

# LAWSONS

*'Family Values - Professional Service'*

Version: December 2022

## Credit Account Application Form



# LAWSONS

*'Family Values - Professional Service'*



# Credit Account Application Form

OFFICIAL USE ONLY

Rep Code:

Please complete in block capitals and in black ink. We cannot accept electronic signatures.  
Please note ALL fields must be completed. We cannot process this application without all information

## BUSINESS / ACCOUNT HOLDERS DETAILS

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

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

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

Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Type of Trading:

☐ Limited Liability Partnership

☐ Partnership

☐ Other

☐ Limited Company

☐ Self Builder

☐ Sole Trader

Registered Company No: \_\_\_\_\_ Date Company / Partnership Formed: \_\_\_\_\_

Registered Office Address (if applicable): \_\_\_\_\_

Postcode: \_\_\_\_\_

## NAME AND ADDRESS OF DIRECTORS/ PARTNERS

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

Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Postcode: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Telephone No: \_\_\_\_\_

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

## PREVIOUS ADDRESS IF LESS THAN 3 YEARS

Building Name / No: \_\_\_\_\_

Street: \_\_\_\_\_ Town: \_\_\_\_\_

Country: \_\_\_\_\_ Postcode: \_\_\_\_\_

## CREDIT & INVOICING

Have any of the principles been involved in liquidation / bankruptcy / receivership? ☐ Yes ☐ No

Total credit limit required: £ \_\_\_\_\_

Invoices / Statements will be sent via email, if you agree please provide an email address

Do you require official order numbers: ☐ Yes (give example) \_\_\_\_\_

What Branch do you intend to use: \_\_\_\_\_

## BUSINESS CONTACT DETAILS

Buyers Name: \_\_\_\_\_ Other Contact Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

## COPIES TO SUBMIT

- ☐ **TWO PROOFS OF IDENTITY** (Driver's Licence, Passport or utility bill)  
☐ **SUPPLIER STATEMENTS 3 months worth** (minimum 2 suppliers)  
☐ **YOUR CORPORATE HEADED PAPER**

## DESCRIPTIONS OF BUSINESS - Please tick ONE box only

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> General Builder | <input type="checkbox"/> Carpenter / Joiner  | <input type="checkbox"/> Fencing              |
| <input type="checkbox"/> House Builder   | <input type="checkbox"/> Painter & Decorator | <input type="checkbox"/> Landscaping / Paving |
| <input type="checkbox"/> Roofer          | <input type="checkbox"/> Plumber / Heating   | <input type="checkbox"/> Loft Contractor      |
| <input type="checkbox"/> General Builder | <input type="checkbox"/> Shop Fitter         | <input type="checkbox"/> Basement Contractor  |
| <input type="checkbox"/> Other           | <input type="checkbox"/> Specify:            |   |

## PERSONAL CREDIT GUARANTEE

To be completed by the owner/director/company secretary/partner/trustee of the company applying for credit. In consideration of your agreeing to supply goods on credit to the applicant company, we the undersigned being owner/director/company secretary/partner/ trustee of the applicant company jointly and severally guarantee payment of all the financial obligations of the applicant company to Lawson (Whetstone) Ltd and its subsidiaries and successors including financial obligations arising from any increase in the credit limit granted by Lawsons (Whetstone) Ltd or its subsidiaries and successors from time to time following review of the applicant company's account.

I/we understand that this is an important document and I/we confirm that we have read it carefully and understand what it means.  
I/we understand that Lawsons have strongly recommended that I/we take independent legal advice on this document before I/we sign it.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Position in company: \_\_\_\_\_ Position in company: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

## DATA PROTECTION

Here at Lawsons we take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us. However, from time to time we would like to contact you with details of products / offers / services / promotions we provide. If you consent to us contacting you for this purpose please tick to say how you would like us to contact you:

- ☐ Email ☐ Telephone ☐ Text / Messaging ☐ Post

## APPLICANT DETAILS

In processing your application for credit facilities we make enquiries of credit reference agencies and other third parties who may record those enquiries. Should it become necessary to review an account, then again a credit reference may be sought and a record kept. We may also disclose information about the conduct of your account to credit reference agencies and other third parties.

The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

I/We, the undersigned hereby confirm that if credit facilities are approved the account will be paid as per your normal terms, as denoted by the account payment terms choice selected below.

Must be signed by a director, partner, trustee, company secretary or proprietor of the business.

Signature: \_\_\_\_\_ Position in company: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCOUNT PAYMENT TERMS - Please pick ONE**

☐ 7 Day

☐ 15 Day

☐ 21 Day

☐ 30 Day

**Thank You For Your Application**

Please take a moment to check that your application form has been completed correctly and that all relevant paperwork is attached. Failure to do so may result in a delay in us processing your application. If you require any assistance please contact our **Credit Control Department on 01727 747292** who will be happy to assist you.

**This form applies to all subsidiaries and trading names of operational brands within Lawsons**  
**Please return the completed form together with the supporting documentation to:**

Credit Control Department, Lawsons (Whetstone) Ltd, Tyttenhanger Farm, Coursers Road, Colney Heath, AL4 OPG  
or email all documents to **accounts@lawsons.co.uk**

**Please detach the Terms and Conditions pages and retain for your records**

# **WITHAM TIMBER LIMITED & TRADING BRAND NAMES TERMS AND CONDITIONS**

## **these “Terms and Conditions”**

These Terms and Conditions apply to business customers and not consumers.

The Customer’s attention is particularly drawn to the provisions of clause 6 (limitation of liability)

### **DEFINITIONS AND INTERPRETATION**

#### **In this Contract:**

1.1 The following terms shall have the following meanings unless the context otherwise requires:

This “Contract” Supplier:	These Terms and Conditions and the terms of the relevant Order that is accepted by Supplier;
“Customer”	The customer of Supplier;
“Data Protection Legislation”	(i) Unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;
“Liability”	Has the meaning given to it in Clause 6.6.2;
“Order”	The request by Customer to Supplier for the provision of particular products;
“Party”	Customer or Supplier;
“Payment”	Has the meaning given to it in Clause 4.1;
“Price”	The price payable by Customer to Supplier for the supply by Supplier of the as stipulated in Supplier’s written published price list or as otherwise agreed by Supplier in writing;
“Products”	Any of Supplier’s products provided or to be provided by Supplier to Customer pursuant to this Contract;
“Supplier”	Lawsons Holdings Limited, a company registered in England under number 02790259 whose registered office is at Tyttenhanger Farm, Coursers Road, Colney Heath, Hertfordshire, AL4 0PG; or operational subsidiaries thereof
“Working Day”	Any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not physically open for business in the city of London;
1:2	References to “Clauses” are to clauses of these Terms and Conditions:
1:3	Headings are inserted for convenience only and shall not affect the interpretation or construction of this Contract;
1.4	Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm or partnership;
1.5	References to “includes” or “including” or like words or expressions shall mean without limitation

- 1.6 References to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and
- 1.7 References to “written” or in “writing (except in respect of sending a notice in accordance with Clause 11) includes in electronic form.

## **CONTRACT**

- 2.1 The terms of this Contract apply to the exclusion of any terms and conditions submitted, proposed or stipulated by Customer. These Terms and Conditions apply to Supplier's supply of all Products. The giving by Customer of any delivery instruction or the acceptance by Customer of delivery of the Products shall constitute unqualified acceptance by Customer of these Terms and Conditions.
- 2.2 Save as expressly provided herein, this Contract (together with any documents referred to in it) shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties hereto preceding the date of this Contract and in any way relating to the subject matter of this Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party acknowledges that it has not entered into this Contract based on any representation that is not expressly incorporated into this Contract.
- 2.3 This Contract (together with any documents referred to in it) constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.
- 2.4 Measurements in Supplier's brochures or materials are approximate so as to give a rough idea of size and dimensions. The manufacturer may make reasonable changes to the Products. Any samples, drawings, descriptive matter or advertising produced by Supplier and any descriptions or illustrations contained in Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 Supplier shall make chain of custody certificated materials available upon request, provided that Customer clearly and unambiguously requests them at the time of placing the Order. It is the Customer's responsibility to retain any relevant documentation detailing the volumes of chain of custody certificated materials supplied by Supplier. It is the Customer's responsibility to inform the Supplier of any discrepancies between chain of custody ordered materials and those received/ detailed on the Supplier's paperwork, and request the relevant amendment within 3 days of placing the order. Following Customer's written request, Supplier shall make available a copy of its chain of custody certificates.
- 2.6 Supplier's agents shall not have authority to amend, vary, exclude or add to these Terms and Conditions unless authorised in writing by a director of Supplier.
- 2.7 The Order constitutes an offer by Customer to purchase the Products in accordance with these Terms and Conditions. Unless Supplier indicates a contrary method of acceptance, this Contract shall be legally formed and the Parties shall be legally bound when Supplier unequivocally communicates its agreement to Customer's Order at which point and on which date the Contract shall come into existence. Any quotation by Supplier shall be an invitation to treat and not capable of acceptance by the Customer's Order.



- 2.8 It is Customer's responsibility to ensure that all information supplied by it is complete and accurate. Customer shall ensure that the Order and the particular Products meet its particular requirements.
- 2.9 Once a Contract is legally binding, any cancellation of it is subject to the other Party in its absolute discretion giving its written agreement.
- 2.10 Each Order constitutes a separate contract. There may be more than one contract between the Parties in force at the same time as this Contract.

## **DELIVERY & RISK**

- 3.1 In consideration for the payment of the Price and any other sums due by Customer under this Contract, Supplier shall supply to Customer the Products referred to in the Order.
- 3.2 Supplier expects to deliver most Orders within approximately two Working Days from the date of receipt of the Order, but time shall not be of the essence. Supplier shall use its reasonable endeavours to meet any timeframes expressly agreed by Supplier and Customer's reasonable delivery instructions. Any timeframe for delivery in a previous contract shall not be an indication of the timeframe for delivery in this Contract
- 3.3 Supplier reserves the right to delay delivery or cancel an Order if the amount owing by Customer to Supplier exceeds any credit limit for credit extended by Supplier to Customer from time to time or if any payment due from Customer to Supplier has not yet been made.
- 3.4 Packaging shall be in accordance with Supplier's customary practices. Supplier may charge and materials at its normal rates for packaging. Supplier may also charge for crates and cases, such payment being refundable upon Supplier's receipt of them back in good condition to its satisfaction provided that such crates and cases are returned within six months of delivery. In addition, Supplier may also charge for pallets, such payment being refundable upon Supplier's receipt of them back in good condition to its satisfaction within seven days of delivery of the Products. Polythene sacks are non-returnable. If Customer would like a special request for packaging, this is subject to Supplier's agreement and Customer shall pay any extra cost charged by Supplier.
- 3.5 Customer shall be solely responsible for disposal of any waste arising from the Products and shall comply with all applicable laws, regulations, byelaws, codes of practices and licences arising from such disposal. Customer shall indemnify and keep indemnified Supplier against all losses, liabilities, costs, expenses, demands, judgments, claims and fines made in respect of breach by Customer of this Clause 3.5.
- 3.6 Partial delivery or performance shall be permitted. Supplier may deliver the Products in instalments. Supplier may invoice Customer for each instalment.
- 3.7 Delay, default or non-delivery of any instalment by Supplier shall not entitle Customer to cancel or terminate, and shall not affect, the remainder of this Contract.
- 3.8 Unless otherwise agreed in writing between the Parties, this Contract is for delivery of the Products ex works (Incoterms 2010) at Supplier's normal location for despatch of the Products in the UK. If there is any conflict between the provisions of Incoterms 2010 and this Contract, this Contract shall prevail.

- 3.9 Notwithstanding the place of delivery (including the risk and responsibility allocation in accordance with the ex works provisions of Incoterms 2010), Supplier reserves the right to arrange and pay for the carriage to Customer's premises (as Customer's agent), and invoice Customer for carriage at the same time as invoicing for the Products.
- 3.10 Supplier shall inform Customer of the estimated time and date on which the Products will be ready for delivery or collection (as applicable).
- 3.11 Customer shall ensure that it is ready for safe receipt (or, as the case may be, collection) of the Products without undue delay.
- 3.12 If Supplier delivers to premises stipulated by Customer, Supplier may unload the Products at the side of or outside the premises, or such other place as Supplier reasonably considers suitable. Customer shall ensure that there is suitable road to the point at which Supplier carries the Products.
- 3.13 Customer may be required to sign a delivery note and other documentation upon receipt of the Products. The signing of any such documentation by Customer shall be evidence that the Products have been delivered and in the quantities stipulated in the documentation. Customer shall inspect the Products and packaging for any obvious damage and make a note of any obvious damage when signing.
- 3.14 Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by an Event of Force Majeure or Customer's failure to provide Supplier with adequate delivery instructions, any other instructions that are relevant to the supply of the Products, or suitable access to the premises specified by Customer for delivery.
- 3.15 If ten Business Days after the day on which Supplier notified Customer that the Products were ready for delivery Customer has not taken or accepted delivery of them, Supplier may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge Customer for any shortfall below the price of the Products.
- 3.16 All risk in the Products shall pass to Customer upon delivery, provided that where delivery is delayed due to breach by Customer of its obligations under this Contract risk shall pass at the date when delivery would have occurred but for that breach.
- 3.17 Customer shall keep the Products fully insured on Supplier's behalf with a reputable insurance company to the reasonable satisfaction of Supplier for their full price against all risks of loss or damage from the time when the risk passes to Customer until title passes in accordance with Clause 4. On request, Customer shall produce the policy of insurance to Supplier. If the Products are lost, damaged or destroyed, Customer shall hold the proceeds of insurance for and to the order of Supplier pending Payment.
- 3.18 If delivery of the Products is delayed or obstructed through Customer's default or breach of this Contract or if Customer unreasonably declines or delays in accepting or taking delivery or receipt of the Products, then (subject to Clause 6) Supplier shall not have any Liability as a result and Supplier may (without prejudice to any other right or remedy available to it) do all or any of the following:
- 3.18.1 charge a reasonable storage or re-delivery fee;
  - 3.18.2 sell the Products for Supplier's account; and
  - 3.18.3 cancel this Contract as regards any Products that remain to be delivered or performed.



## 4 TITLE

- 4.1 Notwithstanding delivery, title to and ownership of the Products shall not pass to Customer until Supplier has received in full (in cleared funds) all sums due to it in respect of:
  - 4.1.1 The Products; and
  - 4.1.2 an other sums which are or which become due to Supplier from Customer on any account: (“Payment”).  
Until Payment, Customer shall:
    - 4.2.1 Hold the Products on a fiduciary basis as Supplier’s bailee;
    - 4.2.2 Hold the Products in good, saleable condition;
    - 4.2.3 Keep an up to date list of the location of Supplier’s property and present this to Supplier upon request;
    - 4.2.4 Notify Supplier immediately if it becomes subject to any of the events listed in clause 8.2:
    - 4.2.5 Give Supplier such information relating to the Products as Supplier may require from time to time;
    - 4.2.6 Not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
    - 4.2.7 Store the Products separately from other goods or in any way so that they remain readily identifiable as Supplier’s property.
- 4.3 Customer may resell the Products before Payment solely on the following conditions:
  - 4.3.1 Any sale shall be affected in the ordinary course of Customer’s business at full market value;
  - 4.3.2 Any such sale shall be a sale of Supplier’s property on Customer’s own behalf and Customer shall deal as principal (and not as agent) when making such a sale; and
  - 4.3.3 Customer shall still be responsible for paying to the full value of the Payment. If Supplier requires, Customer shall authorise and direct such third party buyer to pay to Supplier a like part of the sum due to Customer in respect of the Products sold and assign to Supplier such part of the debt owed to Customer by the third party.
- 4.4 Supplier may at any time until title passes under this Clause 4 without notice recover possession of the Products which are the property of Supplier. Supplier may also require Customer at Customer’s cost, within three days of Supplier’s request, to deliver up to Supplier or make available to Supplier for collection from a single accessible collection point as Supplier requires all Products which are the property of Supplier. Customer hereby grants to Supplier for Supplier and its agents, staff, officers, employees and contractors an irrevocable license to enter for that purpose any premises then occupied by or in the ownership or possession of Customer or Customer’s customer. Customer shall indemnify Supplier against all claims, losses, damages, liabilities, costs and expenses so arising in exercising its rights under this Clause 4.4.

- 4.5 If before title to the Products passes to Customer, Customer becomes subject to any of the events listed in clause 8.2, then, without limiting any other right or remedy Supplier may have, Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately. Supplier may recover payment for the Products notwithstanding that ownership of any Products have not passed from Supplier.
- 4.6 On termination of this Contract, howsoever arising, Supplier's rights contained in this Clause 4 shall remain in effect.
- 5.1 Subject to the rest of this Clause 5, Supplier warrants that, as at delivery, the Products delivered shall:
- 5.1.1 be approximately the amount stated in the Order save where the Products are delivered in instalments in which case clause 5.2 shall apply (although Customer shall pay for the exact quantity actually delivered); and
- 5.1.2 be free from any material manufacturing defect so as to conform with any industry standard expectation for Supplier's description of the Products covered by the Order. This Contract shall not require delivery of any specific grade of Product or any particular fine or special tolerances, unless expressly agreed in writing by an authorised representative of Supplier.
- 5.2 If Supplier delivers a lesser amount than was in the Order, Supplier shall have the option, as Customer's sole rights and remedies, of promptly delivering to Customer the relevant quantity of Products to make up the shortfall. Supplier does not accept responsibility for any shortages within the delivery unless Customer informs Supplier in writing with full details of the shortages within two Working Days of the date on which the other Products had been delivered to Customer.
- 5.3 Subject to Clause 5.4, Supplier shall at its option replace or repair or provide a refund or credit note for the delivered Products which are not in conformance with the warranty set out in Clause 5.1 (and the replacement may either be an exact match or something else providing compliance with that warranty).
- 5.4 Supplier shall only be liable for defective or damaged Products if:
- 5.4.1 Customer notifies Supplier that all or some of the Products do not conform with the warranty in clause 5.1 promptly upon discovery of the defect or damage, which shall in any event be within two Working Days of delivery unless the defect or damage could not reasonably have been ascertained on an inspection on delivery (in which case it shall be within five Working Days of the date of discovery or the date on which Customer should reasonably have discovered it); in each case specifying with reasonable detail the way in which it is alleged that the Products do not conform to this Contract and the circumstances in which it arose;
- 5.4.2 Customer having provided Supplier with Supplier's delivery note number, and such other information and documentation as Supplier reasonably requires at the same time as the notice in Clause 5.4.1;

# LAWSONS GROUP

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[www.lawsons.group](http://www.lawsons.group)