



BEATSON'S BUILDING SUPPLIES

Application Form for a credit facility with Beatsons Building Supplies Ltd

Instructions for completing this form

- To be completed by the owner/director/company secretary of the company applying for credit
- Please read ALL sections of this form BEFORE starting to fill it in
- Please complete all sections of the form before signing sections B and C

Part A: Main Contact & Business Details

- About your business: fill in name, trading name & address.
- Please state credit required
- Please state trading details, status, purchase order system, company number & VAT.
- Please state ultimate holding company and registered office.

Part B & C: Credit Guarantee & Declaration

- This section must be completed by the shareholder(s) in or director(s) of the company (where the application is made by a limited company) or the member(s) of the limited liability partnership (where the application is made by a limited liability partnership).
- Please consider taking independent legal advice before signing any agreement.
- Please complete form prior to the signing of this section.

Part D & E: Names & Home addresses of Sole Proprietors/Partner's/Director's Details

- Detach the front cover and retain it (our Conditions of Sale and Hire are on the reverse)
- Return the completed Credit Account Application and Bank Status Enquiry Authority to your Beatsons Building Supplies Limited branch or representative, or post to the address on page 1

Part F & G: Trade References & Your Business & Banking

- These sections must be completed giving 2 trade references.
- General details about how you heard of us and your interests.
- Please supply details of your bank details.

Part H: Privacy Policy

- Data protection declaration and respecting your privacy (GDPR).

PLEASE RETURN THE ORIGINAL COMPLETED FORM TO YOUR LOCAL BRANCH OR HEAD OFFICE

**HEAD OFFICE: The Whins, Alloa, Clackmannanshire, FK10 3TA
TEL: 01259 219555 FAX: 01259 219006
REGISTERED IN SCOTLAND No. 44008**

A

MAIN CONTACT & BUSINESS DETAILS

CONTACT DETAILS

Title: _____ First Name: _____

Surname: _____

Trading Name: _____

Address: _____

Postal Code: _____

Telephone: _____ Fax: _____

Mobile: _____ E-mail: _____

Previous Address (if less than 3 years at present address)

Address: _____

Postal Code: _____

CREDIT

Monthly Credit Required: _____

Payment Contact name: _____

TRADING DETAILS (where necessary please tick ✓ the appropriate box)

Status: Partnership Sole trader Limited Company Limited Liability Partnership (LLP)No. of Employees: 1 2 - 5 6 - 10 11 - 19 20 - 49 50 - 99 100 - 500 500 +Do You Use Purchase Orders? NO YES Payment Method: BACS CHEQUE CASH CREDIT CARDIs The Site Address Mandatory on Invoices: NO YES

Limited Company Registration Number: _____

VAT Registration Number: _____

DETAILS OF HOLDING COMPANY or REGISTERED OFFICE

Trading Name: _____

Address: _____

Company Registration Number: _____

B

CREDIT GUARANTEE

TO BE COMPLETED BY THE SHAREHOLDER(S) / DIRECTOR(S) OF AN APPLYING COMPANY OR THE MEMBERS OF AN APPLYING LIMITED LIABILITY PARTNERSHIP

In consideration of your agreement to supply goods to the applicant on credit. I/we the undersigned being shareholder(s) / director(s) / member(s) of the applicant hereby personally guarantee payment of all the financial obligations arising from the provision of (or increase in) the credit facilities granted by Beatsons Building Supplies Limited or its subsidiaries and successors from time to time following review of the applicant company's account. I/we also agree to indemnify Beatsons Building Supplies Limited against all losses incurred by them and arising as a consequence of their provision of credit facilities to the applicant. Where this credit guarantee and indemnity are undertaken on a joint and several basis by those signing. I/we have been provided with the opportunity to seek the independent legal advice of a solicitor and decline to do so. I/we further acknowledge and have had notice that such guarantee and indemnity obligations will be enforceable against me in my individual capacity.

1. Signed: _____ Print Name _____ Date: _____

2. Signed: _____ Print Name _____ Date: _____

3. Signed: _____ Print Name _____ Date: _____

C

DECLARATION

PLEASE READ AND COMPLETE ALL PAGES BEFORE SIGNING THE SECTION BELOW

We make this application to open a credit account with Beatsons Building Supplies Limited. I / We understand that credit terms are that payments are due promptly at the end of the month following the date of invoice and that if granted credit, I / We agree to pay in accordance with these terms.

Beatsons Building Supplies reserves the right to terminate this agreement for credit forthwith without notice upon a breach by the customer of any terms and conditions and all amounts then outstanding will become due forthwith. Thereafter interest will apply on a daily basis until the account is paid in full.

I / We agree to credit checks being conducted upon us within the terms of the Data Protection Act

I / We acknowledge and agree to Beatsons Building Supplies Terms and Conditions of sale (see back page of application form).

1. Signed: _____ Print Name _____ Date: _____

2. Signed: _____ Print Name _____ Date: _____

3. Signed: _____ Print Name _____ Date: _____

D

SOLE PROPRIETOR'S/PARTNER'S/ DIRECTOR'S DETAILS

Name 1: _____ **Date Of Birth:** _____

HOME Address : _____

Postcode : _____ **Tel . No:** _____ **Mobile No:** _____

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS:

Previous Address : _____

_____ **Postcode :** _____

Name 2: _____ **Date Of Birth:** _____

HOME Address : _____

Postcode : _____ **Tel . No:** _____ **Mobile No:** _____

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS:

Previous Address _____

_____ **Postcode :** _____

Name 3: _____ **Date Of Birth:** _____

HOME Address : _____

Postcode : _____ **Tel . No:** _____ **Mobile No:** _____

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS:

Previous Address _____

_____ **Postcode :** _____

E

PURCHASING CONTACT

PLEASE PROVIDE DETAILS OF MAIN CONTACT DEALING WITH PURCHASING

Title: _____ **First Name:** _____ **Surname:** _____

Position in Company: _____

Location of normal place of work: _____

Telephone: _____ **Fax:** _____

Mobile: _____ **Email:** _____

PRIVACY POLICY

DATA PROTECTION

We will make a search with a Credit Reference Agency, which we will keep a record of that search and may share that information with other companies. In some instances we may also make a search on the personal credit file of principal directors. We may also pass and share your information with carefully selected third parties for the purpose of account opening, credit vetting and account management.

Should it become necessary to review an account, then again a credit reference may be sought and a record kept.

We may monitor and record information relating to your trade performance and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing we may also share information with other businesses.

RESPECTING YOUR PRIVACY

We will record your purchasing performance and may use your information for marketing purposes. We may pass our information to other Beatsons Group companies who may wish to contact you with offers of goods and services that may be of interest to you.

Please tick ✓ below if you **want** us to contact you with news about special offers and promotions

By Post By Telephone by SMS by e-mail

Please tick ✓ if you **want** other companies within Beatsons Group to contact you with details of goods and services, which may be of interest to you

Please tick ✓ if you **want** other companies, carefully selected by us, to contact you with details of goods and services, offered by them

Under the Data Protection Act you have the right to apply for a copy of the information we hold on you (for which we will charge a small fee) and to correct any inaccuracies.

FOR BEATSONS USE ONLY

MANAGER'S REPORT (OPINION)

Account Authorised

Authorised by: _____ Print Name: _____

For and on behalf of Beatsons Building Supplies Limited.

Dated: _____

Initial Credit: _____

Home Depot: _____

Account Reference: _____

Beatsons Building Supplies Ltd Conditions of Trading

- Definitions** - In these Conditions: (a) "the Company" means Beatsons Building Supplies Limited (Company Number SC044008) or its subsidiaries and successors; (b) "the Customer" means the person, firm, company or other entity supplied or to be supplied with Goods by the Company; (c) "Goods" means the goods, materials, services and/or other items (whether original or substituted) supplied or to be supplied by the Company to the Customer pursuant to any contract made under these Conditions; (d) "the contract" means the contract for the supply of goods, materials, services and/or other items by the Company to the Customer to which these Conditions apply; and (e) "industrial property right" means any patent, trade mark, registered design, copyright or any other right or asset registered or protected under statute or any regulations thereunder (f) In the event the Customer is not acting in the course of a business and is a "Consumer", as defined in section 2(3) of the Consumer Rights Act 2015, these terms and conditions will be subject to the provisions of that Act.
- General** - (a) The contract between the Company and the Customer shall be governed by these Conditions which shall apply to the contract notwithstanding any conditions to the contrary in the Customer's conditions of trading (which so far as inconsistent with these Conditions shall not apply and shall be deemed to be waived). (b) All quotations are submitted, all orders are accepted, and all Goods are supplied by the Company subject to these Conditions and all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are hereby excluded. No amendment or alteration to these Conditions shall apply unless specifically agreed to in writing by the Company.
- Extra Costs** - (a) Any price quoted by the Company shall be subject to increase to cover the expenses incurred by the Company as a result of any delay arising from the Customer's instruction or lack thereof. (b) Unless the Company has agreed in writing that the price of the Goods shall be fixed, the Company reserves the right to invoice the Goods at the price or prices thereof prevailing at the date of supply or despatch thereof to the Customer or to a nominee of the Customer and, without prejudice to the generality but subject as aforesaid, the Company reserves the right to increase the price of the Goods to cover any increase in the cost of production or supply of the Goods howsoever arising.
- Delivery, Title and Risk** - (a) The Company accepts no liability for failure to meet quoted delivery times which shall be treated as estimates only and any such failure shall not entitle the Customer to cancel or terminate any order or the contract. (b) Unless the customer challenges in writing to the company any invoice submitted by the company, within 7 days of its receipt the customer shall be barred from challenging the invoice and shall be deemed conclusively to have accepted that the goods described therein were received and that the sum claimed in the invoice is due. (c) Unless the Company shall otherwise agree in writing, the Company shall not be bound to deliver or supply the Goods in one lot, shipment or consignment and the Customer shall be bound to accept split deliveries or delivery or supply of the Goods by instalments. (d) The Company shall have no liability in respect of any shortfall or shortweight in the Goods or in respect of the Goods being damaged upon delivery unless the Customer shall have notified the Company in writing of such shortfall, shortweight or damage within three days of the delivery or supply of the Goods to the Customer or to a nominee of the Customer. (e) Notwithstanding the delivery or supply of the Goods to the Customer, the property in and title to the Goods shall not pass to the Customer until the price payable by the Customer to the Company for the Goods shall have been paid in full by the Customer and, until such payment in full of the price has been made, the property in and title to the Goods shall remain with the Company. The risk of loss or damage to the Goods shall pass to the Customer when the Goods are appropriated to the contract or are delivered or supplied to the Customer or to a nominee of the Customer, which ever shall be the earlier. (g) Where the Customer requests that delivery or supply of the Goods be delayed beyond the quoted delivery or supply date, then the Company shall be entitled to invoice the Customer for payment of the Goods as if the Goods had been delivered or supplied to the Customer on the quoted delivery or supply date and the Customer shall reimburse to the Company, on the demand in writing of the Company, all costs and expenses (including storage and insurance costs) incurred by the Company in connection with the Goods from the quoted delivery or supply date of the Goods to the date of actual delivery or supply thereof to the Customer or to a nominee of the Customer.
- Price and Payment** - (a) Subject to the various other provisions hereof and in particular Conditions 3 above, the price payable by the Customer to the Company for the Goods shall be the price thereof specified by the Company in the quotation made by the Company for the supply of the Goods or, if different, the price for the Goods specified in the order acknowledgment or invoice given by the Company to the Customer. (b) Value Added Tax at the applicable rate shall be paid by the Customer to the Company on the price of the Goods at the time of the payment of the price. (c) If the quotation made by the Company for the supply of the Goods or the order acknowledgement given by the Company to the Customer does not provide that the price includes the costs of packaging, insuring or delivering the Goods to the Customer, then the costs of packaging, insuring and delivering the Goods (as the case may be), together with Value Added Tax thereon at the applicable rate, shall be added to the price of the Goods and be paid by the Customer to the Company as part of the price of the Goods in accordance with paragraph (d) of this Condition. (d) In respect of all invoices, payment shall be due at or prior to delivery except as hereinafter provided for and time shall be deemed to be of the essence of each individual contract and of these terms and conditions. For customers with a credit account facility, payment for the Goods shall be made by the Customer to the Company within 30 days of the last day of the month in which delivery is made, time being of the essence of the contract, and whether such delivery shall be made to the Customer's premises, a site specified by the Customer or otherwise as may have been agreed between the parties. (e) Unless otherwise specifically agreed by the Company, accounts are strictly net. (f)(i) In respect of all invoices, except as provided for at condition 5(f)(i) hereafter, the Late Payment of Commercial Debts (Interest) Act 1998, as amended shall be applied in any instance of late, partial or non-payment of invoices. For the avoidance of doubt, the Company shall therefore be entitled to charge Late Payment Interest and Late Payment Compensation in terms of the said Act and in terms of regulations made thereunder on each individual invoice or part thereof which remains unpaid by the due date for payment, all of which invoices, or parts thereof, shall be deemed to be qualifying debts for the purpose of the said Act and for the purposes of the said regulations thereunder. (f)(ii) In respect of Customers operating a Credit Account with the Company, the due date for payment shall be as provided for herein at Condition 5(d) hereof. In the event of late, partial or non-payment of any invoice interest shall accrue on each outstanding invoice or part thereof at the judicial rate which is from time to time applicable (currently 8%) from the due date for payment until payment in cleared funds is received by the Company. Interest shall be applied daily and shall be deemed to represent a reasonable pre-estimate of the loss caused to the Company by such late payment and not a penalty. Late Payment Compensation calculated in accordance with the said Act and any amendments thereof shall apply to each invoice or part thereof and each invoice, or part thereof, which remains outstanding after the due date for payment shall be deemed to be a "qualifying debt" for the purposes of the Late Payment and Compensation provisions hereof whether chargeable to a Credit Account which may be charged to the Customer on a monthly basis or otherwise. (g) Unless the customer in writing ascribes any payments to account to any particular invoices the company shall have the absolute right to ascribe payments to account to any invoices, due and payable as at the date of receipt of the payment of account regardless of the dates of the invoices and of any rule of law to the contrary.
- Vehicle Access** - (a) In the event that the Company agrees to deliver goods, the extent of the Company's obligation will be to deliver as near to site as a safe hard road permits. This will normally be referred to as a kerbside delivery. If a vehicle used for performing the Company's obligations to the Customer is required to deliver the goods to a place off the public road the Customer shall be responsible for ensuring safe and satisfactory access to such place and shall be solely responsible for any accident or damage resulting from his failure to do so and shall indemnify the Company against all claims loss or damage thereby caused except where such loss or damage is caused by the negligence of the Company's employees. (b) In the event of the vehicle becoming stuck or bogged down the Customer shall indemnify the Company for reimbursement off all the vehicle recovery costs, repair or damage caused to our vehicle and loss earnings whilst out of use. (c) Client must ensure a suitable area is made available for the company vehicle during offload. If on the public highway, any parking restrictions must be observed by the client and any consequential charges applied to the company vehicle will be the sole responsibility and paid for by the undersigned.
- Description** - (a) The descriptions, illustrations, weights and material contained in any catalogues, price lists, brochures, leaflets or other descriptive matter prepared, issued or circulated by or on behalf of the Company represent the general nature of the items described therein but neither they nor any verbal statement shall form any part of any order or of the contract or amount to any representation or warranty. (b) The Goods are supplied on the basis that the Goods may differ from samples thereof seen by the Customer. (c) The Company does not accept liability for loss or damage arising from the use of any advice or information supplied by the Company. (d) The Customer shall be deemed to have satisfied itself that the Goods are suitable for the Customer's purpose.
- Warranties** - (a) Save as provided in Section 12 of the Sale of Goods Act 1979 as amended, the Company gives no warranty and makes no representation whether express or implied as to any matter whatsoever including (without limitation) condition, merchantability or fitness for any purpose. (b) The Company accepts no liability for any loss or damage suffered by the Customer or any third party as a result of or caused by the use of the Goods for a use or purpose for which the Goods were not designed. (c) The Company shall incur no liability in respect of any defect or fault in the Goods unless: (i) details of the defect or fault in the Goods are notified in writing by the Customer to the Company forthwith (and not later than three days) following the delivery or supply of the Goods to the Customer or to a nominee of the Customer. (ii) the Customer gives the Company such opportunity as the Company may reasonably require to examine or inspect the defective or faulty Goods at the premises of the Customer; (iii) the Customer forthwith upon the discovery of such defect or fault by the Customer ceases to use the defective or faulty Goods unless otherwise authorised by the Company in writing; and (iv) the Customer, unless otherwise authorised by the Company in writing, returns the defective or faulty Goods to the Company within seven days following the discovery of the defect or fault by the Customer. (d) The liability of the Company under this Condition shall be limited to replacing, repairing or making good the defective or faulty Goods or, at the option of the Company, giving credit or reimbursing to the Customer the price (whether in whole or in part) paid by the Customer to the Company for the defective or faulty Goods. In the event the Customer is not acting in the course of a business and is a "Consumer", as defined in section 2(3) of the Consumer Rights Act 2015, this clause will not affect the Consumer's statutory rights provided for in that Act.
- Consequential loss and damage** - Save as herein expressly provided and except as provided in Section 16 of the Unfair Contract Terms Act 1977 as amended (liability for death or personal injury resulting from breach of duty), the Company shall not be liable to the Customer or to any third party for any loss or damage (whether direct or consequential) suffered in respect of the Goods or arising from or caused by any defect or fault in the Goods and the Company shall be indemnified by the Customer against all third party claims made in respect of the Goods. In the event the Customer is not acting in the course of a business and is a "Consumer", as defined in section 2(3) of the Consumer Rights Act 2015, this clause will be subject to the relevant parts of that Act, including Part 2 and Schedules 2, 3 and 4.
- Customer's Specification** - (a) If the Customer requires the Goods to be manufactured or supplied to the Customer's design, the Customer must provide to the Company a detailed design and/or specification of the Customer's requirements when the Customer orders the Goods. The Company shall not be liable for any defect or fault in the Goods resulting from the Goods being manufactured or supplied in accordance with the Customer's design and/or specification of the Goods. (b) The Customer shall indemnify and so free and relieve the Company from and against any claim, cost, charge or expense in respect of the infringement or breach of any industrial property right as a result of or caused by the manufacture or supply of the Goods by the Company in accordance with the Customer's design or specification.
- Financial Condition** - If the Company shall consider that the Customer's financial condition does not at any time justify the agreed terms of payment, the Company may, having given notice in writing to the Customer, cancel any unfulfilled order or the contract unless the Customer shall forthwith make payment to the Company for the Goods already delivered or supplied by the Company to the Customer or to a nominee of the Customer or shall make prior payment for the Goods ordered but non-delivered or supplied, or both, at the Customer's option. The Company shall be entitled to cancel without penalty by notice in writing to the Customer any unfulfilled order or the contract if the Customer becomes insolvent, goes into liquidation, enters into a composition with its creditors or has a receiver appointed over the whole or any part of its property and undertaking.
- Force Majeure** - The Company shall not be liable or responsible for any failure to perform in whole or in part for any delay in performing any of its obligations under these Conditions caused by act of God, war, insurrection, government regulations, embargoes, strikes or walk-outs, illness, flood, fire, equipment breakdown or any other cause beyond the control of the Company. Should any such event occur, the Company at its option may cancel or suspend (or both) the contract without incurring any liability whatsoever for any loss or damage thereby occasioned.
- Set Off** - The Customer hereby waives any and all existing or future claims for compensation or set off against any payments due by the Customer to the Company under the contract and the Customer shall pay to the Company the amounts payable to the Company under the contract on the due date or dates for payment thereof regardless of any compensation, set off or counter claim on the part of the Customer against the Company.
- Remedies** - Any remedies conferred on the company by these conditions shall be without prejudice to any other remedies available to the company.
- Invalidity** - If any provision of the Conditions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Conditions or of the contract shall not in any way be affected

or impaired.

16. Beatsons Direct – Internet Sales (Returns) Under the United Kingdom’s Distance Selling Regulations, you may return your purchase to us at your own cost for any reason within 14 days for a refund as long as the item is still unused, unopened and in good condition. Please note - you will only receive a refund of the cost of the goods received and not the delivery. If we have not received notification of any return due to change of mind within 14 days from date of delivery it will be assumed that acceptance of the goods has taken place. Any subsequent claim will be subject to our discretion, and we reserve the right to choose whether to make a full refund.

We will not accept returns or cancellations for powder, aggregate, sand and gravel or bespoke or special order items. Special Order Items may be returned subject to the prior agreement of the manufacturer and your agreement to pay the re-stocking & collection charges. The current list of Manufacturers that we deem to be special order from our website sales is listed below:

Special Order Manufacturers (Brands)

Brett Martin, Caple, Velux, Fakro, Marshalls, Stonemarket, LPD, JB Kind, XL Joinery, Carron Phoenix

To return your order pack it securely and send it back to us so that we receive it within 14 days of the date that item was delivered to you. Please note it is your responsibility for returning the goods at your own expense unless we delivered the item to you in error or the item is faulty. A refund will be issued as soon as possible but within 30 working days at the latest.

Goods ordered directly at one of our depots do not fall under the distance selling regulations. Any goods ordered directly at one of our depots that require to be returned will be subject to a 20% restocking charge. Where goods are required to be uplift for return we may also require to charge an uplift fee on top of the restocking fee. As with online orders we do not accept returns at depots for any powder, sand, gravel, aggregate, bespoke or special ordered items.

Our Address for Returns is :

BEATSONS DIRECT

THE WHINS

ALLOA

FK10 3TA

17 Beatsons Concrete - (a) Waiting time, we allow 12 minutes per cubic metre waiting time.

The company reserves the right to charge for every minute thereafter. (b) Barrow offload Service, we will barrow up to 35meters across flat level ground. Any ramps cannot be steeper than 1:5 gradient. It will always be at the discretion of the driver if a site is suitable for barrowing. (c) The Company assume that access will be available for delivery. The size and clearance required for our vehicles is displayed on our website and is available on request if you believe your site may have access problems. If access is not available at the time of delivery then we reserve the right to charge a failed delivery charge to the customer.

18 Headings -The headings used in these Conditions are for ease of reference only and shall not in any way affect the construction or interpretation of these Conditions.

19. Data - Beatsons follow the General Data Protection Regulations (“GDPR”) guidelines and align processes within its area of responsibility as a Processor (as identified by the GDPR). Use of your data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation. We may collect information from you in the course of our business, including when you engage us to provide the services described in clause 1 hereof. , including when you engage us to provide the services, when you contact or request information from us, when you use our website or as a result of your relationship with one or more of our staff. The personal information we may collect about you includes contact information such as your name, title, address, telephone number, mobile phone number, job title, name of employer, fax number and email address. Address may include both business address and home address where you have provided that to us; Information relating to the contract between us; Further business information necessarily processed in the context of the contractual relationship or voluntarily provided by you or on your behalf, such as instructions given or payments made or to be made; Information provided to us by or on behalf of our clients, or generated in the course of providing our services, which may include special category data; Information processed for relationship management and file opening procedures such as name, business information, identification and your relationship to a person; Information about your use of our IT, communication and other systems including your password(s), and other monitoring information, e.g. if using our online data rooms, or information relating to materials and communications we send to you electronically; Information to enable us to check and verify your identity, e.g. your date of birth or passport details; Payment data, such as data necessary for processing payments and fraud prevention, including credit/debit card numbers, bank and building society details including security code numbers and other related billing information, as well as, where applicable, information relating to the source of funds; Information collected from publicly available resources and credit agencies or any other information needed to enable us to undertake a credit or other financial checks on you; Information about relevant and significant litigation or other legal proceedings against you or a third party related to you and details of that third party’s relationship with you; Information provided to us for the purposes of attending meetings and events, including information about access or dietary requirements; Other personal data regarding your preferences where it is relevant to services that we provide; Details of your visits to our premises; Membership of a professional or trade association or union. In general, you will be able to choose whether or not to provide us with your personal data. If you do not provide the personal data that we need to collect then this may affect our ability to contract with you or to provide services to you, for example because this personal data is required to process your instructions or to carry out credit reference checks. If you do not provide personal data we ask for, it may delay or prevent us from providing services to you. We collect most of this information from you when you or your organisation use or contact us to provide legal or any other related client services; When you browse, provide information or use our website; When you or your organisation make an application to use our services or otherwise engage with our staff for business related purposes; Where you sign up to receive information from us; Where you or your organisation provide services to us. We may also collect information from third party sources including: Publicly accessible sources such as Companies House, Registers of Scotland or HM Land Registry; Credit reference agencies or government agencies; Third party organisations that you have or have had dealings with. We may also collect information via our website or via our information technology (IT) and other systems, for example automated monitoring of our websites and other technical systems, such as our computer networks and connections, CCTV and access control systems, communications systems, email and instant messaging systems. Under data protection law, we can only use personal data if we have a proper reason for doing so. This will be for one of the following reasons: For the performance of our contract with you or to take steps at your request before entering into a contract;

To comply with our legal and regulatory obligations; For our legitimate interests or those of a third party; For the establishment, exercise or defence of legal claims or proceedings; Where you have given consent. A legitimate interest is when we have a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests. We may process special category personal data for the following reasons: Where you have given your explicit consent; For compliance with a legal obligation; For the purposes of establishing, exercising or defending legal claims; Where it is in your vital interests; Where you have made the personal data public; For compliance with an employment law obligation. There may be additional reasons which will be notified to you where they apply. When we refer to special category data we mean information such as about race or ethnicity, religious beliefs, sexual orientation, marital status and health. Information about criminal convictions is also included within this type of data. We use your data to operate your account and to transact with you. We also use data to ensure the confidentiality of commercially sensitive information; To manage and administer your or your organisation’s business relationship with Beatsons, including use for the purposes of processing payments, accounting, auditing, billing and collection and other support services; To conduct checks to identify our clients and verify their identity; To screen for financial and other sanctions or embargoes, including credit reference checks with credit reference agencies; Where necessary to gather and provide information required by or relating to audits, enquiries or investigations by enforcement authorities, regulatory bodies, courts, tribunals and government agencies; To deal with any complaints received; To ensure business policies are adhered to, For operational reasons, such as ensuring safe working practices, improving efficiency, risk management, training, staff assessment and quality control; For statistical analysis to help us improve our services and communications to you or the strength of our relationship with you or to manage our practice; To update and enhance client records; For marketing our services to you; For the purposes of external audits and quality checks; For insurance purposes; To complete statutory returns; Preventing and detecting fraud and/or criminal activity that could be damaging for us and for you; For credit control purposes; For the purposes of risk management; We have a legitimate interest in processing your personal data for promotional purposes. This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly. We will always treat your personal data with the utmost respect. If you ask us to delete your information in accordance with your rights set out below, we will retain basic information on a suppression list to record your request and to avoid sending you unwanted materials in the future. You can also update your marketing preferences and give us more detail of the type of information you would like to receive from us by contacting us on our preference centre. We may ask you to confirm or update your marketing preferences if you instruct us to provide further services in the future, or if there are changes in the law, regulation, or the structure of our business. We also routinely share personal data with Companies providing services for money laundering checks, credit risk reduction and other fraud and crime prevention purposes and companies providing similar services, including financial institutions, credit reference agencies and regulatory bodies with whom such personal data is shared; Our insurers and brokers, external auditors, banks and other third parties which provide services to us to allow us to fulfil our regulatory obligations and for risk management purposes; Courts, law enforcement authorities, regulators or lawyers or other parties where it is reasonably necessary for the establishment, exercise or defence of a legal or equitable claim, or for the purposes of a confidential alternative dispute resolution process or to comply with our legal and regulatory obligations; Third parties for the purposes of collecting your feedback our service provision, to help us measure our performance and to improve and promote our services; We will only allow our service providers to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We also impose contractual obligations on service providers to ensure they can only use your personal data to provide services to us and to you and to ensure compliance with data protection laws. We may also, should the need arise, need to share some personal data with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible. The recipient of the information will be bound by confidentiality obligations. Other than as set out above, we will only disclose your personal data when you direct us or give us permission, when we are required by applicable law or regulations or judicial or official request to do so, or as required to investigate actual or suspected fraudulent or criminal activities. We will hold your data for as long as is necessary for the purposes set out in this privacy policy. Different retention periods apply for different types of data. We have in place a retention policy which sets out the different retention periods for the types of information we hold. We will take appropriate technical and organisational measures to keep your personal data confidential and secure. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality. You can ask us to: Provide a copy of your personal data; Correct any mistakes in your personal data; Delete your personal data - in certain situations; Restrict processing of your personal data - in certain circumstances, e.g. if you contest the accuracy of the data; and Provide you with a copy of the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party - in certain situations. You can object: At any time to your personal data being processed for direct marketing (including profiling); • In certain other situations to our continued processing of your personal data, e.g. processing carried out for the purpose of our legitimate interests. Your objection (or withdrawal of consent) may mean we cannot perform the services you have requested of us or you may not be able to use the services we offer. We will advise you where this is the case. In certain circumstances even if you withdraw your consent we may still be able to process your personal information if required or permitted by law or for the purpose of exercising or defending our legal rights or meeting our legal and regulatory obligations. You also have the right to complain to the supervisory authority in the part of the European Union where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner.

20 -Legal Construction- These Conditions and the contract and the validity and performance thereof shall in all respects be governed by and interpreted in accordance with the law of Scotland and the Company and the Customer prorate to non-exclusive jurisdiction of the Scottish Courts. The Customer hereby agrees to prorogation of jurisdiction over the subject-matter of any dispute between parties at the option of the Company to the Commercial Court in the Sheriffdom of Glasgow and Strathkelvin at Glasgow. The Company shall be free, but not bound, to invoke the terms of this agreement to prorogate jurisdiction and the Customer shall be barred from revoking his agreement to prorogate after proceedings have been raised against the Customer in the said Court

BEATSON'S BUILDING SUPPLIES

Alloa

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Penicuik

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Stirling

01786 450969

13-15 Craigleith Road,
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Stirling, FK7 7LQ

Dunfermline

01383 741980

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Cumbernauld

01236 722580

Glencryan Road, Carbrain,
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