



Albert Haywood & Sons Ltd
 Glenmoor House
 West Park Ring Road
 Leeds. LS16 6QS
 Tel: 0800 074 4101

APPLICATION TO OPEN A CREDIT ACCOUNT

Full Title Of Firm:	
Invoice Address:	Delivery Address (If different)
Company Registration Number (Limited Co Only)	Telephone Number:
	Fax Number:
	Contact (Accounts)
	Email (Accounts) :
Value Of Credit Required: £ statements?	Do you require monthly Y / N
Statements & Invoices EMAIL or POST (circle applicable method)	
Contact (Purchasing)	

Trade Reference 1: (Name, Address, Telephone & Fax Number)

Trade Reference 2: (Name, Address, Telephone & Fax Number)

Proprietors / Partnerships Only

Name:

Private Address

Owned/Rented ? How long there ?

Proprietors / Partnerships Only

Name:

Private Address

Owned/Rented ? How long there ?

***** IMPORTANT INFORMATION *****

New Data Protection Laws 2018 : In order for us to contact you via email with regards to Special Offers / Flyers we now require your consent to do so

Could you please do this by ticking your selection below and provide us with a relevant email address for marketing purposes only :

***** Please be assured that we never share information with third parties, your details will be used only by Albert Haywood & Sons Ltd *****

Yes we would like to be included in your Direct Marketing Campaigns	No we do not want to be included in your Direct Marketing Campaigns
Tick here	Tick here

Marketing Email Address :

***** TO ASSIST US IN MAKING OUR DECISION WE WILL USE A CREDIT REFERENCE AGENCY, THE AGENCY WILL THEN KEEP A RECORD OF THIS SEARCH *****

I have read and agree to the standard conditions of business printed overleaf

Signed: _____

Position in company: _____

Date: _____

Please email form back to sales@haywoodsltd.co.uk

ALBERT HAYWOOD & SONS LTD

STANDARD CONDITIONS OF BUSINESS

1 General

(i) these conditions (unless the context otherwise requires) the expression "The Company" means Albert Haywood & Sons Ltd and the expression "The Customer" means the person, firm or company to whom a quotation is addressed or whose order is accepted by the Company.

(ii) Unless otherwise expressly agreed in writing by the Company these conditions shall apply to all quotations given, orders received and accepted, and contracts undertaken by the Company. In the event of conflict these conditions shall prevail. Acceptance of any quotation and the placing of any order with the Company includes acceptance of these conditions. If the Customer's order contains special printed conditions such conditions are only binding insofar as they are not at variance with these conditions and have been accepted in writing by the Company.

(iii) The singular in all cases shall employ the plural and vice versa.

2 Prices and Illustrations:

Prices are subject to continual changes. Illustrations contained in the Company's brochure are current at the time of going to press and are subject to alteration without notice. All goods are invoiced ex works at the prices ruling at the date of despatch. Whilst every care has been taken in compiling the Company's brochure the Company cannot accept responsibility for errors or omissions, descriptions or illustrations.

3 Payment:

(i) Subject to any terms of payment stated in a quotation or otherwise agreed in writing all accounts shall be paid net before the end of the month following the date of the invoice. Cheques and money orders shall be made payable to or to the order of the Company. Only the Company's official receipt will be treated as valid.

(ii) The company shall be entitled to charge interest on all overdue accounts until payment or judgement at the rate of 4% per annum above the base rate of National Westminster Bank PLC for the time being.

(iii) Customers desirous of opening a credit account are required to furnish two trade and one bank reference.

4 Delivery and Passing of Risk:

(i) Whilst every endeavour will be made to keep delivery promises given in good faith the Company cannot accept responsibility for later delivery due to circumstances beyond its control. The Company shall have the right to dispatch any portion of the goods sold or agreed to be sold separately and to invoice the Customer thereof on the same terms and conditions as are herein set forth for the whole contract. Each portion so dispatched shall for the purpose of payment be deemed to be a separate contract and may be invoiced separately. The goods shall be at the Customers risk on delivery and no liability will be accepted for:-

(a) damage or short delivery unless a claim in writing is made within 3 days of receipt of the goods; and

(b) non-delivery unless a claim in writing is made within 14 days of receipt of invoice.

(ii) The Company reserves the right to put the goods or any portion thereof into storage at the Customer's risk and expense in the following cases or in any other comparable circumstances:-

(a) Where the goods are about to be dispatched and the Customer notifies the Company that the Customer is or will be unable to receive or provide suitable storage space for the goods or for any other reason will be unable to accept delivery when tendered.

(b) Where the Company is ready to dispatch the goods but needs delivery instructions and such instructions have not been provided by the Customer.

(c) In an ex works contract where the Customer fails to collect the goods when ready after the Company has sent to the Customer a notice that the goods are ready and seven days have elapsed since dispatch of such notice or the Customer has acknowledged the notice.

5 Passing of Property:

(i) The property in any part of the goods (whether the legal equitable or beneficial interest thereon) shall not pass from the Company until the Customer shall have paid to the Company the whole of such sums due to the Company under any contract between the Company and the customer.

(ii) If any of the goods are processed into, incorporated in, used as materials for or mixed with other goods or property of materials prior to such payment the property (but not the risk) in the whole of such other goods or materials shall pass to the Company at the moment of such processing, incorporation, use or admixture and shall remain with the Company until payment of all such monies are specified in paragraph (i) above.

(iii) Until such payment is made the Customer shall possess all goods and materials the property in which is vested in the Company by virtue of this Condition on a fiduciary basis only and as bailee only for the Company and the Customer shall store such goods and materials at no cost to the Company so that they are clearly identified as belonging to the Company.

(iv) If any payment is overdue the Company may (without prejudice to any of its other rights and remedies) recover

and re-sell any or all of such goods or materials and may enter upon any land or building upon which the goods are situated or in which the goods have become incorporated for that purpose.

(v) The Customer has the right as agent of the Company to sell for the account of the Company any goods or materials of the said property in which is vested in the Company by virtue of this Condition and to pass good title to the goods or products to his Customer being a bone fide purchaser for value without notice of the Company's rights. In such event the Company shall be entitled to and the Customer shall be under a fiduciary duty to retain in a separate account and to pay to the Company the proceeds of such sale to the extent that any monies are owed by the Customer to the Company. In addition the Company shall be entitled to make a claim directly against the Customer's customer for any purchase monies unpaid by such Customer provided that the Company shall return to the Customer any monies recovered in excess of the amount then owing by the Customer to the Company together with costs and expenses involved in making such claim.

6 Suspension or Cancellation of Deliveries:

If the Customer shall fail to pay to the Company on the date any sum payable hereunder or shall have a receiving order in bankruptcy made against him or make any arrangements with his creditors or being a body corporate shall have a Receiver appointed or if any order shall be made or any Resolution passed for winding up the same the Company may without prejudice to its other rights demand immediate payment by the Customer of all unpaid accounts and either suspend or cancel further deliveries and debit the Customer with any loss sustained thereby. If the customer cancels his order the Company shall be entitled to recover any loss sustained thereby from him .

7 Orders

Written confirmation of telephone orders should be clearly marked as such otherwise the Company cannot be responsible should the order be duplicated. The right is reserved to refuse cancellation of any order placed. The Company reserves the right to impose a surcharge on orders of less than £5 net value exclusive of value added tax and a minimum invoice charge of £10.00 may be applied.