

SELF BUILD

Self Build Credit Account Application Form

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Dumfries Timber Company Group

**SOURCED FROM ENVIRONMENT
AND MORAL FRIENDLY SUPPLIERS**

Aggregates, Sand & Cement • Bathroom Solutions • Bricks & Blocks • Decking • Doors & Door Sets
 Draining & Rainwater • Dry Lining & Plasters • Engineered Timber Products • Fencing • Flooring
 Garage Doors • Insulation • Kitchens • Landscaping • MDF Finishings • Roofing Materials • Sheet Materials
 Sliding Wardrobe Doors • Staircases & Balustrading • Timber • Velux Windows • Other Products Available



**Apply today and benefit from trade
discounts across our branches:**

Dumfries Timber Company

Unit C2 Lochar Ind. Est.,
 Catherinefield Road,
 Dumfries DG1 3PJ
 Tel: 01387 250149
 Fax: 01387 250188

Email: info@dumfriestimber.co.uk
www.dumfriestimber.co.uk

D&G Home Improvement Centre

Unit C1 Lochar Ind. Est.,
 Catherinefield Road,
 Dumfries DG1 3PJ
 Tel: 01387 279985
 Fax: 01387 264889

Email: info@dghic.co.uk
www.dghic.co.uk

Ayrshire Building & Timber Supplies

Portland Avenue Ind. Est.,
 Irvine KA12 8NL
 Tel: 01294 272824
 Fax: 01294 274188

Email: info@ayrshirebuilding.co.uk
www.ayrshirebuilding.co.uk

Dumfries Building Supplies

Huntingdon Road,
 Dumfries DG1 1NF
 Tel: 01387 263951
 Fax: 01387 250163

Email: info@dumfriesbuilding.co.uk
www.dumfriesbuilding.co.uk

SELF BUILD CREDIT ACCOUNT APPLICATION FORM

Please complete in block capitals (For any enquiries relating to this form, please call 01387 262049)

Your details: 1st applicant

Full name: _____

Date of birth: _____

Current address: _____

_____ Postcode _____

Length of time of this address: _____ years _____ months

Do you own the property? (Yes/no): _____

Previous address if less than 3 years at current address:

_____ Postcode _____

Length of time of this address: _____ years _____ months

Mobile no: _____

Landline no: _____

Email: _____

Your details: 2nd applicant

Full name: _____

Date of birth: _____

Current address: _____

_____ Postcode _____

Length of time of this address: _____ years _____ months

Do you own the property? (Yes/no): _____

Previous address if less than 3 years at current address:

_____ Postcode _____

Length of time of this address: _____ years _____ months

Mobile no: _____

Landline no: _____

Email: _____

Bank details: Please enclose a copy of the letter of intent from your bank/building society if applicable

Bank/Building Society Name: _____

Address: _____

_____ Postcode _____

Do you mind us contacting your lender? (Y/N) _____

Account Holder's Name: _____

Bank Account No: _____

SORT Code: _____

Project Details

Address: _____

Type of Build: Traditional Build Timber Frame Renovation Extension

Land Registry Number (if known): _____ Expected project start date: _____

Main branch you intend to trade with:

ABTS (Ayrshire Building & Timber Supplies) DBS (Dumfries Building Supplies) DTC (Dumfries Timber Company)

To find your nearest branch, please use www.dtcg.co.uk

Credit limit required: £: _____

Please complete all sections and return to: Dumfries Timber Company Group, Huntingdon Road, Dumfries DG1 1NF

Please supply one form of identification, either a utility bill or copy of a bank statement.

Customer declaration

I/We the undersigned apply to Dumfries Timber Company Group for credit facilities and declare that the information given above is accurate. I/We agree to trade on Dumfries Timber Company Group's Terms and Conditions of Sale of the transaction and confirm that I/We have read the Terms and Conditions of Sale contained in this form. Dumfries Timber Company Group reserves the right to terminate this Agreement for credit forthwith without notice upon a breach by the customer of any Terms and Conditions and all amounts then outstanding will become due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

Name (please print): _____

Signed: _____ Date: _____

Name (please print): _____

Signed: _____ Date: _____

Internal use only

Account Number: _____

Credit Limit Approved: _____

Authorised by: _____

Date: _____

Terms & Conditions of Sale

1. Definitions in these Conditions

- 1.1. "The Company" means Dumfries Timber Company Limited:
- 1.2. "The Customer" means the person, firm, company or other entity supplied or to be supplied with Goods by the Company:
- 1.3. "Goods" means the goods, materials, services or other items (whether original or substituted) supplied or to be supplied by the Company to the Customer pursuant to any contract made under these Conditions:
- 1.4. "The contract" means the contract for the supply of goods, materials, services or other items by the Company to the Customer to which these Conditions apply: and
- 1.5. "Industrial property right" means any patent, trade mark, Registered design, copyright or any other right or asset registered or protected under statute or any regulations thereunder.

2. General

- 2.1. The contract between the Company and the Customer shall be governed by these Conditions which shall apply to the contract notwithstanding any conditions to the contrary in the Customer's conditions of trading (which so far as inconsistent with these Conditions shall not apply and shall be deemed to be waived).
- 2.2. All quotations are submitted, all orders are accepted, and all Goods are supplied by the Company subject to these Conditions and all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are hereby excluded. No amendment or alteration to these Conditions shall apply unless specifically agreed to in writing by the Company.

3. Extra Costs

- 3.1. Any price quoted by the Company shall be subject to increase to cover the expenses incurred by the Company as a result of any delay arising from the Customer's instruction or lack thereof.
- 3.2. Unless the Company has agreed in writing that the price of the Goods shall be fixed, the Company reserves the right to invoice the Goods at the price or prices thereof prevailing at the date of supply or dispatch thereof to the Customer or to a nominee of the Customer and, without prejudice to the generality but subject as aforesaid, the Company reserves the right to increase the price of the Goods to cover any increase in the cost of production or supply of the goods howsoever arising.

4. Delivery, Title and Risk

- 4.1. The Company accepts no liability for failure to meet promised delivery times which shall be treated as estimates only.
- 4.2. Unless the customer challenges in writing to the company any invoice submitted by the company, within 7 days of its receipt the customer shall be barred from challenging the invoice and shall be deemed conclusively to have accepted that the goods described therein were received and that the sum claimed in the invoice is due.
- 4.3. Unless the Company shall otherwise agree in writing, the Company shall not be bound to deliver or supply the Goods in one lot, shipment or consignment and the Customer shall be bound to accept split deliveries or delivery or supply of the goods by instalments.
- 4.4. The Company shall have no liability in respect of any shortfall or short weight in the Goods or in respect of the Goods being damaged upon delivery unless the Customer signs for the goods as damaged or refuses the goods. The customer has the right to inspect and open the goods upon delivery within a reasonable timeframe.
- 4.5. Notwithstanding the delivery or supply of the Goods to the Customer, the property in and title to the Goods shall not pass to the Customer until the price payable by the Customer to the Company for the Goods and any other Goods that the Company has supplied to the Customer shall have been paid in full by the Customer and, until such payment in full of the price has been made, the property in and title to the Goods shall remain with the Company.
- 4.6. The risk of loss or damage to the Goods shall pass to the Customer when the Goods are appropriated to the contract or are delivered or supplied to the Customer or to a nominee of the Customer, whichever shall be the earlier.
- 4.7. Where the Customer requests that delivery or supply of the Goods be delayed beyond the quoted delivery or supply date, then the Company shall be entitled to invoice the Customer for payment of the Goods as if the Goods had been delivered or supplied to the Customer on the quoted delivery or supply date and the Customer shall reimburse to the Company, on the demand in writing of the Company, all costs and expenses (including storage and insurance costs) incurred by the Company in connection with the Goods from the quoted delivery or supply date of the Goods to the date of actual delivery or supply thereof to the Customer or to a nominee of the Customer.

5. Price and Payment

- 5.1. Subject to Conditions 3 hereof, the price payable by the Customer to the Company for the Goods shall be the price thereof specified by the Company in the quotation made by the Company for the supply of the Goods or, if different, the price for the Goods specified in the order acknowledgment or invoice given by the Company to the Customer.
- 5.2. Value Added Tax (VAT) at the applicable rate shall be paid by the Customer to the Company on the price of the Goods at the time of the payment of invoice.
- 5.3. If the quotation made by the Company for the supply of the Goods or the order acknowledgment given by the Company to the Customer does not provide that the price includes the costs of packaging, insuring or delivering the Goods to the Customer, then the costs of packaging, insuring and delivering the Goods (as the case may be), together with Value Added Tax thereon at the applicable rate, shall be added to the price of the Goods and be paid by the Customer to the Company as part of the price of the Goods in accordance with paragraph 5.4 of this Condition.
- 5.4. For customers with a credit account facility, payment for the Goods shall be made by the Customer to the Company within 30 days after the month of delivery to the Customer by the Company in respect of the supply of the Goods and time for payment shall be of the essence of the contract.
- 5.5. Unless otherwise specifically agreed by the Company, accounts are strictly net.
- 5.6. Interest at the rate of four per centum per annum above the base lending rate from time to time and for the time being of the Royal Bank of Scotland shall be payable on any sum payable by the Customer to the Company and not paid on the due date from the due date for payment thereof until the date of actual payment thereof to the Company and that whether or not after judgement or decree. Such interest shall be calculated on the basis of the actual number of days elapsed.

- 5.7. Unless the Customer in writing ascribes any payments to account to any particular invoices the company shall have the absolute right to ascribe payments to account to any invoices, due and payable as at the date of receipt of the payment of account regardless of the dates of the invoices and of any rule of law to the contrary.

6. Warranties

- 6.1. Save as provided in Section 12 of the Sale of Goods Act 1979, the Company gives no warranty and makes no representation whether express or implied as to any matter whatsoever including (without limitation) condition, merchantability or fitness for any purpose.
- 6.2. The Company accepts no liability for any loss or damage suffered by the Customer or any third party as a result of or caused by the use of the Goods for a use or purpose for which the Goods were not designed.
- 6.3. The Company shall incur no liability in respect of any defect or fault in the Goods unless
 - 6.3.1. The customer signs for the goods as damaged or refuses them
 - 6.3.2. The Customer gives the company carriers such opportunity as the Company may reasonably require to examine or inspect the defective or faulty Goods at the premises of the Customer
 - 6.3.3. The Customer forthwith upon the discovery of such defect or fault by the Customer ceases to use the defective or faulty Goods unless otherwise authorized by the Company in writing; and
- 6.4. The liability of the Company under this Condition shall be limited to replacing, repairing or making good the defective or faulty Goods or, at the option of the Company, giving credit or reimbursing to the Customer the price (whether in whole or in part) paid by the Customer to the Company for the defective or faulty Goods.

7. Loss and Damage

- 7.1. Consequential loss and damage Save as herein expressly provided and except as provided in Section 16 of the Unfair Contract Terms Act 1977 (liability for death or personal injury resulting from breach of duty), the Company shall not be liable to the Customer or to any third party for any loss or damage (whether direct or consequential) suffered in respect of the Goods or arising from or caused by any defect or fault in the Goods and the Company shall be indemnified by the Customer against all third party claims made in respect of the Goods.

8. Customer's Specification

- 8.1. If the Customer requires the Goods to be manufactured or supplied to the Customer's design, the Customer must provide to the Company a detailed design or specification of the Customer's requirements when the Customer orders the Goods. The Company shall not be liable for any defect or fault in the Goods resulting from the Goods being manufactured or supplied in accordance with the Customer's design or specification of the Goods.
- 8.2. The Customer shall indemnify and so free and relieve the Company from and against any claim, cost, charge or expense in respect of the infringement or breach of any industrial property right as a result of or caused by the manufacture or supply of the Goods by the Company in accordance with the Customer's design or specification.

9. Financial Condition

- 9.1. If the Company shall consider that the Customer's financial condition does not at any time justify the agreed terms of payment, the Company may, having given notice in writing to the Customer, cancel any unfulfilled order or the contract unless the Customer shall forthwith make payment to the Company for the Goods already delivered or supplied by the Company to the Customer or to a nominee of the Customer or shall make prior payment for the Goods ordered but non-delivered or supplied, or both, at the Customer's option. The Company shall be entitled to cancel without penalty by notice in writing to the Customer any unfulfilled order or the contract if the Customer becomes insolvent, goes into liquidation, enters into a composition with its creditors or has a receiver appointed over the whole or any part of its property and undertaking.
- 9.2. Where the Customer is a not a natural person, each signatory to the Contract agrees jointly and severally personally to guarantee the performance of the Contract by the Customer, including any financial obligations arising from any change in the credit limit of the credit account facility made by the Company from time to time. In the event of failure, default or non-compliance with the Terms and Conditions of the Contract the Company has the right to proceed against the signatory personally.

10. Force Majeure

- 10.1. The Company shall not be liable or responsible for any failure to perform in whole or in part for any delay in performing any of its obligations under these Conditions caused by act of God, war, insurrection, government regulations, embargoes, strikes or walk-outs, illness, flood, fire, equipment breakdown or any other cause beyond the control of the Company. Should any such event occur, the Company at its option may cancel or suspend (or both) the contract without incurring any liability whatsoever for any loss or damage thereby occasioned.

11. Set Off

- 11.1. The Customer hereby waives any and all existing or future claims for compensation or set off against any payments due by the Customer to the Company under the contract and the Customer shall pay to the Company the amounts payable to the Company under the contract on the due date or dates for payment thereof regardless of any compensation, set off or counter claim on the part of the Customer against the Company.

12. Remedies

- 12.1. Any remedies conferred on the Company by these conditions shall be, without prejudice to any other remedies available to the Company.

13. Invalidity

- 13.1. If any provision of the Conditions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Conditions or of the contract shall not in any way be affected or impaired.

14. Headings

- 14.1. The headings used in these Conditions are for ease of reference only and shall not in any way affect the construction or interpretation of these Conditions.

15. Legal Construction

- 15.1. These Conditions and the contract and the validity and performance thereof shall in all respects be governed by and interpreted in accordance with the law of Scotland and the Company and the Customer propagate to non-exclusive jurisdiction of the Scottish Courts.

Directors: C. Cameron • R. Thomson • D. Young

Company Reg. No. 299941 VAT Reg. No. 920 4850 41

Registered in Scotland: Unit 2, Lochar Industrial Estate, Dumfries DG1 3PJ

All finished?

Before posting your completed application form, please check:

- Have you enclosed one form of identification (utility bill or bank statement)?
- Have you enclosed a copy of the letter of intent from your bank/building society (if applicable)?
- Have you filled in your required credit limit?
- Have you signed the application form?



Please return your completed application form to:

**Dumfries Timber Company Group
Huntingdon Road
Dumfries
Scotland
DG11NF**

What happens next?

Once your application has been processed, normally two working days, we will provide you with written confirmation of your credit limit and account number. This will confirm that your account has been activated and is ready for immediate use.

For any enquiries relating to this form, please call 01387 262049

**Dumfries Timber Company
Group**

01387 262049

info@dtcg.co.uk