

CREDIT ACCOUNT

Application Form

www.ccftd.co.uk

Instructions for completing this form

- To be completed by the owner/director/company secretary of the company applying for credit
- Please read ALL sections of this form BEFORE starting to fill it in
- Please complete all sections of the form before signing this sheet (your signature will copy through to the Bank Status Enquiry Form)

The application comprises the following parts:

Part 1: Credit Account Application

- About your business: fill in names, addresses, trading style, credit limit required, etc.
- Please fill in names and home addresses of principals/directors and trade references
- Please provide your bank details
- Please do not sign this application until you have completed all four pages

Part 2: Status Enquiry: Continuing Specific Authority

- This is an instruction to your bank to provide CCF with a reference on request

Part 3: Customer Details and Electronic Trading Request

- Detach the front cover and retain it (our Conditions of Sale and Hire are on the reverse)
- Return the completed Credit Account Application and Bank Status Enquiry Authority to your CCF branch or representative, or post to the address on page 5

CCF

CCF Terms & Conditions of Sale - October 2002

1. Terms of Contract

- 1.1 These terms and conditions shall govern all sales of goods or services ("the Goods") by CCF Limited ("CCF") to any buyer ("The Buyer"). Purchase orders by the Buyer shall constitute offers to buy and no contract shall exist until the order has been accepted by CCF, and such contract shall be subject to CCF's terms and conditions herein set out. The conditions of the Buyer's purchase order shall not form part of the contract unless expressly agreed by CCF in writing. The Buyer's purchase order must be in writing and show item number, full description of Goods and quantity.
- 1.2 All orders accepted by CCF are only accepted under these terms and conditions, and to the exclusion of any other terms and conditions.
- 1.3 No variation of these conditions shall be effective unless in writing and signed by or on behalf of both parties. Notwithstanding any variation these conditions shall continue to apply except in so far as they are specifically excluded in writing by CCF. The Buyer acknowledges that there are no representations outside these terms and conditions which have induced him to enter into the contract.

2. Price

- 2.1 The price is exclusive of any VAT and any other tax which shall be paid by the Buyer.
- 2.2 The price of the Goods shall be CCF's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in CCF's published price list current at the date of acceptance of the order.
- 2.3 A quotation given by CCF will constitute an offer to treat only. Any order from the Buyer based on the quotation shall constitute an offer to buy and no contract shall exist until accepted by CCF as herein provided.
- 2.4 The time of payment of the price shall be of the essence of the contract.

3. Terms of Payment

- 3.1 Subject to any special terms agreed in writing between CCF and the Buyer, CCF shall be entitled to invoice the Buyer for the price of the Goods:
 - a) on or at any time after delivery of the Goods;
 - b) at any time after CCF has notified the Buyer that the Goods are ready for delivery but the Buyer has requested CCF to delay delivery;
 - c) in any case where the Buyer is to collect or make arrangements for collection of the Goods at any time after CCF has notified the Buyer that the Goods are ready for collection.
- 3.2 The due date for the payment by the Buyer of the price of the Goods shall be three days after the date of issue by CCF of the invoice for the Goods notwithstanding that delivery may not have taken place and the title to the Goods has not passed to the Buyer.
- 3.3 Without prejudice to the provisions of sub-clause 3.2, CCF will allow the Buyer the discretionary right to pay the price of the Goods by the last day of the month following the month in which CCF's invoice is dated (the discretionary date) until this discretionary right shall be withdrawn by CCF giving notice to the Buyer of such withdrawal. Notice shall not be given by CCF unless the Buyer shall be in default of any payment obligation on the part of the Buyer under any other contract entered into between the Buyer and CCF.
- 3.4 Any payment on account will be allocated against the Buyer's longest outstanding invoices first, as determined solely by CCF. 3.5 Where the Buyer fails to make any payment by the discretionary date then, without prejudice to any other right or remedy available to CCF, CCF reserves the right to charge interest on the amount unpaid at 4% over Barclays Bank base rate from time to time, calculated on a daily basis, from and including the discretionary date, until payment is received in full.

4. Goods in Transit

- 4.1 The Buyer hereby accepts the general conditions of any carrier employed by CCF. Neither CCF nor any carrier shall be liable for damage or loss of Goods in transit or for shortage on delivery unless notice in writing is given to the carrier concerned and CCF within 3 days of the date of delivery, or in the case of non-delivery or loss of Goods within 14 days from the date of despatch, and such other steps are taken by the Buyer (including, if necessary, shorter notice to the carrier concerned) as may be necessary to preserve the claim against the carrier.
- 4.2 In cases of Goods damaged or lost in transit to a destination abroad, the provisions of 4.1 shall apply, save that CCF and the carrier concerned must be notified in writing within 7 days of the date of delivery of Goods or (if lost) within 45 days from the date of despatch.

5. Delivery

- 5.1 Delivery will be made to the Buyer at a United Kingdom site as agreed. Delivery dates and times are given in good faith but are estimates for information purposes only. No liability will attach to CCF for failure to meet quoted delivery dates or times. Time of delivery shall not be of the essence.
- 5.2 CCF shall be entitled to use any method of transportation it may select for despatch of the Goods.
- 5.3 CCF shall provide the Buyer with any documents or certificates necessary to enable the Buyer to accept delivery. The Buyer shall be responsible for unloading and storage of the Goods upon delivery to the specified site. If through the Buyer's default, delivery may not be accepted, without prejudice to any other right or remedy available to CCF, the Buyer shall pay any extra costs incurred by CCF.
- 5.4 The cost of carriage and any packing which at its sole discretion CCF deems necessary shall be charged to the Buyer in addition to the price of the Goods.

6. Storage

- 6.1 Where CCF has notified the Buyer that the Goods are ready for delivery, the Buyer shall take delivery or arrange for storage. If the Buyer does not so take delivery or arrange for storage within 7 days of notification, CCF shall be entitled to invoice and be paid for the Goods as though the Goods had been duly delivered in accordance with these instructions and CCF may arrange storage either at CCF's own premises or elsewhere on the Buyer's behalf and all charges for storage, insurance and demurrage shall be payable by the Buyer.

7. Title, Property and Risk

- 7.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the title to and the property in the Goods shall not pass to the Buyer until CCF 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 CCF to the Buyer for which payment is then due.
- 7.2 Until title to and the property in Goods passes to the Buyer, the Buyer shall not pledge the Goods or documents of title thereto, or allow any lien to arise thereon. The Buyer shall keep the Goods separate and identified as the property of CCF, and properly stored, protected and insured.
- 7.3 Until such time as the title to and property in the Goods passes to the Buyer, CCF, without prejudice to any other right or remedy available to it, shall be entitled at any time to require the Buyer to deliver up the Goods to CCF 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.
- 7.4 Risk of loss or of damage to the Goods shall pass to the Buyer:
 - a) in the case of Goods for collection from CCF's premises, 3 days after the time when CCF notifies the Buyer that the Goods are available for collection;
 - or b) in the case of Goods to be delivered otherwise than at CCF's premises or if the Buyer fails to take delivery of the Goods, at the time of despatch by CCF.

8. Cancellation of Order

- 8.1 The Buyer with CCF's consent, which shall not be unreasonably withheld, may cancel any order for Goods held in stock by CCF at the date of such order and by a minimum of 48 hours written notice, provided that the Buyer shall pay a cancellation charge equivalent to 20% of the order price of the Goods and reimburse CCF all costs incurred by CCF to any third party in relation to that order.
- 8.2 An order for non-standard Goods other than those held in stock by CCF at the date of the Buyer's order, may not be cancelled once an order has been accepted by CCF.
- 8.3 Each delivery of Goods will be considered as a separate order for the purpose of this clause.

9. Defective Goods

- 9.1 If the Buyer notifies CCF in writing within 28 days of delivery of the Goods that they are defective, and returns the defective Goods to CCF at its own expense and risk, CCF will at its option replace or repair without charge the defective Goods or any defective component part of such Goods or credit the Buyer with the price of such Goods.
- 9.2 In respect of Goods defective in manufacture, CCF will endeavour to arrange for the manufacturer's warranty to extend to the Buyer.
- 9.3 CCF will not be liable hereunder in any way if, when the Goods which the Buyer alleges are defective are tested or examined by CCF, the alleged defect appears to have been caused by the Buyer's misuse, neglect, improper installation, any cause beyond the range of intended use of the product, or by accident, fire or other hazard.
- 9.4 Unless otherwise provided in this Agreement and, except in respect of death or personal injury caused by CCF's negligence, CCF shall not be liable to the Buyer 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, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of CCF, its employees or agents or otherwise which arise out of or in connection with the supply of Goods or the provision of services or their use by the Buyer. The entire liability of CCF shall not exceed the contract price.

10. Non-Defective Goods

- 10.1 The return of non-defective Goods may only be considered by CCF provided that all of the following conditions are met:
 - a) the Goods are standard Goods normally held in stock by CCF;
 - b) the Goods have been purchased from CCF and proof of such purchase can be provided to CCF by the Buyer;
 - c) the Goods are in a re-saleable condition;
 - d) the Buyer agrees to pay a restocking charge equivalent to 40% of the order price of the Goods;
 - e) the Buyer agrees to return the Goods to CCF at the Buyer's expense.
- 10.2 Non-standard Goods may not be returned by the Buyer to CCF under any circumstances.

11. Force Majeure

- CCF shall not be liable for non-performance or delay in performance or for any loss or damage to the Goods due to act of God, war, riot, embargo, labour dispute, civil commotion, fire, theft, shortage of labour or materials, confiscation, delays in delivery or services of manufacturers, suppliers and sub-contractors, prohibition of import or export or any other unforeseen event (whether or not similar in nature to those specified) outside its reasonable control.

12. Default of the Buyer

- If the Buyer shall commit a breach of these conditions or of any of its obligations to CCF or if any arrestment, distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with its creditors, or become subject to an administration order, or commit any act of bankruptcy, or become apparently insolvent or grant a trust deed for its creditors, or if any petition or receiving order in bankruptcy shall be presented or made against it, or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business (other than for the purposes of amalgamation or reconstruction) shall be passed or presented, or if a petition for the appointment of an administrator to such company shall be presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, or if CCF considers the arrangements for payment by the Buyer or the Buyer's credit to be unsatisfactory, CCF shall, at its sole discretion, have the right forthwith to terminate any contract subsisting with the Buyer, without prejudice to any claim or right or remedy available to CCF or render an invoice for the full balance of the orders not then completed.

13. Installation of Goods supplied by CCF

- 13.1 Where the Goods supplied includes installation by CCF or its agents, the prices quoted by CCF to the Buyer will assume that:
 - a) the site is ready for installation to commence at the agreed time;
 - b) installation is to be completed within normal working hours;
 - c) site access is available at all times necessary to complete the installation;
 - d) adequate mechanical lifting equipment is provided by the Buyer in the event that installation is to be carried out above ground level.
- 13.2 Should any of the conditions set out in 13.1 not be met, CCF shall charge the Buyer for the excess at CCF's current rates (including travel and overtime rates).
- 13.3 It is the Buyer's responsibility to provide a safe environment for CCF's employees and/or contractors to carry out the installation. Without detracting from the generality of the foregoing such provision must include heating, lighting and power supplies.
- 13.4 Protection of carpets, furniture and other vulnerable items is the responsibility of the Buyer.
- 13.5 If according to CCF, the form of services or the terms of engagement under which the quotation has been provided change in any manner, CCF reserves the right to vary or amend the quotation.

14. Warranties

- 14.1 There are no warranties, conditions, guarantees or representations whether express or implied by statute or otherwise, orally or in writing, except as provided herein.
- 14.2 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.
- 14.3 Where 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.

15. Quantity Estimate

- Subject to prior agreement in writing, CCF will not provide any on-site services for the Buyer. Any estimate of the quantity of Goods required by the Buyer prepared by CCF is for guidance only and will be based on information provided by the Buyer to CCF. Any such estimate does not constitute an offer capable of acceptance and CCF accepts no liability for the accuracy thereof. When providing an estimate, CCF does not include any allowance for additional materials, for wastage or installation and the Buyer must check the estimate prior to ordering from CCF. If the estimate is inaccurate or the form of services or the terms of engagement under which the estimate is provided change in any manner, then CCF reserves the right to vary or amend the estimate as it sees fit.

16. Insurance

- The Buyer shall insure the Goods, whether or not installed, against fire, theft, damage and other normal insurance risks, for their replacement cost. Where on-site works are executed at the Buyer's or any third party premises by CCF or its sub-contractors, the Buyer shall notify their insurers of such works taking place and ensure that they are fully covered for the duration of the works.

17. General

- 17.1 These conditions constitute the entire agreement between the parties and supersede all prior agreements and understandings between them.
- 17.2 A waiver of any provision must be in writing to be effective and a waiver of any provision, or a failure or delay to exercise any right, shall not constitute a waiver of any subsequent breach of the same or any other provision.
- 17.3 Invoices must be paid in full with no deduction or set off in respect of monies or liabilities which the Buyer may claim to be payable by any Travis Perkins Group company other than CCF in respect of any other contract. Travis Perkins Group refers to Travis Perkins plc and any subsidiary thereof.
- 17.4 The provisions of these conditions are severable and if any one or more such provisions are judicially determined to be unenforceable in whole or in part the remaining provisions shall nevertheless be binding on and enforceable by the parties hereto.
- 17.5 The headings in these conditions are for convenience only and shall not affect their interpretation.
- 17.6 The contract shall be governed by and interpreted in accordance with English Law.

Enquiry to: The ManagerBank name _____ Sort Code -- Account Number Address _____

Postcode _____

Fee. Please charge your fee for this enquiry to the CCF MasterCard Account number: **Information Requested.** We request your opinion as to the means and standing of:Name of customer _____ Bank Account Number Address _____

Postcode _____

And his/her trustworthiness of business to the extent of £ _____

Enquiry From:**CCF Limited
New Accounts
27-28 Suttons Business Park
London Road
Reading
RG6 1AZ
Telephone: 0118 949 1092**

All correspondence relating to this application should quote the following reference:

Continuing Specific Authority (To be completed by the person who is subject of the authority)

I/We: _____

Consent to: _____ Bank plc

Providing a reference to: **CCF Limited**Signature of Applicant Date _____ Print name

Head Office: CCF Limited, 27-28 Suttons Business Park, London Road, Reading RG6 1AZ

CCF

This information will assist us in understanding and meeting your requirements.

Main Purchasing Contact

Name _____ Position _____
 Location _____ Email _____
 Telephone _____

This form must be completed in full for your account to be opened. If we require further information to process your application, we will contact you.

Description of Business: Please tick the appropriate box

01A Medium Large Contractor Including Management Companies	<input type="checkbox"/>	05J Flooring Companies	<input type="checkbox"/>
01B Jobbing Builder	<input type="checkbox"/>	05K Damp Proofing And Timber Treatment Companies	<input type="checkbox"/>
01C Maintenance Contractor	<input type="checkbox"/>	05L Joiners and Carpenters	<input type="checkbox"/>
02A House Builder/ Developer 100+ Units A Year	<input type="checkbox"/>	05M Conservatory & PVC Window Suppliers/Installers	<input type="checkbox"/>
02B House Builder/ Developer 10 - 100 Units A Year	<input type="checkbox"/>	05N Interior Contractors	<input type="checkbox"/>
02C House Builder/ Developer 0 - 10 Units A Year	<input type="checkbox"/>	05O Industrial Plaster Users	<input type="checkbox"/>
03A P+H Installation And Maintenance Contractors	<input type="checkbox"/>	06A Churches And Museums	<input type="checkbox"/>
03B Mechanical Engineering, H + V / Air Con. Contractors	<input type="checkbox"/>	06B Major Installations / Power Stns./ Airports/ Factories	<input type="checkbox"/>
04A Joinery Shops	<input type="checkbox"/>	06C Shops/ Restaurants/ Pubs/ Hotels/ Private Nursing Homes	<input type="checkbox"/>
04B Timber Frame Manufacturer	<input type="checkbox"/>	06D Leisure Parks/ Caravan/ Mobile Home Parks	<input type="checkbox"/>
04C Set Design And Manufacture Companies	<input type="checkbox"/>	06E Farmers	<input type="checkbox"/>
04D Shop/ Office Fitters	<input type="checkbox"/>	06F Market Gardeners And Garden Centres	<input type="checkbox"/>
05A Ground Workers And Drainage Companies	<input type="checkbox"/>	06G DIY/ Individual	<input type="checkbox"/>
05B Civil Engineering Companies	<input type="checkbox"/>	07A Local Authority	<input type="checkbox"/>
05C Plastering And Artexing Contractors And Dry Lining Companies	<input type="checkbox"/>	08A Housing Associations	<input type="checkbox"/>
05D Roofing Contractors	<input type="checkbox"/>	09A Self Build	<input type="checkbox"/>
05E Painters And Decorators	<input type="checkbox"/>	10A Merchants And Second Line Suppliers Inc. DIY Shops	<input type="checkbox"/>
05F Specialist Insulation Installers	<input type="checkbox"/>	10B Building Services - Architects/ Surveyors/ Consultants/ Design Cons.	<input type="checkbox"/>
05G Specialist Kitchen Installers	<input type="checkbox"/>	Other: (Please specify) _____	
05H Electrical And Engineering Contractors	<input type="checkbox"/>		
05I Landscape Gardeners And Paving Layers	<input type="checkbox"/>		

Electronic Trading – www.trademate.co.uk

Would you like to register for our FREE TRADEMATE service, giving you online access to CCF products and services 24 hours a day, 7 days a week, including:

- Product Information
- Pricing & Online Quotations
- Branch Locator
- Estimating Service
- News & Updates
- Online Ordering
- Copy Invoices & Statements
- E-billing Service

Yes, please register me for Trademate and send me my User ID and Password.

Name (if different from purchasing contact) _____
 Email _____
 Position _____

