



REQUEST FOR CREDIT

Customer Details

Name:

Address:

Postcode:

Tel. No.:

Fax. No.:

Contact Name:

Contact Email:

Website:

Address of registered office: *(if different from above)*

Postcode

How long established:

Nature of business:

Fleet Size:

Expected purchase for month: £

Principal use of Account: Parts Service

Customer Details *(please tick or complete details as applicable)*

Limited Company Sole Trader

Co. Registration No.

Other (please specify below)

If your trading name is different: *(e.g. if Franchisee)*
Please specify below

If you are a Limited Company Subsidiary,
please provide ultimate parent company name and address

If you are a firm or partnership, please list names and addresses of Principals and their Date of Birth.

1.

DOB: / /

2.

DOB: / /

If more please continue on a separate sheet

Have you had contact from one of our Sales Staff in the last six months? Yes No

One Trade reference required *(not fuel or tyre supplier)*

Name:

Address:

Fax. No.:

Contact Name:

Bank reference

Bank /Building Society Name:

Address:

Sort Code:

Account Number:

We may ask any person about you in connection with your application and if we ask a credit reference agency, it will retain a record of our enquiry. We may use a credit scoring system to help us decide whether to grant you credit.

I/we agree to be bound by the Terms and Conditions overleaf

Signed:

For and on behalf of:

Name: *(please print)*

Position in Company:

Date:

Please Note: Payment of invoices is due on the 30th of the month following supply of goods or work carried out and we reserve the right to charge interest at 1.5% per month or pro-rata for any amount overdue.

Registered Office:
Orwell Truck & Van
28 Betts Avenue
Martlesham Heath Business Park
Ipswich IP5 3RH

Tel: 01473 618000
Fax: 01473 610631

Date:

Issued by:

TERMS & CONDITIONS OF BUSINESS

1. These Terms and Conditions apply to all contracts for the sales or for the doing of work by Orwell Trucks Limited T/A Orwell Truck & Van (hereinafter called "the Company") and prevail over any conditions which the Customer's order may purport to impose and which are at variance with the same. No modification of these Conditions shall be binding upon the Company unless such modification shall first have been specifically authorised in writing by a director of the Company.
2. The only conditions and warranties acknowledged by the Company are those made expressly in writing by a director of the Company and where applicable contained in Sales literature specifically referred to in writing by the Company and prepared by the manufacturer or producers of the product the subject of this contract save as aforesaid any other express completed or statutory condition or warranty either oral or in writing is expressly excluded from this contract and forms no part of the terms upon which this contract is entered into.
3. A quotation is not an offer and may be withdrawn without notice. Any order given in respect of a quotation is not binding on the Company until accepted by it in writing. All offers of goods from stock are subject to the goods remaining unsold at the time of the receipt of an order
4. No accepted orders or other contracts can be cancelled by the Customer without the prior written consent of the Company. Provided always that the Company's consent to such cancellation shall be without prejudice to any rights which the Company may have at law.
5. Where the Company requires a deposit to be paid by the Customer and in the event of cancellation of the Order or failure to complete by the Customer then this deposit will be retained by the Company and is non-returnable.
6. The Company reserves the right to increase contract prices in the event of increases occurring after the date of quotation in the cost of vehicles, labour, materials or transport and all goods, whether the subject of a specific quotation or not, will be charged for at the Company's prices in force at the date of delivery.
7. If any delay or expense is caused to the Company through the lack of, changes in or faults in instructions or otherwise the Company reserves the right to increase prices to cover the cost or loss occasioned to the Company thereby
8. All delivery dates specified in the contract or in any letter or other document or verbally are approximate only and no responsibility is accepted for any delay howsoever incurred or arising or for any direct or consequential loss or damage arising therefrom.
9. Quotations, acceptances of orders and contracts are subject to cancellation or modification by the Company (without any liability on the Company for any direct or consequential loss or damage arising therefrom) if the Company is unable to comply with or fulfil the same by reason of strike, lock-outs, shortage of labour or materials, default of sub-contractors, war, fire, flood, Act of God, restrictions imposed or non-issue of licences by any government. or any cause beyond its reasonable control.
10. Drawings, weights, dimensions and descriptive matter published or referred to by the Company are intended to present only a general description. Their subject matter may be altered, corrected or cancelled at any time without notice to the Customer, and they shall in no circumstances be deemed to be incorporated in or form part of the contract.
11. The Company its servants and agents shall not be liable for direct or consequential loss, damage or injury howsoever caused by work carried out or goods supplied.
12. The Customer shall indemnify the Company against all claims made against the Company as a result of work done in accordance with the Customer's specifications or design which involves the infringement of any patents, registered designs, trademark or copyright.
13. The Company shall not be liable for any failure or loss occasioned by the fitment of specialist bodywork or ancillary equipment where the Company is not responsible for such specification and supply.
14. Unless specifically advised to the contrary the Company will be entitled to presume that the Customer intends to use the vehicle for the ordinary type of use of which the particular type of vehicle is normally applied. No liability will be accepted by the Company for loss or damage suffered as a result of the vehicle being used for a purpose inconsistent with the above, nor for misuse in any other way.
15. Any complaints in respect of goods supplied or services performed by the Company must be made in writing to the Company no later than 14 days after date of invoice or receipt of goods.
16. Payments must be made by cash, banker's draft or cleared cheque prior to collection/delivery.
17. The goods title to or property in any vehicles, ancillaries, spare parts or other goods will remain with the Company until payment in cleared funds has been made in full to the Company and the Company shall have a lien on all property of the Customer in the possession of the Company.
18. If the Customer does not pay the Company for work or repairs completed within 30 days of the date of invoice then the Company may at any time thereafter sell the goods and retain all unpaid and storage charges the balance being payable to the Customer
19. All disputes arising out of the contract shall unless the parties agree forthwith upon a single arbitrator, be referred to the final arbitration of a person to be appointed on the request of either party by the Retail Motor Industry Federation whose decision shall be final and binding.
20. The contract shall in all respects be governed by English Law and the Customer hereby irrevocably submits to the jurisdiction of the English courts.