SPARESBASE

ACCOUNT APPLICATION FORM

Business Trading Name:

Business Trading Address:

Post Code:

Telephone No:

Mobile No:

Email Address:

Type of Business (Tick One):

Ltd ☐ PLC ☐ Sole Trader ☐ Partnership ☐ Other ☐ Please Specify:

Company Registration No:
(If applicable)

Registered Office:
(If different from trading address)

Post Code:

Parent Company Name:
(If applicable)

Ultimate Holding Company Name: (If applicable)

Nature of Business (Tick one):

Bathroom Installer ☐ Commercial ☐ Domestic Plumbing & Heating ☐ Renewables ☐

New Build ☐ M & E ☐ Other ☐ Please Specify:

Gas Safe Number:
(If applicable)

Date Business Established:

No. of Employees:

Previous Address in Last Two Years: (If applicable)

Post Code:

Annual Turnover: £

Estimated Monthly Plumbing Spend: £

Account Type:
(Tick one)

Credit ☐ Cash ☐ If Cash, Please Continue to Page 3.

Monthly Credit Required (£):

Proof of ID:
(Tick one and attach)

Passport ☐ Driving Licence ☐ Other Please Specify:

Proof of Address: (Tick one and attach - Must be dated within one month)

Bank Statement ☐ Utility Bill ☐ Other Please Specify:

TRADE REFERENCE 1:

Name:

Address:

Postcode:

Telephone:

Email:

TRADE REFERENCE 2:

Name:

Address:

Postcode:

Telephone:

Email:

DIRECTOR / SOLE TRADER DETAILS

Names, Home Addresses and D.O.B of all Directors, Partners or Sole Traders.

Name:

Address:

Postcode:

DOB:

Name:

Address:

Postcode:

DOB:

Name:

Address:

Postcode:

DOB:

BANK DETAILS

Account Holder Name:

Bank Name:

Sort Code:

Account Number:

INVOICES & STATEMENTS

Contact: (If different from main contact details on page one)

Email Address:

Telephone Number(s):

PURCHASE ORDERS

If you have specific purchase order requirements or authorised purchasers, please state:

Attach a copy purchase order if applicable.

I/WE APPLY TO OPEN A CREDIT ACCOUNT WITH SPARESBASE.

I/We understand that your credit terms are that payment is due promptly at the end of the month following the date of invoice and that, if granted credit, I/We agree to pay in accordance with these terms. I/We also acknowledge and accept the Terms and Conditions detailed on Page 4 of this application.

Sparesbase shall use the information in this application for credit assessment including the taking up of a bank reference or any other credit check to facilitate the opening of the credit account. The following should be noted:

- A credit check with a credit agency, including ID verification, may form part of this process and ongoing checks undertaken whilst the credit account is maintained
- The credit reference agency will record any checks made
- Such credit checks may relate to any director of the company where this application is made on behalf of a limited company

Guarantee Agreement (Ltd, Plc & CIC only): By signing below, each signatory also separately confirms and agrees ((i) that they have read the Guarantee Standard Terms ('Guarantee Terms') set out below (ii) that they have had sufficient opportunity to seek independent legal advice about those terms if they require this (iii) that in consideration of the Company promising and /or providing the Customer with a Trade Credit Account or such credit facilities as the Company sees fit, the signatory personally guarantees to the Company (and its successors, transferees and assignees), to pay on demand the Guaranteed Obligations whenever the Customer does not pay any of the Guaranteed Obligations when due (iv) that the Guarantee Terms shall apply to this Guarantee Agreement. **(Should be signed by all director(s), partners(s), of proprietor of the business)**

STANDARD GUARANTEE TERMS

a. Where any person(s) ("the Guarantor") enter(s) into this Guarantee Agreement (Guarantee), these Standard Guarantee Terms shall apply.
b. In these Standard Guarantee Terms "Guaranteed Obligations" means all monies, debts and liabilities of any nature from time to time due, owing or incurred by the Buyer to the Company including those under or in connection with any present or future credit facilities (including any increase in credit limit) provided by the Company to the Buyer.
c. This Guarantee shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Company by the Buyer in respect of the Guaranteed Obligations.
d. The liability of the Guarantor under this Guarantee shall not be reduced, discharged or otherwise adversely affected by: (i). any act, omission, matter or thing which would not have discharged or affected the liability of the Guarantor had it been a principal obligor instead of a guarantor; or (ii). any other act or omission except an express written release by deed of the Guarantor by the Company.
e. The Company shall not be obliged, before enforcing any of its rights/remedies under this Guarantee, to take any action against the Customer/another person.
f. This Guarantee is in addition to and shall not affect/be affected by or merge with any other judgment, Security, right or remedy obtained or held by the Company from time to time for the discharge/performance of the Company of the Guaranteed Obligations.
g. Notwithstanding any valid notice of termination, the liability of the Guarantor under this agreement shall continue in full force and effect in relation to all Guaranteed Obligations which
i. have become due on/before the Termination Date; and ii. may become due, owing or incurred by the Customer to the Company before, on or after the Termination Date under any commitment, expressed or implied, assumed or undertaken by the Company to the Customer before the Termination Date.
h. The Guarantor as principal obligor and as a separate and independent obligation and liability agrees to indemnify and keep indemnified the Company (and its successors, transferees and assignees) in full and on demand from and against all and any losses, costs (including legal costs), claims, liabilities, damages, demands and expenses suffered or incurred by the Company arising out of, or in connection with, the Guaranteed Obligations becoming irrecoverable for any reason or any failure of the Company to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.
i. The Company (and its successors, transferees and assignees) may at any time assign, transfer or deal in any other manner with any or all of its rights under this deed.

SIGNATURE SECTION FOR ACCOUNT APPLICATION AND GUARANTEE AGREEMENT

Signed:	Print Name:	Position:	Date:

INFORMATION NOTICE

By signing this form, you acknowledge that we can use the information provided in a number of ways, for example:

- To provide quotations, sales orders and sales invoices
- Monitoring business
- Administering the credit account, including records of conversations when taking payment and sending statements

You can find our Privacy Policy on our website.

What next?

Once your application has been returned to your local branch or representative, it will be processed and reviewed by our Credit Office. We will confirm in writing once your account is open and ready to use.

OFFICE USE ONLY

Comments:			
Branch:		Branch Number:	
Branch Manager: (Signature)		Date:	
Credit Office: (Authorised by)		Date:	
Account Number:			

TERMS AND CONDITIONS

1. DEFINITIONS
a. "Company" shall mean UK Plumbing Supplies Ltd.
b. "Buyer" shall mean any person, firm or company who purchases goods or services from the Company.

2. TERMS AND CONDITIONS
These terms and 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 terms and conditions supersede any terms and conditions contained in any Buyer's order unless otherwise agreed in writing by the Company.

3. QUOTATIONS
Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of thirty days from the date of quotation. Should a quotation not be accepted within thirty days the quotation may be subject to alteration to take account of any increase in costs. In addition the quotation may be withdrawn by the Company at any time prior to acceptance in writing. Stenographical errors or clerical errors, if any, are subject to subsequent correction.

4. PRICES
The Company reserves the right to vary prices, discounts, surcharges or rates of interest at any time without notice. Orders placed will be charged at prices current at the date of despatch.

5. VALUE ADDED TAX
Unless otherwise stated in the quotation all prices are exclusive of Value Added Tax which will be charged, where appropriate, at a rate applicable at the date of despatch.

6. ACCOUNTS
a. Credit accounts can only be opened at the Company's discretion and subject to satisfactory references being given otherwise remittances must be sent with orders.
b. The Company will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. The Company may also make enquiries about the Buyer's directors with a credit reference agency. Unless agreed otherwise by the Company Goods shall be paid for by the last day of the month following the month in which the Goods were invoiced to the Buyer or when the Buyer is notified that the Goods are available for delivery.
c. The Company reserves the right to refuse credit facilities to a Buyer or to set a maximum amount of credit allowable upon each account or to alter suspend or withdraw credit facilities without explanation.
d. In the event of non-payment in accordance with the credit terms, the whole of the price for all Goods sold by the Company to the Buyer whether under this or any other contract, shall immediately become due and payable and the Company reserves the right at its option to cancel amend or postpone the further performance of its obligations whether under this or any other contract, without prejudice to any other right or remedy available to the Buyer. The Company reserves the right to charge the Buyer interest at the rate of 8% per annum above the Bank of England base lending rate from time to time until payment is made in full and to pass on in full the amount of any debt collection charges it may incur as a result of the Buyer's delay or default in payment.
e. Any queries on an invoice must be raised in writing by the Buyer within 1 month of the invoice date, otherwise the invoiced amount shall be deemed to be accepted by the Buyer.
f. The Company may request copies of bank statements and other financial information from the Buyer or any guarantor to assess a requested increase in credit limit.

7. DESCRIPTION AND QUALITY
Illustrations, descriptions, weights and technical data in any of the Company's catalogues, price lists and statements (written or oral) made by any representative of the Company are provided to give its 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 the Company can accept no liability as to their suitability for any purpose other than that specified in writing by the Buyer at or prior to the time of sale and acknowledged by the Company in writing addressed to the Buyer and signed by a director of the Company prior to acceptance of the Contract.

8. GUARANTEE OF GOODS
The Company has the option to repair, replace or refund the purchase price of any Goods sold or supplied in the following circumstances only:-
a. where the Goods do not correspond to any written identifying description applied to them;
b. where the Goods prove to be unfit for a particular purpose which has been expressed in writing to and acknowledged in writing by the Company;
c. where the Goods prove to be defective and not fit for their ordinary purposes within 12 months of delivery or, if later, within the warranty period stated in writing to apply to the Goods by their manufacturer. The Company's liability under this clause shall be accepted by the Buyer in place of any warranty or condition whether expressed or implied by law.

9. SUPPLY OF SERVICES
The Company undertakes to provide services with reasonable skill and care. If defects due to a failure to exercise such skill and care occur within 12 months of the completion of the supply the Company undertakes to reasonably remedy the defects.

10. LIMITATION OF LIABILITY
a. Subject to clauses 10 b) c) d) and e) the Company's liability is limited to that provided in clauses 8 and 9 above. The Company shall not be liable in any circumstances to the Buyer whether by way of indemnity or by reason of breach of contract or tort (including negligence) or of breach of statutory duty or otherwise for any loss of profit or damage of any kind, whether direct, indirect or consequential.
b. The undertaking as to title in Section 12 of the Sale of Goods Act 1979 ("SGA") is not excluded.
c. Where the Buyer 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 SGA are not excluded and the Buyer's statutory rights are not affected.
d. Where the Buyer does not deal as a consumer, the terms implied by Sections 13 to 15 of the SGA and the terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.
e. The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence.
f. 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.
g. The Company's total liability to the Buyer 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.

11. TEST AND INSPECTION
Special tests or tests in the presence of the Buyer or the Buyer's representative will be charged to the Buyer unless otherwise agreed in writing. In the event of delay on the Buyer's part or their representative's part in attending such tests, after 5 working days' notice of the place and time of such tests, the tests will proceed in the Buyer's absence and shall be deemed to have been carried out in the Buyer's presence.

12. PASSING OF PROPERTY AND RISK
a) The risk in the Goods shall pass to the Buyer on completion of delivery.
b) Title to the Goods shall remain vested in the Company after delivery until payment in full for the Goods and any other Goods the Company has supplied to the Buyer has been made in full to the Company in cleared funds.
c) As long as title in the Goods remains vested in the Company and the Goods are in the possession or under the control of the Buyer, the following provisions will apply:-
i) the Buyer may (unless otherwise notified in writing by the Company) use, sell or otherwise deal with the Goods in the ordinary course of business;
ii) the Buyer shall separately store and keep clearly identified the Goods from other goods so that the Goods remain separately identifiable as the Company's property;
iii) until such time as title passes to the Company the Company may at any time enter the premises of the Buyer or of any third party where the Goods are stored in order to recover them;
iv) the Company may at any time require the Buyer to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product;
v) the Buyer's right to resell the Goods or use them in the ordinary course of its business shall immediately cease if the Buyer becomes subject to any of the events listed in clause 14;
vi) if Goods are returned or repossessed in accordance with the foregoing provisions the Company shall credit the Buyer any sums received from the Buyer 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 including restocking charges and subject also to any right of set off the Company may have in respect of other sums owing by the Buyer to the Company.

13. DELIVERY
a. Dates quoted for delivery are approximate only and therefore the time of delivery shall not be of the essence of the contract unless the Company confirms to the Buyer in writing a specific date, time and place of delivery.
b. The Company shall be entitled to make delivery by instalments and to invoice the Buyer separately for each instalment.
c. Where the Company offers delivery to a site nominated by the Buyer, its obligation shall be to deliver as near to the site as safety permits. The Buyer shall provide free of charge any labour or machinery required for the purpose of unloading, loading or stacking.
d. In the event of any Goods or any packing or container being delivered and deposited whether on the public highway or elsewhere, the Buyer shall be responsible for all steps which need to be taken for the protection of persons or property in relation to such Goods, packing or container and shall indemnify the Company in respect of all or any costs, claims, losses or expenses which the Company may incur as a result of such delivery.
e. The Company cannot accept liability for any direct or indirect loss arising from delays caused by fire, flood, loss or delay in transit. Strike, lockout or from any other cause beyond the Company's reasonable control.
f. All Goods must be inspected by the Buyer at the time of delivery. Without prejudice to the generality of the foregoing, the Company will not consider any claim relating to the condition of baths, sanitary goods or sink tops unless such loss or damage is notified to and acknowledged in writing by the Company through its driver or delivery agent. In relation to all other Goods the Company shall not be liable for any damage or loss or non-delivery of the whole or part of any consignment unless the Company and the carrier receive notification in writing within 5 working days of the date of supply.
g. The Company shall provide evidence (such as a delivery note) of the delivery of Goods supplied in response to a request from the Customer provided it is received within 1 month of the invoice date. If the Customer does not raise any query about delivery within such period, the Goods concerned shall be deemed to have been delivered in accordance with the Contract.

14. TERMINATION
a. Without limiting its other rights or remedies the Company may terminate this contract with immediate effect by giving written notice to the Buyer if:-
i. the Buyer commits a material breach of any term of this contract and (if such breach is remediable) fails to remedy that breach within 5 working days of that party being notified in writing to do so;
ii. the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purposes of a solvent restructuring) having a receiver appointed to any of its assets or ceasing to carry on business;
iii. the Buyer suspends, or threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
iv. the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.
b. Without limiting its other rights or remedies the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in clause 14 a. i to iv, or the Company reasonably believes the Buyer is about to become subject to any of them or if the Buyer fails to pay any amount due under the contract on the due date.
c. Without limiting its other rights or remedies the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
d. On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
e. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of breach of the Contract that existed at or before the date of termination.
f. Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. CANCELLATION OF ORDERS
The Company reserves the right to charge the Buyer for the price of the Goods together with all costs incurred on cancelled orders.

16. CARRIAGE
Carriage charges will be invoiced to the Buyer at rates which shall be determined by the Company from time to time unless specifically excluded in writing. When part deliveries are made on the Buyer's instruction the same conditions apply as for whole and complete deliveries.

17. OVERSEAS CONTRACTS
Special conditions apply for overseas contracts.

18. WAIVER
Any failure by the Company to enforce any or all of these terms and conditions shall not be construed as a waiver of any of the Company's rights hereunder.

19. RIGHTS OF THIRD PARTIES
For the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party any benefit or the right to enforce any term or condition hereof.

20. BUYER'S OBLIGATIONS
The Buyer shall:-
a. ensure the terms of any order or acknowledgment are complete and accurate;
b. co-operate with the Company in all matters relating to services supplied;
c. provide the Company, its agents, consultants and sub-contractors with access to the Buyer's premises or other facilities to enable the Company to provide any services being supplied;
d. obtain and maintain all necessary licences, permissions and consents which may be required for the supply of Goods or services by the Company to the Buyer;
e. comply with all applicable laws including, without prejudice to the generality of the foregoing, health and safety laws, Data Protection Act 2018, General Data Protection Regulations ("GDPR"), the Bribery Act 2010, Modern Slavery Act 2015 and Criminal Finances Act 2017.

21. COMPANY'S OBLIGATIONS
a. The Company undertakes to the Buyer to comply with all applicable laws including, without prejudice to the generality of the foregoing, all relevant health and safety laws, General Data Protection Act 2018, GDPR, the Bribery Act 2010, Modern Slavery Act 2015 and Criminal Finances Act 2017 and shall publish all necessary statements of compliance therewith on the Company's website.

22. LAW
The contract between the Company and the Buyer for the supply of goods or services which includes these conditions shall be governed and construed and shall take effect in accordance with the laws of England.

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