

# ACCOUNT APPLICATION FORMS



## BULK FUELS

- Covering South West and South Wales
- 500 to 24,000 litre loads
- Small vehicles for tight access
- Friendly and experienced drivers

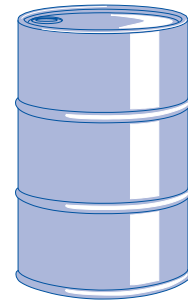


## FUEL CARDS

- Local, regional, national and European
- Safe and secure fuel procurement
- Range of fuel cards for different applications
- Excellent administration.

## LUBRICANTS

- Complete range of packaged and bulk lubricants



## PARKING, TRUCK WASHING, FUELLING EQUIPMENT

- Silvey's support their main business activities with a range of other services – ask your area manager for assistance with any fuel related matter and if they can't help, they'll know someone who can.

**0845 664 4664**  
**www.silvey.co.uk**

Thomas Silvey Ltd, 111-119 Newfoundland Road, Bristol BS2 9LU



# INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT



Please fill in the whole form and send it to: **Thomas Silvey Ltd, 11-119 Newfoundland Road, Bristol BS2 9LU**

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Originator's Identification Number

9	3	0	7	8	5
---	---	---	---	---	---

Thomas Silvey Reference Number (to be allocated)

--	--	--	--	--	--

Instructions to your Bank or Building Society  
 Please pay Thomas Silvey Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct debit Guarantee. I understand that his instruction remain with Thomas Silvey Ltd and, if so, details will be passed electronically to my Bank/Building Society

Name(s) of Account Holder(s)

Signature(s)
Date

Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--

Bank Sort Code

--	--	--	--	--	--

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

This is not part of the instruction to your Bank or Building society and must be detached by Thomas Silvey Ltd before submission to the Paying Bank

Consent To be signed by the customer who is the subject of the enquiry, in accordance with the signing mandate held by the bank.

I/We	
------	--

A/c No.									
---------	--	--	--	--	--	--	--	--	--

Authorise	Bank Building Society
-----------	--------------------------

Sort Code									
-----------	--	--	--	--	--	--	--	--	--

to provide to Thomas Silvey Ltd. a status enquiry on me/us from time to time. I/We understand that this is a blanket authority and that the Bank will respond to each enquiry made on me/us without my/our express authority on each occasion and debit the appropriate fee from my account until such time as cancelled by me/us in writing.

Date		Signed	
------	--	--------	--

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 take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building society.
- If the amounts to be paid or the payment dates change Thomas Silvey Ltd will notify you 5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Thomas Silvey Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time in writing to your Bank or Building Society. Please also send a copy of your letter to us.

# APPLICATION FOR CREDIT ACCOUNT



Name ..... Telephone (office) .....  
 Trading Title ..... (mobile) .....  
 Address ..... Fax .....  
 ..... e-mail .....  
 ..... Year established .....

**Legal Status (please tick one)**    **Ltd Company**     **Sole Trader**     **Partnership**

**Registered No. if Limited Company** ..... **VAT No.** .....

**Contact Details – Name and home address of sole trader, partners, directors**

Sole Trader, Partner 1, Director 1	Partner 2, Director 2	Partner 3, Director 3
Name .....	Name .....	Name .....
Address .....	Address .....	Address .....
.....	.....	.....
Postcode .....	Postcode .....	Postcode .....

**Name and contact tel for purchase ledger**  
 Name ..... Tel ..... e-mail .....

**Bankers Details**  
 Name ..... Name of Account .....  
 Address ..... Account No. ....  
 ..... Sort Code .....  
 Post Code .....

**Business Activity – Please describe what your business does**  
 .....  
 .....

**Credit limit required £** ..... **RDCO No (if applicable):** .....

I confirm that I am authorized to make this application and that having read and understood the Terms and Conditions overleaf I/we agree to be bound by them. I also confirm that all the information supplied to Thomas Silvey Ltd in this form is, to the best of my knowledge, true and correct. I/we carry out my/our business in a true and faithful manner with due regard to my/our responsibilities under Health and Safety, Employment, Data Protection, Environment and all other relevant United Kingdom and E.C laws, Directives and Codes of Practice.

Signed ..... Position ..... Date .....  
 Print Name .....

Office Use Only	Account No.		Sales Area
Credit Limit approved	Terms	Date	Credit Manager's Signature:

# TERMS AND CONDITIONS

Thomas Silvey Ltd. is registered with the Information Commissioner under the Data Protection Act 1998 as Data Controller for all the personal data supplied. By completing and returning this form you are giving your consent for your data to be processed for the administration, management and implementation of our business with you. To this end, data may be shared with credit reference sources to ensure and protect our mutual business dealings. Credit agencies may keep a copy and share the information with other businesses. We may also make enquiries with the credit reference agency about the Principal Directors.

We will monitor and record information about our customers' credit performance and will make these records available to credit reference agencies and other official agencies for credit applications and the prevention of fraud. Credit limits and performance are reviewed periodically and this could result in further checks being made with credit agencies.

Data may also be used for marketing purposes within our own operations.

## BUSINESS & DOMESTIC CUSTOMERS

Some of these terms apply to domestic customers only; some apply to business customers only. Those terms are marked as such. All other terms apply to all customers. You are classified as a business customer if you indicate to us that the goods supplied by us will be used in course of your business. If you are not a business customer you are a domestic customer.

### PRICE-Domestic Customers

The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

### PRICE-Business Customers

Unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery. Rates of tax and duties on the goods will be those applying at the time of delivery. The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

## LATE DELIVERY

All delivery times quoted are estimates only. If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however: you may not cancel if we receive your notice after the goods have been dispatched; and if you cancel the contract, you can have no further claim against us under that contract.

If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).

## SHORT DELIVERY

We may deliver the goods in instalments. Each instalment is treated as a separate contract. All of our delivery vehicles have meters, which are inspected annually by representatives of the Department of Trade (Trading Standards). The meters are sealed units. On metered deliveries, our delivery note will record the meter readings before and after delivery to verify the volume delivered.

If our delivery note indicates that we have delivered less than the quantity ordered we will (at your option) either: charge you only for the quantity delivered; or deliver the balance to you as soon as we are able to (however we are not obliged to do this if the shortfall is less than 500ltrs).

If our delivery note indicates that we have delivered more than the quantity ordered we will either: charge you for the full quantity delivered; or should the excess be more than 500 litres, and fit for resale, we will remove it as soon as we are able to (if you wish us to do so and it is practicable to do so).

If you believe that our metered delivery note does not accurately record the quantity delivered, we will arrange for our delivery vehicle's meter to be checked, but first you must demonstrate, to our reasonable satisfaction, that the discrepancy has not arisen, after delivery, from misappropriation or leaks. We will bear the cost of checking the meter if, on checking, it is found to be inaccurate and that inaccuracy is the cause of the alleged short delivery. Otherwise you will have to bear that cost (and we may require a full deposit against that cost before the meter is checked).

## DELIVERY & SAFETY

We may decline to deliver if: we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or the premises (or the access to them) are unsuitable for our vehicle. You are responsible for ensuring that: you inform us clearly-when placing the order-of any special delivery instructions or hazards (and confirm those in writing); the drive or access road (including man-hole covers and lids) over which our vehicle must pass will accept a heavy goods vehicle; your tank is sound and operational and will (on delivery) hold the volume of goods ordered; your tank is clearly marked (if it is located near others) as yours and with the grade of fuel it contains; your tank has a working contents gauge (visible to our driver); there is a reasonable and safe access to your tank; any gates or barriers will allow access and exit to our vehicle without damage; your tank and equipment (sight gauges and valves in particular) are set to your requirements after delivery.

You are responsible for the correct dipping, checking and testing of your tanks. If you fail to comply with the requirements set out (or any specific written advice we may give) and any loss, damage or injury occurs, we (and our insurers) may consider you as responsible in whole or part.

## PAYMENT TERMS

Payment shall be made on cash on delivery basis unless you have an approved credit account.

**Business Customers:** If you have an approved business credit account, payment is due on the agreed settlement date (which will be advised in writing).

If you fail to pay us in full on the due date: we may suspend or cancel future deliveries; we may cancel any discount offered to you; we may charge interest at 5% above the fluctuating base lending rate of Lloyds TSB Bank Plc: calculated (on a daily basis) on the time from when the money was due until it was paid; compounded on the first day of each calendar month; and before and after any judgement.

If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without giving our reasons.

You do not have the right to set off any money you may claim from us against anything you may owe us.

While you owe money to us we have a lien on any of your property in our possession.

## TITLE-Domestic Customer

If you are a domestic customer, s18 Sale of Goods Act 1979 applies.

## TITLE-Business Customers

Until all outstanding debts are settled: all goods supplied by us remain our property; you may use those goods and sell them in the ordinary course of your business, but not if: we revoke that right (by informing you in writing); or you become insolvent.

If your right to use and sell the goods ends you must allow us to remove the goods. We have your permission to enter any premises where the goods may be stored: at any time, to inspect them; and after your right to use and sell them has ended, to remove them, using force if necessary.

Irrespective of our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date. If goods belonging to us become mixed with other goods: we are to be treated as owning a proportionate part of the mixture; and when part of the mixture is removed: goods added to the mixture before ours will be treated as removed before ours; and goods added to the mixture after ours will be treated as removed after ours.

You are not our agent. You have no authority to make any contract on our behalf or in our name.

## RISK

The goods are at your risk from the time of delivery. Delivery takes place at the outlet end of the delivery hose.

## WARRANTIES

We warrant that the goods comply with their description on our acknowledgement of order form and are free from material defect at the time of delivery.

If you are a business customer, we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

If you are a domestic customer you have your statutory rights (under ss13-15 Sale of Goods Act 1979).

If you believe that we have delivered defective goods, you must: inform us (in writing), with full details, as soon as possible; and allow us to investigate (access to your premises and samples of product may be required).

If the goods are found to be defective (following our investigations) and you have complied with our conditions in full, we will replace the goods or refund the price.

We are not liable for loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.

Our total liability to you (even if arising from two or more claims) will not exceed £1,000,000.

Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

## RETURN OF GOODS

We will accept the return of goods from you only: by prior arrangements (confirmed in writing); on payment of an agreed handling charge (unless the goods were defective when delivered); and where the goods are as fit for sale on their return as they were on delivery.

## WAIVER & VARIATIONS

Any waiver or variation of these terms is binding in honour only unless: made (or recorded) in writing; signed on behalf of each party; and expressly stating an intention to vary these terms. All orders that you place with us will be on these terms (or any that we may issue to replace them).

By replacing an order with us you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

## FORCE MAJEURE-Business Customers only

We may cancel or suspend any of our obligations to you, without liability, if we are unable to perform them (or able to perform them only at unreasonable cost) as a result of circumstances beyond our control. Examples of those circumstances include act of god, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

## GENERAL

English law is applicable to any contract made under these terms. The English courts have non-exclusive jurisdiction. If you are more than one person, each of you has joint and several obligations under these terms.

If any of these terms are unenforceable as drafted: it will not affect the enforceability of any other of these terms; and if it would be enforceable if amended, it will be treated as so amended.

**Business Customers:** we may treat you as insolvent if: you are unable to pay your debts as they fall due; or you (or any of your property) becomes the subject of: any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements or bankruptcy); or any application or proposal for any formal insolvency procedure.