



# Home and Trade Ltd

Electric Street, Burton Upon Trent, Staffordshire, DE14 1RQ.  
Tel: 01283535421 Email: sales@homeandtrade.co.uk

Application for a 30-Day Account  or a Cash Account

Trading Name/Title			
Proprietors or Partners Names			
Business Address		Street	
		Town	
		County & Postcode	
Telephone No.		Fax No.	
Mobile No.		Email	
Company Reg.		VAT Reg No.	
How Long Trading	Months/Years	No. of Employees	
Type of Work Undertaken Please tick all boxes that apply			
<input type="checkbox"/> Building	<input type="checkbox"/> Plastering	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Plumbing
<input type="checkbox"/> Kitchens	<input type="checkbox"/> Bathrooms	Other:	
Trade References: Please Provide Two Trade References			
Company			
Street			
Town			
Postcode			
Telephone No.			
How Long Known			
In Absence of Trading References	Homeowner?	Yes/No	
Brief Trading History:	Bank Details:		
Would you like your business advertised? Yes/No			
Would you like to be a part of the Home and Trade WhatsApp Group? Yes/No			
If yes, please provide a preferred Mobile No.			
Amount of Credit Required	Note: This should be your estimated monthly purchases inc. VAT.		
Signed	By signing this form, you are agreeing to our terms & conditions.		
Print	Note: All invoices must be paid in full		
Date	30-Days after invoice Date.		

**HOME & TRADE LTD.**  
**STANDARD CONDITIONS OF TRADING**

**1. GENERAL**

- (a) In these conditions the "Company" shall mean all trading names within Home & Trade Ltd. with whom an order shall be placed by the "Buyer". The "Buyer" shall mean any purchaser, firm or company placing an order with the "Company".
- (b) Our quotations do not constitute an offer. Orders placed with the Company shall not be binding on the Company or deemed accepted by it unless and until a written and unqualified acknowledgement and acceptance of such order is issued to the Buyer by the Company.
- (c) Unless otherwise agreed in writing the Company's conditions herein set out shall be deemed incorporated in any order placed by the Buyer and any acceptance of a Buyer's order by the Company shall be deemed subject to the acceptance by the Buyer of these conditions. In the event of any conflict arising between these conditions and any conditions which the Buyer might additionally seek to impose in relation to his order the Company's conditions shall prevail. These conditions override and replace any other conditions of the Company.

**2. PRICE**

The price payable shall be as follows: -

- (a) The price shall be deemed to be the Company's price prevailing at the date of despatch of the Goods to the Buyer.
- (b) In all cases and unless otherwise agreed in writing the price shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by the Buyer at the rate prevailing at the tax point.

**3. TERMS OF PAYMENT**

Where a settlement discount is allowed this will be stated by the Company and may only be taken if the account relating to these goods is paid within thirty days of the end of the month of despatch of the goods. In all other cases settlement of account is strictly net and payable within thirty days of the end of the month of despatch of the goods. Any payments or part thereof remaining unpaid after such period of the thirty days shall in the absolute discretion of the Company carry interest thereon at the rate of 4% per annum above the Bank of England's Minimum Lending Rate prevailing during the period such unpaid balance remains unpaid and shall be added to the said balance due from the Buyer to the Company and calculated on a daily basis.

**4. DELIVERY AND TRANSPORT**

- (a) Unless otherwise agreed in writing the Company reserves the right to charge the Buyer the cost of transportation of the goods to the destination which appears on the Buyer's order. In all cases the Buyer warrants that in cases where delivery is to be made by Road Transport sufficient and suitable access to the said destination including a road surface capable of withstanding the weight and size of the transport and loads involved is available. In the event of any additional costs or expense being incurred by the Company the full amount thereof shall be payable by the Buyer on demand.
- (b) Whilst every effort is made to deliver the goods on the dates within the periods mentioned in the Contract such dates or periods shall be deemed to be for information purposes only and shall not form part of the terms and conditions of the contract unless specifically agreed in writing to be "of the essence of the Contract" and in the absence of such special agreement the Company accepts no liability whatever for any loss or damage of whatsoever nature and howsoever arising which may be suffered by the Buyer as a result of any failure on the part of the Company to deliver goods on or within the dates or periods mentioned in the Contract. -

**5. RISK AND TITLE TO GOODS**

- (a) The risk in the goods passes to the Buyer upon delivery but title in 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 its parent company or any company which is a subsidiary of the Company or such parent company by the Buyer. In the event of the goods being sold by the Buyer in such a manner as to pass to a third party a valid title to the goods, whilst any sums are due as aforesaid, the Company's rights under this Condition shall attach to the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate account. Nothing herein shall constitute the Buyer the Agent of the company for the purposes of any such sub-sale.
- (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 therefrom and that prior to such payment the Buyer shall keep such goods in good condition and identifiable for this purpose.
- (c) In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub condition (a) hereof the Company shall have the ownership of and title to such other products as if they were the goods and accordingly sub condition (a) hereof shall so far as appropriate apply to such other products.

**6. DEFECTS AND REPLACEMENT**

- (a) The Company will at its own cost and expense repair and/or replace at its discretion the whole or any part of the goods forming the subject of the contract which are defective in quality or fail to comply with any specification laid down in the contract subject however to the following conditions:
- (i) in the event of any matter giving rise to complaint which would be apparent to the Buyer on reasonable inspection the Buyer must give notice thereof to the Company within three days from the date of delivery of the goods to the destination agreed in the Contract.
- (ii) in the event of a complaint in respect of a matter not apparent on reasonable inspection the Buyer must give notice thereof to the Company within three days of the defect complained of coming to the attention of the Buyer and/or its servants or agents but in any event notice of complaint must be given to the Company by the Buyer within six months of delivery of the goods to the destination named in the Contract.
- (iii) in all cases the Company must be given a reasonable opportunity following notice of complaint of examining the relevant goods.
- (iv) in the event of damage occurring to goods during transit the Buyer must give written notice to the Company within three days of the date of delivery to the destination named in the contract and further where such goods are consigned by an outside Carrier the Buyer must in addition comply in all respects with that Carrier's conditions of carriage for notification for loss or damage in transit
- (b) Save as mentioned in sub-paragraph (a) above the Company shall be under no liability whatsoever whether contractual, tortious or statutory for any defect of quality, shortfall in quantity, breach of specifications or stress grading or any other matter in relation to goods supplied or for any consequential damage, injury, loss or expense (including but not limited to loss of profit) howsoever caused thereby incurred by the Buyer or any other person, firm or corporation and whether arising directly or indirectly from any matter complained of in relation to the goods.
- (c) Any condition, warranty or statement as to the quality of the goods or of their fitness for any purpose whether express or implied by statute, trade, custom or otherwise is deemed excluded unless expressly accepted in writing by the Company.

**7. DETERMINATION AND DAMAGES**

- (a) Without prejudice to its rights the Company may determine the contract or suspend any future deliveries to the Buyer in the event of:
- (i) Any distress, execution or other legal process being levied upon any of the Buyer's assets.
- (ii) The Buyer entering into any arrangements or composition with his creditors, committing any act of bankruptcy or being a company entering into liquidation or having a winding up petition presented against it calling a meeting of its creditors, suffering the appointment of a Receiver in respect of the whole or any part of its undertaking or assets.
- (iii) Non payment by the Buyer of any monies due from it to the Company.
- (b) In the event of a determination by the Company of the contract in accordance with sub-paragraph (i) (ii) and (iii) above or any cancellation and/or repudiation of the contract by the Buyer the Company shall be entitled to recover as damages from the Buyer the following:
- (i) The value including any work completed or goods manufactured at the date of determination.
- (ii) The value of any work begun or goods begun to be manufactured at the date of determination.
- (iii) The value of any work begun or goods begun to be manufactured but not completed at the date of determination including the cost of materials, labour, overheads and profit connected therewith.
- (iv) A sum representing any further profit which the Company would have made on the contract but for its determination such profit to be determined by the Company's Auditors whose decision shall be conclusive and binding on the Buyer.

**8. SET OFF**

The Buyer shall not be entitled to withhold or set-off payment of any amount due to the Company under the terms of the Contract whether in respect of any claim of the Buyer in respect of faulty or defective goods or for any other reasons which it is contested or liability for which is not admitted by the Company.

**9. FORCE MAJEURE CLAUSE**

In the event of war, invasion, act of foreign enemy hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power the Company shall be relieved of liabilities incurred under this contract wherever and to the extent to which the fulfillment of such obligations is prevented frustrated or impeded as a consequence of any such event or by any statute rules regulations order or requisitions issued by any government department council or other duly constituted authority or from strikes, lockouts, breakdowns of plant or any other causes (whether or not of a like nature) beyond the Company's control.

**10. HEALTH & SAFETY AT WORK ACT 1974**

Certain products supplied by the Company could if incorrectly used, give rise to risks to health and safety. Information in respect of such products is freely available.