(logo)

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APPLICATION FOR A CREDIT FACILITY

ACCOUNT NAME……..

ADDRESS……..

…… POST CODE……..

TELEPHONE No…… MOBILE No……..FAX No……..

EMAIL ADDRESS (To enable statements to be emailed)……..

STYLE OF ORGANISATION * LIMITED COMPANY/SOLE TRADER/PATNERSHIP/PUBLIC SERVICE/CHARITY* Delete as appropriate

VAT REGISTRATION No:…….. If limited, please state registration No:……..

IF A SOLE TRADER/PARTNERSHIP, PLEASE GIVE FULL NAME(S), HOME ADDRESS(S) AND TELEPHONE No.

FULL NAME(S)……

HOME ADDRESS(S)……..

…… DATE TRADE COMMENCED……..

HOME TEL No:……..

NATURE OF BUSINESS…… DATE TRADE COMMENCED……..

CREDIT LIMIT APPLIED FOR £……This credit limit reflects the maximum amount of credit allowed at any one time

REFERENCES

BANK…… TELEPHONE No……..

TRADE REFERENCE 1	TRADE REFERENCE 2
FULL TRADING NAME……	FULL TRADING NAME……
ADDRESS……	ADDRESS……
PHONE & FAX No……	PHONE & FAX No……

I confirm that I have read and accept the terms and conditions of sale detailed overleaf. I understand that all orders will be placed on those terms (or any terms later adopted by you and notified me in writing).
I confirm that the information given in this application for a credit facility is in all respects true and accurate.

Data Protection Act 1998 Notice

Words shown in *italics* are defined in the Data Protection Act 1998 ('The Act')

Where I provide you with personal data ('data'). I understand that the data will be held securely, in confidence and *processed* for the purpose of carting out your Builders/Plumbers Merchant business and associated activities ('Activities'). In considering my application, I accept that you may consult with and disclose that data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ('third parties'), and that such third parties may process the data. I understand that under the Act I have a right to know what data you hold on me if I apply to you in writing and pay the applicable fee.

I agree that you may use the data to contact me with details of other products and services. Unless I have written to you objecting to you using the data for such purpose or I have not ticked the box below. I agree that you may contact me by post, telephone, fax, e-mail, via the Internet or other communication means.

I object to you using the data for direct marketing purposes

AUTHORISED SIGNATURE OF DIRECTOR/COMPANY SECRETARY/OWNER……..

NAME IN BLOCK CAPTIALS……POSITION……..

(Please enclose a copy of your current letterhead with this application form)

VAT REG No 312236700

C&C Suppliers Collinson Ltd

Terms of Trading

1 Business Customers and consumers

1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.

1.2 All other terms apply to all customers.

1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business.

1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer, which are not affected by these terms. Contact your local trading standards office for more information. Words in *italic type* are legal words which clarify, rather than alter, the meaning of the relevant clause.

2 Price

2.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

2.2 Our quotations lapse after 30 days (unless otherwise stated).

2.3 The price quoted excludes delivery (unless otherwise stated).

2.4 **Business customers only**: unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.

2.5 **Business customers only**: rates of tax and duties on the goods will be those applying at the time of delivery.

2.6 **Business customers only**: at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

2.7 The price quoted excludes the cost of cutting goods to size (unless otherwise stated).

2.8 You will be charged for returnable containers and cases at the price current at the time of delivery, unless they are returned by you in good condition and within 30 days of delivery. When returning the containers or cases you must state the date of the invoice and the invoice number to which they relate.

3 Delivery

3.1 All delivery times quoted are estimates only.

3.2 If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:

3.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and7

3.2.2 if you cancel the contract, you can have no further claim against us under that contract.

3.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including *indirect or consequential loss,* or increase in the price of the goods).

3.4 We may deliver the goods in installments. Each installment is treated as a separate contract.

3.5 We may decline to deliver if:

3.5.1 We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or

3.5.2 the premises (or the access to them) are unsuitable for our vehicle.

4 **Risk**

4.1 The goods are at your risk from the time of delivery.

4.2 Delivery takes place either:

4.2.1 at our premises (if you are collecting them or arranging carriage); or

4.2.2 at your premises or address specified by you (if we are arranging carriage).

4.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within 5 days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.

5 Payment Terms

5.1 You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.

5.2 **Business customers only**: if you have an approved credit account, payment is due no later than the last day of the month following the month in which you were invoiced unless otherwise agreed in writing.

5.3 **If you fail to pay us in full on the due date we may**

5.3.1 suspend or cancel future deliveries ;

5.3.2 cancel any discount offered to you;

5.3.3 **Business customers only:** charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;

a. calculated (on a daily basis) from the date of our invoice until payment:

b. before and after any judgment (unless a court orders otherwise);

5.3.4 **Consumers only**: charge you interest at a rate equivalent to the rate set for business debts under s.6 of the Late Payment of Commercial Debt (Interest) Act 1998;

5.3.5 Claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and

5.3.6 recover (under clause 5.8) the cost of taking legal action to make you pay

5.4 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.

5.5 **Business customers only**: you do not have the right to set off any money you may claim from us against anything you may owe us.

5.6 **Consumers only**: you may only set off money you claim from us against money you owe us with our written agreement and on such terms as we may state.

5.7 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).

5.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs, legal costs on a full indemnity basis and the costs of instructing a debt collection agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.

5.9 **Consumers only:** clause 5.8 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

6 Title

6.1 **Consumers only:** your statutory rights are unaffected.

6.2 **Business customers only:** until you pay all debts you may owe us:

6.2.1 all goods supplied by us remain our property;

6.2.2 you must store them so they are clearly identifiable as our property;

6.2.3 you must insure them (against the risk for which a prudent owner would insure them) and hold the policy on trust for us;

6.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:

a we revoke that right (by informing you in writing); or

b you become insolvent.

6.3 **Business customers only**: you must inform us (in writing) immediately if you become insolvent.

6.4 **Business customers only**: if your right to use and sell goods ends you must allow us to remove the goods.

6.5 **Business customers only**: we have your permission to enter any premises where the goods may be stored:

6.5.1 at any time, to inspect them: and

6.5.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.

6.6 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

6.7 You are not our agent. You have no authority to make any contact on our behalf or in our name.

7 Warranties

7.1 We warrant that the goods:

7.1.1 comply with their description: and

7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.4)

7.2 **Business customers only**: we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

7.3 **Consumers only**: the warranty in clause 7.1 is in addition to your statutory rights.

7.4 If you believe that we have delivered goods which are defective in material or workmanship, you must:

7.4.1 inform us (in writing), with full details, as soon as possible; and

7.4.2 allow us to investigate (we may need access to your premises and product samples).

7.5 If the goods are found to be defective in material or workmanship (following our investigations) and you have complied with those conditions (in clause 7.4) in full, we will (at our option) repair the goods, replace the goods or refund the price.

7.6 We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only);

7.6.1 direct financial loss, loss of profits or loss of use; and

7.6.2 indirect or consequential loss.

7.7 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £2,000,000.

7.8 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

7.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

8 **Specification**

8.1 If we prepare the goods in accordance with your specifications or instructions you must ensure that:

8.1.1 the specifications or instructions are accurate;

8.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and

8.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

8.2 **Business Customers only**: we reserve the right:

8.2.1 to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and

8.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.

8.3 if we supply a sample to you, it is on the express understanding that any subsequent sale will not be a sale by sample (as described in Section 15 Sale of Goods Act 1979), unless we agree otherwise in writing.

9 **Return of goods**

9.1 We will accept the return of goods from you only:

9.1.1 by prior arrangement (confirmed in writing);

9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered) and

9.1.3 where the goods are as fit for sale on their return as they were on delivery.

10 **Cancellation**

10.1 You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 10.2 then apply).

10.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order

10.3 We may suspend or cancel the order, by written notice if:

10.3.1 you fail to pay us any money when due (under the order or otherwise):

10.3.2 you become insolvent;

10.3.3 you fail to honour your obligations under these terms.

11 **Waiver and variations**

11.1 Any waiver or variation of these terms is binding in honour only unless:

11.1.1 made (or recorded) in writing;

11.1.2 signed on behalf of each party; and

11.1.3 expressly stating an intention to vary these terms.

11.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

12 **Force majeure-business customers only**

12.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.

12.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other disputes and difficulty obtaining supplies.

13 **General**

13.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

13.2 If you are more than one person, each of you has joint and several obligations under these terms.

13.3 If any of these terms and unenforceable as drafted:

13.3.1 it will not affect the enforceability of any other of these terms; and

13.3.2 if it would be enforceable if amended, it will be treated as so amended.

13.4 We may treat you as insolvent if:

13.4.1 you are unable to pay your debt as they fall due; or

13.4.2 you (or any item of your property) become the subject of:

a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);

b. any application or proposal for any formal insolvency procedure; or

c. any application, procedure or proposal overseas with similar effect or purpose.

13.5 **Business customers only**: all brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

13.6 **Business customers only**: any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to(by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.

13.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

13.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorized representative and either:

13.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or

13.8.2 which expressly state that you may rely on them when entering into the contract.

13.9 Nothing in these terms affects or limits for fraudulent misrepresentation.