

Application For Credit Account

- ▶ Fax Back both signed copies to: 01582 847 454
- ▶ Please enclose a copy of your company letterhead

<p>Name and Address of Company</p> <p>.....</p> <p>.....</p> <p>Post Code Telephone No.</p> <p>.....</p> <p>Managing Director/Proprietor</p> <p>.....</p> <p>Company Registration No.</p> <p>.....</p> <p>VAT Registration No.</p> <p>.....</p>	<p>Please Tick Box</p> <p><input type="checkbox"/> Public Limited Company</p> <p><input type="checkbox"/> Private Limited Company</p> <p><input type="checkbox"/> Sole Trader</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other please specify</p> <p>.....</p>
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<p>Operations Contact</p> <p>Contact Name</p> <p>.....</p> <p>Telephone No</p> <p>.....</p> <p>Fax No</p> <p>.....</p> <p>e-mail address</p> <p>.....</p>	<p>Purchase Ledger Details</p> <p>Contact Name</p> <p>.....</p> <p>Telephone No</p> <p>.....</p> <p>Fax No</p> <p>.....</p> <p>e-mail address</p> <p>.....</p>
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Invoicing Requirements

Order Number Required Yes No Contact Name:

Business Type (please state your main business activity e.g.: hotel / logistics / school etc)

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How did you find out about Cawleys? (Please Tick Box)

Yellow Pages Saw Vehicle Saw Container Visit from Rep Recommendation Website

Other (please give details)

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<p>Initial Order Value: £</p> <p>.....</p>	<p>Credit Limit Required: £</p> <p>.....</p>
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Credit Terms 30 Days From Invoice Date

I confirm that the above information is correct and my agreement with Cawleys Terms and Conditions.

Customers Signature:

Date:

Head Office Use Only

Sales Representative	Date:
.....
Approved by	Date:
.....
Entered on the System by	Date:
.....
Credit Limit Approved £	
.....	

General Conditions

1. F&R Cawley Limited shall be referred to as the Company for the purposes of this document. The Customer as defined overleaf shall be referred to as the Customer. These terms and conditions replace all other previous agreements in relation to the Service specified overleaf. No additions or changes to this agreement will be binding unless specified in writing and signed by the Company.
2. The container(s), service, or item(s) of machinery supplied as specified overleaf shall be referred to as the Equipment.
3. The agreement starts on the commencement date specified overleaf for an initial 12 month term. The agreement will be automatically renewed after each 12 month period unless terminated in accordance with clause 4.
4. Termination of Service: The Customer may end the agreement by giving not less than 3 months but not more than 6 months written notice to expire on the first or any subsequent anniversary of the Commencement Date specified overleaf.
 - 4.1. The Company may terminate the agreement at any time should the Customer be in breach of the conditions in this agreement.
 - 4.2. The Company may end the agreement immediately in the event of the Customer going into liquidation, receivership, or having a bankruptcy order made against them.
5. Charges will be applied in line with those specified overleaf. VAT will be applied where applicable and every endeavour will be made to ensure that this is clearly shown on the invoice.
 - 5.1. Charges are for the waste type, weight and / or volume originally agreed as specified overleaf.
 - 5.2. The Company reserves the right to charge an annual administration fee for the provision of a Waste Transfer Note as required under current UK Environmental Legislation. Annual Waste Transfer Notes will be automatically issued at the renewal date.
 - 5.3. The Company will review prices annually around March each year however reserves the right, at any time, to impose surcharges to reflect cost increases outside its control including, but not limited to, disposal costs, fuel costs and legislation. The Company will give at least 7 days notice in writing of any such changes. The stated Charges cover only the service provided during normal working hours on normal working days. Any service provided outside these times may be subject to a surcharge to be fixed by the Company.
 - 5.4. All invoices must be paid by the Customer within 30 days of the invoice date. If an invoice is disputed by the Customer this must be notified to the Company before the due date of the invoice. The Company may suspend the service in the event of non payment, however will always endeavour to inform the Customer in writing prior to suspension. This may be via a warning on the Customer's statement.
6. The Company will deliver and install the Equipment at the location specified overleaf. The Equipment will be deemed to be in good working order upon delivery unless the Customer informs the Company in writing within 5 working days of delivery. In this instance the Company will assess the Equipment and provide a suitable replacement or alternative if it is deemed necessary.
 - 6.1. The Company will endeavour to meet the service requirements and schedule as specified overleaf but cannot be held responsible for late or missed service for reasons beyond its control such as, but not restricted, to weather, labour disputes, breakdowns or delays.
 - 6.2. The Company will maintain, and where appropriate, service the Equipment as required depending on the specification of the Equipment.
 - 6.3. The Company shall not be liable for any loss or damage caused to the Customer's property or premises or wherever the Customer has requested the Company site the Equipment, by the Equipment or the operation of the service as a result of any breach of this clause 6 save that nothing in this clause shall exclude any liability of the Company as a result of death or personal injury.
7. The Waste shall be as described overleaf. The Customer is responsible for accurately describing the Waste in line with current legislation. This includes the correct List of Wastes (LOW) code as required on the Waste Transfer Note. The Customer is responsible for ensuring that only Waste in line with the description and LOW code given is placed in the Equipment. If inappropriate material is placed in the Equipment the Company may refuse to deal with its contents or may apply additional charges for safe removal and disposal.
 - 7.1. The Customer must notify the Company of any significant changes in the Waste specified that may affect the current collection method and disposal route. A new Waste Transfer Note must be completed and signed by both parties where required.
 - 7.2. On collection from the Customer the Waste becomes the property of the Company. This does not absolve the Customer of their legal responsibilities for their Waste. The Company cannot be held responsible for any incorrect or non waste material that is placed in the Equipment or in close proximity to the Equipment.
 - 7.3. The Customer shall ensure that the Equipment is safely and legally loaded for transportation – this may apply to weight or volume – and the Company reserves the right to charge a penalty for overweight loads. Where the Company deems that the Equipment is not loaded safely the Customer must make it safe as specified by the Company.
- 7.4. The Equipment is not to be used by anyone other than the Customer or its employees and if relevant where such persons have received appropriate safety briefings.
- 7.5. The Equipment is not to be removed from the location it was delivered to without the permission of the Company.
- 7.6. The Equipment is not to be damaged or set on fire.
- 7.7. The Equipment is not to be used for advertising other than that of the Company as regards name, logo and contact details.
- 7.8. Any allegation that the Equipment has been damaged by the Company must be communicated to the Company within 5 days whereupon the parties will meet to agree allocation of cost of repair. The Customer shall be responsible for recompensing the Company if damage is caused to the Equipment by anyone other than the Company or in the event of theft.
- 7.9. The Customer shall allow the Company and its representatives reasonable access to the Equipment for general service or inspection. If the Agreement is terminated the Customer shall allow the Company appropriate access to remove the Equipment.
- 7.10. The Customer will be responsible for the safety of its own employees and any other persons, including the Company's employees, on the Customer's premises. The Customer will be responsible for the safety of any person (excluding the Company's employees) making use of the Equipment. The Company can provide additional training on request but may apply a charge after initial installation of the Equipment.
- 7.11. The Customer shall ensure that the siting, use and operation of the Equipment do not contravene current Legislation or Bye-Law and that the location is suitable for collection and delivery. Where the Equipment is placed on a highway or other public place the Customer shall be solely responsible for all the necessary legal measures for the protection and safety of the public and other persons in relation to the Equipment.
- 7.12. The Customer shall ensure that they are adequately insured for the full term of the Agreement regarding the Equipment and use of the Equipment whilst it is located on the Customer's site or where the Customer has instructed the Company to site the Equipment. We do not exclude liability for death and personal injury.
- 7.13. The Customer hereby indemnifies the Company against any costs or claims it may suffer as a result of any breach by the Customer of its obligation under this Agreement.

Credit Terms 30 Days From Invoice Date (I confirm that the above information is correct and my agreement with Cawleys Terms and Conditions.)

Customers Signature:

Date: