# Credit Account Application Form

0121 382 6262 | https://birminghamfueloils.co.uk

Please fill in your details below and return to sender - sales@birminghamfueloils.co.uk

Full Name of Business/Company (For statement of Account)

Full Address of Business/Company

Post Code

Telephone No.

Fax No. (If any)

Account Contact

Any Branch Address

If Limited Company, Name & Address of Registered Office (If different from above)

Company Registration No.

Years Trading

VAT Registration No.

If not VAT Registered, Sign

HM. Customs & Excise RDCO No. (If Applicable)

For What Purpose is Fuel Used

Monthly Fuel Usage /L (Approximate)

Amount of Credit Required /Month

£

Name & Address of Bankers

Bank Account No.

Bank Sort Code

Trade References. We Require 2 Please (To whom approaches can be made)

I/We wish to apply for a credit account with the above Company and agree to abide by the conditions of sale applying and to settle within the Terms and Conditions following that of supply.

Signature

Print Name

Position

Date

## For Office use only

Application Checked by (Staff Initials)

Credit Terms Agreed

Approved Credit Limit

Payment Method Agreed

# Birmingham Fuels Oils Terms and Conditions

## 1. Orders

1.1 Any order placed by the buyer, whether orally, in writing or in electronic form, shall constitute a binding contract of sale once the seller has accepted it.
1.2 Unless otherwise agreed in writing by the seller, all products shall be supplied in accordance with the conditions to the exclusion of any terms and conditions (if any) stipulated by the buyer and any representations warranties or communications not expressly incorporated in these Conditions.
1.3 The buyer shall be solely responsible for ensuring the accuracy of the terms of any order.

## 2. Price

2.1 The product shall be charged at the price agreed at the date the order is made, subject to any increase equal to any new or increased tax duties or other imposts or the wholesale schedule price and/or any market variations imposed or occurring up to the date of delivery. In the event that no price has been agreed, the price shall be the sellers selling price at the date of delivery.
2.2 The price shall include all duties levies or other imposts (excluding VAT).
2.3 Any rebates discounts or allowances agreed between the seller and buyer are strictly subject to compliance with any credit terms and may be granted varied or rescinded at any time at the Seller's sole discretion.

## 3. Payment

3.1 Credit shall only be available to the buyer subject to the completion of the sellers credit application form. The offer of credit to any buyer and the continuation of such credit terms shall be at the seller's sole discretion.
3.2 If credit is granted to the buyer payment for each delivery shall be made not later than the 10th day of the next month following the month in which delivery was made. If no credit is available or otherwise at the buyer's sole discretion, payment shall be made prior to or on the date of delivery in cleared funds.
3.3 Prompt payment shall be a condition precedent to further deliveries and in the event of the failure of the buyer to pay in accordance with the credit terms interest shall be charged on the sums outstanding at the rate of 2% per month above the base rate of Nat West Bank plc from time to time, such interest to accrue on a daily basis until payment is made to be paid without deduction of tax.

## 4. Deliveries

4.1 The seller will make every effort to affect delivery in accordance with the buyer's requirements and the seller will in any event try to deliver within three working days of the order.
4.2 No delivery date is guaranteed and time shall not be of the essence.
4.3 All deliveries shall be made within the seller's normal business hours.
4.4 For all deliveries made to the buyers premises the buyer must provide safe and suitable :(a) access of a public road over a hard metal road;(b) storage facilities which comply with all statutory local or other requirements applicable to the storage and handling of the products;(c) connection points (not requiring more than thirty feet of hose;(d) supervision for the off-loading operation in accordance with safe practice and in compliance with applicable statutory or other requirements; and in respect to each condition the buyer will indemnify the seller and for that purpose shall maintain appropriate insurance against all third party claims, costs and expenses attributable thereto, including any extra costs or expenses incurred by the seller arising from any failure by the buyer to make such provisions, together with bearing the responsibility for any accidents loss or damage caused to the products or any property whether of the buyer the seller or any third party resulting directly or indirectly for the transportation of the products being requested by the buyer to premises situated away from a public road.
4.5 In the event the seller is unable to effect delivery to the buyer by reason of the failure of the buyer to satisfy the Conditions in clauses 4.4,4.6 and 5.2 or for any other reason (including the buyers refusal to accept the delivery of the products or part thereof) the buyer shall pay to the seller a delivery charge equal to £75 or 15% of the order value, whichever is the greater.
4.6 The buyer shall provide every facility to ensure that the products are promptly discharged or offloaded.
4.7 The measurements of the seller or its agents shall be conclusive as to the quantities delivered; in particular:(a) at unmanned premises — the drivers confirmation as shown on the reading stated on the invoice/delivery note;(b) at manned premises — signature of the buyer or his agent on the invoice/delivery note or in the absence of such signature as in accordance with unmanned premises.
4.8 The buyer shall ensure that it shall not permit smoking, the use of naked lights or electric or gas fires or radiators near to any tank or inlet pipe into which a delivery of the products is being made or in the vicinity of any vent pipe connected to a tank and will fully indemnify the seller against any damage claims or costs arising of its failure to comply with this condition and shall retain appropriate insurance cover for that purpose.

## 5. Measurement

5.1 The seller shall not be responsible for dipping checking or testing the buyer's tank.
5.2 The buyer shall be solely responsible for ensuring that the fuel is delivered into the correct feed on the buyer's tank, which shall have sufficient capacity to receive the ordered quantity.
5.3 The seller shall accept no responsibility for any damage whatsoever caused resulting from the failure on the part of the buyer to comply with 5.1 and 5.2 above.

## 6. Loss or damage in transit

6.1 Where the price includes delivery the seller may at its option replace free of charge or credit any products lost or damaged in transit provided that the buyer notifies the carriers and the company in writing of such loss or damage within 24 hours of delivery.

## 7. Risk and ownership

7.1 Title in the product shall remain with the seller until the buyer has made payment in full, but the risk of loss or damage to the product shall pass to the buyer on passing the flange of the tank and associated pipe of the buyer his agent or his carrier into which the buyer has requested the product to be delivered.
7.2 Nothing in 7.1 shall prevent the buyer (being a distributor of the products) from re-selling the products to any third party in the normal course of business on the condition that the proceeds of any such resale are held by the buyer in trust for the seller and the buyer shall whenever so required by the seller assign to the seller all its rights against third parties in connection with the products.

## 8. Advertising and resale

8.1 The buyer shall not: (a) cause or permit the advertisement or sale of any of the sellers products under the sellers name trademarks or descriptions without the sellers prior written consent or under the sellers name trademarks or descriptions of any petroleum products which have not been supplied by the seller and in default the buyer shall indemnify the seller in respect to all

costs claims damages or other loss however suffered made or imposed; (b) re-sell transfer or otherwise dispose (save by its own consumption) of any products which the seller has delivered to a buyer which it treats as a consumer.

## 9. Force Majeure

9.1 The seller shall not be liable for any failure or delay and performance of its obligations if and so long as such performance is prevented or hindered by circumstances of any kind whatsoever outside the sellers direct control.

9.2 If any such circumstances prevent or hinder the seller in supplying the full quantity of products to the buyer and also at the time in maintaining in full its other business the seller may withhold suspend or reduce deliveries under any contract to such an extent as the seller in its absolute discretion considers appropriate but the buyer shall be free to purchase from other suppliers any resultant deficiency of any delivery which remains outstanding one month after deliveries were first effected by the operation of this specific Condition.

## 10. Limitation

10.1 Any dispute or difference relating to quantity or quality of the products not otherwise provided for under these conditions shall be notified to the seller within 48 hours of delivery and in relation to price not later than 3 days of receipt of invoice or statement in default of which the buyer shall have waived all remedies in respect thereof and shall thereafter be stopped from challenging the same.

10.2 In the event of any dispute there shall be no right of set of for the buyer against any sums outstanding to the seller.

## 11. Liability

11.1 The sellers liability in terms of these Conditions is in lieu of and to the exclusion of all other warranties conditions or obligations imposed or implied by statute or otherwise in relation to the quality or description of the goods or their fitness for any particular purpose and all liability for any loss or damage whether direct indirect or consequential (howsoever arising) is hereby expressly excluded.

11.2 The buyer shall indemnify the seller against all claims for personal injury loss or damage to property brought against the seller by third parties arising from the delivery storage or use of the products unless such injury loss or damage is solely attributable to the negligence of the seller or the sellers employees or agents.

11.3 Without prejudice to the foregoing the buyer is warned that the products are unsuitable for any use other than as petroleum products and no liability of any kind whatsoever is accepted by the seller for any consequences of using the products for any other purpose.

11.4 In the event the buyer is a consumer as defined under the Sale of Goods Act 1979 or any statutory modification there of any provision of these conditions which is of no effect by reason of such statute regulation or otherwise shall not apply or the avoidance of doubt the statutory rights of a consumer are not in any way affected by these Conditions.

## 12. Insolvency or default of the buyer

12.1 If the buyer makes default in or commits any breach of any of its obligations under these conditions or if any distress or execution is levied upon him his property or assets or if he makes or offers to make any arrangements or composition with his creditors or any petition or receiving order in bankruptcy is presented or made against him or if any resolution or petition to wind up the buyer is passed or presented otherwise than for the purposes of a solvent reconstruction or amalgamation or if a petition is presented for an administration order to be made in respect of the buyer or if any such administration order is made or if an administrator(s) is appointed in respect of the buyer or if a receiver(s) is appointed in respect of the buyer its undertaking property or assets or any part there of the seller shall (without prejudice to any claim or right the seller might otherwise make or exercise) have the right forthwith to determine the contract by summary notice and all amounts payable by the buyer to the seller under any contract whatsoever shall become due and payable immediately notwithstanding any terms of credit.

## 13. Assignment

13.1 The buyer may not assign his or its rights under these conditions in whole or in part without the seller's prior written consent.

## 14. Notices

14.1 Any notice given under these conditions by post cable telex or fax to the recipient at its registered or principal office shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

## 15. General

15.1 Any gas oil red diesel or kerosene supplied by the seller shall be used by the buyer in strict accordance with customs and excise regulations in force from time to time and the buyer shall indemnify the seller in respect as to the improper use thereof.

15.2 The seller reserves the right to report the buyer to such credit agencies as it sees fit in the event of the buyer's failure to comply with its credit terms.

15.3 The buyer shall be registered to the extent as is required in accordance with the Data Protection Acts.

## 16. Governing law

These conditions shall be construed in accordance with English law.

# Instruction to your bank or building society to pay by Direct Debit

**Please fill in the whole form using a ball point pen and send it to:**

**56 Birch Road East Industrial Estate**
**Birch Road East**
**Birmingham**
**B6 7DB**
**Telephone : 0121 382 6262**
**Email : marie@birminghamfueloils.co.uk**

**Service user number**

| 4 | 3 | 8 | 8 | 5 | 8 |
|---|---|---|---|---|---|

**Name(s) of account holder(s)**

**Reference**

**Bank/building society account number**

**Branch sort code**

**Name and full postal address of your bank or building society**

To: The Manager — Bank/ uilding society

Address

Postcode

**Instruction to your bank or building society**
Please pay Birmingham Fuel Oils Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Birmingham Fuel Oils Limited and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

DDI2

This guarantee should be detached and retained by the payer.

## The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Birmingham Fuel Oils will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Birmingham Fuel Oils to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Birmingham Fuel Oils Limited your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  – If you receive a refund you are not entitled to, you must pay it back when Birmingham Fuel Oils asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.