



KB Kent Blaxill

Self Build Credit Account Application Form

built on trust since 1838

Self Build Application for Monthly Credit Account

For private individuals building new properties/extensions or extensive property renovation. Trade terms and conditions will apply. Please fill in using BLOCK CAPITALS.

We would like details of the financing of the project in order to establish that you are aware of the costs of the building project and to arrange suitable credit for you.

Surname 1st Name (required).....

Address

..... Postcode..... Telephone Number.....

Email Address.....

Are you a house or property owner Yes/No Is your current address temporary YES/NO.

If at present address for less than 2 years, previous address

..... Postcode.....

Proposed site address if different from above

..... Postcode.....

Date of birth..... Profession or occupation of applicant.....

Business Name/Address of employer.....

.....

Is project financed by mortgage or further advance Yes / No

Building Society/Lender.....

Planning Reference Number..... Approx total credit required

Period of months to be supplied..... Average monthly purchases.....

Date project expected to commence..... Estimated value of completed property

General Data Protection Regulation (GDPR)

The company will only record your personal information where we consider that it is in both our and your legitimate interest. Your business success is our business success.

Application for credit

In opening this account you are applying for credit and in doing so agreeing to Kent Blaxill performing a credit reference search in respect of the company and/or guarantor. The company reserves the right to share information on the way in which you conduct your account with other creditors and credit agencies. In completing this form you are consenting to the above, if you do not consent please do not complete this application.

Marketing and contact

To help us provide the best possible service the company will monitor your purchasing preferences and from time to time contact you to make you aware of special offers and promotions that may be of interest to you. If you do not wish to be contacted in this way please tick below:

TICK BOX (*more than one can be ticked*) Post Phone Email

The company may from time to time monitor telephone calls for training purposes to ensure that we continue to offer the best service.

Sharing of your data

You can be assured that, with the exception of credit information the company will not share any of your personal information with anyone else.

I/We are authorised to apply for credit facilities, and confirm the details given are correct. Full liability is accepted for goods charged to my/our account. I/we agree to pay the account by the last working day of each month following the month of delivery and I accept the conditions of sale of Kent Blaxill & Co Ltd (printed overleaf). I authorise Kent Blaxill & Co Ltd to make enquiries in connection with this application. For all credit applications we search the files of credit reference agencies and this search is recorded. We may also make enquiries about the principal directors with a credit reference agency. We will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit, should we receive a trade reference request.

Signature (s)..... Please Print Name(s).....

Position/Designation..... Date.....

1. GENERAL

- 1.1 These conditions constitute the only conditions on which Kent Blaxill & Co. Ltd. (the Company) is willing to supply goods ("the goods") to any person to whom a quotation acceptance of or contract is addressed ("the customer"). These terms and conditions shall prevail over any terms and conditions in the customers order or other document issued by the customer except where specifically agreed to by the Company in writing. Special additional terms apply to contracts for glazing and window installation. No employee or servant of the Company has any authority whatsoever to alter, vary or waive these conditions in any way unless expressly authorised in writing by a Director or the Secretary of the Company.
- 1.2 No employee or agent of the Company has any authority to make or give any representation or warranty whatsoever in relation to either the goods or the services.
- 1.3 Where any legislation is compulsorily applicable to any business undertaken by this Contract, these conditions shall be read as subject to such legislation and if any part of these conditions is inconsistent with any obligatory statutory provision then these conditions shall be overridden to that extent but no further.
- 1.4 Orders given by the customer in respect of quotations are not binding on the Company until they have been accepted in writing by the Company.
- 1.5 The company reserves the right to enter into any Contract subject to the receipt of satisfactory references for the customer.
- 1.6 No work can be carried out for the supply of services until the customer has delivered to the Company signed specifications and manufacturing details.
- 1.7 This Contract is governed by English Law. Any dispute arising out of or in connection with this Contract shall be determined by the English Courts.

2. PRICES

- 2.1 Prices, quotations, estimates or tenders are those current at the date when given, but the Company shall have the right to vary them by notice to allow for:
- (a) Any increases in suppliers' prices;
- (b) Any increase in sub-contractors' charges;
- (c) Any increase in the cost of labour, and/or materials for manufacture;
- (d) Any additional costs caused by the customer including but not limited to, late instructions, changed instructions, changed delivery schedules or failure to supply requested information, between the date the prices, quotations, estimates or tenders were given and the date of delivery or completion of the services.
- 2.2 All prices, quotations, estimates and tenders are subject to the addition of V.A.T. where applicable.
- 2.3 Orders from customers quoting or based on stated prices are only completed on the basis of the price prevailing at the time of delivery or completion.
- 2.4 If the customer requests any variation of work during the course of the Contract adjustments to the Contract price shall be charged on a day work basis or a unit rate, whichever is appropriate? The signature of the customer or his authorised employee on site on the time sheet or otherwise shall constitute a valid order for additions, variations, or exceptional work at day work rates or unit rates as appropriate. The Company have the right to refuse to accept variations to the Contract.
- 2.5 The Company are under no obligation to accept cancellations or returns except when goods are deemed to be faulty. If the Company do accept a cancellation or return a cancellation charge or a handling charge of up to 25% of the price may be made.

3. PAYMENT

- 3.1 Unless otherwise agreed in writing all prices and charges are net and payment shall be made within 30 days from the end of the month following the date of invoice for the relevant goods or services without any deduction or delay in respect of any set off, counter claim or dispute.
- 3.2 In addition to any other remedies available to the Company if the customer fails to make payment in accordance with Clause 3.1 above, the Company can withhold all further deliveries and/or supplies or services and/or charge interest calculated on a daily basis at the rate of 2% per calendar month.
- 3.3 The customer may make account payments by debit card, credit card, cheque or bank transfer subject to Money Laundering Regulations.

4. TIME FOR DELIVERY AND COMPLETION

- 4.1 The Company agrees to use all reasonable endeavours to deliver goods or complete the services on the date agreed or if no date is agreed within a reasonable time for the date of the Contract. Time shall not be of the essence of this Contract either in relation to the delivery of the goods or the completion of the services, and the Company shall not be liable for any loss or damage howsoever arising directly or indirectly from the failure to deliver the goods or complete the services by any date specified in this Contract.
- 4.2 The customer will not be entitled to rescind this Contract:
- (a) In respect of any goods or supplies which are specially ordered, manufactured or fabricated for the customer;
- (b) In any other case on account of any delayed delivery or failure to complete unless on or after the expiry of a reasonable time the customer gives notice to the Company of a reasonable period within which he requires the goods to be delivered or the services completed as the case may be.
- 4.3 The customer may collect goods from the Company during our trading hours. If the goods are not collected within 14 days from when we notify you that they are available, a storage charge will

be payable before goods are released.

- 4.4 If the customer fails to take delivery, accept or collect the goods within the agreed time, we may at our discretion make an additional charge, invoice you for the goods, or treat the contract as repudiated and, in any case, recover our losses from the customer.

5. PASSING OF RISK AND PROPERTY

- 5.1 The customer will bear the risk of loss of or damage to the goods from the time the goods are collected by the customer or his agent from us or are delivered by us or our agents and arrive at the site whichever shall be applicable.
- 5.2 When the goods are delivered to the site or the Company is supplying services to the customer's site then the customer must provide:
- (a) Suitable access to the site and on the site to the point of unloading;
- (b) All necessary labour, loading and lifting and other devices suitable to unload, lift and handle the goods, such devices to comply with all relevant statutory provisions and the supplier's instructions;
- (c) Reasonably level, clear ground and normal working conditions.
- 5.3 The customer shall be responsible for:
- (a) The unloading, handling and stacking of the goods from the time they arrive at the site.
- (b) Any costs or expenses incurred as the result of delay in promptly unloading the goods;
- (c) Any loss or damage to the goods or other property arising out of the unloading, stacking or handling of the goods.
- 5.4 The customer will indemnify the Company, their agents and employees in respect of any actions, costs or claims howsoever arising directly or indirectly in respect of the unloading, stacking or handling of the goods.
- 5.5 The property in the goods shall not pass to the customer until they are fully paid for.
- 5.6 In the event that the price for the goods is not paid by the customer by the due date the Company shall at their absolute discretion be at liberty either to recover the goods or maintain an action for the price of the goods.
- 5.7 For all purposes the customer grants to the Company an irrevocable lien on the goods until the price is paid and permits the Company access to recover the goods where so ever they are.
- 5.8 In the event of the goods being sold by the customer in any such manner as to pass to a third party a valid title to the goods whilst any part of the price remains unpaid, the Company's right under this conditions shall attach to the proceeds of such sale and the customer shall place such proceeds in a separate account. Nothing herein shall constitute the customer, the agent of the Company for the purposes of any such sale.
- 5.9 In the event of the goods becoming constituents of or being converted into other products or works whilst such sums are due as provided in 5.6 above, the Company shall have the ownership of and title to such other products or works as if they were the goods and so that Clauses 5.6 - 5.9 shall so far as appropriate apply to such other products or works.

6. SAMPLES AND VARIATIONS

- 6.1 Where samples have been submitted there is no condition or warranty as to colour matching exact dimensions or quality and samples of such goods as bricks, tiles, slates, aluminium items, glass, etc., are only submitted as an indication of class of goods represented, and without prejudice the generality of the foregoing those terms which would otherwise be implied by virtue of the Sales of Goods Act 1979 Section 13 and 15 are hereby excluded.
- 6.2 The Company will use their best endeavours to supply goods to the specification but reserve the right to substitute other materials/goods of equal quality in the event of any specified goods being unobtainable.
- 6.3 The Company will use their best endeavours to supply bulk goods to the ordered quantity but no condition or warranty is given that the precise amount ordered can be delivered and the customer will accept and pay for bulk quantities where the amounts delivered are within 10% of the ordered quantities.

7. INSPECTION

- 7.1 The customer shall carefully examine the goods immediately upon receipt of the same and shall within three days (excluding Saturdays, Sundays and all statutory Public Holidays) of receipt of the goods give notice to the Company of any short delivery or any defect reasonably discoverable on careful examination. In the absence of receipt of such notice the Company shall be discharged from all liability in respect of such defects or short or over delivery. In the event that the customer establishes to the Company's reasonable satisfaction that the goods are not in accordance with the Contract or are so defective the customer's sole remedy in respect of such non-accordance or defect shall be limited as the Company may elect either to the replacement of the faulty goods or refund of the price against the return of the goods.
- 7.2 The customer will afford the Company a reasonable opportunity to inspect and test the goods before using the same, where notice of a defect has been given.
- 7.3 If the goods have been delivered by a carrier, proper notice of damage or shortage as required by the carrier must be given both to the carrier as well as to the Company.

8. WARRANTY

- 8.1 Where the customer within the warranty period specified by the Company (or where no such period is specified within the period of three months from the date of delivery) proves to the reasonable satisfaction of the Company that the goods supplied or the services performed are defective due to faulty workmanship or

design by the Company, the Company shall at its option either credit the customer with the price paid by the customer in respect of the defective goods or services or remedy the defect at its own cost provided that:

- (i) The goods shall have been installed, used or incorporated in any building in accordance with good building practice and where appropriate the recommendations of the manufacturer;
- (ii) Notice of any defect shall have been given to the Company promptly and within the warranty period and where possible or appropriate the defective goods shall have been returned to the Company at the Company's expense.
- 8.2 The Company's obligations under this clause shall not extend to any goods manufactured by third parties. In the case of such goods the Company shall if required to do so by the customer in writing use all reasonable endeavours to procure for the customer the benefit of any warranty or guarantee provided to the Company by any such third party apart from which the Company shall be under no liability whatsoever in respect of any defect in such goods.
- 8.3 The foregoing provisions of this clause shall represent the entire liability of the Company, its employees, servants and agents in respect of defective goods and services and all other warranties, conditions and liabilities as to quality, fitness or description or otherwise whether statutory or at common law are hereby excluded.
- 8.4 Should the customer specify any particular make or design of the goods the Company shall have no liability for any failure of design or quality of the goods.

9. LIMITATION OF LIABILITY

- 9.1 Except as may otherwise be provided by this agreement the Company shall not be liable for any loss sustained by any person or for damage to any property whatsoever or howsoever whether caused by breach of contract, statutory duty or on tort (including negligence) or otherwise arising directly or indirectly out of or in consequence of any act or omission by the Company in the supply of the goods or the performance of the services including without limitation delay, loss of products, loss of profit or liability to third parties.
- 9.2 Nothing contained in these conditions shall affect the Company's liability under the Unfair Contract Terms Act 1977 for death or personal injury caused by the negligence of the Company.
- 9.3 The Company will not be responsible for costs or expenses to or losses suffered by the customer as a result of:
- (a) Work carried out before the dimensions of the goods or services supplied have been agreed with the Company;
- (b) Inaccuracies or faulty designs in the customer's drawings or specifications;
- (c) Changes in the dimensions caused by the customers variations of construction on the site.

10. INDEMNITY

- 10.1 The customer shall indemnify and hold the Company harmless against any actions, claims or demands by third parties whether arising in contract from breach of statutory duty or in tort (including negligence) or otherwise howsoever arising either directly or indirectly from:
- (i) The use of the goods or services supplied by the Company;
- (ii) Default (including the customer's failure to comply with any of the provisions of this contract) or mis-use of the goods and/or of the services;
- (iii) Any defect in the design or lack of fitness for purpose of any of the goods or services supplied to the customer's designs or specifications;
- (iv) Any failure by the customer to obtain any permissions, bye-laws, consents or licenses which may be necessary;
- (v) Any liability howsoever arising in respect of any infringement or alleged infringement of any third party's patent rights, copy rights or other industrial or intellectual property relating to any part of the goods or performance of the services.

11. FORCE MAJEURE

- 11.1 The Company shall not be liable for any delay or failure in carrying out its obligation which is caused wholly or partly by an act of God, war, fire, storm, flood, strike, lockout, force majeure, inability to obtain adequate labour, materials, manufacturing facilities or energy or any other cause beyond the control of the Company, its servants or agents and if the delivery or failure has continued for a period of three months then either party may give notice in writing to the other determining this contact and on such determination the Company shall refund to the customer any sums which the customer has already paid on account of the price of the goods or services or any part thereof after deducting therefrom such amount as may be due to the Company in respect of work already carried out by them or supplies of good obtained.

12. USE OF GLASS

- 12.1 Use of glass must conform to The Safety Section of British Standard Code of Practice, B.S.6262.

13. DATA PROTECTION NOTICE TO PARTNERSHIP & SOLE DEBTORS

- 13.1 We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes: Obtaining credit insurance, making credit reference agency searches, credit control, assessment and analysis including credit scoring, market, product and statistical analysis, securitisation, protecting our interests.
- 13.2 We will provide details of our bankers/financiers and that of any credit reference agencies used on request.

All Finished? Before posting please check you have completed all sections and signed the document

Post your completed form to Kent Blaxill & Co Ltd., Layer Road, Colchester CO2 9JY Please mark your envelope Self Build.

Your application will normally take five working days to process. We will write to you when your account is open giving your account limit and account number. As soon as your account is set up you can start building!

Your Self Build account will give you access to:

- 1000s of products at trade prices
- Deliveries across Essex & Suffolk
- Dedicated sales support

We've got everything under one roof, including the kitchen sink!

KB Kent Blaxill

**Building • Timber • Decorating • Kitchens & Bathrooms
Landscaping • Tool Hire • Plumbing & Heating**