

Registered Office:  
 Uxbridge Depot  
 Unit F, Eskdale Road Industrial Estate  
 Uxbridge UB8 2RT  
 Tel: 01895 233870 Fax: 01784 770799



Longcross Studios Depot  
 Unit L 134, Chobham Lane  
 Chertsey, Surrey KT16 0EE  
 Tel: 01344 635056 Fax: 01344 635947

### CREDIT ACCOUNT APPLICATION FORM

Please return completed form by post or fax to the Uxbridge address above.

Trading Name & Address ( Please attach letterhead)	Registered Office
Tel No:	Company No:
Fax No:	Contact Name:
Mobile No:	Accounts contact:

Sole Trader  Partnership  Limited Company

Length of Trading	Type of Business
Names of Directors/Partners	Address of Directors/Partners

Please supply your bank details for a reference

Bank Name	Sort Code
Address	Account No
	Account Name

Credit References (Preferably with other Suppliers/Traders)

Name Address	Name Address
Tel No	Tel No
Contact	Contact

Amount of credit required/month £	Please state info to be quoted on invoices
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We apply to open a credit account on the conditions of sales set out overleaf and furthermore agree to pay all accounts due on or before the last day of the month following the month of supply.

Signed \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_  
 Signed \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_  
 Signed \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

NOTE – IN THE CASE OF PARTNERSHIPS – ALL PARTNERS MUST SIGN ABOVE

# JAMES MANSFIELD TIMBER LIMITED

## TERMS AND CONDITIONS OF SALE

### 1. Definitions

In these terms and conditions.

“BUYER” means any person firm or company who accepts a quotation of the Company for the sales of Goods or whose order for the Goods is accepted by the Company.

“COMPANY” means James Mansfield Timber Supplies Limited.

“CONDITIONS” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Buyer.

“CONTRACT” means the goods or other materials (including any instalment of the goods or any parts of them) forming the subject matter of the Contract.

### 2. Scope of Conditions

2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company or any written order of the Buyer subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be made by the Buyer.

2.2 Hire equipment Where equipment is hired from the Company then the sale conditions of the Hire Association of Great Britain shall apply. Such terms and conditions are available on request and presented to a Customer upon hiring.

### 3. Quotation and Orders

3.1 Quotations by the Company do not constitute an offer capable of acceptance.

3.2 No order by the Buyer shall result in a binding contract unless and until accepted by the Company in writing.

3.3 The quantity, quality and description of and any specification of the Goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Company).

3.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Company's specification which do not materially affect their quality or performance.

3.5 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement of the Company and on terms that the Buyer shall indemnify the Company against all loss (including loss of profit), costs (including cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation.

### 4. Prices

4.1 The price of the Goods shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 10 days only or until earlier acceptance by the Buyer after which time may be altered by the Company without giving notice to the Buyer.

4.2 The Company reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the goods to reflect any increase in the cost to the Company which is due to:

4.2.1 any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture); or

4.2.2 any change in delivery dates, quantities or specifications for the goods which is requested by the Buyer; or

4.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Company and unless otherwise agreed in writing between the Company and the Buyer all prices are given by the Company on an ex-work basis and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Company.

4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full-credit will be given to the Buyer provided they are returned undamaged to the Company before the due payment date.

### 5. Delivery

5.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the goods are ready for collection or if some other place for delivery is agreed by the Company, the Company delivering the Goods to that place.

5.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

5.3 Where delivery of the Goods is to be made by the Company in a quantity (or quantities) where accurate measurement of that quantity is not reasonably practicable the Company reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered. 5.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

5.5 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

5.6 If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company, the Company may:

5.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

5.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract of charge the Buyer for any shortfall below the price under the Contract.

5.7 Where some place for delivery other than the Company's premises is agreed by the company, the Company nevertheless reserves the right to refuse to deliver it if, in its opinion the conditions are such as to constitute a danger to its property (including its vehicle).

### 6. Unloading

6.1 The Buyer shall be solely responsible for providing adequate labour and facilities at the agreed place for delivery for unloading the Goods. If the Buyer, his employees or agents request the Company's employees or agents to assist in the unloading of the Goods, the Buyer shall indemnify the Company against all claims whatever arising from such unloading and in particular against any death or injury suffered by the Company's employees or agents while obeying the Buyer's request.

6.2 The Buyer shall arrange for the unloading of the Goods within 45 minutes of arrival at the agreed place for delivery. The Buyer shall pay for any time beyond that time during which the delivery vehicle is at the agreed place at the rate of £25 per hour or part of an hour.

### 7. Suitability for purpose/advice

7.1 It is the Buyer's responsibility to ensure that the Goods are suitable for any purpose for which they are bought.

7.2 The Company shall not be liable in any way whatsoever in respect of Goods which are not suitable for their intended purpose whether or not such purpose was communicated to the company.

7.3 Neither the Company nor any employee or agent of the Company shall be liable in respect of any advice given or opinion expressed in respect of the storage, application or use of the Goods whether or not requested by the Buyer.

### 8. Warranty

8.1 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by Statute or common law are excluded to the fullest extent permitted by law.

8.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these conditions.

8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specifications shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the company accordingly the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions the Company shall be entitled to replace the Goods (or refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Buyer.

8.5 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company, its employees or agents or otherwise which arise out of or in connection with the supply of Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

8.6 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing strikes, lockouts or other industrial actions or trade disputes shall be regarded as causes beyond the Company's reasonable control.

8.7 For the avoidance of doubt the Company shall in no circumstance be liable for any greater sum than the invoice value of the Goods.

### 9. Risk and Property

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer

9.1.1 in the case of goods to be delivered at the Company's premises at the time when the Company notifies the Buyer that the Goods are available for collection; or

9.1.2 in the case of Goods to be delivered otherwise than at the Company's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the goods the time when the Company has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Buyer for which payment is then due.

9.3 Until at such time as the property passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

9.4 Until such time as the property in the Goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the Goods.

9.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Buyer does so all moneys owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

### 10. Terms of Payment

10.1 The Company shall be entitled to invoice the Buyer for the price of Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.

10.1.1 Subject to clause 10.1.2 the Buyer shall pay the price of the Goods without deduction before the end of the month immediately following that in which the Company's invoice was rendered notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request;

10.1.2 If the Buyer fails to make payment in respect of any invoice on the due date then all invoices rendered on or before that date shall become immediately due and payable.

10.2 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 7 per cent per annum above National Westminster Bank plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

### 11. Insolvency of Buyer

11.1 This clause applies if:

11.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

11.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or

11.1.3 the Buyer ceases or threatens to cease to carry on business; or

11.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this clause applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due payable notwithstanding any previous agreement or arrangement to the contrary.

### 12. General

12.1 The Company is a member of a group of companies and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group provided that any act or omission of the Company.

12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to the provision to the party giving the notice.

12.3 No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.

### 13. Law

13.1 The Contract between the Company and the Buyer shall be governed by and construed in accordance with the laws of England.