



**hevey**

Hevey Building Supplies Ltd  
Sandfield Close,  
Moulton Park Ind Est.  
Northampton, NN3 6AB

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# CREDIT ACCOUNT APPLICATION FORM

## Limited Company

Full Trading Name: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email of Contact: \_\_\_\_\_

Accounts Contact Name: \_\_\_\_\_

Accounts Contact Email (dedicated email address for invoicing):  
\_\_\_\_\_

Trading Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Tel No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Credit Required: £ \_\_\_\_\_

## Sole Trader/Partnership\*

Full Trading Name: \_\_\_\_\_

Name of Principals: \_\_\_\_\_  
\_\_\_\_\_

Trading Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Tel No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email (contact): \_\_\_\_\_

Email (for invoices): \_\_\_\_\_

Credit Required: £ \_\_\_\_\_

\*We ask that all Sole Traders/Partnership applicants provide suitable photo identification.

Examples of this include a current driving licence and passport.

Bankers Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Sort Code: \_\_\_\_\_ Account Number: \_\_\_\_\_

## Business References (Suppliers):

Name 1: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postcode: \_\_\_\_\_ Tel No: \_\_\_\_\_

Name 2: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postcode: \_\_\_\_\_ Tel No: \_\_\_\_\_

We / I hereby apply for a Trade Credit Account and agree to pay the account by the last working day of each month following month of delivery in accordance with the conditions of sale, and being a Director / Directors of the applicant Company, jointly & severally guarantee performance of all the Company's financial obligations to Hevey Building Supplies Ltd., including any financial obligations arising from any increase in credit limit granted by Hevey Building Supplies Ltd, from time to time following the review of the applicant company's account. We also acknowledge and accept your terms & conditions of sale which are attached and available on your website at [www.hevey.co.uk/terms.pdf](http://www.hevey.co.uk/terms.pdf).

In applying for Credit Facilities, we agree to the terms offered by the Company, i.e.: - Strictly NETT MONTHLY, invoices payable on 30th day of the month following date of invoice. Any queries or dispute of invoice to be made in writing within 3 days of dispatch.

For sole traders/partnerships only - I/we grant permission for Hevey Building Supplies Ltd to make checks with a credit reference agency.

We believe the information given above to be full and correct. Must be signed by a director, partner(s) or proprietor of the business.

Signed: \_\_\_\_\_ Name in Block Capitals: \_\_\_\_\_

Position/Authority: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit your completed application form together with suitable photo identification (if applicable) to Hevey Building Supplies, Sandfield Close, Moulton Park Ind Est. Northampton, NN3 6AB.**

In processing your application for credit facilities we may make enquiries of credit reference agencies or other third parties who may record those enquiries. We may also disclose information about the conduct of your account with us 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.

We will record your purchasing preferences and may use your information for marketing purposes. Please tick if you do not want us to contact you by mail , telephone , or email  with details of promotional offers and similar goods and services.

<b>OFFICE USE ONLY</b>			
Approved by: _____			<b>Credit insurance:</b>
Date: _____ Credit Limit: £ _____			Yes <input type="checkbox"/> No <input type="checkbox"/>
Account Number:	Rep Code	Proof of address received?	Amount: £ _____
<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date: _____
Email invoicing? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Set up on system by: _____			
Date: _____			

## Terms of Trading

### 1 Business customers and consumers

- 1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
- 1.2 All other terms apply to all customers.
- 1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
- 1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in italic type are legal words which clarify, rather than alter, the meaning of the relevant clause. If you are a consumer (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) we recognise that you may have additional rights under statute if we fail to carry out our obligations to you and for the return of defective goods and confirm your statutory rights are not affected by these terms.

### 2 Price

- 2.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 2.2 Our quotations are not offers, may be withdrawn at any time and lapse after 30 days (unless otherwise stated).
- 2.3 The price quoted excludes delivery and packaging (unless otherwise stated).
- 2.4 **Business customers:** unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.
- 2.5 **Business customers:** rates of tax and duties on the goods will be those applying at the time of delivery.
- 2.6 **Business customers:** We may at any time after acceptance of an order, but prior to delivery, revise the price payable for the goods and/or services to take account of increases in costs including, without limitation, costs of any goods or materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and variation in exchange rate.

### 3 Delivery

- 3.1 Unless otherwise agreed by us, delivery of the goods shall take place at our place of business. Delivery shall occur when you take possession of the goods at our premises or (where we agree to deliver) when the goods are ready for unloading at the delivery address.
- 3.2 All delivery times quoted are estimates only.
- 3.3 If you fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
- 3.3.1 you may not cancel if we receive your notice after the goods have been dispatched; and
- 3.3.2 if you cancel the contract, you can have no further claim against us under that contract.
- 3.4 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 3.5 We may deliver the goods in instalments. Each instalment is treated as a separate contract (and may be invoiced on delivery of that instalment).
- 3.6 We shall not be liable for any shortages in quantity delivered unless you give written notice to us of such shortages within two working days of delivery. In any event our liability shall be limited to making good the shortfall or (at our option) issuing a credit note or refund at the pro rata contract rate against any invoice raised for such goods.

### 4 Delivery and safety

- 4.1 Where the goods supplied include services by us, our agents or subcontractors, you shall (where necessary) allow us safe and reasonable access to the site within our normal working hours to carry out the services.
- 4.2 You (or a representative) must be present to accept delivery. We may deliver to any person who in our reasonable opinion appears to have your authority to accept delivery.
- 4.3 You must provide assistance in unloading the goods and space to do so.
- 4.4 You must ensure that the premises (and access to them) are suitable for our delivery vehicle and safe for our staff.
- 4.5 You shall provide a safe environment and all necessary consents, information, and resources for us, our agents and subcontractors to carry out the services.
- 4.6 If you do not comply with this clause (clause 4), or if we believe that it would be unsafe, unlawful or unreasonably difficult to deliver according to your instructions, we may decline to deliver and:
  - 4.6.1 deliver to the nearest safe, accessible place (for example, the kerbside); or
  - 4.6.2 abort the delivery and deliver at another time (and we will have no liability for delay).
- 4.7 **Business customers:** we may charge you for any delay caused to our delivery vehicle by your breach of this clause, and for the cost of any abortive delivery.
- 4.8 **Business customers:** we may also charge you for demurrage (unreasonable delay caused to our delivery vehicle at the premises, for example by the presence of other delivery vehicles or shortage of labour to unload).
- 4.9 You are responsible for disposing of any packaging you do not wish to keep. You must comply with any law and regulations applicable to waste disposal.
- 4.10 If you return pallets to us at your expense (or with our delivery vehicle) and in good condition, we will refund any charge we made for them.

### 5 Delivery and risk

- 5.1 The goods are at your risk from the time of delivery or deemed delivery.
- 5.2 Delivery takes place either:
  - 5.2.1 at our premises (if you are collecting them or arranging carriage); or
  - 5.2.2 at your premises or other site agreed by us in writing (if we are arranging carriage).
- 5.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within two working days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.

### 6 Payment terms

- 6.1 You are to pay us cash on delivery unless you have an approved credit account.
- 6.2 Ownership of the goods shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of the goods and all other sums which are or become due to us from you on any account or (if later) the time of delivery.
- 6.3 **Business customers:** if you have an approved UK business credit account, payment is due by the last day of the month following the month of our invoice.
- 6.4 If you fail to pay us in full on the due date:
  - 6.4.1 we may suspend or cancel future deliveries;
  - 6.4.2 we may cancel any discount offered to you;
  - 6.4.3 you must pay us interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998
    - a calculated (on a daily basis) from the date of our invoice until payment;
    - b compounded on the first day of each month; and
    - c before and after any judgment (unless a court orders otherwise);
  - 6.4.4 we may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
  - 6.4.5 we may recover (under clause 6.9) the cost of taking legal action to make you pay.
- 6.4 If you have an approved **business** credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment.
- 6.5 We may take any of those actions in 6.4 at any time and without notice.
- 6.6 **Business Customers:** you do not have the right to set off any money you may claim from us against anything you may owe us.
- 6.7 **Consumers:** you may only set off money you claim from us against money you owe us after giving full written details of your claim and with our written agreement.
- 6.8 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).
- 6.9 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly) and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
- 6.10 **Consumers:** clause 6.9 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

### 7 Title

- 7.1 **Consumers:** your statutory rights are unaffected.
- 7.2 **Business customers:** Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.

### 8 Warranties

- 8.1 We warrant that the goods:
  - 8.1.1 comply with their description on our acknowledgement of order form; and
  - 8.1.2 are free from material defect at the time of delivery (as long as you comply with clause 8.4).
- 8.2 **Business customers:** we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
- 8.3 **Consumers:** the warranty in clause 8.1 is in addition to your statutory rights.
- 8.4 If you believe that we have delivered goods which are defective in material or workmanship, you must:
  - 8.4.1 inform us (in writing), with full details, as soon as possible; and
  - 8.4.2 allow us to investigate (we may need access to your premises and product samples).
- 8.5 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 8.4) in full, we will (at our option) replace the goods or refund the price.
- 8.6 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.
- 8.7 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £2,000.000.
- 8.8 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
- 8.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

### 9 Specifications, Health and Safety

- 9.1 If we prepare the goods in accordance with your specifications or instructions:
  - 9.1.1 you must ensure that the specifications or instructions are accurate; and
  - 9.1.2 you must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.
- 9.2 We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.
- 9.3 **Business customers:** we also reserve the right to make without notice any minor modifications in our specifications designs or materials as we think necessary or desirable.
- 9.4 **Business customers:** Certain goods supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such goods is available from us. You undertake that you will ensure compliance by your employees, agents and customers with any instructions given by us or the manufacturer or our supplier and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them.

### 10 Return of goods

- 10.1 We will accept the return of goods from you only:
  - 10.1.1 by prior arrangement (confirmed in writing);
  - 10.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered) and
  - 10.1.3 where the goods are as fit for sale on their return as they were on delivery.
- 10.2 **Consumers:** Where you are a "consumer" under a "distance contract" (both as defined in the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013) you may cancel a contract within fourteen days after the date the goods are delivered. You must return the goods to the branch from which they were delivered or request us to collect the goods, at your cost. This term shall not apply to any goods specially obtained or made for you or which are liable to deteriorate or expire rapidly. Any refund will only include standard delivery charges (where relevant).
- 10.3 You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licences relating to such waste, including the appropriate disposal by you of any goods marked with a crossed out wheeled bin symbol, save where you are a consumer and it is our responsibility at law. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this provision.

### 11 Cancellation

- 11.1 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) we may then hold (or to which we are committed) for the order.
- 11.2 We may suspend or cancel the order, by written notice if:
  - 11.2.1 you fail to pay us any money when due (under the order or otherwise);
  - 11.2.2 you become insolvent;
  - 11.2.3 you fail to honour your obligations under these terms.
- 11.3 You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 11.1 then apply).

### 12 Waiver and variations

- 12.1 Any waiver or variation of these terms is binding in honour only unless:
  - 12.1.1 made (or recorded) in writing;
  - 12.1.2 signed on behalf of each party; and
  - 12.1.3 expressly stating an intention to vary these terms.
- 12.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

### 13 Force majeure- business customers only

- 13.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- 13.2 Examples of those circumstances include act of God, accident, explosion, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

### 14 Export / Overseas Contracts (if applicable)

In relation to goods sold outside the UK, the Channel Islands and the Isle of Man, risk in the goods shall pass to you when they leave our premises. Shipping and insurance shall be payable by you but will be managed by us unless otherwise agreed. You are responsible at your own expense for obtaining any licence and complying with any export or import regulations in force within the UK and any country for which the goods are destined. Certain goods imported from the United States of America by us are subject to specific restrictions. We reserve the right not to supply certain customers or countries and to require from you full details of the end use and final destination of the goods.

### 15 Compliance with Bribery Legislation

You agree that you will not, in connection with the goods or services to be supplied under this contract, bribe or attempt to bribe us, or any of our employees, agents or affiliates nor cause us to be in violation of any applicable bribery or anti money laundering laws. We may terminate the contract in the event of your breach of this clause. You shall indemnify us against all liabilities, costs, expenses, damages, claims, demands and losses suffered or incurred by us arising out of or in connection with any breach of this clause, whether or not the contract has been terminated.

### 16 General

- 16.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- 16.2 If you are more than one person, each of you is liable for all of your obligations under these terms (*joint and several liability*).
- 16.3 If any of these terms are unenforceable as drafted:
  - 16.3.1 it will not affect the enforceability of any other of these terms; and
  - 16.3.2 if it would be enforceable if amended, it will be treated as so amended.
- 16.4 We may treat you as insolvent if:
  - 16.4.1 you are unable to pay your debts as they fall due; or
  - 16.4.2 you (or any item of your property) becomes the subject of:
    - a any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
    - b any application or proposal for any formal insolvency procedure; or
    - c any application, procedure or proposal overseas with similar effect or purpose.
- 16.5 **Business customers:** all brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
- 16.6 **Business customers:** any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
- 16.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
- 16.8 The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:
  - 16.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
  - 16.8.2 which expressly state that you may rely on them when entering into the contract.
- 16.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.