

**Borderland Fencing Centre - Credit Account Application Form**



**Account Application**

Trading Name:			
Trading Address:			
Registered Office:			
Main Contact Name:			
Telephone Number:		Fax Number:	
Email Address:			
Website:			
LTD Company Registration No:		VAT Registration No:	
Number of Trading Years:			
Credit Limit Requested:			

**Trade References:** (Should be of a similar amount to that requested as above)

**Reference 1**

Full Name:	
Address:	
Postcode:	
Telephone:	
Fax:	
Email:	
Website:	

**Reference 2**

Full Name:	
Address:	
Postcode:	
Telephone:	
Fax:	
Email:	
Website:	

**Please Note ALL Trade Accounts are payable 30 days by account**

**OFFICE USE ONLY**

Approved By:	
Date:	
Account Number:	
Credit Limit:	

Notes:	

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**Supplemental Information for Sole Traders & Non Limited Companies**

Trading Name:	
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**Residential Address/Addresses of Proprietors or Partners**

**1**

Full Name:	
Address:	
Postcode:	
No of Years at this Address:	
Telephone:	
Fax:	
Email:	

**2**

Full Name:	
Address:	
Postcode:	
No of Years at this Address:	
Telephone:	
Fax:	
Email:	

**3**

Full Name:	
Address:	
Postcode:	
No of Years at this Address:	
Telephone:	
Fax:	
Email:	

**4**

Full Name:	
Address:	
Postcode:	
No of Years at this Address:	
Telephone:	
Fax:	
Email:	

**Please Note ALL Trade Accounts are payable 30 days by account**

**OFFICE USE ONLY**

Approved By:	
Date:	
Account Number:	
Credit Limit:	

Notes:	

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To:		Bank
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Address:	

Account Name:	
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Bank Sort Code:	
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Bank Account No:	
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PLEASE COMPLETE LETTER 1 OR 2 BELOW

1. Dear Sirs

MANDATE TO GIVE BANK REFERENCES

Please accept this letter as authority for Borderland Fencing Contractors Ltd to take Bank References on our account (s) with you at any time in the future, until I/We revoke this permission in writing.

Signed:	
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(Cheque Signatory)

Date:	
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Signed:	
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Date:	
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OR

2. Please note that we have already given our Bank a blank authority to give Bank References on our company.

Signed:	
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Date:	
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N.B Please return this original form to:

Borderland Fencing Contractors Ltd  
New Road  
Swanwick  
Southampton  
Hampshire  
SO31 7HE

Borderland Fencing Ltd.  
Phone: 01489 885018 Fax: 01489 885011  
[www.borderlandfencing.co.uk](http://www.borderlandfencing.co.uk)

Registered Office: Stag Gates House, 63/63 The Avenue, Southampton, SO17 1XS

Registered in England No: 03123722 Company VAT No: 675 8690 73

**For Trade & Commercial Customers**

**General Terms**

1. Typographical, clerical or other errors or omissions in any quotation or acknowledgement of order issued by us shall be subject to correction without any liability on our part.
2. The quantity, quality, description and specification of the goods are set out in our acknowledgement of your order.
3. We reserve the right to make changes in specification of the goods to conform with any applicable safety or other statutory requirement or as part of our continuous improvement programme.

**Prices**

1. All quotations are based on prices detailed in our current published price list. In certain instances, where costs to us have risen significantly due to factors beyond our control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) between the date your order was placed and the delivery date, the price will be recalculated accordingly and advised to you as soon as we are able.
2. Prices and discounts shown in our price lists are subject to alteration without prior notice and any new price list cancels all previous versions.
3. Prices quoted are exclusive of VAT.
4. Quotations are valid for 60 days unless otherwise specified, after which they may be subject to change without notice. Any change to the delivery date, quantity or specification for the goods or materials requested by you or any delay caused by changes made by you may result in a change to the quotation.
5. Only in exceptional circumstances will we increase the price of the goods to you within 14 weeks of your acceptance of our quotation.

**Payment Terms**

1. All invoices rendered by us to you are due for payment in full within your pre-agreed credit terms from the date of invoice to the address stated on the invoice. This is by standard 30 day account PAYABLE to Borderland Fencing LTD.
2. We will invoice you for the price of the goods on or at any time after delivery of the goods, unless the goods are to be collected by you or you fail to take delivery of the goods, in which event we will invoice you at any time after we have notified you that your goods are ready for collection or we have attempted to deliver your goods.
3. Where a Prompt Payment Discount is agreed, it will only be applied if the payment is received as cleared funds by the agreed due date.
4. The payment due date and acknowledgment of order forms the essence of the contract between us. Without prejudice to any other rights due to us, should you fail to pay our invoice by the due date, interest will be charged on the overdue amount from the date on which payment was due to that on which is made, on a daily basis at a rate of 4% above the base rate from time to time quoted by Natwest Bank plc. You will also incur liability for all costs and expenses (including legal costs) incurred by us in the collection of any overdue account. These interest charges will be compounded with 3 monthly rests.

**Quality and Description**

Subject to the terms detailed in the below, all goods, materials and work supplied shall:

1. Conform in quality and description to the particulars stated in the order.
2. Be of sound materials and workmanship.
3. Be equal in all respects of any written specifications provided unless otherwise provided.
4. Be fit for the purpose indicated in the order either expressly or by implication.

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### **Weights and Dimensions**

1. Specifications of weight and dimensions are approximate and for guidance only.
2. Specifications of weight and dimensions contained in our brochures, price lists and other matter are intended merely to present a general idea of the goods or materials described and do not form part of a contract.

### **Your responsibilities to us**

1. You will carefully examine all the goods and materials supplied and will notify us in writing of any shortage/defect or other failure to comply with the contract within 48 hours of the goods being collected or delivered.

### **Limitation of Liability**

1. Goods and materials are supplied with the benefit, where the same are applicable, of the condition of warranties implied by section 12 of the Sale of Goods Act 1979
2. Subject to the terms contained in this document, goods are not supplied with, or subject to, any condition, warranty or other terms unless specifically stated by or agreed to by us in writing.
3. Except under the terms contained in sub-paragraphs (1) and (2) above or in respect of death or injury caused by our negligence, our liability to you is limited to the replacement cost of the goods and materials supplied to you.
4. Except under the terms contained in sub-paragraphs (1) and (2) above, we will not be under any liability to meet any cost or expense incurred by you in repairing or replacing goods or materials unless we are first given a reasonable opportunity of replacing or repairing

### **Cancellation and Suspension of orders**

1. These terms and conditions shall be binding unless agreed in writing between us.
2. Because the majority of our goods and materials are made to order, orders from you for the supply of goods and materials that have been accepted by us may not be cancelled except with our prior agreement and only on the basis that you agree to indemnify us, in full, against all losses (including but not limited to loss of profit, recovery of costs including costs for labour, manufacturing and materials used to date, damages, charges and expenses) incurred by us as a result of your cancellation or suspension.
3. Work already carried out on the basis of your order and costs associated will be charged to you along with any additional charges incurred by us in the suspension or cancellation of your order

### **Credits**

1. Goods and materials supplied by us which are not defective and which conform to the contract may not be returned without our written consent.
2. Where we agree to accept return of goods or materials for credit, a 20% handling charge will be deducted from the amount of the credit together with our reasonable charges, if any, for delivering the goods or materials to and/or collecting them from the return address.
3. Credit will be given for goods or materials returned to us if they are found to be defective or otherwise do not conform to the contract.

### **Delivery**

1. We will do our best to meet any delivery date given or agreed by us. These dates are provided in good faith given the information available at that time and we will not be liable in the event of the delivery period being exceeded or accelerated.
2. Delivery will be to the address stated on your order Order Confirmation Form unless agreed otherwise in writing.

3. Where we agree to deliver goods or materials to the site, it is your responsibility to ensure that our vehicles have proper access on a hard road surface to and from the site so that the goods or materials can be delivered and the vehicles able to leave the site in a timely fashion.

4. If you fail to take delivery of the goods or material at the time stated for delivery, other than for reasons beyond your control, then without prejudice to any other right or remedy available to us, we will store the goods or materials until an alternative delivery date is agreed and will charge any reasonable costs, including insurance, for providing that storage.

**Passing of Property and Risk**

1. Risk of damage to or loss of the goods or materials will pass to you on delivery to you or collection by you.
2. Ownership of the goods or materials will not pass to you until full payment for those goods or materials has been received by us.
3. Until ownership passes to you, you will hold the goods or materials for us in safe keeping and adequately insured against all risks. These goods or materials should be stored separately from any other goods and clearly marked as our property.

**Limitation**

1. No representative of Borderland Fencing (Fareham) Ltd other than a Director has any authority to agree any other or additional terms or conditions or to vary or waive any of the terms or conditions contained in this document and then only if he does so in writing.

**Advice and Recommendation**

1. We make every effort to ensure that any advice given to you concerning the installation, suitability and use of the goods or materials is correct given the information provided, however your decision to follow or act upon it is entirely at your own risk and consequently, we will not be liable for any such advice or recommendation.

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