



**Commercial & Agricultural Fuel Supply
- Credit Account Application (1 of 2)**

Domestic Heating Oil • Agricultural Fuels • Commercial Fuels • Lubricants & Fuel Additives • Tank Monitors

Commercial & Agricultural Fuel Supply - Credit Account Application (1 of 2)

Business Details

Business Name: _____

Address: _____

Postcode: _____ Is this the delivery address?
Yes No *If this is not the delivery address, please detail alternative sites overleaf.*

Contact: _____ Position: _____ Tel: _____

Mobile: _____ Email: _____

Non Limited Limited

Nature of Business: _____

**For non-limited applications, please submit accounts in order for us to process your application.*

No. Years Trading: _____

Director's Names (Limited Companies only)

MD: _____ VAT Reg No.: _____

FD: _____ Co. Reg No.: _____

Co. Secretary: _____

Principals' Names and Addresses: (Sole Traders or Partnerships only)

1: _____ (Tenant/Owner) 2: _____ (Tenant/Owner)

Address: _____ Address: _____

Postcode: _____ DOB: _____ Postcode: _____ DOB: _____

Usage Requirements

Monthly Credit Required: £ _____ ** ***Credit & terms required are subject to status & will be confirmed in writing prior to delivery.*
Terms Required: _____ ** *Standard terms 21 days rolling by direct debit.*
Quantity of fuel taken per delivery (litres): ULSD: _____ Gas Oil: _____ Kerosene: _____

Invoicing:

Email (PDF) Email address for invoicing: _____

Terms & Conditions of Sale Accepted. To be signed by director, proprietor or partner:

Signature: _____ Print: _____ Date: _____

Marketing

In order to comply with GDPR from time to time we may wish to contact you with market opportunities, special offers, new products and Services. Are you happy for us to contact you by

Phone Email Post Text

*If you require further information on how we manage data please look at the privacy policy on our website

Instruction to your Bank or Building Society to pay Direct Debits.



Business Name: _____

Contact Number: _____ Postcode: _____ *Organisation Identification Number*
727265

Name and full postal address of your Bank or Building Society:

To: The Manager: _____ Bank/Building Society

Address: _____
_____ Postcode: _____

Name(s) of account holder(s): _____

Branch sort code: _____ - _____ - _____ Account Number: _____

Reference Number (Office Use Only): _____

Instruction to your Bank or Building Society:

Please pay BWOC Ltd Direct Debit from the account detailed on this Instruction subject to the safeguards assured by The Direct Debit Guarantee.

Signature: _____ Print: _____ Date: _____

Signature: _____ Print: _____ Date: _____

*Please see the terms and conditions for the Direct Debit Guarantee.

These Terms and Conditions shall apply to the supply of any fuel by BWOC Limited pursuant to the application for credit or delivery note overleaf. Acceptance of any delivery will be deemed to be acceptance of these terms and conditions.

Definitions: In these Conditions the following definitions shall apply:

- "the Company" B.W.O.C Ltd whose office is at B.W Estates, Oldmixon, Crescent, Weston-Super-Mare, North Somerset BS24 9BA.
- "this Agreement" The contract constituted by a Commercial and Industrial Credit Application Form duly completed and signed by the Customer incorporating these Terms and Conditions together with written acceptance by The Company setting out the Customer's credit limit.
- "the Customer" The Party completing an Application Form whose application has been accepted.
- "the Products" Means any or all of the grades of fuel oil products offered for supply to the Customer by the Company from time to time.
- "Specification" Means the specifications for the Products as amended from time to time by the Seller which shall be at no time less than the minimum standards as described in the prevailing British Standards specification.

1. Supplies in the United Kingdom

The Company shall supply and the Customer shall purchase the Products according to this Agreement. The Company shall subsequently invoice the Customer for all supplies in the United Kingdom made pursuant to this Agreement. The price of the products charged to the Customer shall be the price quoted on a daily basis by The Company and available on request from the Company at the above address. The price shall be the price which pertains on the date of delivery irrespective of the date of the placement of any order or the payment for any order.

2. Payment Terms

Payment terms are cash on delivery unless otherwise agreed in writing between the Company and the Customer. As such the Company can request payment for each delivery in cash at the time of such delivery and shall be under no obligation to make any supply where payment cannot be made immediately. The Company reserves the right to amend payment terms and require cash on delivery where it has concerns about the trading status of the Customer. In the event that cash is not requested on delivery and no other payment terms have been agreed in writing between the Company and the Customer shall make payment by direct debit no later than the twenty-first day following the day on which a delivery is made. In the event that the last day for payment falls on a Sunday payment must be made by the Monday following, in the event that the last day for payment is a Saturday payment must

be made by the preceding Friday. Direct debit payments will automatically be made in accordance with this condition. In addition, if any accounts are overdue the Company shall be entitled without notice to cancel, terminate or suspend the Agreement. If a request for a payment via any payment method is returned unpaid the Company reserves the right to charge the Customer an administration fee of £25 to be added to the Customer's outstanding liability to the Company for each and every occasion when a payment is returned unpaid.

3. Interest

The Company will charge interest on any overdue accounts from the 16th day of the month following delivery at the rate of 3 % per annum above the prevailing rate of Lloyds Bank plc. The Company shall further impose such payments as permitted under the Late Payment of Commercial Debts (Interest) Act 1998 as amended in relation to overdue accounts.

4. Legal Costs

In the event that the Company incurs legal costs or fees as a result of late payment the Company shall be entitled to reclaim those fees from the Customer on an indemnity basis.

5. Credit Limit

The Customer should not exceed its credit limit. Its credit limit will be such amount as may be notified to the Customer from time to time.

6. Quantity and Delivery

The Company's measurement of quantity shall be accepted by the Buyer who may check the tank dips/meter reading before and after delivery.

- a) Where delivery is taken at the Customer's premises the Customer shall provide safe access for the delivery vehicle between the public highway and the actual delivery point.
- b) It is the Customer's responsibility to ensure that there is sufficient spare capacity in the storage tank to accept the quantity ordered.
- c) The Company shall not accept responsibility for the dipping, checking and testing of the Customer's tank(s).
- d) The Customer shall be responsible for ensuring that fuel supplied is delivered into the correct feed in the Customer's tank(s).

The Company accepts no liability for any damage howsoever caused resulting from the Customer's failure to carry out their responsibilities under clauses 6a) to Gd).

7. Title

The Company shall remain the owner of all product supplied until such time as full payment of all sums owing to the Company have been paid.

8. Liabilities

The Company shall ensure that the Products conform to the relevant Specifications at the time of supply to the Customer

Neither Party shall be liable to the other for any loss of profit or anticipated profit, loss of revenue, loss of time, costs of overheads thrown away, loss of production or any other business interruption, loss related to loss of use of Products or loss of use of other property damaged by the Products, physical loss or damage (in whole or in part) of or to any storage installation, equipment, road vehicles, or other property or for loss of contracts, to the extent that any of the foregoing are consequential, indirect or special losses or damages, nor for any other consequential, indirect or special losses or damages, in each case whatsoever or howsoever caused, including without limitation by reason of misrepresentation (whether made prior to or in this Agreement) negligence, other tort, breach of contract or breach of statutory duty.

Except as set out herein, the entire liability of the Company under this Agreement including but not limited to any liabilities arising out of all damage to property, loss of Product, losses, expenses, third party claims, damages, costs (including the costs of defending a claim) due to any act(s) or omission(s) by the Company, its directors, employees, contractors, agents and/or sub-contractors whether arising in contract, tort, (including negligence) breach of statutory duty or under any law whatsoever shall be limited to a maximum of one million pounds sterling (£1,000,000) in aggregate in relation to all such events and series of events that may occur during the term of this Agreement.

Notwithstanding any over provision of this Agreement, nothing in this Agreement shall limit or exclude either Party's liability for fraud or for death or personal injury caused by such Parties negligence, to the extent otherwise not permitted by law.

9. Health & Safety

A Health, Safety and Environmental Data sheet giving advice on safe handling together with possible health hazards associated with the use or misuse of the Company's products is available. Please ask the Company's office for a copy of the data sheet applicable to the product purchased.

10. General

- a) This Agreement is personal to the Customer and shall not be assignable in whole or by part by the Customer without the written consent of The Company which may transfer all or any of its rights, benefits and obligations under this Agreement to any person at any time. Following any transfer, references to The Company will be read as references to the transferee to the extent of the transfer.
- b) The Company reserve the right at all times to vary any of the terms of this Agreement and such variation shall take effect 30 days after written notice of such variation is served on the Customers by The Company provided always that upon receipt of such variation the Customer shall be entitled to serve 30 days written notice to terminate within the 30 day period such notice to have the effect of postponing any change as regards the Customer until the date of termination.
- c) This Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of English Courts.
- d) The Company shall not be liable for any loss the Customer may suffer if it is prevented from or delayed in providing any service (including production of statements) due to strikes, industrial action, failure of power supplies or equipment or causes beyond its control or that of its suppliers, agents or contractors.
- e) The Company may at its discretion obtain information from third parties to ascertain the Customer's credit status.

This Guarantee should be 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 BWOC Ltd will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request BWOC 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 BWOC 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 BWOC 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 BWOC Ltd.