

4 - Guarantee - This section must be completed

To: Fairalls (Builders' Merchants) Limited

44 & 46 High Street, Godstone, Surrey, RH9 8LW

In consideration of your having at my request agreed to supply

_____ (The Customer)

With goods for their Trade and Business. I now agree with you as follows:

- i) I will guarantee and be answerable and responsible to you for the due payment by the customer for all such goods as you may from time to time at their request supply and deliver to them notwithstanding that I shall not have notice of any neglect or omission on their part to pay for such goods accordingly to the terms agreed on between you and them but that my liability under this guarantee shall not exceed the aforementioned Credit Limit set out in section 1, plus any additional credit facility provided by the Company to the Customer from time to time, as indicated on my monthly statements of which you have notice and the expenses and costs listed in subclause ii.
- ii) This agreement shall be a continuing guarantee (within the above limits plus interest, legal, administration, and court costs) for the whole debt that shall be contracted by the Customer with you in respect of the goods to be supplied and delivered to them and for the avoidance of doubt shall be treated as security for the whole debt and not, for so much of it as equals the limits of my liability.
- iii) All payments received by you from the Customer shall be taken and applied by you as payment without their being any deduction in respect of any claim arising under the guarantee and my right to be subrogated to you in respect of such payments shall not arise until you have received the full amount of all your claims against the Customer.
- iv) You may at any time or times at your absolute discretion and without giving any notice whatever to me refuse further credit or supplies to the customer.
- v) In order to give effect to this guarantee I declare that you should be at liberty to act as though I were a principal debtor and I now waive all and any of my rights as Guarantor which may at any time be inconsistent with any of the above provisions.
- vi) This guarantee shall be revocable at any time as to future transaction by (14 days) notice in writing to you and acknowledged by you in writing or in the case of my death by my executor or personal representative. All outstanding accounts at the end of the Notice period will be subject to this guarantee.

I hereby confirm that I have been advised to seek independent advice before entering into this Guarantee.

Signed: _____ Date: _____

Print name: _____ Date of Birth: _____

Address: _____

_____ Post Code: _____

5 - Customer Declaration - This section must be completed

I/we the undersigned apply to Fairalls (Builders' Merchants) Limited for credit facilities and declare that the information given is accurate. I/we agree to trade on Fairalls (Builders' Merchants) Limited's Terms and Conditions of Sale as are applicable at the date of transaction and confirm that I/we have read the Terms and Conditions of Sale overleaf. Fairalls (Builders' Merchants) Limited 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 outstanding will become due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

Signed: _____ Signed: _____

Print Name: _____ Print Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

6 - Marketing Preference

Please tick your preferred methods of contact for marketing purposes

Email SMS Post

Please tick all categories for which you would like to receive offers and information.

Building Insulation Electrical
 Landscaping Plaster Plumbing
 Timber Tools Roofing
 Decorating Hardware Work Wear

Fairalls (Builders' Merchants) Ltd.

(The Company)

TERMS & CONDITIONS OF SALE – Revised 16/03/2018.

1. Unless stated to the contrary, all quotations are based on current costs of labour, fuel, transport, materials, etc. The Company reserves the right to pass on to the Customer any subsequent increases in costs which may occur up to the time these materials or services are charged to us.
2. No responsibility can be accepted for any delay in delivery unless a specific guarantee signed by a Director of the Company is provided. Any delivery dates and times are given in good faith and the Company will endeavour to meet estimated dates and times. However time shall not be the essence of the contract and the Company shall incur no liability if such dates or times are not met.
3. Customers will indemnify this Company and drivers operating on behalf of this Company against all claims for damage caused while carrying out Customers instructions to drive vehicles delivering materials off the public highway. Where the Company offers delivery to site, its obligations shall be to deliver as near to the site as safe hard road permits as judged by the delivery driver. Where any vehicle is required to leave the public highway for the purpose of a delivery or collection, the Company will not be held responsible for any damage caused by that vehicle. We reserve the right to disregard a customer's delivery instructions if the driver or other agent of the Company believe following such instructions may compromise health or safety, or lead to damage to property or vehicle. The Customer shall ensure that a duly authorised person is in attendance to receive the goods being delivered, and that person shall sign for the goods. We reserve the right to refuse any order that is too small to economically deliver or, alternatively, we may delay that order until one of our vehicles is passing the delivery address.
4. Where goods are delivered to site, wherever practical we shall deliver on a mechanical unload vehicle, subject to availability. However, it is ultimately the responsibility of the Customer to provide reasonable facilities for unloading the delivery vehicle, unless other arrangements have been agreed by both parties.
5. All quotations are subject to the goods being in stock on receipt of order
6. No special warranty is given with goods unless by special arrangement confirmed in writing. It is the responsibility of the Customer to ensure that goods are suitable for the purpose they are applied to.
7. All quotations are given and orders accepted, subject to supply and delivery not being affected by strikes, lockouts, combination of workmen, fire, fog, ice, snow, accidents or other unforeseen or unexpected causes, or the stoppage at the works of the maker or supplier from any cause whatsoever.
8. The Company's prices are based on supplying the materials or services during the Company's normal working hours.
9. No order placed in response to a quotation will be binding on the Company unless accepted in writing by the Company.
10. Unless otherwise stated and / or a credit account has been approved, the Company's terms are strictly payment prior to supplying materials or services.
11. Acceptance of orders is subject to a banker's or other satisfactory credit reference or authorisation being first given to the Company.
12. If a credit account has been opened for you by the Company, all monies due must be paid by the last day of the month after month of invoice, i.e. NET MONTHLY ACCOUNT. Accounts remaining unpaid after the due date will be closed pending settlement. The account will not normally be re-opened until all (including monies not overdue) outstanding amounts have been paid in full. The Company reserves the right to charge interest monthly at a rate 4% above the Bank of England base rate applicable on the date of invoice, should these terms not be met. In addition the Company reserves the right to charge an administration fee commensurate with the work involved in managing and recovering the debt, subject to a minimum charge of £125, together with all reasonable costs incurred by the Company in recovering the debt, including (without prejudice to the general profitability of the above) all legal and tracing costs. If a cheque received in payment of an account 'bounces', we shall make a charge to that account equal to twice the sum charged by our bank for 'bouncing' the cheque. Similarly we reserve the right to impose charges on a customer for telephone calls, letters and other collection costs required to recover debts not paid to our terms. Wherever possible the rates for such charges will be based on those charges imposed by High Street banks.
13. Credit limits may be adjusted upward or downward without notice at any time.
14. PAYMENT OF CREDIT ACCOUNTS
 - a. BY BANK TRANSFER. Please make payment to: Account Number: 46630060, Sort Code: 30-91-72. Using your credit account number as a reference. Please send remittance advice to payments@fairalls.co.uk.
 - b. BY CREDIT OR DEBIT CARD. We will accept debit cards for the payment of credit accounts. However credit cards will NOT be accepted for the payment of an account.
15. Until full payment is received, all materials supplied will remain the property of the Company.
16. In all circumstances payment for the goods must be made in full upon the agreed terms and the Customer is not entitled to set off any other claim related to any other matter without the written agreement of the Company.
17. BREAKAGES & DISCREPANCIES The Company or carriers acting on our behalf will not accept any liability for goods signed for as "not examined" and subsequently found to be short delivered, damaged or broken. No responsibility can be accepted for damages or shortages unless the goods are signed for as such on the delivery note. Once goods have been signed for, full charge will be made for any replacement or part that may subsequently be requested.
18. DEFECTS In the event of any article proving defective in material or workmanship, we undertake (at our option) to replace or repair such articles free of charge, providing the complaint is made within two weeks of date of supply. We shall be under no liability whatsoever, for the cost of removing, re-fixing or any other consequential loss or damage, direct or indirect, of whatsoever nature. Deal doors are sold without warranty and tiles are not guaranteed against crazing. Because of the nature of many of the goods we supply, colour variations between batches of the same product are inevitable. We are therefore unable to guarantee colour or texture match beyond the manufacturers limits.
19. SAMPLES. Samples are submitted on the understanding that they are only a guide of quality, colour, texture, etc. of materials offered for sale. We only guarantee to supply materials to the tolerances of quality, colour, texture, etc. as accepted by the manufacturers of the product in question.
20. CLAIMS No claim as to any alleged error or discrepancy in respect of price or charges or any other matter can be entertained unless notified to the Company in writing within three months from the date of the relevant invoice. Alleged shortages or damages must be reported within 24 hours of supply.
21. BYE LAWS & REGULATIONS It is the purchaser's responsibility to see that all goods comply with the local bye laws and/or regulations. No liability whatsoever can be accepted for goods which are supplied or fitted and do not meet these conditions.
22. RETURNS Arrangements for the return of goods must be made with the Company. Drivers have orders not to accept goods for return without written instruction. We make a re-stocking charge of up to 25% on goods returned for credit plus our haulage charge where goods are required to be collected.
23. SPECIAL ORDERS We cannot accept the return of any goods specially obtained, made or modified to customer's instructions.
24. ALKALI SILICA REACTION
 - a. Customers are advised that some concrete mixes in some conditions in some concrete structures may give rise to alkali silica reaction and its effects. To minimise the risk of this reaction and its effects, when the Company's aggregates are intended to be incorporated in concrete, the Customer shall satisfy himself/herself that the concrete mix is designed in accordance with current specifications to minimise the risk of alkali silica reaction.
 - b. The Company will not be held responsible for any loss or damage of any kind arising from the occurrence of alkali silica reaction in concrete in which the Company's aggregate is incorporated.
25. No variation to these conditions will be accepted unless confirmed by the Company in writing.
26. Property in the goods shall pass and the contract made at the point of delivery or collection of the goods subject to the provisions of Clause 15.
27. DISTANCE SELLING REGULATIONS It is agreed that orders placed by account holders are not sales covered by the Distance Selling Regulations even if the order is placed by telephone or over the internet.
28. The Company reserves the right to vary these terms and conditions which will be updated from time to time. The relevant terms and conditions are those which are displayed on the Company's website at the relevant time of purchase.
29. These terms and conditions are subject to the Customer's Statutory Rights and in the event of a term or condition conflicting directly or being incompatible with a Statutory Right the Statutory Right shall prevail.
30. SALE OF RESTRICTED GOODS The company reserves the right to restrict the sale of any items that are subject to statutory control in relation to any sale when the recipient is not identified and the company is not satisfied to their legal entitlement to purchase such items.

Office Use Only

Date Received

Account Name

Existing Customer

Form Completed Correctly

Correct Documentation Enclosed

Signed Personal Guarantee

Credit Limit Requested

Credit Check Score

Recommended Credit Limit

Approved By

Credit Limit Granted

Account Number Issued

Date Account Opened and
Customer Informed

Notes