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| **HRPTrade.co.uk** 1 Lonebarn LinkSpringfield Business ParkChelmsfordCM2 5ARPhone: 01245 458616Accounts Fax: 01245 200707***Trade Credit Application*** |
| Company Name: | Legal Entity: | Limited Co/Partnership/Sole Trader/LLP |
|  |
| Invoice Address: | Registered Office: (If same as Invoice address leave blank) |
|  |  |
| Post Code: |  | Post Code: |  |
| Tel No: |  | Fax No: |  | Mobile NumberFor Parcel Tracking: |  |
| Contact Name:  |  | Company Registration No: |  |
| Order confirmation & Tracking Email:  |  | Vat Registration No: |
| Accounts Email: |  | Established (No. of Years): |
| Partner 1/Director 1 | **Partner 2/Director 2** |
| Name: |  | Name: |  |
| Home Address: | Home Address: |
|  |  |
| Post Code: |  | Post Code: |  |
| Bank Reference | **Trade Reference 1** | **Trade Reference 2** |
| Name: |  | Company Name: |  | Company Name: |  |
| Contact Name: |  | Contact Name: |  | Contact Name: |  |
| Address: | Address: | Address: |
|  |  |  |
|  |  |  |  |  |  |
| Telephone No: |  | Telephone No: |  | Telephone No:  |  |
| Duration of Relationship:  |  | A/C Open Since:  |  | A/C Open Since:  |  |
| Credit Limit: |  | Credit Limit:  |  |
| Expected Monthly Sales:  | £  | Max Amount of Credit Required:  | £  |
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| 1. I have read and understood the Company’s Terms and conditions for the Supply of Goods and Service and agree to abide by them.
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| 1. I am aware that the Company must be notified of any discrepancies or queries as follows:
	* Invoice queries or Product quantity or description problems – within 7 days of receipt
	* Faulty products – please refer to Terms and Conditions overleaf.
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| 1. I confirm acceptance of the Company payment terms of 30 days from end of month of invoice date.
2. I give my consent to a credit search being made on me as owner/partner or director of this organisation both now & at any future date. I understand this search will be recorded by the agency & may be disclosed to subsequent enquirers.
3. I the undersigned as an Officer of the applicant business hereby personally guarantee payment of all monies due for goods supplied by the company and in accordance with their terms and conditions of sale, a copy of which I acknowledge having received.

(To be signed by a director/partner of the company authorised to agree such matters.) |
| Signatory 1 |   Date: | Print Name: |  Position: |
| Signatory 2 |   Date: | Print Name: |  Position: |

***Terms and conditions:***

**DEFINITIONS:**
The term "Company" shall mean HRPTrade.co.uk or any of its associated web sites or representatives.
The term "Customer" shall mean any person, firm or company who purchases goods or services from the Company.
**CONDITIONS:**
These conditions apply to and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply and sale of goods or services by the Company.
These conditions supersede any terms and conditions contained in any Customer's order unless otherwise agreed in writing by the Company.
**PUBLISHED PRICES:**
Orders placed will be charged at prices current at the time of delivery.
**VALUE ADDED TAX:**
All prices quoted are exclusive of Value Added Tax unless otherwise stated.
**ORDERS:**
Orders placed via the website will be automatically downloaded periodically during the business day (Mon-Fri), these will then be processed and dispatched, subject to stock availability, any out of stock items will be advised via email and placed on back order with our supplier unless cancelled by the customer via email notification to ourselves. Goods dispatched will be confirmed via an invoice consigned with the actual stock delivery to the customer.

**PRODUCT IDENTIFICATION:**
It is the duty of the Customer to order the correct part. The company shall deliver the product ordered and accepts no responsibility for inaccurate advice supplied by a third party to the customer in the identification of the part required, whether through commercial recommendation or technical diagnosis.
**Out of Stock Items:**
In the unlikely event of products not being available for same day dispatch, the company will notify the customer via email on the day the order is received and they shall have the right to cancel or change their order accordingly, for example we will order the item from the manufacturer, however there will be no control over the delivery lead time as this is dependent upon the individual manufacturers.

**Returns policy for items that were either ‘Not in Stock’ or were classed as ‘Specials’ at the time of ordering:**

The Company will not accept the return of any goods that were not stated as being ‘In stock’ on the HRP Trade website at the time of ordering. However, if you require us to request special consideration from the particular product manufacturer, you must accept financial responsibility for all carriage costs incurred in delivering the unwanted goods for consideration. For any return to be considered, HRP Trade must be notified via email to returns@hrptrade.co.uk within 30 days of ordering, quoting the original delivery note/Invoice number. PCB's and any gas carrying or gas controlling parts are non-returnable. Goods accepted for return, in a resalable condition, will be subject to a restocking charge to be determined upon inspection and notified to customers via email. Cancellation of orders for non-stocked items will not be accepted.

**Returns policy for Goods that were confirmed as being in stock at the time of ordering:**

The company will not accept the return of any goods unless they are accompanied by a valid HRP Trade good return reference which must be obtained by emailing Returns@hrptrade.co.uk, stating the reason for the return. When the goods are returned, the original delivery note/Invoice number must be quoted, supported by the goods return reference. All costs incurred in returning the goods are to be borne by the customer. PCB's and any gas carrying or gas controlling parts are non-returnable. Goods accepted for return, in a resalable condition, will be subject to a restocking charge to be determined upon inspection and notified to customers via email.

**PARTS CLAIMED TO BE FAULTY AND REQUIRE REPLACEMENT UNDER MANUFACTURERS WARRANTY.**
Such items must be returned to the Company together with the original invoice and goods return reference. The Company will return the product to the Manufacturer for inspection/testing. If the item is found to be faulty and the manufacturer agrees to credit, the Company will raise the appropriate credit to the Customer account.

**DESCRIPTION AND QUALITY:**
Illustrations, descriptions, weights, and technical data in any of the Company's catalogues whether in paper or electronic format, price lists and statements (written, or oral) made by any representative of the Company are provided to give Customers an approximate picture and description only and do not form the basis of any contractual liability. No warranty or condition that the article shall accord with such illustration, description or statement is to be implied and any warranty or condition capable of or arising is hereby excluded.
Designs of goods are subject to alteration without notice.
All quotations given and sales made are upon the condition that although goods supplied are of sound commercial quality and are fit for purpose, the Company accepts no liability as to their suitability for any purpose other than that specified in writing by the Customer at or prior to the time of sale.
 **LIMITATION OF LIABILITY:**
The Company shall not be liable in any circumstances to the Customer whether by way of indemnity or by reason of breach of contract or negligence or of breach of statutory duty or otherwise for
loss or damage of any kind, whether direct, indirect or consequential.
The undertaking as to title in Section 12 of the Sale of Goods Act, 1979 is not excluded.
Where the Customer deals as Consumer (as defined in Section 12 of the Unfair Contract Terms Act, 1977) the undertakings implied by sections 13,14,15, of the Sale of Goods Act, 1979 and are
not excluded and the Customer's statutory rights are not affected. The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence. The Company does not exclude any liability which it may incur under the Consumer Protection Act, 1987 for damage as defined in Section 5 of the Act.
**RETENTION OF TITLE AND RISK:**
The risk in the goods shall pass to the Customer on delivery.
Title to the goods shall remain vested in the Company after delivery until payment of all sums (whether arising out of this or any other contract) has been made in full to the Company. As long as title in the goods remains vested in the Company and the goods are in possession or under the control of the Customer, the following provisions will apply.
The Customer may (unless otherwise notified in writing by the Company) use, sell or otherwise deal with the goods in the ordinary course of business.
The Customer shall separately store and keep clearly identified the goods from other goods.
The Company may at any time on giving prior notice, enter the premises of Customer for the purpose of inspecting and identifying the goods and the Customer irrevocably authorised the Company to enter upon its premises for that purpose.
The Customer's powers above shall automatically cease if a receiver is appointed over any assets of the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary Liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of, or makes any arrangement or composition with Creditors or commits any act of bankruptcy.
Upon determination of the Customer's powers above the Customer shall place the goods at the disposal of the Company, who shall be entitled to enter upon any premises of the Customer for the purpose of removing goods from the premises (including severance from realty where necessary)
If goods are returned or repossessed in accordance with the foregoing provisions the Company shall repay to the Customer any sums received from the Customer in part payment of the price of the goods up to a maximum amount equal to the current market value of the goods based on their condition at the time of return or repossession and after deducting all costs and expenses of the company in having the goods returned or repossessed and subject also to any right of set off the Company may have in respect of other sums owing by the Customer to the Company.

**DELIVERY:**
All in stock goods ordered prior to the cut off time of 4.30pm will be delivered via courier on a ‘Next Business Day’ basis unless selected otherwise (e.g. the customer may select a Pre-12 delivery). We cannot be held liable for any circumstances that prevent our nominated carriers from delivering these goods, that are outside of our control, once the consignment has left the companies premises and been accepted on the carriers manifest.

Next day delivery refers to business days, Monday to Friday, any orders placed or received on Saturday or Sunday will not be serviced until the following business day. Orders placed on a Friday may not arrive until the following business day if placed after the cut off time.

**Payment of credit accounts**

Our standard credit terms are 30 days from end of month following invoice date. E.G an invoice dated 1st January will become due for payment on the last business day of February.

**Methods of payment accepted:**

1. Bank Transfer (BACS/Internet Banking): Natwest Bank, Sort Code 60-02-30, Account Number 65543165
2. Cheque: Please make cheques payable to “HRP Trade” and forward by post to HRP Trade, 20 Baynes Place, Waterhouse Business Park, Chelmsford, Essex, CM1 2QX.
3. Company Debit Card subject to a 0.5% additional transaction processing fee
4. Company Credit card subject to a 2% additional transaction processing fee

 We will allow 4 working days for the payment to be received in cleared funds after the due date. Any queries relating to your account need to be raised asap to accounts@hrptrade.co.uk and we will respond to these as they are received. We do not accept delay in payment caused by queried invoice entries, returns awaiting credit or cancelled orders. We do not recognize or accept internally raised debit notes. Failure to adhere to the above payment terms will result in your account being placed on hold.

**INTELLECTUAL PROPERTY:**

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1.7 From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

1.8 You may not create a link to this website from another website or document without Direct Heating Plumbing Merchants Limited prior written consent.

1.9 Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

**SERVICE ACCESS**:

2.1 While we endeavor to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

2.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

 **Cut off times:**

Cut of times will be clearly displayed on the website at point of order.

**CANCELLATION OF ORDERS:**
The Company reserves the right to charge the Customer for all costs incurred on cancelled orders.
**EXAMINATION OF GOODS:**
Goods must be examined at the point of delivery and acceptance of the parcel/consignment.
**CARRIAGE:**
Carriage charges will be invoiced to the Customer at rates stated at point of order on our website.

**LAW:**
The Contract between the Company and the Customer for the supply of goods or services which includes these terms and conditions shall be governed and construed and shall take effect in accordance with the laws of England and Wales.

**Customer signature:**

