

J T ATKINSON & SONS LTD.



APPLICATION TO OPEN A CREDIT ACCOUNT

ACCOUNT:

--	--	--	--	--	--

NAME:

Please return the completed form to
JT Atkinson & Sons Ltd,
Thornton House,
Cargo Fleet Lane,
Middlesbrough,
TS3 8DE.

Please read the conditions of sale, which should
be detached and retained for future reference.

FOR OFFICE USE

TOTAL CREDIT LIMIT £

Approved by

Date

Terms

BM Signature

Branch Contact

How would you prefer to receive your invoices and statements?

☐ Post / ☐ Email

1. (All applicants to complete)

Full Trading Title:

Address (including postcode to which all invoices and statements should be sent):

..... Postcode

Telephone: Fax:

Mobile:  Twitter @

E-mail:

Website

Is this address a private residence? ☐ YES / ☐ NO / ☐ Tenant

If **Yes** are you the owner? ☐ YES / ☐ NO If **No** do you own your own home? ☐ YES / ☐ NO

If you have lived at the above address for less than two years, please state your previous address and postcode:

.....

Occupation, Trade or Business:

☐ DIY/individual / ☐ Farmer / ☐ General builder / ☐ House builder/developer

☐ Joiner/carpenter / ☐ Landscape gardener / ☐ Plumber / ☐ Plumbing & heating engineer

☐ Property developer / ☐ Roofing contractor / ☐ Self builder

☐ Other - please specify

When was the business established?

If Self-builder please state the address of the site

.....

How are you funding your self build project?
(please provide evidence of this - e.g. mortgage offer or bank statement)

Maximum amount of credit required at any one time: £
(i.e. 2 months's turnover + VAT)

Contact name:

Are official orders required? ☐ YES / ☐ NO

(Trade References (please complete both):

1.

.....

Telephone: Fax:

2.

.....

Telephone: Fax:

I/We consent to the above trade references providing references to JT Atkinson & Sons Ltd including future references, should they be required.

ALL APPLICANTS MUST COMPLETE SECTION 2.

2. (Partnerships, sole traders etc., to complete, or in the case of limited companies, one director)

Full names, addresses and date of birth of all partners, proprietors, or one director etc.

Name

Address

.....

D.O.B.

Name

Address

.....

D.O.B.

If there are any further partners, proprietors etc., please give full details on a separate sheet.

3. (Limited Companies to complete)

Please supply us with a sample of your company letterhead.

Name (if different from above)

Address of Registered Office (including postcode)

.....

.....

Company Registration Number:

Names of all directors

.....

.....

CHECK LIST FOR ALL APPLICANTS

To avoid any delay in processing your application, please can you include the following:



☐ **Photo ID** – passport/driving licence, a photocopy is acceptable

☐ **Utility Bill** – dated within the last 3 months, a photocopy is acceptable

☐ **Your Signature** – please print, sign and date overleaf

☐ **Evidence of Funding** – e.g. mortgage offer or bank statement (self-builders only)

J T ATKINSON & SONS LTD

CONDITIONS OF SALE

1.0 DEFINITIONS

In these Terms, the following meanings shall apply:

"Consumer" means a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1999 ("Consumer Protection Law").

"Contract" means any contract made between Us and You for the sale and purchase of Goods.

"Defect" means any defect in the Goods (taking into account any generally accepted tolerance).

"Goods" means the goods or where the context permits the services to be supplied by Us to You.

"Terms" means the terms set out in this document and any special terms agreed in writing between Us and You.

"We", "Us" and "Our" means J T Atkinson & Sons Limited (trading as JT Atkinson Builders Merchant and Hathaway and Hoyle).

"You" and "Your" means the person seeking to purchase goods from Us.

2.0 THE CONTRACT

- 2.1 The Terms shall apply to all Contracts to the exclusion of all other terms and conditions including any terms or conditions which You may purport to apply under any purchase order, confirmation of order, or similar document. Quotations are invitations to treat only and shall lapse 30 days from their date. All orders for Goods shall be deemed to be an offer by You to purchase Goods on the Terms. Any variation to these Terms shall be inapplicable unless agreed in writing by Us.
- 2.2 Completion of an application by You for a credit account with Us or, as the case may be, acceptance of delivery of the Goods shall be deemed conclusive evidence of Your acceptance of these Terms.
- 2.3 Contracts may be cancelled only with Our written agreement and You will indemnify Us against all costs claims losses or expenses incurred as a result of that cancellation.
- 2.4 You shall be responsible to Us for ensuring the accuracy of any order including any applicable design drawing or specification provided to Us by You and for giving Us necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract in accordance with its Terms.
- 2.5 Descriptions and/or samples provided to You are merely indicative of the type of material and class of Goods offered by Us. No guarantee or warranty is given or implied that Goods will be exactly as description and/or sample and the use of any such description and/or sample shall not give rise to a contract of sale by description and/or sample.
- 2.6 We will not be liable for any advice or recommendation given by Us or on Our behalf to You as to the storage, application, or use of the Goods unless made (or confirmed) in writing by Us.
- 2.7 If you deal as a Consumer any provision of the Terms which would be unfair under Consumer Protection Law shall not apply. The statutory rights of a Consumer shall not be affected by the Terms.

3.0 PRICE AND GOODS

- 3.1 Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of Goods at the time of delivery by such an amount as may be necessary to cover any increase sustained by Us after the date of acceptance of your order and any direct or indirect costs of making obtaining handling or supplying the Goods.
- 3.2 Our quotations are based on prices applicable to the quantity specified. In the event of orders being placed for lesser quantities We shall be entitled to adjust the price of the Goods as ordered to take account of the variation in quantity.
- 3.3 The price of the Goods is exclusive of VAT which shall be due at the rate ruling on the date of VAT invoice.

4.0 PAYMENT

- 4.1 Unless the sale is for cash or other credit terms have been agreed in writing, all accounts are due for payment by the end of the month following the date of delivery.
- 4.2 Time for repayment shall be of the essence. No payment shall be deemed to have been received until we have received cleared funds.
- 4.3 We reserve the right to refuse to execute any order or contract if any payment due from You is in arrears or the arrangements for payment or Your credit are not satisfactory to Us in our sole discretion. We may require payment for each consignment when it is available and before it is dispatched in which case delivery will not be effected until We are in receipt of cleared funds.
- 4.4 In the case of short delivery You will remain liable to pay the full invoice price of all Goods delivered or available for delivery.
- 4.5 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason whatever.
- 4.6 We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against you against any sums due to Us by You. Any monies received against accounts are deemed to be against such outstanding amounts as We in our sole discretion shall determine.
- 4.7 If you fail to make payment on the due date, then, without prejudice to any other right or remedy available to us, you will indemnify us in respect of all costs incurred by us in recovering payment, including the cost of instructing Solicitors. In the event that you tender payment by cheque and the cheque is returned by your bankers unpaid, you will indemnify us in respect of all bank charges thereby incurred by us.
- 4.8 We shall be entitled in our absolute discretion to withdraw credit at any time if you fail to make any payment by the due date or are otherwise in breach of the terms of the Contract and, where the breach is capable of remedy, you have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied or if upon reasonable grounds it appears to us that you are insolvent. In all such events, all invoices issued by us to you shall become due and payable immediately.

5.0 DELIVERY

- 5.1 Unless otherwise agreed in writing by Us, the Goods shall be delivered to You at the address given by You to Us and delivery will be effected when the Goods are delivered to such address or collected from Our premises by You or on Your behalf (whichever the case may be).
- 5.2 Any dates specified by us for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 5.3 We shall not be liable for any reasonable period of delay in delivery of the Goods however caused. We will not accept liability for any delay beyond such period unless delay is caused solely by Our negligence. Notwithstanding that We may have delayed or failed to deliver the Goods (or any of them) promptly You shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within a reasonable period of Our estimated date of delivery or (if later) before You have given Us reasonable notice in writing of cancellation of the Contract because of the unreasonable delay.
- 5.4 We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Our failure to deliver any one or more instalments or any claim by You in respect of any one or more instalments shall not entitle You to treat the Contract as a whole as repudiated.
- 5.5 Unless otherwise stated all quotations and estimates assume delivery in full loads on week days and Saturday mornings during normal working hours. We reserve the right to levy additional charges for (i) deliveries by instalments where requested by You and (ii) if We agree at your request to deliver outside normal working hours, Saturday afternoons, Sundays and/or Bank Holidays.
- 5.6 You must provide the necessary labour for unloading the Goods and unloading is to be completed with reasonable speed. If Our delivery vehicle is kept waiting for an unreasonable time or is obliged to return without completing delivery or if We provide additional staff to unload Goods or if for any reason You fail to accept delivery of the Goods an additional charge will be made.
- 5.7 We shall deliver the Goods as near as possible to the delivery address as a safe hard road permits. We reserve the right to refuse to deliver the Goods to premises considered in the discretion of the driver to be unsuitable.
- 5.8 If Goods are to be deposited other than on your private premises, You shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property and will indemnify Us in respect of all cost claims losses or expenses We may incur as a result of such delivery whether on the public highway or elsewhere.
- 5.9 If You fail to take delivery of the Goods or fail to give Us adequate delivery instructions (otherwise than by reason of any cause beyond Your reasonable control or by reason of Our fault) then, without prejudice to any other right or remedy available to Us, We may:
 - 5.9.1 Store the Goods until actual delivery and charge You for the reasonable costs of storage and insurance; and/or
 - 5.9.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage insurance and selling expenses) account to You for the excess over the price or charge You for any shortfall below the price.
- 5.10 The quantity of any consignment of Goods as recorded by us on despatch from our place of business shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

6.0 INSPECTION

- 6.1 You shall inspect the Goods at the place and time of unloading but nothing in these Terms shall require you to break packaging and/or unpack Goods.
- 6.2 You must give us written notice within 3 working days of any claim for short delivery. If you do not give Us that notice within that time the Goods will be deemed to have been delivered in the quantities shown in the delivery documents and You shall not be entitled and irrevocably waive any right to reject the Goods or claim any damages whatsoever for short delivery howsoever caused.
- 6.3 Where it is or would have been apparent on a reasonable inspection that the Goods have a Defect You must give us written notice within 3 working days. If you are not a Consumer and You fail to give us that notice within that time the Goods will be deemed to have been accepted and You shall not be entitled and irrevocably and unconditionally waive any right to reject the Goods.
- 6.4 In the event that You give Us written notice under 6.2 or 6.3 above You shall afford Us an opportunity to inspect the Goods within a reasonable time following receipt and before any use is made of them. If You fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and free from any Defect which would be apparent on a reasonable examination of the Goods and You shall be deemed to have accepted the Goods.

For the avoidance of doubt We acknowledge that the costs of suspending works are relevant to the determination of what is a reasonable opportunity and this Term shall not prejudice any works affecting the Goods which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.

7.0 TITLE AND RISK

- 7.1 Risk in all Goods shall pass to You when the Goods are delivered pursuant to Term 5.1.
- 7.2 Subject to Term 7.3, title in the Goods shall remain with Us until You pay in full all sums due to Us whether in respect of the Contract or otherwise. We shall be entitled to recover the price of the Goods including VAT even though title in any of the Goods remains with Us.
- 7.3 Until title passes:
- 7.3.1 You shall hold the Goods as our fiduciary agent and bailee.
- 7.3.2 Where practical the Goods shall be stored separately from any other Goods and marked in such a way that they are clearly identified as Our property. You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.
- 7.3.3 We agree that You may use or sell the Goods (as principal and not as Our agents) in the ordinary course of your business subject to the express condition that the entire proceeds of any sale or insurance received in respect of the Goods are held in trust for Us and not mixed with any monies or paid into an overdrawn bank account and shall at all times be identifiable as Our money.
- 7.4 Until such time as title in the Goods passes from Us, You shall upon request deliver up to Us such of the Goods as have not ceased to be in separate existence or resold by You. We shall be entitled at any time to recover any or all of the Goods in your possession to which We have title and for that purpose We Our employees or agents may with such transport as is necessary enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated. On the making of any such request Your rights under Term 7.3.3 shall cease.
- 7.5 You shall not pledge or in any way charge by way of security for any indebtedness any of the Goods in which we have title.
- 7.6 You shall insure and keep insured the Goods to their full insurable value against 'all risks' to Our reasonable satisfaction until property in the Goods passes from Us and shall whenever requested by Us produce a copy of the policy of insurance.
- 7.7 Without prejudice to Our other rights, if You fail to comply with the provisions of this Term 7 all sums whatever owing by You to Us shall forthwith become due and payable.

8.0 LIABILITIES

- 8.1 This Term 8 provides for Our entire liability whether in contract (including any breach of warranty condition or other term express or implied), tort (including negligence), misrepresentation, breach of duty (common law or statutory), strict liability or other legal liability including liability for the acts or defaults of Our employees, agents, sub-contractors or affiliated companies ("Liability"). All warranties and conditions whether implied by statute or otherwise are excluded from this Contract provided that nothing in these terms shall exclude or restrict our liability for death or personal injury resulting from our negligence or our liability for fraudulent misrepresentation.
- 8.2 We shall not be liable in respect of any misrepresentation made by Us Our employees or agents to You Your employees or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements or otherwise unless the representation is made or confirmed in writing by Us or is fraudulent.
- 8.3 While We take every precaution in the preparation of our catalogues technical circulars price lists and other literature these documents are for your general guidance only and statements therein (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them. If You require advice in relation to the Goods a specific request for advice should be made and any advice made or confirmed in writing in response to such a request shall amount to a representation and We shall be liable accordingly.
- 8.4 We shall not be liable for any damages whatsoever in respect of Liability and instead We undertake, subject to the conditions set out in Term 8.6 below, in our sole discretion either to repair the Goods at our own expense or to supply replacement Goods or to make good a shortage free of charge or to refund all (or where appropriate part) of the price paid for the relevant Goods.
- 8.5 Without prejudice to any other provisions in these Terms in any event Our total Liability for any one claim or for the total of all claims arising from any one act of default on Our part shall not exceed the purchase price of the Goods the subject matter of the claim(s).
- 8.6 We shall have no liability to you if, without just cause, any money due in respect of the Goods has not been paid in full by the due date for payment.
- 8.7 We shall have no liability to you to the extent that you are covered by any policy of insurance arranged by you or of which you have the benefit and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 8.8 We will not be liable under the Contract in respect of Defects:
- 8.8.1 If the Defect arises from fair wear and tear.
- 8.8.2 If the Defect arises from wilful damage negligence abnormal working conditions misuse alteration or repair of the Goods failure to follow British Standards or industry instructions relevant to the Goods or storage of the Goods in unsuitable conditions (but this Term shall not apply to any act or omission on our part).
- 8.6.3 Unless You comply with Term 6.4 above.
- 8.9 If the Goods are not manufactured by Us or have been processed or milled by a third party whether or not at our or your request our liability in respect of any Defect will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods. We will on written request provide details of our rights against the manufacturer or third party and any other terms and conditions imposed by the manufacturer or the third party and so far as possible will on request assign to You any such rights.
- 8.10 If the Goods are processed or milled by Us at Your request to the design quantity measurement or specification of You or your agents then:
- 8.10.1 You will unconditionally fully and effectively indemnify Us against all loss damages costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim for infringement of any patents copyright design or trademark or any other industrial or intellectual property or rights of any other person.
- 8.10.2 You will further unconditionally fully and effectively indemnify Us against all loss damages costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any other claim arising from such processing or milling including but not limited to any Defect in the Goods. This indemnity will be reduced in proportion to the extent that such loss damage costs and expenses are due to our negligence.
- 8.10.3 If you are not dealing as a Consumer You will unconditionally fully and effectively indemnify Us against all loss damage costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods including loss arising from our negligence.
- 8.11 We shall have no liability to you for (i) any consequential losses (including lost profits and/or damage to goodwill; (ii) economic and/or other similar losses; (iii) special damages and indirect losses; (iv) business interruption, loss of business, contracts and/or opportunity.
- 8.12 We shall not be liable for any failure to perform any of our obligations under the Contract due to any cause beyond our reasonable control including industrial action.
- 8.13 It is expressly acknowledged and agreed by You that the exclusions and limitations of liability contained in this Term 8 are a fair and reasonable apportionment of risk in accordance with the normal practices of the industry.

9.0 NON-PAYMENT/INSOLVENCY

- 9.1 "Insolvent" means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any of your property; the appointment of a receiver, administrator or administrative receiver over all or part of your property; a proposal for voluntary arrangement or compromise between You and your creditors whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction; the presentation of a petition for your winding-up or for an administration order in relation to You; if you suffer any analogous step or proceedings under foreign law or You ceasing or threatening to cease to carry on your business.
- 9.2 If you fail to pay the price for any Goods on the due date or You become Insolvent or if You are a limited company or partnership there is a material change in your constitution or You commit a material breach of the Contract and fail to remedy that breach all sums outstanding between You and Us shall become immediately payable and We shall be entitled to do one or more of the following (without prejudice to any other right or remedy We may have):
- 9.2.1 Require payment in cleared funds in advance of further deliveries.
- 9.2.2 Cancel or suspend any further deliveries to You under any Contract without liability on our part.
- 9.2.3 Charge interest at the prescribed rate from time to time under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date to the date of actual payment after as well as before any judgement.
- 9.2.4 Without prejudice to the generality of Term 7 exercise any of our rights pursuant to that Term.

10.0 GENERAL

- 10.1 This Contract shall be governed and interpreted according to the Law of England. Any dispute arising under the Contract shall be subject to the jurisdiction of the English Courts.
- 10.2 Any notice required to be served pursuant to this Contract shall be in writing and served by first class post or by hand.
- 10.3 The Contract is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to the Contract.
- 10.4 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as waiver of any subsequent breach of the same or any other Term.
- 10.5 If any provision of the Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable it shall to the extent of such illegality invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall therefore continue in full force and effect.
- 10.6 Health and Safety information relevant to the Goods is available on request.
- 10.7 All persons visiting Our premises do so at their own risk and We accept no liability for any injury caused to persons visiting Our premises for whatever purpose, except where caused by Our negligence.

I/We apply to open a credit account with JT Atkinson & Son Ltd and declare that the information given above is accurate. I/We understand that credit terms are that payment is due at the end of the month following the date of invoice and that if granted credit, I/We agree to pay in accordance with these terms. I/We acknowledge and accept that the JT Atkinson & Sons Ltd Conditions of Sale are applicable at the date of transaction. I/We agree that should I/We breach the Conditions of Sale this agreement for credit may be terminated and I/We may be required to pay the account balance in full immediately.

Name (Capitals):

Signed:

Name (Capitals):

Signed:

Position: Date:

For and behalf of

PLEASE ENSURE YOU HAVE INCLUDED ALL RELEVANT DOCUMENTS AND I.D.s

This form must be signed by the sole trader, all partners or in the case of a limited company a duly authorised director or in the case of a Limited Liability Partnership, a duly authorised designated member.

Personal guarantees from directors (in the case of limited companies) or from designated members (in the case of limited liability partnerships) may be required to enable credit facilities to be offered.

We will make a search with a Credit Reference Agency, who will keep a record of that search and will share the information with us and other businesses. By submitting this request to open a Trade Credit Account, you are authorising us to do this. In some instances we may also search on the personal credit file of principal directors. We may also pass or share your information with carefully selected third parties for the purposes of account opening, credit vetting and account management. Should it become necessary to review an account, then again a credit reference may be sought and a record kept.

We will monitor and record information relating to your trade performance and such records will be available to Credit References Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing we may also share information with other businesses.

If we accept your application to open a Trade Credit Account, we will notify you of your authorised credit limit. We reserve the right to increase or reduce this credit limit from time to time at our absolute discretion and will notify you of any such amendment. If as a result of a reduction in your credit limit you owe us an amount being in excess of your adjusted credit limit such excess shall be immediately repaid to us.