CREDIT ACCOUNT Application Form

Instructions for completing this form

- To be completed by the owner/director/company secretary of the company applying for credit
- Please read ALL sections of this form BEFORE starting to fill it in
- Please complete all sections of the form before signing
- Detach the front cover and retain it (our Conditions of Sale are on the reverse)
- Return the completed Credit Account Application and Direct Debit Mandate to RGC at the address on page 6.

The application comprises the following parts: Part 1: Credit Account Application

- About your business: fill in names, addresses, trading style, credit limit required, etc.
- Please fill in names and home addresses of principals/directors and trade references.

Part 2: Payment Details • Please complete direct debit mandate. Part 3: Customer Details

RGC BUILDING SUPPLIES

PLEASE READ AND RETAIN FOR FUTURE REFERENCE STANDARD TERMS & CONDITIONS OF SALE

GENERAL (a) In these conditions, "we" or "us" means the member company of RGC South West Ltd specified in the contract for the sale of goods to you and 'you" means the buyer, and "ou" and "you" shall be construed accordingly. (b) These conditions apply to all sales of goods by us and shall prevail over any other terms or conditions contained or referred to in your order or in correspondence or elsewhere or implied by trade, practice or course of dealing unless such other terms or conditions are specifically greed in writing your of our Directors. No variation or exclusion of these conditions are agreed in writing in advance by one of our Directors. No terms in building contract or sub-contract shall affect these conditions whether or not have notice of them. (c) A person who is not a party to a contract with us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract. You may not assign the contract or any part of it without our prior written consent. (d) If any provision of the contract is found by any court or other competent body to be wholly or partly illegal, invalid, or unenforceable, it shall to the extent of such illegality, invalidity or unenforceability be deemed severable and the remaining provisions of the contract shall contract shall continue in full force and effect. (e) The heading above each condition is for reference only and shall not affect or limit the interpretation and effect of these conditions. (f) Any typographical error or clerical omission in any sales literature, quotation, price list, or other document issued by us may be corrected without liability on our part. QUOTATIONS AND ESTIMATES 2 A quotation of year by as is an invitation to treat and not an offer. We may withdraw or amend any quotation at any time prior to our acceptance of your order, which will occur when we issue a written acknowledgment or when we begin to process your order, whichever is the earlier. 3. You acknowledge that you do not rely on any representations made by our employees or agents. Any estimate of quantities needed or advice as to the suitability of any goods for any particular purpose given by our employees or agents, is given without liability on our part. You are responsible for ascertaining the quantities required and the suitability of the goods for their purpose. PRICE PRICE
4. (a) Subject to dause 4(c), the price payable shall be as published in our current price list at the time of delivery, even if this differs from the price stated in any quotation given by us, unless the price quoted was not a list price current at the time of the quotation.
(b) Subject to dause 4(c), if there is no list price for the goods sold, or if the price quoted was not a list price current at the time of delivery, even if this differs from the price stated in any quotation given by us, unless the price quoted was not a list price current at the time of the quotation.
(c) We may make such alterations to our price list as we think fit. In particular we may at any time and without notice to you revise the price payable for the goods sold to take account of increases in 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 since the date of preparation of the current price list or (in cases falling within clause 4(b)) acceptance of the order.
(d) Prices are exclusive of Value Added Tax which shall be payable at the rate prevailing at the tax point.
(e) Unless we otherwise agree in writing we may charge you the cost of thangood to the destination requested by you. **TERMS OF PAYMENT** (a) You may open a credit account, subject to satisfactory credit references being obtained and at our discretion. Payment for goods supplied on a credit account shall be due not late than the last day of the month following the month of delivery of the goods. If you default in making payment, the entire balance of your account shall be payable forthwith and we may charge interest on the account, together with costs and expenses, in accordance with clause 5(d). (b) For all other transactions payment shall be in cash with the order or, at our discretion, on delivery. (a) I or an other analogical consistences in the other of the other oth (III) put on stop any accounts with one and/outins similarity on use (Figure To the rest normal) (III) potrofinate any payment made by you to such of the goods supplied under any other contract between you and us) as we may think fit; and (iv) charge you interest at the rate of 8% above the base rate from time to time of National Westminster Bank PLC on the unpaid balance, to accrue on a day to day basis from the due date for payment until receipt by us of the full amount whether before or after (iv) charge you interest at the rate of 8% above the base rate from time to time of National Westminster Bank PLC on the unpaid balance, to accrue on a day to day basis from the due date for payment until receipt by us of the full amount whether before or after (iv) charge you interest at the rate of 8% above the base rate from time to time to National Wesminister Bank PLC on the unpaid balance, to accure on a day to day uses more the ace rule payments unan except by us or the rule announce wine on any judgment and the account will incure a 10 tale payment free on the payments and the account will incure a 10 tale payment free on the rule and except by us in recovering sums due or in exercising our rights pursuant to clause 5.
 (e) Payments returned unpaid from your bank will incure a 10 tale animous a company badgment to an incurred by a company, to alter your constitution or, being a sole trader or partnership, to become incorporated or amalgamated with others, you must give prior written notice to us of the intended change if you wish to continue credit account facilities following the intended change. Continuance of trading after the change shall be at our discretion and only deemed undertaken by us if a written acknowledgment is issued by our Credit Controller or one of our Directors. You agree that we may obtain, retain, and provide to third parties, references as to your financial standing. DELIVERY (a) Delivery will occur when the goods are ready for unloading at the delivery address, or when you take possession of the goods at our premises, whichever is the earlier. Delivery dates or times mentioned in any quotation or elsewhere are approximate and not part of any contract and we shall not be liable to you if we do not deliver on or at any particular date or time, nor shall time be of the essence of any contract.
 (b) We will deliver to site on the understanding that there is a suitable road to the point where delivery is requested. If no such road exists delivery will be made to the nearest point to which, in the opinion of the driver, the vehicle can safely proceed and unload. Except for use of a vehicle mounted crane, you will provide all mecessary labour and equipment required to unload materials promptly, and will indemnify us against any cost claim loss or damage arising from unloading.
 (c) If you do not take delivery of goods tendered in accordance with the contract we shall be entitled to immediate payment in full for such goods. We may store such goods at your risk and you shall in addition to the purchase price pay all costs of storage and any additional test. costs incurred as a result of you not taking delivery, as set out in 6 (e) (d) On your request, we will within 3 months of delivery, provide evidence of delivery of goods ordered, such as a copy of a delivery note. If you do not raise any query about delivery within such period, the goods shall be deemed to have been delivered in accordance with your (e) If you instruct us to hold any goods in storage awaiting collection by you, we will do this free of charge for a period of up to 10 days, if you do not collect the good within this period you will be charged demurrage at a rate of £1.10 per square metre of storage area per day RISK AND TITLE TO GOODS TLE TO GOODS
(a) Until we have been paid in full the price of the goods and all other goods agreed to be sold by us to you for which payment is then due together (where applicable) with the costs of packaging and delivery plus any interest and charges thereon:
(i) We shall retain ownership of the goods and all other goods agreed to be sold by us to you for which payment is then due together (where applicable) with the costs of packaging and delivery plus any interest and charges thereon:
(ii) Wo shall retain ownership of the goods to in such a way as clearly to show our ownership of them and you shall let us immediately where the goods are situated.
(iii) You shall afford us access to the goods to intry particular way as clearly to show our ownership of them and you shall let us immediately where the goods are situated.
(iii) You shall afford us access to the goods to third parties in the ordinary ourse of your burses, acting towards us and let with the goods up to a sall affect the goods to third parties in the ordinary ourse of your burses, acting towards as a principal and not as our agent, but you shall hold all proceeds of sale on trust for us in a separate bank account, you hereby assigning to us all rights and clauses *l*(a)(iii) will online until we notify you otherwise or until the lapayemit is made as a principal and not as our agent, but you shall hold all proceeds of sale on trust for us in a separate bank account, you hereby assigning to us all rights and clauses *l*(a)(iii) will continue until we notify you otherwise or until the following versions (whichwer is earlier):
(i) The authority given to you under clause *l*(a)(iii) will continue until we notify you otherwise or any notice to you that an administrative receiver or manager is to be or has been appointed in respect of your undertak and parts thereof or other property or assets;
(ii) any notice to you that a petition to wind you up is to be or has been presented t (v) any notice to you that you are to be the subject of a petition for an administration order or the making of any administration order in respect of you; and you shall immediately notify us in writing upon the happening of any such event. (c) On receipt of written notice from us or on the happening of any of the events set out in clause 7(b), your authority to sell our goods shall immediately be withdrawn and all such goods and products made therefrom shall immediately be delivered to us at your cost and risk. LIABILITY (a) You shall inspect the goods upon delivery. We will make good at our option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified in writing to us; in the case of any defect discoverable upon reasonable examination, such notification must be made within 2 working days from the date of delivery and, in the case of any defect not discoverable upon reasonable examination, such notification must be made within 2 working days of the date such defect is actually discovered provided that (i) our above obligations do not extend to defects caused by wilful damage, negligence (other than by our employees or agents), fair wear and tear, alteration or repair of the goods without our prior written approval, or incorrect storage, application, movement or installation installation; (ii) we are not responsible either for the cost of removing any defective goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement goods unless this cost has been previously agreed in writing by one of our Directors; and (iii) our above obligations only apply for twelve months from the date of delivery. (b) We will not accept lability for shordages in quantifies delivered unless you notify us of any claim for short delivery writhin 2 working days of delivery. Our liability shall be limited to making good the shortage. (c) Save as as to utin these conditions and save for liability for death or personal injury resulting from our negligence and save for breach of our undertakings as to title implied by statute, all express or implied conditions, representations or warranties as to description, quality or fitnees of the goods or otherwise). (d) Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are represented tolerances. prepared to accept such order. (e) If you are a consumer (as defined by the Consumer Transactions [Restrictions on Statements] Order 1976) your statutory rights are not affected by these conditions (f) On request, we will provide information about any guarantee offered by a manufacturer and available to you in respect of the goods. MEASURES Is in either metric or imperial sizes in the nearest equivalent measure and goods may be charged in metric measure allowing for conversion 10. We may supply goods in PACKAGING AND WASTE / supply g (a) We may charge for any special packaging to cover the cost of labour and materials. We will charge for pallets, crates and cases but charges will be credited in full if items are returned to us carriage paid and in good condition, within 7 days of delivery. (b) You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licences relating to such waste. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this clause. CANCELLATION OF ORDERS ON OF ORDERS (a) Subject to dause 12(b) we may at our discretion accept or reject the cancellation of any order after we have accepted it. If we decide to accept the cancellation of such order, this acceptance shall be on such terms as we specify. We will not accept the cancellation of any order after we have accepted it. If we decide to accept the cancellation of such order, this acceptance shall be on such terms as we specify. We will not accept the cancellation of any order for goods which are to be specially made or obtained nor will any allowance be made in respect of such ogods where they are subsequently returned. (b) Where you are a "consumer" under a "distance contract", both as defined in the Consumer Protection (Distance Selling) Regulations 2000, you may cancel the order within 7 working days after the day after the goods are delivered. You must then either return the goods to the branch from which they were delivered or request us to collect the goods; in the latter case you will be liable to pay our costs of collection. You will not have a right of cancellation where the goods are made to your specification or are personalized or an liable to dediviscate or or winder accellation accellation accellation and the second accellation where the goods are made to your specification or are personalized or and the dediviscate or accellation a are liable to deteriorate or expire rapidly. RETURN OF GOODS UNK OF GOUS Subject to clause 12(b), we may at our discretion accept or reject the return of any goods which have been incorrectly ordered. If we decide to accept the return of such goods, this acceptance shall be on such terms as we specify and in particular we may charge you for the carriage and handling of such goods. We will not accept the return of goods which are liable to deteriorate or expire rapidly. Goods must be returned in perfect condition and a manufacturer's restocking charge may also apply on certain products such as non stock items, which may be up to 30% of the purchase price, and you will be notified of this amount when you request a refund or exchange. Bespoke items i.e. obtained or manufactured to your unique specifications cannot be returned.

FORCE MAJEURE CLAUSE 14. We shall be under no liability for any loss, damage, delay or expenses 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 licences, trade or industrial disputes of what ever nature, whether or not such dispute involves us, our employees or agents, or by any other event whatsoever which is beyond our control, and in any such circumstance, we may omit goods from, or cancel, your order, or postpone delivery of the goods ordered. BANKRUPTCY OR INSOLVENCY

15. lf,

- (a) you make a proposal for or enter into a scheme of arrangement or a composition with your creditors or fail to comply with a statutory demand for the repayment of a debt within the time allowed or become apparently insolvent, or (b) (where you are an individual or, where you are a partnership, in the case of any individual partner) an application is made to the court under Part V111 of the Insolvency Act 1986 for an interim order for the purpose of a voluntary arrangement or an order is made for the administration of your estate pursuant to Part V1 of the County Counts Act 1984 or a bankruptcy petition relating to you is presented to the court or you are a solution, or (c) (where you are a company) a petition for an administration order is presented to the court pursuant to Part I of the Insolvency Act 1986 or you assa a resolution or the court makes an order that you shall be wound up (otherwise than for the purpose of amalgamation or neconstruction) or a receiver or administrative receiver is appointed of any of your assets or undertaking or circumstances arise which entitie the court to make a winding up order, or (e) (whether you are a company, a partnership or an individual) you take or suffer any similar action in consequence of debt, we may stop any goods in transit and suspend further deliveries and may forthwith terminate the contract without prejudice to the continuation or our intots bearenisting continues and the switch column.

ights hereunder and to any existing claims. NON-WAIVER OF RIGHTS 16. The follows here

16. The failure by either you or us to exercise or enforce any right conferred by the contract shall not be a waiver of any such right nor bar the exercise or enforcement of such right at any

thereafte

HEALTH & SAFETY

17. Certain products supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such products is available from us. You undertake that you will ensure compliance so far as is reasonably practicable by your employees, agents, and customers with any instructions given by us or the manufacturer and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them. NOTICES

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 18. Any notices hereunder shall be in permanent readable form and shall be deemed properly delivered if acuresseu or the period.

 24. Any notices hereunder shall be in permanent readable form and shall be deemed properly delivered if acuresseu or the period.

 24. Any notices hereunder shall be deemed to have been delivered, if sent by post, 2 days after posting, and if sent by fax, on the next working day after transmission.

 APPLICABLE LAW

 19.
 (a) Subject to clause 19(b) the contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

 (b) If you are domiciled in Scotland within the meaning of the Civil Jurisdiction and Judgments Act 1982, or the goods are delivered to your place of business or at your direction in Scotland, then the contract shall be governed by and construed in accordance with Scotlish law.

 and shall be subject to the exclusive jurisdiction of the Scotlish courts.

 (b) If you are domiciled in Scotland within the meaning of the Civil Jurisdiction and Judgments Act 1982, or the goods are delivered to your place of business or at your direction in Scotland, then the contract shall be governed by and construed in accordance with Scotlish law.

 and shall be subject to the exclusive jurisdiction of the Scotlish courts.

PART 1 - CREDIT ACCOUNT APPLICATION

Your Business Details		
Name	Date of Birth (if Sole Trader)	
Trading Name (if different from above)	Phone	
Address	Fax	
	Mobile	
	Website	
Postcode Email		
Previous address (if less than 2 years at present address)	Trading Style (please tick)	
	Sole Trader	
	Partnership Other	
	Ltd Company	
Postcode	Number of people in your company (please specify)	
Payment Contact Name	Company Registration No.	
Please supply proof of your address, such as a copy of a current utility		
Have any of the principals (directors/partners/trustees or propri Liquidation/Bankruptcy/IVA/CVA/Receivership or had any CCJ'	etor) been involved in a sregistered against them? No Yes	
How long have you been established? Years Months		
Holding Company/Registered Office Details		
Name	Company Registration No.	
Address		
	Postcode	
Credit Guarantee – To be completed by the owner/director/comp In consideration of your agreeing to supply goods to the applicant completed by the supply goods to the applicant completed by the supply goods to the suppleted by the super super suppleted by the suppleted by the super s		
directors of the applicant company jointly and severally guarantee pa	yment of all the financial obligations to RGC South West	
Limited and its subsidiaries and successors including financial obliga RGC South West Limited or its subsidiaries and successors from tim		
Signature	7	
Date		
Print Name	Position	
Please read and complete all 4 pages of the application BEFORE	signing the section below.	
I/We make this application to open a credit account with RGC South West Limited. I/We understand that credit terms are that		
payment is due promptly 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 the RGC South West Limited Terms and Conditions of Sale.		
Credit Limit Required £		
Signature of Applicant		
Date Print name	3	

PART 1 - CREDIT ACCOUNT APPLICATION

Names and home addresses of Directors/Partners/Trustees			
Name	Name	Name	
Date of Birth	Date of Birth	Date of Birth	
Address	Address	Address	
Postcode	Postcode	Postcode	
Telephone	Telephone	Telephone	

Names and addresses of Two Trade Reference	es Please give the full address and postcode
Name Credit Limit £	Name Credit Limit £
Address	Address
Postcode Phone Email	Postcode Phone Fax Email

Data Protection

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of principal directors. 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 made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention.

Respecting Your Privacy

The above information will only be used for accounting purposes and will be stored in secure locations, including information stored electronically.

We would like to email your purchase invoices to you.

Plus we would like to email you offers and updates about our products and services that may be of interest to you. We will never share your information with anybody else and you can withdraw your permission to receive our emails at any time by using the unsubscribe link found at the bottom of every email you receive from us.

Please tick below to give your consent to receiving invoices and/or marketing information.

Email invoices

Email marketing information

Under the Data Protection Act you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to correct any inaccuracies. Due to training requirements, some telephone calls may be monitored.

PART 2 - PAYMENT



Please fill in the whole form using a ballpoint pen and send it to:

RGC Building Supplies Collingwood Road Townstal Industrial Estate Dartmouth Devon TQ6 9JY	For FastPay Ltd Re RGC (South West) Limited t/a RGC Building Supplies Official Use Only This is not part of the instruction to your Bank or Building Society Dear Customer: Please Complete Below for Our Records Name: Address:
Name(s) of Account Holder(s)	Postcode: Phone: Email:
Bank or Building Society account number Bank or Building Society account number Branch Sort Code	Instruction to your Bank or Building Society Please pay FastPay Ltd Re RGC (South West) Limited t/a RGC Building Supplies Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with FastPay Ltd Re RGC (South West) Limited t/a RGC Building Supplies and, if so, details will be passed electronically to my Bank/Building Society.
To The Manager: Bank/Building Society Address: Postcode Reference Number	Signature(s) Date
	Banks and Building Societies may not accept Direct Debit instructions for some types of account.

This Guarantee should be detached and retained by the payer.

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, FastPay Ltd Re RGC (South West) Limited t/a RGC Building Supplies will notify you five working days in advance of your account being debited or as otherwise agreed. If you request FastPay Ltd Re RGC (South West) Limited t/a RGC Building Supplies to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by FastPay Ltd Re RGC (South West) Limited t/a RGC Building Supplies or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 If you receive a refund you are not entitled to, you must pay it back when FastPay Ltd Re RGC (South West) Limited t/a

RGC Building Supplies asks you to.

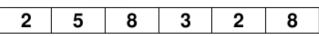
You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.



DIRECT Debit

Instruction to your Bank or Building Society to pay by Direct Debit

Service User Number



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PART 3 - CUSTOMER DETAILS

This information will assist us in understanding and meeting your requirements

Main Pu	rchasing Contact	
Name		Position
Location		Email
Telephone		

This form must be completed in full for your account to be opened. If we require further information to process your application, we will contact you.

Description of Business: Please tick the appropriate box			
01A Medium Large Contractor Including Management Companies		05H Electrical and Engineering Contractor	
01B Jobbing Builder		05I Landscape Gardener and Paving Layer	
01C Maintenance Contractor		05J Flooring Company	
02A House Builder/Developer 100+ Units per year		05K Damp Proofing and Timber Treatment Company	
02B House Builder/Developer 10-100 Units per year		05L Joiner and Carpenter	
02C House Builder/Developer 0-10 Units per year		06A Church and Museum	
03A P&H Installation and Maintenance Contractor		06B Major Installation/Power Station/Airport/Manufacturing Plants	
03B Mechanical Engineering, H&V/Air Con Contractor		06C Shop/Restaurant/Pub/Hotel/Private Nursing Home	
04A Joinery Company		06D Leisure Park/Caravan/Mobile Home Park	
04B Timber Frame Manufacturer		06E Farmer	
04C Set Design and Manufacture Company		06F Market Gardener and Garden Centre	
04D Shop/Office Fitter		06G DIY/Individual - Small Jobs and Maintenance	
05A Ground Worker and Drainage Company		07A Local Authority	
05B Civil Engineering Company		08A Housing Association	
05C Plastering and Artexing Contractor and Dry Lining Company		09A Self Build	
05D Roofing and Tiling Contractor		10A Merchants and Second Line Suppliers inc. DIY Shops	
05E Painter and Decorator		10B Building Services - Architect/Surveyor/Consultant/Designer	
05F Specialist Insulation Installers		Other (please specify	
05G Specialist Kitchen Installer			

A/C No. ALLOCATED:	FOR OFFICE USE ONLY:	AUTHORISED BY:
		DATE:
CREDIT LIMIT AGREED:		
		CUSTOMER ADVISED:

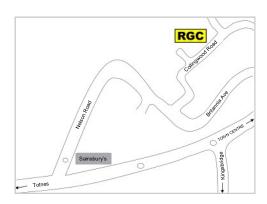




Kitchens
•Bathrooms
•Interiors

PLEASE RETURN COMPLETED FORM TO:

RGC Building Supplies Collingwood Road Townstal Ind Est Dartmouth TQ6 9JY



01803 834622 rgcbuildingsupplies.co.uk