



ACCOUNT APPLICATION FORM

Please Tick: Credit Account <input type="checkbox"/> Cash Account <input type="checkbox"/>

BUSINESS INFORMATION

<i>Full Company name</i>		Address	Postcode
<i>Contact Name</i>		Nature of Business	
Contact Numbers	Phone Fax		
<i>Legal Entity</i>	<input type="checkbox"/> Limited Co <input type="checkbox"/> Partnership/Sole Trader	<input type="checkbox"/> Installer <input type="checkbox"/> Contractor <input type="checkbox"/> Other <input type="checkbox"/> Merchant	
	Est'd (No. of Years)		
<i>E-mail</i>		Vat Registration Number	
<i>Invoice Address</i>		Company Registration Number	
<i>Postcode</i>		Director/Partner/Sole Trader 2	Name:
<i>Director/Partner/Sole Trader 1</i>	Name:	Home Address	
<i>Home Address</i>		Postcode	
<i>Postcode</i>			

BANK REFERENCE / CREDIT LIMIT

Bank Name		Account Number	
Address		Sort Code	
Phone		Credit Limit Required	£

TRADE REFERENCES

Company name		Phone	
Address		Fax	
Post Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
Postcode Code		E-mail	
Type of account		Other	

INVOICE / STATEMENT AND ORDER NUMBER VERIFICATION

Do you require Order Numbers	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you require order acknowledgements via email	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Written <input type="checkbox"/> Verbal	Email for Order Acknowledgments:	
Sample Order Number		Email for Invoices & Statements:	

AGREEMENT TO COMPANYS TERMS AND CONDITIONS OF SALE

1. I give consent to a credit search being made on me as owner/partner or director of this organisation both now and at any future date. I understand this search will be recorded by the agency and may be disclosed to subsequent enquirers.
2. I confirm acceptance of the Company payment terms of **Nett Monthly**. Credit account payments to be received by end of month following invoice. All goods remain the property of Essex Plumbstore Limited until paid for in full.
3. I the undersigned as an officer of the applicant business hereby accept Essex Plumbstore Limited Terms and Conditions of sale. A copy of which I/We acknowledge having received.
To be signed by an Officer of the company or employee authorised to agree such matters.
4. I/We agree to receive marketing and promotional offers Yes No

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Please provide the following documents along with this application form:

- **LTD COMPANY**

1. COMPANY LETTER HEAD

- **SOLE TRADER**

1. 2 X HOUSEHOLD UTILITY BILLS
2. ID PASSPORT OR DRIVING LICENCE
3. COMPANY LETTER HEAD

- **CASH ACCOUNT**

1. COMPANY LETTER HEAD

PLEASE RETURN AN ORIGINAL SIGNED COPY TO ESSEX PLUMBSTORE LIMITED, YARDLEY BUSINESS PARK, LUCKYN LANE, BASILDON, ESSEX, SS14 3GL

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are ESSEX PLUMBSTORE LIMITED a company registered in England and Wales. Our company registration number is 13719391 and our registered office is at 601 London Road, Westcliff-On-Sea, England, SS0 9PE and our trading address is Unit 6 Yardley Business Park, Luckyn Lane, Basildon. SS14 3GL. Our registered VAT number is 395 7623 48.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01268 855766 or by writing to us at sales@essexplumbstore.co.uk or at Unit 6 Yardley Business Park, Luckyn Lane, Basildon. SS14 3GL.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we tell you that we are able to provide you with the product, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. Our products

4.1 Products may vary slightly from their pictures. The images of the products in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images in our catalogue or brochure.

4.3 Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

5. Your rights to make changes

5.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 Minor changes to the product. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements, for example to address a security threat.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as told to you during the order.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. If the product is a subscription to receive regular deliveries of a product, we will also tell you during the order process when and how you can end the contract for these products.

7.3 We are not responsible for delays outside our control. If our delivery of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.

7.5 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

7.6 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.7 When you own the products. You will not own the products until we have received payment in full for the products and all other sums that are or that become due to us for the sale of products.

7.8 Until you own the products. Until ownership of the products has passed to you,:

(a) You:

- (i) must store those products separately from all other goods held by you so that they remain readily identifiable as our property;
- (ii) not remove, deface or obscure any identifying mark or packaging on or relating to those products;
- (iii) maintain those products in satisfactory condition and keep them insured on our behalf for their full price against all risks with an insurer that is reasonably acceptable to us. You shall obtain an endorsement of our interest in the products on your insurance policy, subject to the insurer being willing to make the endorsement. On request you shall allow us to inspect those products and the insurance policy; and
- (iv) give us such information as we may reasonably require from time to time relating to:
 - (A) the products; and
 - (B) your ongoing financial position.

(b) We may require you to deliver up all the products in your possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so promptly, we may enter any of your premises or of any third party where the relevant products are stored in order to recover them.

7.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products in our brochure. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.11 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.12 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply

of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 13.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.5).

8. Your rights to end the contract

8.1 You can always end the contract for supply of a product before it has been delivered and paid for. You may contact us to end your contract for a product at any time before we have delivered it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 11, "Your rights in respect of defective products if you are a consumer" or clause 12, "Your rights in respect of defective products if you are a business"). If you are a consumer, having bought products online, and have just changed your mind about the product, see clause 8.3.

8.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the product for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than one month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you don't have the right to change your mind. You do not have the right to change your mind in respect of customised, bespoke or personalised products.

8.5 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8.6 Returning products after ending the contract. If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

8.7 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.8 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

8.9 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. How to end the contract with us (including if you are a consumer who has changed their mind).**10.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01268 855766 or email us at sales@essexplumbstore.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Print off the form in the schedule at the end of these terms and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

11. Your rights in respect of defective products if you are a consumer.**11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our consumer service team at 01268 855766 or write to us at sales@essexplumbstore.co.uk or at Unit 6 Yardley Business Park, Luckyn Lane, Basildon. SS14 3GL. Alternatively, please speak to one of our staff in-store.**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

11.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.**11.4 Manufacturer's guarantee.** If a product is sold with a manufacturer's guarantee any complaint made under the guarantee must be made direct to the manufacturer.**12. Your rights in respect of defective products if you are a business.****12.1** If you are a business customer we warrant that on delivery any products shall:

- (a) conform in all material respects with their description; and
- (b) be free from material defects in design, material and workmanship.

12.2 Subject to clause 12.3, if:

- (a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 12.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

12.3 We will not be liable for a product's failure to comply with the warranty in clause 12.1, if:

- (a) you make any further use of such product after giving a notice in accordance with clause 12.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) you alter or repair the product without our written consent; or
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

12.4 Except as provided in this clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 12.1.**12.5** These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

13. Price and payment

13.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order, or on our website, unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs) in full before the change in the rate of VAT takes effect.

13.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.

13.4 When you must pay and how you must pay. We accept payment most major credit or debit cards, or via other online payment methods if an order is made on our website. You must pay for the products (including delivery):

- (a) before we dispatch them; or
- (b) providing we have agreed otherwise in advance in writing, within 30 days of the end of the month in which products are dispatched.

13.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Our responsibility for loss or damage suffered by you if you are a consumer

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods; and for defective products under the Consumer Protection Act 1987.

14.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. Our responsibility for loss or damage suffered by you if you are a business

15.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 15.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by you for products under the contract.

16. Other important terms

- 16.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 16.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To ESSEX PLUMBSTORE LIMITED, Unit 6 Yardley Business Park, Luckyn Lane, Basildon. SS14 3GL.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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