Surestairs Ltd

Trade Credit Application

Unit 5 Horbury Workplace
Manor Rd
Horbury

Phone: 01924 562298
Email: info@surestairs.co.uk

Company Name:		Legal Entity: Limited Co/Partnership/ Sole Trader/LLP
Invoice Address: Post Code:		Registered Office: (If same as Invoice address leave blank) Post Code:
Tel No:	Fax No:	Mobile Number For 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: Post Code:	Home Address: 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: £

Agreement to the Company's Terms and Conditions of Sale

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.
2. 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.
3. I confirm acceptance of the Company payment terms of 30 days from end of month of invoice date.
4. 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.
5. 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:

Please also remember to sign the terms and conditions sheet which is a separate document.

Terms and conditions:

DEFINITIONS:

The term "Company" shall mean Surestairs Ltd 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 despatched, subject to stock availability, any non or 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 despatched 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 dependant upon the individual manufacturers.

RETURNS POLICY:

The Company will not accept any goods returned to them from a customer without prior consent and a valid goods return reference.

When the goods are returned the original delivery note number or invoice number must be quoted supported by the goods return reference.

All costs incurred in returning the parts to the company 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.

HIRE

The date of collection or delivery will be the effective date of the commencement of hire charges. All equipment is subject to a minimum hire period. After the minimum hire period has been reached hire charges are calculated weekly, fractions of a week being charged on a daily basis, the charges for one day being the 7th of the weekly charge. The date of despatch and the date of return shall be whole days.

No allowances will be made for holiday periods or inclement weather or for any reason whatsoever beyond the Suppliers control including strikes, lock-outs, cessation of labour, transport delays, government interference or control of any other cause or contingency. The Supplier may at its sole discretion and subject to availability and at the request of the Customer, add, subtract or substitute to the equipment let on hire without creating a modifying agreement within the meaning of the Consumer Act 1974.

The customer does not have the right to buy the equipment at the end of the hire period. If the hirer agrees to the sale of on-hire equipment, the minimum of three weeks hire fee is chargeable along with the full purchase price of the equipment.

1.2 You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.
1.3 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
1.4 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
1.5 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
1.6 All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
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 :

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:

……

Date: ……../……../…….

I confirm having read and agree to be bound by the above T&C's.

DELIVERY:
All in stock goods ordered prior to the cut off time of 1pm will be delivered via courier. 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 pre-12pm, any orders placed or received on Saturday or Sunday will not be serviced until the following Monday. Orders placed on a Friday may not arrive until 12pm on the following business day.

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): TSB Bank, Sort Code 77-71-48, Account Number 00013656
2. Debit Card
3. Credit card

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 info@surestairs.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 terms will result in your account being placed on hold.

Customer signature:

……

Date: ……../……../…….

I confirm having read and agree to be bound by the above T&C's

INTELLECTUAL PROPERTY:
1.1 This website and its content is copyright of Surestairs Limited - © [2020]. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited.