

Newgate (Newark) Ltd  
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## New Customer Form

Full company name	_____
Trading name (if different to above)	_____
Nature of business	_____
Registered Office address	_____ _____ _____ _____
Company Number	_____
Are you VAT Registered (Y/N)	_____
VAT registration number	_____
Are you part of the CIS Scheme (Y/N)	_____
CIS UTR Number	_____
Are you an End User? (Y/N)	_____
(If Yes please forward on a letter confirming so to <a href="mailto:salesledger@newgate.uk.com">salesledger@newgate.uk.com</a> )	_____

Trading address (if different to above)	_____ _____ _____ _____
Telephone number	_____

<b>Accounts Department Details</b>	
Accounts dept address	_____ _____ _____

Accounts contact name	.....
Accounts telephone number	.....
Accounts email address	.....

<b>Bank Details</b>	
Account name	.....
Address of bank	.....
	.....
	.....
Account number	.....
Account sort code	.....

Credit required	.....
Monthly or Annually?	.....
Terms:	Our standard terms of trade are 28 days from invoice date unless explicitly agreed in advance by the Finance Manager

<b>Application authorisation</b>	
Name	.....
Position in company	.....
Signature	.....
	.....
Date	.....

**Newgate (Newark) Ltd use only**

Account Number	.....
Entered By	.....
Date Entered	.....
Authorised By	.....
Terms Agreed	.....

VAT No: 416 1521 86 Registration No: 1870156

## U.K. CONDITIONS OF SALE

These conditions of sale apply to all quotations issued by NEWGATE (NEWARK) LIMITED - hereinafter referred to as "The Company" - and apply to all Orders or Contracts accepted by the company.

**VALIDITY:** The period for which all Quotations issued by The Company shall be valid is only 30 days from the date of issue, unless such period is expressly modified by the mention in the Quotation.

**DESIGN, PATENT, COPYRIGHTS ETC:** All Design Rights, Patent Right and Copyrights, including any Listings, Drawings and Specifications, are hereby specifically excluded from the benefits to Purchaser which are the subject of Quotations issued or Orders/Contracts accepted by The Company. All technical or other information issued by The Company is so issued in good faith, without liability for errors or omissions and without liability in respect of information supplied by others.

**GUARANTEES & WARRANTIES:** All goods supplied and work done by The Company shall be good quality and suitable for operation in the manner intended by The Company as expressed in the Company's Quotation or order acceptance. However, The Company shall in no way be liable for the consequences of use or non-use of the equipment or services supplied. In the event of any defect appearing in The Company's materials or workmanship, The Company will replace free of charge any defective component, or make good defective workmanship provided the Purchaser notifies The Company, and gives full access to the equipment within SIX months of the date on which the goods were despatched by The Company, but after that period a charge will be made by The Company.

**DESPATCH PERIOD(S):** Mentioned in the Company's Quotation(s) or letter(s) of acceptance are estimates only, made in good faith, and are based on the Company having full and sufficient information to enable the Company to proceed uninterrupted. In the event of anything happening beyond the reasonable control of the Company to interrupt such period, a revised despatch period shall be negotiated by the Company with the Purchaser without penalty to the Company. **DELIVERY TO SITE AND OFFLOADING WILL ONLY BE CARRIED OUT BY OR ON** behalf of the Company to the extent specified in the Company's Quotation, based on the Purchaser providing to the Company full information as to site location and/or despatch address at the time of issue of an Order or Contract.

**ALTERATIONS:** To an Order or Contract will only be put into effect when revised price(s), despatch period(s) etc., have been agreed.

**CANCELLATION:** Of an Order or Contract that has been accepted will only be put into effect if the Purchaser agrees to pay the full amount(s) notified by the Company in respect of value of materials and labour committed, together with a reasonable amount towards overheads, loss of profit(s) and cost of disturbance of the Company's manufacturing programme.

**TERMS OF PAYMENT:** For goods supplied nett cash (including V.A.T. where applicable) within 28 days of delivery - unless specifically agreed otherwise by the Company in writing in special cases. The ownership of the goods which form the subject matter of the contract shall pass to you only when those goods have been paid for in full to us or to our appointed agent. In the event of you obtaining possession of the goods prior to making payment for them you will, until the date of payment, if we so require, keep the goods stored separately. In the absence of such request you will be entitled to use the goods in the ordinary course of your business. Should you subject the goods to any manufacturing process or mix them in any way, the product of such manufacturing process or admixture will pass into our ownership as security for payment of the purchase price of the goods forming the subject matter of the Contract, and you will notify us immediately upon the commencing of any such manufacturing process or upon commencing to mix the goods in any way so that we may register a charge over the processed goods or admixture of the goods. Further, until you have paid us in full for the goods you shall hold the goods; or in the event of processed goods (as above), or admixture of the goods, you will hold the resulting product; or in the event of the sale or hire of the goods in their original state, or altered form by reason of processing or admixture you will hold the proceeds of such sale or hire; on trust for us. In the event of sale or hire of the original goods or processed or mixed goods by yourselves in the ordinary course of your business, until you discharge all your indebtedness to us, you will assign your rights to recover the selling price or hiring charges from third parties concerned to us, if we require, in writing, such an assignment.

**INTERPRETATION:** Of these Conditions and the Contract is in accordance with English Law - whatever the ultimate destination of the goods.

**ARBITRATION:** In the event of any dispute arising as to the interpretation of these Conditions and the conduct of the parties hereto, the matter(s) shall be referred to arbitration, in accordance with the Arbitration Act 1960, and subsequent legislation and application thereof.

Where installation and Commissioning on Site is included, the following additional conditions shall apply:

**INSTALLATION AND COMMISSIONING:** Quotations are issued and Orders accepted on the basis that full and sufficient access will be given by the Purchaser to the Company, including power supplies and offloading facilities where necessary, to enable the work of installation and commissioning to be carried out in one visit; the Company reserves the right to charge extra on the event of there being any variation in this, however, such variation is caused.

**GUARANTEES & WARRANTIES:** Described above shall run from the date of completion of commissioning of each unit, instead of date despatched. In the event of there being any defect in the Company's materials or workmanship under normal operation of the equipment, the Company reserves the right to visit site and rectify at the company's own expense; if such defect does not relate to the Company's materials or workmanship, the cost of the visit shall be paid for by the purchaser.

**COMMISSIONING CERTIFICATES:** These are not normally issued, unless specifically included in the Company's Quotation.

**TAKING OVER** of the equipment shall be upon completion of Commissioning and the receipt by the Company of payment in full.

**TERMS OF PAYMENT:** For goods supplied, installed and commissioned by the Company shall, unless specified otherwise in the company's Quotation, be as follows:-

80% of the quoted price(s) within 28 days of despatch of the goods to site. (To the 80% amount shall be added all the V.A.T. amount relevant to the full contract) and 20% of the quoted price(s) within 28 days of Commissioning of the goods on site.

**CIVIL WORKS, FOUNDATIONS & DUCTING OF POWER & CONTROL CABLES** are, unless specified otherwise in the quotation, normally carried out by the Purchaser to information supplied by the Company, but all or part(s) of this work can be carried out by the Company by prior arrangement, confirmed in writing.

**TIME FOR COMPLETION:** Shall be the despatch period (see clause above) and the Installation and Commissioning period, as estimated in the Company's quotation. Due to the wide variety of circumstances encountered on different sites, the latter period is in no way guaranteed, but installation and commissioning work will be carried out promptly and effectively once access to site is granted.