

## CREDIT ACCOUNT APPLICATION

COMPANY NAME: \_\_\_\_\_

TRADING NAME *(if different)*: \_\_\_\_\_

REGISTRATION NO: \_\_\_\_\_ INCORPORATION DATE: \_\_\_\_\_

REGISTERED OFFICE: \_\_\_\_\_

TRADE CONTACT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

INVOICING ADDRESS *(if different)*: \_\_\_\_\_

ACCOUNTS CONTACT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### SERVICES REQUIRED:

Plant Hire ☐

Regeneration ☐

Remediation ☐

Surfacing ☐

Recycling ☐

Aggregates ☐

Other ☐

CREDIT LIMIT REQUIRED: \_\_\_\_\_

### BANK REFERENCE:

Bank Name: \_\_\_\_\_

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

Sort Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

### TRADE REFERENCES:

#### Reference 1:

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

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

\_\_\_\_\_

Contact: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

#### Reference 2:

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

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

\_\_\_\_\_

Contact: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

#### Reference 3:

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

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

\_\_\_\_\_

Contact: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

## CREDIT ACCOUNT APPLICATION

### DECLARATION:

I/we consent to my/our bankers providing credit references on me/us on an ongoing basis.

I/we hereby apply for credit facilities to be granted to me/us and confirm that we comply with your payment terms of nett monthly and agree to be bound by your standard terms and conditions of sale.

OCL Regeneration will make a search with a credit reference agency, who will keep a record of that search and share that information with other businesses. In some instances, we may also make a search on the personal credit file of principle directors. Should it become necessary to review an account, then again a credit reference maybe sort and a record kept. We will 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 fraud prevention.

This is not a credit agreement as governed by the Consumer Credit Act 1974.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

#### OCL Office Use Only:

Account Approved: ☐

Credit Limit: £ \_\_\_\_\_

Authorised: \_\_\_\_\_

Date: \_\_\_\_\_

Account Number: \_\_\_\_\_

## CREDIT ACCOUNT APPLICATION

|                       |  |
|-----------------------|--|
| <b>Definitions</b>    | in these terms and conditions words shall have the meanings (respectively set out against them): -   |
| <b>"the Company"</b>  | OCL Regeneration Limited   |
| <b>"the Customer"</b> | the person, company or organisation agreeing to purchase the goods   |
| <b>"Contract"</b>     | the agreement between The Company and The Customer for the provision of goods on these terms   |
| <b>"Goods"</b>        | the goods and any services supplied or to be supplied to the customer under the Contract as described in the relevant quotation, order acknowledgement, delivery note, advice note, or invoice issued by the Company |
| <b>"these terms"</b>  | the terms and conditions set out below shall govern the contract.  |

- 1. These Terms and Variation Thereof:**
  - 1.1 These terms govern every contract between the Company and the Customer and shall prevail over any terms put forward by the Customer less the Company expressly agrees otherwise in writing. No other conduct by the Company shall be deemed to constitute acceptance of any terms put forward by the Customer.
  - 1.2 No agent or employee of the Company has authority to vary these terms. No addition to or variation of these terms is binding on the Company unless agreed in writing and signed by a director or the Company Secretary of the Company.
- 2. Issue of Quotation:**
  - 2.1 Quotations shall only be available for acceptance for a maximum period of 30 days from the date of quotation to the Customer and will only become valid when the Company acknowledges and accepts the order in accordance with Clause 3.1 unless specifically stated otherwise in writing by the Company and provided that the Company has not previously withdrawn the quotation.
  - 2.2 All quotations given by the Company must be accepted in their entirety unless expressly agreed otherwise in writing.
  - 2.3 The Company reserves the right to record all orders or enquiries received by telephone.
- 3. Acceptance**
  - 3.1 Each order for Goods by the Customer to the Company shall be deemed to be an offer by the Customer to purchase the Goods subject to these conditions and, for the avoidance of doubt, any call-off order on a Contract which differs from the mix designs negotiated for that Contract shall, be deemed to be part of the Contract and subject to these conditions. Such written orders shall not be binding on the Company until acknowledged by the company in writing, affirming the Goods to be supplied, the price of supply of such Goods and the Company's Terms and Conditions of Sale, except in the event of delivery or collection of Goods occurring without the Customers written order and/or acknowledgement by the Company when the Company shall be considered to have accepted the order only on the issue of a conveyance/advice note (on collection) or of a delivery note (on delivery) and then in strict accordance with these terms and conditions.
  - 3.2 The Company's catalogues, instruction leaflets, manuals, drawings, illustrations, specifications, quotations and price lists do not constitute offers by the Company and the Company reserves the right to withdraw the same at any time prior to acceptance of an order.
- 4. Price**
  - 4.1 All prices quoted are ex-works unless otherwise stated. The price charged to the Customer will be that previously agreed between the Company and the Customer appearing on the written acknowledgement of order, or quotation, or delivery note or advice note, and will in addition, be subject to VAT and any other government duty or tax that is applicable at the time of sale. Where no price has been quoted by the Company, the price of the Goods will be at the Company's prices ruling at the date of delivery or collection, as appropriate.
  - 4.2 The Company reserves the right to increase the price of goods to cover any additional costs that have to be borne by the Company in respect of the Goods during the course of the Contract arising as a result of legislation or regulatory changes affecting the operation of the Company or significant changes in the market price of major cost components of the Goods provided by the Company such as, but not limited to, fuel cost increases.
  - 4.3 The Company reserves the right at any time to make any reasonable variation to the goods specified in the Contract and the Customer agrees to pay any additional charges incurred by the Company arising as a result of any such variation.
- 5. Payment**
  - 5.1 Unless agreed otherwise and confirmed in writing by the Company, all invoices must be paid in full without set-off or counterclaim or any reduction whatsoever within 30 days of the date of invoice. Time for payment shall be of the essence of the Contract and if for any reason payment is not made on the due date the Company reserves the right to:
    - a) Charge interest (both before and after judgement) at 4 percent per annum above Lloyds Bank plc base rate from time to time on the outstanding amount for the period from the 30th day after the date of invoice to the date of payment.
    - b) Cancel the Contract or suspend deliveries of Goods under the Contract without prejudice to The Company's rights to demand all sums due to it, and to charge the Customer the expenses of cancellation or suspension (on an indemnity basis);
    - c) Require the Customer to procure an appropriate extension to the delivery date or contract period and to provide suitable letters of comfort or indemnity to the Company (as it shall require) against all costs proceedings and claims which may be bought against the Company following a postponement of its obligations under the contract due to the Customers delay in making payment;
    - d) Repossess and sell any Goods delivered, and enter upon the Customers premises with or without employees or agents of the Company for that purpose; and
    - e) Ask for payment in advance to cover costs of Goods and/or services which still then have to be delivered and/or which still then have to be performed.
  - 5.2 The Company reserves the right, without incurring any liability to the Customer whatsoever, to refuse to exercise any order or part thereof if the arrangements for payment are, or credit status of the Customer is, in the Company's opinion, insufficient or unsatisfactory and to refuse to perform or continue to perform any order for any Customer whose account or any part thereof is or becomes overdue for payment.
- 6. Title in the goods and passing of risk to the Customer**
  - 6.1 The risk in the goods shall remain with the Company until, and shall pass to the Customer at, the point of delivery or collection. However, title in the goods shall remain with the Company until payment for the Goods and every other sum due from the Customer to the Company has been made, and cleared, in full.
- 7. Quality and Purpose**
  - 7.1 Goods supplied by the Company may be "as found" and therefore variable. A standard specification shall only apply to Goods where notified and confirmed to the Customer in writing.
  - 7.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including and applicable specification) submitted and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
  - 7.3 The Customer, or its representative, shall inspect and satisfy itself as to the condition of the Goods at the time of each and every delivery or collection and acknowledge acceptance in writing at the time of delivery or collection. In the event that the Customer is not satisfied at time of delivery or collection, it must notify the Company immediately of any defects, which are reasonably apparent, and must not use or install such Goods. In any event all complaints concerning the Goods must be notified in writing to the Company by the Customer within 7 working days of delivery or collection of the Goods in respect to which the complaint is being made.
  - 7.4 Any recommendation, representation or suggestion relating to the use, storage or handling of the Goods made by the Company, its employees or agents either in technical literature or in response to a specific enquiry or otherwise is given in good faith. However, it is for the Customer to satisfy themselves of the suitability of the goods for their own particular use. Accordingly, the Company gives no warranty as to the fitness of the goods for any particular purpose and any implied warranty or condition (statutory or otherwise) as to the fitness for purpose is excluded.
- 8. Replacement**
  - 8.1 The Company shall have the right to replace Goods if in the opinion of the company they fail to meet the Contract specification.
- 9. Force Majeure**
  - 9.1 The Company shall not be liable or responsible for any loss or damage caused by either delay in the performance of or non-performance of any of its obligations under the Contract where the same is occasioned by any cause whatsoever that is beyond the Company's reasonable control, including but not limited to an act of God, war (whether declared or not), fire, flood, tempest, adverse weather conditions, epidemic or accident, national emergency, riot, civil disturbance, malicious damage, sabotage, insurrection or requisition, enactment's, prohibitions or restrictions of any kind, strike, lockout or industrial dispute (whether involving employees of the company or those of any other person), difficulties in obtaining workers or adequate or suitable materials (including, but not limited to, fuel, parts or machinery), breakdown of machinery, non-availability or delay of other transport, import or export regulations or embargoes or compliance with governmental (United Kingdom or otherwise) regulations,
  - 9.2 Should any such event as is referred to in clause 9.1 occur, the Company may cancel or initially suspend then cancel the Contract without incurring any liability for any loss or damage whatsoever thereby occasioned.
- 10. Collection of Goods**
  - 10.1 The parties shall agree the location for delivery of the Goods. Failing agreement, delivery of the Goods shall be at the Company's nominated premises, or from an alternative location specified by the Company.
  - 10.2 Where the Customer collects goods from the Company or nominated collection site, the Customer must act in accordance with the operational procedures at the collection site and follow all instructions given by the Company's duly authorised representative at the collection site. The Company will not be liable for loss or damage to the Customers property or in the absence of negligence on the part of the Company, for any personal injury occasioned to the Customer, its employees or agents which results from the failure of the Customer to comply with the Company's site operation procedures or the Company's instructions. Neither shall the Company be liable, in any way, for loss or contamination to the Goods resulting from the condition of the collection vehicle.

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- 11. Delivery of Goods**
  - 11.1 The Customer shall ensure safe and easy access for the Company's delivery vehicles (or the delivery vehicles of its agents or sub-contractors). In the event that in the Company's opinion such safe and easy access is not available or any road or ground over which the delivery vehicles would have to travel is in the Company's opinion unsuitable, the Company reserves the right to refuse to deliver Goods. Further, should the Company incur any costs and expenses as a result of the Customers failure to ensure suitable access for delivery of the Goods the Company shall be entitled to recover all such costs and expenses in addition to the price payable for the Goods.
  - 11.2 The Company reserves the right to satisfy the Contract in instalments and in the event of the Company exercising such right each instalment shall constitute a separate contract between the Company and Customer and failure by the Company to deliver any one or more of the instalments in accordance with these terms or, any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
  - 11.3 Minor deficiencies in the quantity of the Goods delivered under the Contract shall not be deemed to be a breach of contract. The Customer shall accept such quantity of Goods and shall pay for the Goods actually delivered at the Contract rate. The Company's liability in respect of short weight or measure of Goods supplied shall be limited to the delivery of an additional supply of the Goods in accordance with these Conditions to make up the short weight or measure. The Company shall have no liability in this respect if notification is given later than 24 hours after delivery of the Goods.
  - 11.4 If the Customer requires the Goods to be delivered in quantities less than minimum loads as communicated to the Customer, or several types of goods are required on one delivery vehicle, or delivery is required outside of the Company's normal working hours, or the buyer fails to take delivery or to provide adequate delivery instructions, or the delivery vehicle is delayed more than 30 minutes after the Company or its carrier is ready to unload, or the delivery cannot be effected because of unsuitable access or unsuitable discharge point, or the Customer requests that delivery be deferred; save where otherwise agreed in writing by the Company, the Customer will be liable to reimburse the Company in accordance with the Standard Schedule of charges, published from time to time and, available from the Company on request.
  - 11.5 Where the Goods are to be delivered by the Company to the Customer then, time for the delivery shall not be of the essence and the company shall have no liability in respect of late delivery of the Goods or any instalment thereof.
  - 11.6 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions the time stated for delivery (otherwise than by reason of any cause beyond the customers reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company. The Company may:-
    - i) Store the Goods until actual delivery and charge the customer for the reasonable costs (including storage) or:-
    - ii) Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage, transport and sale expenses) charge the customer the shortfall below the contract price.
- 12. Assignability**
  - 12.1 All contracts between the Company and the Customer are personal and shall not be assigned to any third party without the Company's prior written consent.
- 13. Guarantees and Liability**
  - 13.1 Subject to the conditions set out below the Company guarantees that the Goods supplied will correspond with their specification at the time of delivery and, at that time, will be free from defects in material and workmanship. The Company shall as soon as is reasonably practicable replace, free of charge, all Goods which prove defective at the time of delivery.
  - 13.2 The Company shall indemnify the Customer against actions, claims, costs, demands, expenses and liabilities whatsoever arising in respect of personal injury to or death of any person which shall be attributable to some defect in the Goods or their packaging.
  - 13.3 The above guarantees are given by the Company subject to the following conditions:
    - i) The Customer must establish, to the reasonable satisfaction of the Company that there is a defect in the workmanship of the Company in relation to the Goods, or there is a defect in the design of the Goods in circumstances where the Company has designed the Goods, or the Goods are not in accordance with the quality or specification contained in the Contract.
    - ii) The Company shall be under no liability under the above guarantee (or any other warranty condition or guarantee) if:-
      - a) the Customer has not provided the Company with written details of an alleged breach of the guarantee contained in this clause 13 within 7 days of the date upon which the Customer became or should have become aware of the alleged breach or, in any event within 28 days of the date of delivery of the Goods
      - b) any alleged defect arises through fair wear and tear, wilful damage, negligence, neglect, default, the effects of frost, heat or inclement weather, abnormal working conditions, failure to follow the Company's instructions (whether oral or written), misuse or alteration, incorrect installation or handling, failure to observe proper sampling or testing procedures, combination or repair of the goods without the Company's approval.
      - c) The Customer removes the Goods without the Company's prior written consent or where the Company has not been given proper opportunity to ascertain or verify the nature and cause of the alleged defect.
      - d) The customer continues to use the goods after an alleged defect or failure became apparent.
      - e) In relation to bitumen or cement bound materials, the Company will accept no responsibility for the strength or other quality of its Goods if the Customer shall have added anything whatsoever to them (other than as directed by the Company)
    - iii) The above guarantee does not extend to goods not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
  - 13.4 Where any valid claim in respect of any Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified and proven to the Company in accordance with these conditions, the Company shall either replace the Goods (or any part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportional part thereof), but the Company shall have no further liability to the Customer.
  - 13.5 The Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer except as expressly provided in these conditions.
  - 13.6 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods if a delay or failure was due to any cause beyond the control of the Company. Without prejudice to the generality of the foregoing, the matters contained in clause 9 of these conditions shall be regarded as causes beyond the Company's reasonable control.
- 14. Severance**
  - 14.1 In the event that any clause in these terms and conditions shall be held by any court or other body having justification to be unenforceable, illegal or otherwise invalid, it shall be deleted and the remaining provisions of this Contract shall continue in full force and effect.
- 15. Determination**
  - 15.1 Any dispute or difference between the parties as to the interpretation of the Contract or in respect of any matter or thing arising under, out of or in connection with the Contract which cannot be settled amicably by the Company and the Customer shall be submitted to and decided by a single arbitrator (the "arbitrator"), such arbitration to be held in the City of London.
  - 15.2 The Arbitrator shall be appointed by agreement between the Company and the Customer or, failing agreement within 14 days of either of them requesting such agreement, by the president for the time being of the Chartered Institute of Arbitrators.
  - 15.3 The procedure to be followed shall be agreed by the Company and the Customer, or, in default of an agreement, be decided by an arbitrator.
  - 15.4 If either the Company or the Customer defaults in respect of any procedural order made by the arbitrator, the parties agree that the arbitrator shall have the power to proceed with the arbitration in the absence of that party and deliver his award.
  - 15.5 The parties agree that the decision of the arbitrator shall be final and binding on the Company and the Customer and shall not be subject to appeal or judicial review.
- 16. Insurance and Indemnity**
  - 16.1 The Customer agrees to indemnify the Company against losses, damages, costs, claims or expenses incurred by the Company in respect of any claim brought against the Company by any third party for:
    - i) Any loss, injury or damage wholly or partly caused by the Goods or their use by the Customer.
    - ii) Any loss, injury or damage in any way connected with the performance of this Contract; provided that this clause will not require the Customer to indemnify the Company against liability for the Company's own negligence.
  - 16.2 The Customer undertakes to maintain sufficient insurance to cover its potential liabilities under the Contract and the Customer shall provide proof of such insurance to the Company if so requested by the Company.
- 17. Confidentiality**
  - 17.1 Save where required to disclose such information by law the Company will not disclose any confidential information received in relation to or arising from the Goods without obtaining the Customers written consent.
  - 17.2 The Customer will similarly not disclose any confidential information, which may become available concerning the Company and the Goods without first obtaining the Company's written consent.
  - 17.3 The obligations under clauses 17.1 and 17.2 will remain in force notwithstanding termination or expiry of the Contract for any reason.
- 18. Governing Law**
  - 18.1 The Contract is governed by and shall be interpreted in accordance with English Law and shall be subject to the jurisdiction of the English Courts.
  - 18.2 References to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, extended, re-enacted or replaced.

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**19 Health and Safety and Sampling**

- 19.1 The attention of the Customer is specifically drawn to the need for care in the handling of the Goods. In particular, the attention of the Customer is drawn to the provisions of Section 6 of the Health and Safety at Work etc Act 1974, as amended. The Company gives notice to the Customer that the Company has available information, (including product safety data sheets) and product literature concerning the conditions necessary to ensure that, as far as is reasonably practicable, the Goods will be safe and without risks to health when properly used, handled, processed, stored or transported by a person at work. If the Customer is not in possession of such literature, they should immediately contact the Company.
- 19.2 All sampling of the Goods, the making and testing of samples and interpretation of results must be carried out in accordance with the relevant provisions of the current edition of BS812 (aggregates), BS 598 (bituminous materials), as such standards are amended or replaced from time to time or, in accordance with the relevant provisions of such other appropriate British and European Standards (as notified by the Company to the Customer) or other specification (and in the absence of any appropriate specification, in accordance with the Company's instructions).

**20 General**

- 20.1 All notices between the parties in respect of the Contract must be in writing and delivered by hand, sent by first class pre-paid post, sent by facsimile transmission or sent by e-mail (in the case of notices to the Company) to the address, facsimile number or email address shown overleaf or as notified by the Company from time to time, or (in the case of the Customer) to its registered office, or to the address, facsimile number or email address as notified by the Customer from time to time. All notices shall be deemed to have been received within 24 hours of transmission, provided a copy of the said transmission is received, by first class post, within 48 hours of the initial transmission.
- 20.2 No delay or omission by Company in exercising any of its rights or remedies under the Contract or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.
- 20.3 The headings herein are for ease of reference only and shall not affect the construction thereof.