

CONDITIONS OF SALE

1. All quotations given by the seller (unless otherwise agreed in writing) are subject to withdrawal and alteration without notice and do not constitute an offer to supply goods. Goods supplied against orders accepted in writing will be charged at the price ruling at the date of despatch.
2. Accounts in respect of goods supplied are due for payment by the Buyer on or before the last day of the month following that of delivery. The Seller reserves the right at any time and without prior notice to suspend deliveries to the Buyer in the event of any account of the Buyer with the Seller remaining unpaid after the time specified above.
3. Deliveries by road can only be affected as near as possible to site on good, hard accessible road. The unloading of the goods is the responsibility of the Buyer.
4. The Buyer shall inspect the goods immediately on their arrival at the point of delivery, and shall within 72 hours from such inspection give notice in writing to the Seller of any matter or thing by reason whereof the Buyer may allege that the goods are not in accordance with the Contract. Within seven days of receiving such notice, the Seller shall have the right to inspect the goods and provided that the Buyer has not used the goods and the Seller is satisfied that the defect alleged by the Buyer has risen from defective material or from the process of manufacture, the Seller will replace free of charge the goods defective. But the Seller shall not be responsible for any consequential loss or charge other than that of replacing the defective unused goods. If the Buyer shall fail to give such notice as forsoaid, the goods shall be deemed to be in all respect in accordance with the Contract and the Buyer shall be bound to except and pay for the same accordingly.
5. The Seller will not be responsible for any delays in deliveries or suspension of deliveries caused by strikes, lockouts, war, fire, breakdown of plant and machinery or any other causes beyond his control.
6. Description and or samples are submitted as indicative of the type of material and class of goods offered. No guarantee or warranty is given or implied that bulk supplies will be exactly as description of sample, and the use of such description and/or sample shall not constitute the contract, a sale by description, or a sale by sample as well as description.
7. The times within which the Buyer is to pay for the said goods and to give notice after inspection of the goods shall be of the essence of the Contract.
8. Any dispute touching or arising out of or in respect of the Contract or the subject matter thereof shall be referred to two Arbitrators, one to be appointed by each Party whose decision shall be final, in accordance with and subject to the provisions of the Arbitration Act 1950, or any statutory modification or re-enactment thereof for the time being in force.
9. Should any of the above conditions be in conflict with those of the Buyer, the conditions of the Seller will apply.
10. Where goods or materials are supplied on credit then the property in the goods shall remain vested in the Seller until payment is received in full.
11. If the Buyer shall become insolvent or fail to make due payment in the time and manner specified by the Seller, then the Seller shall have the right to suspend or cancel further deliveries, and payment for all goods, materials or services already supplied by the Seller shall become due immediately in such circumstances the Seller shall have a general lien on all materials or goods of the Buyer in the Seller's possession (whether paid for or not) for the unpaid prices of any materials, goods or services supplied to the Buyer by the Seller under the same or any other Contract. For the purpose of this condition
 - (a) An individual or firm shall be deemed to have become insolvent on the committing of any Act of Bankruptcy or on having execution levied against his or its goods or on a petition in Bankruptcy being presented against him or any partner in the firm.
 - (b) A Limited liability Company shall be deemed to have become insolvent on the Appointment of a Receiver or Manager on behalf of a creditor, on having levied against its goods or on the passing of resolution (other than for the purposes of amalgamation or reconstruction) for winding up or on the happening of any event which would entitle the court to appoint a Receiver or Manager or make a Winding Up Order.
12. These conditions and any Contract made subject thereto shall be subject to and constructed in accordance with English Law.
13. Advice on products and their uses is given in good faith and to the best of our ability, and is in no way guaranteed and the Seller will not accept any liability.
14. John A. Stephens Ltd. will make a search with a credit reference agency and will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.

CASTLE MEADOW ROAD, NOTTINGHAM NG2 1AG
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 Email: accounts@johnastephens.co.uk Website: www.johnastephens.co.uk

CREDIT ACCOUNT APPLICATION FORM AND GUARANTEE

IF SOLE TRADER, PARTNERSHIP OR LIMITED COMPANY PLEASE COMPLETE SECTIONS A, B & D

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OTHER APPLICANTS, PLEASE COMPLETE SECTIONS A, C & D

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**FAILURE TO COMPLETE ALL APPLICABLE SECTIONS
WILL RESULT IN REFUSAL OF CREDIT FACILITIES**

SECTION A - APPLICANTS DETAILS

TRADING TITLE/ FULL NAME:			
ADDRESS:			
	(INVOICING ADDRESS IF SELF BUILD PROJECT)		
POSTCODE:		HOW LONG AT ADDRESS:	
DATE OF BIRTH DD/MM/YYYY	SELF BUILD ONLY:	This information is required under the Data Protection Act. If you do not provide your D.O.B. your credit application will not be processed	
TELEPHONE:		FAX:	
MOBILE:		MAIN E-MAIL:	
ACCOUNT CONTACT:		ACCOUNT E-MAIL:	
INVOICES BY E-MAIL:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF YES - INVOICE E-MAIL:
John A Stephens Ltd, from time to time would like to send you information and special offers about our products & services		MARKETING E-MAIL:	
Please tick if you do not want to receive offers & information by post <input type="checkbox"/>		Please tick if you do not want to receive offers & information by email <input type="checkbox"/>	

SUBJECT TO OUR CONDITIONS OF SALE ON BACK PAGE

SECTION B - COMPANY DETAILS

COMPANY REGISTRATION No.:	
REGISTERED OFFICE:	
HOW LONG HAS COMPANY BEEN TRADING:	
MAIN BUSINESS ACTIVITY:	

PROPRIETOR / PARTNERS / DIRECTORS DETAILS (PLEASE USE ADDITIONAL SHEET IF NECESSARY)			
FULL NAME:			
ADDRESS:			DATE OF BIRTH:
PREVIOUS ADDRESS IF LESS THAN 2 YEARS AT PRESENT ADDRESS:			
FULL NAME:			
ADDRESS:			DATE OF BIRTH:
PREVIOUS ADDRESS IF LESS THAN 2 YEARS AT PRESENT ADDRESS:			
PREVIOUS DIRECTORSHIPS/PARTNERSHIPS INCLUDING DISQUALIFIED:			
SHAREHOLDERS:			

PLEASE SUPPLY NAMES AND ADDRESSES OF 2 COMPANIES WHERE YOU HOLD A CREDIT ACCOUNT:	
NAME:	
ADDRESS:	
NAME:	
ADDRESS:	

SECTION C - SELF BUILD DETAILS

PLEASE GIVE DETAILS OF PREVIOUS ADDRESSES, IF AT CURRENT LESS THAN 2 YEARS:

FULL NAME:	
ADDRESS:	
FULL NAME:	
ADDRESS:	

TYPE OF SELF BUILD:	NEW BUILD	EXTENSION	GARAGE
REFURBISHMENT	OTHER (PLEASE SPECIFY)		

IF NEW BUILD PLEASE GIVE SITE ADDRESS:	

EMPLOYERS NAME & ADDRESS:	

SECTION D - BANK DETAILS & ACCEPTANCE

BANKERS NAME:			
ADDRESS:			
ACCOUNT No.:		SORT CODE:	

ESTIMATE OF CREDIT REQUIRED PER MONTH:	£
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HAVE YOU PREVIOUSLY HELD OR BEEN REFUSED AN ACCOUNT WITH THIS COMPANY? IF YES, PLEASE GIVE DETAILS:	
ANY OTHER INFORMATION YOU WISH TO OFFER IN SUPPORT OF YOUR APPLICATION:	
PLEASE STATE IF WE REQUIRE AN ORDER No. FROM YOURSELVES FOR THE SUPPLY OF MATERIALS:	YES / NO

I/WE WISH TO APPLY FOR A MONTHLY CREDIT ACCOUNT AT JOHN A. STEPHENS LTD. I/WE AGREE TO THE TERMS AND CONDITIONS OF SALE. I/WE AUTHORISE THAT JOHN A. STEPHENS LTD MAY MAKE A SEARCH WITH A CREDIT REFERENCE AGENCY.

ORIGINAL MUST BE RETURNED, SIGNED BY A DIRECTOR OR THE APPLICANT IN SECTION A

SIGNED:			
PRINT NAME:			
POSITION:		DATE:	

WHAT FACTORS WERE MOST INFLUENTIAL IN DECIDING TO APPLY FOR AN ACCOUNT: (TICK UP TO 3)									
<input type="checkbox"/>	LOCATION	<input type="checkbox"/>	DELIVERY SERVICE	<input type="checkbox"/>	PRICES	<input type="checkbox"/>	CREDIT FACILITIES	<input type="checkbox"/>	RECOMMENDATION
<input type="checkbox"/>	CUSTOMER SERVICE	<input type="checkbox"/>	STOCK & PRODUCT RANGE	<input type="checkbox"/>	OTHER, PLEASE SPECIFY				

SEE OVERLEAF FOR CONDITIONS OF SALE