

Credit Account Application Form

[Please complete ALL sections or your application may not be processed]

We are pleased to learn that you wish to open a credit account with us. To enable us to process your application we shall be pleased if you would complete ALL sections of this form and **return it to us with a specimen of your letterhead and, if used, purchase order.** All applicants must be aged 18 years or over. Please write clearly in **BLOCK CAPITALS.**

Full Name / Trading Title

Occupation or nature of business How long been trading

Business Type (tick appropriate box)

- Public Limited Co. Private Limited Co. Limited Liability Partnership Partnership Sole Trader Self Build Other (Please specify)
 PLC LTD (see below) LLP (see below)

Limited Companies/Partnerships Registration No. Date of Formation:

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

Contact Details

Tel Mobile Fax

Email

Directors/Partners

If a Limited Company or a Limited Liability Partnership then please list the names of the Directors/Partners. If any other type of business etc then please list the FULL names, addresses and dates of birth of ALL the partners/applicants.

FULL Name Date of Birth / .. / ..
 (Director/Partner 1)

FULL Address:

 Postcode

FULL Name Date of Birth / .. / ..
 (Director/Partner 2)

FULL Address:

 Postcode

FULL Name Date of Birth / .. / ..
 (Director/Partner 3)

FULL Address:

 Postcode

Note: If more than three partners/applicants then please request an additional copy of this form.

Credit Account Application Form (contd)

Directors/Partners (contd)

Have any of the directors, owners or partners of this business held any other credit accounts with this company? Yes No

If so, please list account names

.....

Trade Credit References (It will be preferable if at least one of the following references is another merchant)

FULL Name (Trade Reference 1) Your Account No.

FULL Address: Tel No.:

..... Postcode Fax No.:

FULL Name (Trade Reference 2) Your Account No.

FULL Address: Tel No.:

..... Postcode Fax No.:

FULL Name (Trade Reference 3) Your Account No.

FULL Address: Tel No.:

..... Postcode Fax No.:

We reserve the right to obtain personal guarantees and if we require such a personal guarantee the opening of your credit account will be conditional upon your return of the completed personal guarantee document. We will provide this to you if we require a personal guarantee. The individual providing the personal guarantee is advised to obtain independent legal advice before completing the guarantee document.

Order References

Do you require us to use order No.s/Job References on all invoices? Yes No If yes, should they be Verbal Written

Credit Limit

Please indicate the approximate amount of credit that will be required (per month) £

Please note that in order to maintain a Credit Account with us there is a minimum annual spend of £2500.00, if this threshold is not met we will convert your account into a Cash Account with us under the same terms.

Online-Account

Would you like us to contact you regarding our online customer portal? Yes No
 This may allow controlled access for you/your staff to access your orders and account details.

Please tick if you would like to receive printed statements and invoices in addition to those made available Yes No
 online via our customer portal.

Marketing

Please tick if you do not want to be contacted via e-mail or text with information about our goods and services which we feel maybe of interest to you

IMPORTANT

Please read through our Conditions of Trading on the following pages and obtain an authorised signature at the end of the document. We will then be able to process your application.

Office use only L B T H So Sh C



bps Southam
 Units 2 a & b
 Westfield Road
 Southam
 CV47 0JH
T: 01926 819990
F: 01926 812276

bps Tewkesbury
 Sigma Close, Shannon Way
 Tewkesbury Ind. Estate
 Tewkesbury
 GL20 8ND
T: 01684 275545
F: 01684 275526

bps Cirencester
 Unit a & b Bankside Trade Park
 Wilkinson Road
 Cirencester
 GL7 1TY

bpssales@bandps.co.uk
www.bpstilifestyles.co.uk

Conditions of Trading (“Conditions”)

- 1.1 These Conditions apply to any contract (“Contract”) for the sale of goods, or any part of them, set out in the Order (as defined below) (“Goods”) between Building & Plumbing Supplies Limited (“BPS”) and the party who purchases the Goods from BPS (“Customer”) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Contract constitutes the entire agreement between the Customer and BPS. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of BPS which is not set out in the Contract.
- 1.2 the Customer’s order for Goods as set out in the Customer’s purchase order form, the Customer’s written acceptance of BPS’ quotation or otherwise in writing, or made verbally (“Order”) constitutes an offer by the Customer to purchase Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Order shall only be deemed to be accepted when BPS issues a written acceptance of the Order or delivers the Goods, whichever is sooner, at which point the Contract shall come into existence. A quotation for any Goods given by BPS shall not constitute an offer and may be varied or withdrawn at any time.
- 1.3 The opening and the maintenance of a credit account and the acceptance of any Order against that account is subject to the Customer providing BPS with any satisfactory references and/or personal guarantee requested and the observance by the Customer of the terms on which credit is allowed. BPS reserves the right to refuse to accept orders against a credit account at its discretion without giving a reason.
- 1.4 In processing an application for credit facilities BPS may make enquiries of credit reference agencies or other third parties who may record those enquiries. BPS may also disclose information about the conduct of any Customer account to credit reference agencies or other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.
- 2.1 Goods are described in BPS’s catalogue. BPS reserves the right to amend the specification of the Goods, including, without limitation, if required to do so by any applicable statutory or regulatory requirements. Goods are not sold fit for any particular purpose.
- 2.2 BPS warrants that on delivery, the Goods shall conform with their description.
- 2.3 Subject to clause 2.4, if:
- 2.3.1 the Customer gives notice in writing to BPS that Goods do not comply with the warranty set out in clause 2.2:
- 2.3.1.1 in the case of a defect that is apparent on normal visual inspection, within five days of delivery; or
- 2.3.1.2 in the case of any other defect within a reasonable time of delivery and discovery;
- 2.3.2 BPS is given a reasonable opportunity of examining such Goods; and
- 2.3.3 the Customer (if asked to do so by BPS) returns such Goods to BPS’ place of business or such other location as BPS may direct at the Customer’s cost,
- BPS shall, if it is satisfied that the Goods are defective, at its option replace the defective Goods, or refund the price of the defective Goods in full.
- 2.4 BPS shall not be liable for the failure of any Goods to comply with the warranty set out in clause 2.2 in any of the following circumstances:
- 2.4.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 2.3.1;
- 2.4.2 the defect arises because the Customer failed to follow BPS’ oral or written instructions as to the storage, commissioning, installation, use and maintenance of such Goods or (if there are none) good trade practice regarding the same;
- 2.4.3 the Customer alters or repairs such Goods without the written consent of BPS;
- 2.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 2.4.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements
- 2.5 BPS shall, where possible, use reasonable endeavours to assign to the Customer the benefit of any warranty, guarantee or indemnity given by BPS’s supplier
- 2.6 Except as provided in this clause 2, BPS shall have no liability to the Customer in respect of the failure of Goods to comply with the warranty set out in clause 2.2 and the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract. These Conditions shall apply to any repaired or replacement Goods supplied by BPS.
- 3.1 The risk in Goods shall pass to the Customer on completion of delivery.
- 3.2 Title to the Goods shall not pass to the Customer until BPS has received payment in full (in cash or cleared funds) for:
- 3.2.1 those particular Goods; and
- 3.2.2 any other goods or services that BPS has supplied to the Customer in respect of which payment has become due.
- 3.3 Until title to Goods has passed to the Customer, the Customer shall:
- 3.3.1 hold such Goods on a fiduciary basis as BPS’ bailee;
- 3.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and store the Goods separately from all other items held by the Customer so that they remain readily identifiable as BPS’ property whilst maintaining the Goods in satisfactory condition and keeping them insured against all risks for their full price from the date of delivery;
- 3.3.3 notify BPS immediately if it becomes subject to any of the events listed in clause 7.2; and give BPS such information relating to the Goods as BPS may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 3.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 7.2, or BPS reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, irrevocably affixed to land or incorporated into another product, BPS (without limiting any other right or remedy it may have) may at any time require the Customer to deliver up any Goods to which BPS retains title and, if the Customer fails to do so promptly, BPS or its representatives may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 4.1 BPS shall deliver Goods, in accordance with the method specified in the Order. Delivery of the Goods shall be made either:
- 4.1.1 subject to clause 4.2.1 below, to the location set out in the Order or such other location as the parties may agree (“Delivery Location”) at any time after BPS notifies the Customer that the Goods are ready. The Customer shall provide BPS with access to the Delivery Location in order that the delivery of the Goods may be carried out. The Customer must notify BPS promptly of any days or part days when such access to the Delivery Location will be unavailable.; or
- 4.1.2 the Customer shall collect the Goods from BPS’ premises or such other location as may be advised by BPS prior to delivery (“Delivery Location”) within five (5) days of BPS notifying the Customer that the Goods are ready to be collected.
- 4.2 Delivery of the Goods shall be completed:
- 4.2.1 in the case of clause 4.1.1 on the Goods’ arrival on BPS’ delivery vehicle, on hard road, unloaded, at the Delivery Location, and the Customer shall be responsible for unloading of goods from the delivery vehicle and any further movement of goods including where BPS’ delivery vehicle is driven off hard road and/or where BPS’ representative assists with unloading and the Customer shall indemnify BPS against all liability arising from or related to such unloading.; or
- 4.2.2 in the case of clause 4.1.2 delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. BPS shall not be liable for any delay in delivery of the Goods that is caused by causes beyond its control or unavailability of access to the Delivery Location or the Customer’s failure to provide BPS with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- 4.4 If BPS fails to deliver Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. BPS shall have no liability for any failure to deliver goods to the extent that such failure is caused by an event beyond BPS’ control or the unavailability of access to the Delivery Location or the Customer’s failure to provide BPS with adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 4.5 If the Customer fails, in the case of clause 4.1.1 to accept delivery, or in the case of clause 4.1.2 to take delivery, of the Goods within five (5) days of BPS notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by events beyond the reasonable control of the Customer or BPS’ failure to comply with its obligations under the Contract, delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth day after the day on which BPS notified the Customer that the Goods were ready and BPS shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If fourteen (14) days after the day on which BPS notified the Customer the Goods were ready for delivery the Customer has not accepted delivery of them, BPS may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any sum received from the Customer as payment of the price of the Goods and any excess over the price of the Goods disposed of or charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Customer shall not be entitled to reject any delivery of goods if up to and including 10% more or less than the quantity of goods ordered is delivered, but a pro rata adjustment shall be made to the invoice in respect of the Order under which the Goods were delivered. Any discrepancy between the quantity of goods ordered and the quantity of goods delivered must be notified in writing to BPS within five (5) days of delivery.
- 4.8 BPS may deliver or procure delivery of the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.9 Immediately on delivery the Customer shall inspect the Goods delivered and inform BPS in writing of any shortage or any defect apparent on normal visual inspection. The Customer shall check, complete and send to BPS immediately following delivery the relevant delivery documents provided by BPS (“Delivery Documents”) to confirm that the Goods are delivered and defect free, or otherwise, as the case may be.
- 4.10 Completion of the Delivery Documents by the Customer or by the Customer’s representatives at the Delivery Location confirms the Customer’s agreement that the Customer has been given a reasonable opportunity to inspect the Goods delivered and that such Goods have been inspected.
- 5.1 The price of the Goods shall be the price set out in the Order, or, if no price is set out, the price given in BPS’ published catalogue or price list in force as at the date of delivery.

- 5.2 BPS may by giving notice to the Customer before delivery, increase the price of goods to reflect any increase in cost due to:
- 5.2.1 any factor beyond BPS' control (including, without limitation, foreign exchange fluctuations, increases in taxes and duties and increases in labour ,materials and other manufacturing costs;
- 5.2.2 any request by the Customer to change the delivery dates of the Goods, the quantities or types of Goods ordered; or
- 5.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give BPS adequate or accurate information or instructions.
- 5.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, and amounts in respect of value added tax, all of which shall be invoiced to and payable by the Customer in the same manner as the price of the Goods.
- 5.4 BPS may invoice the Customer for the Goods at any time after delivery and payment of such invoices is to be made within 30 days of the end of the month in which the Goods are delivered).
- 5.5 There will be an administration charge to the Customer on all overdue credit accounts which will be calculated at a rate of 11.2% per month on the outstanding overdue balance from time to time.
- 5.6 In the event that the amount outstanding at any time exceeds the permitted credit account limit, a request will be made to the Customer for a payment on account to bring the account within that limit. The credit limit may be reviewed at any time by BPS save that there will be no administration charge payable in respect of any outstanding overdue balance arising solely as a result of such adjustment.
- 5.7 In the event of non-payment, in accordance with these Conditions the whole of the price for all goods supplied to the Customer shall become due and payable.
- 6 Customers must obtain the permission of BPS to return unwanted Goods or materials. Should BPS agree to the return a re-stocking fee of not less than 10% of the selling price will be charged. BPS cannot accept for return any Goods ordered in as 'Specials' at the Customers request unless BPS' supplier agrees to take the Goods back upon which there will be a minimum re-stocking charge of 25% of the selling price or greater as determined by BPS' supplier.
- 7.1 If the Customer becomes subject to any of the events listed in clause 7.2 below, or BPS reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to BPS, BPS may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and BPS where such deliveries relate to Goods for which BPS has not received payment without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 7.2 For the purposes of clause 7.1 above, the relevant events are:
 - 7.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - 7.2.2 the Customer 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 other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 7.2.3 (being a company) 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 Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - 7.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - 7.2.5 a creditor or encumbrancer of the Customer attaches 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;
 - 7.2.6 (being a company) an application is made to court, or an order is made, for the
- 7.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- 7.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- 7.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.2.1 to clause 7.2.8 (inclusive);
- 7.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- 7.2.11 the Customer's financial position deteriorates to such an extent that in BPS' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 7.2.12 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 7.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 8.1 Nothing in these Conditions shall limit or exclude BPS' liability for:
 - 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 8.1.2 fraud or fraudulent misrepresentation;
 - 8.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 8.1.4 defective products under the Consumer Protection Act 1987; or
 - 8.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 8.2 Subject to clause 8.1:
 - 8.2.1 BPS shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 8.2.2 BPS' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods supplied under that Contract.
- 9.1 BPS may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of BPS.
- 9.2 Any provision (or part of any provision) of the Contract found to be invalid, illegal or unenforceable by any court of competent authority shall to the extent required by deemed to be deleted and the validity of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 9.3 Waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach of default. No failure or delay in exercising any right or remedy (under the Contract or law) shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.4 A person who is not a party to the contract shall not have any rights under or in connection with it.
- 9.5 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

IMPORTANT: In order to process this application I/We authorise Building & Plumbing Supplies Ltd to take up any references that may be considered necessary. If credit facilities are granted I/We undertake to abide by the Conditions of Trading stated above. **(In the case of partnerships ALL partners must sign)**

Full Name or Trading Title for the Account -----

Authorised Signatory: (1) ----- (2) ----- (3) -----

Name (in block capitals): (1) ----- (2) ----- (3) -----

Position: (1) ----- (2) ----- (3) -----

Date: (1) ----- (2) ----- (3) -----