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ST ANDREWS

TIMBER & BUILDING SUPPLIES

Application Form for a Credit Account with St. Andrews Timber & Building Supplies Ltd

We aim to process all applications promptly. Applications that are incorrect or incomplete will be delayed, so please read these guidelines carefully before completing the application.

- 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 section D

You are verifying the creditworthiness of your business in seeking a St Andrews Timber & Building Supplies Ltd credit account. We therefore insist that directors and/or members of limited companies and limited liability partnerships (as the case may be) personally, jointly and severally guarantee the obligations of their businesses – see signature box Part D

Part A: Main Contact & Business Details
- About your business: fill in name, trading name & address.
- Please state credit limit required
- Please state trading details, status, purchase order system, company number & VAT.
- Please state ultimate holding company and registered office.

Part B: Names & Home addresses of Sole Proprietors/Partner's/Director's Details
- Please retain a copy of our Conditions of Sale for your records
- Return the completed Credit Account Application and Bank Status Enquiry Authority to your St. Andrews Timber & Building Supplies Ltd branch or representative, or post to the address on page 1.

Part C: About You and Your Business
- General details about how you heard of us and your interests.

Part D: Declaration
- This section must be completed by the shareholder(s) in or director(s) of a company (where the application is made by a limited company) or the member(s) of a limited liability partnership (where the application is made by a limited liability partnership).
- Please complete form prior to the signing of this section.

Part E: Banking
- Please supply your bank details.
- Data protection declaration.

Part F: Trade References & About You and Your Business
- These sections must be completed giving 2 trade references.

44 KINGS HAUGH, PRESTONFIELD PARK INDUSTRIAL ESTATE
EDINBURGH EH16 5UY
TEL: 0131 661 1333 FAX: 0131 652 1014
Enquiries/orders: sales@standrewstimber.co.uk
Remittance/accounts: admin@standrewstimber.co.uk

Credit Application

A MAIN CONTACT & BUSINESS DETAILS

CONTACT DETAILS

Business Trading Name: _____

Business Address: _____

_____ **Post Code:** _____

Telephone: _____ **Mobile:** _____

Sales email: _____

Accounts email: _____

Previous Address (if less than 3 years at present address)

Address: _____

_____ **Post Code:** _____

CREDIT LIMIT

Monthly Credit Limit Requested: _____

Payment Contact name: _____

Contact number: _____

Payment/Invoice email: _____

TRADING DETAILS (where necessary please tick ☐ the appropriate box)

Status: 1 Partnership | 2 Sole Trader | 3 Limited Company | 4 Limited Liability Partnership (LLP)

No. of Employees: 1 | 2 - 5 | 6 - 10 | 11 - 19 | 20 - 49 | 50 - 99 | 100 - 500 | 500 +

Do You Use Purchase Orders? NO | YES PLEASE PROVIDE AN EXAMPLE

Payment Method: BACS | CHEQUE | CASH | CREDIT CARD

Is The Site Address Mandatory on Invoices: NO | YES

Limited Company Registration Number:

VAT Registration Number:

DETAILS OF HOLDING COMPANY or REGISTERED OFFICE

Trading Name: _____

Address: _____

_____

Company Registration Number: _____

B NAMES AND HOME ADDRESSES OF OWNERS/ DIRECTORS/MEMBERS/PARTNERS

Name 1: _____ **Date Of Birth:** _____

HOME Address: _____

_____

Postcode: _____ **Tel . No:** _____ **How many years resident:** _____

Name 2: _____ **Date Of Birth:** _____

HOME Address: _____

_____

Postcode: _____ **Tel . No:** _____ **How many years resident:** _____

Name 3: _____ **Date Of Birth:** _____

HOME Address: _____

_____

Postcode: _____ **Tel . No:** _____ **How many years resident:** _____

PROOF OF ADDRESS

Please remember to send with your application form, which is no older than 3 months:

Sole Traders – copy of Drivers licence

All others – copy of, for example a Utility Bill or other proof of business address.

C ABOUT YOU & YOUR BUSINESS

TYPE OF BUSINESS (please tick ☐ the most appropriate box)

- ☐ **General Builder**
- ☐ **DIY / Individual**
- ☐ **Dryliner/Plasterer**
- ☐ **Joinery Manufacturing**
- ☐ **House Builder**
- ☐ **Joiner**
- ☐ **Property Developer**
- ☐ **Landscaper**
- ☐ **Other** (Please Specify)

YOUR INTERESTS & HOBBIES (please tick ☐ if you are interested in any of the following)

- ☐ **Golf**
- ☐ **Rugby**
- ☐ **Other** (Please Specify)
- ☐ **Football**
- ☐ **Horse Racing**

WHERE DID YOU HEAR ABOUT ST. ANDREWS TIMBER & BUILDING SUPPLIES

(please tick ☐ the most appropriate selection)

- ☐ **Press Advertisement**
- ☐ **Website/Google Ad**
- ☐ **Word of Mouth**
- ☐ **Radio Advertisement**
- ☐ **Other** (Please Specify)

St. Andrews Salesman Name: _____

D DECLARATION - MUST BE COMPLETED

Should be signed by a director(s), partner(s), company secretary or proprietor of the business.

Each signatory below, as an authorised representative of the applicant Customer (Applicant), hereby applies for a Credit Account and agrees, on behalf of the Applicant, to pay the Credit Account by the last working day of each month following the month of delivery in accordance with St Andrews Timber & Building Supplies Ltd.'s (St Andrews) Conditions of sale (Conditions). By signing below, each signatory confirms that they have read and accept St Andrews Conditions on behalf of the Applicant and acknowledge and agree that the Conditions (as modified, amended or updated by St Andrews from time to time) shall apply to the Credit Account and to all sales of St Andrews goods or services.

In consideration of St Andrews granting credit facilities to the business applying for credit (the Applicant), I/We the undersigned personally, jointly and severally, unconditionally and irrevocably (until all sums due to St Andrews by the Applicant have been paid) guarantee the payment of all sums due to St Andrews by the Applicant.

By signing below, each signatory also agrees to personally guarantee the performance of all contracts with St Andrews by the Applicant, including any financial obligations arising from any changes in the credit limit of the Credit Account made by St Andrews from time to time. In the event of failure or default, or non-compliance with the Conditions or the terms of any contract, St Andrews has the right to proceed against the signatory personally.

I / We agree to credit checks being conducted upon us within the terms of the Data Protection Act 2018.

I / We acknowledge and agree to St. Andrews Timber & Building Supplies Ltd Terms and Conditions of sale (see back page of application form).

1. Signed: _____ **Print Name** _____ **Date:** _____

2. Signed: _____ **Print Name** _____ **Date:** _____

3. Signed: _____ **Print Name** _____ **Date:** _____

E BANKING

MAIN ACCOUNT DETAILS

Bank Name: _____

Address: _____

_____ **Post Code:** _____

Telephone: _____

Sort Code: ☐☐☐ **Account Number:** ☐☐☐☐☐☐☐☐

DATA PROTECTION

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies. We may also make periodic searches at credit reference agencies to manage your account with us. To do this, we will supply your personal information to credit reference agencies, and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. Credit reference agencies will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

By submitting information on this form, you confirm that you have the consent of all relevant individuals to the processing of their personal data for the purposes stated, including but not limited to partners, directors and other householders whose details may be obtained as a result of checks against the addresses you provide.

St Andrews Timber and Building Supplies Ltd, - Respecting your privacy

We may record your purchasing preferences and may use the information for marketing purposes. (You can change this at any time by contacting us)

Please tick if you do not want St Andrews to contact you by:

Mail ☐ **Telephone** ☐ **Email** ☐

with details of goods and services which may be of interest to you.

F TRADE REFERENCES

PLEASE PROVIDE DETAILS OF TWO TRADE REFERENCES

1. **Company Name:** _____

Credit Limit: _____ **Telephone:** _____

Address: _____

_____ **Post Code:** _____

1. **Company Name:** _____

Credit Limit: _____ **Telephone:** _____

Address: _____

_____ **Post Code:** _____

FOR St. Andrews TIMBER & BUILDING SUPPLIES LTD USE ONLY

Account Authorised

Authorised by: _____ **Print Name:** _____

For and on behalf of St. Andrews Timber & Building Supplies Ltd

Dated: _____

Initial Credit: _____

Account Reference: _____

St. Andrews TIMBER & BUILDING SUPPLIES LTD CONDITIONS OF SALE

1. Definitions

In these Condition

(a) "the Company" means St. Andrews Timber & Building Supplies Ltd,

(b) "the Customer" means the person, firm, company or other entity supplied or to be supplied with Goods by the Company;

(c) "Goods" means the goods, materials, services and/or other items (whether original or substituted) supplied or to be supplied by the Company to the Customer pursuant to any contract made under these Conditions;

(d) "the contract" means the contract for the supply of goods, materials, services and/or other items by the Company to the Customer to which these Conditions apply; and

(e) "industrial properly right" means any patent, trade mark registered design, copyright or any other right or asset registered or protected under statute or any regulations thereunder.

2. General

(a) The contract between the Company and the Customer shall be governed by these Conditions which shall apply to the contract notwithstanding any conditions to the contrary in the Customer's conditions of trading (which so far as inconsistent with these Conditions shall not apply and shall be deemed to be waived).

(b) All quotations are submitted, all orders are accepted, and all Goods are supplied by the Company subject to these Conditions and all other conditions, warranties and representations, express or implied and statutory or otherwise except as to title are hereby excluded No amendment or alteration to these Conditions shall apply unless specifically agreed to in writing by the Company.

3. Extra Costs

(a) Any price quoted by the Company shall be subject to increase to cover the expenses incurred by the Company as a result of any delay arising from the Customers instruction or lack thereof.

(b) Unless the Company has agreed in writing that the price of the Goods shall be fixed the Company reserves the right to invoice the Goods at the price or prices thereof prevailing at the date of supply or despatch thereof to the Customer or to a nominee of the Customer and, without prejudice to the generality but subject as aforesaid, the Company reserves the right to increase the price of the Goods to cover any increase in the cost of production or supply of the Goods howsoever arising.

4. Delivery, Title and Risk

(a) The Company accepts no liability for failure to meet quoted delivery times which shall be treated as estimates only and any such failure shall not entitle the Customer to cancel or terminate any order or the contract.

(b) Unless the customer challenges in writing to the company any invoice submitted by the company within 7 days of its receipt the customer shall be barred from challenging the invoice and shall be deemed conclusively to have accepted that the goods described therein were received and that the sum claimed in the invoice is due.

(c) Unless the Company shall otherwise agree in writing the Company shall not be bound to deliver or supply the Goods in one lot shipment or consignment and the Customer shall be bound to accept split deliveries or delivery or supply of the Goods by installments.

(d) The Company shall have no liability in respect of any shortfall or shortweight in the Goods or in respect of the Goods being damaged upon delivery unless the Customer shall have notified the Company in writing of such shortfall shortweight or damage within three days of the delivery or supply of the Goods to the Customer or to a nominee of the Customer

(e) Notwithstanding the delivery or supply of the Goods to the Customer the property in and title to the Goods shall not pass to the Customer until the price payable by the Customer to the Company for the Goods shall have been paid in full by the Customer and until such payment in full of the price has been made the property in and title to the Goods shall remain with the Company.

(f) The risk of loss or damage to the Goods shall pass to the Customer when the Goods are appropriated to the contract or are delivered or supplied to the Customer or to a nominee of The Customer which ever shall be the earlier.

(g) Where the Customer requests that delivery or supply of the Goods be delayed beyond the quoted delivery or supply date, then the Company shall be entitled to invoice the Customer for payment of the Goods as if the Goods had been delivered or supplied to the Customer on the quoted delivery or supply date and the Customer shall reimburse to the Company on the demand in writing of the Company all costs and expenses (including storage and insurance costs) incurred by the Company in connection with the Goods from the quoted delivery or supply date of the Goods to the date of actual delivery or supply thereof to the Customer or to a nominee of the Customer.

5. Price and Payment

(a) Subject to Conditions 3 hereof the price payable by the Customer to the Company for the Goods shall be the price thereof specified by the Company in the quotation made by the Company for the supply of the Goods or, if different the price for the Goods specified in the order acknowledgment or invoice given by the Company to the Customer.

(b) Value Added Tax at the applicable rate shall be paid by the Customer to the Company on the price of the Goods at the time of the payment of the price.

(c) If the quotation made by the Company for the supply of the Goods or the order acknowledgement given by the Company to the Customer does not provide that the price includes the costs of packaging insuring or delivering the Goods to the Customer, then the costs of packaging, insuring and delivering the Goods (as the case may be) together with Value Added Tax thereon at the applicable rate shall be added to the price of the Goods and be paid by the Customer to the Company as part of the price of the Goods in accordance with paragraph (d) of this Condition.

(d) Unless otherwise specifically agreed by the Company accounts are strictly net.

(e) Interest at the rate of five per centum per annum above the base lending rate from time to time and for the time being of the Bank of Scotland shall be payable on any sum payable by the Customer to the Company and not paid on the due date from the due date for payment thereof until the date of actual payment thereof to the Company and that whether or not after judgment or decree Such interest shall be calculated on the basis of the actual number of days elapsed.

(f) Unless the customer in writing ascribes any payments to account to any particular invoices the company shall have the absolute right to ascribe payments to account to any invoices, due and payable as at the date of receipt of the payment of account regardless of the dates of the invoices and of any rule of law to the contrary.

6. Description

(a) The descriptions, illustrations, weights and material contained in any catalogues, price lists, brochures, leaflets or other descriptive matter prepared, issued or circulated by or on behalf of the Company represent the general nature of the items described therein but neither they nor any verbal statement shall form any part of any order or of the contract or amount to any representation or warranty.

(b) The Goods are supplied on the basis that the Goods may differ from samples thereof seen by the Customer.

(c) The Company does not accept liability for loss or damage arising from the use of any advice or information supplied by the Company.

(d) The Customer shall be deemed to have satisfied itself that the Goods are suitable for the Customer's purpose.

7. Warranties

(a) Save as provided in Section 12 of the Sale of Goods Act 1979, the Company gives no warranty and makes no representation whether express or implied as to any matter whatsoever including (without limitation) condition, merchantability or fitness for any purpose.

(b) The Company accepts no liability for any loss or damage suffered by the Customer or any third party as a result of or caused by the use of the Goods for a use or purpose for which the Goods were not designed.

(c) The Company shall incur no liability in respect of any defect or fault in the Goods unless.

(i) details of the defect or fault in the Goods are notified in writing by the Customer to the Company forthwith (and not later than three days) following the delivery or supply of the Goods to the Customer or to a nominee of the Customer,

(ii) the Customer gives the Company such opportunity as the Company may reasonably require to examine or inspect the defective or faulty Goods at the premises of the Customer,

(iii) the Customer forthwith upon the discovery of such defect or fault by the Customer ceases to use the defective or faulty Goods unless otherwise authorised by the Company in writing; and

(iv) the Customer, unless otherwise authorised by the Company in writing, returns the defective or faulty Goods to the Company within seven days following the discovery of the defect or fault by the Customer.

(d) The liability of the Company under this Condition shall be limited to replacing, repairing or making good the defective or faulty Goods or, at the option of the Company, giving credit or reimbursing to the Customer the price (whether in whole or in part) paid by the Customer to the Company for the defective or faulty Goods.

8. Consequential loss and damage

Save as herein expressly provided and except as provided in Section 16 of the Unfair Contract Terms Act i 977 (liability for death or personal injury resulting from breach of duty) the Company shall not be liable to the Customer or to any third party for any loss or damage (whether direct or consequential) suffered in respect of the Goods or arising from or caused by any defect or fault in the Goods and the Company shall be indemnified by the Customer against all third party claims made in respect of the Goods.

9. Customer's Specification

(a) If the Customer requires the Goods to be manufactured or supplied to the Customer's design, the Customer must provide to the Company a detailed design and/or specification of the Customer's requirements when the Customer orders the Goods The Company shall not be liable for any defect or fault in the Goods resulting from the Goods being manufactured or supplied in accordance with the Customer's design and/or specification of the Goods.

(b) The Customer shall indemnify and so free and relieve the Company from and against any claim, cost, charge or expense in respect of the infringement or breach of any industrial property right as a result of or caused by the manufacture or supply of the Goods by the Company in accordance with the Customer's design or specification

10. Financial Condition

If the Company shall consider that the Customer's financial condition does not at any time justify the agreed terms of payment, the Company may, having given notice in writing to the Customer, cancel any unfulfilled order or the contract unless the Customer shall forthwith make payment to the Company for the Goods already delivered or supplied by the Company to the Customer or to a nominee of the Customer or shall make prior payment for the Goods ordered but non-delivered or supplied, or both, at the Customer's option The Company shall be entitled to cancel without penalty by notice in writing to the Customer any unfulfilled order or the contract if the Customer becomes insolvent, goes into liquidation, enters into a composition with its creditors or has a receiver appointed over the whole or any part of Us property and undertaking.

11. Force Majeure

The Company shall not be liable or responsible for any failure to perform in whole or in part for any delay in performing any of its obligations under these Conditions caused by act of God, war, insurrection, government regulations, embargoes, strikes or walk-outs, illness, flood, fire, equipment breakdown or any other cause beyond the control of the Company Should any such event occur, the Company at its option may cancel or suspend (or both) the contract without incurring any liability whatsoever for any loss or damage thereby occasioned.

12. Set Off

The Customer hereby waives any and all existing or future claims for compensation or set off against any payments due by the Customer to the Company under the contract and the Customer shall pay to the Company the amounts payable to the Company under the contract on the due date or dates for payment thereof regardless of any compensation, set off or counter claim on the part of the Customer against the Company.

13. Remedies

Any remedies conferred on the company by these conditions shall be without prejudice to any other remedies available to the company.

14. Invalidity

If any provision of the Conditions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Conditions or of the contract shall not in any way be affected or impaired.

15. Headings

The headings used in these Conditions are for ease of reference only and shall not in any way affect the construction or interpretation of these Conditions.

16. Data

The company follow the general Data Protection Regulations ("GDPR") guidelines and align processes within its area of responsibility as a Processor (as identified by the GDPR). We use your personal information for the following purposes. To fulfil your order and meet our contractual obligations to you. To inform you about our products and offers that you may like. This is to meet our business interests in marketing our products effectively. If you do not want to receive marketing communications (e.g. emails) from us, please contact us. When you interact with the company via or website or by posting on our social media, we may use personal information included for this purpose. To improve our services, fulfil our administrative purposes and protect our business interests. The business purposes for which we will use your personal information include accounting, billing, security and legal purposes, credit checks, statistical and marketing analysis, systems testing, maintenance and development. This will include the use of your personal information to comply with our legal obligations, for example, our obligation to maintain records for tax and audit purpose. Where there is no specific legal obligation we are required to meet, we process this personal information to meet our legitimate interests in managing our business and keeping our records accurate and up to date. We may share or transfer the data we collect with suppliers providing services to us in order to help us run our business and improve our services and your customer experience and government authorities. This sharing will be for the purposes set out above or to comply with specific legal obligations to which we are subject.

17. Legal Construction

These Conditions and the contract and the validity and performance thereof shall in all respects be governed by and interpreted in accordance with the law of Scotland and the Company and the Customer prorogate to non-exclusive jurisdiction of the Scottish Courts The Customer hereby agrees to prorogation of jurisdiction over the subject-matter of any dispute between parties at the option of the Company to the Commercial Court in the Sheriffdom of Glasgow and Strathkelvin at Glasgow. The Company shall be free, but not bound, to invoke the terms of this agreement to prorogate jurisdiction and the Customer shall be barred from revoking his agreement to prorogate after proceedings have been raised against the Customer in the said Court.

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ST ANDREWS

TIMBER & BUILDING SUPPLIES

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