# AC MARINE AGGREGATES LTDCREDIT APPLICATION FOR A BUSINESS ACCOUNT

## Please complete and return with company letter head

# BUSINESS CONTACT INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| Company Name |  | Registered Business Address | Invoice Address (If Different) |
| Company Registration Number |  |  |  |
| VAT Number |  |  |  |
| Date of Company Formation |  |  |  |
|  |  |  |  |
| **Accounts Information** |  | **Sales Information** |  |
| Contact Name |  | Contact Name |  |
| Telephone Number |  | Telephone Number |  |
| Fax Number |  | Fax Number |  |
| E-mail |  | E-mail |  |
| Invoices & Statements | E-mailed  Posted | Quotations | E-mailed  Posted |

# BUSINESS/TRADE REFERENCES not to include related companies, known personal friends or relatives

|  |  |  |
| --- | --- | --- |
| Company name |  | Phone |
| Address |  | Fax |
| Postcode |  | E-mail |
| Type of account |  | Other |
| Company name |  | Contact |
| Address |  | FaxPhone |
| Postcode |  | E-mail |
| Type of account |  | Other |
| Bank details |  |  |
| Preferred Payment MethodCheque  BACS  Cash Debit Card  Credit Card (2.89% charge) | Bank Address | Credit Limit Required: |
| Account Name |  |  |
| Sort Code |  |  |
| Account Number |  |  |

**agreement**

## **All invoices are to be paid 30 days**

## **Claims arising from invoices must be made within seven working days.**

## **By submitting this application, you authorize AC MARINE AGGREGATES LTD to make inquiries into the banking and business/trade references that you have supplied.**

# Official Use

|  |  |
| --- | --- |
| Ac No |  |
| Approved |  |
| Limit |  |

# SIGNATURES

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Signature |  |
| Name and Title |  | Name and Title |  |
| Date |  | Date |  |

**Please note that our credit terms are strictly 30 days**

**‘Under the terms of the Late Payment of Commercial Debts (interest) Act 1998, recovery costs and interest will be payable at the statutory rate of 8% p.a will be applicable whichever is greater from the date payment was due. In the event of recovery action being taken to collect any outstanding amount we reserve the right to add these costs to the due amount’.**

**Please return via email to sender or** [**accounts@acmarineaggs.com**](mailto:accounts@acmarineaggs.com) **or by post to Tickhill Road, Maltby, Rotherham, South Yorkshire, S66 7QN**

# AC MARINE AGGREGATES LIMITED

# TERMS AND CONDITIONS OF SALE AND DELIVERY

1. DEFINITIONS

In these Terms and Conditions “the Company” means AC Marine Aggregates Limited, “the goods” means aggregates to be supplied by the Company and “the Purchaser” means the person, firm or Company to whom the goods are to be supplied.

2. APPLICATION OF TERMS AND CONDITIONS

All sales of goods made by the Company shall be on these terms and conditions, to the exclusion of any other terms, conditions, warranties or representations, written or oral, express or implied, whether or not contained or referred to in the Purchaser’s order. No director, employee or agent of the Company has authority to agree to any variations of these terms and conditions unless such variation be in writing and signed on behalf of the Company.

3. QUOTATIONS

Any quotation, howsoever issued by the Company, shall be revocable at any time prior to acceptance by the Purchaser and, if not so accepted, shall lapse 30 days after the date on which it is issued.

4. PRICES

The prices stated in any quotation exclude Value Added Tax and are based on costs prevailing at the time the quotation is issued. In the event of the cost to the Company of supplying and delivering the goods being increased by any later increase in the cost or raw materials, labour or haulage, or other items over which the Company has no control, the Company reserves the right to make a corresponding increase in the prices quoted.

5. DELIVERY

(1) Unless otherwise agreed in writing, the goods shall be delivered to the destination specified in the Purchaser’s order. In the event of the Purchaser cancelling or amending the delivery instructions, such cancellation or amendment will be accepted by the Company only on the understanding that the Purchaser pays all expenses incurred by the Company up to the time of cancellation or amendment. The Company’s reasonable estimate of expenses incurred in such circumstances shall be accepted as final.

(2) Unless otherwise stated, prices in any new quotation are for delivery of loads at times between 7.00am and 5.00pm, Monday to Friday (excluding public holidays) and between 7.00am and 11.30am on Saturday. If the Purchaser requires delivery outside those hours, the Company shall be entitled to make such extra charges as shall be reasonable.

(3) If the Company is prevented from, or is delayed in delivering by inability to obtain the necessary transport, labour disputes, lock-outs, inclement weather conditions, fire, accident, Act of God, breakdown of plant used in production, or delivery of the goods, or from any cause over which the Company has no control, the Company shall not be liable for any loss or damage, direct or indirect, caused to the Purchaser by the Company’s failure to deliver or by delay in delivery.

(4) The Purchaser must provide safe access to the place of delivery and the Company shall be entitled to refuse to deliver over roads or other ground which it considers unsuitable. If a vehicle delivering the goods is required to deliver a load to or from a place situated off a public road, the Purchaser must supervise the positioning and departure of the vehicle and shall be liable for any accident or damage resulting from such movements, other than death or personal injury caused by the negligence of the Company or the driver.

(5) Prices quoted by the Company assume that delivery vehicles will not be detained on site and the Company shall be entitled to make an extra charge in respect of any load, delivery of which, for reasons beyond the Company’s control, is not completed within 30 minutes of arrival on site.

(6) Where delivery is by a series of loads, the contract between the Company and the Purchaser shall be divisible and any defect in any load shall give rise to a remedy in respect of that load only.

(7) The Purchaser shall take delivery in full of the goods detailed on the delivery ticket. An extra charge is payable where the Company is required to remove from site any fraction of the goods which is deemed by the Purchaser to be surplus to requirements.

6. COMPLAINTS

(1) The Company’s liability in respect of defects in the goods, including failure to comply with specifications (which apply only if such specifications have been given to and accepted by the Company in full at the time of acceptance of the order) shall be limited to the cost of removal and replacement of the defective goods. The Company accepts such liability only where the Purchaser can establish that:

(a) the sample tested has been taken in accordance with the relevant British Standard specification or other specification previously accepted in writing by the Company and;

(b) test results have been properly interpreted in accordance with the relevant British Standard specification or other specification previously agreed in writing by the Company and;

( c ) the Purchaser has, within 30 days of delivery of the goods, notified the Company of their non-compliance with the specification and;

(d) the Company has been given a reasonable opportunity of investigating any alleged defect and of making representations as to any remedial action to be taken.

(2) If the defect(s) in the goods should have been revealed by examination on delivery, the Company’s liability in respect of such defect(s) shall be limited to supplying and delivering replacement goods free of charge.

(3) The Company shall not be liable for the supply of incorrect quantities of the goods, unless the Purchaser shall have given the Company oral notification of the error within 12 hours and written notification within 48 hours of the completion of delivery.

7. CONSEQUENTIAL LOSS

Without prejudice to the generality of anything contained elsewhere in these terms and conditions, the Company shall not, in any event, be liable to the Purchaser for any indirect or consequential loss, damage or expense. Under no circumstances shall the Company be responsible or liable for the workmanship of the Purchaser’s employees or sub-contractor.

8. PAYMENT

(1) Unless otherwise agreed in writing, the Company’s invoices for the goods must be paid without retention, no later than the last day of the month which next follows the month appearing in the date of the invoice.

(2) The Purchaser shall not, without the prior written permission of the Company, be entitled to make any deductions or set-off from any money or monies being due to the Company in respect of any claims for loss or expense alleged to have been incurred by the Purchaser through any default whatsoever of the Company.

(3) The Company reserves the right to insist upon payment for goods before delivery if the Purchaser’s credit is not satisfactory to the Company for any reason whatsoever, or if payment of any monies owed by the Purchaser to the Company is overdue and the Company also reserves the right, if payment is overdue, to charge the Purchaser interest at 4% per annum over NatWest Bank’s base rate during the period of delay and to suspend or discontinue deliveries of goods under any uncompleted contract with the Purchaser.

(4) The Company shall be entitled (without prejudice to any of its other rights against the Purchaser) by notice in writing to the Purchaser to rescind the contract for the supply of the goods in any of the following events:

(a) should the Purchaser (being a company) compound or enter into any composition or arrangement or have a proposal made for a voluntary arrangement with its creditors, have a petition presented for the appointment of an administrator, have a receiver or manager or administrative receiver appointed over all or any part of its assets, have a resolution passed for its voluntary winding-up (save for the purpose of amalgamation or reconstruction) or call a creditors’ meeting for a voluntary liquidation, or enter into voluntary liquidation, be in receipt of an unsatisfied statutory demand, or have a petition presented for its winding-up.

(b) should the Purchaser (being an individual) enter into a deed of arrangement or make any assignment for the benefit of, or enter into any arrangement, voluntary or otherwise, with his creditors, wither by composition or otherwise, make or have an application made for an interim order in connection with the proposal to creditors for a voluntary arrangement, be in receipt of an unsatisfied statutory demand, or have a petition presented for his bankruptcy, or be made bankrupt.

9. GENERAL

The Company reserves the right to make a reasonable administration charge for the provision of copy delivery notes for proof of delivery.

Version 1