

# Alloway Timber



# Account Application Form

Please reply to:  
Unit 2, First Floor  
St. Georges Industrial Estate,  
380 Richmond Road,  
Kingston upon Thames,  
Surrey KT2 5BQ  
Tel: 020 8549 7334 Fax: 020 8549 2262



INVESTOR IN PEOPLE

**WHICH ACCOUNT IS REQUIRED?**

**CREDIT LIMIT REQUESTED ON ACCOUNT/S**

Please tick applicable box below\*:

Please tick applicable box below\*:

<input type="checkbox"/> ALLOWAY	<input type="checkbox"/> £1,000	<input type="checkbox"/> £2,500	<input type="checkbox"/> £5,000	<input type="checkbox"/> £7,500	<input type="checkbox"/> £10,000+
<input type="checkbox"/> PBM	<input type="checkbox"/> £1,000	<input type="checkbox"/> £2,500	<input type="checkbox"/> £5,000	<input type="checkbox"/> £7,500	<input type="checkbox"/> £10,000+

\*For those requiring both accounts please tick against both Alloway & PBM and mark the requested credit limit box for each account .

**PLEASE USE CAPITAL LETTERS**

1 Exact Title of Company or full name of person \_\_\_\_\_  
 (Please send a business letterhead with this application)

2 Business type (eg Building contractor, Decorator, Roofer, DIY) \_\_\_\_\_

3 Full business address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Postcode \_\_\_\_\_  
 Office No. \_\_\_\_\_ Home No. \_\_\_\_\_  
 Mobile No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Email address \_\_\_\_\_

4 Address where invoices to be sent if different from above \_\_\_\_\_  
 \_\_\_\_\_

5 Are Order no's to be quoted on invoices? YES / NO and/or Site/Job reference? YES / NO  
 (If yes, goods will not be supplied without the relevant details quoted)

6 Name of person/s authorised to order goods \_\_\_\_\_

7 Name of principle Director/s or Partner/s \_\_\_\_\_  
 \_\_\_\_\_

7a Sole Trader/Partners Date of Birth \_\_\_\_\_

8 Company registration No. \_\_\_\_\_

9a Address of registered office \_\_\_\_\_  
 \_\_\_\_\_

9b (to be completed by all non Ltd Companies)  
 Home address for sole traders and all partners for the previous 3 years \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

10 How long established using present trading name \_\_\_\_\_

11 Estimated annual spend with Alloway Timber (if applicable) \_\_\_\_\_

12 Estimated annual spend with PBM (if applicable) \_\_\_\_\_

13 Name and address of bankers \_\_\_\_\_  
 (must be completed in full) \_\_\_\_\_  
 \_\_\_\_\_

Account No. \_\_\_\_\_  
 Sort Code \_\_\_\_\_ Tel No. \_\_\_\_\_  
 Account Name \_\_\_\_\_

I hereby request that Alloway Timber (Southern) Ltd and/or its subsidiary company, Putney Builders Merchants, open a credit account/credit accounts (in the name/s given in 1)

Signed \_\_\_\_\_ PRINT name \_\_\_\_\_

Position held \_\_\_\_\_ Date \_\_\_\_\_

**Unsigned forms will be returned for signature**

Account/s applied for (please tick as applicable)  **ALLOWAY**  **PBM**

An original form must be completed and returned to the accounts dept. But a temporary limit may be set up on a completed fax copy returned to the accounts dept.

*Please reply to:*

Unit 2, First Floor St. Georges Industrial Estate, 380 Richmond Road, Kingston upon Thames, Surrey KT2 5BQ  
 In case of query, please phone 020 8549 7334, Fax 020 8549 2262

**Data Protection Consent Clauses covering:-**

- 1. Credit Reference Agencies
- 2. Money Laundering & Fraud Prevention



**Important - Your Personal Information**

**Credit Decisions and also the prevention of fraud and money laundering**

We may use credit reference (and fraud prevention) agencies to help us make decisions. What we (the lender) do and how both we and credit reference (and fraud prevention) agencies will use your information is detailed in the leaflet called:  
*A Guide to the use of your personal information by ourselves and at Credit Reference Agencies.*  
 By confirming your agreement to proceed you are accepting that we may each use information in this way.

Signed \_\_\_\_\_ PRINT name \_\_\_\_\_

Date \_\_\_\_\_

**Unsigned forms will be returned for signature**

**FOR INTERNAL USE ONLY**

	Date Sent	Date Rec'd
Date Application Rec'd		
Account Opened/Declined		
Account No. Allocated		
Branch Allocated		
Rep Allocated		
Customer Allocation		
Credit Facility		
Customer Notified		
Authorised by		
Date		

## CONDITIONS OF SALE

1. These conditions apply to all sales of goods by ALLOWAY TIMBER (SOUTHERN) LTD ("the Seller") and PUTNEY BUILDERS MERCHANTS LTD and shall prevail over any other terms or conditions contained or referred to in the Purchaser's Order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless such other terms or conditions are specifically agreed to in writing by the Seller. The Seller's agents shall not have authority to enlarge, vary or exclude any of these Conditions. Any purposed enlargement, variation or exclusion thereof shall be without effect unless specifically agreed to in writing by the Seller and the Purchaser.
2. (a) Quotations are for the supply of goods and/or materials only. No terms or conditions of any Main Building Contract or sub contract shall affect these Conditions.  
(b) A quotation by the Seller shall constitute an invitation to treat and not an offer. The Seller may withdraw or amend any quotation at any time prior to the Seller's acceptance of the Purchaser's order.  
(c) Where particularly fine or special tolerances are required in the goods supplied, far beyond those generally accepted in the building trade no liability shall be attached to the Seller unless such fine tolerances are notified in writing to the Seller at the time of order and the Seller has acknowledged in writing that it is prepared to accept such order.
3. Any estimates given by the Seller or its representatives in respect of quantities needed will be treated as without obligation on the part of the Seller and the Purchaser will be entirely responsible for ascertaining the quantities required.
4. (a) The Seller may in its sole discretion accept or reject the return of any goods which have been incorrectly ordered. In the event that the Seller decides to accept the return of such goods, such acceptance shall be upon such terms as the Seller may determine and in particular the Seller reserves the rights to charge for the carriage and handling of such goods.  
(b) Orders for goods which are to be specifically made or obtained may not be cancelled once such orders have been accepted by the Seller nor will any allowance be made in respect of such goods where they are subsequently returned.
5. (a) The price payable for the goods sold shall be that contained in the Seller's list price current at the time of despatch. In the event that there is a difference between the Seller's current list price and the price set out in any quotation by the Seller, then the Purchaser shall pay the current list price at the time of despatch. If no list price is given for the goods sold, then the price to be paid shall be the price specified in the Seller's quotation.  
(b) The Seller shall have the right at any time and without notice to revise prices to take account of increases of costs including (without limitation) costs of any goods or materials carriage labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rate.  
(c) All prices quoted are exclusive of Value Added Tax unless otherwise stated.  
(d) When goods are sent by rail or carrier a charge will be made for carriage unless otherwise stated.
6. (a) Credit accounts may be opened subject to satisfactory credit references being obtained. Payment for goods supplied on Credit Account shall become due and payable not later than the last day of the month following the month of delivery of the goods.  
(b) For all other transactions quotations shall be for cash with order.  
(c) The Seller reserves the right to re-possess any of the Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants and irrevocable right and licence to the Seller's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in Condition 14 or otherwise and without prejudice to any accrued rights of the Seller thereunder.  
(d) Without prejudice to the Seller's rights to enforce payment, if the Purchaser fails to make payment as herein provided for the Seller shall be entitled to charge interest on any balance outstanding at the rate of 3% above Bank of England minimum lending rate current base rate until the balance has been paid.
7. (a) Goods are despatched from the Seller's premises at the Purchaser's sole risk.  
(b) Where delivery to site is undertaken by the Seller it is on the understanding that there is a suitable road to the point on the site where delivery is requested. If no such road exists delivery will be made to the nearest point to which in the opinion of the Seller's driver motor lorries can safely proceed.  
(c) All necessary labour and equipment required to unload materials promptly shall be supplied by the Purchaser and the Seller's drivers shall not be responsible for unloading.
8. (a) Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Purchaser in respect of any failure to deliver on any particular date or dates.  
(b) If the Purchaser refuses or fails to take delivery of Goods tendered in accordance with the Contract the Seller shall be entitled to immediate payment in full for the Goods so tendered. The Seller shall be entitled to store at the risk of the Purchaser any Goods of which the Purchaser refuses or fails to take delivery and the Purchaser shall in addition to the purchase price pay all costs of such storage and any additional cost or carriage incurred as a result of such refusal or failure.  
(c) If in the case of any sale involving more than one delivery default is made in payment on the due date the Seller shall have the right forthwith to suspend any further deliveries until payment; or by notice in writing to the Purchaser to terminate the contract of sale in its entirety.
9. (a) The Seller does not exclude liability for death or personal injury to the extent that it results from the negligence of the Seller, its servants or agents.  
(b) The Seller accepts liability for any breach on its part of any undertaking as to title implied by Section 12 of the Sale of Goods Act 1979 or by Section 8 of the Supply of Goods (Implied Terms) Act 1973.  
(c) The Seller does not accept liability for shortages in quantities delivered unless the Purchaser notifies the Seller of any claim for short delivery of the goods within seven days of the delivery to the Purchaser or to the Purchaser's instructions. In such circumstances the Seller's liability shall be restricted to making good the shortage.  
(d) Save as aforesaid, all liability for any representations whether oral or in writing and all guarantees, conditions or warranties whether expressed or implied by statute, common law or otherwise are hereby excluded.  
(e) Save as aforesaid, the Seller agrees to repair or replace free of charge any goods which, in the opinion of the Seller, are defective due to a manufacturing fault, but only if the same is reported to the Seller within seven days of delivery of the goods to the Purchaser or the Purchaser's Order, but the Seller will not be responsible either for the cost of removing any defective goods from any place where they are installed or affixed (or for making good the said place after removal) or for the cost of installing or affixing in such place any repaired or replacement goods, unless the same shall have been previously agreed in writing with a Director of the Seller.  
(f) Save as aforesaid, the Seller shall not be liable for any loss (including consequential loss), damage or delay or expense of any kind whatsoever and howsoever caused (including by the negligence of the Seller its servants or agents).  
(g) Save as to the matters set out in (a) and (b) above, the Purchaser acknowledges and agrees that he is able (if he so wishes) to insure against the risk of any loss (including consequential loss), damage or delay or expense of any kind whatsoever and howsoever caused (including the negligence of the Seller its servants or agents).  
(h) If the contract is with a Consumer (as defined by section 12 of the Unfair Contract Terms Act 1977) the Seller does not exclude liability for obligations arising under sections 13, 14 and 15 of the Sale of Goods Act 1979 or under sections 9, 10 and 11 of the Supply of Goods (Implied Terms) Act 1973.
10. Until the Seller has been paid in full the purchase price of the goods and the cost of packaging together with any interest and charges thereon:-
  - (i) Ownership of the goods shall remain in the Seller, and the Purchaser shall hold the goods as bailee and fiduciary owner for the seller;
  - (ii) The Purchaser shall insure the goods (a) if the Seller delivers as from the date of delivery to the Purchaser (b) if the Purchaser collects from the Seller's premises as from leaving the Seller's premises and will indemnify the Seller in respect of all loss or damage whatsoever arising out of or affecting the goods;
  - (iii) The Purchaser shall store the goods separately and shall ensure that they are at all times visibly and legibly marked or labelled with the Seller's name so that the fact of the Seller's ownership is at all times reasonably visible to third parties;
  - (iv) If the goods are mixed with other goods, whether or not those goods have been the property of the Seller, the Purchaser agrees that the resultant goods shall immediately on mixing be moved and stored separately, and shall be visibly and legibly marked or labelled with the Seller's name so that the fact of the Seller's ownership is at all times reasonably visible to third parties. The Purchaser acknowledges that property in the resultant goods upon being separately stored shall pass to the Seller both in law and equity;
  - (v) A memorandum of ownership shall be endorsed on the Purchaser's accounts which shall state that the Seller is the owner of the goods and of the goods which result from the mixture of the goods sold and other goods and of their proceeds of sale;
  - (vi) The Purchaser has a right to sell and deliver the goods or the resultant goods to third parties in the ordinary course of his business but shall hold all proceeds of sale on trust for the Seller in a separate bank account, the Purchaser hereby assigning to the Seller all rights and claims which the Purchaser may have against its customers arising from such sales until full payment is made as aforesaid.
  - (vii) The Purchaser shall notify the Seller immediately upon demand by the Seller of the place or places where the goods or resultant goods are situated.
  - (viii) The Purchaser shall afford to the Seller access to the goods or to the resultant goods by way of irrevocable licence during all normal business hours whether they are upon land occupied or owned by the Seller or his customer and the Purchaser shall deliver the goods or resultant goods up to the Seller to remove the same.
11. The Seller shall have the option to supply all or any of the goods in either Metric or Imperial sizes in the nearest equivalent measure and goods may be charged in Metric measure allowing for conversion.
12. (a) A charge will be made by the Seller for packaging to cover the cost of labour and materials.  
(b) Crates and cases will be charged for but charges will be credited in full when returnable empties are returned to the Seller carriage paid and in good condition.  
(c) Pallets will be charged for but charges will be credited in full if returned to the Seller carriage paid in good condition within seven days of delivery to the customer. A charge may be made if damaged or retained for more than seven days.  
(d) Polythene sacks will be non-returnable.
13. The Seller shall be under no liability for any loss (including consequential loss), damage, or delay or expenses of any kind whatsoever caused wholly or in part by Act of God, outbreak of war, civil commotion, governmental policies or restrictions or control, including restrictions of export or import or other licenses, trade or industrial dispute of whatever nature, whether or not such dispute involves the Seller, its Servants or agents, or by any other contingency whatsoever which is beyond the control of the Seller.
14. If the Purchaser enters into a Deed of Arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Purchaser shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver shall be appointed of any of the assets or undertaking of the Purchaser or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the Purchaser takes or suffers any similar action in consequence of debt or commits any breach of the Contract the Seller may stop any Goods in transit and suspend further deliveries and by notice in writing to the Purchaser may forthwith determine the Contract without prejudice to the provisions of Conditions 6(c) hereof and to any existing claim.
15. The failure by either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
16. Any notice hereunder shall be in permanent readable form and shall be deemed properly delivered if addressed to the party concerned at its principal place of business or last known address.