



Thank you for choosing TAS Building Supplies Ltd for your timber & building supplies needs. Please assist us in processing your account application by completing the following form **in full**, including signing the Terms & Conditions of Trade at the end of this form.

Business Details

Date:

Name of Applicant:

Name of Business/Trading Name:

Limited Company Name (if different):

Company Registration Number:

Registered Address (if Ltd):

Date of Incorporation:

Invoicing Address:

Previous address if less than 3 years at current address:

Postcode:

Postcode:

Tel:

Tel

Fax No:

Fax No:

Email:

From time to time TAS Building Supplies Ltd may email you with information about goods and services.

Please state your preference: YES, I would like to receive such emails.

NO, I would NOT like to receive such emails.

Type of Company (Please delete as appropriate)

Sole Proprietorship/Partnership/Limited Company/LLP/PLC

Other – Please Specify

If you are completing this form on behalf of the company owner please complete the section below

Name:

Address:

Tel:

Position within company:

Sole Traders & Partnerships

Please provide details of ALL partners, use separate sheet if necessary.

Name: _____ Date of Birth: _____
Home Address: _____

Contact Telephone Number: _____
Previous Address if Lived at Current Property for less than 3 Years: _____

Name: _____ Date of Birth: _____
Home Address: _____

Contact Telephone Number: _____
Previous Address if Lived at Current Property for less than 3 Years: _____

Limited Companies

Please provide details of ALL Directors, use separate sheet if necessary

Position Held: _____
Name: _____ Date of Birth: _____
Home Address: _____

Contact Telephone Number: _____
Previous Address if Lived at Current Property for less than 3 Years: _____

Position Held: _____
Name: _____ Date of Birth: _____
Home Address: _____

Contact Telephone Number: _____
Previous Address if Lived at Current Property for less than 3 Years: _____

Account Details (please circle):

DIY/TRADER/FARMER/ELECTRICIAN/JOINER/PLUMBER/PAINTER/BUILDER/OTHER (Please state)

Number of Years Trading:

Credit Limit Required:

Trade/Credit Reference Details

All applicants must complete the details for two account references (excluding banks/building societies)

Trade Reference 1

Name:

Address:

Trade Reference 2

Name:

Address:

Telephone:

Fax:

Email:

Credit Limit:

Telephone:

Fax:

Email:

Credit Limit:

Please supply one of the following as proof of identity:

Sole Traders/Partners – Proof of Home Address, eg utility bill

Limited Company – Company Letterhead

Individual – Proof of home address eg utility bill/ Photo ID showing home address, such as driving licence

Invoicing

Please provide details of the main person who deals with purchase invoices.

Name:

Tel:

Email:

Please state if you would like to receive invoices and statements by email. YES NO

Bank Details

Bank Name:

Bank Address:

Account Name:

Sort Code:

Account Number:

No. of Years this account held:

Customer Declaration

By signing this application you agree to the following terms:

1. Where an application is made on behalf of a Limited Company or Partnership the individual making the application on behalf of the Limited Company or Partnership accepts personal liability along with the Limited Company or Partnership, jointly and severally, for all sums due to TAS Building Supplies Limited.
2. Payment Terms are 30 days end of month of invoice.
3. All accounts that are not paid by the due date will become liable, at our discretion, to interest charges at the current bank base rate.

Signature:

Date:

Print Name:

Data Protection Act 1998 Notice Words shown in *italics* are defined in the Data Protection Act 1998 (“the Act”)

Where I provide you with *personal data* (“data”), I understand that the data will be held securely, in confidence and *processed* for the purpose of carrying out business and associated activities (“Activities”). In considering my application, I accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated (“Third Parties”), and that such Third Parties may process the data. I understand that under Act 1 I have a right to know what data you hold on me if I apply to you in writing and pay the applicable fee.

Head Office Use Only

Approved Credit Limit:

Payment Terms:

Account Authorised By:

Date Account Opened:

Account Reference:

Notes:

TAS Building Supplies Ltd – Terms & Conditions of Trade

General

1. These Conditions of Trade shall apply to all quotations issued and sales made by TAS Building Supplies Ltd (the Company) and to all goods supplied by the Company to any person, firm or company (the Customer) and shall override any condition of purchase placed upon any orders by any Customer.
2. All quotations issued and sales made by the Company and goods supplied by it shall be deemed to be made under a contract incorporating these Conditions of Trade and shall be interpreted in accordance with Scottish Law irrespective of the residence, domicile or principal trading address of the Customer and wherever the address in which the goods are supplied.
3. If any one or more of the provisions of these Conditions of Trade shall be adjudged by any Court to be unfair within the meaning of the Unfair Contract Terms legislation or any statutory modification thereof then only those particular provisions shall be unenforceable but the remaining provisions of these Conditions of Trade shall continue in full force and effect.
4. The Customer acknowledges that the Customer has not entered into any contract for sale with the Company as a result of any representation or warranty oral or written made by or on behalf of the Company.

Specific

1. The price of goods will be the Company's quoted price which will be binding upon the Company provided that the Customer will accept the Company's quotation within 30 days. All prices stated will be in pounds sterling unless otherwise stated. The price is exclusive of Value Added Tax which will be due at the rate ruling at the date of Value Added Tax invoice.
2. Customers will provide written confirmation of all orders which the Company deems to be "Special" (Special Order). The Company may define any order as a Special Order and will inform customers if an order is a Special Order at the time of quotation and order. A cancellation charge of 50% (excluding VAT) will apply to Special Orders.
3. All invoices are payable on the date of issue thereof. The Company may in its absolute discretion on any one or more contract grant to the Customer 30 days credit in which to pay for the goods supplied but this shall not affect the fact that all invoices are payable on the date of issue. Time for payment will be of the essence. At the Company's discretion in respect of any order the Company may request the Customer to pay all or any part of the price thereof prior to the Company supplying any services or goods. If the Customer shall not make such pre-payment as requested the Company shall be under no liability to supply and goods or services to the Customer.
4. If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer will be liable to pay compound interest to the Company on such sum from the due date for payment at the annual rate of 4%.
5. In the event of the Company deciding to employ solicitors or other agencies to collect all or any sums due from any Customer to the Company the costs so incurred by the Company shall be paid by the Customer such costs not being limited to those recoverable under a Court Action.
6. All goods are at the risk of the Customer from the time of delivery. Ownership of goods shall not pass to the Customer until the Company has received in full in cleared funds all sums due to it in respect of the goods and all other sums which are or which become due to the Company from the Customer on any account. Until such time as payment for goods in full has been received by the Company the Customer shall hold such goods or any monies representing the sale proceeds thereof as trustee for the Company and shall store the goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property. In the event of any goods not being paid for in full on the date upon which payment therefore was due the Company shall have power to recover possession of those goods or any other goods supplied by the Company to the Customer retained by the Customer and the Customer hereby expressly grants a licence to the Company to enter upon any premises upon which such goods are located to recover possession thereof.
7. The Company shall be at liberty in the event of it being unable to obtain from its suppliers supplies of any particular item ordered by the Customer to supply any equivalent item of equal quality and value and shall not be deemed to be in breach of the terms of this contract by so doing. The Company accepts no

responsibility for the consequence of the delay of any order or part thereof where the delay is caused by the supplier.

8. Should the Customer postpone the delivery of an order the Customer shall agree to pay all costs incurred by the Company including a charge for storage of goods.

9. The Company will not be responsible for any loss or damage of whatsoever nature and howsoever caused to the Customer or to any third party or their respective business or employees as a result of any defect in the goods supplied or the packaging thereof or any use to which they are put by the Customer or any third party.

10. Any claim for damage or short delivery of the goods supplied shall be notified by the Customer to the Company in writing within 7 days of the date of delivery of the goods in default of which no claim shall arise against the Company in respect of such damage or short delivery.

11. Any claim made by the Customer against the Company in respect of losses arising as a result of any defect in the goods supplied or any short delivery shall be limited to the value of the goods supplied.

12. The Company will use its reasonable endeavours to supply goods upon any dates for supply specifically agreed between the Company and the Customer but in the event of the Company being unable through no fault of its own to meet such dates no claim shall arise against the Company by the Customer.

13. The Company may at its absolute discretion refuse to supply any goods to any Customer and in such event shall notify such Customer before the goods are due to be delivered in which event the Customer shall have no claim against the Company for any loss arising as a result of the Company's refusal to supply as aforesaid.

14. All orders shall be exclusive of carriage charges which shall be added to the invoice by the Company and shall be payable as part of the invoice. At the Company's discretion any such carriage charge may be waived.

15. Unless otherwise agreed in writing no goods supplied by the Company to the Customer are on a sale or return or sample basis, no goods once delivered may be returned to the Company without prior written authority from the Company unless those goods are accepted by the Company as being defective in some way. In the event of a return being authorised by the Company the Company shall have the right to charge carriage to and from the delivery location. All goods should be returned in their original packaging and if not defective they should be in a saleable condition.

16. There will be no discounts on invoices unless specifically agreed between the Company and the Customer and further in the event of any invoice upon which discount has been agreed not being paid by its due date then discounts will be forfeited.

17. Preparatory to entering into any contract the Customer may supply to the Company drawings, technical specifications, catalogues, materials or other items to assist the Company in manufacturing the goods. The same must be accurate in all respects. The Company cannot accept responsibility for inaccuracies as a result of incorrect information or items supplied by the Customer. Furthermore, the Company cannot accept responsibility for loss or otherwise of the Customers' goods whilst on the Company's premises.

18. No order when once placed with the Company can be varied without the Company's written consent. In the event of the Company agreeing to vary any order the costs of all additional works done by the Company both in design or production shall be paid by the Customer wither at the date of such variation or at the date of supply of the goods whichever the Company shall decide.

I agree that I have read and understood the Company's Terms and Conditions of Trade:

Signed:

Date:

Print Name: