

all your building needs.



BUILDING/ROOFING/PLUMBING MERCHANTS

# CREDIT ACCOUNT APPLICATION FORM

REQUESTED LIMIT

£ ..... P.M.

COMPANY TITLE:

ADDRESS:

.....

.....

.....

Please indicate your status:

LIMITED COMPANY

PARTNERSHIP

SOLE TRADER

REGISTERED OFFICE .....

(If not as above) .....

.....

.....

Co. REG. NO .....

WHEN INCORP.....

Email address for invoices & statements .....

Tel No.....Mobile.....Fax no.....

Directors/partners/sole traders.

No of Yrs at this add

Date of Birth

(FULL Names & Home address please)

.....

....

.../.../....

.....

....

.../.../....

.....

....

.../.../....

(Incl post codes please)

all your building needs.



BUILDING/ROOFING/PLUMBING MERCHANTS

Trade Ref. 1

Trade Ref. 2

.....

.....

.....

.....

TEL No.....

TEL No.....

**We hereby advise you that we may make a search with a credit reference agency, which will keep a record of that search and will share information with other businesses. We may also make enquiries about the principal's of this company.**

**I/We hereby apply for a Credit Account and confirm the above particulars to be correct, and agree to pay & conduct this account in accordance with the terms and conditions as set out in this form.**

**MUST BE SIGNED BY A DULY AUTHORISED SIGNATORY.  
AND ALL PARTNERS (For a Partnership)**

SIGNED ..... NAME .....

**MUST BE COMPLETED**

AUTHORISED TO SIGN FOR MATERIALS  
NAME

.....

.....

.....

.....

**Only authorized signatories will be allowed to sign for materials on your account  
Please be advised it is your responsibility to inform us of any changes in writing this  
measure is to protect both of us from fraud**

DATED.....

all your building needs.



BUILDING/ROOFING/PLUMBING MERCHANTS

## AUTHORISATION TO BANK

BANK .....

BRANCH .....

ADDRESS .....

.....

.....

SORT CODE ...../...../..... ACCOUNT NO. ....

I hereby authorize the above bank to supply status information as required for the purpose of a credit application made to Ernest Bentley & Sons Limited of Ladybarn Road, Fallowfield, Manchester.

I have completed the above information on behalf of:

Company Title .....

Address .....

.....

**\*\*\*\*\*MUST BE SIGNED BY A DULY AUTHORISED \*\*\*\*\*  
SIGNATORY OF THE ABOVE COMPANY**

Signed .....

Name .....

Date .....

Position .....

all your building needs.

*Ernest*  
**Bentley's**

BUILDING/ROOFING/PLUMBING MERCHANTS

## TERMS & CONDITIONS

### GENERAL CONDITIONS

All quotations, offers for sale, or acceptance of orders are subject to the following, and these Conditions shall apply notwithstanding any conditions to the contrary in Buyers conditions.

### PAYMENT

Unless otherwise stated in writing, payment will be due on the 28th day of the month following delivery. Interest will be charged on all overdue accounts, should legal action be under taken **ALL INVOICES SHALL BECOME IMMEDIATELY DUE AND INCLUDED IN ANY PETITION RAISED.** Without prejudice to any other right of the Seller hereunder, if the Buyer shall fail to give all instructions required by the Seller and all necessary documents, licenses, and consent for forwarding the goods or shall otherwise cause or request delay, the Buyer shall pay to the Seller all costs and expenses including any storage charge incurred from this delay. The Buyer shall not be entitled to make any deduction for any reason from the invoice value without the prior knowledge and written consent from the Seller.

### DELIVERY

Where contracts provide for a single delivery, goods shall be delivered and accepted as soon as Ready unless specifically agreed otherwise with the Seller. Where the contract provides for deferred deliveries, each delivery shall be accepted as specified in the contract (or soon thereafter as ready) in the event of failure to accept delivery the balance remaining may at the option of the Seller then be invoiced and storage costs charged to the Buyers account. Whilst every effort will be made by the Seller to affect delivery in accordance with any pre arranged dates, no guarantees can be given or taken as implied and the Seller can accept no liability for any loss or damage caused by a delay.

### CLAIMS

The Buyer shall be deemed to have accepted the goods if he retains them for more than 7 days Without notifying the Seller in writing. The absence of any complaint or claim within this period, it shall be deemed that the Seller has discharged all its obligations under the contract and in particular that the goods were in conformity with the contract in all respects. In addition any obvious damage to goods or crates should be noted on the delivery note at the time of delivery.

### TITLE AND RISK

All goods sold hereunder shall remain the absolute property of the Seller until payments of all Amounts have been made. The Buyer acknowledges that until such time as payment has been made it is in the possession of goods solely as bailee for the Seller and shall store the goods separately in such a fashion as to be readily identifiable by the Seller. Where identification is not possible the Seller shall be entitled to recover goods to the value of the outstanding account. Where the goods are delivered to an address specified by the Buyer the Seller shall be entitled to at any time up to resale to enter these premises with the sole purpose of repossession of all goods to which it has title hereunder. Should the Buyer sell the goods in such a manner as to pass to a third party, the Buyer shall hold the proceeds on trust for the Seller.

all your building needs.

*Ernest*  
**Bentley's**

BUILDING/ROOFING/PLUMBING MERCHANTS

### **THIRD PARTY LIABILITY**

The Seller shall be under no liability in respect of any damage or loss to Third Parties caused Directly or indirectly by the goods in any way whatsoever and the Buyer shall at all times indemnify the Seller against any loss or damage.

### **ASSIGNMENT**

The buyer shall not assign or transfer any contract to which these conditions apply for the benefit thereof of any other persons whatsoever without the Seller written consent.

### **DETERMINATION OF CONTRACT**

If the Buyer shall fail to make due payment to the Seller on whatever account then until all such monies have been paid the Seller shall be entitled to withhold delivery or refuse collection of the goods or any part thereof. The Seller may at his discretion effectively cancel all remaining orders due to the Buyers failure to make payments.

### **FORCE MAJEURE**

If the Seller is prevented (directly or indirectly) from making delivery of the goods or from Otherwise performing the contract or any other part thereof by reason of Acts of God, War, Embargo, Riots, Strikes, Lockouts, Trade Disputes, Fires, Breakdowns, Inclement Weather, Interruption of Transport, Government Action, Delay in Delivery to the Seller of any goods or materials or by any cause whatsoever (whether or not of like nature to those specified above) outside its control it shall be under no liability whatsoever to the Buyer and shall be entitled at its option either to cancel the contract or without liability to extend the times for delivery by a period equivalent to that which such delivery has been prevented.

### **COMMENCEMENT OF TRADING WILL BE DEEMED ACCEPTANCE AND AGREEMENT OF THE TERMS AND CONDITIONS AS STATE ABOVE.**