

Please enclose a sample of your company letterhead
 This form should be completed in Block Capitals using a Ball Point Pen

Customer Name	
Trading as	

NB: Date of birth MUST be entered where applicable

Invoice Address (if different)

Address	
Post Code	
Date of Birth	Tel No.
Fax	Mobile
Is property	<input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased
Accounts Contact	
E-mail	

Address	
Post Code	
Date of Birth	Tel No.
Fax	Mobile
Purchasing Contact	
E-mail	

A: Business Details

How long has your business been established?	Years
How long at present address?	Years
Company Status	
<input type="checkbox"/> Limited <input type="checkbox"/> Plc <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership	
<input type="checkbox"/> Limited Liability Partnership	
Company Registration Number	
Bank Name	
Sort Code	Acc/No
Trade References: (Not Associate Companies of applicant)	
Trade Ref 1	
Tel:	Fax:
Trade Ref 2	
Tel:	Fax:

A: Principal Details

Sole Trades & Partnerships Must Provide Full Name & Residential Address	
If you have not been in residence at your current address for more than 3 years, please provide previous address	
Name	
Address	
Post Code	
Date of Birth	Tel No
Is property	<input type="checkbox"/> Owned <input type="checkbox"/> Rented
	<input type="checkbox"/> Leased <input type="checkbox"/> Other
Name	
Address	
Post Code	
Date of Birth	Tel No
Is property	<input type="checkbox"/> Owned <input type="checkbox"/> Rented
	<input type="checkbox"/> Leased <input type="checkbox"/> Other

Declaration

We request credit facilities with your company. If given I/we agree to settle your account in accordance with your Conditions of Sale (a copy which are printed on the reverse side of this Account Application). I note these include retention of title clause.
 I/We agree to your Credit Terms and that payment is due on the 28th of the month following date of invoice ("the due date") or to any alternate terms agreed. I certify that I have checked the particulars on this form, and to the best of my knowledge and belief they are correct. I also give permission to Plumbsave to conduct commercial/consumer credit search and future searches in line with the Data Protection Act (1998).

Print Name _____
 Position _____
 Signed/Date _____

Continuing Guarantee

NB: If the customer is a limited company or partnership established less than three years the continuing guarantee below must be signed by a Director or Secretary (in the case of a limited liability company, or equity partner (in the case of a limited liability partnership). It may required to be completed in other cases.

To Plumbsave
 In agreeing to your agreeing to grant credit facilities to the company or limited liability partnership described above ("the company") I hereby unconditionally guarantee the due and punctual performance and observance by the company of its obligations herein and under your Conditions of sale overleaf and agree to indemnify and keep you indemnified against any breach of non-observance thereof the company.

Print Name _____
 Position _____

Conditions of Sale

- 1 **Interpretation of these conditions**
Customer Shall mean the customer whose particulars appear overleaf.
Seller Shall mean Plumbsave
Goods Shall mean any goods (or instalment or part thereof) howsoever by the customer from the seller
- 2 **Conditions of sale**
These conditions of sale together with such conditions as are to be implied by law from the entire agreement between the customer and seller and may only be varied in writing by an officer of the seller. Any alleged verbal representatives or collateral contracts shall be of no effect unless complying with the requirements of this clause.
- 3 **Prices**
Prices quoted are exclusive of VAT carriage and installation and remain valid for a period of 14 days
- 4 **Payment**
4.1 Until a credit account has been opened by the seller in favour of the customer, payment is due in cash with order or pro-forma invoice
4.2 Time of payment shall be of the essence. A customer in whose favour a Credit Account has been opened must pay for the goods on the 28th of the month following date of invoice ("the due date") or to any alternative terms agreed
4.3 If payment is not made by the due date regardless of its other remedies The seller shall be entitled to charge interest. Interest will be calculated as per the "late payments of commercial debts regulations 2002 and any amendments to said legislation thereunder
4.4 Any payment is dishonoured or countermanded by the customer the seller shall have the right to charge the customer a £40 administration fee
- 5 **Delivery**
5.1 Any delivery date quoted is in good faith, but the seller shall not be responsible for any delay of the goods however caused. Time of delivery shall not be of the essence
5.2 The seller shall be entitled to make delivery by instalments and to invoice the customer separately for each instalment
5.3 Any failure by the customer to accept delivery (save upon such grounds for rejection as are specified in the law relating to the Sale of Goods) shall be deemed a breach of contract
- 6 **Risks**
6.1 The goods are at the risk of the customer from the time of delivery
6.2 Ownership of the goods shall not pass to the customer until he has received in full (in cash or cleared funds) all sums due to it in respect
6.2.1 The goods and
6.2.2 All other sums which are or which become to the seller from the customer on any account
6.3 Until ownership of the goods has passed to the customer, the customer must
6.3.1 hold the goods on a fiduciary basis as the seller's bailee
6.3.2 store the goods (at no cost to the Seller) separately from all other goods of the customer or any third party in such a way that they remain readily identifiable as the seller's property
6.3.3 not destroy deface or obscure any identifying mark or packaging on or relating to the seller
6.3.4 maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request, the customer shall produce the policy of insurance to the seller and
6.3.5 hold the proceeds of the insurance referred to in good condition on trust for the seller and not mix with any other money nor pay the proceeds into an overdrawn bank account
6.4 The customer may resell the goods before ownership has passed to it solely on the following conditions
6.4.1 any sale shall be affected in the ordinary course of the customer's business at full market value and the customer shall hold such part of the proceeds of sale as represent the amount owed by the customer to the seller on behalf of the seller and the customer shall account to the seller accordingly and
6.4.2 any such sale shall be of the seller's property on the customer's own behalf and the customer shall deal as principal when making such a sale
- 6.5 The customer's right to use, sell or have possession of the Goods shall terminate immediately if
6.5.1 the customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, (being a body corporate), or enter into liquidation for the purpose only for reconstruction or amalgamation or has a receiver and/or manager on a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer or any proceedings are commenced relating to the insolvency of the Customer
6.5.2 the Customer suffers or allows any execution, sequestration, whether legal or equitable to be levied on his/its property or against him/it or fails to observe/performance any of his/its obligations or any other contract between the Seller and the Customer or is unable to pay its debts within the meaning of section 123 of the insolvency Act 1988 or the Customer ceases to trade and/or the Customer encumbers or in any way any of the Goods
6.5.3
6.6 The Seller shall be entitled to recover payments for the Goods notwithstanding that ownership of any Goods has not been passed from the Seller
6.7 The Seller grants the Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them or where the Customer's right to possession has terminated to recover them
- 7 **Warranties and Liability**
7.1 In addition to all warranties implied by Statute, the Seller warrants the Goods shall correspond with their written specifications (if any) at the time of delivery and will be free from material defects in materials and workmanship for a period of 12 months from delivery provided that
7.1.2 The Seller shall be under no obligation for any defect arising from any drawing design specification or stipulation of the Customer
7.1.3 The Seller shall be under no obligation in respect of any defect or lack of performance arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions or misuse, alterations or repair of the Goods without the Seller's approval.
7.1.4 If the Goods are not of the Seller's manufacture but ordered for the Customer from a third party, the warranty shall be that manufacturer's warranty or such warranty as is implied by the law, whichever shall be longest.
7.1.5 the seller shall be under no liability if the full purchase price has not been paid by the due date.
7.2 Any claim by the Customer arising defect in the Goods shall be notified to the Seller in writing within 7 days of delivery. Any claim arising from a latent defect shall be made within 14 days of the defect becoming apparent.
7.3 Where the Seller accepts a claim made by the Customer in respect of the Goods, the Customer's right shall be to a full or partial refund or replacement at the Seller's opinion. In no circumstances shall the Seller have any further liability save nothing herein continued shall exclude any liability on the Seller for the death or personal injury arising from the negligence of its employees or agents. In no circumstances shall the Seller be responsible for any consequential losses arising from the Goods or their delivery or late delivery.
7.4 The Customer is responsible for ensuring that the Goods are suitable for the purpose to which it intends to use them. The Seller's representatives do not offer advice on the use to which Goods are to be put.
- 8 **Termination/Suspension**
Without prejudice to any other right or remedy the Seller shall be entitled to suspend forthwith further performance and/or terminate contractual relations with the Customer if the Customer is in breach of any of these conditions.
- 9 **General**
9.1 If any of these conditions prove illegal or unenforceable in whole or in part, such term shall be deemed excised from these conditions without effect upon the validity of the remainder of these conditions.
9.2 These conditions and the contract between the Customer and Seller shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction