



Credit Facility Application Form

By signing this agreement you will be confirming that the information given below is true and complete. The Company may, before opening an account, take up references or otherwise satisfy itself as to the identity and suitability of an applicant. The Company may also at anytime refuse to open or continue an account.

TO BE COMPLETED BY THE APPLICANT BUSINESS DETAILS

Full Name (S)/Company Name:

Type of Business: Plc / Private Limited / Partnership / Limited Liability Partnership/ Sole Trader / Other
(Please delete as applicable)

Nature of Business:

Trading/Invoice Address:

Postcode: **E-Mail Address:**

Telephone No: **Fax No:**

Registered Number: (If Trading as a Limited Company):

Registered Address: (If Different from above):

Years in Business:

Credit Limit Required:

Name and Addresses (private residence) of Directors, Partners, Members or Sole Trader:

Name:

Address:

Name:

Address:

Name:

Address:

Current Supplier:

FINANCIAL DETAILS

Name of Bank:

Address:

Account No: Sort Code:

Time with Bank: Years Months

Member of Staff Responsible For Payments:

Trade References:

(1) Name: (2) Name:

Address: Address:

Telephone No: Telephone No:

Have you or your Company ever been refused credit from another supplier? Yes No

Have you or your Company ever been associated with a bankrupt or liquidated Company or had a County Court Judgement registered against you? Yes No

If you have answered 'yes' to either of the above please give details here:

DECLARATION (ALL APPLICANTS)

I/We certify the accuracy of the statement given and authorise you to make any enquires which you may consider necessary for confirmation of these statements and for future credit assessments. I/We understand that trading figures may be required in order to grant a suitable credit limit and I/we agree to provide such figures on request from **DJ DAVIES LTD**. I/we accept to be bound by terms and conditions relating to this account as detailed on the 3 page of this documentation and updated from time to time. **DJ DAVIES FUELS Ltd** reserves the right to refuse to open or continue an account.

Signature(s) of applicant: Print:

(Signature must be that of either a Director, Partner, Sole Trader or Member)

Position:

Date of signature: We are a user and provider of credit assessment and direct marketing. By signing this Form we assume your acceptance of our credit assessment procedures.

Please forward your completed form to:

DJ DAVIES FUELS LTD, BLAENAU FUEL DEPOT, BLAENAU, AMMANFORD, CARMARTHENSHIRE, SA18 3BZ. Should you have any problems completing this form you can contact us by Free-phone 01269 850224

OFFICE USE ONLY

Depot:

Products to be supplied:

Credit terms agreed: Credit limit Approved:

Account authorised by: Date:

A/C Number: Mandate sent to bank: Letter:

Please send your completed form to: **DJ DAVIES FUELS**, Blaenau Fuel Depot, Blaenau, Ammanford, Carmarthenshire, SA18 3BZ.

TERMS AND CONDITIONS OF SALE

These conditions apply to the sale and delivery of any Products ('the Goods') by **DJ DAVIES FUELS LTD** ('the Company') to a purchaser ('the Buyer') unless they are inconsistent with any other express terms of agreement made between the Seller and the Buyer in writing before the Products are delivered. The following conditions of sale do not imply a credit account ongoing credit will not be granted.

DATA PROTECTION ACT 1998

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. We may also make enquires about the Principal Directors with the credit reference agency.

We will monitor and record information relating to your trade performance and such records will be made available to Credit Reference Agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

Credit Limits are subject to periodic review, which would result in subsequent searching with Credit Reference Agencies.

As a user and provider of information we obtain and pass on data relating to our customer for direct marketing purposes.

1. Offer of Acceptance

- a) The placing of an order (whether orally or in writing) and whether or not based on a quotation from the Company, shall be deemed to be subject to the Terms and Conditions herein contained, and these Terms and Conditions shall be applied to the order and to any contract resulting from the acceptance thereof to the exclusion of any other provision contained in any other document issued by either the Buyer or the Company. In particular, but without prejudice to the generality of the foregoing contained in any order sent by the Buyer.
- b) Any modifications or amendments of these Terms and Conditions shall not be binding upon the Company unless otherwise stipulated herein, or agreed on behalf of the Company by duly authorised individual in writing.
- c) The Company reserves the right to accept or reject, in whole or in part, orders received by it from any person employed by the Buyer.

2. Delivery

- a) Any delivery dates and times given are estimates only and any delay in delivery shall not give the Buyer the right to repudiate the contract or to reject the Goods in question. The Company does not accept any liability for any loss or damage resulting from delay in delivery, or failure to deliver whether or not caused by circumstances within its own control.
- b) Delivery of and risk in the Goods shall be deemed to have been taken place by the physical delivery or discharge passing through the hose connection of the storage tank container or as the transfer of the Goods to the Buyer at his Company address or premises, or the physical delivery of the Goods to the Buyer's haulier or to an independent haulier employed by the Buyer for the carriage of the Goods in question.
- c) Signature of any delivery by any agent, employee or representative of the Buyer or by any independent haulier shall be conclusive proof of the delivery.
- d) Where the Company delivers in bulk or bulk container the Buyer has the responsibility of ensuring and providing safe and adequate access, safe and suitable storage fully complying with all aspects and regulations made by her H.M.Government or other acknowledged authority and that all receiving storage facilities will accommodate the full quantity ordered and where necessary produce the required certification relating to the storage of motor spirit or any other regulations relating to the Goods delivered and that all health and safety regulations and requirement laid down by H.M.Government or other acknowledged authority are fully complied with at the point of delivery whether in the passing, storage and handling of Goods. The Company cannot accept any responsibilities for the health and safety of the Buyer or his/hers representatives mounting the Company's vehicles for whatever reason or purpose.
- e) Except when within a written guarantee is given by the Company, at any time or date for the delivery is an estimate only and shall not be of the essence. Claims for non-delivery or damage will only be accepted if received in writing within 7 days of date of delivery or of damage.
- f) Damage caused due to inadequate site access and or the lack of proper facilities shall be at the risk of the buyer.

3. Quantity, Weights & Measure

- a) The quantity of all consignments shall be ascertained by or on behalf of the Company and be notified to the Buyer on a delivery or advice note. Such quantity shall be conclusive unless any irregularity in the measuring or in the notification is proved.
- b) The quantity of all bulk deliveries are sold on the basis of the weight or measurement on the Company's measuring devices and the Company cannot accept any responsibility whatsoever for discrepancies in the Buyers tanks, dip sticks or other measuring devices.
- c) Details of any quantity deficiency subsequently evidenced by the Buyer must be notified to the Company on the same day.

4. Pallets /Containers

- a) Pallets/ Containers supplied to the Buyer by the Company in the course of supplying the Goods shall be charged exclusive of the price of the Goods and a deposit shall be levied by the Company on all Pallets/Containers supplied to the Buyer, such deposit to be credited to the Buyer on the return of the same Pallets/Containers to the Company in good and serviceable condition.

5. Transfer of Property

- a) The property in the Goods shall not pass to the Buyer and legal beneficial ownership of the Goods shall remain with the Company unless and until the Company has received payment in full for the Goods in question (each being considered as a whole).
- b) The Buyer holding such Goods as bailee and storing the same separately or prior re-sale in which case the Company's beneficial entitlement shall attach to the proceeds of the re-sale or to the claim for such proceeds.
- c) The Buyer at all time shall hold such proceeds of sale as trustees for the Company.
- d) In the event of recovery of Goods being necessary, the Company shall be entitled to enter any premises where these Goods are stored or believed to be stored.
- e) Any Goods returned must be in a serviceable condition and within the original packaging/containers. Any Goods returned must be with the prior agreement of the Company and will be subject to a 15% handling charge.

6. Risk & Insurance

- a) The Company shall not be liable in respect of any claim arising out of any loss or damage caused to any person or property by the use of any of the Goods supplied.

7. Payment Terms

- a) Payment of the Goods is expected to be made in accordance with terms agreed by the Company. A Buyer in subsequent breach of these terms will be charged interest at the rate of 2% per month without prejudice to the Company's rights of recovery.
- b) The Buyer shall not be entitled to make any set-offs against sums due to the Company or withhold payment in respect of any counterclaim without the express written permission of the Company.
- c) Payment on authorised accounts is 30 days of invoice date, unless notified in writing at the time of delivery or acceptance of contract.
- d) Accounts outstanding beyond the Company's terms will be forwarded to our Collection Agency who will act on our behalf and take any measures necessary in recovering the debt in full. A charge of 15% of the outstanding amount will be made for the recovery and administration of this method of collection and will be due for payment immediately upon collection.

- e) **Directors Guarantee** – any amount owed to **DJ.DAVIES FUELS LTD** that remains unpaid by a limited company will be the joint and several responsibility of the directors of that company.

8. VAT/Duty

- a) All prices quoted are exclusive of Value Added Tax ruling at the time of supply.
- b) All prices relating to the supply of Hydrocarbon Fuels shall include Excise Duty at the rate in force at the time of supply. All variations in duty (or any other Government taxation's) is for the Buyer's account as levied from time to time.

9. Force Majeure

- a) If the Company is prevented or delayed (directly or indirectly) from making a delivery/supply of the Goods or any part thereof on the agreed date of delivery or from otherwise performing the contract or any part thereof by reason of act(s) of God, war, riot(s), lock-out(s), trade dispute(s), fire(s), break-down, interruption of transport, Government action, delay in delivery to the Company of any Goods or materials or by any cause whatsoever (whether or not of like nature to those specified above) outside its control, the Company shall be under no liability to the Buyer and shall be entitled without any liability to extend the time or times for delivery or otherwise performing the contract or any part thereof by period equivalent to that during which such delivery or installation or performance has been prevented by any of the restrictions herein before referred to.

10. Quality Complaints

- a) If the Buyer has cause to complain of the quality of the Goods delivered by the Company, details of such complaint must be received in writing at the Company's office within 7 days of the Goods being delivered so the complaint can receive attention. Outside of this arrangement the Buyer will not be entitled to receive recompense from the Company should the complaint subsequently contain any substance.

Any alteration to our above standard terms must be in writing and signed by the customer and an authorised representative of D J Davies Fuels Ltd

SIGNED.....

PRINT.....

DATE.....