



About Roofing Supplies Limited

The Engine Shed, Dorking West Station Yard, Station Road, Dorking, Surrey, RH4 1HF

Phone: 01306 770490

Accounts Department Email: accounts@aboutroofing.co.uk

Credit Account Application Form

Please sign & return (either by email or by post) a copy of this Credit Account Application Form. Please also keep a copy for your own records.

FULL TRADING TITLE:
COMPANY NAME (IF DIFFERENT FROM ABOVE):
FULL TRADING ADDRESS (INCLUDING POST CODE):
PROPRIETOR/PARTNERS/DIRECTORS (PLEASE INCLUDE <u>ALL</u> NAMES):
TELEPHONE NUMBER (INCLUDING STD CODE):
FAX NUMBER (INCLUDING STD CODE):
MOBILE NUMBER:
EMAIL:
COMPANY REGISTRATION NUMBER:
V.A.T. NUMBER:
ACCOUNTS CONTACT:

ACCOUNTS TEL. NO:

ACCOUNTS EMAIL:

DO YOU REQUIRE ORDER NUMBERS TO BE QUOTED ON ORDER & INVOICES: YES / NO

Bank Details

ACCOUNT NAME:

SORT CODE:

ACCOUNT NUMBER:

ADDRESS OF BANK:

Trade References

REFERENCE 1:

COMPANY NAME:

COMPANY ADDRESS:

CREDIT LIMIT WITH THIS COMPANY:

LENGTH OF TIME TRADING WITH THIS COMPANY:

REFERENCE 2:

COMPANY NAME:
COMPANY ADDRESS:
CREDIT LIMIT WITH THIS COMPANY:
LENGTH OF TIME TRADING WITH THIS COMPANY:

MONTHLY CREDIT LIMIT REQUIRED:
LENGTH OF TIME THIS BUSINESS HAS BEEN TRADING:

NAMES OF PEOPLE AUTHORISED TO COLLECT MATERIALS ON YOUR ACCOUNT:
--

NOTES:

Terms & Conditions Of Sale

Definition

The "Company" shall mean About Roofing Supplies Ltd.

The "Purchaser" shall mean the other party in any quotation offer and contract with the Company.

Our "Financiers" shall mean HSBC Invoice Finance (UK) Limited.

Application

No addition to variation of or exclusion of these conditions or any of them (whether contained in any official order form of the Purchaser or otherwise) shall be binding on the Company unless such addition, variation or exclusion has been expressly and specifically accepted in writing by the Company.

Prices And Quotations

Printed prices and/or Quotations are subject to alteration or withdrawal without notice. Prices charged are those ruling at date of despatch.

Value Added Tax

All prices quoted are exclusive of Value Added Tax which will be charged at the rate applicable at the date of despatch.

Literature

All catalogues, brochures, specifications or other technical characteristics, data or descriptive matter including any sales promotional material issued by the Company are intended to give a general description of the goods offered and shall not form part of any contract unless it shall be expressly agreed otherwise in writing.

Illustrations

Illustrations are given for the guidance of the Purchaser and are intended to show the types of fittings offered. The Company does not undertake to supply as illustrated.

Suitability

Whilst the Company makes every effort to ensure that the goods supplied are of merchantable quality it gives no warranty either expressed or implied as to their suitability for any special conditions or particular purpose of which the Purchaser must be the sole judge.

Special Goods

Orders for special goods to Purchasers' specifications or outside the Company's standard stock range once placed may not be cancelled without the Company's specific agreement in writing.

Cancellation will only be accepted subject to payment of all expenses incurred by the Company and such additional charge not exceeding the cost of the order as placed as may be made by the Company to cover loss or profit or by way of penalty.

The Purchaser will hold the Company indemnified absolutely against all claims, expenses and charges in respect of any infringement or alleged infringement of a third party's patent, registered design, Trade Mark or other right in respect of goods made to the Purchaser's specification and against any claim for loss, injury or damage, howsoever caused, which may be sustained by any third party after delivery of the goods.

Direct Orders And Site Deliveries

The Company will despatch goods direct to a third party or site at the Purchaser's request. Goods sent to a third party or to a site are despatched at the Purchaser's risk. Carriage will be applied in accordance with the Carriage clause (below).

Special Routing

Goods will be sent by any special route or carrier at the Purchaser's request. All goods so despatched are sent at the Purchaser's risk and any carriage and expenses incurred will be charged to the Purchaser.

Carriage

Goods delivered by the Company's own vehicles are charged for at the Company's scale of carriage charges in force at the time, copies of which are available on request.

Carriage charges for Direct orders are charged on an order-by-order basis which will be advised at the time of ordering.

Delivery

Any delivery dates or periods quoted by the Company are estimates only, given in good faith and the Company shall not be liable for any loss or damages whether direct or consequential resulting from any failure to meet such delivery dates or periods.

All goods shall be delivered to the Purchaser's premises in the United Kingdom and risk in the goods shall pass on such delivery. Goods offered from stock are offered subject to their still being available when the Purchaser's order is received.

- (a) Where delivery is made by the Company's vehicle, or the Company's designated carrier. When the goods are unloaded at the location specified by the Purchaser, or
- (b) Where goods are collected at the time of collection by the Purchaser or his agent from the Company's premises.

Risk

The risk in the goods shall pass to the Purchaser on delivery.

Retention Of Title

Until full payment has been received by the Company for all goods whatsoever supplied at any time by the Company to the Purchaser.

- (a) Property in the goods shall remain in the Company.
- (b) Should the goods or any of them be converted into a new product whether or not such conversion involved the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the legal and beneficial ownership of the new products:
- (c) Subject to (d) and (e) below the Purchaser shall be at liberty to sell the goods and the new products referred to in (b) above in the ordinary course of business on the basis that the proceeds of sale will remain the property of the Company and the Company shall have the full legal and

beneficial ownership of the goods and such new products and that the proceeds of sale shall be the property of the Company to whom the Purchaser shall account on demand until the Company is paid in full. (d) The Company may at any time revoke the Purchaser's power of sale by notice to the Purchaser if the Purchaser is in default for longer than seven days in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied at any time by the Company to the Purchaser or for any reason whatsoever) or if the Company has bona fide doubts as to the solvency of the Purchaser.

(e) The Purchaser's power of sale shall automatically cease if a receiver is appointed over the assets or the undertaking of the Purchaser or a Winding Up Order is made against the Purchaser or the Purchaser goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting for making arrangements or composition with creditors or commits any act of bankruptcy.

(f) Upon determination of the Purchaser's power of sale of (d) or (e) above the Purchaser shall place the goods and the new products at the disposal of the Company who shall be entitled to enter upon any premises of the Purchaser for the purpose of removing the goods and the new products and to remove such goods and new products from the premises (including severance from the realty where necessary).

Non Delivery And Damage In Transit

(a) All goods should be signed for "unexamined" except under sub clause (c) below.

(b) Non-delivery must be notified to the Company in writing within seven days of date of despatch. (c) Consignments delivered obviously damaged or partial delivery must be signed for as such and both the Company and the carriers notified immediately in writing (where consignments are despatched in more than one package the labels are marked with the number of packages in the consignment).

(d) Every notification under this clause to be made by First Class Post.

(e) The Company accepts no responsibility for any loss or damage under this clause unless the above conditions are fulfilled completely.

Payment

Payment shall be made within the calendar month following that in which the goods were despatched and is strictly net.

Overdue accounts will carry interest at the rate of 2 per cent per month or any part thereof enforced at the discretion of About Roofing Supplies Limited Directors.

Any default in payment shall entitle the Company to suspend, withhold or cancel delivery without prejudice to any subsequent claim which the Company may have for non-fulfilment.

Faulty Goods

All claims in respect of faulty goods must be submitted by the Purchaser in writing immediately upon the fault being discovered, giving full details of the fault and if fitted and conditions under which the faulty article was operating.

The Company reserves the right to inspect any faulty goods on site should the Company so require, otherwise all faulty goods must be returned to the Company's premises, carriage paid, clearly identified and giving the date of supply.

All claims are subject to the Purchaser proving that the faulty goods were supplied by the Company within the preceding 12 months. The Company gives no warranty either express or implied in respect of goods supplied by it, but it does undertake to repair, refund the cost of, or replace free of charge, at its absolute discretion, any goods proved to be faulty.

Any admission of liability is invalid unless given specifically in writing and signed by a Director of the Company.

The Company's liability under this clause shall be in lieu of all warranties or conditions and liabilities whatsoever implied by law, statute or otherwise as to the goods, and save as provided in this clause neither the Company nor its servants and agents shall be under any liability whether in contract, or

otherwise howsoever, in respect of the goods or for any injury, damage or loss whatsoever and howsoever resulting there from or from any work done in connection therewith.

New Accounts

Consideration will be given to the granting of credit account facilities on receipt of the following information from the prospective Purchaser.

- Trading title and full details including business activities.
- The name and address of the bankers to whom reference may be made.
- Two approved trade referees.

Information Specifically For Sole Traders Or Partnerships (Other Than Limited Liability Partnerships)

Under the provisions of the Data Protection Act 1998 your attention is drawn to the following:

1. We may transfer information about you to our financiers, who:

(a) may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;

(b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches:

(c) may give information about you and your indebtedness to the following:

- (i) our or their insurers for underwriting and claims purposes;
- (ii) any guarantor or indemnifier of your or our obligations to enable them to assess such obligations;
- (iii) their bankers or any advisers acting on their behalf;
- (iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;

(d) may monitor and/or record any phone calls you may have with them, for training and/or Security purposes;

in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.

2. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you.

You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However, a fee will be payable.

Legal Jurisdiction

Any contract subsisting between the Company and the Purchaser shall be construed in all respects in accordance with the Laws of England and unless otherwise arranged is subject to the jurisdiction of the English Courts.

Clerical Errors

Any omission or error is subject to correction without notice.

Enforcement

Failure by the Company to enforce any particular clause of these conditions of sale shall not be taken as a waiver or any other clause.

Returns Policy

Please note that whilst we try to ensure estimates are as accurate as possible, About Roofing Supplies Ltd cannot be held responsible for any extra costs incurred as a result of discrepancies in quantities. Many of the drawings that we estimate materials from are 1:100 or 1:50 scale. This often means that we cannot be completely accurate with the quantity of tile or slate courses up any given slope. Even just one tile course out around the perimeter of any building can result in a significant difference in the final tile, bonnet and valley count.

We also allow one gable tile per course, per elevation, because we cannot know with any degree of certainty exactly how the tiles will lay along the length of the batten and consequently whether or not a gable tile will be necessary or not. This is particularly apparent when valley and bonnet hip tiles are used. The gable count that we give is the maximum we consider will be used on a contract but the actual requirement may be much less. This obviously has a bearing on the final tile quantity. Similarly,

we allow a percentage waste on interlocking tiles for cuts into valleys and hips but it is difficult to get this accurate.

As a result, we strongly recommend that a final measure be taken on site once the carpentry work is complete.

A Note On Our Returns Policy

Because of the very nature of estimating there will often be materials left over once a roof has been completed. We would rather be over than under on our quantities for obvious reasons and we will always take back materials that are current stock items and are of 'merchantable' quality. However, the clearing of sites carries a heavy cost and to this end we have had to introduce the following charges:

- Items collected from site on our vehicles, £100 per hour (Minimum charge of £100)
- Items returned to our yard, 15% of the net credit note value

We are very aware that any form of restocking charge, no matter how small, can leave a bitter taste in the mouth and we have tried to be as fair as possible and keep the charge to an absolute minimum, however, the increases in diesel & maintenance cost have far outweighed inflation in recent years.

Goods that are not current stock items cannot be taken back into stock because they stay in our yard for months at a time and eventually have to be thrown or sold for second hand rates. We will always endeavour to get the manufacturers to accept these goods back into stock but often they will not and if they do, their handling charge can be as much as 50%.

If you are unsure as to whether an item you are going to order is 'current stock' please speak to our staff at the time of ordering.

Please sign & return (either by email or by post) a copy of this Credit Account Application form to

About Roofing Supplies Limited, The Engine Shed, Dorking West Station Yard, Station Road, Dorking, Surrey, RH4 1HF

Email: accounts@aboutroofing.co.uk

Please also keep a copy for your own records

Signed:.....

Name:.....

Position:.....

Date:.....

Full Company Name:.....

Registered Office

About Roofing Supplies Limited

The Engine Shed, Dorking West Station Yard, Station Road, Dorking, Surrey, RH4 1HF

Phone: 01306 770490

Registered in England No: 3700 831

VAT Number: 720 6034 77

Accounts Email: accounts@aboutroofing.co.uk