



Pipeline & Heating Solutions

Credit Application Form

SCOTLAND, IRELAND & NORTH REGION

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SOUTHERN REGION

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BSS Bournemouth

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BSS Brentford

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BSS Bristol

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BSS Drainage Canning Town

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BSS Cardiff

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BSS Leeds

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BSS Sheffield

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CENTRAL REGION

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BSS Birmingham Smethwick

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BSS Colchester

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BSS Stoke-on-Trent

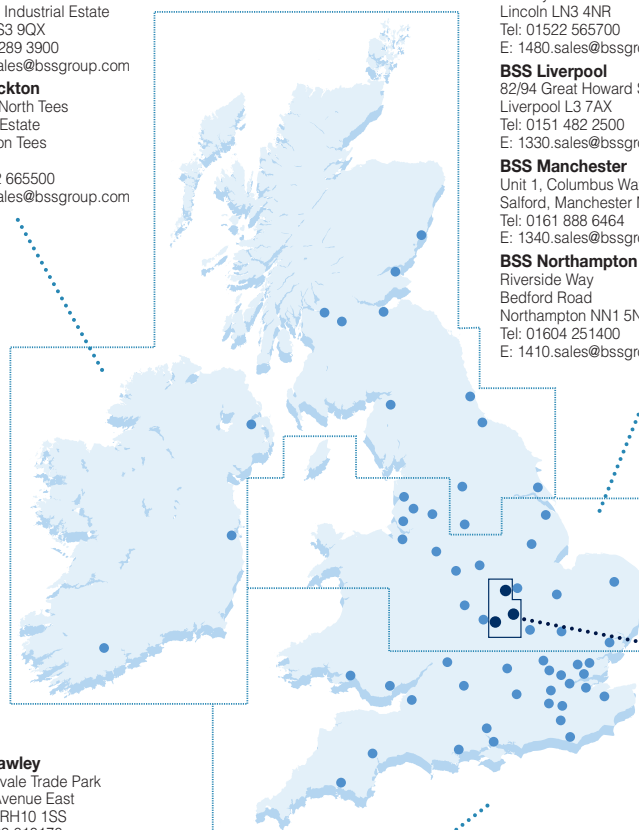
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BSS Wirral

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BSS NATIONAL DISTRIBUTION CENTRE

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BSS NATIONAL TUBE DISTRIBUTION CENTRE

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APPLICATION TO OPEN A CREDIT ACCOUNT

PLEASE COMPLETE ALL SECTIONS OR THIS COULD DELAY YOUR APPLICATION

I/We make this application to open a Credit Account with The BSS Group plc.

I/We have read the terms and conditions of sale and agree to abide by these terms.

Please indicate if you would also like a PTS Trading account (please tick) Yes No

Please indicate if you are a: Sole Trader Partnership Limited Company / plc (please tick)

A copy of your letterhead and a recent utility bill should accompany this application.

Please complete in **BLOCK CAPITALS** in black ink

BUSINESS DETAILS

Business name _____

Business address _____ Post code _____

Registered Office address (Limited Company) or private address (unlimited business) _____

_____ Company Registration No. _____

Telephone _____ Mobile _____ Fax _____ Email _____

Type of premises (Home / Office / Shop) etc. _____

Nature of business (Please tick one)

Small H&V Contractor (03) Regional H&V Contractor (04) Industrial End User (18) Industrial OEM (19) Merchant (12)

Other Please specify _____ How long established _____

DETAILS OF PROPRIETOR, PARTNERS AND DIRECTORS
 (Please note a signature is required by the following for this application to be processed. **Sole Trader:** A signature of the proprietor is required. **Partnership:** A signature from all partners is required. **Limited Company or plc:** A signature is required from a Director or the Company Secretary.)

A Mr Mrs Ms First name _____ Surname _____ Position in company _____
 Private Address _____ Signature _____ Date of birth _____
 Post code _____
 How long at present address _____
 If less than 2 years, previous address _____

B Mr Mrs Ms First name _____ Surname _____ Position in company _____
 Private Address _____ Signature _____ Date of birth _____
 Post code _____
 How long at present address _____
 If less than 2 years, previous address _____

C Mr Mrs Ms First name _____ Surname _____ Position in company _____
 Private Address _____ Signature _____ Date of birth _____
 Post code _____
 How long at present address _____
 If less than 2 years, previous address _____

PLEASE PROVIDE DETAILS OF YOUR BANKERS

Name _____ Address _____

Sort Code - - Account No. _____

Please give names and addresses of two firms supplying materials on credit who may be approached for references

A _____

B _____

How much credit do you require? £ _____

FOR INTERNAL USE ONLY

Rep Code _____ Branch Number _____

To be completed by Branch Manager

TERMS AND CONDITIONS

1. DEFINITIONS

- a) The term "Company" shall mean The BSS Group plc and its trading divisions.
- b) The term "Customer" shall mean any person, firm or company who purchases goods or services from the Company.

2. CONDITIONS

These conditions apply to and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply and sale of goods or services by the Company. These conditions supersede any terms and conditions contained in any Customer's order unless otherwise agreed in writing by the Company.

3. QUOTATIONS

Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of thirty days from the date of quotation. However, this is subject to manufacturers' prices not increasing during this period. In addition the quotation may be withdrawn at any time prior to acceptance in writing. Stenographical errors or clerical errors, if any, are subject to subsequent correction.

4. PUBLISHED PRICES

Orders placed will be charged at prices current at the time of delivery.

5. VALUE ADDED TAX

All prices quoted are exclusive of Value Added Tax.

6. ACCOUNTS

Credit accounts can only be opened at the Company's discretion and subject to satisfactory references being given otherwise remittances must be sent with orders.

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. We may also make enquiries about the Principal Directors and Proprietors with a Credit Reference Agency.

Where a credit account has been opened goods shall be paid for by the last day of the month following the month in which the goods were invoiced to the Customer or he is notified that they are available for delivery.

The Company reserve the right to set a maximum amount of credit allowable upon each account and to withdraw credit facilities without explanation.

In the event of non payment in accordance with the credit terms the whole of the price for all goods sold by the Company to the Customer whether under this or any other contract, shall immediately become due and payable and the Company reserves the right at its option, to cancel or postpone the further performance of its obligations whether under this or any other contract, without prejudice to any other right or remedy available to the Customer. The Company reserves the right to charge the Customer interest at the rate of 2% per annum above UK clearing bank base lending rate from time to time until payment is made in full.

7. DESCRIPTION AND QUALITY

Illustrations, descriptions, weights and technical data in any of the Company's catalogues, price lists and statements (written or oral) made by any representative of the Company are provided to give customers an approximate picture and description only and do not form the basis of any contractual liability.

No warranty or condition that the article shall accord with such illustration, description or statement is to be implied and any warranty or condition capable of or arising is hereby excluded.

Designs of goods are subject to alteration without notice.

All quotations given and sales made are upon the condition that although goods supplied are of sound commercial quality, the Company can accept no liability as to their suitability for any purpose other than that specified in writing or prior to the time of sale.

8. GUARANTEE

The Company undertakes at its option to replace or refund the purchase price of any goods sold or supplied in the following circumstances only:

- a) Where the goods do not correspond to any written identifying description applied to them.
- b) Where the goods prove to be unfit for a particular purpose which has been expressed in writing by the Company.
- c) Where the goods prove to be defective and not fit for their ordinary purposes within 12 months of delivery.

The Company's liability under this clause shall be accepted by the Customer in lieu of any warranty or condition whether expressed or implied by law.

Concerning 'Roebuck Lifetime Warranty' please refer to the special conditions available at www.roebuck-tools.com under 'About Roebuck'.

9. SUPPLY OF SERVICES

The Company undertakes to provide services with reasonable skill and care. If defects due to a failure to exercise such skill and care occur within 12 months of the completion of the supply, the Company undertakes to remedy the defects.

10. LIMITATION OF LIABILITY

- a) Subject to clauses 10 b) c) d) and e) the Company's liability is limited to that provided in clauses 8 and 9 above. The Company shall not be liable in any circumstances to the Customer whether by way of indemnity or by reason of breach of contract or negligence or of breach of statutory duty or otherwise for loss or damage of any kind, whether direct, indirect or consequential.
- b) The undertaking as to title in Section 12 of the Sale of Goods Act 1979 is not excluded.
- c) Where the Customer deals as Consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977) the undertakings implied by sections 13, 14, 15 of the Sale of Goods Act 1979 are not excluded and the customer's statutory rights are not affected.
- d) The Company does not exclude any or restrict liability for death or personal injury resulting from its own negligence.
- e) The Company does not exclude any liability which it may incur under the Consumer Protection Act 1987 for damage as defined in section 5 of the Act.

11. TEST AND INSPECTION

Special tests or tests in the presence of the Customer or his representative will be charged to the Customer unless otherwise agreed in writing.

In the event of delay on the Customer's part or his representative's part, in attending such tests, after seven days notice of the place and time of such tests, the tests will proceed in the Customer's absence and shall be deemed to have been carried out in the Customer's presence.

12. PROPERTY AND RISK

- (a) Unless otherwise agreed in writing by the Company all tools, dies and patterns in respect of or relating to the goods shall remain the property of the Company.
- (b) Risk in the goods will pass to the Customer on the earlier of:-
 - (i) delivery;
 - (ii) when the goods are ready for delivery but delivery is postponed at the Customer's request; or
 - (iii) the date on which the Customer fails to take delivery in accordance with the Contract.
- (c) Delivery shall be deemed to be completed before offloading where the Company agrees that goods are to be delivered other than at the Company's premises, and before loading where the goods are collected at the Company's premises.
- (d) Until the Contract price of the goods and/or services comprised in the Contract or any other contract between the Customer and the Company and all other sums whatsoever which are or may become outstanding from the Customer to the Company shall have been paid or satisfied in full as cleared funds or until a director of the Company specifies otherwise in writing:
 - (i) the property in the goods remains vested in the Company (notwithstanding the delivery of the same and the passing of risk therein) and the Customer shall hold the goods as the

fiduciary agent and bailee of the Company;

- (ii) the Customer shall maintain the goods in a satisfactory condition and insure the goods for their full price against all risks and, in the event of any loss or damage, shall immediately on receipt of the insurance monies remit to the Company the full Contract price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee for the Company;
 - (iii) the Customer shall store the goods (at no cost to the Company) in such a way that they can be readily identified as being the Company's property;
 - (iv) the Customer may sell the goods in the ordinary course of business at full market value in the name of the Customer as principal and not as agent for the Company; the Customer acts as the Company's bailee in respect of such sales and shall immediately upon such sale, and whether or not payment has become due, remit to the Company the full purchase price of the Goods sold less any part of it which has already been paid and, until such amount has been so remitted, shall hold such amount as trustee for the Company;
 - (v) the Company may at any time revoke the Customer's power of sale;
 - (vi) the Customer's power of sale and any right to possession of the goods shall in any event automatically cease in any of the circumstances set out in clause 12 (e) (referred to in such clause as a "Default");
 - (vii) the Company shall be entitled by itself its employees or agents (with or without vehicles) to enter upon any of the Customer's premises at any time for the purpose of inspecting or removing and repossessing such Goods and the Company shall be entitled to claim from the Customer the costs and expenses incurred by the Company in and ancillary to the process of removal and repossession.
- (e) A Default shall be any of the following:
- (i) breach of the Contract by the Customer or of any other contract between the Company and the Customer;
 - (ii) failure by the Customer to make any payment when it becomes due;
 - (iii) the Customer exceeds the credit limit set by the Company
 - (iv) if the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit if any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition is presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer or the Customer suffers or allows any execution whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debt within the meaning of section 123 of the Insolvency Act 1986 or the Customer encumbers or in any way charges any of the goods; or
 - (v) If the Customer ceases or threatens to cease or trade, or if the Company shall reasonably doubt the solvency of the Customer.
- (f) Nothing in these conditions shall:
- (i) constitute or be deemed to have constituted the Customer as the Company's agent, or
 - (ii) prevent the Company from maintaining an action for the price, notwithstanding that the property in the goods may not have passed to the Customer.
- (g) On termination of any Contract, howsoever caused, the Company's rights in this clause 12 shall remain in effect.

13. DELIVERY

Dates quoted for delivery are approximate only and in this respect times shall not be of the essence of the contract. It shall suffice for the Company to deliver within a reasonable time of the date of delivery quoted, regard being had to all the surrounding circumstances.

Where the Company offers delivery to a site nominated by the Customer, then its obligation shall be to deliver as near to the site as a safe hard road permits. The Customer shall provide free of charge any labour or machinery required for the purpose of unloading, loading or stacking.

In the event of any goods or any packing or container being delivered and deposited, whether on the public highway or elsewhere the Customer shall be responsible for all steps that need to be taken for the protection of persons or property in relation to such goods, packing or container, and shall indemnify the Company in respect of all or any costs, claims, losses or expenses which the Company may incur as a result of such delivery.

The Company cannot accept liability of any direct or indirect loss arising from delays caused by fire, flood, loss or delay in transit, strike, lockout or from any other cause beyond the Company's reasonable control.

14. CANCELLATION OF ORDERS

The Company reserves the right to charge to Customer for all costs incurred on cancelled orders.

15. EXAMINATION OF GOODS

Goods must be examined forthwith on delivery.

The Company shall replace any goods damaged or lost in transit to the place of delivery provided such damage or loss is reported to the Company within three working days of such delivery. No other liability shall be accepted by the Company in respect of any such damage or loss.

Any rejection of the goods on any other grounds must be communicated to the Company within 10 working days.

16. CARRIAGE

Carriage charges will be invoiced to the Customer at rates which shall be determined by the Company from time to time unless specifically excluded in writing. When part deliveries are made on the Customer's instruction the same conditions apply as for whole and complete deliveries.

17. EXPORT / OVERSEAS CONTRACTS

In relation to goods sold outside the UK, the Channel Islands, the Isle of Man or the Republic of Ireland, risk in the goods shall pass to the Customer when they leave the Company's warehouse. Shipping and insurance shall be payable by the Customer but will be managed by the Company unless otherwise agreed. The Customer is responsible at its own expense for obtaining any licence and complying with any export regulations in force within the UK or Republic of Ireland and any country for which the goods are destined. Certain goods imported from the United States of America by the Company are subject to specific restrictions. The Company reserves the right not to supply certain customers or countries and to require from the Customer full details of the end use and final destination of the Goods.

18. LAW

The formation, existence, construction, performance, validity and all aspects of the contract between the Customer and the Company shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.