

# Tudor Roof Tile Co. Limited

DENGEMARSH ROAD, LYDD, KENT, TN29 9JH

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## APPLICATION FOR CREDIT ACCOUNT

Company Name in Full: .....

Address: .....

Co. registration No: ..... Years trading: .....

Status: Limited, Partnership, Sole Trader etc?: .....

Contact Name: ..... Job Title: .....

Tel: ..... email: .....

Bank Name: ..... Bank Address: .....

.....

Sort Code: ..... Account Number: .....

Credit Amount Required: ..£.....

Trade Reference 1: name ..... address: .....

..... tel: .....

Trade Reference 2: name ..... address: .....

..... tel: .....

The following should be signed by two Directors / Partners or the sole proprietor

I/We have read the Tudor Roof Tile terms of sale and credit overleaf/enclosed and agree that they shall apply to all contracts between us. I/We understand that all application are subject to receiving satisfactory references, and /or a satisfactory rating from a UK credit report agency. Tudor Roof Tile's decision in this matter is final

Signed: ..... print: ..... Date: .....

Signed: ..... print: ..... Date: .....

# Tudor Roof Tile Co. Limited

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## Credit Account & Payment Terms

1. A credit account may be opened for a Customer at the discretion Tudor Roof Tile Co. Limited (“Tudor”) and is subject to receiving satisfactory trade and bank references, and /or a satisfactory rating from a UK credit report agency. The amount of credit will generally be in line with any limit advised by the credit report agency.
2. All credit accounts are strictly nett and payable at the end of the month following the one in which invoices are dated (thereby providing a minimum of 30 and a maximum of 60 days’ credit). This clause is subject to, and may be amended by, specific credit terms agreed in writing between the Customer and Tudor before goods are ordered.
3. Tudor will be entitled to invoice the Customer for the price of the goods immediately prior to delivery of the goods, or as soon as Tudor has notified the customer that the goods are ready for collection by the Customer. Customers who do not have a credit account will be required to make payment of the full amount invoiced prior to delivery or collection of the goods.
4. No goods will be supplied without an official written order from the Customer.
5. Tudor may charge interest on overdue accounts at the rate of 2% per month or part month from the date on which the account falls due for payment until the date payment in full is received in Tudor’s bank account. The Customer shall be responsible on a full indemnity basis for all costs and fees incurred by Tudor in enforcing payment of any overdue account. In addition Tudor will be entitled to claim compensation accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 if not paid in accordance with the applicable credit terms.
6. Tudor reserves the right to suspend performance of any of its obligations under any contract while any part of a Customer’s account remains overdue for payment.
7. Subject to a written agreement otherwise between the Customer and Tudor the supply of bespoke goods will require a deposit to be paid prior to goods being manufactured. This deposit will be not less than 20% of the net order total.

## Terms and Conditions of Sale

### 1. PRICES:

Tudor Roof Tile Co Ltd reserve the right to increase or decrease the prices shown without notice. Prices are firm only where stated in writing together with the period of their validity.

We reserve the right to amend or withdraw any quotations where the cost of manufacture or the availability of supplies or means of production are adversely affected.

2. DELAYS:

We do not accept responsibility for delays from any cause outside our control which directly or indirectly disrupt manufacture or delivery.

The customer shall not use such delays as ground to claim damages or compensation.

3. DELIVERY:

Unless pre-arranged and agreed otherwise, the customer shall provide sufficient labour to unload the vehicle on arrival at the place of delivery and shall complete the unloading within a reasonable time as failure to do so may give rise to additional charges to cover standing time or return delivery. The unloading and stacking of the materials shall be the responsibility of the customer. Delivery within or around a site can only be made so far as the vehicle may safely or conveniently be driven under its own power and the company and any haulage contractor shall be indemnified against damage or loss sustained in the process of delivery. Any complaints as to the quality or quantity of material delivered or collected must be made to us in writing within 7 days.

4. COLLECTION:

Where the customer provides his own transport and collects from our yard, we cannot be responsible for the shortage, breakage or damage of any kind after the materials leave our yard.

5. ACCEPTANCE:

Commencement of unloading of our vehicle at the place of delivery shall be deemed acceptance of the material and an employee or agent of the customer shall sign the delivery note as a receipt for the goods.

6. SURPLUS:

Where the quantities of materials ordered are in excess of those used, whether estimated by us or not, we will not accept such surplus material for refund, credit or exchange.

7. SHORTAGES:

Claims for shortages will not be entertained after a valid receipt has been received by the company.

8. QUALITY:

Whereas we endeavour to manufacture a consistent product, we cannot give any guarantee as to size, colour or quality of the material outside the requirements of the relevant British Standard Specification.

9. TITLE:

Title in materials supplied shall, notwithstanding delivery to the purchaser, be reserved to the Company and shall not pass to the purchaser until the full invoice price has been paid.

#### 10. PAYMENT TERMS:

The prices quoted are exclusive of Value Added Tax and Delivery, and are strictly nett monthly to approved accounts. Otherwise cash must be received with order. We reserve the right to suspend or cancel any contract or order without notice in case of non-payment of our account when due.

#### 11. CONSEQUENTIAL LOSS:

Our inability in respect of defective goods (including failure to comply with the specifications) is limited to free replacement and delivery of the material judged by us to be deficient.

#### 12. CONFLICTING TERMS:

Any other terms or conditions which the customer may seek to introduce (whether before or after the date of the relevant quotation) shall be of no effect unless agreed to in writing by the Company, and an order or any acceptance by you of a delivery of goods to which the quotation refers shall be deemed to be an acceptance of these Terms and Conditions of Sale and Delivery.

#### 13. SAMPLES:

Samples are submitted as indicated only the class or type of material quoted for, and no guarantee is given as to the size, colour quality of the bulk other than they will comply with the appropriate British Standard Specification where applicable.

Paul Lythgoe  
Managing Director