

APPLICATION FOR COMMERCIAL CREDIT

Please complete ALL fields marked *

First Name(s): Surname:

* Business/Trading Name: * Directors Name & DOB

* Company Type:

* Registered Name (if different):

* Registered Address:
 * Trading Address:

* Post Code: * Website:

* Company Registration No: Date of Formation: / /

* Tel No: Mobile:

* Email Contact

In view of the large increase in identity theft we are obliged to ask for photographic ID (passport, driving license) from the company director. As secondary proof, we must also ask for an additional photo proof of the person holding the ID, ensuring the face of the person and ID are both visible.

* ID Attached: Tick if YES

For Non-Limited Applicants only, e.g. Sole Traders, Partnerships:

Personal Address:

Post Code: Date of Birth: / /

* Credit Limit Requested:

At which Branch would you like your account based?

* Accounts Contact: * Accounts Tel Number

* Email Address (for invoices):

TRADE CREDIT ACCOUNT TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions

In these conditions the following definitions apply:

Application Form: the document (in the form attached to these Conditions) completed by the Customer to apply for a Trade Credit Account.

Business Day: means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: means the terms and conditions set out in this document as amended from time to time.

Customer: means the person, firm, or company who applies for a Trade Credit Account with the Supplier.

Supplier: means Watts Roofing Supplies Ltd, a company incorporated and registered in England and Wales with company number 07124148 with its registered office at Warren Farm, Royston Road, Baldock, Herts SG7 6QZ. Watts Roofing Supplies Ltd's principal trading address is Warren Farm, Royston Road, Baldock, Herts SG7 6QZ.

Trade Credit Account: means the trade credit account provided by the Supplier to the Customer in accordance with these Conditions which can be used to make purchases from the trade counter, Website or with the Supplier directly over the telephone or by email.

Trade Credit Account Confirmation: means the written confirmation issued by the Supplier to the Customer confirming acceptance of the Application Form, the grant by the Supplier of a Trade Credit Account to the Customer, the Trade Credit Account Limit and will provide the Customer with their Trade Credit Account Reference. This confirmation will be sent primarily by email or, where the confirmation is not capable of being sent by email (including but not limited to circumstances where the Customer does not have an email address), the Supplier shall issue the written confirmation, at the Supplier's sole discretion, by fax or by post (as applicable).

Trade Credit Account Limit: means the credit limit applicable to the Trade Credit Account, being the maximum amount of money that the Customer can spend with the Supplier in any one calendar month.

Trade Credit Account Reference: means the account for the Customer which is linked to the Trade Credit Account.

Website: means <https://wattsroofing.co.uk>.

1.2 Construction

In these Conditions, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) 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.
- (e) A reference to writing or written includes email and faxes.

2. APPLICATION FOR A TRADE CREDIT ACCOUNT

2.1 The submission of an Application Form constitutes a request by the Customer to open a Trade Credit Account with the Supplier. Application Forms may be submitted to the Supplier in paper hard copy or via the Website. By signing the Application Form, the Customer is agreeing to be bound by these Conditions.

2.2 The Application Form shall only be deemed to be accepted by the Supplier upon the Supplier issuing the Customer with a Trade Credit Account Confirmation. The Supplier reserves the right to refuse to accept an Application Form for any reason whatsoever, including but not limited to the Customer failing the necessary credit checks. Where the Supplier refuses to accept an Application Form in accordance with this clause 2.2, the Supplier shall notify the Customer by email, fax, post or orally over the telephone of the reasons for such refusal.

2.3 By submitting the Application Form, the Customer is agreeing to the Supplier using the information contained on the Application Form to undertake all steps necessary to assess the Customer's suitability to have a Trade Credit Account, including but not limited to the taking up by the Supplier of trade references or undertaking a credit check on the Customer.

2.4 The Customer is responsible for ensuring that the Application Form submitted by the Customer is complete and accurate in all respects.

2.5 The Supplier reserves the right, at any time and for any reason whatsoever, to alter the Trade Credit Account Limit. Where the Supplier alters the Trade Credit Account Limit in accordance with this clause 2.5, the Supplier shall notify the Customer in writing by email, fax or post (as appropriate).

2.8 These Conditions and the Application constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made in relation to the Trade Credit Account.

2.9 No amendment to these Conditions or the Trade Credit Account Limit will be accepted by the Supplier unless specifically agreed to in writing and silence on the part of the Supplier shall not constitute a valid acceptance.

3. PLACING ORDERS

3.1 The Customer shall ensure that, where selected as part of the Application Form, any orders for products placed through the Website or via the telephone, email or Trade Counter using the Trade Credit Account are accompanied by a valid purchase order number and/or reference from the Customer.

3.2 The Customer shall ensure that the Trade Credit Account Reference and all other information and passwords connected with the Trade Credit Account are kept confidential and are not used by any person other than the Customer in the course of the Customer's business.

3.3 The Supplier reserves the right to disable any Trade Credit Account if at any time and in the Supplier's sole opinion, the Trade Credit Account Log is being used outside of the scope of these Conditions or by any person other than the Customer.

3.4 The Customer warrants to the Supplier that it is acting wholly in the course of a business and not as a consumer. The Customer recognises that these Conditions comprise a non-regulated agreement which is not governed by the Consumer Credit Act and the Supplier reserves all rights it may have against the Customer for breach of this warranty.

4. INVOICES

4.1 The Supplier shall invoice the Customer daily as invoices are raised, and the invoices shall be sent via email unless otherwise requested by another method. Each invoice shall show on an itemised basis all purchases that have been charged to the Trade Credit Account that month.

4.2 All invoices issued in accordance with clause 4.1 above shall be paid by the Customer within 30 days end of month of the date of the relevant invoice.

4.3 Unless otherwise agreed between the Supplier and the Customer, all payments pursuant to this clause 4 shall be made by electronic bank transfer and shall be in English Pounds Sterling.

4.4 If the Customer fails to make any payment due to the Supplier in accordance with these Conditions by the due date for payment, the Customer shall pay interest on the overdue amount at the rate of 5% per month above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

4.5 Where the Customer does not pay any amounts due in connection with the Trade Credit Account by the due date for payment, the Customer hereby indemnifies the Supplier for all costs incurred by the Supplier, including legal expenses, in the course of obtaining full payment of overdue payments from the Customer.

4.6 The Customer shall pay all amounts due in connection with the Trade Credit Account in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights and remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

4.7 In the event that the Customer disputes the value of any invoice submitted by the Supplier pursuant to this clause 4, the Customer must submit full details of the dispute, identifying the amounts and reasons for the dispute, to the Customer within 2 Business Days of receiving the invoice. The Supplier shall then be free to undertake their own investigation into the disputed amounts and shall, in its sole discretion, make any adjustments (or as the case may be confirm that no adjustments are necessary) to the value of the invoice.

Will Purchase Orders be used on your account? **YES / NO**

Instructions regarding purchase order numbers/references you use when ordering?

Please Note: We do not accept payment by cheque. Once your account is active you must include your Account Reference for any BACS payment so we can correctly allocate the payment.

* **Trade Reference - Name:**

Address:

Post Code:

Tel Number:

Accounts contact Name:

Email Address:

DECLARATION BY APPLICANT SEEKING CREDIT & DIRECTORS PERSONAL GUARANTEE DEED OF AGREEMENT FORM

In consideration of Watts Roofing Supplies Ltd providing credit to the Company, I do hereby agree that in the event of the Company failing to satisfy in full any outstanding invoices rendered by Watts Roofing Supplies Ltd within ninety days of receipt of invoice, I will personally guarantee to pay all sums outstanding as director of the Company any invoices rendered which remain unpaid within a further twenty days.

I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment of your invoices is not made by the due date for payment, it will result in the matter being referred to a debt recovery agency for recovery of the invoice debt; if so, we agree to indemnify you against the costs you incur in referring the matter to pursue the debt including current applicable fees for writing to us, any commission payable by you, all reasonable incidental costs of recovering the debt and interest as applicable; We understand that as a part of your assessment of us for the granting of credit, you will send details of our application to a credit reference agency who will search databases to which it has access. It may also search other credit reference agencies for information relating to us (and in the case of a non-limited business, also relating to the proprietors). The credit reference agency will record the fact of that search. I authorise our bankers to provide an opinion as to our suitability for the requested account.

* **Signed:**

* **Name (Capitals)**

* **Date of Birth:**

* **Position:**

* **Date:**

Please return the signed completed application form with all fields filled out and the signed Direct Debit to the accounts address at **Warren Farm, Royston Road, Baldock, Hertfordshire, SG7 6QZ.**

If you wish to speed up the application, scan and email the completed application form to creditcontrol@wattsroofing.co.uk Note: An account cannot be opened until all original relevant documents have been received by Watts Roofing Supplies Ltd.

SCAN & SEND IT TO



creditcontrol@wattsroofing.co.uk

POST IT BACK TO:

Warren Farm, Royston Road,
Baldock, Hertfordshire,
SG7 6QZ



Stevenage

01438 879798

stevenage@wattsroofing.co.uk

Baldock

01462 491894

sales@wattsroofing.co.uk

Cambridge

01223 491711

cambridge@wattsroofing.co.uk

TRADE CREDIT ACCOUNT TERMS AND CONDITIONS

5. SUSPENSION OF TRADE CREDIT ACCOUNT

5.1 The Supplier reserves the right, without liability or prejudice to its other rights against the Customer, to suspend the use of any Trade Credit Account where:

- (a) the Customer is in default of any its obligations to make payment of any sums pursuant to clause 4;
- (b) the Customer repeatedly breaches any of the terms contained in these Conditions;
- (c) the Supplier, in its sole discretion, has reason to believe that the Trade Credit Account is being used by anyone other than the Customer; or
- (d) the Trade Credit Account is being used by the Customer outside of the scope of or otherwise than in accordance with these Conditions.

5.2 In the event that the Customer's Trade Credit Account is suspended in accordance with the provisions of this clause 5:

- (a) the Supplier shall notify the Customer of such suspension and the reasons for such suspension as soon as reasonably practicable; and
- (b) the Supplier may submit a statement for the total value of all orders submitted using the Trade Credit Account which are outstanding at the time of the suspension, such invoice shall be payable by the Customer immediately on receipt in accordance with clause 4.3.

6. TERMINATION OF TRADE CREDIT ACCOUNT

6.1 Either party may terminate these Conditions (and subsequently the availability of the Trade Credit Account to the Customer) by providing not less than 30 days written notice to the other party in writing.

6.2 The Supplier may, without prejudice to any other rights or remedies that it may have against the Customer, terminate these Conditions (and subsequently the availability of the Trade Credit Account to the Customer) with immediate effect in circumstances where:

- (a) the Customer fails to pay any amount due under these Conditions on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the Customer commits a material breach of any term of these Conditions, such breach being irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; or
- (c) the Customer has a receiver, liquidator or administrator appointed, is the subject of bankruptcy proceedings, ceases to trade, passes a resolution for or is the subject of a winding up order (except for the purpose of a solvent amalgamation or reconstruction), makes any composition or arrangement with creditors or is unable to pay debt as and when they fall due.

6.3 In the event that these Conditions are terminated (and subsequently the availability of the Trade Credit Account to the Customer is removed) for any reason whatsoever, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the value of all orders submitted using the Trade Credit Account which are outstanding at the time of the termination the Supplier may submit an invoice for the total value of such orders which shall be payable by the Customer immediately on receipt in accordance with clause 4.3.

7. LIMITATION OF LIABILITY

7.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

7.2 Subject to clause 7.1, the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any losses or any indirect or unforeseeable consequential loss arising under or in connection with any use of the Trade Credit Account, fraudulently or otherwise, by the Customer, any of the Customer's employees or agents or any third party.

7.3 The Customer shall indemnify the Supplier in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Supplier including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to any fraudulent use or other misuse of the Trade Credit Account by the Customer, any of the Customer's employees or agents or any third party.

8. DATA PROTECTION

8.1 Any personal data that the Customer gives to the Supplier pursuant to these Conditions, via the Application Form or through the Website will be governed by the data protection policies and procedures found in the Privacy Policy on the Website.

8.2 The Company will comply with its obligations under all applicable data protection laws in the United Kingdom, as amended from time to time.

8.3 The Supplier and the Customer acknowledge that the data protection laws in the United Kingdom may, separately and in addition to these Conditions and the Privacy Policy on the Website, provide for remedies to either party and third parties in respect of non-compliance.

9. ASSIGNMENT AND SUBCONTRACTING

9.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

9.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions without the prior written consent of the Supplier.

10. VARIATION

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, shall only be binding when they are agreed in writing and are signed by the Supplier.

11. SEVERANCE

11.1 If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

11.2 If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12. NOTICES

12.1 Any notice or other communication given to a party under or in connection with these Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause 12 and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or by email or fax.

12.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.1; if sent by pre-paid first class post or recorded delivery, at 09:00 on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email or fax, one Business Day after transmission.

12.3 The provisions of this clause 12 shall not apply to the service of any proceedings or other documents in any legal action.

13. WAIVER

A waiver of any right or remedy under these Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Supplier or the Customer to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. THIRD PARTY RIGHTS

A person who is not a party to these Conditions shall not have any rights under or in connection with it.

15. GOVERNING LAW AND JURISDICTION

These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claims), shall be governed by, and construed in accordance with, English law, and the Supplier and the Customer both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Stevenage

01438 879798

stevenage@wattsroofing.co.uk

Baldock

01462 491894

sales@wattsroofing.co.uk

Cambridge

01223 491711

cambridge@wattsroofing.co.uk

