

CREDIT ACCOUNT Application Form

www.travisperkins.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 Travis Perkins 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 Travis Perkins branch or representative, or post to the address on page 5



Travis Perkins

GENERAL

- (a) In these conditions, "we" or "us" means the member company of the Travis Perkins plc Group specified in the contract for the sale of goods to you and "you" means the buyer, and "our" and "your" shall be construed accordingly.
(b) These conditions apply to all sales of goods by us and shall prevail over any other terms or conditions contained or referred to in your order or in correspondence or elsewhere or implied by trade, practice or course of dealing unless such other terms or conditions are specifically agreed in writing by one of our Directors. No variation or exclusion of these conditions shall be effective unless agreed in writing in advance by one of our Directors. No terms or conditions of any main building contract or sub-contract shall affect these conditions whether or not we have notice of them.
(c) A person who is not a party to a contract with us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract. You may not assign the contract or any part of it without our prior written consent.
(d) If any provision of the contract is found by any court or other competent body to be wholly or partly illegal, invalid, or unenforceable, it shall to the extent of such illegality, invalidity, or unenforceability be deemed severable and the remaining provisions of the contract shall continue in full force and effect.
(e) The heading above each condition is for reference only and shall not affect the interpretation and effect of these conditions.
(f) Any typographical error or clerical omission in any sales literature, quotation, price list, or other document issued by us may be corrected without liability on our part.

QUOTATIONS AND ESTIMATES

- 2. A quotation given by us is an invitation to treat and not an offer. We may withdraw or amend any quotation at any time prior to our acceptance of your order, which will occur when we issue a written acknowledgement or when we begin to process your order, whichever is the earlier.
3. You acknowledge that you do not rely on any representations made by our employees or agents. Any estimate of quantities needed or advice as to the suitability of any goods for any particular purpose given by our employees or agents, is given without liability on our part. You are responsible for ascertaining the quantities required and the suitability of the goods for their purpose.

PRICE

- (a) Subject to clause 4(c), the price payable shall be as published in our current price list at the time of delivery, even if this differs from the price stated in any quotation given by us, unless the price quoted was not a list price current at the time of the quotation.
(b) Subject to clause 4(c), if there is no list price for the goods sold, or if the price quoted was not a list price current at the time of the quotation, the price payable shall be the price stated in the quotation, provided that we have accepted the order within the period stated in the quotation.
(c) We may make such alterations to our price list as we think fit. In particular we may at any time and without notice to you revise the price payable for the goods sold to take account of increases in costs including, without limitation, costs of any goods or materials carriage over or undersea or increase or imposition of any tax duty or other levy and any variation in exchange rate since the date of preparation of the current price list or in (cases falling within clause 4(b)) acceptance of the order.
(d) Prices are exclusive of Value Added Tax which shall be payable at the rate prevailing at the tax point.
(e) Unless we otherwise agree in writing we may charge you the cost of transport of the goods to the destination requested by you.

TERMS OF PAYMENT

- (a) You may open a credit account, subject to satisfactory credit references being obtained and at our discretion. Payment for goods supplied on a credit account shall be due not later than the last day of the month following the month of delivery of the goods. If you default in making payment, the entire balance of your account shall be payable forthwith and we may charge interest on the account, together with costs and expenses, in accordance with clause 5(d).
(b) For all other transactions payment shall be in cash with the order or, at our discretion, on delivery.
(c) You may not withhold or set off payment of any amount due to us.
(d) If you do not make any payment on the due date then, without prejudice to any other right or remedy available to us, and whether or not any part of your account is subject to query, we may:
(i) cancel the contract or suspend any further deliveries to you;
(ii) appropriate any payment made by you to such of the goods (or the goods supplied under any other contract between you and us) as we may think fit; and
(iii) charge you interest at the rate of 4% above the base rate from time to time of National Westminster Bank PLC on the unpaid balance, to accrue on a day to day basis from the due date for payment until receipt by us of the full amount whether before or after any judgment; and
(iv) be indemnified by you against all costs and expenses incurred by us in recovering sums due or in exercising our rights pursuant to clause 5.
(e) If you are an existing credit account customer and intend, being a company, to alter your constitution or, being a sole trader or partnership, to become incorporated or amalgamated with others, you must give prior written notice to us of the intended change. If you wish to continue credit account facilities following the intended change, Continuance of trading after the change shall be at our discretion and only deemed undertaken by us if a written acknowledgment is issued by our Credit Controller or one of our Directors. You agree that we may obtain, retain, and provide to third parties, references as to your financial standing.

- 6. Delivery will occur when the goods are ready for unloading at the delivery address, or when you take possession of the goods at our premises, whichever is the earlier. Delivered goods or times mentioned in any quotation or order are approximate and not part of any contract and we shall not be liable to you if we do not deliver or on at any particular date or time, nor shall time be of the essence of any contract.

- (b) We will deliver to site on the understanding that there is a suitable road to the point where delivery is requested. If no such road exists delivery will be made to the nearest point to which, in the opinion of the driver, the vehicle can safely proceed and unload. Except for use of a vehicle mounted crane, you will provide all necessary labour and equipment required to unload materials promptly, and will indemnify us against any cost claim loss or damage arising from unloading.
(c) If you do not take delivery of goods delivered in accordance with the contract we shall be entitled to immediate payment in full for such goods. We may store such goods at your risk and you shall in addition to the purchase price pay all costs of storage and any additional costs incurred as a result of you not taking delivery.
(d) On our request, we will within 3 months of delivery, provide evidence of delivery of goods ordered, such as a copy of a delivery note. If you do not raise any query about delivery within such period, the goods shall be deemed to have been delivered in accordance with your order.

RISK AND TITLE TO GOODS

- 7. The risk in the goods shall pass to you upon delivery.
(a) Until we have been paid in full the price of the goods and all other goods agreed to be sold by us to you for which payment is then due together (where applicable) with the costs of packing and delivery, the goods shall remain at our risk and we shall be liable to you for any loss of or damage to the goods during their passage to you.
(i) We shall retain ownership of the goods; but you shall if required by us store the goods in such a way as clearly to show our ownership of them and you shall tell us immediately where the goods are situated.
(ii) You shall afford us access to the goods during normal business hours whether they are upon land occupied by you or your customers and you shall deliver the goods up to us at our request and allow us to remove them. For this purpose you hereby grant an irrevocable right and licence to our employees or agents to enter upon the said land and to remove or to use vehicles during normal business hours.
(iii) You may sell and deliver the goods to third parties in the ordinary course of your business, acting towards such third parties as a principal and not as our agent, but you shall hold all proceeds of sale on trust for us in a separate bank account, you hereby assigning to us all rights and claims which you may have against your customers arising from such sales until full payment is made as aforesaid.
(b) The authority given to you under clause 8(a)(ii) will continue until we notify you otherwise or until the happening of any of the following events (whichever is earlier):
(i) any notice to you that an administrative receiver or other receiver or manager is to be or has been appointed in respect of your undertaking or a material part thereof or other property or assets of yours;
(ii) any notice to you that a petition to wind you up is to be or has been presented to you under Section 124 of the Insolvency Act 1986 or otherwise or any notice to you of a proposal to pass a resolution to wind you up (including any proposal by you to do so);
(iii) a decision by you to make a voluntary arrangement or composition with your creditors or any notice to you and/or any of your creditors that a proposal for the same is to be or has been made;
(iv) you becoming unable to pay your debts as such expression is defined by the Insolvency Act 1986; or
(v) any notice to you that you are to be the subject of a petition for an administration order or the making of any administration order in respect of you;
(c) On receipt of written notice from us or on the happening of any of the events set out in clause 8(b), your authority to sell our goods shall immediately be withdrawn and all such goods and products made therefrom shall immediately be delivered to us at your cost and risk.
(d) We will not accept liability for shortages in quantities delivered unless you notify us of any claim for short delivery within 2 working days of delivery. Our liability shall be limited to making good the shortage.
(e) Save as set out in these conditions and save for liability for death or personal injury resulting from our negligence and save for breach of our undertakings as to title implied by statute, all express or implied conditions, representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded. We shall not be liable for any consequential, indirect or economic loss or for any loss of profits, business, revenue, goodwill or anticipated savings, (whether arising from breach of contract, tort, breach of statutory duty, misrepresentation or otherwise) after the date of delivery.
(f) We will not accept liability for shortages in quantities delivered unless you notify us of any claim for short delivery within 2 working days of delivery. Our liability shall be limited to making good the shortage.

LIABILITY

- (a) You shall inspect the goods upon delivery. We will make good to you at our option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified in writing to us, in the case of any defect discoverable upon reasonable examination, such notification must be made within 2 working days from the date of delivery and, in the case of any defect not discoverable upon reasonable examination, such notification must be made within 2 working days of the date such defect is actually discovered provided that:
(i) our above obligations do not extend to defects caused by willful damage, negligence (other than by our employees or agents), fair wear and tear, alteration or repair of the goods without our prior written approval, or incorrect storage, application, movement or installation;
(ii) we are not responsible either for the cost of removing any defective goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement goods unless this cost has been previously agreed in writing by one of our Directors; and
(iii) our above obligations only apply for twelve months from the date of delivery.
(b) We will not accept liability for shortages in quantities delivered unless you notify us of any claim for short delivery within 2 working days of delivery. Our liability shall be limited to making good the shortage.
(c) Save as set out in these conditions and save for liability for death or personal injury resulting from our negligence and save for breach of our undertakings as to title implied by statute, all express or implied conditions, representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded. We shall not be liable for any consequential, indirect or economic loss or for any loss of profits, business, revenue, goodwill or anticipated savings, (whether arising from breach of contract, tort, breach of statutory duty, misrepresentation or otherwise) after the date of delivery.
(d) Where there are special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such order.
(e) If you are a consumer (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) your statutory rights are not affected by these conditions.
(f) On request, we will provide information about any guarantee offered by a manufacturer and available to you in respect of the goods.

MEASURES

- 10. We may supply goods in either metric or imperial sizes in the nearest equivalent measure and goods may be charged in metric measure allowing for conversion.
PACKAGING AND WEIGHT
11. (a) We may charge for any special packaging to cover the cost of labour and materials. We will charge for pallets, crates and cases but charges will be credited in full if items are returned to us carriage paid and in good condition, within 7 days of delivery.
(b) You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licences relating to such waste. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this clause.

CANCELLATION OF ORDERS

- (a) Subject to clause 12(b), we may at our discretion accept or reject the cancellation of any order after we have accepted it. If we decide to accept the cancellation of such order, this acceptance shall be on such terms as we specify. We will not accept the cancellation of an order for goods which are to be specially made or obtained nor will allowance be made in respect of such goods where they are subsequently returned.
(b) Where you are a "consumer" under a "distance contract", both as defined in the Consumer Protection (Distance Selling) Regulations 2000, you may cancel the order within 7 working days after the day after the goods are delivered. You must then either return the goods to the branch from which they were delivered or request us to collect the goods; or the latter case you will be liable to pay our costs of collection. You will not have a right of cancellation where the goods are made to your specification or are personalized or are liable to deteriorate or expire rapidly.

RETURN OF GOODS

- 13. Subject to clause 12(b), we may at our discretion accept or reject the return of any goods which have been incorrectly ordered. If we decide to accept the return of such goods, this acceptance shall be on such terms as we specify and in particular we may charge you for the carriage and handling of such goods. We will not accept the return of goods which are liable to deteriorate or expire rapidly.

FORCE MAJEURE CLAUSES

- 14. We shall be under no liability for any loss, damage, delay or expenses caused wholly or in part by Act of God, outbreak of war, civil commotion, governmental policies or restrictions or control, including restrictions of export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves us, our employees or agents, or by any other event whatsoever which is beyond our control, and in any such circumstances, we may omit goods from, or cancel, your order, or postpone delivery of the goods ordered.

BANKRUPTCY OR INSOLVENCY

- (a) If you make a proposal for or enter into a scheme of arrangement or a composition with your creditors or fail to comply with a statutory demand for the repayment of a debt within the time allowed or become apparently insolvent, or
(b) where you are an individual or, where you are a partnership, in the case of any individual partner an application is made to the court under Part VI11 of the Insolvency Act 1986 for an interim order for the purpose of a voluntary arrangement or an order is made for the administration of your estate pursuant to Part VI of the County Courts Act 1984 or a bankruptcy petition relating to you is presented to the court or you are adjudged bankrupt, or
(c) where you are a company a petition for an administration order is presented to the court pursuant to Part II of the Insolvency Act 1986 or you pass a resolution or the court makes an order that you shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or a receiver or administrative receiver is appointed of any of your assets or undertakings or circumstances arise which entitle the court or a creditor to appoint a receiver or administrative receiver, or
(d) where you are either a company or a partnership circumstances arise which entitle the court to make a winding-up order, or
(e) whether you are a company, a partnership or an individual you take or suffer any similar action in consequence of debt, we may stop any goods in transit and suspend further deliveries and may forthwith terminate the contract without prejudice to the continuation of our rights hereunder and to any existing claims.

NON-WAIVER OF RIGHTS

- 16. The failure by either you or us to exercise or enforce any right conferred by the contract shall not be a waiver of any such right nor bar the exercise or enforcement of such right at any time thereafter.

HEALTH & SAFETY

- 17. Certain products supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such products is available from us. You undertake that you will ensure compliance so far as is reasonably practicable by our employees, agents, and customers with any instructions given by us or the manufacturer and will take any other steps or precautions, having regard to the nature of the goods, as we may require to preserve the health and safety of any person handling, using or disposing of them.

NOTICES

- 18. Any notices hereunder shall be in permanent readable form and shall be deemed properly delivered if addressed to the principal place of business or last known address. Any notice hereunder shall be deemed to have been delivered, if sent by post, 2 days after posting, and if sent by fax, on the next working day after transmission.

APPLICABLE LAW

- (a) Subject to clause 19(b) the contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.
(b) If you are domiciled in Scotland within the meaning of the Civil Jurisdiction and Judgments Act 1982, or the goods are delivered to your place of business or at your direction in Scotland, then the contract shall be governed by and construed in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the Scottish courts.

May 2003

1 INTERPRETATION

- 1.1 In these conditions the following words have the following meanings:
"Contract" means a contract which incorporates these conditions and made between you and us for the hire of Hire Goods
"Deposit" means any advance payment required by us in relation to a contract which is to be held by us as security.
"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
"Hire Goods" means any item, together with any accessories hired to you as specified in a Contract
"Hire Period" means the period commencing when you hold the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by you into our possession, or (ii) the physical repossession or collection of Hire Goods by us;
"Liability" means liability in respect of any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;
"Rentals" means our charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;
"Services" means the services and/or work (if any) to be performed by us for you in conjunction with the hire of Hire Goods including any delivery and/or collection.
"we" or "us" means any member company of the Travis Perkins plc Group, as specified in the Contract and will include its employees, agents and/or duly authorized representatives;
"you" means the person, firm, company or other organisation hiring Hire Goods, and "your" shall be construed accordingly;

2 BASIS OF CONTRACT

- 2.1 Hire Goods are hired to you on the understanding that they being available for hire at the time required by you. We will not be liable for any loss suffered by you because the Hire Goods are unavailable for hire where this is due to circumstances beyond our control.
2.2 If you are an individual and the hire would be covered by the Consumer Credit Act 1974 the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.
2.3 Nothing in this Contract shall exclude or limit any of your statutory rights to the extent they may not be excluded or limited because you are acting as a consumer. Where you are acting as a consumer any provision which is marked with an asterisk (*) shall be subject to the approval of the Competition and Consumer Commission or the Trading Standards Department or Citizens Advice Bureau.

3 PAYMENT

- 3.1 The amount of any Rental, Rental and/or charges for any Services shall be as quoted to you or otherwise as shown in our current price list from time to time. Where a Deposit is required, you must pay the advance of you hiring the Hire Goods. We may also require an initial payment on account of the Rental in advance of you hiring the Hire Goods.
3.2 You shall pay to us the Rental, charges for any Services, and/or any other sums payable under the Contract at the time and in the manner agreed. Our prices are, unless otherwise stated, exclusive of any applicable VAT which you shall also pay.
3.3 Payments by you on time are an essential condition of the Contract. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.
3.4 If you fail to make payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of National Westminster Bank plc. This interest shall be compounded with quarterly rests.
3.5 You shall pay all sums due to us without any set-off, deduction, counterclaim and/or any other withholding of monies.
3.6 We may set a reasonable credit limit for you. We reserve the right to terminate or suspend the Contract if following it to continue would result in you exceeding your credit limit or the credit limit is already exceeded.

4 RISK OWNERSHIP AND INSURANCE

- 4.1 Risk in the Hire Goods will pass immediately to you when they leave our physical possession or control. This shall apply even if we have agreed to cease charging the Rental.
4.2 Ownership of the Hire Goods remains with us at all times. You have no right, title or interest in the Hire Goods except that they are hired to you.
4.3 You must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However you may re-hire the Hire Goods to a third party with our prior written consent.
4.4 We may provide reasonably priced insurance of the Hire Goods at additional cost to the Rental. Alternatively we may require you to insure the Hire Goods on such reasonable terms and for such reasonable risks as we may specify. The proceeds of any such insurance shall be held by you in trust for us and be paid to us on demand. You must not compromise any claim in respect of the Hire Goods and/or any associated insurance without our written consent.

5 DELIVERY, COLLECTION AND SERVICES

- 5.1 It is your responsibility to collect the Hire Goods from us and return them to us at the end of the Hire Period. If we agree to deliver or collect the Hire Goods to and/or from you, we will do so at our standard delivery cost and such delivery and/or collection will form part of the Services.
5.2 Where we provide Services the persons performing the Services are deemed to be your servants or agents and they are under your direction and control. You shall be solely responsible for any instruction, guidance and/or advice given by you to any such person and for any damage which occurs as a result of such person following your instructions, guidance and/or advice except to the extent that such person is negligent.
5.3 You will allow and/or procure sufficient access to and from the relevant site and sufficient unloading space, facilities, equipment and access to power supplies and utilities for our employees, sub-contractors and agents to allow them to carry out the Services. You will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.
5.4 If any Services are delayed, postponed and/or cancelled due to you failing to comply with your obligations you will be liable to pay our additional standard charges from time to time for such delay, postponement and/or cancellation except where you are acting as a consumer and the delay is due to a Force Majeure event.

6 CARE OF HIRE GOODS

- 6.1 You shall:
6.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to you;
6.1.2 notify us immediately after any breakdown, loss and/or damage to the Hire Goods;
6.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
6.1.4 notify us of any change of your address and upon our request provide details of the location of the Hire Goods;
6.1.5 permit us at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
6.1.6 keep the Hire Goods at all times in your possession and control and not remove the Hire Goods from the United Kingdom without our prior written consent;
6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that we have agreed to provide them as part of any Services;
6.1.8 not do or omit to do anything which may be deemed to invalidate any policy of insurance related to the Hire Goods which is notified to you;
6.1.9 not continue to use Hire Goods where they have been damaged and will notify us immediately if Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and
6.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.
6.2 The Hire Goods must be returned to us in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

7 BREAKDOWN

- 7.1 Allowance will be made in the Rental for any non-use of the Hire Goods due to breakdown caused by an inherent fault and/or fair wear and tear on condition that you inform us as soon as practicable of the breakdown.
7.2 You shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by us arising from any breakdown of the Hire Goods due to your negligence, misdirection and/or misuse of the Hire Goods.
7.3 We will at our cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault. You will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or our negligence while carrying out routine maintenance and/or repairs.
7.4 You must not repair or attempt to repair the Hire Goods unless authorised to do so by us in writing.

8 LOSS OR DAMAGE TO THE HIRE GOODS

- 8.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault, you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit to re-hire and to pay the Rental, in accordance with clause 8.3, until such repairs and/or cleaning have been completed.
8.2 You will pay to us the replacement cost of any Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to us under any policy of insurance taken out in accordance with these conditions.
8.3 You shall pay the Rental up to and including the day that you notify us of any loss or damage to the Hire Goods. If the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until we have repaired or replaced the Hire Goods you shall pay, as a genuine estimate of lost rental profit, a sum as liquidated damages equal to two thirds of the Rental that would have applied for such period of time. We shall use our reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.2.

9 TERMINATION BY NOTICE

- 9.1 If the Hire Period has a fixed duration, subject to clause 10 neither we nor you may terminate the Contract before the expiry of that fixed period unless you and we agree.
9.2 If the Hire Period does not have a fixed duration either you or we may terminate the Contract upon giving to the other party any agreed period of notice.
9.3 If no period of notice has been agreed you may terminate the Hire Period by the physical return of the Hire Goods to us and we may terminate the contract by giving not less than 14 days' notice to you.

10 DEFAULT

- 10.1 If you:-
10.1.1 fail to make any payment to us when due without just cause;
10.1.2 fail to breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
10.1.3 persistently breach the terms of the Contract;
10.1.4 provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
10.1.5 pledge, charge or create any form of security in favour of any Hire Goods, or cease or threaten to cease to carry on business, or propose to compound with your creditors, apply for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any of your property, have a Bankruptcy Petition presented against you or you take or suffer any similar action in any jurisdiction;
10.1.6 being a company, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of your assets, any attachment order is made against you, or any other legal process is levied on any of your property or you take or suffer any similar action in any jurisdiction;
10.1.7 appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract; and/or
10.1.8 appear reasonably to us to be about to suffer any of the above events; then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 10.2 below.
10.2 If any of the events set out in clause 10.1 above occurs in relation to you then:-
10.2.1 we may terminate the Contract at once as a consumer we may enter, without prior notice, any of your premises (or premises of third parties with their consent) where Hire Goods may be stored and repossess any Hire Goods;
10.2.2 we may withhold the performance of any Services and cease any Services in progress under this and/or any other contract with you;
10.2.3 we may immediately cancel, terminate and/or suspend without liability to you the Contract and/or any other contract with you; and/or
10.2.4 "all monies owed by you to us shall immediately become due and payable.
10.3 Our repossession of the Hire Goods shall not affect our right to recover from you any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods.
10.4 Upon termination of the Contract you shall immediately:
10.4.1 return the Hire Goods to us or make the Hire Goods available for collection by us as requested by us; and
10.4.2 pay to us all arrears for Rentals, charges for any Services, and/or any other sums payable under the Contract.

11 LIMITATIONS OF LIABILITY

- 11.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
11.2 If we are found to be liable in respect of any loss or damage to your property the extent of our liability will be limited to the retail cost of replacement of the damaged property.
11.3 Any defective Hire Goods must be returned to us for inspection if requested by us before we have any Liability for defective Hire Goods.
11.4 We shall have no Liability to you if, without just cause, any monies due in respect of the Hire Goods and/or the Services has not been paid in full by the due date for payment.
11.5 We shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by your continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to you.
11.6 You shall give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs and/or expenses in remedying the matter. If you do not do so we shall have no Liability to you.
11.7 We shall have no Liability to you to the extent that you are covered by any policy of insurance arranged as a result of the Contract and you shall ensure that your insurers waive any and all rights of subrogation which they may have against us.
11.8 We shall have no Liability to you for any:-
11.8.1 "consequential losses (including loss of profits and/or damage to goodwill);
11.8.2 economic and/or other similar losses;
11.8.3 special damages and indirect losses; and/or
11.8.4 business interruption, loss of business, contracts and/or opportunity.
11.9 Our total Liability to you under any and all provisions of any Contract shall not exceed 5 times the amount of the Rental and charges for Services (if any) under that Contract or the sum of £1,000 whichever is the higher. To the extent that any Liability of us to you would be met by any insurance held by you then our Liability shall be extended to the extent that such Liability is met by such insurance.
11.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
11.10.1 Liability for breach of contract;
11.10.2 *Liability in tort (including negligence); and
11.10.3 *Liability for breach of statutory and/or common law duty; except clause 11.9 above which shall apply only in respect of all of the said types of Liability.
11.11 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

12 GENERAL

- 12.1 Upon termination of the Contract the provisions of clauses 3.2, 3.4, 3.5, 8.1, 8.2, 8.3 shall continue in full force and effect.
12.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
12.3 You shall be liable for the acts and/or omissions of your employees, agents, and/or subcontractors as though they were your own acts and/or omissions under this Contract.
12.4 You agree to indemnify and keep indemnified us against any and all losses, lost profits, damages, claims, costs (including legal fees) on a full indemnity basis, actions and any other losses and/or liabilities suffered by us and arising from any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by you.
12.5 We will not be liable for any breach of this Contract shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
12.6 We shall have no Liability to you for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure event. If we are affected by any such event then time for performance shall be extended to a period equal to the period that such event delayed such performance.
12.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This shall not apply to any finance company with whom we have an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to our consent, have the right to enforce this Contract as if they were us. This Contract is governed by and interpreted in accordance with English law and we and you agree to submit to the non-exclusive jurisdiction of the English courts.
May 2003

Your Business Details

Name _____ Date of Birth (if Sole Trader) _____

Trading Name (if different from above) _____

Address _____ Phone _____

_____ Fax _____

_____ Mobile _____

Postcode _____ Email _____ Website _____

Previous address (if less than 2 years at present address) _____

_____ Trading Style (please tick)

_____ Sole Trader LLP

_____ Partnership Other

_____ Ltd Company

_____ Postcode _____

Payment Contact Name _____ Number of people in your company (please specify) _____

Company Registration No.

Please supply proof of your address, such as a copy of a current utility bill and a sample of your business letter headed paper.

Have any of the principals (directors/partners/trustees or proprietor) been involved in a Liquidation/Bankruptcy/IVA/CVA/Receivership or had any CCJ's registered against them?

No Yes

How long have you been established? Years Months When does your financial year end? Day Month

Payment Method BACS Cheque Cash Credit Card (subject to 2.5% handling charge)

Will official orders be mandatory? Yes No Is the site address mandatory on invoices? Yes No

Do you have a Trade Cash Card? Yes No If yes, please state Cash Card number

Holding Company/Registered Office Details

Name _____ Company Registration No.

Address _____

_____ Postcode _____

Credit Guarantee – To be completed by the owner/director/company secretary of the company applying for credit.

In consideration of your agreeing to supply goods to the applicant company on credit, we the undersigned being owner/director/directors of the applicant company jointly and severally guarantee payment of all the financial obligations to Travis Perkins Trading Company Limited and its subsidiaries and successors including financial obligations arising from any increase in the credit limit granted by Travis Perkins Trading Company Limited or its subsidiaries and successors from time to time following review of the applicant company's account.

Signature

Date _____

Print Name

Please read and complete all 4 pages of the application BEFORE signing the section below.

I/We make this application to open a credit account with Travis Perkins Trading Company Limited. I/We understand that credit terms are that payment is due promptly at the end of the month following the date of invoice and that if granted credit, I/We agree to pay in accordance with these terms. I/We acknowledge and accept the Travis Perkins Trading Company Limited Terms and Conditions of Sale and Terms and Conditions of Hire.

Company Use only

Rep Code

Proof of Address _____

Branch Authorisation

Credit Limit Required _____ Main branch with which you intend to trade _____

Signature of Applicant _____

Date _____ Print name _____

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"/>	05H Electrical and Engineering Contractor	<input type="checkbox"/>
01B Jobbing Builder	<input type="checkbox"/>	05I Landscape Gardener and Paving Layer	<input type="checkbox"/>
01C Maintenance Contractor	<input type="checkbox"/>	05J Flooring Company	<input type="checkbox"/>
02A House Builder/Developer 100+ Units per year	<input type="checkbox"/>	05K Damp Proofing and Timber Treatment Company	<input type="checkbox"/>
02B House Builder/Developer 10-100 Units per year	<input type="checkbox"/>	05L Joiner and Carpenter	<input type="checkbox"/>
02C House Builder/Developer 0-10 Units per year	<input type="checkbox"/>	06A Church and Museum	<input type="checkbox"/>
03A P&H Installation and Maintenance Contractor	<input type="checkbox"/>	06B Major Installation/Power Station/Airport/Manufacturing Plants	<input type="checkbox"/>
03B Mechanical Engineering, H&V/Air Con Contractor	<input type="checkbox"/>	06C Shop/Restaurant/Pub/Hotel/Private Nursing Home	<input type="checkbox"/>
04A Joinery Company	<input type="checkbox"/>	06D Leisure Park/Caravan/Mobile Home Park	<input type="checkbox"/>
04B Timber Frame Manufacturer	<input type="checkbox"/>	06E Farmer	<input type="checkbox"/>
04C Set Design and Manufacture Company	<input type="checkbox"/>	06F Market Gardener and Garden Centre	<input type="checkbox"/>
04D Shop/Office Fitter	<input type="checkbox"/>	06G DIY/Individual - Small Jobs and Maintenance	<input type="checkbox"/>
05A Ground Worker and Drainage Company	<input type="checkbox"/>	07A Local Authority	<input type="checkbox"/>
05B Civil Engineering Company	<input type="checkbox"/>	08A Housing Association	<input type="checkbox"/>
05C Plastering and Artexing Contractor and Dry Lining Company	<input type="checkbox"/>	09A Self Build	<input type="checkbox"/>
05D Roofing and Tiling Contractor	<input type="checkbox"/>	10A Merchants and Second Line Suppliers inc. DIY Shops	<input type="checkbox"/>
05E Painter and Decorator	<input type="checkbox"/>	10B Building Services - Architect/Surveyor/Consultant/Designer	<input type="checkbox"/>
05F Specialist Insulation Installers	<input type="checkbox"/>	Other (please specify) _____	
05G Specialist Kitchen Installer	<input type="checkbox"/>		

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Email _____

Position _____

