

COMMERCIAL CREDIT APPLICATION FORM

(For Members of the Credit Protection Association to be able to consider the granting of credit to their customers.)

Please complete and return to:



The Old West Barn
Highcross Road
Southfleet
Kent, DA13 9PH.

Tel: 01474 832000

Fax: 01474 833800

Email: accounts@granthaze.co.uk

YOUR COMPANY

Full name of company (and trading style if different)

Trading address

Tel No Fax No

Email Address

Registered Office (if different from above)

Business type: Plc Limited Company Partnership Sole Trader

Year trading commenced

If Limited Company, Reg. No..... VAT No

If you are trading as a Partnership or Sole Trader please give **full names** (not initials) and **home address** of **ALL** partners, together with their dates of birth. Use additional sheet if necessary.

1

2

PURCHASING CONTACT

Name

Tel No

Email Address

We occasionally send out information regarding new products, special offers and prize draws. If you would like to receive these types of e-mail, please tick this box

Email Address to send this information to if different from the above

ACCOUNTS CONTACT

Name

Tel No

Email Address

BANK DETAILS

Name

Address

.....

Account Number Sort Code-.....-

Maximum anticipated monthly credit required from us £

TRADE REFERENCES

Trade Reference 1 Company Name

Trading address

.....

Tel No Fax No

Email Address

Trade Reference 2 Company Name

Trading address

.....

Tel No Fax No

Email Address

DECLARATION BY APPLICANT SEEKING CREDIT ON BEHALF OF A BUSINESS

I have included with this application, copies of :-



Certificate of Incorporation



VAT Certificate

- *I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment of your invoices is not made by the due date for payment, it may result in the matter being referred to the Credit Protection Association for recovery of the invoice debt; if so, we agree to indemnify you against the costs you incur in referring the matter to CPA pursuing the debt including CPA's current applicable fees for writing to us, any commission payable by you to CPA, all reasonable incidental costs of recovering the debt and interest as applicable.*
- *We/I will understand that as a part of your assessment of us in the granting of credit, you will send details of our application to the Credit Protection Association plc. who will search databases to which it has access. It may also search a credit reference agency for information relating to us (and in the case of a non-limited business, also relating to the proprietors). The credit reference agency will record the fact of that search in the name of Credit Protection Association plc.*
- *We/I authorise our bankers to provide an opinion as to our suitability for the requested account.*

SIGNED

NAME (Please print)

POSITION

N.B. This page is applicable only for individuals operating as Sole Traders and Partnerships.

We, the CPA member as shown overleaf, may use credit reference agencies (CRA) and fraud prevention agencies (FPA) to help us make decisions.

How we, CRAs and FPAs will use your information is detailed below.

By confirming your agreement to proceed you are accepting that we may each use your information in this way. How we will use your data

1. We will search at credit reference and fraud prevention agencies for information on all applicants. In so doing we will provide current and previous names, addresses and dates of birth, of all parties. So if you are providing information about others, on a joint application, you must be sure that you have their agreement. If you give us false or inaccurate information and we identify fraud, details may be passed to credit reference and fraud prevention agencies.

2. We will use the information provided to us by credit reference and fraud prevention agencies to help make credit or credit related decisions about all applicants, to verify their identity, for the prevention and detection of fraud and/or money laundering, and to manage accounts. We may use scoring methods, which may be automated, to do this. If you borrow from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

3. When credit reference agencies receive a search from us they will place a search “footprint” on your credit file whether or not this application proceeds. If the search was for a credit application the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when you apply for credit in the future.

4. Credit reference agencies will supply to us, public information such as County Court Judgments (CCJs) and bankruptcies, electoral register information and fraud prevention information on applicants’ and their known financial associates current and previous names, addresses and dates of birth.

How your data WILL be used by credit reference agencies:

5. The information which we and other organisations provide to the credit reference agencies about you, your financial associates and your business (if you have one) may be supplied by credit reference agencies to other organisations and used by them to

5.1. Prevent crime, fraud and money laundering by, for example checking details provided on applications for credit and credit related or other facilities

5.2. Check the operation of credit and credit-related accounts

5.3. Verify your identity if you or your financial associate applies for other facilities.

5.4. Make decisions on credit and credit related services about you, your partner, other members of your household or your business.

5.5. Manage your personal, your partner’s and/or business (if you have one) credit or credit related account or other facilities.

5.6. Trace your whereabouts and recover debts that you owe.

5.7. Undertake statistical analysis and system testing.

5.8. Credit reference agencies can also be fraud prevention agencies

How your data may be used by fraud prevention agencies:

6. The information which we provide to the fraud prevention agencies about you, your financial associates and your business (if you have one) may be supplied by fraud prevention agencies to other organisations and used by them and us to: -

6.1. Prevent crime, fraud and money laundering by, for example;

6.1.1. Checking details provided on applications for credit and credit related or other facilities

6.1.2. Managing credit and credit related accounts or facilities

6.1.3. Cross Check details provided on proposals and claims for all types of insurance.

6.1.4. Checking details on applications for jobs or when checked as part of employment

6.2. Verify your identity if you or your financial associate applies for other facilities including all types of insurance proposals and claims.

6.3. Trace your whereabouts and recover debts that you owe.

6.4. Conduct other checks to prevent or detect fraud

6.5. Organisations may access and use from other countries the information recorded by fraud prevention agencies.

6.6. Undertake statistical analysis and system testing.

7. Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

How to find out more you can contact these Consumer credit reference agencies currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0844 335 0550 or log on to www.myequifax.co.uk

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to www.experian.co.uk.

Conditions Of Sale

In these terms Grant Haze Group Consists of: Grant Haze Ltd, Grant Haze (Hampshire) Ltd and G H Supplies Ltd. If you are a consumer (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) we recognise that you may have additional rights under statute and confirm your statutory rights are not affected by these terms.

1. DEFINITIONS AND INTERPRETATIONS

In these terms "we" or "us" means the member company of the Grant Haze Group specified in the contract for the sale of goods and/or services to you. "you" means the person, firm or company who purchases the goods and/or services from us and "our" and "your" shall be constructed accordingly and "contract" means any order which has been accepted by us. References to any statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has modified or re-enacted and (iii) any provision which subsequently supersedes it or re-enacts it.

2. APPLICATION OF TERMS

2.1 These terms apply to all sales of goods and/or services by us to the exclusion of all other terms (including any which you purport to apply) unless expressly agreed in writing in advance by one of our Directors.

2.2 Each order or acceptance of a quotation for goods and/or services by you shall be deemed to be an offer by you to buy goods and/or services subject to these terms. No order or acceptance of a quotation by you shall be deemed to be accepted by us until written confirmation of an order is issued by us or (if earlier) we begin to process your order. We shall be entitled to withdraw any quotation at any time (whether or not already accepted by you).

2.3 You acknowledge that you have not relied on any statement or representation made or given on our behalf. Any estimate of quantities needed, advice as to the suitability of any goods for a particular purpose and any plan or measurement given by us is given for guidance only (based on your information) and without liability on our part. No allowance is made by us for additional materials, wastage or installation. You must satisfy yourself that all goods and/or services ordered are correct.

2.4 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.

3. DESCRIPTION OF GOODS

3.1 The quantity and description of the goods are set out in our quotation or confirmation of order. We may supply goods in either metric or imperial sizes in the nearest equivalent measure and goods may be charged in metric allowing for conversion.

3.2 All samples, drawings, descriptive matter, specifications and advertising are issued or published for the sole purpose of giving an approximate idea of the described goods. They shall not form part of the contract and this is not a sale by sample. Each order shall be considered a separate order and we are unable to guarantee that further orders for the same goods will match the previous order.

3.3 Where fine or 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 acknowledged in writing that we are prepared to accept such order.

4. DELIVERY OF GOODS

Unless otherwise agreed by us, delivery of the goods shall take place at our place of business. Delivery shall occur when you take possession of the goods at our premises or (where we agree to deliver) when the goods are ready for unloading at the delivery address. Any dates and times we specify for delivery of the goods are an estimate. We shall not be liable to you if we do not deliver on or at any particular date or time. Time for delivery shall not be made of the essence by notice. If you fail to accept delivery of any goods when they are ready, or we are unable to deliver the goods because you have not provided appropriate instructions, documents or consents, we shall be entitled to immediate full payment and risk in the goods shall pass to you. We may store such goods until delivery and you shall be liable for all related costs and expenses arising from such non delivery including transport and storage costs. If you fail to accept delivery of the goods within 6 months of the date of contract, we may sell or dispose of those goods (whether or not you have paid for them). Storage or disposal costs shall be recoverable from you. Any net proceeds of any sale shall be held on trust for you. We will deliver to site provided 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 at which, in the driver's opinion, the vehicle can safely and lawfully unload. Except where we use a vehicle-mounted crane/fork truck, you shall be responsible for safely and lawfully unloading the goods and shall provide all necessary labour and equipment. We may charge you an additional fee if you delay in taking delivery of the goods when tendered. If any goods, packaging or container has been delivered and deposited, whether on the public highway or elsewhere, you shall be responsible for all steps that need to be taken for the protection of persons or property in relation to such goods, packaging or containers and shall indemnify us in respect of all or any cost, claims, losses or expenses which we may incur as a result of such delivery. We shall not be liable for any shortages in quantity delivered unless you give written notice to us of such shortages within two working days of delivery. In any event our liability shall be limited to making good the shortfall or (at our option) issuing a credit note or refund at the pro rata contract rate against any invoice raised for such goods. We may deliver the goods by separate instalments. Each instalment shall be a separate contract and cancellation or termination of one instalment shall not entitle you to cancel any other instalment. Any query about delivery shall be made as soon as possible and in any event within three days of the date when the goods would in the ordinary course of events have been delivered else the goods shall be deemed to have been delivered in accordance with the contract. We shall not be responsible for taking back any non-chargeable packaging/pallets. The cost of any testing of the goods that we deem is necessary whether or not in your presence, will be charged to you, unless prior written agreement has been obtained from us. If you (or your representative) delay in attending such tests, after seven days notice of the place and time of such tests, the tests will proceed in your absence and shall be deemed to have been carried out in your presence.

5. RISK AND OWNERSHIP OF GOODS

The goods are at your risk from the time of delivery or deemed delivery. Ownership of the goods shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of the goods and all other sums which are or become due to us from you on any account. Until ownership of the goods has been passed to you, you shall hold the goods on a fiduciary basis as our bailee and store the goods (at no cost to us) in satisfactory condition and in such a way that they remain readily identifiable as our property and you shall tell us immediately where the goods are situated. Subject to the above, you may resell the goods before ownership has passed to you provided that any sale shall be effected in the ordinary course of your business at full market value and you shall deal as principal: you shall hold all proceeds of sale on trust for us and assign to us all rights and claims which you may have against your customer arising from such sales until full payment is made. Your right to possession of, and authority to sell the goods shall terminate immediately (and you shall immediately deliver the goods to us at your own cost and risk) if we notify you to such effect or on the happening of any event set out in 10.3(a)-(i) (whichever is earlier) and you shall immediately notify us in writing upon the happening of any such event. You grant to us and our agents an irrevocable licence at any time to enter any premises (with and without vehicles) where the goods are or may be stored in order to inspect them or, where your right to possession has terminated, to recover them. Where we are unable to determine whether any goods are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold all goods of the kind sold by us to you in the order in which they were invoiced to you.

6 PROVISIONS OF SERVICES

Where the goods supplied include services by us, our agents or subcontractors, you shall (where necessary) allow us safe and reasonable access to the site within normal working hours to carry out the services.

The price quoted for such services assumes that:

- (a) the site is ready and suitable for the services to commence at the agreed time;
- (b) the services are to be carried out within our normal working hours;
- (c) suitable site access is available at all times; and
- (d) adequate mechanical lifting equipment is provided by you in the event that the services are to be carried out above ground level.

If any of these assumptions proves incorrect, we shall be entitled to vary the price. You shall provide a safe environment and all necessary consents, information and resources for us, our agents and subcontractors to carry out the services. You must protect carpets, furniture and all other items. Any dates and times we specify for commencement and completion of the services are an estimate. We shall not be liable if we do not carry out the services on or at any particular date or time. Time for performance shall not be made of the essence by notice. If we provide design services, all copyright and intellectual property rights created, developed or used shall remain the sole property of us or our licensors.

7 PRICE AND ADDITIONAL CHARGES

- 7.1 Unless we otherwise agree in writing, the price payable for the goods and/or services shall be the price applicable on the date of delivery or deemed delivery for goods and the date the services are carried out for services.
- 7.2 The price for the goods and/or services shall be exclusive of any value added tax, which shall be payable by you at the rate applicable at the tax point.
- 7.3 We may at any time after acceptance of an order, but prior to delivery, revise the price payable for the goods and/or services to take account of increases in costs including, with limitation, costs of any goods or materials, carriage or overheads, the increase or imposition of any tax duty or other levy and variation in exchange rate.
- 7.4 Unless we otherwise agree in writing, we may charge you the cost of delivering the goods to you.
- 7.5 We may charge for any special packaging to cover the cost of labour and materials. We will charge for pallets, crates and cases but these charges will be credited in full if such items are returned to us carriage paid and in good condition with seven days of delivery. Where we agree to collect such pallets, crates and cases, you shall make such items available for collection on request.

8 PAYMENT AND INTEREST

- 8.1 Payment for goods and/or services supplied on a credit account shall be due not later than the last day of the month following the month of delivery or deemed delivery of the goods and/or services. If you default in making payment, the entire balance of your account shall be payable immediately and we may charge interest, together with costs and expenses, in accordance with 8.4
- 8.2 For non credit account purchases, payment shall be with the order.
- 8.3 Time for payment shall be of the essence. You shall make all payments in pounds sterling and in full without any deduction.
- 8.4 If you fail to pay us any sum due (and whether or not any part of your account is subject to query), we may, in addition to our rights under 10.3, appropriate any payment made by you to such of the goods and/or services (or such goods or services supplied under any other contract between you and us) as we may think fit; and you shall be liable to pay us interest on such sum at the annual rate of 4% above the base lending rate from time to time of the Royal Bank of Scotland Plc, accruing on the daily basis, or, at our option, interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002) from the due date for payment until payment is made in full, whether before or after any judgement, together with all costs and expenses incurred by us in recovering sums due or exercising our rights under this provision, including our debt recovery fees at a rate of 8% of the total amount outstanding.
- 8.5 Credit accounts may only be opened at our discretion and are subject to satisfactory references. We may set a maximum amount of credit allowable upon each account and withdraw or amend credit facilities without explanation. You will agree that we may obtain, retain, and provide to third parties, references as to your financial standing. Any change in the constitution of your organisation must be notified to our Head Office Credit Services Department in writing prior to it occurring in order that credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our confirmation in writing. Until new credit facilities are agreed, the existing entity and any new entity shall be jointly and severally liable for any debt due to us.

9 LIABILITY

9.1 If any goods or services are defective due to defective workmanship or material, we shall (at our option) repair or replace such goods (or the defective part) or rectify the defective service or refund the price of such defective goods or services at the pro rata contract rate provided that:

- a) You give us written notice of the defect within three days of the date of delivery or completion of the services or, in the case of a defect which is not discoverable upon reasonable examination, within three days of the time when you discover or ought to have discovered the defect;
- b) we are given a reasonable opportunity after receiving notice to examine such goods and/or services and (if asked to do so by us) you return such goods to our place of business for the examination to take place there;
- c) you do not make any further use of such goods after giving such notice;
- d) the defect is not due to wilful damage, negligence, fair wear and tear, alteration or repair of such goods without the prior written consent or incorrect storage, application, movement, installation, commissioning, use or maintenance of the goods (other than by us); and
- e) the defect is not due to any act or omission of you, your agents or contractors.

9.2 Our entire liability for defective goods and services is set out in 9.1 and in particular we shall not be responsible for either the cost of removing the 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 due to our defective service.

9.3 On request, we will provide information about any manufacturer's guarantee offered and available to you in respect of the goods but we are not legally responsible for any obligation under manufacturer's guarantees. Where the goods contact a warranty or guarantee offered by us please refer to the special conditions application which is available upon request.

9.4 Save as expressly set out in these terms, all warranties and other terms implied by statute or common law (save for the term implied as to title) are, to the fullest extent permitted by law, excluded from the contract.

9.5 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.

9.6 We shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or any other indirect losses whatsoever and howsoever caused.

9.7 Nothing in these terms excludes or limits our liability for (a) death or personal injury caused by our negligence, (b) fraud or fraudulent misrepresentation; and (c) any other matter which it would be illegal for us to exclude.

9.8 Where goods are manufactured in compliance with any designs, specification or drawings supplied by you or your customer, you shall indemnify us against all proceedings, costs, claims, losses or demands in respect of any infringement or alleged infringement of any intellectual property rights whatsoever of third parties in any part of the world.

10 CANCELLATIONS AND RETURNS

10.1 We may, at our discretion, accept or reject the cancellation of any contract or the return of any goods not required. Any such cancellation or return shall be on such terms as we specify at the time and in particular we may charge you a handling fee and all costs incurred on cancelled Orders.

10.2 Where you are a "consumer" under a "distance contract" (both as defined in the Consumer Protection (Distance Selling) Regulations 2000) you may cancel a contract with three working days after the date of the goods delivered. You must return the goods to the branch from which they were delivered or request us to collect the goods, at your cost. This term shall not apply to any goods specially obtained or made for you or which are liable to deteriorate or expire rapidly.

10.3 We shall be entitled to cancel or suspend a contract if you fail to pay us any sum due pursuant to the contract (whether or not any part of your account is subject to query) or any of the following events occurs or we believe is likely to occur:

- (a) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take a benefit for the relief of insolvent debtors; or
- (b) you convene a meeting of creditors or enter into liquidation; or
- (c) you have a receiver and/or manager, administrator or administrative receiver appointed over your undertakings or any part; or
- (d) a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order in your respect, or any proceedings are commenced relating to your insolvency or possible insolvency; or
- (e) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or
- (f) you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1989 or you cease to trade; or
- (g) any event similar to the above occurs; or
- (h) you fail to observe or perform any of your obligations under the contract or any other contract between us and you; or
- (i) you encumber or in any way charge any of the goods.

11 HEALTH AND SAFETY / GENERAL EXCLUSIONS

Certain goods supplied by us could, if incorrectly used, give rise to risks in health and safety. Information in respect of such goods is available from us. You undertake that you will ensure compliance by your employees, agents and customers with any instructions given by us or the manufacturer or our supplier and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them. You will be responsible for the disposal of any waste arising from the goods and will comply with all the applicable laws, regulations and waste management licences relating to such waste, including the appropriate disposal by you of any goods marked with a crossed out wheelie bin symbol, save where you are a consumer and it is our responsibility at law. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by your of this provision. We may defer the date of delivery, cancel the contract or reduce the volume of the goods and/or services ordered by you (without liability to you) if we are unable to deliver or supply due to any cause beyond our reasonable control (including the acts or omissions of our suppliers and subcontractors). Any notices given pursuant to or in relation to the contract shall be in writing and addressed to the party concerned at its principal place of business or last known address. Any notice shall be deemed delivered two days after posting or on the next working day after fax transmission. Any provision of the contract found to be invalid or unenforceable shall, to such extent, be deemed severable and the remaining provisions of the contract shall continue in full force and effect. Failure or delay by us in enforcing any contract term shall not be construed as a waiver of any of our rights under the contract. You shall not be entitled to assign or subcontract any of your rights or obligations under the contract. Save for any member company of the Grant Haze group who shall be entitled to enforce any provision of the contract, no person who is not a party to the contract shall have a right to enforce any term of the contract which expressly or by implication confers a benefit on that person. Any dispute or claim arising in connection with the contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts, save that if you are domiciled in Scotland (within the meaning of the Civil Jurisdiction and Judgements Act 1982) then the contract shall be construed in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the Scottish courts

12 COMPLIANCE WITH BRIBERY LEGISLATION

You agree that you will not, in connection with the goods or serves to be supplied under this contract, bribe or attempt to bribe us, or any of our employees, agents or affiliates nor cause us to be in violation of any applicable bribery or anti money laundering laws. We may terminate the contract in the event of your breach of this clause. You shall indemnify us against all liabilities, costs, expenses, damages, claims, demands and losses suffered or incurred by us arising out of or in connection with any breach of this clause, whether or not the contract has been terminated.