

**TRADE ACCOUNT APPLICATION FORM**

Type of Account:	<input type="checkbox"/> CREDIT ACCOUNT	<input type="checkbox"/> CASH ACCOUNT
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**To be completed by Sole Traders/ Partnerships:**

Sole Trader/ Partnership Name:	
Full Name(s) & Private Address(es):	
VAT Number (if applicable):	

**To be completed by Limited Companies:**

Limited Company Registered Name:	
Trading Name (if different from Limited Company Name):	
Company Registration Number:	
VAT Number (if applicable):	
Trading Address:	
Registered Office Address (if different):	

**To be completed by all applicants:**

Principal contact name:			
Telephone:		Fax:	
Email address:			
Invoices emailed or posted?	<input type="checkbox"/> Emailed	<input type="checkbox"/> Posted	
Do you require login details for our online customer portal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Please supply names & addresses of two of your principal suppliers	A:		
	B:		
Credit limit sought?	£		

**DECLARATION BY DIRECTOR / PARTNER / SOLE TRADER and DATA PROTECTION NOTICE**

I confirm that the information given in this Trade Account Application Form is in all respects true and accurate. I confirm that I have read and understood Richmonds Plumbing & Heating Merchants Limited's ("Richmonds") terms and conditions of sale printed below and I unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts which I may conclude with Richmonds. In particular, I agree that payment of all accounts will be received by Richmonds by the end of the calendar month following that in which they were invoiced in line with clause 4 of the below terms and conditions of sale.

Data Protection Act 1998 Notice: Words shown in "italics" are defined in the Data Protection Act 1998 ("the Act").

Where I provide Richmonds with *personal data* ("data"), I understand that Richmonds will hold the data securely in confidence and the data will be *processed* for the purpose of carrying out Richmonds' plumbing and heating merchant business and associated activities, including

but not limited to: providing me with information and goods that I order from Richmonds; to improve service delivery; and to comply with any of Richmonds' legal obligations. In considering my application for a trade credit account with Richmonds, I accept that Richmonds may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside Richmonds' business ("third parties"), and that such third parties may process the data. I understand that under the Act I have a right to know what data Richmonds holds on me if I apply to Richmonds in writing and pay the applicable fee.

Further information on how Richmonds uses personal data is contained within Richmonds' [Privacy and Cookie Policy](#) which can be accessed on our website [www.richmonds-phm.co.uk](http://www.richmonds-phm.co.uk).

I agree that Richmonds may use the data to contact me by mail, telephone, e-mail or other electronic messaging or social media service with offers of products and services that may be of interest to me. By providing Richmonds with my telephone numbers, e-mail address and/or social media account detail(s), I consent to being contacted by these methods for these purposes. To object to receiving such information from Richmonds, please tick the box below or contact us at: [info@rphm.co.uk](mailto:info@rphm.co.uk)

I object to Richmonds using the data for direct marketing purposes.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**PLEASE RETURN COMPLETED ORIGINAL APPLICATION FORM TO YOUR LOCAL BRANCH OR SEND IT TO OUR REGISTERED OFFICE AT: Credit Control, Richmonds Plumbing & Heating Merchants Ltd, 15-25 Carnoustie Place, Glasgow G5 8PA**



#### Terms and Conditions of Sale

These terms and conditions set out the basis upon which goods are supplied by Richmonds Plumbing & Heating Merchants Limited.

#### 1 Interpretation

1.1 In these Conditions the following definitions apply:

"**Business Day**" means a day other than Sunday or public holiday when banks generally are open for non-automated business in Scotland;

"**Buyer**" means the person(s) who purchases the Goods from the Seller;

"**Conditions**" means the terms and conditions set out in this document;

"**Contract**" means the agreement between the Seller and the Buyer for the sale and purchase of Goods, incorporating these Conditions and the Sales Order;

"**Delivery Location**" means the address for delivery of the Goods as set out in the Delivery Note;

"**Delivery Note**" means the document (which may be an email) provided to the Buyer by the Seller confirming the Seller's delivery of the Goods to the Delivery Location;

"**Force Majeure**" means an event or sequence of events beyond the Seller's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service or material required for performance of the Contract, except any party's failure to pay shall not be an event of Force Majeure in any event;

"**Goods**" means the goods set out in the Sales Order and supplied by the Seller to the Buyer;

"**Order**" means the Buyer's order for the Goods from the Seller, as communicated by the Buyer to the Seller verbally, in writing, email, telephone, text message, order form, fax, via the Website or otherwise;

"**Sales Order**" means the document (which may be an email and which may comprise all or any of the following documents: an agreed quotation, payment receipt or invoice) provided to the Buyer by the Seller confirming the Seller's acceptance of the Order;

"**Seller**" means Richmonds Plumbing & Heating Merchants Limited a limited company registered in Scotland with company registration number SC098337 whose registered office is at 15 Carnoustie Place, Glasgow G5 8PA;

"**Value Added Tax or VAT**" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale or supply of the Goods;

"**Website**" means the Seller's website at [www.richmonds-phm.co.uk](http://www.richmonds-phm.co.uk).

1.2 Unless the context otherwise requires:

1.2.1 each gender includes the others;

1.2.2 the singular includes the plural and vice versa;

1.2.3 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;

1.2.4 clause headings do not affect their interpretation;

1.2.5 general words are not limited by example;

1.2.6 any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.7 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

#### 2 Application of these terms and conditions

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, or are referenced in the Order.

2.2 No variation of: (i) these Conditions; (ii) an Order; (iii) a quotation from the Seller; or (iv) the Contract; will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.

2.3 Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to these Conditions.

2.4 The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.

2.5 Any quotation by the Seller for the provision of Goods will be deemed to be:

2.5.1 an invitation to treat (and shall not be an offer) by the Seller to supply Goods on and subject to these Conditions; and

2.5.2 will be valid for three months from the date of issue and is subject to any increase in price by the manufacturer and any

Goods withdrawn by the manufacturer prior to the date of delivery.

2.6 The Order shall only be deemed to be accepted when the Seller issues the Sales Order or, if earlier, an invoice or Delivery Note, at which point the Contract is formed.

2.7 Any descriptive matter, advertising or promotional materials produced by the Seller are for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

### 3 Price

3.1 The price for the Goods will be as set out in the Sales Order (the "Price"), which Price is subject to any increase by the manufacturer of the Goods effected prior to the date of delivery to or collection by the Buyer. The Seller may increase the Price to reflect any such manufacturer increase.

3.2 All sales will be subject to VAT where appropriate, at the rate pertaining on the date of delivery to or collection by the Buyer.

3.3 Any prices stated on our Website in our retail section are stated inclusive of any applicable UK VAT but for trade sales the price is stated exclusive of VAT.

3.4 Subject to clause 3.5, the Price includes the costs and charges of delivery of the Goods.

3.5 The Seller reserves the right to charge the Buyer for the cost and charges of delivery:

3.5.1 in the event that the Delivery Location falls out-with the Seller's usual delivery area or the Seller's usual delivery days or times (which usual delivery area and usual delivery days or times shall be determined and amended from time-to-time, as necessary, solely by the Seller);

3.5.2 in the event that the Seller's supplier imposes delivery charges upon the Seller in respect of the Goods purchased by the Buyer; or

3.5.3 otherwise at the Seller's sole discretion.

Where the Buyer is charged for delivery such charge shall be noted on the Delivery Note.

### 4 Payment and Customer Accounts

4.1 Non-trade purchases require a non-refundable deposit of one-third of the price to be paid at the time of Order with the balance to be paid before the time of delivery or collection of the Goods.

4.2 Subject to clause 4.3, purchases by a Buyer in the course of trade require a non-refundable deposit of one-third of the price to be paid at the time of Order with the balance to be paid for before the time of delivery or collection of the Goods.

4.3 Where the Buyer is purchasing in the course of trade and the Seller has granted the Buyer a credit facility, the Seller may, at its sole discretion, waive the requirement to pay a non-refundable deposit at the time of Order.

4.4 Where the Buyer is purchasing in the course of trade and the Seller has granted the Buyer a credit facility, amounts invoiced and accrued under that credit facility shall be payable by the end of the calendar month following that in which they were invoiced (the 'due date') unless specified otherwise. The Buyer acknowledges that any credit facility will have a defined limit and any invoiced amounts causing the amount owed to the Seller to fall over that limit shall be immediately due and payable unless specified otherwise by the Seller.

4.5 The Seller may withhold all further deliveries of Goods to the Buyer if the Buyer exceeds its credit limit or does not make payments to the Seller by the due date.

4.6 If any payment is not received by the due date daily interest will apply from the date of invoice at the rate of 2% per month and the Seller shall also be entitled to recover all costs or expenses incurred in recovering any overdue amount.

4.7 The Seller will monitor and record information relating to the Buyer's trade credit performance and such records may be made available to others to assess applications for credit.

4.8 All legal costs and expenses incurred by the Seller in recovering overdue payments from a Buyer and enforcing the terms of payment or any other term of these Conditions shall be borne by the Buyer who hereby agrees to indemnify the Seller against any liability in respect thereof.

### 5 Delivery

5.1 Subject always to clause 5.4 below, the Goods will be:

5.1.1 made available for collection by the Buyer at the Seller's premises set out in the Sales Order on a date agreed in advance by the Seller and the Buyer and/or specified in the Sales Order; or

5.1.2 if agreed by the Seller and subject to clauses 3.4 and 3.5, delivered by or for the Seller to the Delivery Location on the date or dates specified in the Sales Order.

5.2 The Goods will be deemed delivered:

5.2.1 if collected by the Buyer under clause 5.1.1, on the Seller (or its carrier) making the Goods available for collection at the premises specified in the Sales Order; or

5.2.2 if delivered by or for the Seller under clause 5.1.2, on completion of unloading of the Goods at the Delivery Location.

5.3 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment. The Seller reserves the right to charge additional delivery charges for instalment deliveries.

5.4 Where Goods are not held in stock or are being manufactured or adapted to the Buyer's requirements by the Seller or manufacturer, the Seller will use its reasonable endeavours to meet delivery or collection dates but such dates are approximate only and subject to the Seller's suppliers' delivery processes, and time of delivery or collection is not of the essence.

5.5 The Seller will not be liable for any delay in or failure of delivery caused by:

5.5.1 the Buyer's failure to: (i) make the Delivery Location available; (ii) prepare the Delivery Location as required; or (iii) provide the Seller with adequate instructions for delivery;

5.5.2 the Buyer's failure to collect the Goods from the premises set out in Sales Order; or

5.5.3 an event of Force Majeure.

5.6 If the Buyer fails to accept delivery of or collect the Goods as provided in clause 5.1.1 or 5.1.2 on the date or within the period set out in the Sales Order the Seller may, at its option:

5.6.1 store and insure the Goods pending the Buyer taking possession of the Goods, and the Buyer will pay all costs and expenses (including storage and insurance) incurred by the Seller in doing so; and in which case, delivery of the Goods will be deemed to have occurred at 0900 on the first Business Day following such date; and/or

5.6.2 cancel the Contract and the Seller may also, at its discretion, require payment of any manufacturer's re-stocking charge which may be set off against any deposit.

### 6 Title and risk

6.1 Risk in the Goods will pass to the Buyer on completion of delivery.

6.2 Title to the Goods will pass to the Buyer on the later of delivery and when the Seller has received payment in full for the Goods.

6.3 Until title to the Goods has passed to the Buyer, the Buyer will:

6.3.1 hold the Goods in trust for the Seller;

6.3.2 store the Goods separately from all other material in the Buyer's possession;

6.3.3 take all good care of the Goods and keep them in good condition;

6.3.4 insure the Goods: (i) with a reputable insurer; (ii) from the date of delivery; (iii) against all risks; (iv) for an amount at least equal to the price; and (v) noting the Seller's interest on the policy;

- 6.3.5 ensure that the Goods are clearly identified as belonging to the Seller;
- 6.3.6 not remove or alter any mark on or packaging of the Goods; and
- 6.3.7 provide the Seller such information concerning the Goods as the Seller may request from time to time,

and if the Buyer breaches such terms and sells the Goods to a third party the sale proceeds of such sale shall be held by it in trust for the Seller. This provision does not prevent a sale in good faith to a third party by a Buyer purchasing in the course of trade.

- 6.4 If, at any time before title to the Goods has passed to the Buyer the Seller has reason to believe the Buyer may cease trading, the Seller may:
  - 6.4.1 require the Buyer at the Buyer's expense to re-deliver the Goods to the Seller; and
  - 6.4.2 if the Buyer fails to do so promptly, enter any premises where the Goods are stored and repossess them. In such an event the Buyer waives any right to claim damages from the Seller for any loss, injury or damage arising therefrom.

## 7 Returns

- 7.1 It is the Buyer's responsibility to confirm that all Goods are suitable for their requirements and meet the Buyer's required specification (including as to amount) and, in particular, that product dimensions are suitable.
- 7.2 Subject only to clause 7.3 and 8 below, Goods must be paid for and may not otherwise be returned and no replacements or refunds will be given.
- 7.3 It is the Seller's policy not to accept any returns of furniture items, but at its entire discretion the Seller may accept returns or replacements of other Goods which are in their original condition and packaging subject to payment of a re-stocking charge. Where such Goods are special order items (identified with a product code beginning Z or cat) any return or replacement would be subject to the agreement of the Seller's supplier and any refund would be net of carriage and restocking charges.

## 8 Warranty

- 8.1 Subject to the Consumer Rights Act 2015, the Seller gives no further warranty in relation to Goods other than that which it obtains, by operation of law or otherwise, to the extent it may obtain and enforce the benefit of any warranty from the manufacturer or the supplier; and, in relation to a Buyer purchasing in the course of trade, no warranty of any kind is given in respect of the Goods other than that the Goods are of satisfactory quality at the date of delivery, subject to the extent such warranty may be enforced against the manufacturer or supplier to the Seller.
- 8.2 The Seller will, at its option, replace or refund the price of defective Goods, provided that and subject to clause 8.4:
  - 8.2.1 the Buyer gives notice in writing to the Seller within three working days of the date of delivery or collection of the Goods;
  - 8.2.2 the Buyer gives the Seller (or its appointed third party) a reasonable opportunity to examine the defective Goods; and
  - 8.2.3 the Buyer returns the defective Goods to the Seller at the Buyer's expense.
- 8.3 These Conditions will apply to any replacement Goods supplied under clause 8.2.
- 8.4 The Seller will not be liable for any failure of the Goods to comply with clause 8.1:
  - 8.4.1 if the defect arises because the Buyer, any of its employees, consultants or other representatives, or any subsequent purchaser of the Goods, fails to follow the Seller's oral or written instructions as to the storage, installation or maintenance of the Goods or (if there are none) good trade practice regarding the same, or fails to adhere to any term of the Contract;
  - 8.4.2 if the Buyer, any of its employees, consultants or other representatives, or any subsequent purchaser, alters or tampers with the Goods without the written consent of the Seller;

- 8.4.3 where the Buyer, any of its employees, consultants or other representatives, or any subsequent purchaser uses or consumes any of the Goods after notifying the Seller that they do not comply with clause 8.1.

8.5 Except as set out in this clause 7 the Seller:

- 8.5.1 gives no warranty in relation to the Goods; and
- 8.5.2 will be under no liability for their failure to comply with the warranty in clause 8.1.

In particular, the conditions implied by sections 13–15 of the Sale of Goods Act 1979 are expressly excluded except to the extent they may not be.

## 9 Liability

- 9.1 The Seller does not exclude its liability:
  - 9.1.1 for death or personal injury caused by its negligence; or
  - 9.1.2 for breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - 9.1.3 for defective products under the Consumer Protection Act 1987; or
  - 9.1.4 for fraud or fraudulent misrepresentation; or
  - 9.1.5 for any other liability which cannot be lawfully excluded or limited.
- 9.2 Subject to clause 9.1:
  - 9.2.1 the Seller shall under no circumstances whatsoever be liable to the Buyer whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, business revenue or any indirect, secondary or consequential loss, damage, expense or liability arising under or in connection with the Contract;
  - 9.2.2 the Seller's total liability to the Buyer in respect of all losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid under the Contract; and
  - 9.2.3 the Buyer shall indemnify the Seller from and against any liability to a third party arising from the Buyer's or any of its employees', consultants' or other representatives' actions or omissions.

## 10 Force Majeure

The Seller will not be liable if delayed in or prevented from performing its obligations due to an event of Force Majeure.

## 11 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

## 12 Priority

In the event of conflict, the terms of these Conditions prevail over those of the Sales Order not added by, or expressly accepted by, the Seller.

## 13 Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

## 14 Governing Law & Jurisdiction

The Contract and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Scotland and the parties irrevocably agree that the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).