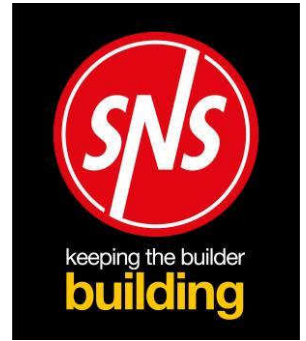


# SNS Credit Account Application

Application is made to SNS Building Products Ltd (SNS) for credit facilities to be granted to the undersigned. A copy of the Terms and Conditions of Sale and Trading has been received and it is understood that these conditions (& any future amendments thereto) shall govern any contract with SNS for the purchase of goods and services.



Business / Trading Name : .....

Business / Trading Address : .....

..... Postcode : .....

Main Office Telephone No. : ..... Purchase Ledger Telephone No. : .....

Mobile Tel No. : ..... E-Mail : ..... Website : .....

We email invoices and statements, please enter your Finance departments email address: .....

Business Status (please tick): LTD:  PLC:  LLP:  Partnership:  SoleTrader:

## Main Business Activity (tick 1 only):

- |                                  |                          |                                |                          |                                   |                          |
|----------------------------------|--------------------------|--------------------------------|--------------------------|-----------------------------------|--------------------------|
| Architects/Surveyors/Consultants | <input type="checkbox"/> | General Building Contractors   | <input type="checkbox"/> | Plastering, Drylining & Screeding | <input type="checkbox"/> |
| Bricklaying Contractors          | <input type="checkbox"/> | Groundwork Contractors         | <input type="checkbox"/> | Property Maintenance              | <input type="checkbox"/> |
| Builders - Commercial Buildings  | <input type="checkbox"/> | Housing Developers/Contractors | <input type="checkbox"/> | Refurb & Restoration Contractors  | <input type="checkbox"/> |
| Carpentry & Joinery              | <input type="checkbox"/> | Landscape/Fencing Contractors  | <input type="checkbox"/> | Roofing Contractors               | <input type="checkbox"/> |
| Conservatory/Double Glazing      | <input type="checkbox"/> | Loft Conversions               | <input type="checkbox"/> | Self-build Project                | <input type="checkbox"/> |
| Fitted Kitchen & Bathrooms       | <input type="checkbox"/> | Merchant/Resell                | <input type="checkbox"/> | Other: .....                      |                          |
| Flooring Supply/Install          | <input type="checkbox"/> | Office Refurbishment           | <input type="checkbox"/> | .....                             |                          |

Are any of the directors, owners or partners in this business un-discharged bankrupts? Yes / No

Have any of the directors, owners or partners of this business held any other credit accounts with this company? Yes / No

If so, please list company account names: .....

## Limited Companies Only

Company Registration Number : ..... Date of Formation : ..... Parent Company : .....

## All Companies - Home Address(es) of Proprietors / all Partners / all Directors

1. Name : ..... Home Address : .....  
..... Postcode : ..... Date of Birth : .....

2. Name : ..... Home Address : .....  
..... Postcode : ..... Date of Birth : .....

3. Name : ..... Home Address : .....  
..... Postcode : ..... Date of Birth : .....

4. Name : ..... Home Address : .....  
..... Postcode : ..... Date of Birth : .....

**Names of persons authorised to place orders**

Order No. Req'd ?:

Name : ..... Position : .....

Name : ..... Position : .....

Name : ..... Position : .....

**Names of persons authorised to make payment**

Name : ..... Position : ..... Mobile Telephone No. : .....

Name : ..... Position : ..... Mobile Telephone No. : .....

Name : ..... Position : ..... Mobile Telephone No. : .....

Estimated Value of Monthly Spend : £..... Credit Limit Requested : £.....

**Please provide details of 3 Trade References that you current trade with (Not National Builders Merchants as they do not give references)**

1. Company Name : ..... Address : .....

..... Postcode : ..... Tel No. : .....

Email : ..... Current Credit Limit : £ .....

2. Company Name : ..... Address : .....

..... Postcode : ..... Tel No. : .....

Email : ..... Current Credit Limit : £ .....

3. Company Name : ..... Address : .....

..... Postcode : ..... Tel No. : .....

Email : ..... Current Credit Limit : £ .....

**Your Bank Details**

Name : ..... Tel No. : .....

Address : ..... Postcode : .....

Account No. : ..... Sort Code : ..... / ..... / .....

**Declaration**

In processing your application for credit facilities, enquiries may be made of credit reference agencies and other third parties, who may record those enquiries. Information may also be disclosed 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, the undersigned hereby confirm that if credit facilities are approved the account will be paid as per the normal monthly terms of SNS Building Products Ltd, and I personally guarantee, jointly and severally, to indemnify you for any amount outstanding from time to time on the said account, in the event of non-payment by the company, in whose name such credit is hereby sought. I also agree, personally and on behalf of the company, to pay interest at the rate of 5% above base rate per annum on any amounts outstanding for more than 30 days.

**Must be signed by a Director, Partner, or Proprietor of the business.**

Signed : ..... Print Name : .....

Position : ..... Date : .....

Please email/send a copy of your company letterhead with this application.

Please retain a copy for your records



1 INTERPRETATION

- (a) In these Conditions 'the Company' means SNS Building Products Ltd (CRN 08317024) whose registered office is at Arkwright Road, Reading, Berkshire, RG2 0LU or any subsidiary company or agent authorised by them.
- (b) 'Conditions' means the terms and conditions set out in this document.
- (c) 'Credit Account Application' means the application for a credit account made by the Purchaser prior to an order being made.
- (d) 'Goods' means all products supplied by the Company to the Purchaser whether by means of sale, hire, rental or otherwise and whether the property of the Company is distributed by the Company as agents for another.
- (e) 'Intellectual Property' means any patents, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names and other similar rights or obligations whether registrable or not in any country in the world in respect of the Goods.
- (f) 'Purchaser' means the person, company or business purchasing Goods from the Company.
- (g) 'Specification' means the description or specification of the Goods as agreed between the parties.

2 GENERAL

- (a) These Conditions of sale should be read in conjunction with any additional terms agreed in writing between the parties and shall apply to all contracts for the sale of Goods by the Company to the Purchaser to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply under any order, confirmation of order or similar document.
- (b) All orders for Goods shall be deemed to be an offer to by the Purchaser to purchase the Goods pursuant to these Conditions. The order will lapse unless unconditionally accepted by the Company in writing within 7 days of its date.
- (c) In purchasing Goods from the Company on these Conditions the Purchaser is deemed to acknowledge that they do not rely upon the skill or judgment of the Company or its employees or agents as to matters connected with the Goods.
- (d) The Purchaser shall be responsible for providing any guard or protection necessary to comply with any statutory requirements in connection with the operation of machinery.
- (e) Any complaints about the Goods supplied must be made within three days of delivery.
- (f) Credit will only be given for Goods returned if delivery note number is quoted and the Company has issued a collection note for the Goods.
- (g) When Goods are returned to the Company's stock for credit, the Company reserves the right to deduct a minimum of 15% from the original cost of the Goods in addition to carriage charges where applicable.
- (h) Goods returned damaged will not be subject to a credit.
- (i) Goods returned in soiled condition will be subject to a cleaning charge.
- (j) All samples will be charged at the current rate and are non-returnable.
- (k) Cancellation of special or purpose made orders including structural steelwork cannot be accepted after the Goods have been manufactured by the Company or its supplier. Returns for credit will not be accepted for special or purpose made orders.

3 CREDIT ACCOUNT

- (a) The Purchaser shall complete and return the Credit Account Application prior to any order being placed. No order will be accepted without advance payment in full until a credit account has been authorised by the Company.
- (b) The Company is under no obligation to provide a credit account to the Purchaser and any credit account is subject to a satisfactory credit score and trade references.
- (c) The Company reserves the right to suspend any credit account held by the Purchaser with immediate effect if:
  - (i) these Conditions become terminable under clause 9 below;
  - (ii) the Purchaser has, knowingly or otherwise, provided inaccurate information in the Credit Account Application Form; or
  - (iii) the Purchaser is in breach of these Conditions.
- (d) If the credit account is suspended for any reason, then all sums owed to the Company by the Purchaser will become immediately due and payable in full.
- (e) If a Credit Account Application Form is received and the Company decline to provide the Purchaser with a credit account for any reason the Company may at its own discretion supply Goods to the Purchaser and request full payment at the time the order is placed.

4 PAYMENT AND PRICES

- (a) Unless terms are agreed otherwise all sums become due and payable under these Conditions not later than 30 days from the end of month in which the invoice was raised.
- (b) All sums and payments referred to in these Conditions are exclusive of value added taxes which will be chargeable in addition to the prices quoted.
- (c) The Company may by giving notice to the Purchaser at any time up to 7 days before delivery increase the price of the Goods to reflect any increase in the cost to the Company.
- (d) The time for payment shall be of the essence and no payment shall be deemed to have been made until the Company has received payment in cleared funds. Payment can be made by direct bank transfer, BACS, debit or credit card, cheque or cash unless otherwise specified by the Company. Please note that cheques cannot be accepted for orders which are agreed to be 'cash on delivery' orders.
- (e) The Company reserves the right to make a delivery charge according to the circumstances of each order. Deliveries of £80.00 net goods value and over are carriage paid within the Company's normal delivery area. Under £80.00 a surcharge of £15.00 will be applied.
- (f) The Company reserves the right to charge interest at the rate of 5% above the base rate from time to time of Lloyds Bank PLC on all overdue accounts such interest being deemed to accrue on a day to day basis from the due date of payment under paragraph (a) of this Condition.
- (g) The Purchaser shall have no right of set off statutory or otherwise.
- (h) The Purchaser reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.
- (i) Goods will be invoiced at prices specified on the Company's Website at date of dispatch unless agreed in writing between the parties.

5 RISK AND THE PASSING OF PROPERTY

- (a) Risk in the Goods shall pass to the Purchaser when the Goods are delivered to or collected by the Purchaser or its agent.
- (b) Title to the Goods, including full legal and beneficial ownership, shall not pass to the Purchaser until the Company has received payment in full of all the monies owed by the Purchaser to the Company, including any value added taxes.
- (c) Until such time as property in the Goods passes from the Company the Purchaser shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Purchaser fails to do so the Company may enter upon any premises owned occupied or controlled by the Purchaser where the Goods are situated and repossess the Goods.
- (d) The Purchaser shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Purchaser does so all sums whatever owing by the Purchaser to the Company shall forthwith become due and payable.

- (e) The Purchaser shall from the date of delivery of the Goods insure and keep insured the Goods to the full price against 'all risks' to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Purchaser fails to do so all sums whatever owing by the Purchaser to the Company shall forthwith become due and payable.
- (f) The Purchaser is licensed by the Company to use or to agree to the sale of the Goods delivered to the Purchaser subject to the Conditions set out in paragraph (h) below.
- (g) Until title to the Goods passes:
  - (i) the Purchaser will hold the Goods as fiduciary agent and bailee for the Company.
  - (ii) the Goods shall subject to paragraph (f) of this Condition be kept separate and distinct from all other property of the Purchaser and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company.
  - (iii) the Company may at any time revoke the power of sale and use contained in paragraph (f) of this Condition by notice to the purchaser if the Purchaser is in default for longer than 14 days in the payment of any sum whatsoever due to the Company whether in respect of the Goods or any other Goods supplied at any time by it to the Purchaser or if the Company has bona fide doubts as to the solvency of the Purchaser.
- (h) The Purchaser's power of sale and use contained in paragraph (f) of this Condition shall automatically cease if the Purchaser has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or becomes bankrupt or insolvent or enters into any arrangements with creditors or take or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law.
- (i) Upon determination of the Purchaser's power of sale and use pursuant to sub-clause (iii) of paragraph (g) of this Condition the Purchaser shall place any Goods in its possession or under its control and unsold at the disposal of the Company and the Company shall be entitled to enter upon any premises of the Purchaser for the purpose of removing such Goods.

6 SPECIFICATION OF THE GOODS

In purchasing Goods from the Company on these Conditions, the Company will make every reasonable effort to ensure that all Goods conform in all material respects to the Specification. All warranties and conditions (whether express or implied) as to quality, condition, description, compliance with sample and fitness for purpose (whether statutory or otherwise) except those expressly set out in these Conditions are excluded from these Conditions to the fullest extent permitted by law.

7 DELIVERY AND ACCEPTANCE

- (a) Delivery will be deemed to have been affected after the Goods leave the premises of the Company or as the case maybe the premises of the suppliers to the Company in circumstances where the Goods are delivered direct from such suppliers.
- (b) Time of delivery is not of the essence.
- (c) The Company reserves the right to make delivery by installments and to tender a separate invoice in respect of each installment.
- (d) When delivery is to be by installments or the Company exercises its right to deliver by installments under paragraph (d) of this Condition or if there be a delay in the delivery of any one or more installments for whatever reason this will not entitle the Purchaser to treat the Contract as repudiated or to damages.
- (e) Deviations in quantity of the Goods delivered (representing not more than 10 per cent by value) from that stated in these Conditions shall not give the Purchaser any right to reject the Goods or to claim damages and the Purchaser shall be obliged to accept and pay at the contract rate for the quantity of the Goods delivered.
- (f) Shortages must be notified to the Company within three days of delivery.
- (g) The Purchaser shall immediately upon receipt of the Goods inspect them for evidence of damage and defect.
- (h) The Purchaser shall, within 24 hours of the arrival of each delivery of the Goods, give written notice of rejection of the Goods to the Company on account of any defect by reason of which the Purchaser alleges that the Goods delivered do not comply with the Specification and which was apparent on reasonable inspection of the Goods.
- (i) If the Purchaser fails to give written notice as stated in these Conditions then, except in respect of any defect which is not one which would be apparent on reasonable inspection, the Goods shall conclusively be presumed to comply with the Specification and accordingly the Purchaser shall be deemed to have accepted the delivery of the Goods in question and the Company shall have no liability to the Purchaser with respect to that delivery.
- (j) If the Purchaser alleges that any Goods are not in accordance with the Specification, it shall, if so requested by the Company, return the relevant Goods (unaltered and unrepaired) to the Company for inspection as soon as possible at its own risk and expense.
- (k) The Company's decision as to whether the Goods comply with any Specification given shall be final.
- (l) If the Purchaser returns the Goods to the Company for any reason then the Purchaser will be liable for arranging such return, the costs associated with such return and insuring the Goods until they are accepted as returned by the Company.
- (m) This clause shall apply to Purchasers deemed to be consumers in accordance with the Consumer Contract Regulations (CCR) only in so far as this clause does not affect a consumer's rights under the CCR.

8 LIMITATION OF LIABILITY

- (a) The Company's liability for direct loss whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the price of the Goods. The Company shall be under no liability whatever to the Purchaser for any indirect loss and/or expense (including loss of profit) suffered by the Purchaser arising out of a breach by the Company of these Conditions. Save as stated in these Conditions all express or implied conditions and warranties statutory or otherwise are hereby expressly excluded. Nothing in these Conditions shall affect any liability which the Company may incur for death or personal injury resulting from negligence or any other liability which may not be limited or excluded at law.
- (b) The Company shall not be liable for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the Goods or for any damages or personal injuries or other losses, howsoever caused directly or indirectly by the Goods.
- (c) The Company shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make Goods ready for collection on the due date.
- (d) The Company shall in no event be liable for any inaccuracy or mis description of the Goods or for any loss or damage either direct or consequential flowing therefrom or from any other cause whatsoever including any defect whatsoever in the Goods notwithstanding any written or oral representations warranty or conditions which the Company or their representative or agent may have made or given prior to or in the course of making or purporting to be part of these Conditions from which are also excluded all implied warranties or conditions. The Company shall in no event be liable for fundamental breach of these Conditions.
- (e) The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the Company.

9	<p><b>TERMINATION</b></p> <p>(a) If the Purchaser (being a company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purposes of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of ad or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with its creditors or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) he will be deemed to have repudiated the Contract.</p> <p>(b) In addition to any other rights we may have available to us (whether under these Terms or generally at law), we may terminate the Contract, in full or partially, or any other contract between us, or stop performing our obligations under this and any other contract between us if:</p> <ul style="list-style-type: none"> <li>i) You fail to pay on time any money that you owe to us (under this Contract or any other);</li> <li>ii) You refuse to take delivery or collect any of the Goods as required by the Contract;</li> <li>iii) An Insolvency Event occurs;</li> <li>iv) You breach the Contract in any way;</li> <li>v) You refuse to permit or hinder performance of the Services.</li> <li>vi) We may terminate, in full or partially, or suspend our obligations under the Contract where we experience supply shortages. In such circumstances, the Contract shall be varied so that your obligation to purchase Goods under the Contract shall remain binding to the extent that we are able to meet your Order.</li> <li>vii) If you exceed the credit limit agreed between you and us from time to time on any account you have with us then we may suspend our obligation to supply Goods or Services to you. We shall be entitled to require as a condition of resuming performance under the Contract the payment by you of any or all of the sums that you owe to us under the Contract or any other contract.</li> <li>viii) If we suspend performance of our obligations because of any of the events specified in clause 10.2, then we may require you to make a pre-payment of any charges under the Contract or provide us with some other form of security as a condition of us resuming performance of our obligations. In addition, if any of the events specified in clause 10.2 occurs then you agree that we will have a general lien over all monies and other property of yours that we have in our possession for any sums due to us from you.</li> </ul>	<p>effective, unless it is in writing and signed by and on behalf of both parties.</p>
10	<p><b>INDEMNITY</b></p> <p>The Purchaser shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and/or interest, penalties, legal and other costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of these Conditions; negligent performance or non performance of the obligations under these Conditions by the Purchaser, any actual or alleged infringement of a third party's intellectual property rights brought against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods to the extent that the defect in the goods is attributable to the acts or omissions of the Purchaser.</p>	<p><b>DISPUTES</b></p> <p>(a) Subject as may be provided elsewhere in these Conditions, all disputes, differences or questions arising in relation to these Conditions shall be referred to in the first instance to the accounts department of the Company save in respect of recovery of unpaid sums due to the Company. If the dispute is not resolved at first instance, the parties will attempt to resolve matters in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.</p> <p>(b) The Company reserves all rights in relation to the recovery of unpaid sums due in accordance with these conditions.</p>
11	<p><b>INSOLVENCY</b></p> <p>If the Purchaser fails to make payment for the Goods in accordance with these Conditions or commits any other breach of these Conditions or if any distress or execution shall be levied upon any of the Purchaser's goods or if the Purchaser offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Purchaser or the Purchaser is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Purchaser (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Purchaser's business or assets or if the Purchaser shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. The Company may in its absolute discretion and without prejudice to any other rights which it may have:</p> <ul style="list-style-type: none"> <li>(a) suspend all future deliveries of Goods to the Purchaser and/or terminate the contract without liability upon its part; and/or</li> <li>(b) The Company shall be entitled to a general lien on all goods of the Purchaser in the Company's possession (including goods of the Purchaser which have been paid for) for the unpaid price of all Goods sold to the Purchaser by the Company under these Conditions.</li> </ul>	<p><b>THIRD PARTIES</b></p> <p>No person who is not a party to these Conditions has or shall have any rights under the Contract (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of these Conditions and no consent of any third party shall be required under that Act to any cancellations or variations of these Conditions.</p>
12	<p><b>INTELLECTUAL PROPERTY</b></p> <ul style="list-style-type: none"> <li>(a) The Purchaser acknowledges that all Intellectual Property in the Goods is owned by and will remain the property of the Company unless otherwise agreed between the parties.</li> <li>(b) The Purchaser shall not use the Goods nor allow them to be used for any purpose other than the use of Goods in accordance with these Conditions and any manufacturer's documentation.</li> <li>(c) The Purchaser shall clearly mark the Company's Goods so that they are clearly identified and identifiable as belonging to the Company and the Purchaser shall not deface, obliterate or remove such identifying marks.</li> <li>(d) The Goods shall be marked in accordance with the Company's instruction.</li> <li>(e) All Goods provided by the Company to the Purchaser under hire or rental must in no case include any trademark other than those applied by the Company be marked on or applied in relation to the Goods.</li> <li>(f) No right or licence is granted under this contract of sale to the Purchaser under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use the Goods.</li> <li>(g) If at any time any allegation of infringement of any third party Intellectual Property Rights is made or, in either party's opinion, is likely to be made, the Company may modify and replace such part of the Goods as it considers necessary so as to avoid the infringement.</li> <li>(h) For the avoidance of doubt the SNS name and logo are registered trademarks belonging to the Company.</li> </ul>	<p><b>SEVERABILITY</b></p> <p>In the event that any or any part of these Conditions or the Special Conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.</p>
13	<p><b>VARIATION</b></p> <p>Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.</p>	<p><b>WAIVER</b></p> <p>No waiver or forbearance by either party (whether express or implied) in enforcing any of its rights under these Conditions shall prejudice its right to do so in the future.</p>
14	<p><b>NOTICES</b></p> <ul style="list-style-type: none"> <li>(a) Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by first class post, properly posted and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties at the addresses listed at the start of this Agreement, or to such other address or facsimile number as may from time to time be designated by notice hereunder.</li> <li>(b) Any such notice shall be in the English language and shall be considered to have been received on the third working day following posting or immediately upon sending (in the case of facsimile) or immediately in the case of hand delivery.</li> </ul>	<p><b>SUB-CONTRACTING</b></p> <p>The Company may licence or sub-contract all or any part of its rights and obligations under these Conditions without the Purchaser's consent.</p>
15	<p><b>WHOLE AGREEMENT</b></p> <p>This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with these Conditions and constitutes the entire understanding between the parties hereto. (This provision shall not apply in the case of fraud). Except as otherwise provided herein, no addition, amendment to or modification of these Conditions shall be</p>	<p><b>FORCE MAJEURE</b></p> <p>Neither party will be liable for delay or failure in performing its obligations under these Conditions if the delay or failure results from any event beyond its reasonable control ("force majeure"). Under no circumstances shall any reason for non payment amount to force majeure. Each of the parties agrees to give immediate notice to the other in the event that it becomes aware of an event of force majeure, such notice to contain details of the circumstances giving rise to the event of force majeure. If a default due to an event of force majeure shall continue for more than four weeks then the party not in default shall be entitled to terminate these Conditions, by notice to the other party, taking effect immediately. Neither party shall have any liability to the other in respect of the termination of these Conditions as a result of an event of force majeure.</p>
		<p><b>SUCCESSION</b></p> <p>These Conditions and the Special Conditions will bind and benefit each party's successors and personal representatives.</p>
		<p><b>ASSIGNMENT</b></p> <ul style="list-style-type: none"> <li>(a) The Company may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement provided that the Company gives prior written notice to the Purchaser. The Company may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent provided that it gives prior written notice of such sub-contract or delegation to the Purchaser.</li> <li>(b) The Purchaser may not, without the prior written consent of the Company assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement. The Purchaser may not, without the prior written consent of the Company subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.</li> <li>(c) Each party confirms it is acting on its own behalf and not for the benefit of any other person.</li> </ul>
		<p><b>GOVERNING LAW AND JURISDICTION</b></p> <p>These Conditions and the Special Conditions are subject to the law of England and Wales and the Courts of England and Wales to have exclusive jurisdiction.</p>
		<p><b>DATA PROTECTION</b></p> <p>The Company shall ensure that, at all times, it complies with all the provisions and obligations imposed upon it by the Data Protection Act 1998 and any subordinate legislation from time to time in force. The Company shall put in place appropriate technical and organisation data security measures to protect data against unauthorised loss or destruction or other damage to that personal data.</p>

January 2022



**SNS Building Products Ltd**  
1-3 Arkwright Road  
Reading  
RG20LU

tel: 0118 987 3344  
[www.snsbp.co.uk](http://www.snsbp.co.uk)

Dear Customer,

RE: Payment by BACS

As requested, herewith details for you to include us in the above scheme:

Company to be credited: SNS Building Products Ltd

- Bank Name: Lloyds Bank
- Account Name: SNS Building Products Ltd
- Account No: 41560768
- Bank Sort Code: 30 - 90 - 53

Your attention is drawn to our terms of trading from which you will see that payment must be received by us not later than the last working day of the month following the month of delivery. We must request that our terms are complied with at all times.

Additional company information:

- VAT no: 152 0898 09
- Company registration no: 8317024
- EORI number: GB 15089809000

We hope that you find us easy to do business with and look forward to a long and mutually beneficial trading relationship.

Best wishes for a profitable future,

Yours sincerely,

Michael Brown  
Managing Director  
Bank signatory

SNS Building Products Ltd



# SNS Building Products Ltd

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

Please fill in the whole form including official use box using a ball point pen and send it to:

SNS Building Products Ltd  
 1-3 Arkwright Road  
 Reading  
 RG2 0LU

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society  
 To: The Manager Bank/Building Society  
 Address  
 Postcode

Reference

Service User Number  
 1 8 4 3 1 4

FOR SNS Building Products Ltd OFFICIAL USE ONLY  
 This is not part of the instruction to your Bank or Building Society.  
**Important** – Please complete these details:

Account Holder(s) Name & Address:

Name:

Address:

Postcode:

Email Address:

**Instruction to your bank or building society**

Please pay SNS Building Products Ltd 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 SNS Building Products Ltd 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

DD11

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 SNS Building Products Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request SNS Building Products Ltd 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 SNS Building Products Ltd or 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 SNS Building Products Ltd 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.