



**BEESLEY & FILDES LTD**

Builders, Plumbers, Roofing and Timber Merchants

**TRADE CREDIT**

# CREDIT APPLICATION FORM



- **BUILDING** • **PLUMBING & HEATING** • **ROOFING** •
- **TIMBER** • **KITCHEN & BATHROOM** •
- **LANDSCAPING** •

[www.beesleyandfildes.co.uk](http://www.beesleyandfildes.co.uk)

# CREDIT ACCOUNT APPLICATION FORM

PLEASE COMPLETE IN BLOCK CAPITALS AND IN BLACK INK

- Detach and retain the Terms and Conditions of Sale.
- Return completed form to your local branch or representative or to:

Beesley & Fildes Ltd, Head Office, Wilson Road, Huyton, Merseyside, L36 6AF.

Tel: 0151 480 8304 Fax: 0151 480 4970 Email: headoffice@beesleyandfildes.co.uk



## BEESLEY & FILDES LTD

Builders, Plumbers, Roofing & Timber Merchants

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### YOUR BUSINESS DETAILS

(Please supply proof of your address, such as a copy of your driving license or a current utility bill not more than 3 months old, and a sample of your company letter headed paper)

Full Trading Name:	<input type="text"/>	Nature of Business:	<input type="text"/>
Limited Company Name: (If different from above)	<input type="text"/>	No. of Employees:	0 - 25 <input type="checkbox"/> 26 - 50 <input type="checkbox"/> 51 - 100 <input type="checkbox"/> 101+ <input type="checkbox"/>
Company Address:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Telephone No.:	<input type="text"/>
Postcode:	<input type="text"/>	Fax No.:	<input type="text"/>
Length of time at address:	<input type="text"/> Years <input type="text"/> Months	Mobile No.:	<input type="text"/>
		Email:	<input type="text"/>
		Website:	<input type="text"/>
		Main branch with which you intend to trade:	<input type="text"/>
<i>Please tick as appropriate:</i>			
Limited Company	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>
PLC	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
		Self Build	<input type="checkbox"/>
		Other (please specify below)	<input type="checkbox"/>
<i>*Please delete as appropriate:</i>			
Are official order numbers mandatory?	<input type="checkbox"/>	*Yes/No	
Do you require invoices/statements electronically?	<input type="checkbox"/>	*Yes/No	
Have any of the Directors/Partners or Sole Trader been subject to bankruptcy or IVA or had any CCJs registered against them?	<input type="checkbox"/>	*Yes/No	
Have any of the Directors/Partners or Sole Trader been subject to bankruptcy or IVA or had any CCJs registered against them?	<input type="checkbox"/>	*Yes/No	
Usual Payment Method:	BACS/Electronic <input type="checkbox"/>	Cheque <input type="checkbox"/>	Credit/Debit Card <input type="checkbox"/>
			Cash <input type="checkbox"/>
			(Credit Card subject to surcharge)

### LIMITED COMPANIES ONLY

Company Registration No.:	<input type="text"/>	Annual Turnover:	£ <input type="text"/>
Parent Company: (If applicable)	<input type="text"/>	Financial Year End:	<input type="text"/> / <input type="text"/> / <input type="text"/>

### SOLE TRADER'S / PARTNER'S / DIRECTOR'S DETAILS

(Please continue on a separate sheet if necessary)

Name:	<input type="text"/>	Name:	<input type="text"/>
Address:	<input type="text"/> <input type="text"/>	Address:	<input type="text"/> <input type="text"/>
Postcode:	<input type="text"/>	Postcode:	<input type="text"/>
Tel No.:	<input type="text"/>	Tel No.:	<input type="text"/>
Date of Birth:	<input type="text"/> / <input type="text"/> / <input type="text"/>	Date of Birth:	<input type="text"/> / <input type="text"/> / <input type="text"/>
Name:	<input type="text"/>	Name:	<input type="text"/>
Address:	<input type="text"/> <input type="text"/>	Address:	<input type="text"/> <input type="text"/>
Postcode:	<input type="text"/>	Postcode:	<input type="text"/>
Tel No.:	<input type="text"/>	Tel No.:	<input type="text"/>
Date of Birth:	<input type="text"/> / <input type="text"/> / <input type="text"/>	Date of Birth:	<input type="text"/> / <input type="text"/> / <input type="text"/>

## CONTACTS

Contact for Account Enquiries:	<input type="text"/>	Telephone No.:	<input type="text"/>
		Mobile No.:	<input type="text"/>
		Email:	<input type="text"/>
Main Contact for Purchasing:	<input type="text"/>	Telephone No.:	<input type="text"/>
		Mobile No.:	<input type="text"/>
		Email:	<input type="text"/>

## TRADE REFERENCES

*(Please do not include Huws Gray, Jewson or Travis Perkins as they do not provide trade references)*

REFERENCE 1	REFERENCE 2
Company Name: <input type="text"/>	Company Name: <input type="text"/>
Address: <input type="text"/>	Address: <input type="text"/>
Postcode: <input type="text"/>	Postcode: <input type="text"/>
Tel No.: <input type="text"/>	Tel No.: <input type="text"/>
Credit Limit: £ <input type="text"/>	Credit Limit: £ <input type="text"/>

## BANK DETAILS

Bank Name: <input type="text"/>	Account No: <input type="text"/>
Branch Address: <input type="text"/>	Sort Code: <input type="text"/>
Postcode: <input type="text"/>	

## CREDIT LIMIT

Initial Credit Limit Required: £ <input type="text"/>	Within 12 Months: £ <input type="text"/>
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## CUSTOMER DECLARATION

I/We the undersigned apply to Beesley and Fildes Limited for credit facilities and declare that the information given above is accurate. I/We agree to trade on Beesley and Fildes Limited's Terms and Conditions of Sale as are applicable at the date of the transaction and confirm that I/We have read the Terms and Conditions of Sale contained in this form. Beesley and Fildes Limited reserves the right to terminate this Agreement for credit forthwith without notice upon a breach by the customer of any Terms and Conditions and all amounts then outstanding will become due immediately. Thereafter interest will be accrued on a daily basis until the account is paid in full. **I/We give permission to Beesley and Fildes Limited to approach the bank above in order to obtain a reference (please note the signatory below must also be an authorised signatory on this account).**

Signature of Director, Sole Trader, Partner, or Applicant: <input type="text"/>	Position: <input type="text"/>
Name (Please Print): <input type="text"/>	Date: <input type="text"/>

## DATA PROTECTION

We may make a search with Credit Reference Agencies who will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of principal directors. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. 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 when assessing applications for credit and fraud prevention.

### Respecting Your Privacy

We will record your purchasing preferences and may use your information for marketing purposes.

## COMPANY USE ONLY

Account No: <input type="text"/>	Sales Rep: <input type="text"/>	Proof of Address: <input type="text"/>
Credit Limit: £ <input type="text"/>	Customer Type: <input type="text"/>	Trade Ref's: <input type="text"/>
Price Profile: <input type="text"/>	Approved By: <input type="text"/>	Credit Check: <input type="text"/>
Home Branch: <input type="text"/>		Date: <input type="text"/>



# ALL FINISHED?

**Before posting your completed application form, please check:**

- Have you enclosed one form of identification?   
**For Limited Companies:** Company letterhead.  
**For Sole Traders/Partnerships:** Proof of your home address, such as a bank, building society or credit card statement, or a recent utility bill.
- Have you filled in your required credit limit?
- Have you provided your trade references?
- Have you signed the application form?

Please return your completed application form to:

Credit Department, Beesley and Fildes Ltd,  
Wilson Road, Huyton Merseyside, L36 6AF

Or give to a manager at your local branch



## What happens next?

Once your application has been processed we will provide you with written confirmation of your credit limit and your account number. This will confirm that your account has been activated and is ready for immediate use.

For any enquiries relating to this form, please call 0151 480 8304 and follow the instructions for the Accounts / Credit Control Department



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## TERMS & CONDITIONS OF SALE

The general terms and conditions of sale below apply to Beesley and Fildes Ltd.

**1. GENERAL:** These terms and conditions which supersede all previous conditions, shall apply to all trading between Beesley & Fildes Ltd and the customer. Acceptance by Beesley & Fildes Ltd of an order is conditional upon acceptance by the customer of the following conditions which override all other terms or conditions inconsistent therewith, expressed or implied. No variation of these conditions shall be binding upon Beesley & Fildes Ltd unless previously agreed by Beesley & Fildes Ltd in writing.

**2. PRICE:** A fixed price will not normally be quoted but if it is the price is subject to variation for an increase in cost of materials, haulage or in rates of wages being made in the trade after the date of the quotation. All quotations are made at the price applicable to the quantities specified in the quotation. In the event of an order for the quantities specified in any quotation not being placed with Beesley & Fildes Ltd, the right is reserved to revise the prices for the quantity of goods actually supplied.

**3 PAYMENT:** (a) Unless the sale is for cash, accounts are due for payment by the last day of the month following the date of delivery. Receipts will only be recognised if on a Beesley & Fildes Ltd printed form. (b) Beesley & Fildes Ltd 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 Beesley & Fildes Ltd. In the case of non-payment of any account when due or in the case where 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, bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a Receiver, Administrator or nominee under a voluntary arrangement with creditors, then the purchase price of all goods and/or work invoiced and/or delivered by Beesley & Fildes Ltd to the customer to date shall immediately become due and payable from the customer to Beesley & Fildes Ltd. In addition Beesley & Fildes Ltd shall have the right to cancel every contract made with the customer or to suspend or continue delivery of goods and/or the execution of work at Beesley and Fildes option without prejudice to Beesley & Fildes Ltd right to recover any loss sustained. (c) Interest at the rate of 4% above the base rate of the Bank of England accruing daily shall be payable in respect of all sums not paid by the date on which they are due. (d) When there is a query/dispute on an invoice, such query/dispute must be notified to Beesley & Fildes Ltd, in writing before the date on which payment becomes due. If the customer is awaiting credit from the manufacturer or Beesley & Fildes Ltd is awaiting credit from the manufacturer on the customer's behalf, the customer cannot withhold payment of any other items on the same invoice or other invoices. (e) If the customer has difficulty in paying for the goods then Beesley & Fildes Ltd may offer to accept return of those goods which are normally held in stock in place of payment, provided that those goods are in good condition. (f) If a cheque received from the customer is not paid on first presentation then a charge of £25.00 will be made to the customer to compensate for bank charges and administration involved. (g) If a customer wishes to pay his credit account by credit card a surcharge will be levied.

**4: SET-OFF:** Beesley & Fildes Ltd shall be entitled at all times to set off any sums that it may owe to the customer against any sums that the customer may owe to Beesley & Fildes Ltd.

**5: EX-STOCK:** Offers for delivery of goods from stock are subject to such goods remaining unsold on receipt of order.

**6: DELIVERY:** (a) The customer is under a duty to inspect the goods on delivery or on collection as the case may be. (b) When goods are offered for delivery to site Beesley & Fildes Ltd obligation is to deliver as near to site as a safe hard road permits. If a vehicle delivers or collects goods to or from a place off the public road the customer shall be solely responsible for any accident or damage resulting. The customer shall provide free of charge any labour necessary for unloading goods when delivered and Beesley & Fildes driver's responsibility is limited to handling goods off the vehicle. If any Beesley & Fildes Ltd vehicle is kept on site for any unreasonable time or has to return to the depot without completing delivery through lack of assistance or if additional staff had to accompany any Beesley & Fildes Ltd driver, an appropriate additional charge will be made. If the customer does not accept delivery of goods ordered for any reason costs incurred will be charged. (c) No liability is accepted for any loss arising from delay in delivery of goods unless Beesley & Fildes Ltd have expressly agreed to be bound by a delivery date which is of the essence of the contract. When delivery depends upon receipt of goods from the manufacturer, Beesley & Fildes Ltd do not accept responsibility for delay in such delivery unless Beesley & Fildes Ltd have obtained and reported to the customer acceptance by the manufacturer of the express condition as to time; but Beesley & Fildes Ltd will afford to the customer any remedy available to Beesley & Fildes Ltd against the manufacturer but this shall be the limit of Beesley & Fildes Ltd liability. Beesley & Fildes Ltd accept no responsibility for delay or non-delivery due directly or indirectly to strike, fire, act of state, force majeure or other circumstances beyond its control. (d) If the customer wishes to claim that there is any shortage on delivery in respect of goods supplied by Beesley & Fildes Ltd, that the same have been damaged in transit or that any goods supplied by Beesley & Fildes Ltd are defective or not in accordance with the contract, then the customer shall give notice in writing to Beesley & Fildes Ltd and (in case of any shortage or damage in transit) to any carrier by whom the goods were delivered within three days after the date of delivery of the same. If the customer fails to give such notice or fails to give Beesley & Fildes Ltd 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, and therefore accepted by the customer. (e) If the customer or the customer's consignee breaks bulk on delivery or unloads the whole or any part of a consignment of goods or materials the customer is deemed to have accepted delivery. (f) Beesley & Fildes Ltd may deliver the goods in one or more instalments whereby each instalment shall be treated as a separate contract.

**7: PACKING:** (a) Some goods or materials sold by Beesley & Fildes Ltd can be dangerous and cause risk to health and safety. Customers should ask Beesley & Fildes Ltd for health and safety information about the transport, storage and use of any such goods or materials. (b) Returnable packages and pallets are credited when returned in good condition carriage paid at manufacturers works or, when appropriate, our yard. (c) Beesley & Fildes Ltd shall not be liable in respect of defective or inadequate straps or packing provided by any supplier to Beesley & Fildes Ltd for goods sold by Beesley & Fildes Ltd to the customer. The customer shall verify the safety and adequacy of all packing materials.

**8: MINIMUM CHARGE FOR SMALL QUANTITIES DELIVERED**

Beesley & Fildes Ltd reserve the right to make a carriage charge when goods are delivered which will depend on the value of the order.

**9: CANCELLATION OF ORDERS:** Orders for goods not normally carried in stock by Beesley & Fildes Ltd may be cancelled by customers only on their written request and with Beesley & Fildes Ltd written agreement. Orders for goods made, cut or acquired by Beesley & Fildes Ltd specially cannot be cancelled.

**10: RETURN OF GOODS:** Beesley & Fildes Ltd shall not accept on return for credit any goods ordered from Beesley & Fildes Ltd incorrectly or subsequently found to be surplus to the customer's requirements. Beesley & Fildes Ltd shall endeavour to assist customers where possible by accepting at a reasonable restocking charge the return of goods providing it is within twenty-eight days of the original purchase (together with the original packing if applicable) which are from Beesley & Fildes Ltd normal stock lines but goods ordered from the manufacturer cannot be accepted

without Beesley & Fildes Ltd prior agreement for the return and Beesley & Fildes Ltd restocking charges having been paid. Beesley & Fildes Ltd cannot however accept return of cement, lime, or plaster. In any event credit cannot be given unless the customer provides Beesley & Fildes Ltd with the number of the invoice on which the goods were supplied.

**11: MANUFACTURER'S GUARANTEES:** If and to the extent that any person (hereinafter called "the supplier") who has supplied goods to Beesley & Fildes Ltd which Beesley & Fildes Ltd in turn have supplied to a customer validly excludes, restricts or limits his liability to Beesley & Fildes Ltd in respect of such goods or of any loss or damage arising in connection therewith, Beesley & Fildes Ltd liability to the customer in respect of such goods, or of any loss or damage arising in connection therewith shall be correspondingly excluded, restricted or limited. Any term, warranty, condition expressed, or implied to the contrary is excluded. Beesley & Fildes Ltd will, upon request supply the customer with details of any such exclusion, restriction or limitation.

**12: MANUFACTURE TO ORDER:** (a) Goods manufactured to the design or specification of a customer or his advisers carry no guarantee of any kind except of compliance with the design or specification. The customer shall indemnify Beesley & Fildes Ltd for any breach of copyright, registered design or any other intellectual property belonging to a third party. Beesley & Fildes Ltd shall not accept liability for any damage or injury caused to a third party by a defect in the design requested by the customer. (b) In the case of products supplied with advertised stress capacities they are warranted to possess such capacity. (c) All warranties and undertakings are subject to claims being made within three days of delivery of the goods.

**13: SUB-CONTRACTING:** The right to sub-contract any order or part of any order is reserved.

**14: QUANTITIES:** On all orders Beesley & Fildes Ltd shall have the right to dispatch and bill for a quantity of the goods greater or less than the exact quantity ordered by the customer up to a variation of 15% and in such event the customer shall pay for the actual quantity delivered.

**15: SALES BY DESCRIPTION:** The customer must accept sole responsibility for the suitability of goods ordered. In particular, illustrations or descriptions given in catalogues or trade literature must be considered as showing type or class only without warranty as to substance, performance, colour, size or shape.

**16: SAMPLES:** When samples are submitted, these are drawn from bulk and are representative of the whole and no guarantee is given that every item will be the same in all respects as the sample.

**17: DEFECTIVE/FAULTY GOODS:** (a) Subject to the customer's compliance with all its obligations herein, goods supplied will be replaced or repaired free of charge, or in Beesley & Fildes Ltd absolute discretion the purchase price refunded if notice of the defect is given to Beesley & Fildes Ltd within 14 days of receipt and the goods are returned to Beesley & Fildes Ltd depot carriage paid, and Beesley & Fildes Ltd are satisfied that the goods were defective in materials or workmanship on receipt. Beesley & Fildes Ltd accept no liability for the cost of taking out, refixing or making good other materials. Subject to the above Beesley & Fildes Ltd entire obligation and the customer's sole remedies shall be in respect of: (i) Death or personal injury resulting from Beesley & Fildes Ltd negligence. (ii) Direct physical damage to customer's tangible property caused by Beesley & Fildes Ltd negligence. (b) Beesley & Fildes Ltd total liability for all loss or damage which is claimed to result from any breach of Beesley & Fildes Ltd obligations hereunder shall be limited to the customer's actual money damages which shall not exceed the contract price for the goods (provided that the monetary limit shall not apply to Beesley & Fildes Ltd liability for death and personal injury under (a) (i) above). (c) In no event shall Beesley & Fildes Ltd be liable for the loss or damage set out below even if foreseeable by Beesley & Fildes Ltd or in Beesley & Fildes Ltd contemplation. i) Economic loss including loss of profits, business revenue, goodwill or anticipated savings; (ii) Damages in respect of special, indirect or consequential loss or damages. (iii) Any claim made against the customer by any other party.

**18: RESERVATION OF TITLE:** (a) The property in goods sold by Beesley & Fildes Ltd to the customer shall remain vested in Beesley & Fildes Ltd until all sums owed by the customer to Beesley & Fildes Ltd on whatsoever grounds shall have been paid. (b) The customer shall store goods sold by Beesley & Fildes Ltd to the customer in such a way that they are readily capable of being identified as Beesley & Fildes Ltd property. Beesley & Fildes Ltd labels and markings shall not be removed before title shall have passed to the customer upon payment.

(c) The customer grants Beesley & Fildes Ltd a licence to enter at all times any premises in the occupation of the customer or to which the customer has access and where the goods to which title has not passed to the customer from Beesley & Fildes Ltd may then be situated. Beesley & Fildes Ltd shall then have the right to repossess goods sold by Beesley & Fildes Ltd which have not been paid for. (d) The customer shall not deal with the goods in any way other than in the normal course of the customer's business. Until such time as payment in full has been made of all sums payable in respect of goods, the customer shall not be entitled to sell or otherwise deal in or transfer the property in the goods (whether or not they have been attached to other products) except on the condition that as between the customer and Beesley & Fildes Ltd, the customer shall be deemed to be acting as Beesley & Fildes Ltd fiduciary agent. However nothing herein contained shall be construed so as to create any privity of contract between Beesley & Fildes Ltd and any person other than the customer. In the event of any sale or disposal of any of the goods to a third party whether or not they have been attached to other products: (i) The customer shall, if Beesley & Fildes Ltd so require, assign to Beesley & Fildes Ltd any right against the third party in respect of money due for such goods; (ii) If the customer receives money for such goods the customer shall act as Beesley & Fildes Ltd fiduciary agent and shall hold such monies in a separate account to identify the same as being Beesley & Fildes Ltd property; (iii) Beesley & Fildes Ltd shall account for any monies received that exceed the sum due from the customer to Beesley & Fildes Ltd in respect of goods sold; (iv) Where the goods have been sold together with any products to which they have become attached, the price payable by the third party shall be deemed to include a price in respect of the goods equal to the price payable by the customer to Beesley & Fildes Ltd. (e) In the event that Beesley & Fildes Ltd repossess goods Beesley & Fildes Ltd shall be absolutely entitled to resell the same or use them in Beesley & Fildes Ltd business as Beesley & Fildes Ltd may think fit. If Beesley & Fildes Ltd resell the same Beesley & Fildes Ltd shall be absolutely entitled to the proceeds of resale. (f) If Beesley & Fildes Ltd repossess goods the customer's liability in respect of the purchase price shall be extinguished without prejudice to any claim which Beesley & Fildes Ltd may have in respect of transport, storage or handling charges or in respect of damages of any kind.

**19. RISK:** All goods sold are at the sole risk of the customer after their delivery or collection. However, if Beesley & Fildes Ltd repossess goods risk shall pass to Beesley & Fildes Ltd on delivery to Beesley & Fildes Ltd or upon Beesley & Fildes Ltd collection of the goods.

**20. CONSUMER PROTECTION:** The statutory rights of the consumer as to the quality, fitness, or description of goods are not affected by these conditions of sale.





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