



# Heritage Clay Tiles Ltd

Yesterdays Traditions Todays Choices Tomorrows Heritage

Hangmans Wood Ind. Park, Stifford Road, South Ockendon, Essex RM15 6RL

Tel: 01708 853953 Fax: 01708 851852

Email: [sales@heritagetiles.co.uk](mailto:sales@heritagetiles.co.uk) Web: [www.heritagetiles.co.uk](http://www.heritagetiles.co.uk)

## APPLICATION FOR A CREDIT FACILITY

ACCOUNT NAME.....

ADDRESS .....

.....

TELEPHONE NO..... FAX .....

STYLE OF ORGANISATION: \*Limited Company/SoleTrader/Partnership/Public Services/Charity \*Delete as appropriate

HERITAGE SALES CONTACT NAME .....

VAT REGISTRATION NO: ..... IF LIMITED, PLEASE STATE REGISTRATION NO .....

IF SOLE TRADER/PARTNERSHIP, PLEASE GIVE FULL NAME(S), HOME ADDRESS(S) AND TELEPHONE NO.

FULL NAME(S) .....

HOME ADDRESS(S) .....

.....

.....

HOME TEL NO: .....

NATURE OF BUSINESS: ..... DATE TRADE COMMENCED .....

CREDIT LIMIT APPLIED FOR £ .....

### REFERENCES

BANK ..... TELEPHONE NO .....

SORT CODE ..... ACCOUNT NO .....

#### TRADE REFERENCE 1

#### TRADE REFERENCE 2

.....

.....

.....

.....

TEL ..... FAX .....

TEL..... FAX .....

**I confirm that I have read and accept the terms and conditions of sale detailed overleaf. I understand that all orders will be placed on those terms (or any terms later adopted by you and notified to me in writing)**

I confirm that the information given in this application for a credit facility is in all respects true and accurate.

#### **Date Protection Act 1998 Notice**

Words shown in *italics* are defined in the Date Protection Act 1998 ("the Act").

Where i provide you with *personal data* ("data"), I understand that the data will be held securely, in confidence and *processed* for the purpose of carrying out your (insert description of Supplier trading activity) business and associated activities ("Activities"). In considering my application, I accept that you may consult with and disclose the data of credit reference agencies, banks, credit insurers and other responsible originations outside your business that you have nominated ("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 you hold on me if i apply to you in writing and pay the applicable fee.

(Optional for direct marketing purposes)

I agree that you may use the data to contact me with details of other products and services. Unless i have written to you objecting to you using the data for such purpose or i have not ticked the box below, i agree that you may contact me by post, telephone, fax, e-mail, via the internet or other communication means.

I object to you using the data for direct marketing purposes

AUTHORISED SIGNATURE OF DIRECTOR/COMPANY SECRETARY/OWNER: .....

NAME IN BLOCK CAPITALS ..... EMAIL.....

POSITION ..... DATE .....

**WHEN COMPLETE PLEASE RETURN TO ACCOUNTS DEPARTMENT FAX 0208 500 5426 or EMAIL ACCOUNTS@THEETGROUP.CO.UK**

<b>Internal use only:</b> Asm Code	Manager Agreement Yes/No	Date Received:
------------------------------------	--------------------------	----------------

# Heritage Clay Tiles Ltd

## Terms of Trading

<b>1 Business customers and consumers</b>	<b>7 Warranties</b>
1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.	7.1 We warrant that the goods:
1.2 All other terms apply to all customers.	7.1.1 comply with their description on our acknowledgement of order form; and
1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.	7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.4).
1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer, which are not affected by these terms. Contact your local trading standards office for more information. Words in <i>italic type</i> are legal words which clarify, rather than alter, the meaning of the relevant clause.	<b>7.2 Business customers only:</b> we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
<b>2 Price</b>	<b>7.3 Consumers only:</b> the warranty in clause 7.1 is in addition to your statutory rights.
2.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.	<b>7.4</b> If you believe that we have delivered goods which are defective in material or workmanship, you must:
2.2 Our quotations lapse after 28 days (unless otherwise stated).	7.4.1 inform us (in writing), with full details, as soon as possible; and
2.3 The price quoted excludes delivery (unless otherwise stated).	7.4.2 allow us to investigate (we may need access to your premises and product samples).
2.4 <b>Business customers only:</b> unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.	<b>7.5</b> If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 7.4) in full, we will (at our option) replace the goods or refund the price.
2.5 <b>Business customers only:</b> rates of tax and duties on the goods will be those applying at the time of delivery.	<b>7.6</b> We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only):
2.6 <b>Business customers only:</b> at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.	7.6.1 direct financial loss, loss of profits or loss of use; and
<b>3 Delivery</b>	7.6.2 indirect or consequential loss
3.1 All delivery times quoted are estimates only.	<b>7.7</b> Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £2,000,000.
3.2 All deliveries quoted by lorry are for full lorry loads and include up to thirty minutes unloading time at the place of delivery and subject to unobstructed good hard road and clear access.	<b>7.8</b> For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
3.3 You must unload and provide storage space for the goods on delivery, at no cost to us.	<b>7.9</b> Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
3.4 If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:	<b>7.10</b> Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
3.4.1 you may not cancel if we receive your notice after the goods have been dispatched or the goods are made to order; and	<b>8 Specification</b>
3.4.2 if you cancel the contract, you can have no further claim against us under that contract.	<b>8.1</b> If we prepare the goods in accordance with your specifications or instructions you must ensure that:
3.5 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).	8.1.1 the specifications or instructions are accurate;
3.6 We may deliver the goods in instalments. Each instalment is treated as a separate contract.	8.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
3.7 We may decline to deliver if:	8.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
3.7.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or	<b>8.2 Business Customers only:</b> We reserve the right;
3.7.2 the premises (or the access to them) are unsuitable for our vehicle.	8.2.1 to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
<b>4 Risk</b>	8.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.
4.1 The goods are at your risk from the time of delivery.	<b>9 Return of goods</b>
4.2 Delivery takes place either:	<b>9.1</b> We will accept the return of goods from you only:
4.2.1 at our premises (if you are collecting them or arranging carriage); or	9.1.1 by our prior agreement (confirmed in writing);
4.2.2 at your premises or address specified by you (if we are arranging carriage).	9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered) and
4.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within forty-eight hours of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.	9.1.3 where the goods are as fit for sale on their return as they were on delivery (less any costs incurred by us).
<b>5 Payment terms</b>	<b>10 Cancellation</b>
5.1 You are to pay us in cash or in cleared funds prior to delivery, unless you have an approved credit account.	10.1 You may not cancel the order unless we agree in writing (and clauses 3.4.2 and 10.2 then apply).
5.2 <b>Business customers only:</b> If you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.	10.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
5.3 If you fail to pay us in full on the due date we may:	10.3 We may suspend or cancel the order, by written notice if:
5.3.1 suspend or cancel future deliveries;	10.3.1 you fail to pay us any money when due (under the order or otherwise);
5.3.2 cancel any discount offered to you;	10.3.2 you become insolvent;
5.3.3 <b>Business customers only:</b> charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;	10.3.3 you fail to honour your obligations under these terms.
a. calculated (on a daily basis) from the date of our invoice until payment;	<b>11 Waiver and variations</b>
b. before and after any judgment (unless a court orders otherwise);	11.1 Any waiver or variation of these terms is binding in honour only unless:
5.3.4 <b>Consumers only:</b> charge you interest at a rate equivalent to the rate set for business debts under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;	11.1.1 made (or recorded) in writing;
5.3.5 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and	11.1.2 signed on behalf of each party; and
5.3.6 recover (under clause 5.8) the cost of taking legal action to make you pay.	11.1.3 expressly stating an intention to vary these terms.
5.4 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.	11.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
5.5 <b>Business Customers only:</b> you do not have the right to set off any money you may claim from us against anything you may owe us.	<b>12 Force majeure-business customers only</b>
5.6 <b>Consumers only:</b> you may only set off money you claim from us against money you owe us with our written agreement and on such terms as we may state.	12.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
5.7 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full ( <i>alien</i> ).	12.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
5.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs, legal costs on a full indemnity basis and the costs of instructing a debt collection agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.	<b>13 General</b>
5.9 <b>Consumers only:</b> clause 5.8 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.	13.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
<b>6 Title</b>	13.2 If you are more than one person, each of you has joint and several obligations under these terms.
6.1 <b>Consumers only:</b> your statutory rights are unaffected.	13.3 If any of these terms are unenforceable as drafted:
6.2 <b>Business customers only:</b> until you pay all debts you may owe us:	13.3.1 it will not affect the enforceability of any other of these terms; and
6.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:	13.3.2 if it would be enforceable if amended, it will be treated as so amended.
a. we revoke that right (by informing you in writing); or	<b>13.4</b> We may treat you as insolvent if:
b. you become insolvent.	13.4.1 you are unable to pay your debts as they fall due; or
6.3 <b>Business customers only:</b> you must inform us (in writing) immediately if you become insolvent.	13.4.2 you (or any item of your property) become the subject of:
6.4 <b>Business customers only:</b> if your right to use and sell the goods ends you must allow us to remove the goods.	a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
6.5 <b>Business customers only:</b> we have your permission to enter any premises where the goods may be stored:	b. any application or proposal for any formal insolvency procedure; or
6.5.1 at any time, to inspect them; and	c. any application, procedure or proposal overseas with similar effect or purpose.
6.5.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	13.5 <b>Business customers only:</b> All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
6.6 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	13.6 <b>Business customers only:</b> Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
6.7 You are not our agent. You have no authority to make any contract on our behalf or in our name.	13.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
	13.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
	13.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
	13.8.2 which expressly state that you may rely on them when entering into the contract.
	13.9 Please note that we may transfer personal information about you to those we may appoint to administer your account or recover amounts owing. That may include, for example, passing information about you to our insurers, debt recovery agents and solicitors, if you fail to pay us.