



St Michael's Services Limited
9 St Michael Street, Dumfries, DG1 2QD.
Tel: 01387 254304
www.stmichaels-services.co.uk



Credit Account – Terms & Conditions

1 Terms and conditions

1.1 These terms and conditions apply to the exclusion of all other terms and conditions (including any other terms or conditions which the Customer (as defined below section 2 definitions) purports to apply under any order or other document). These terms and conditions apply to the sale and supply of goods ("Goods") by the Company to the Customer named in the Account Application (as defined below) and no other terms or conditions shall apply. The Company reserves the right at its sole discretion to amend these terms and conditions at any time. The Customer will be provided with written notice of any such amendment by the Company and any future dealings thereafter will be subject to those amended conditions.

1.2 These terms and conditions apply to all of the Company's sales and any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company. For the avoidance of doubt no member of staff of the Company is authorized to vary these terms and conditions either orally or in writing.

2 Definitions

2 **Account Application** shall mean the Credit Account Application form signed by the Customer or any such form which shall be accepted by the Company for the purpose of opening a new credit account. **Customer** shall mean any individual, firm, partnership, limited company, unincorporated association, trade association or other person or entity which completes the Credit Account Application. **Goods** shall mean any goods and or services provided by the Company as ordered by the Customer.

3 Credit Accounts & Credit Checking

3.1 The Company reserves at all times the right to refuse in its absolute discretion to supply Goods on credit or otherwise to the Customer and shall not be required to provide any reason for the refusal to supply such Goods. These Goods for Customer use only, NOT FOR RESALE.

3.2 Credit accounts will be opened, subject to such references as the Company may, in its absolute discretion, require and the Company will notify the Customer of the credit terms (if any) granted to the Customer. The Company reserves the right to withdraw credit facilities at any time without giving a reason. The Company may, in its absolute discretion, require guarantees or other security before supplying Goods or services on credit. The Company has the right at all times to terminate the credit account and not allow any further purchases by the Customer.

4 Payment

4.1 The price of the Goods is inclusive of amounts in respect of VAT. The Customer shall, on receipt of a VAT invoice from the Company, pay to the Company the total amount including the amounts in respect of VAT as are chargeable on the supply of the Goods.

4.2 The Customer shall make payment to the Company in accordance with such credit terms as are granted to the Customer by the Company. A Direct Debit Mandate form will require to be completed, with instructions to the Customers Bank or Building Society TO PAY St Michael's Services Ltd, on the Sixteenth Day of each month.

4.3 The Customer shall pay all amounts due in respect of the Goods in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

4.4 The Company will make an Administration Charge each time a Direct Debit is unpaid by the Customer's bank/building society or a cheque is dishonoured. The Administration Charge is £10.00 and may be increased from time to time at the Company's sole discretion.

4.5 The Customer may, with the prior written approval of the Company, be permitted to make payments by debit card, subject to such additional charges and terms as may be applied by the Company in its sole discretion and notified to the Customer from time to time.

4.6 The Company may in its sole discretion take any steps available to it to recover all amounts due to it from the Customer, including pursuing such debts through court proceedings.

4.7 The Customer will notify the Company in writing of any change of its status as disclosed in the Credit Account Application, for example the addition or retirement of a partner, a change of name or marital status, the incorporation of a limited company, or any other change as may limit or modify the liability or the capacity of the Customer named on the Credit Account Application to enter into a contract with the Company for the supply of Goods and services: in default of which the Customer completing the Credit Account Application shall remain liable to the Company for the price of all Goods (including VAT) supplied.

4.8 The Customer will notify the Company in writing of any changes to the Vehicle Registration Numbers of the Vehicles used on the Fuel Account Card.

5 Risk & Retention of Title

5.1 Risk in the Goods shall pass to the Customer on delivery into the vehicle fuel tank, or fuel container.

Notwithstanding the passing of risk, Title to the Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Company is in receipt of the full price of the Goods in cleared funds and there are no amounts outstanding from the Customer in respect of other Goods supplied by the Company.

5.2 If (i) the Customer fails to pay any sum due to the Company on the due date for payment or (ii) if the Customer is in breach of any obligation hereunder which, if capable of remedy, it fails to remedy within seven days of notice from the Company, or (iii) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator, or administrative receiver appointed over its undertaking or any part thereof, or documents are filed within the court for appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency of the Customer, or the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade (in these terms and conditions referred to as an "event of default") then all sums outstanding in respect of Goods shall become immediately due and payable and the Company may suspend all future sale of goods & services.

6 Data Protection

6.1 The Company monitors the use of its telephone system and may record telephone conversations.

6.2 If the Customer has provided an email address, on the Account Application, future correspondence from the company regarding the Customer's Credit Account will be in the form of electronic mail.

6.3 CCTV operates within the Company's premises for the purpose of crime prevention and detection and the apprehension and prosecution of offenders.

6.4 The Company will use the personal data it receives in connection with the Customer to create or update records held by it and all Group Companies relating to any matter(s), including without limitation for the purpose of product, market or credit analysis, and statistical compilation.

6.5 The Company will make enquiries at any time in relation to the Customer with credit reference agencies which will keep a record of its enquiry whether or not credit is granted. Where credit is granted, the Company may also disclose details about the Customer's account with all Group Companies and the Customer's conduct of the account to such agency or to other agencies or to debt collection agencies. This information may be searched by credit grantors and used and given out in assessing applications for future credit facilities and for debt collection, fraud prevention and other purposes.

6.6 Without prejudice to clauses

6.4 and 6.5 above, the Company will share personal data about the Customer, the Customer's account and the Customer's trading relationship with the Company and with all Group Companies in order that the Company may develop or make offers to the Customer (by mail, telephone, email or otherwise) of products or services. The Customer should advise the Company in writing if the Customer would prefer not to be contacted for these purposes by the Company but remember that this will preclude the Customer from receiving any marketing activity, etc.

6.7 The Company would like to pass the Customer's contact details onto specifically selected third parties for the express purpose of making the Customer aware of services or products that could enhance the Customer's business. The Customer should advise the Company in writing if the Customer would prefer not to be contacted for these purposes by organisations other than the Company and any Group Companies.

6.8 The Customer has a right to ask for a copy of its information (for which the Company is entitled to charge a £10 fee) and to correct any inaccuracies.

6.9 In clauses 6.2 to 6.8 above, references to "the Customer" shall be deemed to include (but without limitation) the Customer's officers, employees, contractors and agents in relation to which the Company receives personal data arising out of or in connection with the Customer's dealings with the Company and other Group Companies.

6.10 St Michael's Services Limited, is the parent company, which at the time of printing this includes the trading names of St Michael's Services Dumfries, Wigtown Road Services, Newton Stewart and Benmar Services, Moffat.

6.11 Unless the Company receives contact from the Customer indicating an objection to receiving contact from either a Group Company or from selected third parties, the Company will assume the Customer's consent to the above.