



DBS

Air Conditioning \ Refrigeration \ Heating \ Electrical and Controls

ACCOUNT APPLICATION FORM 2017

Company Name:	Legal Entity : Ltd / Partnership / Sole Trader / LLP
Invoice Address :	Registered Office (If same as Invoice address leave blank).
Post Code:	Post Code:
Telephone Number:	Accounts Contact:
Contact Name:	E-Mail:
VAT No:	Accounts E-mail :
Established (No. of years).	Company Registration No :

Director 1 / Partner 1

Director 2 / Partner 2

Bank Reference

Trade Reference 1

Trade Reference 2

Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	
Telephone:	Telephone:	Telephone:
Duration of relationship. Years.	A/C Open since:	A/C Open since:
	Credit Limit:	Credit Limit:



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8 Colne Way Court, Colne Way, Watford, Herts, WD24 7NE. Tel: 01923 246381 Fax: 01923 246382 E:mail : info@dbsservices.co.uk

Company Registration : No. 3806201 VAT No. 743 5371 32



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Agreement to the Company's Terms and Conditions.

1. I have read and understood the Company's Terms and Conditions for the supply of Goods and Services and agree to abide by them.
 2. I am aware that the Company must be notified of any discrepancies or queries as follows:
 - Invoice queries –within 7 days.
 - Faulty products /Services – please refer to Terms and Conditions.
 3. We can confirm acceptance of terms of 30 days from end of month of invoice date.
 4. We give our consent for a credit search being made on us as Directors of this organisation.
 5. We the undersigned as officers of the applicant business hereby personally guarantee payment of all monies due for goods and services supplied by the company and in accordance with the company's Terms and Conditions of Sale, a copy which we have read and understood.
- To be signed by the Directors/partners of the company/organisation and authorised to agree such matters on its behalf.

Signatory 1. Date:	Print Name: Position :
Signatory 2. Date:	Print Name: Position :

This confirms acceptance to our T's & C's below



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TERMS OF BUSINESS

1. Definitions

“The Contractor” The Contractor is DBS Services Limited whose registered office is at 8 Colne Court Way Watford WD24 or such other company or individual to whom the obligations on the part of the Contractor shall be assigned.

“The Customer” The Customer is named in the Work Order

“Work Order” shall mean the specification of the Services Goods and Machinery set out overleaf

“Goods” shall mean the goods to be supplied as set out in the Work Order

“Services” shall mean the services to be provided as set out in the Work Order

“Machinery” shall mean any piece of equipment specified in the Work Order

2. Cancellation

Any cancellation of the Work Order must be notified to the Company in writing. In the event that a Work Order is cancelled the Customer agrees to indemnify the Company for and reimburse the Company on demand for any losses incurred as a result of the cancellation and in respect of costs incurred by the Company in the ordering and purchasing of Goods Services or Machinery up to and including the date of receipt of the Notice of Cancellation.

3. Price

The Company reserves the right by written notice given to the Customer to vary the price of goods if after the order date there is any increase in the price of the goods or machinery.

4. Retention of Title and Repossession

No property in or title to the Goods or the Machinery shall pass to the Customer until the price therefore has been duly paid in full to the Company. Failure to pay any outstanding amount in respect of the Works Order shall, without prejudice to any other remedies the Company may have, entitle the Company to repossess any of the Goods or the Machinery or so much thereof as the Company may determine is appropriate from any premises where they may be or to which they may be attached. For the purpose of repossessing the same or any part thereof the Customer shall pay on demand to the Company the cost of removal and transport of the Goods or the Machinery or any part thereof, and hereby unconditionally authorises the Company to enter any premises of the Customer during office hours for the purpose of repossessing the same pursuant to this provision and undertakes to hold the Company harmless against any action initiated or threatened by any party against the Company or any employee or representative of the Company as a result of such repossession.



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5. Payment Terms

- (a) Except as otherwise specified in the Work Order all sums set out in the Work Order shall be due for payment in full within 30 days of the date of invoice.
- (b) In the event that payment is not made within 30 days the Contractor reserves the right to charge interest at the rate of 5% above Barclays Bank Base Rate on the outstanding sum from the due date until payment is made

6. Health and Safety

The Contractor will obey all proper and reasonable safety rules and instructions which are in force at the Customers premises when the Services under this agreement are being provided. Where no such rules or instructions apply any guidelines issued under the Health and Safety at Work Act will be adhered to.

7. Replacement of Faulty Materials

In the event that any part or materials supplied by the Contractor shall be faulty the Contractor will on request made within 3 months after the date of installation replace the faulty part or materials without charge

8. Limitation of Liability

- 8.1 The Contractor shall endeavour to perform the Services at each visit with reasonable care and skill and within a reasonable time and shall have no liability for any loss or damage arising directly or indirectly from performance of the Services unless due to the negligence of the Contractor or its sub Contractors or agents
- 8.2 The Contractors liability in the event of any claim whether in contract, tort, and negligence of breach of statutory duty or otherwise shall be limited to the cost of replacement of any damaged property
- 8.3 The Contractor shall not be liable to the Customer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill
- 8.4 Nothing in this agreement is intended to limit any liability the Contractor may incur for death or injury of any person

9. Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this agreement or such other address as the recipient may designate by notice given in accordance with the provisions of the clause. Any such notice may be delivered by hand or by first class letter or by facsimile and shall be deemed to have been served as if by hand when delivered if by first class post 48 hours after posting and if by facsimile when despatched

10. Entire Agreement

The Work Order contains the entire agreement between the Parties with respect to the services covered herein. No other representation warranties or statements (whether expressed in customer's purchase order or otherwise) shall be binding upon the Contractor unless expressly agreed to in writing by the Contractors authorised representative



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11. No Implied Warranties

Each of the Parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

12. Force Majeure

12.1 Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action fire, flood, drought, tempest or other event beyond the reasonable control of either party.

12.2 If this agreement cannot be performed or its obligations fulfilled for any reason beyond either party's reasonable control for a continuous period of 3 months then either party may, at its discretion, terminate this agreement by notice in writing at the end of this period.

13. English Law and Courts

This agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.



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