



SBS

Swaffham Building Supplies

# Swaffham Fencing and Building Supplies Cash Account Application Form

## BUSINESS CONTACT INFORMATION

Name		Date Business Commenced	
Company Name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Trading Name (if different)			
Phone			
Mobile			
E-mail		VAT Registration Number	
Registered Company Address		Company Registration Number	

## BUSINESS AND CREDIT INFORMATION

Trading address		Bank name:	
How long at current address?		Branch address	
Phone		Account number:	
E-mail		Sort code:	
Description of Business			

## SOLE PROPRIETORS/PARTNERS/DIRECTOS DETAILS

Name		DOB	
Home Address		Telephone	
		E-mail	



SBS

Swaffham Building Supplies

# Swaffham Fencing and Building Supplies Cash Account Application Form

Names		DOB	
Home Address		Telephone	
		E-mail	

## SIGNATURES

Name and Title		Name and Title	
Signature		Signature	
Date		Date	

\*Please supply 1 form of photo ID e.g. driver's license or passport and 1 proof off address issued in the last 3 months e.g. utility bill

## SBS OFFICE USE ONLY

Received by		Previous Cash Customer	
Signature		Initial Credit Limit	
Date		Account Number	

# Swaffham Fencing and Building Supplies Cash Account Application Form

## Terms and Conditions

These Standard Terms shall apply in relation to all Works carried out by Swaffham Building Supplies.

Unless the context otherwise states, references to “you”, “your”, and “yours” are references to the **Client** and references to “we”, “us”, “our”, and “ours” are references to **Swaffham Building Supplies**.

“**Agreement**” means the contract which is made between us and you in relation to any Works;

“**Client**” means the private individual(s), partnership, corporate entity, or other body for whom Works are carried out;

“**Normal Working Hours**” means 07.30 to 17.00 hours on Monday to Friday each week, excluding Bank Holidays;

“**Tender**” means our tender or estimate setting out the nature and details of Works and the price to be charged, this is not a fixed price.

“**Specific Terms**” means any specific terms and conditions, applied in addition to the Standard Terms, relating to a specific Tender;

“**Standard Terms**” means these Swaffham Building Supplies Standard Terms and Conditions of Business, as modified from time to time;

“**Works**” means any work carried out by us including the supply of materials, the provision of labour only services, and/or the recharge of specialist services;

### 1.0 Introduction and Entire Agreement

1.1 When an Agreement is made, the relevant Tender, incorporating the Standard Terms and any Specific Terms, shall constitute the entire agreement in respect of the relevant Works and shall supersede all representations, proposals, or prior agreements, oral or written, and all other communications between us relating to the Works, and regardless of any other additional contract terms you may seek to apply.

1.2 No Agreement shall be formed unless and until we have received your written Order, as your confirmation and acceptance of our Standard Terms and Conditions of Business, and your instructions to proceed with Works as defined within our Tender.

1.3 In the event of any conflict between any Specific Terms and the Standard Terms, the Specific Terms shall take precedence.

### 2.0 Representations

Our employees or agents are not authorized to make any representations concerning Works unless confirmed in writing by us. In entering into an Agreement, you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which are not so confirmed.

### 3.0 Cancellation or Modification of Agreement

We shall not be bound to accept your request to cancel or modify any Agreement but, in the event that we do agree to accept any such request, we may levy a reasonable administration charge and you shall indemnify us against all loss, costs, damages, charges and expenses arising out of the cancellation or modification of the Agreement.

### 4.0 Quotations – Standard Conditions

4.1 Unless otherwise indicated, Quotations are based upon information and soil conditions indicated to us at the time of tendering and we will not have taken into account the effect of any underground streams or cavities, watercourses or other unknown factors. Furthermore, unless otherwise stated, we will not have included for taking or testing any soils or materials samples, and remain subject to Engineers Design.

4.2 Quotations shall be based on the following being provided to us free of charge:

4.2.1 Clear and uninterrupted access to site of Works for all our machinery and plant;

4.2.2 Free and level work surfaces free of water;

4.2.3 Protection of all premises surrounding our Works;

4.2.4 The clear setting out of all Works prior to commencement (we will not accept any responsibility for any damage caused due to the lack of or inaccurate marking out);

4.2.5 Diversion of all below ground or overhead services to ensure safe working practice

4.6 Any variations or extras required after Works have commenced, which have not been provided for within our Quotation, shall be the subject of additional charges. Any such variations or extras shall be agreed with you in writing and we reserve the right to suspend or withhold the provision Works until you have agreed the relevant charges have been agreed.

4.7 Local Authority statutory or other approvals are to be obtained by others and payment to us will not be delayed by the granting of these approvals. Any additional requirements of legislation imposed by the Government, Local Authority, District Surveyor or other statutory bodies resulting in additional work or delays to our operations will be paid for by you at rates to be agreed and our contract period will be extended accordingly.

### 5.0 Conduct of Works – General

5.1 unless otherwise stated in the Quotation, all Works will be carried out during Normal Working Hours.

5.2 Any dates quoted by us for commencement or completion of Works shall be indicative only and under no circumstances shall we be liable for any damages or penalty for our failure to meet such dates.

5.3 It is our primary assumption that we shall have clear and uninterrupted access to the site where Works are to be provided. In the event that such clear and uninterrupted access is prevented at any time during the Works, we reserve the right suspend or delay the Works until such time as the relevant obstruction is removed. Any delays caused due to reasons beyond our control will be charged for at our standing time rate.

5.4 As directed by the Engineers Design, the selection of goods and materials for the Works and/or the satisfaction of any performance specification or requirement for the Works, we hereby warrant that we have exercised or will exercise all reasonable skill and care in the discharge of any such responsibility.

### 6.0 Prices, Payment and Retention of Title

6.1 All prices for Works shall, unless otherwise stated in the Tender, remain valid for a period of thirty days and shall, where applicable, be subject to Value Added Tax at the prevailing rate at the date of invoicing.

6.2 Payment of any and all amounts due under any Agreement shall be as specified therein and, unless so specified, shall be due within 14 days of the invoice date. Time of payment shall be the essence of any Agreement. Unless otherwise specifically agreed by us, payments shall not be subject to any deduction for discount or retention.



SBS

Swaffham Building Supplies

# Swaffham Fencing and Building Supplies Cash Account Application Form

6.3 If you fail to make any payment by the due date, other than by reason of a valid dispute notified to us in writing within 72 hours, then, without prejudice to any other right or remedy available to us, we shall be entitled to:

6.3.1 Cancel the Agreement, or suspend or withhold the provision of Works, until payment has been received; and

6.3.2 Charge to you all costs of collection together with interest on all unpaid amounts at the rate of 2% per month or statutory interest, whichever is the greater, calculated on a day-to-day basis (before as well as on or after any judgement) from the due date until payment is received, plus a £30.00 late payment charge.

6.4 You may not withhold payment of any amount due by reason of any right of set-off or any claim for damages as provided for in these Standard Terms.

6.5 Title to any goods or materials supplied by us with the Works shall not pass to you until such time as the full amount due for the Works has been paid.

## **7.0 Liability and Indemnity**

7.1 we shall not be liable for any loss or damage, or for failure to perform our obligations under any Agreement, if this arises as a result of a failure by you to fulfil any of your obligations under that Agreement.

7.2 We shall not be liable for any loss or damage, or for failure to meet our obligations under any Agreement, if this arises as a result of reliance upon any written information provided by you, or your authorized representative, if such information is inaccurate or incomplete, unless you advise us that this is the case at the time the information is provided.

7.3 You shall indemnify and defend us, and our employees, in respect of any claim by a third party which is occasioned by, or arises from, any performance, or non-performance, by us pursuant to your instructions or those of your authorised representative.

7.4 We shall not be liable for any nuisance or damage to building services, drains, pipes, approach roads or paths or any other obstructions caused during Works.

7.5 Neither party's liability for death or personal injury caused by its negligence, or the negligence of its employees or agents, for fraudulent misrepresentation, or for any liability, which may not be limited or excluded by applicable law, is excluded or limited by these Standard Terms.

7.6 To the maximum extent permitted by applicable laws, in no event shall we, our employees, directors, agents, or suppliers, or licensors, be liable to you or any third party for any damages whatsoever (including, without limitation, special, incidental, consequential, or indirect damages for loss of business profits, personal injury, business interruption, loss of business information, or other pecuniary loss) based on any theory of liability including, but not limited to, breach of contract, breach of warranty, tort (including negligence), product liability or otherwise arising out of our provision of Works.

7.7 In any event, and subject to the foregoing, our total liability to you in relation to anything which we may have done or not done in connection with any Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be restricted to the current limit of indemnity under our Public Liability insurance cover.

## **8.0 Force Majeure**

Neither party shall have any liability under, or be deemed to be in breach of, any Agreement for any delays or failures in performance, which result from circumstances beyond the reasonable control of that party.

## **9.0 Variation**

as stated within 4.6.

## **10.0 Waiver**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of any Agreement shall either be, or be deemed, to be a waiver of, or in any way prejudice, any right of that party under that Agreement. No right, power or remedy in any Agreement conferred upon, or reserved for, either party is exclusive of any other right, power or remedy available to that party.

## **11.0 Severability**

If any provision of the Standard Terms or Specific Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **12.0 Notices**

all notices under any Agreement shall be in writing, which shall include, without limitation, letter and fax. Notices shall be sent to the address of the recipient set out in the relevant Quotation or to such other address as either party shall notify to the other in accordance with this clause. A letter may be delivered by hand or first class pre-paid letter and shall be treated as having been delivered, if sent by hand, when delivered and, if by first class post, 48 hours after posting. A fax shall be treated as having been delivered on the next working day after the transmission provided that a copy of the fax was sent by first class post on the day of the transmission.

## **13.0 Applicable Law**

These Standard Terms, and all Agreements, are governed by, and shall be construed in accordance with, the laws of the England and Wales.