

Strictly Confidential

Accounts

Please complete all relevant sections of this application form. Failure to do so may result in a delay in processing this application.

## SECTION 1: COMPANY TO WHICH THE GROUP MONTHLY CREDIT ACCOUNT APPLICATION IS MADE

This Group Monthly Credit Account Application (the "Application") is made to Mick George Limited for itself and as agent for the Mick George Group of Companies. The Mick George Group of Companies means all companies which are now or may in the future be in the same group of companies as Mick George Limited and a company is in the same group if it is a subsidiary of Mick George Limited or a subsidiary of a company which is itself a subsidiary of Mick George Limited as defined in section 1159 Companies Act 2006 (or any company of which Mick George Limited is a subsidiary and any subsidiaries of such company) and includes, without limitation Mick George Environmental Limited, MG Recycling Limited, Mick George Earthworks Limited, Mick George Concrete Limited, Mick George Facilities Management Limited, Mick George Recycling Limited, DRBS (East) Ltd and Frimstone Ltd. (together the "Companies" and reference to "the Company" shall mean Mick George Limited or as applicable any of the Companies) and which shall for the avoidance of doubt include any such companies whether or not they shall continue to be a member of the Mick George Group of Companies.

## SECTION 2: DETAILS OF THE BUSINESS APPLYING FOR AN ACCOUNT ( THE "APPLICANT BUSINESS")

Legal Name:

Trading Name (if applicable):

Business Type:  Limited Company  Partnership  Sole Trader  LLP  Other (please detail)

Company No (if applicable):

Invoice Address:

Tel:  Mob:  Fax:

Acc. Payable Email:  Invoicing receipt format:  PDF  URL

Client Portal Email:  **NOTE:** Client Portal Email is required for access to secure online transactional and tickets information for the services supplied.

Registered Office Address (if difference from above)

Full names and addresses:  
(i) of all directors and (if any) the company secretary (if a limited company)  
(ii) of all partners (if a partnership)  
(iii) of the sole trader (if a sole trader)

- If you do not wish to receive details of our latest promotions and offers please tick. [www.mickgeorge.com/contact/privacy](http://www.mickgeorge.com/contact/privacy)
- If any of the Mick George Group of Companies purchase goods or services from you please tick.
- If you agree to be contacted to process a contra please tick.

## SECTION 3: BANKRUPTCY / INSOLVENCY HISTORY

Have any of the above Directors/Individuals/Partners been declared bankrupt or been involved either as director or shareholder with a company which has been wound-up or is the subject of insolvency proceedings? (If yes, please give details).

Has the Applicant Business, or (if appropriate) have any of the Directors or Partners of the Applicant Business, ever been unable to pay their debts within the meaning of section 123 or section 268 of the Insolvency Act 1986 (as appropriate) or have the same at any time entered into any formal or informal insolvency proceedings or arrangements with their creditors? (If yes, please give details).

## SECTION 4: PARENT/HOLDING COMPANY DETAILS

If applicable, please give details of any parent or holding company of the Applicant Business:

## SECTION 5: TRADE REFERENCES

Please give the full names, address, telephone number and email of three trade references (Builders Merchants are not accepted):

**Name & Company Address:**

**Postcode:**  **Tel:**  **Email:**

**Name & Company Address:**

**Postcode:**  **Tel:**  **Email:**

**Name & Company Address:**

**Postcode:**  **Tel:**  **Email:**

## SECTION 6: CONTACT NAME FOR ACCOUNTS QUERIES

Please supply the name of the person to be contacted in relation to any account queries:

**Name:**  **Position:**

## SECTION 7: CREDIT LIMIT

Any Credit Limit that is authorised, can be allocated amongst the Mick George Group of Companies as Mick George Limited may from time to time in its absolute discretion allocate. You may request a different credit limit from time to time and we will consider your request but retain an absolute discretion as to what credit limit we offer you. We set out below when we may consider it appropriate to increase or decrease the credit limit we offer you:

1. The credit limit may be increased if the level of business (potential or actual) increased and/or the Applicant Business could support a higher credit limit.
2. The credit limit may be decreased if the level of business is below the assigned credit limit or if the Company has concerns about the Applicant Business' capability to make payment within 30 days of the date of the Company's invoice in accordance with paragraph 3 of Section 9 of this Application or otherwise from time to time in the Companies' discretion.

## SECTION 8: DECLARATION AND AUTHORISATION

Please read and complete all 3 pages of the Application together with the Company's Standard Terms included before signing below.

1. The undersigned is duly authorised by the Applicant Business to open a credit account with the Company.
2. The Applicant Business makes this application to open a credit account with the Company.
3. The Applicant Business hereby consents to the obtaining of credit and/or other information to be used at any time in connection to the account applied for by this Application, and consents to, and authorises the release, of any credit and financial information by any bank, trade reference, mortgage holder, landlord, and credit reporting agencies, and expressly consent to the Company obtaining a consumer credit report of the undersigned, and a business credit report of the Applicant Business for the purposes of evaluating the credit worthiness of both.
4. The Applicant Business understands that payment is due within 30 days of the date of the Company's invoice, and if granted credit, the Applicant Business agrees to observe the Credit Account Terms at Section 10.
5. The Applicant Business hereby certifies that the information contained in the Application is complete and accurate.
6. The Applicant Business understands that the information provided is to be used to determine the amount and conditions of the credit limit to be increased or decreased.
7. The Applicant Business acknowledge(s) and accept(s) the Company's Standard Terms in relation to all goods and/or services ordered and/or provided to the Applicant Business by the Company.
8. The Applicant Business understands that any credit afforded by the Company may be allocated as the Company so requires between the Companies

Please print off this application and sign this page by hand. You may email a scanned copy to us.

**Signed:** (Director/Partner/Proprietor)  **Print Name:**

**Company Position:**  **Date:**

Please return with a copy of your company letterhead. A copy of the company's standard terms are included and available on the company's website: [www.mickgeorge.co.uk/docs/files/Terms\\_and\\_Conditions.pdf](http://www.mickgeorge.co.uk/docs/files/Terms_and_Conditions.pdf)

**OFFICE USE ONLY**

**Account Manager:**

**Credit Controller:**

## SECTION 9: GUARANTEE AND INDEMNITY BY DIRECTOR(S) OF THE APPLICANT BUSINESS – REQUIRED WHERE THE APPLICANT BUSINESS IS A LIMITED COMPANY

### YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE

1. (a) This Guarantee and Indemnity is provided to the Company, which expression shall include its successors and assigns.
- (b) References to the "Applicant Business' Obligations" are to all liabilities and obligations which the Applicant Business may incur now or at any time in connection with the provision by the Company of goods and/or services to the Applicant Business on credit (including any liabilities and obligations which exist at the date of this Application by virtue of business conducted between the Company and the Applicant Business prior to the date hereof) and include without limitation any goods and/or services from time to time supplied to the Applicant Business in excess of the credit limit, at the discretion of the Company.
- (c) References to the "Credit Facility" are to the agreement by the Company to provide goods and/or services to the Applicant Business on credit pursuant to the Application.
- (d) For the avoidance of doubt the consideration for the existing obligations and liabilities of the Company being covered by this guarantee is the grant of this Credit Facility.
2. In consideration of the provision of the Credit Facility, I the undersigned, or, where this Guarantee and Indemnity is signed by more than one director, We the undersigned jointly and severally, hereby:
  - (a) guarantee that immediately on demand by the Company I/We shall pay all of the Applicant Business' Obligations due and owing to the Company;
  - (b) guarantee the performance of the Applicant Business' Obligations;
  - (c) agree to indemnify the Company and keep the Company indemnified against all and any loss resulting from or arising in respect of the Credit Facility and/or any breach of the Applicant Business' Obligations and will pay such loss to the Company immediately on demand; and
  - (d) indemnify the Company in respect of all costs and expenses the Company shall have incurred in enforcing this Guarantee and Indemnity.
3. This Guarantee and Indemnity will not be affected by:
  - (a) any variation in respect of the Credit Facility, including without limitation the amount of credit provided, and whether or not I/We have consented to that variation;
  - (b) any other security guarantee or indemnity taken by the Company in respect of the Applicant Business' Obligations;
  - (c) any time or concession or indulgence given to the Applicant Business;
  - (d) any compromise with or settlement with or arrangement or composition or agreement to release or not sue the Applicant Business or any other guarantor or indemnifier;
  - (e) the impairment of any security taken in respect of the Credit Facility or the failure to realise or to enforce any such security or the failure to take any such security;
  - (f) the insolvency of the Applicant Business;
  - (g) any unenforceability in respect of the Applicant Business' Obligations against the Applicant Business; or
  - (h) I/we (or any of us) ceasing to be a director of the Applicant Business or otherwise ceasing to have any interest in the Applicant Business
4. I/We consent to the Company carrying out credit searches against my/our personal file(s) as detailed in Sections 10 and 11.
5. I/We are aware that I/We should seek independent legal advice before entering into this Guarantee and Indemnity.
6. We accept that you may rely on an electronic copy of this signed guarantee and indemnity

**Please note, we can only accept an authentic signature. Please print off this application and sign. You may email a scanned copy to us.**

**Signature:**

**Print Full Name:**

**Date:**

**Residential Address:**


## SECTION 10: CREDIT ACCOUNT TERMS

1. The grant of any Credit Facility (as defined in clause 1(c) of the Guarantee and Indemnity to the Applicant Business is conditional upon:-
  - 1.1. the satisfactory completion of this Application in its entirety; and
  - 1.2. where applicable, the entering into of the Guarantee and Indemnity by the Directors of the Applicant Business.
2. I/We/the Applicant Business hereby authorise(s) the Company to make such enquiries relating to my/our/its credit standing as the Company considers necessary, and to check the bank and trade references supplied.
3. The Company may, from time to time, amend the credit limit applicable to the Credit Facility in accordance with Section 8 of the Application and notify the Applicant Business of such limit.
4. The Applicant Business shall provide a purchase order in respect of each purchase made under the Credit Facility.
5. The Company will submit a monthly invoice in respect of all purchase orders received in that same month. All invoices are due for payment in full within 30 days from the invoice date.
6. Any queries in respect of invoices should be notified in writing by the Applicant Business within 7 days of receipt of the invoice.
7. Invoices not paid on the due date may be subject to interest at 4% above the base rate of Barclays Bank Plc from the due date until the date that payment is received.
8. Amounts in excess of the credit limit which have not been agreed between the Company and the Applicant Business are to be paid immediately. The Company and/or its successors and assigns will be entitled to take action to collect all monies owing in full, whether the value exceeds the credit limit or otherwise.
9. The Company may terminate the Credit Facility at any time:
  - 9.1. on giving one month's notice in writing; or
  - 9.2. immediately on giving notice if the Applicant Business exceeds the credit limit where any excess has not been agreed between the Company and the Applicant Business and the Applicant Business fails to pay the amount of such excess in accordance with clause 8 or if it breaches any of these terms or the Company's standard terms and conditions (Standard Terms) attached to this form or if any of the following happens (or the Company reasonably believes is likely to happen):
    - 9.2.1. the Applicant Business fails to pay any undisputed amount due under these terms and conditions on the due date for payment and remains in default not less than 14 days after being notified in writing to pay such payment; or
    - 9.2.2. the Applicant Business commits a material breach of its obligations under these terms and conditions and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
    - 9.2.3. the Applicant Business commits a series of persistent minor breaches which when taken together amount to a material breach; or
    - 9.2.4. the Applicant Business suspends, or threatens to suspend, payment of its debts or is unable to pay debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - 9.2.5. the Applicant Business commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors; or
  - 9.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Applicant Business; or
  - 9.2.7. a creditor or encumbrance of the Applicant Business attached or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - 9.2.8. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Applicant Business; or
  - 9.2.9. a floating charge holder over the assets of the Applicant Business has become entitled to appoint or has appointed an administrative receiver; or
  - 9.2.10. a person becomes entitled to appoint a receiver over the assets of the Applicant Business is appointed over the assets of the Applicant Business; or
  - 9.2.11. any event occurs, or proceedings are taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to 9.2.10 (inclusive); or
  - 9.2.12. the Applicant Business ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
  - 9.2.13. the Applicant Business is a sole trader, in the event of bankruptcy of that individual.
10. The Applicant Business may terminate the Credit Facility at any time by giving the Company one month's notice in writing provided that all outstanding sums payable under the Credit Facility have been paid in full at the time such notice is given.
11. The Company shall not (to the fullest extent permitted by law) be liable to the Applicant Business under these terms and conditions (including if it is unable to comply with its obligations due to any event beyond its reasonable control).
12. The Company may vary these terms and conditions on giving not less than one month's written notice, and no other variations shall be valid unless agreed in writing by the Company and the Applicant Business.
13. These terms and conditions shall be governed by an interpreted according to the laws of England and Wales and both the Company and the Applicant Business agree to submit to the exclusive jurisdiction of the English courts.
14. If this application is signed and returned to the Companies electronically it is accepted that the Companies may rely on it whether or not the hard signed paper copy is returned to us.

**These terms should be read in conjunction with the Company's Standard Terms (see [www.mickgeorge.co.uk/docs/file/Terms\\_and\\_Conditions.pdf](http://www.mickgeorge.co.uk/docs/file/Terms_and_Conditions.pdf)).**

**In the event of any conflict between the Standard Terms and these terms and conditions, the provisions of these terms and conditions shall prevail.**

## SECTION 11: DATA PROTECTION AND CREDIT REFERENCE AGENCY SEARCHES

1. The Company is the data controller for the purpose of the Data Protection Act 1998.
2. The Company may collect and process any information you provide by completing this Application.
3. The Company may use information held about you:
  - 3.1. to carry out, if applicable, its obligations arising from any contracts entered into between it and you; and
  - 3.2. to make a search with a Credit Reference Agency in respect of either you, or those owners or directors of the Applicant Business whose details have been entered in the Guarantee and Indemnity – required where the Applicant Business is a limited company and who have agreed (by signing in the spaces provided) to provide a Guarantee and Indemnity to the Company and its successors and assigns. Should it be necessary to review the Credit Facility at any time, then a further search with a Credit Reference Agency may be sought. In all cases where any such search is made, the Company will retain a record of that search.
4. The Company may disclose personal information it holds about you to any member of its group, which means its subsidiaries, its ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
5. The Company will monitor and record information relating to the Applicant Business' trade performance and such records may be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and dealing with fraud prevention.