



**Application to open a credit account**

<b>Full Trading Name</b>					
<b>Type Of Business</b>	<b>Sole Trader</b>		<b>Partnership</b>		<b>Limited Company</b>
		<b>If Sole Trader or partnership Deed of Guarantee must be Completed</b>			
<b>Trading Address</b>			<b>Registered Address</b>		
<b>Tele No</b>			<b>Year Trading Commenced</b>		
<b>Fax No</b>			<b>Company Registration No</b>		
			<b>Company SIC code</b>		

<b>Trade References</b>			
<b>1) Name</b>		<b>2) Name</b>	
<b>Address</b>		<b>Address</b>	
<b>Tele No</b>		<b>Tele No</b>	
<b>E Mail</b>		<b>E Mail</b>	
<b>Contact Name</b>		<b>Contact Name</b>	

<b>Invoicing options (please tick one):</b>			
<b>Aggregated</b>		<b>Quote line specific</b>	
<b>Site specific</b>		<b>Service specific</b>	
<b>All invoices will be emailed daily unless otherwise discussed and agreed.</b>			
<b>Email address for invoices:</b>			
<b>Email address for copy tickets:</b>			
<small>We reserve the right to charge an admin fee for any copy tickets requested or invoice changes requested that are not in line with the above requests.</small>			

<b>Internal use only:</b>			
<b>Director search complete</b>			
	<b>Reference 1</b>	<b>Reference 2</b>	<b>No of payment flags</b>
<b>Credit reference</b>			
<b>Credit limit approved</b>		TJW	
		TJT	



TJ Transport Ltd: Bank Details			
Bank	HSBC		
Account Number	03006087	Sort Code	40-61-35

VAT Registration No	
Annual Turnover	
Credit Limit Required	
Person Responsible for payment of account	
Telephone Number	
E-mail Address for Statements	

As part of our account opening procedure, we can automatically open an account with our associated companies. Please indicate if you require an account to be opened.

T J Waste & Recycling Ltd	Yes/No
Credit Limit Required	

#### DECLARATION BY CREDIT APPLICANT

We hereby request you to open a credit account

Director's/Partner's Declaration:

I, being an authorised Officer of this business, do agree that you (our supplier) will receive payment of all accounts within your stated credit terms, being STRICTLY 30 DAYS EOM. We will also make payments on account when requested if the account exceeds the credit limit.

I/We appreciate that adherence to this obligation is the essence of the contract between us.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_



**Complete this section only if you are a Sole Trader or LLP**

**DEED OF GUARANTEE**

**THIS DEED** is dated \_\_\_\_\_ 20\_\_.

**PARTIES**

(1) \_\_\_\_\_ ("the Guarantor")  
A person unconnected to the applicant

(Insert Full Name & Address of Guarantor):

\_\_\_\_\_  
\_\_\_\_\_

If at address less than 3 years please provide previous address:

\_\_\_\_\_  
\_\_\_\_\_

Date of Birth \_\_\_\_\_

(2) T J Transport Limited \_\_\_\_\_ ("the Supplier")

(Insert Full Name and Address of Supplier of goods/services):

Charity Farm, 127 Wickham Road, Fareham, Hants, PO17 5BP  
\_\_\_\_\_  
\_\_\_\_\_

**BACKGROUND**

The Supplier supplies goods or Services on 30 day's EOM (insert number of day's credit) credit terms to:

\_\_\_\_\_  
\_\_\_\_\_

("the Customer") (Insert Customer's Full Name & Address)

A. The Guarantor has agreed to guarantee to the Supplier all of the debts of the Customer.



## AGREED TERMS

- A. In consideration of the Supplier entering into this Deed, the Guarantor at the request of the Customer hereby unconditionally guarantees to the Supplier the due and punctual performance and observance by the Customer of its obligations to the Supplier under the terms of supply agreed between the Supplier and the Customer.
- B. If the Customer shall make default in the payment when due of the amounts payable to the Supplier referred to in paragraph (A) above the Guarantor shall forthwith on demand by the Supplier unconditionally pay to the Supplier an amount equal to all of the amounts payable by the Customer to the Supplier.
- C. As an independent and primary obligation without paragraph (A) above, the Guarantor hereby unconditionally and irrevocably agrees to indemnify and keep indemnified the expenses suffered or incurred by the Supplier arising from the failure of the Customer to comply with its obligation incurred in connection with its trading with the Supplier or by reason of the Customer not being at any time, or ceasing to be, liable in respect of the obligations and liabilities purported to be assumed by it in accordance with the express terms of this Deed.
- D. This Deed shall remain in full force and effect notwithstanding the death, bankruptcy or incapacity of the Guarantor or the death, bankruptcy, liquidation, incapacity or any change in the constitution or in the name or style of the Customer (or any retirement or death of any partner or in the introduction of any further partner.) This Deed shall be additional to any other guarantee or security now or later held from the Guarantor or any person in respect of the debts or liabilities of the Customer and shall not merge with or prejudice any other security or right or remedy and may be enforced notwithstanding the same.
- E. The Guarantor hereby acknowledges that no security has been taken or shall be taken from the Customer for entering into this Deed, and no steps will be taken to recover from the Customer, or to prove in any liquidation of the Customer in respect of any sum paid by the Guarantor hereunder until all sums due from the Customer to the Supplier have been paid in full.
- F. The Guarantor shall not be exonerated or discharged nor shall his liability be affected by any forbearance, whether as to payment, time, performance or otherwise howsoever, or by any indulgence being given to the Customer or by any variation of the terms of this Deed or by any act, thing, omission or means whatever which, but for this provision, might operate to exonerate or discharge the Guarantor from its obligations under this Deed.



G. This Deed and any disputed or claims arising out of or connection with its subject matter are governed by and construed in accordance with the laws of England. The parties hereby irrevocably agree that the Courts of England and Wales have exclusive jurisdiction to settle and dispute or claim that arises out of or in connection with this Deed.

### To be completed in full

In WITNESS whereof the Parties have executed and delivered this document as a Deed the day and year first above written

EXECUTED as a DEED by \_\_\_\_\_ (name of guarantor)

In the presence of \_\_\_\_\_

(Insert below Full Name & Address of Independent Witness)

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_ (Witness to sign here)

EXECUTED as a DEED by T J Transport Limited \_\_\_\_\_ (Insert Name of Supplier)

Acting by \_\_\_\_\_ Director (to sign here)

And \_\_\_\_\_ Director/Secretary (to sign here)

In the presence of:

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_ (Witness to sign here)



## Ways to Pay

There are 3 ways that we accept payment for the services we provide.

### By Cheque

All cheque's must be made payable to TJ Transport Ltd with the invoice number or company name stated clearly on the back of the cheque to the address below

TJ Transport Ltd  
Charity Farm  
127 Wickham Road  
Fareham  
Hants PO17 5BP

### By Credit or Debit Card

If you wish to pay by card then you must do this over the phone by calling the Admin number on 01329 226448

### By BACs

If you wish to set up a BACs payment you must do this at your bank using TJ's bank details below

#### **TJ Transport Ltd**

Bank	HSBC
Branch	Southampton Account
Number	03006087
Sort Code	40-61-35



## **TJ TRANSPORT LTD - CONDITIONS OF SALE**

In the following Terms and Conditions, T J Transport Ltd. are referred to as "the Company", and the person, company or other legal entity to which the products or services are offered and provided will be referred to as "the Customer".

Please note the limitations on liability contained in conditions 7 and 8.

### **1. CONDITIONS**

The acceptance of any quotation by the Customer shall include acceptance of the terms and conditions described below. Any variation of these terms and conditions by the Customer is inapplicable unless accepted in writing by the Company.

### **2. QUOTATIONS**

Any quotation shall be revocable at any time prior to acceptance and if not accepted shall lapse 30 days after the date of the quotation.

### **3. PAYMENT**

Payment is due 30 days from the end of the month in which the goods or services are supplied and to be made in accordance with the invoice sent or as otherwise agreed. Credit arrangements are subject to the granting of approved credit accounts and are at the discretion of the Company. The Company reserves the right to insist upon payment before delivery if the Customer's credit is not satisfactory or if payment of any sum owed by the Customer to the Company is overdue.

In addition, the Company reserves the right to charge the Customer 8% per annum above the base rate of the Company's bank (at the time of acceptance) for overdue payments and to withhold further deliveries or to cancel any unexecuted portion of any orders with the Company. The company also reserves the right to charge the customer for any and all costs incurred by the Company recovering overdue payments. The Customer shall under no circumstances be entitled to withhold payment.

### **4. PRICE**

Prices quoted are exclusive of V.A.T. The quoted price for the goods or services may be varied by the Company and the Customer shall pay the difference of any increase in the cost of labour and/or materials and/or transport and/or fuel, in addition to the quoted price.

### **5. DELIVERY**

- a) Delivery by the Company's vehicles shall be made on the nearest good hard road to the site, which allows for adequate turning and manoeuvring space. If delivery is required at any point off a public road the Customer will be responsible for any resulting damage to the vehicle, roadway, pipes and/or property whatsoever. The Customer will be at all times responsible for unloading instructions and for their execution.
- b) Should the Company's vehicles be held on site for more than 30 minutes the Company shall be entitled to charge the Customer 'waiting time'.
- c) Any times, periods or dates quoted for the dispatch or delivery of goods or services by the Company are approximate only. They are not to be taken and are not intended to be agreed times, periods or dates imposing obligations on the Company to dispatch or deliver within or by such times, periods or dates. Delivery time is not of the essence.
- d) The Company's obligation shall be to dispatch or deliver within a reasonable time after the acceptance of any quotation. In assessing what is a reasonable time there shall be taken into account and full allowance shall be made in respect of the following factors affecting the Company, its subsidiaries, associated companies or suppliers, in favour of the Company:
  1. The nature of the goods or services and the availability of supplies of raw materials;
  2. Availability of labour plant and equipment;
  3. Force majeure events such as: Acts of God, war, hostilities (whether war is declared or not) in any part of the world, riots, civil commotion, invasion, military or usurped power, Acts of Parliament, statutory instruments, and any Bye Laws or regulations of any Local Authority or of any statutory undertaking which comes in effect after the date of this quotation, strikes or lock-outs or industrial action (whether official or otherwise);
  4. Breakdown of plant or equipment used in the production or delivery;
  5. Road traffic accident or bereavement; and/or
  6. Any other causes or circumstances beyond the control of the Company and/or its subsidiaries, associated companies or suppliers.
- e) On any delivery the Customer shall: 1) satisfy itself as to the condition of the goods; 2) allow delivery of the goods when they come onto the site; 3) have a nominated authorised person available on site to sign the delivery note; 4) sign any record produced by the Company in respect of any delay after the arrival of the goods at the Customer's site, standing time, authorised day-work or other records.

### **6. RISK AND EQUITABLE AND BENEFICIAL OWNERSHIP**

Upon delivery, the risk in the goods shall pass to the Customer, but ownership shall remain with the Company until full payment has been received or until prior re-sale by the Customer in which case the Company's entitlement shall attach to the proceeds of re-sale or to the claim for such proceeds.



Until ownership of the goods has passed from the Company, the Customer shall:

- a) mark the goods as the Company's property (if not already marked as such);
- b) store the goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- c) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- d) maintain the goods in satisfactory condition;
- e) allow the Company access during normal business hours to the Customer's premises to inspect the goods.

The Company may at any time:

- f) require the Customer to deliver up all goods in its possession that are owned by the Company;
- g) if the Customer is unable to deliver up all goods promptly, enter the premises where the goods are stored in order to recover them.

In the event that the Customer in accordance with this agreement has placed the goods into the possession of any third party, the Customer shall procure that such third party will comply with the provisions of this Clause and will permit the Company to exercise its rights under this Clause.

Ownership of any returns shall revert to the Company.

#### **7. LIMITATION OF LIABILITY AND SHORTAGE DEFECTS**

- a) If defects to the goods are established, and it is agreed that this is not due to wilful damage, negligence on behalf of the Customer, wear and tear, abnormal working conditions, misuse, contamination during storage at the delivery location or alteration to the goods by the Customer, the liability of the Company shall be limited to the free replacement by the Company of such goods.
- b) No shortage in respect of goods which are sold by weight and are the subject of any quotation will be recognised unless properly weighed over a public weighbridge and certificates of weight produced within 24 hours after receipt of the goods which are alleged to be underweight.

The Customer shall notify the Company of any defects in writing within three working days of delivery failing which the goods will be deemed accepted and to specification. The Company will not be liable after acceptance for breakage or damage in, or caused to, the goods or for goods being of inferior quality, or not being of satisfactory quality or not being to specification or otherwise in respect of any discrepancies in the goods supplied.

Subject to these conditions, no warranty or representation given before or after acceptance on behalf of the Company, including any advice or assistance as to the use, application or performance of any goods supplied by the Company, shall be binding unless specifically incorporated in writing in the order. This does not apply to fraudulent misrepresentation.

#### **8. CONSEQUENTIAL LOSS**

Without prejudice to the generality of anything contained elsewhere in these conditions the Company shall not in any event be liable to the Customer for any indirect or consequential loss, damage or expense.

Without prejudice to the generality of anything contained elsewhere in these conditions the Company shall not in any event be liable to the Customer for any loss of profit or other economic loss.

#### **9. CANCELLATION**

All quotations are made subject to the availability of materials or services and the Company reserves the right to cancel in whole or part any order for materials or services to the extent that materials or services cease to be available.

The Customer cannot assign any of its rights or obligations under any contract to which these conditions apply without the prior written consent of the Company.

#### **10. INSOLVENCY AND BREACH OF CONTRACT**

The Company shall have the option to rescind the order or to suspend delivery should any of the following events occur:

- a) a sum owed to the Company from the Customer becomes overdue;
- b) the Customer is in breach of any of these conditions or another arrangement with the Company;
- c) the Customer compounds or enters into any composition or arrangement to have a proposal made for a voluntary arrangement with its creditors; have a petition presented for the appointment of an Administrator or an Administrator be appointed; have a Receiver or Manager or Administrative Receiver appointed over all or any part of its assets; have a resolution passed for its voluntary winding up save for the purpose of amalgamation or reconstruction or call a Creditors Meeting for a Voluntary Liquidation or enter Voluntary Liquidation; be in receipt of an unsatisfied Statutory Demand or have a Petition presented for its winding up or be for any reason removed from the Registrar of Companies; or
- d) delivery does not take place for 15 working days from the quoted date due to one of the events given in condition 5d).

#### **11. GENERAL**

The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.