

Credit Account Application Form



Please return to:
Rivar Sand and Gravel Ltd
Within Thatcham Garden Centre
Bath Road
Thatcham
Berkshire
RG18 3AN
Tel: 01635 871003

Customer's Full Trading Name: (Letter head must be attached).....	
Trading Address (To which invoices/statements will be sent):..... Post Code:..... Tel No:..... Fax No:.....	Registered Office Address:..... Post Code:..... Company Registration No:..... Date of Registration:.....
Names of Directors/Partnerships/Proprietors: (If partnership or Sole Trader include address)	
Trade Reference No 1 Name:..... Address:..... Tel No:.....	Trade Reference No 2 Name:..... Address:..... Tel No:.....
Banker: Address:.....	Account Name: Account No: Sort Code:
ESTIMATED VALUE OF MONTHLY ORDER- £	
Application is made to Rivar Sand & Gravel Ltd for Credit Facilities to be granted to the above organisation. A copy of the Terms and Conditions of sale and Trading of Rivar Sand & Gravel has been received and it is understood that these conditions of sale, and any future amendments thereto, shall govern any contract with them for the purchase of the goods. Terms of payment is net and full payment is due 30 days from date of invoice. I/We authorise the bank as specified above to provide a bankers opinion whenever requested.	
Print Name:	Date:
Signature:	Position in Company:

Terms & Conditions of Sale

1. Stated throughout Conditions of Sale R.S.G. means Rivar Sand and Gravel Ltd. The "Materials" means goods or Materials to be supplied by R.S.G. and the "purchaser" means the party who accepts a quotation of R.S.G. for the sale of goods or whose order is accepted to be by R.S.G.
2. Any quotation by R.S.G. shall be revocable at any time prior to acceptance by the Purchaser. All quotations shall lapse 30 days after date of issue should the Purchaser not accept within this time period. R.S.G. do not issue quotations for Materials or supply Materials on a fixed price basis. The placing of an Order/Acceptance of a quotation shall be deemed to imply acceptance of these conditions which supersede all previous sets of conditions and override any Terms and/or Conditions included or referred to by the Purchaser whether in Order/Acceptance or in any negotiations.
3. Any variations on these conditions of sale will be made in writing to the Purchaser and authorised on behalf of R.S.G. by a manager or his superior.
4. a) The price of the Materials will be the price shown on the quotation and will be the price "Ex Yard/Quarry" unless stated to be "delivered" to a specified destination. Where the quotation is on a "delivered" basis the price is based upon deliveries of a minimum load of 20 tonnes unless the R.S.G. quotation states otherwise. In the absence of a stated price the price will be R.S.G. current price list price.

b) R.S.G. can vary any quoted price by giving seven days notice of the new price to the Purchaser. The Purchaser may, during the seven days, cancel the contract by written notice to R.S.G. without prejudice to R.S.G.'s right to payment for any goods previously delivered.

c) Unless otherwise stated prices quoted are exclusive of VAT which will be added at the applicable rate.
5. a) The Purchaser will pay, without retention, the price of the Materials within 30 days from the date of the R.S.G.'s invoice which may be sent from time to time for all Materials delivered prior to the date of the invoice.

b) If the Purchaser fails to make any payment by the due date then, without prejudice to any other right or remedy, R.S.G.. may:
 - cancel the contract or suspend any further deliveries to the Purchaser without liability on R.S.G.'s behalf for any loss or damage resulting directly or indirectly from any such suspension of deliveries.
 - charge the Purchaser interest on the amount unpaid by the due date at the rate of 5 per cent per annum above the base rate of Barclays Bank Plc as from time to time shall be in force until such a time that payment is received by R.S.G..
 - take legal action to recover the amount including all other costs resulting from the non-payment.
c) R.S.G.. reserve the right to insist on payment before delivery is made when a credit account is not in operation or when the Purchaser's Credit Limit, notified to the Purchaser when a Credit Account is opened, is exceeded if the Materials were delivered.
6. Delivery of the Materials will be by, the Purchaser collecting the Materials from R.S.G.'s premises during normal working hours after R.S.G.. has notified the Purchaser that the Materials are ready for collection; or if previously agreed, by R.S.G.. delivering the Materials to the location specified by the Purchaser, between the hours of 7.30am and 5.00pm Monday to Friday (excluding public holidays).

Any delivery dates quoted by R.S.G.. or specified in the Purchaser's order are estimates only and not of any contractual effect. R.S.G.. shall not be liable for any loss or damage (including loss of profit and consequential loss) to the Purchaser in respect of any failure to deliver on any particular time.
7. If for any reason the Purchaser shall be unable to accept the Materials at the time when delivered in accordance with the conditions of sale the Purchaser shall be liable for all costs incurred by R.S.G.. arising from delay or non-delivery. The Purchaser may be charged where vehicles are unable to deliver Materials at the delivery site within 20 minutes of arrival.
8. Delivery of the Materials may be totally or partially suspended by R.S.G.. during any period in which it is hindered or prevented from such delivery by reason of any circumstance beyond its control (including but not limited to default of any person firm or company engaged by the Purchaser, act of god, force majeure, adverse weather conditions, war or hostilities, fire, strike, transport delays, accident, breakdown, lack or shortage of Materials) and such suspension shall not give rise to any claim by the purchaser against R.S.G.., nor shall it give the Purchaser the right to terminate any contact with R.S.G..
9. The Purchaser must provide safe and adequate access to the point of discharges of the Materials, including adequate manoeuvring space for the delivery vehicle. Where the Purchaser fails to comply with this condition R.S.G.. or its contractor may refuse to make the delivery and if a delivery is made the Purchaser will be solely responsible for any accident or damage (including damage to R.S.G.'s or hired contractor's vehicle) resulting in consequence. R.S.G.. or their appointed haulier shall not be liable for any damage incurred whilst the delivery vehicle is under instruction by the Purchaser or the Purchaser's agent.
- 10 Property in the Materials shall pass to the Purchaser when R.S.G.. has received actual payment in full for the Materials supplied.
- 11 The Purchaser shall not assign any of his obligations or rights under any contract to which the Conditions of Sale apply.
- 12 Should any complaint arise concerning any aspect of the Materials, the Purchaser must contact R.S.G.. on the day of delivery. This complaint must then be confirmed in writing within five working days of delivery. R.S.G.. must be given all reasonable facilities to enable investigation of any such complaint. If any Materials supplied by R.S.G.. should prove to be defective, liability shall be limited to the Net Invoice Value of the Materials supplied. R.S.G.. is not under any circumstances to be liable for any consequential loss or damage direct or indirect caused or arising by reason of late supply or any fault, failure or defect in any Materials supplied or by reason of the same not being of the quality or specification ordered or by reason of any other matter whatsoever.
- 13 No representation or warranty is given to the suitability or fitness of the Materials for any particular purpose and the Purchaser shall satisfy itself that the Materials are fit for the purpose for which they will be used.