



Application to open a credit account

Full Trading Name			
Type Of Business			
Sole Trader		Partnership	
		Limited Company	
If Sole Trader Deed of Guarantee must be Completed			
Trading Address		Registered Address	
Telephone No		Year Trading Commenced	
Fax No		Company Registration No	
Name & Address of Sole Trader, Partners or Directors			
Name		Address	
DOB			
Name		Address	
DOB			

Trade References			
1) Name		2) Name	
Address		Address	
Telephone No		Telephone No	
E Mail		E Mail	
Contact Name		Contact Name	



Your Company Bank Details (For Reference only not payment)			
Bank			
Address			
Account Number		Sort Code	

TJ Waste & Recycling Ltd: Bank Details			
Bank	HSBC		
Account Number	03006088	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 Transport 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 NETT 30 DAYS.

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 _____ 2016

PARTIES

(1) _____ (“the Guarantor”)

(Insert Full Name & Address of Guarantor):

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

Date of Birth _____

(2) _____ (“the Supplier”)

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

BACKGROUND

The Supplier supplies goods or Services on ____ day’s (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 it 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 of 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 of 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 _____

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 _____ (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 cheques must be made payable to TJ Waste & Recycling Ltd with the invoice number or company name stated clearly on the back of the cheque to the address below

TJ Waste & Recycling 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 Waste & Recycling Ltd

Bank	HSBC
Branch	Southampton
Account Number	03006088
Sort Code	40-61-35



TJ WASTE & RECYCLING LTD - SKIP HIRE TERMS & CONDITIONS

GENERAL

In these conditions:

“Owner” means T J Waste & Recycling Limited.

“Hirer” means the person or company using the services of the Owner in respect to the hire of skips and disposal of contents or sale of materials.

“Vehicle” means the vehicle which is delivering or collecting the skip which is the subject of the contract.

“Driver” means the driver of the Vehicle.

“Site” means the place where the skip is deposited on the direction of the Hirer.

These conditions apply to all skip hire contracts with the Owner. The booking, instruction to deliver or use of the skip (including the placing of any object in the skip) by the Hirer or anyone acting on their behalf, whichever is earliest, indicates acceptance of these conditions. The Owner may without prior notice collect the skip at any time should any of these conditions be breached.

The Hirer's attention is drawn to the limitation of liability below and in conditions 1, 2 and 4.

A signature is not required upon any documentation as proof of delivery or collection of skips or goods; however these terms and conditions still apply.

These conditions may not be altered or to varied unless authorised in writing by the Owner.

The Owner will use its reasonable endeavours to comply with the Hirer's requirements.

The Owner will not be liable in any way for any delay or failure to perform its obligations, or any loss, damage or delay incurred by the Hirer resulting from circumstances beyond the Owner's reasonable control which will include, without limitation, labour disturbance, accident, failure of services, breakdown of plant or machinery, fire or flood, acts of God, unforeseen or abnormal conditions or by any act or neglect on the part of the Hirer.

SKIP HIRE

1. Drivers are instructed not to drive over footpaths, drives, grass verges or other soft or landscaped ground and not to lift skips over walls/fences or other barriers or obstructions nor to place skips onto raised embankments. Should the Hirer request the Driver to do so and damage is caused (other than death or personal injury due to the negligence of the Owner) the Owner will not be liable and should damage be caused to the Owner's Vehicle the Hirer will be responsible. The Hirer is advised to protect paving slabs, manhole covers and other protective or superficial covers as boards are not provided by the Owner. Vehicles have access criteria as follows: entrance at least 3.10 m wide, 3.90 m high; an access and Site surface capable of withstanding 18.00 tonnes; and a safe and adequate turning / manoeuvring / working area. Should the access criteria be less than above, the Hirer shall be responsible for any damage caused. The Hirer undertakes to direct the Driver where to deposit the skip, the Driver being for the purpose of such deposit the agent of the Hirer.
2. Except as specifically otherwise agreed in writing the Owner shall be under no obligation to deposit the skip anywhere other than on a highway. The Hirer shall keep the Owner indemnified against any claim, demand or penalty arising out of the presence of the skip (except for personal injury or death due to the negligence of the Owner).
3. The Hirer shall direct the Driver where to deposit or pick up the skip.
4. Where the Driver is directed to deposit or pick up the skip on or from a Site which is off a highway the Owner shall be under no liability whatsoever to the Hirer for any damage caused whilst the Vehicle is off the highway other than such as might have been caused by negligence on the part of the Driver. Without prejudice to paragraph 2 above, the Hirer shall keep the Owner indemnified against any claim or demand which could not have been made had the Driver not been so directed. The Hirer will compensate the Owner for any damage to the Vehicle or the skip which would not have occurred had the Driver not been so directed and which is not due to any negligent driving on the part of the Driver.
5. The Hirer shall ensure that all permissions required before skips can lawfully be deposited on the Site, including the permission required under the Highways Act 1980, have been or will be obtained before he directs the Driver to deposit the skip. The Owner can organise permits on behalf of the Hirer (at least 24hrs prior notice required) from the relevant authority at an additional cost to the Hirer.
6. The Hirer shall not move the skip from the Site without the consent of the Owner. The responsibility for the skip remains with the Hirer until collected by the Owner's Vehicle. Any skips which are removed whilst in the control of the Hirer will be charged at the entire replacement value.



7. The following must not be placed in the skips: asbestos, tyres, liquid containers/drums/barrels/cartons (even if empty), liquids, liquid paint, lead acid/vehicle batteries, gas cylinders, fridges/freezers, televisions, computer monitors/fluorescent tubes, any form of special, difficult or hazardous waste. Plasterboard must be segregated from other waste in the skip by either placing it on top of the other waste in the skip where it may be easily lifted off or placed into a dumpy bag which can be provided on request.

From the time the skip is deposited until it is picked up again by the Owner, the Hirer shall ensure that:

- a) the skip is properly sited in accordance with the permission given.
 - b) the skip is properly lit during darkness. The Hirer is at all times responsible for the safeguarding and lighting of the skip. The Hirer must at all times take all reasonable precautions to guard the skip.
 - c) fires are not lit in or near to the skip. The Hirer shall reimburse the Owner for any loss or damage whatsoever or howsoever caused to the skip by fire, accident, mechanical excavators or any other cause, whilst on hire to them.
 - d) the skip is filled no higher than the top of its sides. The Hirer is responsible for ensuring that at all times the skip is loaded safely and that the area around the skip is kept safe and tidy. Should the skip be found to be overloaded it is the Hirer's responsibility to correct the situation. However the Owner reserves the right to remove any objects that it feels may jeopardize the safe transportation of the skip. Any extra costs incurred in removing, transporting or disposing of the contents of the skip will be charged to the Hirer. The Owner reserves the right to decline collection of overloaded skips. Excess charges are levied in the event of overloading.
 - e) the skip is not to be moved once placed on Site without prior consent of the Owner. The movement of skips on Site could result in the inability to collect the skip. The Hirer accepts responsibility for any damage or extra costs incurred due to the skip being moved.
8. Except as otherwise agreed in writing the Hirer shall fill the skip within the period of hire (hire period being 7 days unless agreed with the Owner) and shall inform the Owner in good time of its readiness for collection or replacement.
 9. The Owner will remove or reposition the skip if required at any time to do so by a highway authority or a constable in uniform under section 140 of the Highways Act 1980.
 10. Except as specifically otherwise agreed in writing the Owner agrees to dispose of the contents of the skip.
 11. Non-account terms: Payment is due on delivery and to be made in accordance with the invoice or as otherwise agreed. Hire periods are up to 7 days, unless otherwise agreed by the Owner. Skips will not be removed from Site until payment is received in full.
 12. Account Terms: 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.

13. The maximum rental period is 14 days unless otherwise agreed with the owner. It is the responsibility of the Hirer to request the collection within this time. Failure to do so will result in an unannounced collection and/or rental charges being incurred.

The owner reserves the right to collect a fully loaded skip before the hire period has elapsed.