

Rembrand Timber Limited

Accounts Department, Shielhill Wood, Tealing, By Dundee DD4 0PW

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REMBRAND

TIMBER LIMITED

TIMBER



BUILDING

CREDIT ACCOUNT APPLICATION FORM

Instructions

Please read these instructions carefully BEFORE completing this application form.

- To be completed by the owner/director/company secretary/partner/trustee of the business applying for credit
- Please read ALL sections of the Application Form BEFORE starting to fill it in
- Please complete ALL sections of the Application Form BEFORE signing

The Application Form comprises the following parts:

Part 1: Conditions of Sale

- The Rembrand Timber Conditions of Sale will apply to all Goods provided to you

Part 2: Credit Account Application

- About your business: fill in names, addresses, trading style, credit limit required, etc
- Please fill in names and home addresses of principals/directors/partners/members/trustees and trade references
- Please provide details of two trade references
- Please provide your bank details
- Data Protection Statement – this explains how we will use your information
- Credit Guarantee
- Please do not sign this application until you have completed EVERY page

What to do next?

- Detach the front cover and retain it (with our conditions of sale)
- Return the completed Credit Account Application to your local branch or representative, or post to the address at the top of this page.

We aim to process all applications as soon as possible. Only once we have confirmed that your application has been approved will you be entitled to receive credit in accordance with our terms.

Please be aware that incorrect or incomplete applications will result in delays.

CONDITIONS OF SALE

1. Definitions and Interpretation

1.1 **Definitions.** In these Conditions of Sale, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Edinburgh are open for business.

Buyer: the person or firm who purchases the Goods from Rembrand.

Conditions of Sale: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.6 (Variation).

Contract: the contract between Rembrand and the Buyer for the sale and purchase of the Goods in accordance with these Conditions of Sale.

Force Majeure Event: has the meaning given in clause 11 (Force Majeure).

Goods: the goods (or any part of them) set out in the Order.

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form, or otherwise provided to Rembrand.

Rembrand: Rembrand Timber Limited, a company incorporated and registered in Scotland with company number SC080045 having its registered office at Shielhill Wood, Tealing, By Dundee DD4 0PW.

Specification: any specification for the Goods provided by Rembrand.

1.2 **Construction.** In these Conditions of Sale, the following rules apply:

- A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- A reference to a party includes its personal representatives, successors or permitted assignees.
- A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- A reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- These Conditions of Sale apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions of Sale. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate.
- If the Buyer requires the Goods to be manufactured or supplied to the Buyer's design and/or specification, the Buyer must provide to Rembrand a detailed written design and/or specification of the Buyer's requirements when the Buyer places its order for the Goods.
- The Order shall only be deemed to be accepted when Rembrand commences work on the Order, at which point the Contract shall come into existence.
- The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Rembrand which is not set out in the Contract.
- Once an Order has been accepted by Rembrand, the Order may not be cancelled by the Buyer without the prior agreement of Rembrand. Rembrand will not agree to cancellations for Orders for Goods specifically ordered in by Rembrand for the Buyer or Goods manufactured or supplied to the Buyer's design and/or specification or if any of the Goods are ready for dispatch or in the process of manufacture.
- Any samples, drawings, descriptive matter, or advertising produced by Rembrand and any descriptions or illustrations contained in Rembrand's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- A quotation for the Goods given by Rembrand shall not constitute an offer. A quotation shall only be valid for a period of twenty (20) Business Days from its date of issue.

3. GOODS

- The Goods are described in Rembrand's catalogues or brochures.
- Rembrand reserves the right to amend the description of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY

- Rembrand shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Rembrand reference number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- Rembrand shall deliver the Goods to such location as the parties may agree (**Delivery Location**) at any time after Rembrand notifies the Buyer that the Goods are ready.
- Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Rembrand shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide Rembrand with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- If Rembrand fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Rembrand shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide Rembrand with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- If the Buyer fails to accept delivery of the Goods within three (3) Business Days of Rembrand notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Rembrand's failure to comply with its obligations under the Contract:
 - delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Rembrand notified the Buyer that the Goods were ready; and
 - Rembrand shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- If five (5) Business Days after the day on which Rembrand notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them, Rembrand may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- Rembrand may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

4.9 Any claim by the Buyer for damage to the Goods or loss in transit or (subject to clause 4.8) shortfall in the Goods will not be considered by Rembrand unless:

- in the case of damage or shortfall in the Goods, the Buyer has notified both Rembrand and the carrier within twenty four (24) hours of the delivery date and the actual damage is recorded on the carrier's delivery note; and
 - in the case of non-delivery of the Goods, the Buyer has notified in writing both Rembrand and the carrier within fourteen (14) days after the date of advice note or invoice.
- No claim for damage or any shortfall in the Goods can be claimed where a clear signature acknowledging receipt has been given to the carrier.

5. QUALITY

- On delivery, and for a period of fourteen (14) days from the date of delivery (warranty period), the Goods shall:
 - conform in all material respects with the Specification; and
 - be free from material defects in design, material and workmanship.
- Subject to clause 5.3, if:
 - the Buyer gives notice in writing to Rembrand during the warranty period that some or all of the Goods do not comply with the requirements set out in clause 5.1;
 - Rembrand is given a reasonable opportunity of examining such Goods; and
 - the Buyer (if asked to do so by Rembrand) returns such Goods to Rembrand's place of business at the Buyer's cost, Rembrand shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- Rembrand shall not be liable for any failure of the Goods to comply with the requirements set out in clause 5.1 if:
 - the Buyer makes any further use of such Goods after giving notice in accordance with clause 5.2; or
 - the defect arises because the Buyer failed to follow Rembrand's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
 - the defect arises as a result of Rembrand following any drawing, design or specification supplied by the Buyer; or
 - the Buyer alters or repairs such Goods without the written consent of Rembrand; or
 - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- Except as provided in this clause 5, Rembrand shall have no liability to the Buyer in respect of the Goods' failure to comply with the requirements of clause 5.1.
- The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- These Conditions of Sale shall apply to any repaired or replacement Goods supplied by Rembrand.

6. RETURN OF GOODS

- Orders for Goods specifically ordered in by Rembrand for the Buyer or Goods manufactured or supplied to the Buyer's design and/or specification cannot be returned and no refunds will be given in respect of the cancellation of Orders for such Goods.
- For all Goods other than those described in section 6.1, Rembrand reserves to the right to make a re-stocking charge at its current rate for Goods returned by the Buyer as surplus to requirements. The return of such Goods will not be accepted without the prior agreement of the Buyer and the Rembrand manager of the department concerned and is subject to the Buyer providing Rembrand with the original version of the invoice for the Order. Thereafter the return of such Goods will be accepted as the Buyer's agreement to pay the re-stocking charge.

7. TITLE AND RISK

- The risk in the Goods shall pass to the Buyer on completion of delivery.
- Title to the Goods shall not pass to the Buyer until the earlier of:
 - Rembrand receives payment in full (in cash or cleared funds) for the Goods and any other goods that Rembrand has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 7.4.
- Until title to the Goods has passed to the Buyer, the Buyer shall:
 - store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as Rembrand's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify Rembrand immediately if it becomes subject to any of the events listed in clause 9.2 (Termination and Suspension); and
 - give Rembrand such information relating to the Goods as Rembrand may require from time to time.
- Subject to clause 7.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Rembrand receives payment for the Goods. However, if the Buyer resells the Goods before that time:
 - it does so as principal and not as Rembrand's agent; and
 - title to the Goods shall pass from Rembrand to the Buyer immediately before the time at which resale by the Buyer occurs.
- If before title to the Goods passes to the Buyer the Buyer has not paid in full for the Goods within the permitted time for payment or becomes subject to any of the events listed in clause 9.2 (Termination and Suspension), then, without limiting any other right or remedy Rembrand may have:
 - the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - title to the Goods shall pass from Rembrand to the Buyer immediately before the time at which resale by the Buyer occurs.
- If before title to the Goods passes to the Buyer the Buyer has not paid in full for the Goods within the permitted time for payment or becomes subject to any of the events listed in clause 9.2 (Termination and Suspension), then, without limiting any other right or remedy Rembrand may have:
 - the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - Rembrand may at any time:

CONDITIONS OF SALE

- (i) require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8. PRICE AND PAYMENT

8.1 Unless Rembrand has agreed in writing that the price of the Goods shall be fixed, Rembrand reserves the right to invoice the Buyer for the Goods at the price(s) prevailing on the date of delivery or despatch to the Buyer or its nominee.

8.2 Rembrand may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond Rembrand's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing and/or supply costs);
- (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give Rembrand adequate or accurate information or instructions.

8.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer.

8.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Buyer shall, on receipt of a valid VAT invoice from Rembrand, pay to Rembrand such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

8.5 Rembrand may invoice the Buyer for the Goods on or at any time after the completion of delivery.

8.6 Unless otherwise agreed, the Buyer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by Rembrand. Time of payment is of the essence.

8.7 The Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts (Rate of Interest) (Scotland) Order 2002, the Late Payment of Commercial Debts (Scotland) Regulations 2002 and the Late Payment of Commercial Debts (Scotland) Regulations 2013 shall apply in any instance of late, partial or non-payment of invoices. Rembrand shall be entitled to charge late payment interest and to receive late payment compensation in terms of the foregoing on each individual invoice or part thereof which remains unpaid by the due date for payment. All such invoices, or parts thereof, shall be deemed to be qualifying debts for the purpose of the Act.

8.8 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Rembrand may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by Rembrand to the Buyer.

9. TERMINATION AND SUSPENSION

9.1 If the Buyer becomes subject to any of the events listed in clause 9.2, Rembrand may terminate the Contract with immediate effect by giving written notice to the Buyer.

9.2 For the purposes of clause 9.1, the relevant events are:

- (a) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- (e) (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- (g) (being an individual) the Buyer is the subject of a sequestration petition or order;
- (h) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- (i) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2(a) to clause 9.2(f) (inclusive);
- (j) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (k) the Buyer's financial position deteriorates to such an extent that in Rembrand's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.3 Without limiting its other rights or remedies, Rembrand may suspend provision of the Goods under the Contract or any other contract between the Buyer and Rembrand if the Buyer becomes subject to any of the events listed in clause 9.2(a) to clause 9.2(l), or Rembrand reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

9.4 On termination of the Contract for any reason the Buyer shall immediately pay to Rembrand all of Rembrand's outstanding unpaid invoices and interest.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

9.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions of Sale shall limit or exclude Rembrand's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for Rembrand to exclude or restrict liability.

10.2 Subject to clause 10.1:

(a) Rembrand shall under no circumstances whatever be liable to the Buyer, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) Rembrand's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods supplied under the Contract.

10.3 Subject to clause 10.1, where manufacturers of goods or materials have limited their liability in respect thereof or in respect of any consequential liability, and such limitation has been advertised or announced in trade literature or has otherwise been deemed to have come to the notice of the Buyer whether generally or specifically, to the maximum extent permitted by applicable law the same limitations shall apply to Rembrand's liability on the sale of those Goods by Rembrand in place of all other conditions or warranties which are hereby expressly excluded.

10.4 Subject to clause 10.1, Rembrand shall not be liable for any defect or fault in the Goods resulting from the Goods being manufactured or supplied in accordance with the Buyer's design and/or specification of the Goods. The Buyer shall on demand indemnify in full and so free and relieve Rembrand from and against any claim, cost, liability, charge or expense in respect of the infringement of any third party right arising out of or in connection with the manufacture and/or supply of the Goods by Rembrand in accordance with the Buyer's design and/or specification.

11. FORCE MAJEURE

11.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. CREDIT AND TRADE REFERENCES

12.1A credit account in favour of the Buyer may be opened at the discretion of Rembrand, subject to satisfactory credit and trade references being obtained.

12.2 Rembrand will make a search with a credit reference agency which will keep a record of that search and will share that information with other businesses. Rembrand may also make enquiries about the Buyer's principal(s), director(s), partner(s) and trustee(s) with a credit reference agency.

12.3 Rembrand will also take up trade references provided by the Buyer when applying for a credit account.

13. GENERAL

13.1 Assignment and other dealings.

(a) Rembrand may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Buyer may not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Rembrand.

13.2 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

13.6 Variation. Except as set out in these Conditions of Sale, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Rembrand.

13.7 Governing law and Jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Scotland. Rembrand and the Buyer each irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

YOUR BUSINESS DETAILS

Name	Date of Birth (if Sole Trader)
Trading Name (if different from above)	Telephone
Address	Fax
	Mobile
Postcode	
Email	Turnover £
Previous Address (if less than 2 years at present address)	
	Trading Style (please tick)
	<input type="checkbox"/> Sole Trader <input type="checkbox"/> LLP
	<input type="checkbox"/> Partnership <input type="checkbox"/> Other
Postcode	<input type="checkbox"/> Limited Company
Payment Contact Name	Number of Employees
<input type="checkbox"/> Please tick if you wish to opt out of invoices/statements by email	Company Registration No.
	VAT Registration No.

Please supply proof of your address, such as a copy of a current utility bill and a sample of business letter headed paper

Have any of the principals (directors/partners/trustees or proprietor) been involved in a Liquidation/Bankruptcy/IVA/CVA/Receivership or had any court judgements registered against them? No Yes

How long have you been established? Years Months

When does your financial year end? Day Month

Payment Method BACS Cheque Cash Credit Card

HOLDING COMPANY / REGISTERED OFFICE DETAILS (IF APPLICABLE)

Name	Company Registration No.
Address	Postcode

YOUR PREMISES

Are your premises Owned Leased Landlords Name

Landlords Address

Landlords Telephone

MAIN PURCHASING CONTACT

Name	Position
Address	
Telephone	Email

DATA PROTECTION

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of the principal owners/directors/partners/trustees. Should it become necessary to review an account, then again a credit reference be may be sought and a record kept. We may monitor and record information relating to your trade performance and such records will be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. We may also share your information with other companies in our group.

By providing us with information relating to others, you confirm that you have their permission to do so for the purposes stated on this form.

Rembrand Timber – Respecting Your Privacy

We will record your purchasing preferences and we and other members of our group may use your information for marketing purposes.

Please tick if you **do not** want us or other members of our group to contact you by mail , or telephone with details of similar goods and services which may be of interest to you.

Please tick if you **do** want us or other members of our group to contact you by email or text with details of similar goods and services which may be of interest to you.

Under the Data protection Act you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to request that we correct any inaccuracies. Some telephone calls may be monitored for compliance or training purposes.

Credit Guarantee – To be completed by the shareholders/directors/partners/members/trustees of the business applying for credit.

In consideration of Rembrand Timber Limited agreeing to supply goods to the applicant on credit, I/we the undersigned, being shareholder(s) / owner(s) / director(s) / partner(s) / member(s) / trustees of the applicant, hereby personally (and, where there is more than one signatory, jointly and severally) guarantee payment of all the financial obligations arising from the provision of (or increase in) the credit facilities granted by Rembrand Timber Limited or its subsidiaries and successors from time to time following review of the applicant's account. I/we also agree to indemnify Rembrand Timber Limited on demand and in full against all losses incurred by it and arising as a consequence of its provision of credit facilities to the applicant. Where this credit guarantee and indemnity are undertaken on a joint and several basis by those signing, I/we further acknowledge and have had notice that such guarantee and indemnity obligations will be enforceable against me in my individual capacity.

Signature	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
Position	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please read and complete all the pages of the application BEFORE signing the section below. I/We make this application on behalf of the applicant to open a credit account with Rembrand Timber Limited. I/We understand that the credit terms require payment due promptly at the end of the month following the date of invoice and that if granted credit I/We agree to pay in accordance with these terms. I/We acknowledge and accept the Rembrand Timber Limited Conditions of Sale which shall apply to all sales of goods by Rembrand Timber Limited.

Company Use only

Rep Code

Proof of Address

Branch Authorisation

Credit Limit Required

Signature for Applicant

Applicant Business Name

Main branch with which you intend to trade

Date _____ Print Name _____