for, and shall be under no obligation to insure the Goods after delivery and pending payment in full, therefore the customer shall insure the goods.

Property in the Goods supplied shall remain with the Company and shall not pass to the Customer until payment in full of the price for the Goods has been received by the Company.

Where several items of Goods are supplied by the Company to the Customer, the Company in its sole option shall be entitled to apply any payment received from the customer in settlement of the price of such items of goods as the company may determine: and when any such payments have been applied to such items of goods in payment in full therefore, the property in such items of goods shall pass as hereinbefore provided for.

PAYMENT & DEFAULT

The price of the goods is and shall become due for payment by the customer to the Company on the date of delivery of the Goods.

Subject always to the provisions of the above in any case where a customer has signed and punctually fulfilled the terms of a Credit Agreement with the Company, payment of the prices for the goods shall be settled in full in U.K currency along with all V.A.T. thereon by the Customer on or **before 30 days after the date of the Statement issued** by the Company showing the relevant sum due. **The Company also share payment information with credit reference agency, Experian Ltd. Any late payments are reported to the Company credit reference agency, Experian Ltd, and may affect the Customer Credit rating.**

In the event of default in punctual payment by the Customer to the Company the Company may at any time (1) cancel any balance of any order not then fulfilled. (2) Set of any entitlement to discount or credit (3) cease all trading relationship with Customer and/or (4) (in the case of credit customers) until further notice trade with the Customer on a cash only basis.

Any entitlement of the Customer for credit, discount or otherwise as to the level, method, manner or term of payment shall be for sole determination of the company.

The rights of the Company will in no way be prejudiced or affected by the giving of the time or the granting of any other indulgence to the Customer by the Company.

WARRANTY

The Company shall have no liability for any loss or damage direct, indirect or consequential however caused or for third party claims arising out of the Company's performance or failure to perform in terms of the Contract Terms: and all warranties and conditions expressed or implied statutory or otherwise (other than the implied conditions as to title contained in Section 12 of The Sale of Goods Act 1979 and the provisions of part 1 of the Consumer Protection Act 1987 (in so far as applicable), or any amendment to re-enactment of same) are hereby expressly excluded.

Any responsibility on the Company hereunder is conditional upon the Customer having punctually fulfilled the obligations herein imposed upon the Customer.

PRICES

The price for the Goods shall be the price in force on the date of despatch of the Goods to or collection of the Goods by the customer.

All price quoted by the Company are exclusive of V.A.T.

The Company reserves the right to adjust any price for Goods without prior notice to reflect any increase in any taxation or government duties.

Where customer's premises are situated within the company's own delivery area (as nominated by the Company from time to time) the price for the goods includes carriage from the Company's premises to the Customer. Where the Customer's premises are situated or where delivery is to be made out with the Company's own transport delivery area the Company reserves the right to make a delivery charge.

FORCE MAJEURE

Notwithstanding anything herein contained and without prejudice to the other rights and remedies of the Company the Company shall not be liable for the consequences of any failure to fulfil any terms of the Contract Terms if fulfilment has been delayed, hindered or prevented by fire, accident, strike, lock out or any circumstances which are not directly within the control of the Company: nor shall any such failure entitle the customer to hold the contract void. In the event of such circumstances arising the Company shall be entitled to allocate available supplies as its sole discretion amongst its customers as it shall see fit without any claim against the Company at the insistence of the Customer.

If the reason of any of the circumstances set out in clause 10, a hereof Company is of the opinion that supply and delivery of the goods is rendered impracticable the Company shall be at liberty to terminate the Contract by written Notice to the Customer where upon the Customer shall pay any sum due to the Company for Goods already delivered.

RESCINDMENT

The Company reserves the right to alter, adjust or modify the Contract Terms and in the event of doing so a copy of the Contract Terms as so modified shall be displayed at the Company's place of business and shall be available for inspection upon demand. The Contract Terms as modified, altered or replaced as aforesaid from time to time shall be deemed to be within the knowledge of the Customer at all times and accepted by him.

If by reason of any legislation of judicial decision or administrative action any provision of the Contract Terms is deemed to be illegal, void or unenforceable or contrary to law or public policy or otherwise, such provision(s) shall be deemed to be terminated, changed or modified to such an extent as may be necessary to make the same valid and enforceable and that without prejudice to the other provisions of the Contract Terms.

LEGAL

The contract Terms and the Contract shall be governed and constructed in accordance within the Law of Scotland.