

Credit Account Application



To apply for a Monthly Credit Account with either or both AABC Bagging Ltd and AABC Materials Ltd please complete this form and return it by email to sales@aabc.uk.com or by mail to the address on Page 2

Please place a tick next to the company/companies with which you wish to open a credit account:

AABC Bagging Ltd (supply of full artic loads of bagged aggregates)		AABC Materials Ltd (supply of loose aggregates and/or muck away)	
Credit Limit Required (AABC Bagging Ltd)	£	Credit Limit Required (AABC Materials Ltd)	£

Trading Title of Applicant in Full			
Full legal Name (if different)			
Company Registration No.			
Date of Incorporation			
Date Business Established			
Address to which all Correspondence to be sent:			
Postcode			
Tel		Fax	
email			

Person/s responsible for Purchasing	
Name	
Position in Company	
Telephone Number	
email	
Name	
Position in Company	
Telephone Number	
email	

Company Status (please delete as necessary)			
Limited / PLC / Partnership / Sole Trader / Other			
Names of Parent, Associate or Subsidiary Companies (if any)			
Registered Address (if Limited Company)			
Private Address (Unlimited Company or Sole Trader)			
Postcode		Tel	
Website			
Person who deals with Accounts			
Name			
Position in Company			
Telephone Number			
email			
Invoices and Statements			
Email address for Invoices to be sent electronically:			
Email address for Statements to be sent electronically:			

Is your organisation VAT Registered?	Yes		No		If yes, VAT No.
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Please supply the contact details for 3 Trade Referees who you currently have Credit Accounts with					
1.	2.	3.			
Tel:	Tel:	Tel:			
Fax:	Fax:	Fax:			
Has the Proprietor or any Partner or Director of the applicant had any previous involvement in liquidation or bankruptcy?				Yes	No
If yes give details:					
Have there been any changes to your Company information since your last Return filed at Companies House?				Yes	No
If yes, give details					
Please supply the following information in respect of each Proprietor/Partner/Principle Director.					
Full Name:		Full Name:		Full Name:	
Home Address:		Home Address:		Home Address:	

Please enclose a copy of your Printed Letterhead with your application form

Send the completed form and enclosures to:

AABC Group
Unit 9A/10 Meadway Court, Rutherford Close, Stevenage, Herts, SG1 2EF
Telephone: 01438 730830 Fax: 01438 525646

AABC Bagging Ltd Co. Reg No: 04279659 AABC Materials Ltd Co. Reg No: 02596386 VAT No: 200 3531 77

This application must be signed by the Proprietor, Partner/s or Director/s or legally responsible officer/s as appropriate			
Declaration			
<p>Each signatory, as authorised representative(s) of the applicant Customer, hereby applies for a Trade Credit Account and agrees to pay any resulting account by the last working day of each month following the month of delivery in accordance with AABC Bagging Ltd and/or AABC Materials Ltd Conditions of Sale. Each signatory further agrees that those Conditions of Sale (as modified, amended or updated by AABC Bagging Ltd or AABC Materials Ltd from time to time) shall apply to all sales of goods or services by AABC Bagging Ltd and/or AABC Materials Ltd. Each Signatory to the agreement agrees, jointly and severally, to personally guarantee the performance of the contract by the organisation on whose behalf the signature is given, including any financial obligations arising from any changes in the credit limit of the credit account made by AABC Bagging Ltd or AABC Materials Ltd from time to time. In the event of failure or default, or non-compliance with the Terms and Conditions of this contract, AABC Bagging Ltd and/or AABC Materials Ltd have the right to proceed against the signatory/s personally. Each signatory believes all the information given in this application to be correct to the best of their knowledge.</p> <p>The personal data collected from you on this form shall be processed in accordance with our Privacy Notice which is attached.</p> <p>We may from time to time send you details of our goods or services that we feel may interest you, including promotional by email or post. You may opt out of receiving such communications at any time. If you would NOT like to receive such offers, please tick here <input type="checkbox"/></p>			
Signed:	Name:	Position:	Date:
Signed:	Name:	Position:	Date:
Signed:	Name:	Position:	Date:



Terms and Conditions of Sale



GENERAL

These terms and conditions will apply to all orders accepted by us (AABC Bagging Ltd and/or AABC Materials Ltd) from you (our Customer). Any variations of, or addition to, or substitute for these terms and conditions, even if included or referred to in your written order or instructions, will not apply to the contract of sale unless we specifically agree them in writing.

The Company reserve the right to correct any clerical or typographical errors made by its employees at any time.

PRICES

The Company reserve the right to withdraw or to revise prices at any time.

QUOTATIONS

Quotations are provisional and may be altered to take account of any changes taking place between the date of quotation and the Company's acceptance of the Customers order in the price of raw materials, rates of wages and other costs or in the Customer's instructions or in the event that the Customer orders part only of the quantity referred to in any quotation. The Company may withdraw or amend any quotation at any time prior to accepting the Customers order.

DESCRIPTIONS

Any descriptions or information given by the Company are for identification or assistance purposes only and will not imply that goods are fit or sufficient for the Customers particular purpose or circumstance.

PAYMENT

If you have a current credit account facility with the Company you will make full payment so that it is received by the Company not later than the last banking day of the month following the month of supply. If you do not have a current credit account facility you will make payment by the time and method agreed at the time of order. In the absence of written agreement between the Company and the Customer to the contrary the due date will be the date and time of supply.

If any payment is not received by the due date the Company may charge you interest at 8% over Bank of England Official Dealing Rate from that date.

The Company will be entitled to suspend or stop supply and to withdraw or restrict credit provisions without advance notice if any payment becomes overdue, or if the Company have reason to believe that you may be unable or unwilling to pay for the goods.

CANCELLATION

Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss and damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing.

A charge will be made for any costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting or giving instructions for the delivery of any goods.

RISK AND TITLE

Risk will pass to the Customer on receipt of the goods by the Customer, or on payment, whichever is earlier.

Unless otherwise agreed in writing, ownership of the goods will not pass to the Customer until the Company have received full payment. Until the Company has received payment and whilst the goods are in the possession of the Customer, the goods must be stored in such a way as to enable them to be identified as the property of the Company. You hereby irrevocably agree that the representatives of the Company may enter the place of storage, with such vehicles and equipment as may be necessary, to remove such goods.

DAMAGES AND SHORTAGES

No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless the Customer shall have given to the Company written notice of such damage, shortage or loss with reasonable particulars thereof within 3 days of receipt. The Company shall have no liability in respect of damage, shortage, or loss occurring while the goods are in the custody of an independent carrier. In any other case, the Company's liability, if any, shall be limited to replacing such goods (or in its discretion) crediting the customer with the Contract price provided that the Customer shall if so requested have provided authority for the Company to inspect damaged goods within 14 days of such request. The Company shall have no liability for consequential loss arising out of such damage shortage or loss.

RETURN OF GOODS

The Company may, at their option, accept or reject the return of any goods that have been correctly supplied. If the Company accept the return of such goods, there may be a charge for doing so.

DELIVERIES

The Company reserves the right to make an additional charge if:

(i) the supply of goods is requested by the Customer in quantities less than a full load.

(ii) for any reason (other than the default of the Company or its servants or agents) the delivery vehicle is unable to discharge its load within 15 minutes of arrival at the delivery point. Details of such charges are available upon request.

The Company will endeavour to supply the goods or services by any date or within any period agreed upon, such dates and periods are estimates only, given in good faith and the Company will not be liable for any failure to supply by such a date or within such a period. Moreover, the Company shall be entitled to defer supply until any monies due from the Customer have been received.

Unless otherwise agreed in writing the Contract price only includes delivery during the normal working hours and normal working days of the Company. All deliveries made at the Customer's request (subject to the Company's agreement) on Public holidays, Sundays or Saturdays or outside of normal working hours will be subject to an additional charge.

Unless otherwise agreed in writing by the Company the Customer will take delivery of the goods at the nearest convenient unloading point to the Customer's premises or appropriate site and the Customer shall be responsible for notifying the Company of any restriction of access such as weight, width, height or unloading hours. If, at the Customers request, the company agrees to deliver the goods to a point off the public road the Customer will indemnify the Company against all losses, costs, expenses, actions and claims incurred by the Company arising from delivery at that point or as a result thereof including, but not limited to, damage to vehicles, kerbs, pipes, manholes or any other property. Offloading will be at the Customer's risk and the Customer will give proper assistance to the driver of the delivery lorry in unloading the goods.

FORCE MAJEURE

The Company will not be liable for any loss, damage or expenses incurred and the Customer shall not be entitled to terminate the Contract in the event of;

(i) Act of God, war hostilities (whether it was declared or not)

(ii) Riots, civil commotion, invasion, military or usurped power

(iii) Any Act of Parliament statutory instrument and any bye law or regulations of any local authority or any statutory undertaking which comes in to effect after the date of the quotation provided or an order acceptance.

(iv) Any strikes or lock-outs or industrial action (official or otherwise)

(v) Any breakdown of plant or equipment used in production or delivery

(vi) Any shortage of labour or plant and equipment

(vii) Any cause or circumstances beyond the control of the Company, its subsidiaries or suppliers



Privacy Notice



1. How we use your personal data

We are committed to protecting your personal data.

The only data we collect from you is as submitted by you on the form attached.

We will use your sensitive personal data (that is the data you completed on the credit account application form) for the purposes of providing our services to you or if we need to comply with a legal obligation.

We will use your non-sensitive personal data to (i) register you as a new client, (ii) manage payment, (iii) collect and recover monies owed to us (iv) to manage our relationship with you, (v) send you details of our goods and services.

Our legal grounds for processing your data are in relation to points (i) to (iv) above are for performance of a contract with you and in relation to (iii) and (v) above, necessary for our legitimate interests to develop our products/services and grow our business and to recover monies owed.

We will not share your details with third parties for marketing purposes except with your express consent.

2. Disclosure of your personal data

We may have to share your personal data with (i) service providers who provide IT and system administration support, (ii) professional advisors including lawyers, bankers, auditors and insurers (iii) HMRC and other regulatory authorities and/or (iv) third parties to whom we sell, transfer or merge parts of our business or our assets.

We require all of these third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. They are only allowed to process your personal data on our instructions.

3. International transfers

If any of our third party providers are businesses outside of the EEA in countries which do not always offer the same levels of protection for your personal data. We will do our best to ensure a similar degree of security by ensuring that contracts, code of conduct or certification are in place which give your personal data the same protection it has within Europe. If we are not able to do so, we will request your explicit consent to the transfer and you can withdraw this consent at any time.

4. Data security

We have put in place security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We also limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know such data. They will only process your personal data on our instructions and are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breaches and will notify you and any applicable regulator where we are legally required to do so.

In certain circumstances you can ask us to delete your data. See the section entitled 'your rights' below for more information.

We may anonymise your personal data (so that you can no longer be identified from such data) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

5. Data retention

We will only keep your personal data for as long as is necessary to fulfil the purposes for which we collected it. We may retain your data to satisfy any legal, accounting, or reporting requirements so for example we need to keep certain information about you for 6 years after you cease to be a client for tax purposes.

You have the right to ask us to delete the personal data we hold about you in certain circumstances. See section 6 below.

6. Your rights

You are able to exercise certain rights in relation to your personal data that we process. These are set out in more detail at <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

In relation to a Subject Access Right request, you may request that we inform you of the data we hold about you and how we process it. We will not charge a fee for responding to this request unless your request is clearly unfounded, repetitive or excessive in which case we may charge a reasonable fee or decline to respond.

We will, in most cases, reply within one month of the date of the request unless your request is complex or you have made a large number of requests in which case we will notify you of any delay and will in any event reply within 3 months.

If you wish to make a Subject Access Request, please send the request to Unit 9a/10 Meadway Court, Rutherford Close, Stevenage, Herts, SG1 2EF or email sales@aacbc.uk.com marked for the attention of the Data Compliance Officer.

7. Keeping your data up to date

We have a duty to keep your personal data up to date and accurate so from time to time we will contact you to ask you to confirm that your personal data is still accurate and up to date.

If there are any changes to your personal data (such as a change of address) please let us know as soon as possible by writing to or emailing the addresses set out in section 6 above.

8. Complaints

We are committed to protecting your personal data but if for some reason you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk).

We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.