

CIVIL SOLUTIONS LIMITED
Heltor Business Park, Old Newton Road, Heathfield, Devon TQ12 6RN
Tel 01626 - 202480 Fax 01626 – 202483

CREDIT APPLICATION FORM

Business / Trading Name: Business / Trading Address:
 Post Code:

Main Telephone No: Purchase Ledger Tel No: Fax No.:

Mobile Tel No: E-mail Address:

Type of Business: Public Limited Company: Private Limited Company: Sole Trader: Partnership:

Are any of the directors, owners or partners in this business un-discharged bankrupts? Yes / No

Have any of the directors, owners or partners of this business held any other credit accounts with this company? Yes / No

Do any of the Directors of this business hold (or have held) Directorships with any other solvent or dissolved Limited Company? Yes / No

If so, please list Company/Account names:

Limited Companies Only

Co. Registration Number: Date of Formation: Parent Company:

Sole Traders / Partnerships Only Home address(es) of proprietor / all partners:

Full Name: Home Address:
 Date of Birth:

Full Name: Home Address:
 Date of Birth:

Names of People Authorised to Place Orders

Full Name	Position	Verbal Order	Written Order	Order No. Req'd
.....
.....

Names of People Authorised to Make Payment

Full Name	Position	Direct Telephone Number
.....
.....

Trade References

Company Name: Address:
 Current Credit Limit: £.....

Company Name: Address:
 Current Credit Limit: £.....

In processing your application for credit facilities we may make enquiries of credit reference agencies and other third parties who may record those enquiries. We may also disclose information about the conduct of your account to credit reference agencies and other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention. I, the undersigned hereby personally guarantee that if credit facilities are approved the account will be paid as per your normal monthly terms.

Must be signed by a director, partner or proprietor of the business

Signed : Print Name: Position: Credit Limit Requested...£.....

Civil Solutions Limited

CONDITIONS OF SALE

1. CONDITIONS

These conditions are terms of any contract made between the Company and the Customer and neither the Company nor the Customer shall be bound by any variation of waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

2. QUOTATION

- (a) A quotation is valid for a period of 21 days from date of issue, unless otherwise stated.
- (b) No binding contract shall be deemed to have been effected by the acceptance on the part of the Customer of a quotation by the Company until such acceptance has been confirmed in writing by the acknowledgement of the Company

3. PRICE

The Contract price shall be the price specified in the Quotation and in addition value added tax at the rate current at the time of delivery. The Company reserves the right to at any time to amend the Contract price as a result in any variation in the cost of materials, labour, manufacture and delivery.

4. PAYMENT

- (a) Subject to satisfactory trade, bankers and other requisite references, and where no other terms of payment have been specifically agreed in writing the Company's terms are payment in full by the last day of the month following the date of invoice. No discount or allowance will be made unless specifically stated by the Company in writing. Interest will be charged on all sums due under or by way of damages for breach of the contract at the rate of 8% per annum above the base rate of The Bank of England from time to time in force and shall be calculated and accrued on a day-to-day basis from the date on which payment fell due until payment (whether made before or after judgement has been obtained the Company against the Buyer).
- (b) Time for making payment shall be of the essence of the contract.
- (c) The Company may at any time, in its absolute discretion, appropriate any payment made by the Buyer in respect of goods to such outstanding debt as the Company thinks fit, notwithstanding any purported appropriation to the contrary by the Buyer.
- (d) The Company shall be entitled to cancel the contract or to postpone any delivery until payment has been received, in the event that the Company has reasonable doubts about the Buyer's ability or willingness to pay on the due date.
- (e) The Company reserves the right at any time at its discretion to demand security for payment before continuing with an order or delivering goods or any installment.
- (f) VAT will be charged at the rate ruling at the time of dispatch of the goods or (if different, the basic tax point (as defined in regulations governing VAT from time to time in force).

5. STORAGE

Where specifically ordered materials are ready for collection or delivery the Company may in their discretion postpone the supply of these goods at the request of the Customer provided that the Customer pays the full price of the goods to the Company forthwith. The Company may store these goods at their own premises or else at the sole risk of the Customer and all storage insurance and transport charges in respect thereof shall be paid by the Customer.

6. SUBCONTRACT

The Company reserves the right to subcontract all or any part of such work or services as it may at its discretion deem necessary.

7. TRADE TERMS

Claims for the non or incomplete delivery, discrepancy in weight or number or damaged must be notified in writing within seven days of the date of the date of dispatch. Invoicing errors must be notified in writing within 14 days of the date of invoice.

8. RISK AND DELIVERY

Delivery of the goods shall be deemed to be made and the risk of the goods shall pass to the Customer at the time the goods leave the Company's premises.

9. DELIVERY DATE

The Company will endeavor to adhere to the delivery date quoted but such delivery date is a business estimate only quoted for information purposes. The Company shall be under no liability for the delay in delivery or any other consequences of such delay arising from any circumstances whatsoever.

10. RESERVATION OF PROPRIETARY RIGHTS

- (a) The risk in goods shall pass from Seller to Buyer upon collection or delivery of such goods to the Buyer. However notwithstanding supply and the passing of risk in goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cleared funds payment for all goods supplied to the Buyer under this and all other contracts between the Seller and the Buyer for which payment of the full price of goods thereunder has been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer which the goods were supplied.
- (b) Until payment is made as aforesaid the Customer shall hold the goods as bailee of the Company with the revocable authority of the Company to make normal use of the goods in the ordinary course of business or to sell the same unused on behalf of the Company and unless and until any such sale is effected the Customer ensures that the goods are stored separately or otherwise clearly identifiable as the property of the Company and if so required at any time by the Company shall deliver up the goods to the Company forthwith.
- (c) The Customer shall inform the Company forthwith of any such sale made by the Customer and shall hold the proceeds of the sale on trust therefrom to the Company for the outstanding balance of the sums referred to in paragraph (a) of this condition. Until the said sums shall have been fully discharged or accounted for the Customer shall if so required by the Company place and retain the said proceeds of sale (or so much thereof as the Company may direct) in a separate bank account and/or account separately in the Customer's accounts for any monies owing or paid to the Customer in respect of the sale and/or endorse a memorandum on the Customer's accounts stating the rights of the Company over the goods and the proceeds of the sale thereof.
- (d) The Buyer agrees that the Company may, for the purposes of recovery of its goods may enter upon any premises where those goods are stored where they reasonably are thought to be stored and may repossess the same.

11. PHOTOGRAPHIC, DRAWING AND SPECIFICATIONS

- (a) All photographs, drawings, specifications and publicity material supplied by the Company are supplied for identification purposes only and while they are intended to give a general idea of goods portrayed or referred to their accuracy is not guaranteed, and they shall not be taken as constituting a description of the product or any other part of an offer of a contract or representations of any kind by the Company.
- (b) Without prejudice to the generality of the foregoing paragraphs all weights, measurements and other technical details supplied by the Company in respect of any product are to be taken as approximate only.

12. LIABILITY

- (a) In the event of any defect in any goods supplied by the Company being notified to the Company on writing within thirty days of the date of delivery the Company undertake upon return of the goods paid to the Company's premises or the Company's discretion to inspect on site, to repair or replace free of charge any goods found to be defective due to material quality or workmanship.
- (b) The Company undertake that any goods supplied for any particular purpose are fit for that purpose provided that the Company have confirmed in writing prior to the contact being accepted by the Customer.
- (c) Subject to any statutory limitations on the restriction or exclusion of liability and paragraphs (a) and (b) hereof.
 - (i) All other express or implied warranties and conditions statutory or otherwise as to quality or fitness for any purposes are hereby expressly excluded.
 - (ii) The Company shall not under any circumstances be held responsible for any other damage injury loss of any kind whatsoever and whether direct or consequential to the Customer or to any property or person caused by or arising from or attributable whether directly or indirectly to the goods supplied or services rendered or any fault or defect therein or the consignment installation or use thereof or any delay in transit or any negligence or breach of duty contractual or otherwise or representation by the Company its servants or agents.
 - (iii) Any liability on the part of the Company shall arise for any injury or loss or damage of whatsoever nature sustained by the Customer under the provision of this Contract such liability shall under all circumstances be limited to the payment by the Company by way of damages of a sum not exceeding the Contract price in respect of which the claim is made.

13. CANCELLATION

- (a) The Customer shall not cancel any order or part order except with written consent of the Company on terms which will indemnify the Company against all loss and expenses incurred.
- (b) If the Customer shall make any default in or commit any breach of any of his obligations to the Company or if any distress or execution shall be levied upon the Customer his property or assets or if the Customer shall make or offer to make any arrangements or compositions with creditors or commit any act of Bankruptcy or if any petition or receiving order in Bankruptcy shall be presented or made against him or if the customer shall be a Limited company if any resolution or petition to wind up such Company's business shall be passed or presented otherwise than for amalgamation or reconstruction or if a Receiver of such company's undertaking property or assets or any part thereof shall be appointed the Company shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by the Company to the Customer's last known address any subsisting order shall be deemed to be determined without prejudice to any claim or right the Company might otherwise make or exercise.

14. These conditions and the Contract between the Company and the Customer shall be subject to and construed in accordance with English law.

15. IN THESE CONDITIONS

- (a) The Company means Civil Solutions Ltd. Its subsidiaries and authorised agents.
- (b) The Customer means any person making an offer or placing an order or agreeing to purchase goods from the Company.

16. DATA PROTECTION ACT 2018 NOTICE

Where I/we provide you with personal data ("Data"), I/we understand that the data will be held securely in confidence and processed for the purpose of carrying out your distribution/builders merchant business and associated activities ("Activities"). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the Act I/we have the right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee.