



Suppliers of Plumbing & Heating Products

3 Weaver Street, Kirkstall Road, Leeds, LS4 2AU

Tel: 0113 2032080 Fax: 0113 2032099

www.plumbcall.com

APPLICATION FOR CREDIT ACCOUNT

APPLICANTS FULL NAME _____

TRADING STYLES (IF APPLICABLE) _____

TRADING ADDRESS _____

LANDLINE TEL NO. _____ FAX NO. _____

MOBILE NO: _____ EMAIL ADDRESS: _____

VAT NO. _____

TYPE OF BUSINESS () LTD CO. SOLE TRADER PARTNERSHIP

IF LTD CO. REG OFFICE ADDRESS _____

REG NO. _____

TEL NO _____ YEAR OF INCORPORATION _____ ANNUAL SALES £ _____

IF SOLE TRADER/ PARTNERSHIP

PLEASE PROVIDE FULL NAMES, HOME ADDRESSES & LANDLINE TELEPHONE NUMBER(S) OF ALL PARTNERS (PLEASE USE A SEPARATE SHEET IF NECESSARY)

NAME _____ ADDRESS _____

DOB: _____

LANDLINE TEL NO. _____

NAME _____ ADDRESS _____

DOB: _____

LANDLINE TEL NO. _____

DATA PROTECTION ACT 1998

"We may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency"

BANK NAME & ADDRESS _____

A/C NO.

SORT CODE:

TWO TRADE REFERENCES

NAME: _____ Acc No _____

NAME: _____ Acc No _____

ADDRESS: _____

ADDRESS: _____

TEL NO. _____

TEL NO. _____

FAX NO. _____

FAX NO. _____

AMOUNT OF CREDIT REQUIRED £ _____ PER _____

(NOTE: TRADE REFEREES SHOULD BE ABLE TO SPEAK FOR THE CREDIT FIGURE AS ABOVE)

I/WE AGREE THE CREDIT ACCOUNT FACILITY WILL BE ON YOUR STATED TERMS AND THAT ADHERENCE TO THIS OBLIGATION IS THE ESSENCE OF THE CONTRACT BETWEEN US.

I/WE AUTHORISE OUR BANKERS TO PROVIDE A BANKERS' OPINION AS TO OUR SUITABILITY FOR THE ABOVE AMOUNT

SIGNED: _____

FULL NAME: _____

POSITION: _____

For and on Behalf of: _____

DATE: _____

****All account application forms must be submitted with a copy of your company letterhead****



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TERMS AND CONDITIONS

1. GENERAL

Plumbcall (Northern) Ltd is pleased to accept orders subject to the Terms and Conditions of Sale as stated below. Unless expressly agreed in writing, any alterations to these conditions will not apply. In these terms "you" and "your" as appropriate refer to the buyer and "us", "our" and "we" refers to the seller, Plumbcall Northern. "Days" refer to working days being Monday to Friday inclusive excluding bank holidays.

2. QUOTATIONS

Any quotations are valid for 15 days of issue and are subject to stock availability. Quotations are for the sole use of the addressee and we reserve the right to withdraw any quotation which has been passed to any third party.

3. DELIVERY AND COLLECTION OF GOODS

All deliveries must be checked upon delivery and only signed for if the goods are in good condition, should there be any damaged items these should be noted on the couriers delivery sheet. In normal circumstances

- A. We will deliver an order within the agreed period, but we cannot be held liable for any loss caused by late delivery. If we do deliver late you are not entitled to regard this as breach of contract.
 - B. Goods will be delivered to the delivery address supplied by you. You are considered to have given authority to accept a delivery on your behalf to any person who actually accepts delivery at the delivery address.
 - C. Should any goods be returned to us as unable to deliver, as a signature is required may be chargeable.
- Any discrepancies should be notified to us within 3 days of receipt.

4. PRICES

All prices are quoted exclusive of Value Added Tax (VAT). VAT will be added to all invoices at the rate applicable on the tax point date. The tax point date will be the date of the invoice.

5. PAYMENTS

Unless otherwise stated, invoice must be paid within 28 calendar days of their date. If not paid in full by this date then:

- A. We will be entitled to charge you interest at 3%, above the current base lending rate of Barclays Bank PLC, compounded daily, on the amount outstanding until it has been paid in full.
- B. We will be entitled to sue you for the money and our costs incurred whether or not property in the goods has been passed to you.

If you have any dispute or counterclaim against us, you will not be entitled to make any reduction in, or deferment of payment of that dispute or counterclaim.

6. DATA PROTECTION

In the course of dealings with us you will supply to us data which we will collect and retain. Some or all of the data may be personal data, which is subject to the Data Protection Act 1998. The data you supply to us will be processed by us to execute your order, to monitor your account, to select and sent to marketing material and periodically to conduct trade and bank reference enquires and other credit checks. This will involve disclosure of some of your data to and from third parties. You consent to the processing of your data for those purposes.

7. WARRANTY

All goods supplied by us are warranted to be of sound workmanship and materials are suitable for the purpose for which they are designed under fair conditions. Our liability under this warranty will be limited to the replacement or issue of a credit against any goods acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them. Ours carriers have no authority to accept goods for return unless we have agreed in advance.

8. CATALOGUES AND BROCHURES

All descriptions and illustrations of goods in any catalogue, brochure, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us. We accept no liability for any error or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

9. FORCE MAJURE

We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of war, civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other causes beyond our control.

10. SHORTAGES, DAMAGES, DISCREPANCIES AND LOSS IN TRANSIT

Any shortages, damages and discrepancies should be made aware to us within 3 days. We will at our discretion refund, replace or issue a credit where goods have been lost, wrongly delivered, incorrect goods have been delivered as a result of our error, damaged in transit or there is a short supply of an order. We will only consider claims made to us within 3 days of the delivery.

11. Returns

Generally we will not arrange for the collection of goods unless for warranty claims. Any collections which are not as a result of our fault will be charged at a minimum of £10.00. All returns must be authorized by us first. The goods must be in the original manufacturers packaging and contain all parts. You should retain a copy of our agents / carriers collection note. Returned goods may be subject to a 25% restocking charge.

12. Retention of Title (ROT)

- A. **General:** Notwithstanding delivery of the goods, we will still own them until you have paid for them in full in accordance with this contract and until all money owed by you to us pursuant to any other contract between us has been paid in full.
- B. **Sale of the Goods:** You are allowed to sell the goods in the ordinary course of your business and if you do title to the goods sold will pass to the person who buys them from you on delivery of them. If you sell the goods to a third party before you have paid for them then you will hold the proceeds of that sale on trust for us pending payment. We will have the right to require you to direct the third party to pay the money they would have paid to you direct to us instead and at our request you will assign to us any rights or claims you have against your customers in relations to the goods.
- C. **Storage:** Goods which are in your possession will be held by you as bailee. You must keep the goods separate and clearly identified as our property until you have paid for them.
- D. **Insurance:** After delivery and until payment you must keep the goods fully insured. If the goods are lost, destroyed or damaged then you must hold the proceedings of the insurance for and to our order pending payment. If the goods are destroyed you are not entitled to delay paying us until the insurer of the goods has paid you.
- E. **Recovery of Goods:** We may enter your premises without notice and recover the goods which have not been paid for in full. As between you and us, this sub clause constitutes your authority for us to enter on the premises of any other person holding the goods on your behalf and on whose property the goods may be and remove the goods

13. YOUR BANKRUPTCY OR DEFAULT

- If:
- A. You fail to honour any of your obligations to us under this contract, or you breach them, or
 - B. any distress or execution is levied on you, or
 - C. you offer to make an arrangement with your creditors or commit any act of bankruptcy or if any petition in bankruptcy is presented on you, or (if you are a listed company) any resolution or petition to wind up such a company's business (other than for the purpose of amalgamation or reconstruction) is passed or presented we will have the immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we might otherwise have.

14. INTERPRETATION AND VALIDITY

Only English law will govern the construction, validity and performance of this contract, and the English Court will have exclusive jurisdiction. The interpretation of any clause or sub-clause above will not in any way be limited or restricted by reference to or inference from any other clause or sub-clause is unenforceable according to its terms then the others will remain in full force and effect.

Plumbcall (Northern) Ltd is registered in England No 07371538

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