



W J LEWIS (BUILDERS MERCHANT) LTD



BUILDING



LANDSCAPING



PLUMBING



TIMBER

HELPING TO BUILD GREATER MANCHESTER  
SINCE 1932

[www.wjlewis.co.uk](http://www.wjlewis.co.uk)



CREDIT ACCOUNT APPLICATION FORM

*"Your one stop building shop"*

Thank you for applying to open a credit account. We require the following information to consider your application. Please complete and return this form to the address over.

Classification: (Please Tick)

Limited Company ☐

Partnership ☐

Sole Trader ☐

Trading Title:

Registered Office Address (inc postcode)

Site Address (if applicable)

Telephone No :

Fax No :

Parent or Holding Company

Registered Company No

Date Incorporated

Names & Addre sse s ( inc postcodes)

If a Limited Co Directors (all) if a Partnership Partners (all) if a Sole Trader Proprietor

1.

Home Telephone:.....

Date of Birth:.....

Property is:   Owned\ Rented\ Leased

Length of time at this address:

If the length of time at current address is less than f our y ears please  
Fill in the previous address in the box below

2.

Home Telephone:.....

Date of Birth:.....

Property is:   Owned\ Rented\Leased

Length of time at this address:

If the length of time at previous address is less than four y ears please  
Fill in the previous address in the box below

1.

2.

Pursuant to section 4 of the Business Names Act 1985 any person to whom the act applies is required to supply the name and address of the proprietor to anyone who had a reason for asking this information

Amount of monthly credit Required

£

Order Number Required? (tick box)

YES ☐

NO ☐

Please indicate any special invoicing requirements

Person to contact regarding account

<b>Bank Name and Address</b>
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<b>Authority to order materials</b>			
Persons other than yourself that you wish to be granted the authority to order materials on the account			
Full Name and specimen signature	<b>Name</b>	<input type="text"/>	
	<b>Signature</b>	<input type="text"/>	
Full Name and specimen signature	<b>Name</b>	<input type="text"/>	
	<b>Signature</b>	<input type="text"/>	

<b>1st Trade Reference</b>	<b>1st Trade Reference</b>
<b>Full Address</b>	<b>Full Address</b>
<b>Telephone No:</b>	<b>Telephone No:</b>
<b>Fax No.</b>	<b>Fax No.</b>

<b>In the case of a Sole Trader/ Partnership: (In the case of a Partnership all partners should sign).</b>	
Please confirm the acceptance of our terms by signing below.	
I have read, understood and agree to the terms of trading as stated in the condition a sale over	
Signed.....	for and on behalf of.....
Print Name.....	
Position .....	Date.....

<b>In the case of a Limited Company</b>	
Please confirm your acceptance of our terms of trading by signing below.	
I have read, understood and agree to the terms of trading as stated in the conditions of sale over.	
Signed.....	For and on behalf of.....
Print Name.....	
Position.....	Date.....
The performance of the obligations of this company in paying this account in accordance with the term hereof is guaranteed by at least one of the directors of the company namely:.....	
who has signed this form as evidence of such guarantee	
Signed .....	Date.....
Print Name.....	

<b>Please tell us why you wish to open an account with us ?</b>
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## **CONDITIONS OF SALE**

### **1 GENERAL**

(a) These terms & conditions shall apply to all trading between us and any customer.

(b) Any variation of these conditions whether orally or by any stipulation or condition on customers order forms shall not be applicable to any order placed with us unless expressly agreed by us in writing.

### **2 QUOTATIONS**

(a) Any quotations made by us may be withdrawn at any time before receipt of the customer's acceptance of the quotation and shall be deemed to be withdrawn if acceptance is not received within 30 days from the date of the quotation.

(b) Goods supplied by us under a quotation cannot be returned to us for credit unless by agreement in writing.

### **3 PAYMENT**

(a) Unless the sale is for cash or other credit terms have been expressly agreed in writing all accounts are due for payment on the last day of the month following that in which goods are delivered.

(b) We reserve the right to refuse to execute any order or contract if the arrangements for payment or the customer's credit are not satisfactory to us/ In the case of non-payment of any account when due or in case there shall be any default or refusal on the part of the customer to take due delivery of any goods or materials or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a receiver, the purchase price of all goods and/or work invoiced and/or delivered by us to the customer to date shall immediately become due and payable from the customer to us and in addition we are to have the right to cancel every contract made with the customer or to suspend or continue delivery of goods and materials at our option without prejudice to our right to recover any loss sustained. Interest at the rate of 3% per annum above the lending rate of Barclays Bank PLC in force at the time the payment of any account is due subject to a minimum of 18% shall be payable in respect of any accounts which are not paid when due in accordance with clause 3a of these conditions. Any debt collection costs/Bank Charges incurred will be passed to the customer. Debt collection procedures where necessary will be entirely at the discretion of W J Lewis (BM) Ltd and or Harwood Jackson (BM) Ltd.

(c) The customer shall not be entitled to withhold payment of any amount payable under the agreement to us by reason of any dispute or claim by the customer in connection with the agreement nor shall the customer be entitled to set off against any amount which is not then due and payable by us or for which we dispute liability.

### **4 PRICE**

(a) Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We reserve the right to adjust the price of the goods at the time of delivery by such amount as may be necessary to cover any increase sustained by us after the date of quotation or order in any direct or indirect costs of making, obtaining, handling or supplying the goods.

(b) Our quotations are based on prices applicable to the quantities 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.

### **5 DELIVERY**

(a) Delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. We shall not in any event be liable to compensate the customer in damages or otherwise for any non-delivery of or late delivery of goods or for any loss consequential or otherwise arising therefrom.

(b) We do not undertake to deliver or collect any load over roads or grounds which in our opinion we consider to be unsuitable. If a vehicle used for performing our contract with any customer delivers or collects a load to or from a place situated off a public highway, the customer is solely responsible for any damage or accident and is to indemnify us fully in respect thereof.

(c) If the customer wishes to claim that there is any shortage on delivery of any goods delivered or that the same have been damaged in transit he shall give notice in writing to us and to any railway or other carrier by whom the goods were delivered within three days after the delivery is made, failing which the goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents.

(d) Unless otherwise agreed our prices only cover delivery and working on normal working days and during normal working hours. All deliveries made or work done at the customer's request on Saturday afternoons, Sundays and Bank Holidays and outside normal working hours will be subject to extra charges.

(e) Unless otherwise agreed all prices are subject to payment to us for carriage and packing.

(f) 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 the compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such goods, packing or container and shall indemnify us in respect of all or any costs, claims, losses or expenses which we may incur as a result of such delivery.

### **6 SAMPLES**

Samples submitted and illustrations in catalogues and trade literature must be accepted as showing type, class and general character only without warranty or guarantee as to substance, performance, colour, size, thickness or shape.

### **7 INSPECTION OF GOODS**

The customer shall inspect the goods immediately thereof and shall within fourteen days from such delivery give notice to us of any matter or thing by reason whereof the customer may allege that the goods are not in accordance with the order. If the customer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be deemed to have accepted the goods accordingly. In any case, any form of query will only be accepted if raised within 30 days from the date of invoice.

### **8 SUITABILITY OF GOODS**

If we supply goods to customer's designs and specifications then the customer shall be responsible for ensuring that the goods are suitable for the purposes for which they are required and no guarantee, warranty condition or representation is given or is to be implied of their suitability for the purpose for which they are being used.

### **9 DEFECTIVE GOODS**

(a) Save as hereinafter appearing any goods supplied will be replaced or repaired free of charge or in our absolute discretion the purchase price refunded if we are satisfied that they were defective in material or workmanship upon delivery and provided notice of the defect is given to us within fourteen days of the delivery and the goods are returned to our works carriage paid provided that we accept no liability in regards to the cost of taking out, re-fixing or making good other materials.

(b) Our total liability hereunder for all or any loss arising whether directly or indirectly from whatever reason shall be limited to the contract price for the goods.

### **10 TITLE AND RISK**

(a) The goods shall be at the risk of the customer as from the time when they are ready for delivery.

(b) The property in the goods shall not pass to the customer but shall remain vested in us until all sums owing from the customer to us on whatsoever grounds shall have been paid, and until such time the customer shall hold the goods as bailees. Such sums shall not be treated as paid until all cheques, bills or other instruments of payment given to us by the customer have been met or honored.

(c) The customer shall if so required by us, mark or designate all goods referred to in sub clause (b) hereof so as clearly to show that they are our property.

(d) If the customer shall default in the punctual payment of any sum due to us we shall be entitled forthwith to repossess any goods which remain our property and the customer shall for that purpose afford us access to and we shall be entitled to enter any premises in the occupation of the customer or to which he has access and where the goods may then be situated.

(e) The customer shall not pledge or allow any lien or charge to arise over the goods or the documents of title thereto and shall not deal with them otherwise than in the ordinary course of the customer's business.

(f) In the event of any sale or disposition of the goods by the customer the customer shall hold on trust for us:-

(i) if the goods have not been mixed with or incorporated in or attached to other goods or land or buildings the whole of the proceeds of the sale or disposition.

(ii) if the goods have been mixed with or incorporated in other goods or have become attached to land or buildings, so much of the proceeds of sale as is equal to the price of the goods under this agreement.

### **11 VALUE ADDED TAX**

All quotations offer prices are exclusive of Value Added Tax. Value Added Tax will be added to all invoices at the rate applying at the appropriate tax point.

### **12 CANCELLATION**

In the event of cancellation of an order we reserve the right to recover all costs incurred in respect of the cancellation from the customer including any cancellation of order charges levied against us by the manufacturer as result of such cancellation. This condition shall apply in respect of goods returned which have been over ordered or are surplus to the customer's requirements.

### **13 INTERPRETATION**

**Every contract to which these conditions apply shall be construed and operate as an English contract and in accordance with English Law and all disputes shall be submitted to the jurisdiction of the English Courts.**