

# APPLICATION FOR CREDIT FACILITY



PLUMBING, HEATING AND BATHROOM MERCHANTS

[www.beggsandpartners.com](http://www.beggsandpartners.com)

## BEGGS & PARTNERS

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NEWTOWNARDS

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LISBURN

GLENSHANE IND PARK  
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**BEGGS  
& PARTNERS**  
Established 1960

# Beggs & Partners

## APPLICATION FOR CREDIT FACILITY

COMPANY/TRADING NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

POST CODE : \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

DATE BUSINESS STARTED \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_ MOBILE NUMBER: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PRINCIPALS NAME(s) \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PRINCIPALS HOME TELE. NO. \_\_\_\_\_

TRADE REFERENCES: (1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE/FAX NUMBER: \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE/FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS FOR INVOICES / STATEMENTS \_\_\_\_\_

BANK SORT CODE / ACCOUNT NO. \_\_\_\_\_

CREDIT LIMIT APPLIED FOR - (£'000) \_\_\_\_\_

CUSTOMERS ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_

CUSTOMERS ACCOUNTS PAYABLE TELEPHONE NUMBER: \_\_\_\_\_

PLEASE SIGN BELOW TO CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND ALSO TO ACKNOWLEDGE ACCEPTANCE OF THE COMPANY'S TERMS AND CONDITIONS OF SALE (COPY ATTACHED).

SIGNED BY: \_\_\_\_\_

SIGNATURE

PRINT NAME

FOR AND ON BEHALF OF: \_\_\_\_\_

POSITION: \_\_\_\_\_

# **BEGGS & PARTNERS**

## **TERMS AND CONDITIONS OF SALE [August 2014]**

### **1. Definitions**

The 'Company' shall mean Beggs & Partners.

'Goods' shall mean all the articles, products and materials supplied or otherwise dealt in by the Company.

'Buyer' shall mean the party placing the order.

### **2. General**

- (a) All Purchases orders ('Orders') are subject to these terms and conditions of sale ('Conditions'). The placing of an Order by the Buyer shall be considered an acceptance of these conditions. These conditions may not be modified or varied unless the Company agrees in writing and the Company shall not be deemed to have accepted any other Conditions nor waived any of these conditions by failing to object to terms and conditions contained in any Order or any other communication from the Buyer.
- (b) These Conditions may be varied only by agreement in writing with a director of the Company.
- (c) Without Prejudice to Clause 8, no verbal representations, warranties, guarantees of statements made by or on behalf of the Company may be relied upon the Buyer or bind the Company unless same are confirmed in writing by the Company.
- (d) Notwithstanding acceptance of the Buyer's order, the Company can give no warranty or undertaking that the Goods are available and reserves the right to cancel the order if it should be unable to affect the order within 45 days of acceptance for any reason whatsoever and in such a case the Company shall not be liable to compensate the Buyer.

### **3. Trading Terms**

Every order shall fall due for payment thirty days after the month end when the goods were invoiced. Should payment of any statement be overdue :

- (a) the total value of the Goods supplied to the Buyer (not previously paid for) shall become payable immediately.
- (b) the Company shall be entitled to charge interest at 1% per month on the outstanding balance plus a compensation fee in the range of £40 - £100 [per The Late Payment of Commercial Debts (Interest) Act 1998].
- (c) the Buyer's credit facilities shall be suspended.
- (d) all professional and legal costs incurred by the Company in collection of overdue items shall be chargeable to the Buyer.
- (e) any queries on invoices shall be communicated to the Company within 10 working days of invoice date.
- (f) Proof of delivery will only be retained by the Company for 30 days after invoice date and will only be provided where our own transport delivers the goods.
- (g) Invoices & Statements will only be delivered by email.

### **4. Credit**

No credit shall be given unless first applied for in writing and approved by the Company. The Company reserves the right to suspend credit facilities should the Company in its absolute discretion consider that the Buyer's credit worthiness is in jeopardy.

### **5. Prices/Discounts/Charges**

All Orders shall be made subject to the Company's prices, discount rates and carriage charges applicable at the date of despatch of the Goods included in the Order. All such information is available on request from the Company. All prices are subject to VAT at the appropriate rate.

## 6. Delivery

- (a) The Company will use all reasonable endeavours to keep to agreed delivery dates, which are quoted on the basis of existing commitments, but will not be liable for delay however caused. The time of delivery shall not be of the essence.
- (b) If the Company agrees to deliver the Goods to the Buyer at an address specified by the Buyer:-
  - (i) the Buyer will be liable for the cost of carriage (including packaging) unless the contrary is agreed
  - (ii) the Buyer will be responsible for offloading and collecting the Goods once delivered to the said address
  - (iii) the Company shall decide upon the means of transport at its absolute discretion
  - (iv) the Company shall replace free of charge Goods damaged in transit provided that:-
    - (a) the Buyer or the Buyer's customer accepts delivery of the Goods from the carrier without prejudice to the Company's rights and
    - (b) the Company and the carrier receive written notification of such damage within 3 days of delivery to the Buyer or the Buyer's customer or in the case of non-delivery within 7 days of the date of receipt of the invoice.

## 7. Warranties and Guarantees

- (a) The implied terms (with the exception of implied terms relating to title) contained in the Sale of Goods Act 1979 and in the Supply of Goods and Services Act 1982 shall not apply to any other Order and are hereby excluded.
- (b) To the extent that such liability can be excluded the Company shall not be subject to any liability under the Consumer Protection (Northern Ireland) Order 1987, in respect of defective products as between itself and the Buyer and as between the Buyer and any ultimate consumer.
- (c) Any complaints as to the condition, quality or quantity of Goods delivered relating to part of an order will not affect the liability of the Buyer to make payment within the stipulated time in respect of the remainder of the order.

## 8. Title of Goods

- (a) The risk in the Goods passes to the Buyer upon delivery but title of the Goods remains vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the Buyer of all sums (due on whatsoever account or grounds) to the Company or any company nominated by the Company.
- (b) The Buyer agrees that prior to the payment of the whole price of the Goods the Company may at any time enter upon the Buyer's premises and remove the Goods there from and that prior to such payment the Buyer shall keep such Goods separate and identifiable for this purpose.

## 9. Headings

The headings in these terms and conditions are for ease of reference only and are not to be treated as a guide to interpretation of these terms.

## 10. Law and Jurisdiction

These conditions shall in all aspects be construed in accordance to the Law of Northern Ireland and the Courts of Northern Ireland shall be granted non-exclusive jurisdiction of respect therefore.

## 11. Returned Cheques

A charge of £25 (plus a further optional administration charge of £25) shall be made for all cheques and direct debits returned from the Bank.