

Credit Account Application Form



PLUMBING, HEATING AND BATHROOM MERCHANTS

www.beggsandpartners.com



Beggs and Partners Branches

BELFAST

Great Patrick Street
Belfast
BT1 2NX
Tel: 028 9023 5791

BALLYMENA

Pennybridge
Ballymena
BT42 3HB
Tel: 028 2564 5121

NEWTOWNARDS

Glenford Way
Newtownards
BT23 4BX
Tel: 028 9182 6680

MAGHERA

Tobermore Road
Maghera
BT46 5DR
Tel: 028 7964 5599

PORTADOWN

Armagh Road
Portadown
BT62 3DR
Tel: 028 3839 2000

LISBURN

Lisburn Industrial Estate
Moira Road, Lisburn
BT28 2RE
Tel: 028 9262 1133

BASILDON

Southfields
Industrial Estate
Essex
SS15 6SL
Tel: 01268 540203

CAMBRIDGE

Clifton Road
Industrial Estate
Cambridge
CB1 7EA
Tel: 01223 949087

GRAYS

Lawrence
Trading Estate
Essex
RM17 5XE
Tel: 01375 377172

HOCKLEY

Eldon Way
Essex
SS5 4AD
Tel: 01702 668335

HUTTON

Brentwood Trade Park
Essex
CM13 1TF
Tel: 01277 886977

Credit account application form

If you require more than £5,000 of credit,
please provide 2 trade references.
If you require £5,000 or less, please
provide 1 trade reference.

Company/Trading Name: _____ Date: _____

Business Address: _____

Postcode: _____ Date business established _____

Telephone number: _____ Mobile number: _____

Email address: _____

Company Reg no (if applicable): _____ VAT number (if applicable): _____

Sole traders/Partnerships only

Principals Name(s) _____

Home Address: _____

Please provide proof of address for each principal listed above (e.g. Utility Bill)

Trade Reference (1): _____
_____ Telephone No/Email address: _____

Trade Reference (2): _____
_____ Telephone No/Email address: _____

Email address for invoices/statements _____

Credit required (£) _____

PERSONAL CREDIT GUARANTEE

In consideration of your agreement to supply goods on credit to the Company applying for credit ("the Company"), I/We are a director, member, authorised person, or authorised on behalf of a director or member. I unconditionally, jointly and severally, personally guarantee payment of all monies due and owing by the Company to Beggs & Partners. This includes any costs of enforcing this Guarantee.

Please tick the relevant boxes for the regions you plan on purchasing from and therefore the likely jurisdiction of any contract for the sale of goods: Northern Ireland (T's & C's 10a) Essex (T's & C's 10b) Cambridgeshire (T's & C's 10b)

Please sign below to confirm agreement to the personal credit guarantee, certify that the above information is correct and to acknowledge acceptance of the Terms and Conditions of sale (Copy attached).

SIGNED BY: _____
SIGNATURE PRINT NAME

FOR AND ON BEHALF OF: _____

POSITION: _____

Our preferred method of payment is bank transfer.

Account Name: Beggs & Partners Bank: Ulster Bank Sort code: 98-00-40 Account number: 10338833

Please ensure you include your account number as the reference so we can allocate to your account.

Our standard terms are 30 days end of month.

BEGGS & PARTNERS

TERMS AND CONDITIONS OF SALE

1. Definitions

The 'Company' shall mean any company within the Beggs & Partners Group, namely Beggs & Partners, Beggs & Partners (Ballymena) and SX Heating and Plumbing Suppliers Limited.

'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

- (a) 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 where the sale has been made by a branch located in Northern Ireland.
- (b) These conditions shall in all aspects be construed in accordance to the Law of England and Wales and the Courts of England and Wales shall be granted non-exclusive jurisdiction in respect therefore where the sale has been made by a branch located in England and Wales.

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.