



PLEASE RETURN THIS FORM TO YOUR LOCAL ROLAWN DEPOT OR POST TO ROLAWN LIMITED, ELVINGTON, YORK YO41 4XR

APPLICATION FOR CREDIT ACCOUNT (WHEN COMPLETING PLEASE USE CAPITAL LETTERS)

Depot: _____ USER CATEGORY: _____
DETAILS TO BE COMPLETED BY THE APPLICANT: (eg: Landscaper, Garden Centre, Golf Course etc)
Full name of business: _____ Date: _____
Address: _____ Tel: _____
Postcode: _____ Fax: _____
Contact Name: _____ Mobile: _____
Company Registered No: _____ (if applicable)
Likely level of purchases/month £ _____

If the above business is conducted by either a Sole Trader or a Partnership please show names and home address of all relevant parties below

Name: _____ Name: _____ Name: _____
Address: _____ Address: _____ Address: _____
Tel: _____ Tel: _____ Tel: _____

DETAILS OF THREE TRADE REFERENCES

Name: _____ Name: _____ Name: _____
Address: _____ Address: _____ Address: _____
Tel: _____ Tel: _____ Tel: _____
Fax: _____ Fax: _____ Fax: _____

ORIGINAL APPLICATION FORM MUST BE SIGNED AND RETURNED ACCOMPANIED BY A SAMPLE OF LETTER HEADED NOTEPAPER

Should my application for credit account facilities be accepted, I agree to abide by the General Conditions of Sale and Supply of Rolawn Limited shown on page two. Customer Signature: _____

BANK DETAILS & CONSENT TO BE SENT BY US TO YOUR BANK

Bank name: _____ Bank Sort Code: _____
Branch address: _____

Account Name: _____ Account No: _____

I/WE HEREBY CONSENT TO YOU PROVIDING A REFERENCE ON ME/US TO ROLAWN LIMITED AS REQUIRED
Signed: _____ Date: _____

Rolawn Limited

General Conditions of Sale & Supply

1. **GENERAL** Each member of the Rolawn Group of Companies only sells or supplies turf or other goods or services on these conditions, which in case of conflict shall override any terms or conditions imposed by you. A contract ("the Contract") will only come into being upon acceptance by us of your order. The word "turf" is herein after used for the sake of brevity but it is deemed to include (where applicable) other goods or services. It should be borne in mind that turf is a growing and therefore a changing product.
2. **QUOTATIONS** Quotations and estimates are given without commitment. All orders are subject to availability. Quotations are subject to alteration and/or withdrawal by us provided that notification of the alteration and/or withdrawal will be given to you.
3. **DELIVERY AND ACCEPTANCE**
 - 3.1 For UK sales, all prices quoted are valid for 60 days from date of quotation and are for collection from our premises unless otherwise agreed in writing. For international sales, our prices are normally quoted FOB UK port. You will be responsible for any further packaging, carriage and insurance charges. If turf is supplied on pallets/tubes we will load these on to your vehicle but otherwise loading is your responsibility. Deposits are charged on all pallets/tubes supplied, such deposits being refunded upon your return of same in good condition to our premises.
 - 3.2 If we arrange delivery you will be responsible for unloading and must provide safe access to the point of unloading.
 - 3.3 Title to turf supplied by us remains vested in us until the purchase price for such turf and all other monies owing by you to us are paid in full.
 - 3.4 Until title to the turf passes to you, you must keep such turf insured to its full value and hold the same in all respects as bailee for us. We shall be entitled at any time to inspect and/or repossess our turf and you will allow and procure for us any necessary access and facilities therefore.
 - 3.5 Where the property in the turf, the subject of the Contract has not passed, we may nevertheless maintain an action against you for the purchase price and all other monies owing by you in relation to such turf notwithstanding Section 49 of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994).
 - 3.6 The risk of any loss, deterioration or damage (including unintended blown or animal/bird carried seeding of species not specified by us) shall be borne by you from the moment of appropriation of the turf to the Contract.
 - 3.7 In cases where we make a contract of carriage or arrange for insurance of turf in transit we shall be deemed to be acting as your agent and sub-sections 1 and 3 of Section 32 of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) shall not apply.
 - 3.8 All turf must be inspected by you on delivery to your premises or to your order and any alleged shortage or defect which should be apparent on inspection must be reported to us in writing within 48 hours. Defects not apparent on inspection must be notified in writing to us within 3 days of the turf being laid.
 - 3.9 At the time of sale or delivery you shall satisfy yourself that the turf complies in all respects with the Contract and shall inspect it for apparent shortage, defects, damage, grass species ratios and unspecified grass species. You shall thereupon sign our acceptance or delivery note and endorse thereon a note of any specification, deficiency, shortage, defects or damage found. Such note duly signed shall be conclusive evidence against you that the turf is correct, complies with the specification and the Contract and is free from apparent defects and damage except as so endorsed. If you refuse or neglect to sign such a note, it shall be deemed to have been signed without endorsement. The signature of any driver, distributor or end user of the turf shall be deemed to have been given as your agent.
 - 3.10 Subject to the above and to our consigning correct turf for delivery, we shall have no liability arising out of non delivery, shortage in delivery, deterioration or damage in transit which are due to circumstances beyond our reasonable control.
 - 3.11 Any advice or assistance given by us in relation to the laying and care of turf whether given in writing or otherwise is given as a gesture of goodwill only and we shall not be liable to you for any such advice or assistance and to the extent we become liable to you or any third party you agree to indemnify us for any losses, costs, damages etc. we may suffer as a result thereof.
4. **PAYMENT**
 - 4.1 Unless we agree otherwise in writing our terms of payment are cash on collection/delivery (as the case may be).
 - 4.2 We reserve the right at any time to charge interest on a day to day basis (at an annual rate of 4% over the sterling base rate from time to time of Lloyds Bank PLC) from the due date on late payments and as well after as before any judgement.
5. **DELAYS/ABORTIVE DELIVERY**
 - 5.1 Whilst we will use our reasonable endeavours to meet your delivery dates (if any) set out in the acceptance of order we will not be liable for any delay in delivery beyond our reasonable control and in particular (but without prejudice to the generality of the foregoing) we will not be liable for loss of use, loss of profit or any other consequential loss or damage caused by any such delay in delivery.
 - 5.2 We shall be entitled to charge for abortive delivery costs, storage and associated costs should you be unavailable for or refuse or defer delivery.
6. **WARRANTY**
 - 6.1 The turf supplied by us shall be the grade set out on the delivery advice note. It is your responsibility to satisfy yourself that such grade is suitable for your requirement and except as stated above, all conditions or warranties express, implied, statutory or otherwise relating to the quality, condition, suitability, performance or description of the turf are excluded.
 - 6.2 If you have any complaint relating to the quality of the turf you must allow us or give our appointed representative the opportunity to inspect the turf within 3 days of delivery. We accept no liability for any loss or damage which may occur if the turf is not laid within 24 hours of delivery (winter) or 12 hours (summer).
 - 6.3 If any such complaint is accepted by us our sole liability shall be either to deliver replacement turf to your premises or refund or give credit for the invoice price. In no circumstances shall we be liable for any loss of profit or other consequential loss or damage arising from any defect in the turf.
7. **VALUE ADDED TAX** Prices quoted by us do not include any VAT or other taxes or levies of a similar nature and you will in addition to the prices quoted pay VAT or any other such taxes or levies at the rate prevailing at the relevant time.
8. **SPECIFICATIONS**
 - 8.1 Except where we specifically otherwise agree in writing, the selection and choice of our turf and the assessment of our turf's suitability and fitness for your purpose is your sole responsibility.
 - 8.2 Any turf specifications, formulations, data, literature and statements as to seed content, seed weight, seed ratios, grass ratios, seed and grass species, suitability, performance or otherwise, issued, and descriptions and samples given by us in connection with our turf are offered in good faith but are intended to be approximate only and shall be deemed not to constitute representations nor shall they become warranties or conditions of the Contract.
 - 8.3 Turf is supplied on condition that you undertake at all times to take and comply with (and to draw to third parties attention and require them to take and comply with) all instructions and recommendations issued with or contained on or relating to the storage, laying and use of the turf and all reasonable and prudent precautions, as to laying, care and otherwise.
 - 8.4 Pursuant to our policy of continuous improvements, we reserve the right without notice and without affecting the validity of the Contract, to make such changes in materials, seed species, seed ratios (by weight, quantity and/or volume), dimensions and specifications as we think reasonable or desirable in all circumstances.
 - 8.5 The copyright in our specifications, data sheet, packaging and literature shall remain our property and no licence thereunder (except as to the use for which our turf is supplied) shall be implied.
 - 8.6 Sections 13 to 15 (inclusive) Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) shall apply but (subject to 11 below) subject to the foregoing and subject to any stipulations specifically made by us prior to the Contract.
 - 8.7 You shall not at any time alter or deface our name or any of our trademarks or juxtapose with them any other mark likely to cause confusion.
9. **INSTALMENTS** If it is agreed that the turf is to be collected or delivered in instalments each instalment shall be deemed to be a separate contract and no failure of or delay in delivery of one instalment nor any defect in the contents thereof shall entitle you to treat the Contract as repudiated with regard to any remaining instalments or shall entitle you to defer payment for any such remaining instalments. If as any time payment is outstanding for turf already delivered so you under such instalments, we reserve the right to suspend delivery under further instalments until payment has been received in full.
10. **OUTSIDE WORK** If we should undertake work or provide labour (which we may subcontract) at your premises or elsewhere (not in our exclusive occupation) you shall indemnify us against all liability (including without limitation in respect of employee or other third party claims) arising directly or indirectly from defects in or unsuitability of the works or site or of apparatus or plant (other than that provided by us) or from negligence or breach of statutory duty on your part or that of your employees or any other third party (other than our own employees) and howsoever arising.
11. **SUSPENSION AND TERMINATION**
 - 11.1 If:
 - 11.1.1 you exceed any credit limit; or
 - 11.1.2 you are in breach of the Contract or any other contract with us; or
 - 11.1.3 any event conferring a right of termination under 11.2 below shall have occurred; then in any such case we shall be entitled (without prejudice to our other rights hereunder) to suspend further performance of the Contract for such reasonable time as we shall deem fit and for this purpose to stop any turf in transit to you or in the course of laying.
 - 11.2 We may suspend or cancel the whole or any part of the Contract if by reason of circumstances beyond our control (including, but without limiting the foregoing, strike, lock-out, labour dispute, damage to or loss or failure of machinery, insufficient supply of electricity, gas, oil or water, fire, mobilisation, war, blockade, act of God, adverse weather, disease and shortage of carriage or shipping facilities) either we are prevented or hindered from performing our obligations or performance of those obligations is to a substantial degree rendered difficult. If we exercise our right of suspension, you may within 7 days cancel any remaining part of the Contract conditionally on your paying expenses incurred to date and our fair charges. We shall have no liability for any such suspension; and on any such cancellation, whether by us or by you, our liability (if any) is limited to repayment of any part of the price received less our fair charges and any expenses already incurred by us.
 - 11.3 If either party is unable to perform any of its obligations by reason of circumstances beyond its control, including but not limited to government action or *fire*, road, rail or air accident, strikes or other disputes then the time for performance of such obligations shall be extended until the circumstances causing such inability are removed, provided the other party is promptly notified in writing of such circumstances. If such inability continues for a period of two months or more, either party may terminate the contract by giving written notice to the other party.
12. **TERMINATION** We may by notice to you terminate our supply or service obligations if you are in breach of this Contract or any contract with us (such breach if remediable, not having been remedied with 7 days of notice from us) or any judgement against you is unsatisfied for 14 days or (being an individual) you die or commit any act of bankruptcy or (being a corporation) you enter into liquidation or receivership or administrative receivership, or you become unable to pay your debts within the meaning of Section 123 Insolvency Act 1986 or any event analogous to any of the foregoing shall happen in any other jurisdiction and any such termination shall be without prejudice to your obligations and our rights under the contract.
13. **ASSIGNMENT** You may not assign the Contract or any rights thereunder without our prior written consent
14. **INTERPRETATION**
 - 14.1 These conditions shall be interpreted without reference to their headings.
 - 14.2 The contract is deemed to be made at Elvington and shall be governed by English law, and you shall submit to the non-exclusive jurisdiction of the English courts.
 - 14.3 Any provision of these conditions held by a court of law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions.
 - 14.4 The provisions of these conditions shall remain in full force and effect notwithstanding that the parties' obligations under the contract may have been performed or discharged.
 - 14.5 The waiver of any breach of any of these conditions or the non-enforcement of any of these conditions shall not prevent the subsequent enforcement of that condition or the exercise of any right arising from that breach and shall not be deemed a waiver of any subsequent breach.