



**Cartmore Building Supply Co Ltd**  
**New Thistle House**  
**Lochview Industrial Estate**  
**Lochgelly**  
**Fife**  
**KY5 9HG**  
**Tel01592 781800**

**CREDIT APPLICATION FORM**

<b>Name of applicant</b> (individual or company). If company, full trading name must be shown	
<b>Company Registration number</b> (must be completed if Limited Company)	
<b>If Limited Company, partnership, sole trader or Limited Liability Partnership please show names and personal addresses of all Directors / Partners / Traders-</b> (continue on separate sheet if necessary)	
<b>How many years trading</b>	
<b>Address incl Post code</b>	
<b>How long at this address</b> (if less than 2 years- please provide previous address)	

<b>Is the applicant company part of a group and if so please state name, address &amp; company registration number of the group company</b>	
<b>Does this group Company guarantee payments of the applicant company?</b>	
<b>Telephone number</b>	
<b>Mobile number</b>	
<b>Fax number</b>	
<b>Email address</b>	
<b>Company Website address</b>	
<b>Total Credit limit requested (not a monthly total)</b>	
<b>Trade Reference 1</b> (please note we require name, address, telephone number, fax number and email address of this Trade Reference)	
<b>Number of years trading with Trade Reference 1</b>	
<b>Trade Reference 2</b> (please note we require name, address, telephone number, fax number and email address of this Trade Reference)	
<b>Number of years trading with Trade Reference 2</b>	
<b>Current Bankers name, address incl Postcode</b>	
<b>Account number</b>	
<b>Sort Code</b>	

<b>Is your application for credit for an individual carrying out a Self-Build project</b>	Yes / No
<b>Please list any professional bodies, trade associations or trusted trader schemes the applicant is a member of</b>	
<b>Cartmore Building Supply Co Ltd prefer to issue invoices, credits and statements by email, please confirm your agreement to this</b>	Yes / No
<b>Please provide an email address to use for issuing of above if different from address provided on Page 1 of this application</b>	

Please note this application form must be signed by a Director/Partner/Sole Trader of organisation applying for a credit account.

Applying for and granting of a Credit Account confirms you will be bound by our Credit Account terms which are 30 days from the month of invoice.

I/we (the undersigned) authorise a Bank reference to be released to Cartmore Building Supply Co Ltd.

In signing this application we, the undersigned, being the authorised signature for the applicant company jointly and severally guarantee performance of all the Company's financial obligations to Cartmore Building Supply Co Ltd.

Signature .....

Date.....

Name.....

**Please provide accompanying documentation such as a copy of driving license or passport to confirm signature**

Official use only

Authorised by	
Date account opened	
Account number	
Total Credit Limit provided	
Signature confirmation received	

# CARTMORE BUILDING SUPPLY CO LTD

## TERMS AND CONDITIONS

### Introduction

The Terms and Conditions below apply to all quotations (verbal and written) and to any contract between us for the supply of materials or services.

To protect your own interests please read these conditions carefully before signing them. If you are uncertain as to your rights under them you should seek your own legal advice.

However should you require explanation about these terms and conditions please contact: Cartmore Building Supply Co Ltd, New Thistle House, Lochview Industrial Estate, Lochgelly, Fife, KY5 9HG or telephone 01592 781800.

Upon accepting these conditions you will have entered into a legally binding contract with Cartmore Building Supply Company Limited.

### Terms and Conditions

- 1: In the following terms and conditions "The Company" means Cartmore Building Supply Co Ltd.
- 2: All rates and prices quoted are strictly net, except where otherwise stated in writing by the company. The rates and prices are based on costs ruling at the time and are subject to variation without prior intimation and are not subject to negotiation in the event of any alteration in such rates and prices. In addition VAT will be charged, where appropriate, at the prevailing rate.
- 3: Unless otherwise provided, a quotation by the Company is not a contract to provide supplies or materials or carry out work and no order placed in response to a quotation will be binding until accepted by the Company in writing by reference to these terms and conditions of sales.
- 4: Where delivery of supplies or materials is quoted "ex-stock," offers are subject to supplies or materials being unsold on receipt of order.
- 5: When the period of time required for delivery of supplies of materials is indicated by the Company the period shall commence from receipt by the Company of a written order to proceed, together with all relevant information which the company deems necessary to enable the Company to do so.
- 6: All reasonable effort will be taken to ensure delivery of supplies or materials within the period indicated in the quotation or agreed between the Customer and the Company but the date of delivery of supplies or materials will not be deemed to be of the essence of the contract and accordingly the Company does not accept any liability for damage or consequential loss arising from non-delivery or delay in delivery of supplies or materials resulting from interruption at the Company's premises, the Company's supplier's works or in transport services through strikes, lockouts, or any other cause within or without the Company's control
- 7: Claims for supplies or materials damaged on delivery and for short delivery can only be considered when the Company's delivery note is clearly endorsed to indicate the nature and extent of the claim at the time of delivery.
- 8:
  - (a) The Company's liability on supplies or materials reported and agreed by the company to be defective is limited to free replacement on the same delivery/uplift basis as the defective goods. The Customer by acceptance of these terms hereby confirms the said limit of the Company's liability as previously stated. For the avoidance of doubt, under no circumstances shall we be liable, in contract, delict (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for loss of profit, business, contracts, revenues, or anticipated savings, or depletion of goodwill, (ii) for any special, indirect or consequential damage of any nature whatsoever, or (iii) damages arising from consequential loss following the carrying out of any unauthorised remedial work.
  - (b) Whilst we are happy to provide advice and information to the best of our reasonable knowledge and ability, we shall not be liable for any issues developing from actions taken as a result of such advice and information.
  - (c) If and to the extent that s.6 and/or s7(3A) of the Unfair Contract Terms Act 1977 applies to the order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude our liability for breach of express warranties or for breach of warranties as to title and quiet possession nor shall any provision of

these terms and conditions have effect or operate so as to exclude any liability of one of the parties in respect of fraud or a fraudulent misrepresentation made by that party to the other, or to restrict or exclude any remedy which the other party may have in respect of such fraud or fraudulent misrepresentation.

- 9: When unloading is not completed within one hour of arrival of the Company's vehicle at the site, waiting time at the current rate of lorry hire will be charged to the Customer on the period of time the Company's vehicle is detained in excess of one hour.
- 10: Where supplies or materials provided differ in any detail from the description on which the Company's quotation was prepared, the Company reserves the right to adjust its price. Where a difference in quantity is involved, the adjustment in respect of this will not necessarily be on a pro rata basis and the Company reserves the right to charge at its sole discretion such price as the Company shall seem appropriate. The Customer by the acceptance of these terms hereby bind and oblige themselves to make payment of such price in accordance with these Conditions of Sale.
- 11: The Company cannot accept cancellation of any order other than in terms which are agreed by the Company in writing with the customer.
- 12: The property and ownership of any materials, fittings and parts or materials supplied by or through the Company will remain with the Company until such times as full payment has been made therefore ownership in respect of any of the foregoing items will not pass to the Customer or any agent or other person, body or receiver or liquidator appointed to act on their behalf prior to payment being received. For the avoidance of doubt delivery in law is not presumed to have taken place until such times as full payment has been made in terms of the foregoing.
- 13: Payment for supplies or materials is due by the last day of the month following the month of delivery for credit accounts, for all non-credit sales, payment is required no later than "on delivery."
- 14: If payments for supplies or materials delivered are not made in accordance with Clause 13 hereof the Company shall be entitled to charge the Customer interest on the balance or balances outstanding and due by the customer at the rate of 2.5% per month, compound rate month to month in arrears until said balance or balances outstanding are settled and payment has been made in full.
- 15: To comply with General Data Protection Regulations, the Company will hold appropriate data to allow us to fulfil our contractual obligations with our customers.  
We will not share this data with any inappropriate third party but may need to share this data with third parties to allow our contractual obligations or resultant problems or complaints to be addressed.  
We will not share data that falls within GDPR out with the foregoing with any third party without permission of the data owner and staff are all informed of the need to protect such data in accordance with current regulations.
- 16: If we hold data that the owner deems is no longer appropriate for us to hold, the data owner should apply in writing to the Company and such requests will be reviewed and where the request is found to be justified such data will be removed within 30 days.
- 17: In order to keep our account holders advised of developments within the Company and of special offers, we will from time to time, issue information via the data we hold. If an account holder no longer wishes to receive such information we will upon receipt of a request to cease issuing such data, comply with each request.
- 18: Whilst many customers pay via electronic methods we do not hold any records of such data and payments are undertaken in real time.
- 19: The Company has in place robust policies to comply with Modern Slavery and Anti-bribery legislation.
- 20: Where the Customer is a limited company then the Company reserves the right to postpone its obligations hereunder unless and until a satisfactory form of personal guarantee is obtained in advance on behalf of the Customer, guaranteeing performance as to the satisfactory nature, of which the Company shall be the sole judge.
- 21: These Terms and Conditions and any contract to follow hereon shall be governed by Scottish Law.
- 22: The foregoing terms and conditions supersede and exclude all general or special terms and conditions imposed or sought to be imposed by the customer at any time in relation to any order arising from any dealings with the Company, either verbally or in writing.

Signed .....

Position .....

Company .....

Date.....