

**COMPANY INFORMATION** 

Company / Sole Trader Name								
Trading Style	Limite	ed Company		Sole Trader D PLC	] Partne	ership 🗆 🛛 LLP		
Nature of Business								
Trading Name								
Company Reg. No.				VAT No.				
Telephone No.				Mobile No.				
Invoice Address								
Delivery Address								
Approximate Monthly Spend	£500-£25	500 🗆		£5000-£10000 🗆		£10000 a	and above	
Proprietors if not a Limited Com	pany – Please continu	ie on a separa	te she	et if required		1		
Name				Name				
Private Address				Private Address				
Post Code				Post Code				
Home Telephone No.				Home Telephone No.				
Mobile No.				Mobile No.				
Date of Birth				Date of Birth				
Have any of the Directors or Part administration, IVA, CVA or beer					□ Yes □ No			
Sales Contact 1				Telephone No.				
Email					<u>.</u>			
Sales Contact 2				Telephone No.				
Email								
Accounts Contact				Telephone No.				
Email								
Your Method of Payment				BACS	🗆 Cash		🗆 Card	
Send preference for statements	5 🗆 🗆 Email		Post	Send preference for invo	ices	🗆 Email		🗆 Post
Email address for statements &	invoices							
		BANK	INF	ORMATION				
Bank Name				Account Name				
Sort Code				Account No.				
	PLEASE S	IGN DECLA	RAT	ION AT TOP OF PAG	6E 3			
1		Ri Units L Blackpole Ro	egistere 3 & 4, B bad, WC	d Office: lackpole East, wRCESTER. WR3 8SG and No. 2203536	h			

# **BUSINESS/TRADE REFERENCES**

Please provide the details of two Trade References		
Company name	Phone	
Address		
Company name	Phone	
Address		

A copy of your company letterhead, or for Sole Traders proof of current address (e.g. utility bill) MUST be attached to this form.

## PARTNERSHIP/SOLE TRADER ADDITIONAL INFORMATION

Please supply the details of three Electrical Wholesa	lers, or Merchants with whom you trade on a regul	ar basis
Company Name		Phone
Address		
Contact Name	Credit Terms	Credit Limit
Company Name		Phone
Address		
Contact Name	Credit Terms	Credit Limit
Company Name		Phone
Address		
Contact Name	Credit Terms	Credit Limit

# **CREDIT GUARANTEE**

In consideration of Worcester Electrical Distributors Ltd. agreeing to grant credit facilities to the applicant company. I jointly and severally guarantee payment of all sums payable, including any interest or late payment charges incurred. I agree that this account will be settled punctually, and that payment terms are 30 days from the end of the month of invoice, unless otherwise agreed in writing. Any payment terms agreed are subject to review and I understand credit facilities may be withdrawn if payment terms are not adhered to.

# **RETENTION OF TITLE**

I agree and accept that title to all goods supplied by Worcester Electrical Distributors Ltd. will not pass until payment is received in full, as per your Conditions of Sale, section 11 and all subsections thereof.

## **DATA PROTECTION**

Personal information includes any information which we, now or at any time in the future, may hold or use relating to you and your directors, officers, partners, associates, guarantors, employees, or other individuals associated with you. Where we refer to "you" or "your" we are referring to all such individuals. Personal information may come from or relate to: Directly or application by you for the provision of goods or services; what you may tell us about you (in whatever format) either in documents submitted to us or information published by you or about you; reports from third parties such as professionals, bankers, brokers and agents with whom you have had a business relationship, credit reference agencies, fraud prevention agencies, values and other responsible third parties employed by us; your transactions with us, which may include the names of members of your staff, your customers, their representatives, their contact details, your bank account and contact details and the financial and personal information of your directors, officers, partners, associates, guarantors, employees, or other individuals associated with you, or information that we may accumulate in assessing whether to commence or continue to operate such devices.

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# DECLARATION

I confirm that the information entered on this Credit Account Application Form is true and accurate in all respects.

By signing below, as an authorised signatory of the applicant Company, I confirm that I have read and agree to the above Credit Guarantee, Retention of Title Statement and your Conditions of Sale, as printed overleaf, and accept that all purchases will be subject to those terms. I have attached the following documentation: Company Letterbead

		Troof of Address e.g. ddinty bin (sole frader offiy)	
I consent to the Seller disclosing info	ormation supplied to conduct persona	al/commercial credit searches at any time	
I confirm that I am authorised as a D	Pirector of the Company, or am the pr	oprietor in the case of a Sole Trader or Partnership	
Signed		Print Name	
Position in Company		Date	

# FOR OFFICE USE ONLY

C/Limit		Branch	Rep	D&B C/L	Elec Roll	DirSearch	
Authorised	Ву		 Date		 Sent By	Post 🗆	
Other infor	mation / con	nments:					

Please email completed form to creditcontrol@worcesterelectrical.co.uk

Please visit our website: www.worcesterelectrical.co.uk for more information

ABERGAVENNY	BRIERLEY HILL	EVESHAM		
Units 14 & 15 Mill Street Industrial Estate	Unit 16 Enterprise Trading Estate	Unit 16 St Richards Road		
ABERGAVENNY	Pedmore Road	Four Pools Industrial Estate		
NP7 5HE	BRIERLEY HILL. DY5 1TX	EVESHAM. WR11 1XJ		
Tel: 01873 850062	Tel: 01384 70500	Tel: 01386 422199		
Email: abergavenny@worcesterelectrical.co.uk	Email: bhill@worcesterelectrical.co.uk	Email: evesham@worcesterelectrical.co.uk		
Branch Manager: Chris Silver	Branch Manager: Simon Ballance	Branch Manager: Ross Venables		
GLOUCESTER	HEREFORD	WORCESTER		
GLOUCESTER Unit 3 Brearley Court, Baird Road	HEREFORD Unit 12 & 13 Grandstand Business Centre	WORCESTER Units L3 & 4, Blackpole East		
Unit 3 Brearley Court, Baird Road	Unit 12 & 13 Grandstand Business Centre	Units L3 & 4, Blackpole East		
Unit 3 Brearley Court, Baird Road Waterwells Business Park	Unit 12 & 13 Grandstand Business Centre Faraday Road	Units L3 & 4, Blackpole East Blackpole Road		
Unit 3 Brearley Court, Baird Road Waterwells Business Park GLOUCESTER. GL2 2AF	Unit 12 & 13 Grandstand Business Centre Faraday Road HEREFORD. HR4 9NS	Units L3 & 4, Blackpole East Blackpole Road WORCESTER. WR3 8SG		
Unit 3 Brearley Court, Baird Road Waterwells Business Park GLOUCESTER. GL2 2AF Tel: 01452 725255	Unit 12 & 13 Grandstand Business Centre Faraday Road HEREFORD. HR4 9NS Tel: 01432 265500	Units L3 & 4, Blackpole East Blackpole Road WORCESTER. WR3 8SG Tel: 01905 755110		

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# **CONDITIONS OF SALE**

## GENERAL 1.

For the purpose of these conditions "the Company" means Worcester Electrical Distributors Ltd. and "goods" means any materials or service supplied by the Company. The ordering of goods from the Company will be considered to be an acceptance of the conditions and where any condition conflicts with that of a customer's Conditions of Purchase, the Company's condition shall apply. No amendment may be made to the following unless authorised in writing by a director of the Company.

## CREDIT ACCOUNTS

Prospective customers wishing to open a credit account should apply to the Company enclosing full details of address, two trade references and the name of their banker. Until the opening of an account has been confirmed by the Company in writing, goods will only be supplied on a pro-forma basis.

#### OUOTATIONS AND PRICING 3.

All quotations are made at current prices, but are subject to alteration inline with suppliers published list prices, without notice and goods will be charged at prices and discounts ruling at the date of despatch. The price and discount quoted will be applicable only to the quantity specified on the customer's enquiry. Any delivery times quoted are advisory only and may be subject to alteration dependent on supplier's delivery to the Company. The Company cannot accept responsibility for any loss suffered by the customer in respect of delay or price increase beyond the Company's control. The Company reserves the right to re-quote previous quoted items prior to accepting and actioning a subsequent order. Where no period is stated in the Company's quotation, the contents will be valid for 28 days.

## CARRIAGE AND DELIVERY 4.

The Company normally makes no charge for delivery within its van delivery area, but reserves the right to charge for delivery outside this area and for low value orders. If the goods have been specially brought in, the Company reserves the right to pass on any carriage charge made by its supplier. Delivery dates are given in good faith, but shall not amount to any contractual obligation to deliver at the time quoted. No liability for direct or consequential loss arising from delay will be accepted.

## ORDERS

Orders sent in confirmation of telephone instructions should be clearly marked as such, otherwise costs incurred by the Company as a result of duplications of an order will be charged to the customer. The Company cannot accept responsibility for cancellation if not made in writing to the Company. Any works charges incurred by the Company in respect of the cancellation of an order for non-stock items will be invoiced to the customer.

## CABLE DRUMS

Cable drums are charged in accordance with the manufacturer's terms and conditions

## DAMAGE, LOSS IN TRANSIT AND SHORTAGES

The Company will, when the price quoted includes delivery, repair or replace free of charge goods damaged in transit, provided the carriers and the Company receive written notice of such damage within three days of delivery. Goods should be checked, with the advice note enclosed with the goods, upon receipt and if received in a damaged or unsatisfactory condition, must be signed for as such. Shortages must also be notified to the carriers within three days of delivery, failing which no liability will be accepted. Non-delivery of goods must be reported in writing to the Company within three days of receipt of invoice or advice of despatch, whichever is the earlier.

## RETURNS

Goods correctly supplied may not be returned without written agreement. Goods so returned must be consigned carriage paid and be accompanied by full details stating the invoice number and date together with reason for return. Any article which has been supplied to special requirements cannot be accepted by the Company for return under any circumstances and in other instances a re-stocking charge will be imposed.

#### WARRANTY 9.

The Company's liability shall be limited to giving the customer the benefit of any guarantee given to the Company by the manufacturers.

### VALUE ADDED TAX 10.

Where applicable, Value Added Tax will be charged at the rate ruling at the date of despatch. Quotations are made exclusive of VAT but VAT may be shown as a separate item.

### 11. **RESERVATION OF TITLE**

11.1 The Seller retains legal and beneficial ownership of the products, as defined in the offer/sales agreement, until receipt of full payment of the whole price (principal amounts and incidentals) of said products and all other sums which are or which become due to the Seller from the Buyer on any account whatsoever.

- Until ownership of the goods has passed to the Buyer, the Buyer will: 11.2
  - hold the goods on a fiduciary basis as the Company's bailee; 11.2.1

11.2.2 store the goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

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- not destroy, deface or obscure any identifying mark or packaging on or relating to 11.2.4 not, without the Company's prior written consent, annexe any goods to its premises; and
- 11.2.5 maintain the goods in satisfactory condition.
- The Buyer may use and resell the goods in the ordinary course of its business before ownership has passed to it, provided that the Buyer will be permitted to make sales solely on the 11.3 following conditions:
  - any sale will be effected at full market value; 11.3.1
  - 11.3.2 any sale will be a sale of the Buyer's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale;
  - 11.3.3 the Buver will include a retention of title clause in the form of this Article 11 in its sale contract with its customer.
- The Buyer's right to possession, use and resale of the goods will terminate immediately if, before ownership of the goods passes to the Buyer in accordance with condition 11.1: 11.4 11.4.1
  - the Buyer becomes Insolvent;
  - 11.4.2 the Company gives the Buyer written notice that it has any reasonable concerns regarding the financial standing of the Buyer;
  - the Buyer is in breach of any of its obligations under this Agreement or any other contract between the Company and the Buyer; 11.4.3
  - the Buyer encumbers or in any way charges any of the goods. 11.4.4
- 11.5 The Company will be entitled to recover payment for the goods (including by way of an action for the price) notwithstanding that ownership of any of the goods has not passed from the Company.
- The Buyer grants, and will procure that the owner of any third party premises grants, the Company, its agents, employees and sub-contractors an irrevocable licence at any time to enter 11.6 any premises where the goods are or may be stored in order to inspect them, or, where the Buyer's right to possession, use and resale has terminated, to recover them.
- If the Buyer's right to possession, use and resale of the goods terminates in accordance with Article 11.4, the Company will be entitled to issue the Buyer with a credit note for all or any part 11.7 of the price of the goods together with VAT thereon;
- If the goods have been processed or incorporated in other equipment, the Company shall own a lien on the processed goods or on the equipment into which goods have been incorporated 11.8 until full payment of the price. The Buyer undertakes to mention the existence of this reservation of title to third parties to whom/which it may sell the goods either "as is" or incorporated in a system.
- 11.9 Should goods be returned under this Article, they may be subject to handling / restocking charges as levied by the manufacturer, without prejudice to any and all damages which the latter may claim.
- 11.10 The Company's rights contained in this Article 11 will survive expiry or termination of these Terms however arising.

#### 12. PAYMENT

All accounts are payable on or before the last day of the month following the date of invoice. If payment is not received by this date, of after the expiry of any other payment period agreed in writing, the Company reserves the right to withhold deliveries and to charge interest on the amount not settled by the due date. The Company reserves the right to determine any contract without prejudice to our right to recover money due, in the event of a customer failing to comply with the Company's terms of payment.

## 13. FORCE MAJEURE

The Company shall not be liable for its failure to perform any contract if such failure arises from any of the following: War, Civil Disturbance, Fire, Strikes, Lock-out, Flood and Parliamentary Statutes or any other rules issue by a Government Department and any other causes similarly beyond the Company's control.

#### ERRORS AND OMISSIONS 14.

The Company reserves the right to amend any accidental error or omission without liability.

### HEALTH AND SAFETY AT WORK ACT 1974 15.

All goods are sold on the express understanding that customers are aware of the requirements and provisions of the above Act. The Company takes every care to ensure that goods offered for sale comply with the above Act when properly used and will not accept any liability in the event of misuse by customers.

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