



# APPLICATION FORM FOR MONTHLY CREDIT FACILITIES

Date

<b>P.A. SECCOMBE &amp; SON LTD,</b>  SYON LANE, ISLEWORTH, TW7 5PW <input type="checkbox"/>	<b>SECCOMBE BROS. LTD,</b>  SYON LANE, ISLEWORTH, TW7 5PW <input type="checkbox"/>	<b>SECCOMBE (B.M.) LTD,</b>  158-164 ST. JAMES'S RD, CROYDON, CR9 2RT <input type="checkbox"/>	<b>SECCOMBE (B.S.) LTD,</b>  794-796 WICKHAM RD, SHIRLEY, CR9 8AN <input type="checkbox"/>
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Please Tick the Correct Box for Credit with Company Concerned.  
N.B.. P.A. Seccombe & Seccombe Bros. Are two separate companies that occupy the same site. You should consider selecting both as Seccombe Bros. Specialises in timber products

Name

Address

Post Code

Telephone N<sup>o</sup>  Nature Of Business

Period of Trading  Company Reg. N<sup>o</sup>

Name of Directors

Address of Reg. Office

Amount of Monthly Credit Required £

## PLEASE STATE IF GOODS ARE ONLY TO BE SUPPLIED AGAINST WRITTEN AUTHORITY

YES  NO  *Please tick whichever is applicable*

Please submit three trade references **relevant** to your business:-

(1) Name:  Tel:  Fax:

Address:

(2) Name:  Tel:  Fax:

Address:

(3) Name:  Tel:  Fax:

Address:

BANKERS Name:  Tel:  Fax:

Address:

PLEASE SIGN ACCEPTING CONDITIONS OF SALE OVERLEAF



**PLEASE ENCLOSE A COPY OF YOUR LETTER HEADING  
(UPON WHICH YOU HAVE TYPED AND  
SIGNED THE CONSENT FORM TO YOUR BANKERS)  
Please return all correspondence to Syon Lane, Isleworth, Branch.**



# CONDITIONS OF SALE

## 1. GENERAL

- (a) These conditions ("the Conditions") shall apply to all trading between us and you ("the Customer").
- (b) "Goods" means the goods (including, pallets, packaging and containers) or where the context permits the services to be supplied by us to the Customer.
- (c) Acceptance by us of your order is conditional upon acceptance by you of the following Conditions which override all other terms or conditions inconsistent therewith, express, implied or otherwise.
- (d) No variation of these Conditions shall be binding upon us unless otherwise agreed by us in writing.
- (e) Quotations are invitations to treat and may be withdrawn at any time. In any event they shall lapse 30 days from the date of the quotation.
- (f) If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- (g) The waiver by us of any breach or default of these Conditions shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.

## 2. PAYMENT

- (a) Unless the sale is for cash or is upon shorter credit terms indicated on the invoice, accounts are due for payment on the last day of the month following the month of delivery. Receipts will only be recognised if on our printed form.
- (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 if there shall be any default or refusal on the part of the customer to take due delivery of any Goods or in the case of death, incapacity, or if the Customer is subject to any form of insolvency procedure included in the Insolvency Act 1986 or is subject to any Warrant of Execution or Distraint Notice or a Receiver is appointed over all or any assets of the Customer then the purchase price of all Goods provided to the Customer shall become due and payable and in addition we shall have the right to cancel every contract made with the Customer or to suspend or continue delivery of Goods at our option without prejudice to our right to recover any loss sustained. Interest at the rate of 2% per annum above the current Bank of England base rate shall be payable in respect of all sums outstanding.
- (c) The Customer shall not be entitled to withhold payment of any amount payable by reason of any dispute or claim nor shall the Customer be entitled to set off against any amount payable any amount which is not then due and payable by us or for which we dispute liability.

## 3. PRICE

Quoted or agreed prices are based on costs prevailing at the time when they are given or agreed and exclusive of V.A.T. which will be added to all invoices at the rate applying at the appropriate tax point. We reserve the right to adjust the price of the Goods at the time of delivery to take account of any direct or indirect price fluctuation sustained by us in relation to the Goods or if the quantity of Goods ordered does not equal the quantity referred to in any quotation.

## 4. DELIVERY

- (a) Any statement in any quotation or contract made by us as to the time or date for delivery of Goods is to be treated as an approximate estimate. We can accept no liability for any delay in delivery howsoever caused. Time shall not be of the essence of any agreement between us. We shall not be liable for any delay or failure to perform any of our obligations to you due to Force Majeure which shall include industrial action.
- (b) We do not undertake to deliver or collect any load over roads or ground which in our discretion 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 the public highway, the Customer is to be solely responsible for and shall indemnify us fully against any damage or accident (with the exception of death or personal injury caused by the company its servants or agents).
- (c) The Customer is to provide free of charge the labour

required for unloading and stacking of Goods.

- (d) If the Customer wishes to claim that there is any shortage on delivery in respect of Goods supplied by us or that the Goods have been damaged in transit or that the Goods are not in accordance with the contract the Customer shall give notice to us and (in the case of any shortage or damage in transit) to any carrier by whom the Goods were delivered on the delivery ticket or in the case of unpacked Goods within 3 days of delivery. If the Customer fails to give such notice and fails to give us the opportunity to inspect the entire consignment the Goods shall be deemed to have been delivered and to be in accordance with the contract in all respects. Our liability for short delivery howsoever caused shall be limited to making good the shortage.
  - (e) In the event of any Goods being delivered and deposited whether on the public highway or elsewhere the Customer shall be responsible for compliance with all laws, bye laws and regulations and for all steps which need to be taken for the protection of persons or property in relation to such Goods 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. In particular the Customer shall be responsible for complying with the Highways Act 1959 and 1971 and shall ensure that any Goods left on the public highway are properly lighted with warning lights.
  - (f) Unless otherwise expressly agreed in writing our prices only cover delivery and working on normal working days and during normal working hours. All deliveries made at the Customer's request on Bank Holidays, Sunday and Saturday afternoons and outside normal working hours, will be subject to extra charges.
  - (g) We reserve the right to make delivery by installments and tender a separate invoice in respect of each installment. Each delivery shall constitute a separate contract and failure by us to deliver any one or more of the installments or any claim by the Customer in respect of any one or more of the installments shall not entitle you to treat the contract as a whole as repudiated.
- ## 5. LIABILITIES
- (a) Nothing in these Conditions shall be deemed to exclude or restrict our liability for death or personal injury resulting from the negligence of us, our agents or employees.
  - (b) We are willing to undertake liability in addition to that provided by these Conditions if a higher selling price for the Goods is agreed.
  - (c) Any representations given by us, our agents or employees to the Customer or its employees or agents as to the condition of the Goods, their fitness for any purpose or estimates of quantity or measurement are followed or acted upon entirely at the Customer's own risk and we shall not be liable for any such representations unless fraudulent. In placing an order with us the Customer acknowledges that it does not rely on any such representations (unless fraudulent).
  - (d) If we are satisfied that Goods supplied are defective in material or workmanship ("the Defect") subject to the conditions set out below we shall in our sole discretion either repair the Goods at our own expense or supply replacement Goods or refund all (where appropriate part) of the price paid for the relevant Goods.
  - (e) We will not be liable under Clause 5(d):-
    - (i) for the cost of removing defective Goods which have been fixed or installed or the cost of fixing or installing repaired or replacement Goods or for making good any other materials;
    - (ii) if the Defect arises from any drawing design specification or instructions supplied by the Customer;
    - (iii) if the Defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods or storage of the Goods in unsuitable conditions on the part of the Customer;
    - (iv) unless the Defect is discovered within one month from the date of delivery and we are given written notice of the Defect within seven working days of it being discovered, except if the Defect would have been apparent on an inspection at the time of delivery in which case written notice must be given to us within three days of delivery;
    - (v) unless we are given an opportunity to inspect the

Goods and until such inspection occurs the Goods are not to be used or if already used will not be interfered with;

- (vi) if at the time of the discovery of the Defect the price for the Goods in question was due and has not been paid;
  - (vii) if the Goods are not manufactured by us, in which case our liability of whatever nature howsoever arising will be limited to such rights against the manufacturer as we may have in respect of those Goods. We will on written request provide details of any such rights to the Customer and any other terms and conditions imposed by the manufacturer.
- (f) Except as expressly provided in these Conditions and except where the Goods are supplied to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions, express or implied statutory or otherwise are excluded to the fullest extent permitted by law.
  - (g) Save as set out in these Conditions the Company shall not be liable by reason of any representation (unless fraudulent) or any implied warranty condition or other term, or any duty at common law or under the express terms of the contract for any indirect loss, loss of profit, bonus, business contracts, revenues, anticipated savings, the cost of the remedial works, temporary Works, additional materials or wasted money, wages, fees, expenses or penalties or other losses whatsoever whether caused by the negligence of us, our employees or agents or otherwise which arise out of or in connection with supply of the Goods or their use or resale by the Customer.
  - (h) In no circumstances whatsoever shall our liability to the Customer arising under out of or in connection with the supply of Goods exceed the purchase price of the goods which are the subject matter of any claim.

## 6. STORAGE

If at the request of the Customer we hold the Goods in our store the same will be at the risk of the Customer.

## 7. CANCELLATION

Contracts and orders may only be cancelled by the Customer with our agreement in writing. Orders for Goods made or cut specially to order cannot be cancelled.

## 8. TITLE AND RISK

- (a) Risk in the Goods shall pass to the Customer upon delivery.
- (b) The ownership of the Goods shall remain with us until all sums due by the Customer are paid to us. In the event of the Goods being damaged or destroyed or lost after delivery we shall be entitled to payment in full for the same.
- (c) Until title passes the Customer will hold the Goods as fiduciary agent and bailee for us and shall store, mark or designate all Goods to show clearly that they are our property.
- (d) The Customer is authorised to use or sell the Goods in the ordinary course of business but shall hold the proceeds or insurance proceeds received in respect of the Goods in trust for us and will not mix them with other monies or pay them into an overdrawn bank account.
- (e) We may at any time revoke the power of sale and use granted to the Customer who shall at all reasonable times afford access to our representatives to the premises where our Goods shall be situated for the purpose of repossessing such Goods and shall render all reasonable assistance in removing the same.

## 9. LAW AND JURISDICTION

The construction, validity and performance of these Terms shall be governed by English Law.

## 10. RETURNS / REFUNDS

We reserve the right to refuse the return of any goods (not defective) and/or issue refunds for the same. See Trading Terms for additional information.

**TO BE TYPED ON YOUR HEADED PAPER**

**CONSENT FORM**

Account Holding Branch.....Bank PLC

I/We authorise the Bank to supply status enquiry responses to enquiries received on accounts held by me/us from time to time, which relate to my/our trading relationship with Seccombe Group.

I/We understand that this is a blanket authority and that the Bank will respond to each enquiry made on me/us without my/our express authority on each occasion until such time as cancelled by me/us in writing.

I/We understand that a copy of the Bank's reply can be sent to me/us upon request.

BANK ACCOUNT NO.....BANK SORT CODE .....

SIGNATURE..... DATE.....

NAME IN CAPITALS.....