

APPLICATION FOR CREDIT ACCOUNT

UNTIL THE ACCOUNT IS OPEN PAYMENT WILL BE REQUIRED IN ADVANCE. CREDIT CARDS ARE ACCEPTED.



FULL LEGAL TITLE AND TRADING NAME:.....

Please tick where appropriate:

Sole Trader Partnership LLP PLC

LTD Company Registration No:.....

Invoicing Address

Address 1:			
Address 2:			
Town/City:			
County:		Postcode:	
Accounts Contact Name:		Operations Contact Name:	
Accounts Tel No:		Operations Tel No:	
Accounts Fax No:		Operations Fax No:	
VAT Number:			
Company Website:		Company E-mail:	
Year Incorporated:		Nature of Business:	
Credit Required per month:			
Name of Directors:			

Bank Details

Name:			
Address:			
Sort Code:		Account No:	

Contact for Payment

Name	
Position	
Contact No: (if different from above)	

Trade Reference 1:	
Tel No:	
Trade Reference 2:	
Tel No:	

We agree to pay on your terms and conditions within 30 days of invoice date

SIGNED: _____ POSITION: _____

PRINT NAME: _____ DATE: _____

Office Use Only

Date received:..... Account Open: YES/NO

New Account Change of Address Change of Title

Comments

- 1.1 In these Conditions:- **“Collection Point”** means the place specified/described in the Relevant Details at which the waste is to be collected; **“Collection Time”** means the date and time on that date specified in the Relevant Details at which the waste is to be ready for collection by the Company at the Collection Point; **“Company”** means **BALE GROUP LIMITED** and includes its successors and assigns; **“Conditions”** means the standard terms and conditions of trading set out in this document and any special terms and conditions set out in any Contract or otherwise agreed in writing by a duly authorised representative of the Company; **“Contract”** means any contract for the transport of waste or other supply of services by the Company for or to a Customer; **“Customer”** means the person by whom any order accepted by the Company is placed; **“Delivery Point”** means the place specified in the Relevant Details to which the waste is to be delivered; **“Delivery Time”** means the date and the time on that date specified in the Relevant Details from which the waste may be delivered and unloaded at the Delivery Point; **“Price”** means the charge for the services set out in the Relevant Details plus such other amounts payable as part of the Price pursuant to these Terms and Conditions; **“Relevant Details”** means the details set out in clause 4 of the Agreement following; **“waste”** means any waste product which the Company agrees to transport pursuant to a Contract specified/described in the Relevant Details.
- 1.2 References in these Conditions to the services are to the services to be supplied under a Contract.
- 2.0 Conditions applicable**
- 2.1 These Conditions will apply to all Contracts to the exclusion of all other terms and conditions, including any terms or conditions put forward by the Customer. No conduct by the Company will be deemed to constitute the acceptance of any terms or conditions other than these Conditions.
- 2.2 A quotation given by the Company does not constitute an offer. No Contract will come into existence until the earliest of completion of the Company’s form of Agreement for the Transport of Waste, performance of Services, and despatch of the Company’s invoice.
- 2.3 No variation to these Conditions or the Contract will bind the Company unless it is in writing and signed on behalf of the Company by a Director.
- 2.4 The Company’s employees or agents are not authorised to make, and the Customer must not rely on, any representations concerning the goods or services unless confirmed in writing by a Director of the Company.
- 3.0 Specifications**
- 3.1 The customer is to ensure and warrants to the Company that:
- 3.1.1 the Collection Point and save where the Delivery Point is pursuant to the Contract to be selected by the Company the Delivery Point:
- 3.1.1.1 has and has fully complied with the provisions and conditions of all licences, consents and permission s enabling the collection, storage, acceptance of delivery of and disposal (as the case may be) of Waste;
- 3.1.1.2 (without prejudice to the generality of the foregoing) complies with all health and safety at work requirements and regulations applicable to it and is not otherwise hazardous or dangerous to or for the employees of the Company in the performance of the Contract.
- 3.2 The customer will be solely responsible for any errors in or omissions from any descriptions, information or other items provided by it relating to the Waste or otherwise. The Company will not be obliged to verify whether or not any such descriptions, specifications, information or other items are correct or sufficient.
- 3.3 If the Company supplies any services in accordance with any descriptions, specifications, information or other items supplied by the Customer which are incorrect or insufficient or fail to meet any applicable safety or statutory requirements or regulations, the Customer will indemnify the Company against all damages, losses, costs, claims or expenses incurred by the Company arising out of, or in connection with, the execution of or the Company’s inability to execute the Contract.
- 3.4 The Company may from time to time make changes in the provision of services which are required to comply with any applicable safety or statutory requirements.
- 3.5 All items and equipment hired, lent or supplied by the Company to the Customer in connection with a Contract (not being goods under a Contract) will be and remain the property of the Company, must be returned to the Company on demand and must not, without the consent in writing of the Company, be used by the Customer except for the purposes of the Contract. The Company may charge the Customer for any of those items that are lost, damaged or not returned to the Company on demand.
- 3.6 All drawings, information, specifications and other data provided by the Company will remain its property and all technical information, patentable or unpatentable, copyright, design right and registered designs arising from the execution of any Contract will become the property of the Company.
- 4.0 Price**
- 4.1 The Price will be the price stipulated in the Relevant Details.
- 4.2 Except as otherwise stated in any quotation or price list of the Company, or as otherwise agreed in writing, all Prices are given by the Company exclude insurance. The Customer will be responsible for the costs of any insurance which the Company in its reasonable opinion feels it is appropriate to effect in addition to the Price and (for the purposes of these conditions) such costs are deemed to be part of the Price.
- 4.3 All Prices are valid for 30 days only after the date of the quotation or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.
- 4.4 The Company may by giving notice to the Customer at any time before performance of the services increase the Price to reflect any increase in costs which is due to any factor beyond the control of the Company (such as increases in the price of fuel, labour, transport, or other costs of provision including without limitation any costs or fees, payments at the Collection Point or at the Delivery Point which are included in the Price), any change in the Collection Date or the Delivery Date, quantities or specifications requested by the Customer, or any delay caused by any instructions of the Customer or failure by the Customer to give the Company adequate information or instructions.
- 4.5 The Price is exclusive of V.A.T. and any other tax or duty payable by the Customer, which will be due at the rate applicable on the date of the Company’s invoice.
- 4.6 In the event that prior to provision of the services the Customer requests the Company to make any visits to the Collection Point or the Delivery Point, or the Company reasonably considers that such visits are necessary for the proper performance of the Contract, the Company may at its discretion charge the Customer for any costs reasonably incurred by it in connection with such visits.
- 5. Payment**
- 5.1 Subject to any special terms agreed in writing, the Company may invoice the Customer on or at any time after performance of the services or, if the Customer wrongfully fails to permit performance, at any time after the Company has tendered performance.
- 5.2 Payment of the Price and VAT is due in cleared funds within 30 days of the date of the invoice. Payment must be made even if performance of the Contract has not taken place. Time for payment is of the essence.
- 5.3 Without limiting any other right or remedy available to the Company, if the Customer fails to pay the Price by its due date:
- 5.3.1 the Customer will not be allowed any discount granted by the Company
- 5.3.2 to the extent that Statutory Interest (as defined by §1 Late Payment of Commercial Debts (Interest) Act 1998) is not payable or (insofar as is lawful) is waived or not demanded by the Company the Customer is to pay interest on the Price or so much thereof as remains outstanding at a rate of 4% p.a. above Lloyds Bank plc base lending rate for the time being from the due date until date of actual payment;
- 5.3.3 the Customer will reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 5.6 Collection and Delivery**
- 5.6.1 The Company will use all reasonable endeavours to collect waste at the Collection Time and to deliver/unload waste at the Delivery Time but (having used such endeavours) shall have no liability to the Customer in respect of or arising from any delay in collection or delivery.
- 5.6.2 Where the services comprise the routine collection and delivery of waste over a period:
- 5.6.3 each separate performance is to be invoiced and paid for in accordance with these conditions;
- 5.6.4 the failure of the Company to perform the services on any one or more occasions will not entitle the Customer to treat the whole Contract as repudiated.
- 5.7 If other than by reason of its own default the Company is unable to unload waste at the Delivery Point or at any time after the Delivery Time, the Customer is to be liable for all storage and other costs incurred by the Company as a result of such failure, payable on demand. This liability will not affect the Customer’s obligation to pay the Price or any right of the Company to damages and such amount demanded shall for the purposes of the Contract form part of the Price.
- 5.8 Unless itself negligent, the Company will not be liable to the Customer or any third party for any loss or damage caused or incurred during the loading or unloading of waste.
- 7.0 Risk and property**
- Title to and all risk in and responsibility for the waste is and remains that of the Customer.
- 8.0 Quantity/Volume**
- 8.1 Without limiting the Company’s rights otherwise available at law:
- 8.1.1 where the quantity or volume of waste to be loaded at the Collection Point is less than that specified in the Relevant Details the Company will and will be obliged to perform the Contract in respect of that lesser quantity or volume only but the Customer is not entitled to any reduction in or adjustment to the Price;
- 8.1.2 where the quantity or volume of the waste to be loaded at the Collection Point exceeds that specified in the Relevant Details then:
- 8.1.2.1 unless and to the extent that the Company elects under clause 8.1.2.2 the Company shall load only the quantity or volume of waste referred to in the Relevant Details and shall have no responsibility for and the Customer shall indemnify the Company against any claim or cost in respect of the excess;
- 8.1.2.2 the Company may elect if satisfied that the Delivery Point or any other proper delivery point will accept such excess to load the whole or part of such excess quantity or volume and perform the Contract in respect of such increased quantity or volume and the Price is increased pro-rata in respect of such excess and by any additional costs and expenses howsoever but properly incurred by the Company in performing the Contract.
- 9. Performance**
- 9.1 The Company will perform the Contract using all reasonable care and skill.
- 9.2 The Company will be under no liability in respect of failure to perform the Contract or provide services arising from:
- 9.2.1 any specifications, descriptions, information or other items supplied by the Customer; or
- 9.2.2 any mechanical or other defect or any failure to comply with any obligation or regulation at or by any person responsible for the Collection Point and/or the Delivery Point; or
- 9.2.3 wilful damage, negligence of third parties, improper storage or change in the nature or condition of waste; or
- 9.2.4 any technical information, recommendations, statements or advice furnished by the Company, its employees or agents not given in writing in response to a specific written request from the Customer before the Contract is made.
- 9.3 Without prejudice to any other provision of these conditions the Company will after performance of the Contract furnish to the Customer a copy of its waste Transfer Note which the Customer must endorse to the effect that the waste is classified as waste of its appropriate category as corresponds with its description given in or for the relevant contract and return to the Company.
- 10. Claims procedures**
- 10.1 Any claim for non-performance of the Contract must be notified by the Customer to the Company within five working days of the Company’s invoice.
- 10.2 Any claim must be in writing and must contain full details of the claim.
- 10.3 The Company must be afforded a reasonable opportunity and facilities to investigate any claims made. The Customer, if so requested in writing by the Company, must promptly supply such information on a without prejudice basis if the Customer so requires as the Company reasonably requests to enable it to investigate such claim.
- 10.4 The Company will have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedure in these Conditions.
- 10.5 The Company will in any event be discharged from all liability arising under the Contract unless proceedings are commenced within 12 months from the date of delivery of the goods.
- 11. Limitations of Liability**
- 11.1 Subject as expressly provided in these Conditions, all representations, warranties, conditions or terms relating to fitness for purpose, condition or quality of the services, whether express or implied by statute or common law, are excluded to the fullest extent permitted by law and the Company will have no liability to the Customer for the consequences of a any negligence or breach of statutory or other duty or failure to perform the Contract.
- 11.2 Nothing in the Contract will restrict or exclude liability for death or personal injury caused by the negligence of the Company.
- 11.3 The Company’s liability to the Customer, whether for any breach of contract, negligence or otherwise, will not in any event exceed two million pounds.
- 11.4 In no event will the Company be under any liability whatever to the Customer for any loss of profit, business, contracts, revenues or anticipated savings, or for any indirect or consequential loss and/or expense (whatever the cause, including negligence) suffered by the Customer.
- 12. Force majeure**
- The Company is not to be liable for any default due to any Act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event of circumstance beyond the reasonable control of the Company.
- 13. Insolvency or other default of Customer**
- 13.1 This Condition 13 applies if:-
- 13.1.1 the Customer fails to make payment when due or commits any other breach of the Contract; or
- 13.1.2 the Customer makes any arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
- 13.1.3 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Customer; or
- 13.1.4 the Customer ceases, or threatens to cease, to carry on business; or
- 13.1.5 the Company reasonably apprehends that any of the events listed in Conditions 13.1.2 to 13.1.4 inclusive is about to occur in relation to the Customer and notifies the Customer accordingly.
- 13.2 If this Condition applies, the Company may in its absolute discretion suspend all further services, and/or terminate the Contract, without liability on its part. If the services have been performed but not paid for, the Price will become immediately due and payable.
- 14. Indemnity by Customer**
- The Customer agrees to indemnify the Company against any damages, losses, costs, claims or expenses incurred by the Company in connection with:
- 14.1 any claim made against it by any third party for any loss, injury or damage wholly or partly caused by the or attributable to the waste;
- 14.2 the Company’s inability to perform the Contract arising from any failure (technical or as to compliance) in or at the Collection Point or the Delivery Point;
- 14.3 any breach on the part of the Customer.
- This Condition will not, however, require the Customer to indemnify the Company against any liability for the Company’s own negligence.
- 15. Safety**
- 15.1 Without limiting obligations otherwise imposed on the Customer by these Conditions or at law, the Customer must promptly communicate to the Company all information held by or reasonably available to it regarding safety risks directly or indirectly connected with the waste.
- 15.2 The Customer must also take such steps as may be reasonably necessary to enable the Company to comply with applicable safety requirements and regulations in relation to the waste.
- 16. Confidentiality**
- The Customer must not use or disclose to any third party any information relating to the business or affairs of the Company which it may have acquired by virtue of the Contract or its negotiation or implementation.
- 17. Waiver**
- No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under the Contract is to prejudice its right to do so in the future.
- 18. Sub-contracting**
- The Company may licence or sub-contract all or any part of its rights and obligations under the Contract without the Customer’s consent.
- 19. Notices**
- Any notice required or permitted to be given by either party to the other under these Conditions must be in writing and served by first class post, fax or by hand on the party to be served at its registered office or principal place of business for the time being.
- 20. Severance**
- If any provision of these Conditions proves to be illegal or unenforceable, the remainder of these Conditions is to continue in full force and effect.
- 21. Applicable law and jurisdiction**
- 21.1 The Contract is subject to the law of England and Wales
- 21.2 All disputes arising out of the Contract are to be subject to the non-exclusive jurisdiction of the courts of England and Wales.