



Credit Account Application Form

Sole Propreitor / Partner/ Director Details (delete as applicable)

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 / /

FULL Address:
..... Postcode

Previous Address
(if lived at current property for less than 3 Years) Postcode

FULL Name Date of Birth / /

FULL Address:
..... Postcode

Previous Address
(if lived at current property for less than 3 Years) Postcode

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

Directors/Partners (contd)

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

Please list account names
.....

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

FULL Name Your Account No.
(Trade Reference 1)
FULL Address: Tel No.:
..... Postcode Credit Limit:

FULL Name Your Account No.
(Trade Reference 2)
FULL Address: Tel No.:
..... Postcode Credit Limit:

FULL Name Your Account No.
(Trade Reference 2)
FULL Address: Tel No.:
..... Postcode Credit Limit:

We reserve the right to obtain a Personal Guarantee. Should this be the case we will provide the Personal Guarantee document for completion and signature and the opening of your Account will be conditional upon receiving the signed Personal Guarantee. Any individual signing a Personal Guarantee is advised to take independent legal advice.



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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.

Order References (tick appropriate box)

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

Main Trade Branch (tick appropriate box)

Which of our branches will be your main point of contact with BPS Ltd?

- bps Bidford-on-Avon
- bps Cirencester
- bps Leamington Spa
- bps Shipston-on-Stour
- bps Southam
- bps Tewkesbury
- bps GardenForce
- bps Timber
- bps Dorline

General Data Protection Regulations

I/we the Customer give consent for you BPS to process my/our personal data noted on this agreement and transmitted to you in future messages for the purpose of providing you with credit for Goods pursuant to any Contract. I/we the Customer additionally authorise you to communicate my/ our personal data to third parties who are a necessary adjunct to the provision of credit, such as, but not limited to: other lenders and credit reference agencies. If you do not wish us to carry out such a search then please do not complete this form. We may need to disclose your information to our agents. We will record your purchasing preferences and may use your information for marketing. We may pass your information to other carefully selected third parties and we, or they may wish to contact you with offers of goods or services which may interest you. Further information is contained in our Privacy Policy at www.bpslifestyles.co.uk

1. Please tick here if you do not want us to contact you with information about goods and services which we feel may be of interest to you
By **post** **telephone** **email**
2. Please tick here if you do not want us to disclose your personal data to selected third parties (including other companies within our group) so that they can provide you with information about their goods or services.

I/we the Customer understand that I /we may withdraw consent at any time and once our business relationship is at an end I/we may request that you delete it. Customer Initial :

IMPORTANT CHECK LIST

1. Please read through our Terms & Conditions of Trading on the following pages
2. Sign the Customer Declaration at the end of the document.
3. Provide One of the following as proof of identity
 - i) **Limited Company:** Company Letterhead
 - ii) **Sole Trader / Partnership:** Proof of your home address, such as a bank, building society or credit card statement, or a recent utility bill.

We will then be able to process your application.

Office Use Only

Account No. Date Approved Credit Limit

Terms & Conditions of Trading (“Conditions”)

If you are a consumer you have certain statutory rights regarding the return of defective goods and claims in respect of losses caused by our negligence or failure to carry out obligations. These Conditions do not affect your statutory rights.

1 The Contract

- 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 and may not be altered unless agreed in writing. 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, 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 including any design drawings or specification given to BPS.
- 1.3 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.
- 1.4 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 sole discretion without giving a reason.

2 Goods

- 2.1 Goods are described in BPS’s catalogue. These are for general guidance only and statements therein shall not constitute representations by BPS. 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.
- 2.1.1 BPS shall not be liable for any misrepresentation as to the condition of the Goods, fitness for purpose, or as to quantity or measurement unless the representation is:
- 2.1.1.1 confirmed in writing.
- 2.1.1.2 fraudulent.
- 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 such reasonable time to be determined at the discretion of BPS.
- 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 also apply to any repaired or replacement Goods supplied by BPS.

3 Title and Risk

- 3.1 Risk in the Goods shall pass to the Customer on 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 the Goods or any other Goods for which payment is 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.
- 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, BPS and or its representatives may enter any premises of the Customer or of any third party where the Goods are stored or believed to be stored in order to recover them.

4. Delivery and Inspection

- 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 arrival of the Goods on a BPS delivery vehicle on a hard road surface, unloaded at the Delivery Location, such unloading to be the responsibility of the Customer and which must be undertaken at reasonable speed
- 4.2.2 If any further movement of vehicle or Goods including if a BPS delivery vehicle is driven off hard road and or where a BPS representative(s) is required to assist with unloading is required, the Customer shall indemnify BPS against all and any liability arising from such further movement or unloading, including but not limited to fuel cost, labour and transport.
- 4.2.3 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 shall not be of the essence of the contract. BPS shall not be liable for any delay in delivery of the Goods that is caused by causes beyond its control

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- 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.
- 4.5 BPS shall have no liability for any failure to deliver goods to the extent that 5.7 Late payment will incur interest at 8% above the Bank of England base rate pursuant to the Late Payment of Commercial Debts (Interest Act) 1998. BPS is also entitled to charge compensation in respect of late payment and in certain circumstances recovery charges. 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.
- 4.5.1 For the avoidance of doubt BPS will not be liable for any damages whatsoever whether direct or indirect (including any liability to a third party) resulting from any delay in delivery of the Goods, or failure to deliver the Goods in a reasonable time howsoever the delay or failure is caused.
- 4.6 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 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).
- 4.7 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.
- 4.7.1 BPS may in any case recover its losses caused by a failure to take delivery or make collection.
- 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 or treat the Contract as repudiated.
- 4.9 Immediately on delivery the Customer shall inspect the Goods delivered and inform BPS immediately by telephone and in writing within 3 days 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.
- 4.9.1 Liability for short delivery is limited to making good the shortfall
- 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 visually inspect the Goods delivered and that such Goods have been inspected.
- 5 Price and Payment**
- 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, he 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 (unless a cash sale) is to be made within 30 days of the end of the month in which the Goods are delivered.
- 5.5 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.
- 5.6 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.
- 5.8 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.
- 6 Insolvency**
- 6.1 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.
- 6.2 For the purposes of clause 6.1 above, the relevant events are:
- 6.2.1 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;
- 6.2.2 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;
- 6.2.3 (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;
- 6.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;
- 6.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- 6.2.6 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- 6.2.7 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

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7 Liabilities

- 7.1 Nothing in these Conditions shall limit or exclude BPS' liability for:
 - 7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 7.1.2 fraud or fraudulent misrepresentation;
 - 7.1.3 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 7.2 Subject to clause 7.1:
 - 7.2.1 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
 - 7.2.2 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.

8 Compliance - General Data Protection and Bribery

- 8.1 BPS will ensure personal data is collected, stored and disposed of in a manner compliant with the requirements of the General Data Protection Regulations (“the GDPR”) and as set out in its Privacy Policy
- 8.2 The Customer shall ensure that in any dealings with BPS, neither the Customer nor its employees shall commit any breach of its obligations under the GDPR. The Customer shall inform BPS immediately if it becomes aware of any actions between the parties that could constitute a personal data breach under the GDPR.
- 8.3 The Customer shall ensure that in any dealings with BPS, neither the Customer nor its employees or agents shall commit any offence under the

Bribery Act 2010 (“the Act”) including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. The Customer shall inform BPS immediately if it becomes aware of any actions between the parties that could constitute an offence under the Act.

9 General

- 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 If any clause or sub-clause of these conditions is held by a competent authority to be invalid or unenforceable the validity of the other clauses or sub-clauses shall not be effected and shall remain in full force and effect.
- 9.3 The customer will unconditionally, fully and effectively indemnify BPS against all loss, damages, expenses and costs on an indemnity basis awarded against or incurred by BPS in connection with, paid by BPS or agreed to be paid by BPS in settlement of any claim by a third party arising out of the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such, loss, damage, cost or expenses is caused by the negligence of BPS.
- 9.4 The Waiver by BPS of any breach of default of these Conditions shall not be construed as a continued Waiver, nor as a Waiver of any subsequent breach of these Conditions.
- 9.5 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.

CUSTOMER DECLARATION

I/We the undersigned apply to Building and Plumbing Supplies Limited for credit facilities and declare that the information given above is accurate. I/We agree to trade on Building and Plumbing Supplies Limited’s Terms and of Conditions of Sale as are applicable at the date of the transaction and confirm that I/We have read the Terms and Conditions of Sale contained in this form. Building and Plumbing Supplies Limited reserves the right to terminate this Agreement for credit forthwith without notice upon breach by the customer of any Terms and Conditions and all amounts then outstanding will become due forthwith. Thereafter interest will be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Full Name or Trading Title for the Account

Authorised Signatory: (1) (2)

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

Position: (1) (2)

Date: (1) (2)

Authorised Signatory: (3) (4)

Name (in block capitals): (3) (4)

Position: (3) (4)

Date: (3) (4)