



### Credit Application Form

The Rock Solid Concrete Company would like to thank you for applying for credit. We carry out checks to protect ourselves and to ensure any dealings we have with your company and others is managed in the best way. This allows us to build a mutually beneficial relationship for the long term goals and ensure a stronger quality assurance management structure.

By returning this form you agree to the terms and conditions we set out and declare that all information you have provided us is true, accurate and not misleading for the purposes of credit in working with The Rock Solid Concrete Company.

The Rock Solid Concrete Company uses external credit reference agencies to assess the level of credit that we can provide. In the event that you are unsuccessful, we also promote the use of builder's merchants, where you can order your concrete through an account that you may already have, but specify that you would like The Rock Solid Concrete Company to provide the delivery. This would mean compliance with the merchant's credit terms and conditions. See website for associated builder's merchants.

<b>Business / Trading Name</b> _____
<b>Business Type:</b> Plc <input type="checkbox"/> Ltd <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/>

<b>Ltd / Plc Companies Only:</b> Company Registration No: _____    Date of Incorporation: _____
Directors Name: _____    Home Address: _____ _____    Post Code: _____
Directors Name: _____    Home Address: _____ _____    Post Code: _____
Directors Name: _____    Home Address: _____ _____    Post Code: _____

<b>Sole Traders / Partnerships Only</b>
Proprietor / Partner: _____    Home Address: _____ _____    Post Code: _____    DOB: _____
Proprietor / Partner: _____    Home Address: _____ _____    Post Code: _____    DOB: _____
Proprietor / Partner: _____    Home Address: _____ _____    Post Code: _____    DOB: _____





## **Credit Control Terms and Conditions**

### THE ROCK SOLID CONCRETE COMPANY LTD TERMS AND CONDITIONS FOR SUPPLY OF GOODS

#### **1 DEFINITIONS**

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions for the sale of Goods to the Client by the Company.

1.2 "Client" means the organisation or person who purchases Goods from the Company:

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable:

1.4 "Goods" means those Goods that form part of this contract, to include ready mix concrete and screeds and, or materials incorporated in them. Also included are Goods itemised in the Company's Quotations, Order Acknowledgement Form, Delivery Note or Invoice.

1.5 "Company" means Rock Solid mixed hire ltd. Company registration number: 4640582. Registered office address: Unit 8-9 Phoenix Park Estate, Bayton Road, Exhall, Coventry, CV7 9QN

#### **2 GENERAL**

2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods by the Company to the Client.

2.2 If any term of these conditions prove illegal or unenforceable in whole or part, such term shall be deemed excised from these conditions without effect upon the validity of the remainder of these conditions.

#### **3 QUOTATIONS**

3.1 No description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Company and no representation written or oral, correspondence or statement shall form part of the contract.

3.2 Prices quoted by the Company in publications, on the Company's website or in catalogues are subject to alteration or withdrawal without notice.



3.3 All quotations shall be subject to these Terms and Conditions.

3.4 Any price quoted will be valid for a period on 30 days from the date of quotation or until earlier acceptance by the Client.

3.5 Any Quotation made by the Company is an indication given in good faith and shall not become binding on the Company unless subsequently confirmed by the Company in writing.

3.6 The charge for concrete may vary if the quantity changes during this delivery

#### **4 DELIVERY**

4.1 Delivery of Goods shall be made by the Client collecting the Goods from the Company's premises or, if some other place for delivery is agreed with the Company, by the Company delivering Goods to that place.

4.2 The Company assume that access will be available for delivery. If access is not available at the time of delivery, the Company is entitled to charge the Client any additional costs incurred by the Company in re delivering the Goods to the original place for delivery or such other place as may be reasonably requested by the Client.

4.3 The date of delivery specified by the Company is an estimate only. The Company will use its best endeavours to deliver to the Clients instructions. However, time for delivery shall not be of the essence of the contract and the Company shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or service.

4.4 Any claim by the Client arising from any defect in the quality or condition of the Goods or their failure to correspond to the agreed specification shall be notified to Company in writing within 7 days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time of the defect or failure becoming apparent.

4.5 Client is responsible for any damage caused whilst taking the company vehicle of the public highway.

4.6 Waiting time, additional time must be booked when placing your order as we plan other jobs around orders that are placed. Charges may apply for delays.

4.7 Client must ensure a suitable area is made available for the company vehicle during offload. If on the public highway, any parking restrictions must be observed by the client and any consequential charges applied to the company vehicle will be the sole responsibility and paid for by the undersigned.

4.8 CANCELLATION, Cancellation less than 24hrs prior to delivery time will only be accepted by us on condition that all costs and expenses incurred by us and all loss of profits



and other loss or damage resulting to us by reason of such cancellation will be reimbursed by the client to the company forthwith

## 5 PROPERTY & RISK

5.1 Risk of damage or loss of the Goods will pass to the Client at the time of delivery and will be at the Client's sole risk.

5.1.2 If, in order to effect the delivery on behalf of company, the driver of the company is required to leave the public highway and drive onto private property, this will be done at the sole responsibility of the undersigned, who will become fully responsible for any consequential damage that may occur to the said property or any part thereof in the event of the vehicle becoming stuck or bogged down the company will also look to the undersigned for reimbursement off all the vehicle recovery costs, repair or damage caused to our vehicle and loss earnings whilst out of use.

5.2 Property in the Goods shall not pass to the Client from the Company until: 5.2.1 The Company has received payment in full, inclusive of VAT. 5.2.2 No other sums whatsoever are due from the Client to the Company. 5.2.3 Until the property in the Goods has passed to the Client in accordance with Clause 5.2.1 & 5.2.2, the Client will hold the Goods on a fiduciary basis as bailee for the Goods and store and mark them separately from all other Goods in the Client's possession where possible.

5.2. Until such time as property in the Goods passes from the Company to the Client, the Client shall upon request deliver up on such Goods as have not ceased to be in existence. If the Client fails to do so, the Company may enter any premises owned, occupied or controlled by the Client where the Goods are situated and reposes the Goods.

5.3 CAUTION, Concrete causes burns. Please wash your skin thoroughly with soap and water after use. Make sure you protect yourself against this as the company cannot accept responsibility for any burns both during and after use.

5.4 IMPORTANT, Extra water added to any concrete mix can and will affect the strength of the concrete, which you agree to the terms of upon signing this delivery acceptance.

## 6 PRICE AND PAYMENT

6.1 None account client are on a strict cash/card sales basis and such sales are to be paid for in full before delivery or collection.

6.1 Clients with an approved credit facility are required to pay for Goods on or before (one month and 3 days after invoice) the 25th day of the month following the month of delivery.

6.2 The Company shall be entitled to charge interest and compensation on overdue invoices in line with the Late Payment of Commercial Debts (interest) Act as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Interest will be



charged from the date when payment becomes due from day to day until the date payment is received at a rate of 8% per annum above the Bank of England 'reference' rate .

6.3 In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase orders before the Goods and services are supplied.

6.4 The Client agrees to reimburse the Company all legal costs incurred by the Company in connection with any legal proceedings taken by the Company against the Client to recover sums outstanding under this Agreement.

6.5 All invoices submitted by the Company shall be treated as agreed unless the Client notifies the Company of any discrepancies within 14 days of the date of the invoice.

6.6 All charges under this Agreement shall be subjected to VAT at the prevailing rate.

6.7 The Company will, at its discretion, assign each Client eligible for a credit account with a credit limit. In the event the aggregate value outstanding from the Client exceeds this limit, the Company reserve the right to request payment on account to bring the value outstanding under the assigned credit limit or withhold delivery of Goods or parts thereof and during such time the Goods shall not be available for collection.

6.8 If any payment is dishonoured or countermanded by the Client, the Company shall have the right to charge an administration fee of £35.00 (or such other fee as notified to the Client from time to time.)

6.9 The time of payment of the price shall be of the essence of any contract between the Company and the Client.

## 7 ALTERATIONS TO THE AGREEMENT

7.1 No alterations to this Agreement shall be valid unless agreed in writing by a Director of the Company.

7.2 Where the Company gives written notice to the Client agreeing to alter the terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Company by notice in writing whether or not it wishes the alterations to proceed.

8 INDEMNIFICATION The Client shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against the Company alleging that any Goods and/or services provided by the Company in



accordance with the quotation infringes a patent, copyright or trade secret or other similar right of a third party.

## 9 LIMITATION OF LIABILITY

9.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Company to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Client to which the claim relates.

9.2 In no event shall the Company be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Company had been made aware of the possibility of the Client incurring such a loss.

9.3 Nothing in these terms and Conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or subcontractors.

## 10 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

10.1 the other party commits a material breach of this Agreement and, in the case of a breach of being remedied, fails to remedy it within 3 (three) months of being given written notice from the other party to do so, whereupon the Client shall immediately pay to the Company any arrears of payments due to the Company and all further sums which would but for determination (other than determination by notice) have fallen due:

10.2 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect:

10.3 the other party ceases to or threatens to cease to carry on its business or substantially the whole of its business; or

10.4 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10.5 The Client's financial position deteriorates to such an extent that in the opinion of the Company, the Client's capability to adequately fulfil their obligations under this contract with the Company has been placed in jeopardy.

## 11 INTELLECTUAL PROPERTY RIGHTS



All Intellectual Property rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Company, and the Client shall do all that is reasonably necessary to ensure that such rights vest in the Company by the execution of appropriate instruments or the making of Agreements with third parties.

## 12 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## 13 INDEPENDENT COMPANY

The Company and the Client are company's independent of each other, and neither has the authority to bind the other to any third part or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

## 14 ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company

## 15 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## 16 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

## 17 NOTICES

Any notice to be given by either party to the other may be served by fax, personal service or by post to the address of the other party given in the quotation or such other address as such party may from time to time have communicated to the other in writing, and if sent by fax





shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

#### 18 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous Agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

#### 19 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

#### 20 GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and both parties agree to be bound by the jurisdiction of the English Courts.