

Full Name of Applicant				
Trading Name (if different from above)				
Invoice Address				
		Postcode		
Telephone Number	Fax Number			
Delivery Address (if different from above)				
		Postcode		
Business Type	<input type="checkbox"/> Limited Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader	Year Trading Commenced
If Limited Company, Reg No.	Nature of Business			
If Partnership, please give full names (not just initials) and home addresses of ALL partners				
1				
2				
3				
4				
Maximum anticipated credit limit required from us	£	Person responsible for paying our account on time	Extension Number	

**Declaration and Data Protection Notice – Data Protection Act 1998**

I/We confirm that the information given in this Credit Account Application form is in all respects true and accurate. I/We confirm I/we have read and understood your terms and conditions of sale and I/we unconditionally accept that those terms and conditions shall be the only ones that apply to the sales contracts, which I/we may conclude with you. I/We accept all conditions relating to title and property in all goods supplied until all monies outstanding under any sales contract have been received by you by way of cleared funds.

Where I/we provide you with personal data, I/we understand that the data will be held in confidence and processed for the purpose of carrying out your timber business and associated activities. In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated and that such parties may process the data. I/We understand that under the Act I/we have a right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee.

I/We understand that according to your credit terms, payment is due at the end of the month following the month of invoice, and that if granted I/we agree to pay in accordance with these terms.

Signed (To be signed by Owner, Partner, Director or Company Secretary)	Name (Please print)
	Date
	Position

**Brooks Bros (UK) Limited**

**Head Office:** The Causeway, Maldon, Essex CM9 4LJ.

Telephone: 01621 877400, Fax: 01621 859054

**Directors:** G A Sherriff, M Sherriff, G, Stentiford, N McKenna, M Fleming

**Registered Office:** The Causeway, Maldon, Essex CM9 4LJ | Registered in England Number 1644146



## TERMS & CONDITIONS OF SALE

### 1 INTERPRETATION

- 1.1** In these Terms and Conditions, the following words shall have the following meanings:
- “the Seller” shall mean Brooks Bros (NE) Limited.
  - “the Goods” shall mean goods (including any instalment of goods or any parts of them), which the Seller is to supply in accordance with these Conditions.
  - “the Buyer” shall mean the person who accepts a quotation of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller.
  - “the Conditions” means the Standard Terms and Conditions of sale set out in this document (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
  - “the Contract” means the Contract for the purchase and sale of the Goods.
  - “writing” includes telex, cable, facsimile transmission and comparable means of communication.
- 1.2** The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 BASIS OF SALE

- 2.1** The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation of the Seller which is accepted by the Buyer or any order of the Buyer which is accepted by the Seller subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.
- 2.2** No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.3** The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.4** Any advice or recommendation given by the Seller or its employees or agents to the Buyer or the employees or agents as to the storage application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer’s own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5** Any typographical, clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3 ORDERS AND SPECIFICATIONS

- 3.1** No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation.

### 4 PRICE OF GOODS

- 4.1** The price of the Goods shall be the Seller’s quoted price. All prices quoted are valid for 7 days only or until earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2** All prices quoted are exclusive of V.A.T. where applicable.
- 4.3** The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increase in the costs of labour materials or other costs of manufacture and insurance) and change in delivery data quantities over specification for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

### 5 TERMS OF PAYMENT

- 5.1** Payment shall be made on or before the date fixed in accordance with the terms agreed between the Buyer and the Seller for the operation of the account between them and shall be made without set off or other deduction except for any discount to which the Buyer is entitled.
- 5.2** Subject to agreement in writing by the Buyer and the Seller the Seller can invoice the Buyer on or after delivery of the Goods. If the Goods are to be collected by the Buyer the Seller can invoice the Buyer after the Seller has notified the Buyer that the Goods are ready for collection.
- 5.3** If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract and suspend further deliveries to the Buyer and charge interest both before and after any judgement on the amount unpaid at the rate of 4% above the base rate of Barclays Bank plc for the time being in force until the date of payment.
- 5.4** Any sums payable by the Seller to the Buyer on any account may at any time be offset by the Seller against any sums payable by the Buyer to the Seller.

### 6 DELIVERY

- 6.1** Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller’s premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery is agreed by the Seller by the Seller delivering the Goods to that place.

- 6.2** Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

- 6.3** Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

- 6.4** Instructions for delivery must be given by the Buyer in time for them to be carried out. In the absence of such instructions or if ordered by the Buyer to rail or road transport or to craft and the Buyer fails to provide same when the Goods are available for delivery the Seller may take such steps as it may in its absolute discretion consider to be necessary to clear the Goods and may recover from the Buyer all expenses thereby caused.

- 6.5** If the Buyer fails to take delivery when tendered the Seller shall be entitled to treat such failure as a repudiation of the Contract and may without prejudice to its other rights accept such repudiation without notice as termination or at its option charge storage charges at the current rate applied by the Company.

- 6.6** If the Buyer collects the Goods his vehicle shall be equipped with sufficient skids to enable loading by forklift truck. The Buyer shall be solely responsible for the size weight and positioning of any load on his vehicle and shall indemnify fully the Seller against any claims or actions arising there from.

### 7 RISK

- 7.1** Risk of damage to or loss of the Goods shall pass to the Buyer:
- 7.1.1** In the case of Goods to be delivered at the Seller’s premises, at the time when the Seller notifies the Buyer that the Goods are available for collection, or
- 7.1.2** In the case of Goods to be delivered otherwise than at the Seller’s premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

### 8 TITLE RETENTION

- 8.1** Until the purchase price of the Goods or work comprised in this or any other Contract between the Buyer and the Seller and all other sums whatsoever which are or may become outstanding from the Buyer to the Seller shall have been paid or satisfied in full (if by cheque then only upon clearance):

- 8.1.1** The property in the Goods remains vested in the Seller (notwithstanding the delivery of the same and the passing of the risk therein).

- 8.1.2** The Buyer shall store the Goods in such a way that they can be readily identified as being the Seller’s property.

- 8.1.3** The Buyer shall on request inform the Seller of the precise location of each item of the Goods identified as applicable by its serial number, by supplying the Seller at its expenses within seven days of its request with a written schedule of the said locations.

- 8.1.4** The Buyer may sell the Goods in the ordinary course of business in the name of the Buyer as principal and not as agent for the Seller on the following conditions:-

- 8.1.4.1** The Seller shall be entitled, immediately as a result of his ownership of the Goods to the beneficial ownership of the proceeds of such sale, which the Buyer shall accordingly hold as fiduciary agent for the Seller.

- 8.1.4.2** The Buyer shall account to the Seller on demand with the said proceeds of sale provided that no such demand shall be made by the Seller in the absence of the Seller having reasonable cause to believe that the Buyer might default in making payment for the Goods on the terms contained herein.

- 8.1.4.3** The Seller shall be entitled to make a claim directly against the Buyer’s customer for any purchase monies unpaid by such customer provided that no such claims be made by the Seller in the absence of the Seller having reasonable cause to believe that the Buyer might default in making payment for the Goods on the terms contained herein.

- 8.1.4.4** The Seller may at any time revoke the Buyer’s said power of sale in the circumstances set out in Clause 5.3 of these Conditions.

- 8.1.4.5** The Buyer’s power of sale shall automatically cease in any of the circumstances set out in Clause 10 of these Conditions.

- 8.1.4.6** The Buyer shall notify the Seller without delay of any attachment of the Goods or actions by third parties which might infringe the Seller’s title to the Goods.

- 8.1.5** Upon determination of the Buyer’s power of sale the Seller shall be entitled by itself its servants or agents to enter upon any of the Buyer’s premises for the purpose of removing and repossessing such Goods or their proceeds of sale and the Seller shall be entitled to claim from the Buyer the costs and expenses incurred by the Seller in and ancillary to the process of such removal and repossession.

- 8.1.6** Until title in the Goods has passed to the Buyer, the Buyer shall not purport to be the owner of the Goods and shall not show such Goods as stock in its accounts.

- 8.1.7**

- 8.1.7.1** The Buyer shall insure the Goods against theft or damage howsoever caused until their price has been paid or until sale, whichever shall first occur and the Seller shall be entitled to call for details of the insurance policy.

- 8.1.7.2** If the Buyer shall not insure the Goods or shall fail to supply details of its insurance policy on demand to the Seller the Buyer shall reimburse the Seller for the cost of any insurance the Seller may reasonably arrange in respect of any of the Goods during the whole or any part

of the period from the date of its delivery of the Goods until the payment to it of their full purchase price.

- 8.2** Nothing in these Conditions shall:

- 8.2.1** Entitle the Buyer to return the Goods or to delay payment therefore, or
- 8.2.2** Constitute or be deemed to have constituted the Buyer as Seller’s agent, or
- 8.2.3** Render the Seller liable to any third party for any unauthorised representation or warranty made or given by the Buyer to such third party in relation to the Goods.
- 8.2.4** Prevent the Seller from maintaining an action for the price notwithstanding that the property in the Goods may not have passed to the Buyer.

### 9 LIABILITIES AND WARRANTIES

- 9.1** Except where the Buyer is 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.

- 9.2** Any claim by the Buyer under the Contract shall be notified to the Seller within 7 days from the date of delivery except in the case of alleged shortage or damage on delivery in which case such claim shall be notified within 3 days of delivery.

- 9.3** The Seller shall not be liable to the Buyer in contract or tort or otherwise for more than the invoice price of the Goods to which the claim relates.

- 9.4** Except in respect of death or personal injury caused by the Seller’s negligence the Seller shall not be liable to the Buyer for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these Conditions.

- 9.5** The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller’s obligations in relation to the Goods, if delay or failure was due to any cause beyond the Seller’s reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller’s reasonable control:

- 9.5.1** Acts of God, explosion, flood, tempest, fire or accident;

- 9.5.2** War or threat of war, sabotage, insurrection, civil disturbance or requisition;

- 9.5.3** Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

- 9.5.4** Import or export regulations or embargoes;

- 9.5.5** Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or a third party);

- 9.5.6** Difficulties in obtaining raw materials, labour, fuel, part or machinery;

- 9.5.7** Power failure or breakdown of machinery

- 9.6** In no circumstances shall the Seller be under any liability whatsoever if bulk is broken pending settlement of any claim or where the Goods collected or delivered include plywood or particle board if the marked battens on the packages (if any) are not produced with the Goods for inspection by the Seller.

- 9.7** If the Seller arranges processing of the Goods by a third party on behalf of the Buyer such processing will be carried out under the standard terms and conditions of the Third Party (copies available on written request) and entirely at the Buyer’s own risk and cost.

### 10 INSOLVENCY OF THE BUYER

- 10.1** This clause applies if:

- 10.1.1** The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

- 10.1.2** An encumbrance takes possession or a receiver is appointed of any of the property or assets of the Buyer or

- 10.1.3** The Buyer ceases or threatens to cease to carry on business or

- 10.1.4** The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

- 10.2** If this clause applies then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 11 GENERAL

- 11.1** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

- 11.2** Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society.

- 11.3** Where these Conditions in any way conflict with any terms on which the Buyer has purported to purchase the Goods then the provisions of any such terms of the Buyer shall be ineffective as far as they are inconsistent with these Conditions.

- 11.4** If it is agreed that the Goods be processed the Seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the standard terms and conditions of the third party.

- 11.5** The Contract will be governed by the Laws of England.