

BRANCH USE ONLY	ACCOUNTS USE ONLY	
Branch Name:	Account Code:	Credit Limit Set:
Branch No:	Date Received: ____/____/____	CPC:



JAMES HARGREAVES (PLUMBERS MERCHANTS) LTD
 Head Office: Parliament Street, Burnley, BB11 3JT
www.jameshargreaves.com
 Tel: 01282 722000
 Company Reg No. 00188491

APPLICATION TO OPEN A CREDIT ACCOUNT

All required sections must be completed. (See table below) All information submitted will be treated in strictest confidence.

Every Applicant must complete Section 1

Depending on your Business type you must also fill in either section 2, 3 or 4

Limited Companies must complete section 2

Public Body/Corporation or Government Agency must complete section 3

Sole Traders, Partnerships & LLP must complete section 4

SECTION 1 - To be completed by all applicants

Business Details

Full Business Trading Name

How long has your business traded under this name?

Credit Limit Requested £

Invoice Address

Tel

Mobile

Website Address

Postcode

Main Business Account Contact Details

First Name

Last Name

Tel

Mobile

Email

Opt into text

☐ YES

☐ NO

Main Purchasing Contact Details (if applicable)

First Name

Last Name

Tel

Mobile

Email

Opt into text

☐ YES

☐ NO

Accounts Team Contact Details

First Name

Last Name

Tel

Email

Email for Receipt of invoices

SECTION 1 – To be completed by all companies (continued)

At James Hargreaves, we support paperless processes to help save the environment. By default, we will send Invoices, Credits and Monthly Statements by email. In addition, Invoices, Credits, Statement & PODs can be downloaded easily from our Customer Portal at your convenience.

Please tick if you would like access to our Customer Portal ☐

Does your business operate from Multiple Locations? ☐ YES ☐ NO

Does your business own any of the buildings it operates from? ☐ YES ☐ NO

VAT Reg No.

Annual Turnover £

Have any of your company's principals (directors/partners/trustees or proprietors) been involved in any of the following?

Liquidation ☐	Bankruptcy ☐	IVA ☐	Disqualified from acting as a Company Director ☐
CVA ☐	Receivership ☐	CCJ ☐	

If you have ticked any of the boxes above please give details on a separate sheet.

Business Bank Details

Bank Name

Account No.

Sort Code

Bank Address

Post Code

Are Purchase Order codes required?

☐ YES

☐ NO

Trade References

Please provide details of **THREE RELEVANT** trade credit account references for your business

Business Reference 1

Company Name

Tel

Contact Name (optional)

Email

Average Annual Purchases £

Years trading with them

Credit Limit £

Business Reference 2

Company Name

Tel

Contact Name (optional)

Email

Average Annual Purchases £

Years trading with them

Credit Limit £

SECTION 1 - To be completed by all companies (continued)

Business Reference 3

Company Name	Tel
Contact Name (optional)	
Email	Average Annual Purchases £
Years trading with them	Credit Limit £

What does your company do? - Tick one box that best applies and then fill in the corresponding coloured section

☐ **Building Trade Based Business** - Fill in **A** **OR** ☐ **Non Building Trade Based Business** - Fill in **B**

A: What work does your BUILDING TRADE BUSINESS undertake? - Please tick **all** that apply

Domestic Heating	☐	Commercial Heating	☐	General Building Maintenance	☐
Domestic Plumbing	☐	Commercial Plumbing	☐	Builder	☐
Domestic Bathrooms	☐	Commercial Bathrooms	☐	Drainage	☐
Domestic Heating Service Engineer	☐	Renewable Heating Installations	☐	Kitchen Fitter	☐
Underfloor Heating	☐	New Build Contractor	☐	Government Funded Projects	☐

B: What sector(s) does your NON BUILDING TRADE BASED BUSINESS operate in? - Please tick **all** that apply

Hospitality	☐	Local Government	☐	Agriculture Transport	☐
Leisure	☐	Industrial / Manufacturing	☐	Transport	☐
Education	☐	Retail	☐	Other Small/ Medium Business	☐
Healthcare	☐	Charity	☐	Other Large Business	☐

In which areas of the UK does your business regularly operate/work in?

Please tick **all** that apply

North West	☐	West Midlands	☐	South East	☐
North East	☐	Anglia	☐	Wales	☐
Yorkshire and Humber	☐	London	☐	Scotland	☐
East Midlands	☐	South West	☐	Northern Ireland	☐

Approximately how many Plumbing, Heating and Bathrooms orders does your business make in an average month?

What is your business's MONTHLY Plumbing, Heating and Bathrooms spend across all merchants?

Please tick **one** option

Up to £999	☐	£1,000 to £4,999	☐	£5,000 to £9,999	☐	£10,000 to £29,999	☐	£30,000 to £49,999	☐	£50,000+	☐
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SECTION 2 - To be completed by Limited Companies only & signed by Directors**Registered Company Name & Address If different from Trading Name & Address mentioned in Section 1**

Registered Company Name

Registered Company Address

Company Registration No.

Date of Incorporation

Postcode

Ultimate Parent Company Registration No. (If any)

I/We agree to operate my/our account in accordance with James Hargreaves (Plumbers Merchants) Ltd's Standard Terms & Conditions of Sales (of which I/we have received and hold a copy) and agree that all transactions are entered into based on these conditions to the exclusion of all others. I/We acknowledge that these Terms & Conditions of Sales may be varied from time to time by James Hargreaves (Plumbers Merchants) Ltd.

I/We authorise James Hargreaves (Plumbers Merchants) Ltd to take up references from the Credit Reference Agencies at any time, which may also include the identity verification of Principals (Directors/Proprietors/Partners/Trustees). I/We authorise James Hargreaves (Plumbers Merchants) Ltd to request credit references from any of the referees or bank mentioned in Section 1 of this form.

Credit Guarantee. This is a Personal Guarantee.

In consideration of your agreeing to supply goods to us on credit, I/we jointly or severally guarantee payment personally all the financial obligations to James Hargreaves (Plumbers Merchants) Ltd, including financial obligations arising from any increase in the credit limit granted by James Hargreaves (Plumbers Merchants) Ltd from time to time, sums now due, or which may become due at any time in the future and which have not been paid according to the agreed terms.

Company Directors complete and sign**Company Director 1**

First Name

Last Name

Home Address

Date of birth (DD/MM/YYYY)

Signature

Postcode

Date

Company Director 2

First Name

Last Name

Home Address

Date of birth (DD/MM/YYYY)

Signature

Postcode

Date

Company Director 3

First Name

Last Name

Home Address

Date of birth (DD/MM/YYYY)

Signature

Postcode

Date

SECTION 3 - To be completed by Authorising Signatories of Public Body/Corporation or Government Agency only

I/We agree to operate my/our account in accordance with James Hargreaves (Plumbers Merchants) Ltd's Standard Terms & Conditions of Sales (of which I/we have received and hold a copy) and agree that all transactions are entered into based on these conditions to the exclusion of all others. I/We acknowledge that these Terms & Conditions of Sales may be varied from time to time by James Hargreaves (Plumbers Merchants) Ltd.

I/We authorise James Hargreaves (Plumbers Merchants) Ltd to take up references from the Credit Reference Agencies at any time, which may also include the identity verification of Principals (Directors/Proprietors/Partners/Trustees). I/We authorise James Hargreaves (Plumbers Merchants) Ltd to request credit references from any of the referees or bank mentioned in Section 1 of this form.

First Name

Last Name

Title/Role

Email

Signature

Date

SECTION 4 - To be completed by Sole Trader, Partnerships & LLP only**Please provide full details of each partner (continue on separate sheet if necessary)**

Registration Number (LLP Only), Reg No.

Registration Address (LLP Only)

Postcode

Sole Trader / Partner 1

First Name

Last Name

Tel

Mobile

Email

DOB

Home Address

Previous Home Address

Please also give previous address if resident at current address for less than two years

Postcode

Postcode

Home Owner

☐ YES☐ NO**Partner 2**

First Name

Last Name

Tel

Mobile

Email

DOB

Home Address

Previous Home Address

Please also give previous address if resident at current address for less than two years

Postcode

Postcode

Home Owner

☐ YES☐ NO

I/We agree to operate my/our account in accordance with James Hargreaves (Plumbers Merchants) Ltd's Standard Terms & Conditions of Sales (of which I/we have received and hold a copy) and agree that all transactions are entered into based on these conditions to the exclusion of all others. I/We acknowledge that these Terms & Conditions of Sales may be varied from time to time by James Hargreaves (Plumbers Merchants) Ltd.

I/We authorise James Hargreaves (Plumbers Merchants) Ltd to take up references from the Credit Reference Agencies at any time, which may also include the identity verification of Principals (Directors/Proprietors/Partners/Trustees). I/We authorise James Hargreaves (Plumbers Merchants) Ltd to request credit references from any of the referees or bank mentioned in Section 1 of this form.

Credit Guarantee. This is a Personal Guarantee.

In consideration of your agreeing to supply goods to us on credit, I/we jointly or severally guarantee payment personally all the financial obligations to James Hargreaves (Plumbers Merchants) Ltd, including financial obligations arising from any increase in the credit limit granted by James Hargreaves (Plumbers Merchants) Ltd from time to time, sums now due, or which may become due at any time in the future and which have not been paid according to the agreed terms.

Signature of Sole Trader / Partner 1

Signature of Partner 2

Print Name

Print Name

Date

Date

CHECK LIST FOR ALL APPLICATIONS

Attached a void letterhead and void cheque or pay-in slip (All Applicants)

☐

Attached any supplementary sheets that are required

☐

TERMS AND CONDITIONS OF TRADING. JAMES HARGREAVES (PLUMBERS MERCHANTS) LTD

1.

Introduction

All business undertaken by the Company is transacted subject to these conditions each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers. No agent servant or employee of the Company has the Company's authority to alter or vary these conditions.
2.

Customer's Authority

Customers entering into transactions with the Company expressly warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may become interested in the Company's goods or products whether in whole or part.
3.

Withdrawal or Alteration of Quotations

All quotations are subject to withdrawal or alteration in whole or part by the Company at any time until the customers acceptance of or orders given upon them have been subsequently confirmed by the Company in writing.
4.

Company's Agents and Suppliers

Any orders instructions and requests placed with or given to the Company may be in the absolute discretion of the Company be complied with by the Company itself by its own servants or agents or by the Company employing or instructing or entrusting others for whatever purpose on such conditions as such others may stipulate to perform part or all of such functions including the carriage or transportation of part or all of the goods or products whether complete or not and the customer agrees for himself his servants agents or nominees that any such conditions shall be binding upon him as if the customer had given direct instructions to or placed the order with any person as the Company may employ in transactions undertaken by the Company on behalf of its customer.
5.

Price Variation

All prices quoted by the Company may be varied by it at any time to correspond with any variation in the prices or costs of materials which may occur at any time before delivery of the order to the customer is completed.
6.

Deliveries

(a) Deliveries under contract may be suspended by the Company wholly or in part without liability during and for a reasonable time after lockouts combinations of work people bombardments aircraft damage military or civil disturbance not fire flood breakdown accident or other cause whatsoever imposing upon the Company total or partial stoppage of the Company's works or the supply to the Company of materials or labour or involving partial or total restriction or suspension of the facilities for transport power light or other essential services usually available.

(b) All estimates given by the Company relating to the time or period for delivery or otherwise are subject to any delays arising from any cause referred to in sub paragraph (a) above. Such estimates are based on current conditions as to labour and materials and any change in those conditions causing delay shall not give rise to any claim against the Company.

(c) No responsibility will be accepted by the Company for loss or damage in transit of the goods unless the Company are notified within 3 days of receipt of the goods followed by a complete claim in writing within five days or in the case of non delivery unless the Company are notified in writing within 14 days of the date of despatch.
7.

Customer Specifications

The customer shall supply details of specifications in reasonable time to enable the Company to complete and deliver the goods within the specified period.
8.

Descriptions and Illustrations

(a) Any descriptions illustrations weights dimensions or particulars of performance capacity or output submitted by the Company are approximate only and intended only as a general guide.

(b) The Company reserves the right to vary the detail in any description illustration or catalogue or in any quotation provided by it without notice and further gives no warranties implied or otherwise that any goods or products are available for immediate transmission or delivery to a customer.

(c) Any drawing photographic material of any description catalogue literature leaflets blueprints quotations and all or any documents produced for the purpose of any works of any description to be performed by the Company shall remain the exclusive property of the Company and will be returned on demand and shall not be copied or otherwise reproduced without first obtaining the consent of the Company.
9.

Warranties and Guarantees

All goods are sold subject to the manufacturers guarantee (if any) insofar as the Company is able to pass on the benefit to the customer. Such guarantees are given in lieu of and to the exclusion of all other conditions warranties and guarantees and save as aforesaid the Company gives no conditions warranties or guarantees in respect of any goods supplied by it and accepts no responsibility for any injury loss or damage howsoever caused by reason of any defect in such goods and all expressed or implied conditions or warranties statutory or otherwise to quality or fitness for any purpose or correspondence with description or sample or otherwise are expressly excluded.
10.

Payment

(a) Unless otherwise stipulated by the Company all accounts are strictly net and must be paid in full in cash or by approved cheque or other method on the due date.

(b) The Company shall be entitled

(i) to charge interest at the rate of 2% above Midland Bank Limited minimum lending rate for the time being should any account be overdue for a period of more than 30 days

11.

(ii) to recover from the customer all legal and other costs and expenses incurred by the Company in respect of any action taken to recover monies due on such overdue accounts.

Passing of Property in Goods

The legal ownership in any goods or products delivered by the Company to the customer or his servant, agent or nominee shall remain in the Company (save as regards risk thereto) until all invoices statements or accounts of the Company rendered by the Company to the customer or his servant, agent or nominee have been discharged in full and in the event of default or delay in payment howsoever arising the Company shall be entitled to demand the return of the goods which shall be forthwith delivered to the Company. The customer undertakes to insure the goods or products for the full marketable value and further undertakes to ensure that the goods are not disposed of seized or taken into the custody of any third party pending payment of such invoices statements and accounts.

Should the customer re-sell the goods or products in the ordinary course of business prior to the passing of ownership he shall account to the Company for the proceeds of the re-sale. The customer further undertakes to indemnify the Company in respect of all costs expenses damages and claims of any description material to the recovery of the goods or products from the customer or any third party. Any goods or products delivered by the Company to the customer shall be kept separate and readily identifiable from goods of any other supplier pending full payment of all invoices statements or accounts but if such goods or products are reprocessed by the customer into any other form then the Company shall have a part share in any such goods up to the value of such unpaid invoices statements and accounts until the same shall have been paid. Until the customer shall have paid all monies due to the Company on any account in respect of any Order the Company shall be entitled to withhold delivery of any further goods to the customer.
12.

Lien

All goods and products and documents relating to such goods or products shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or products or for any particular or general balance or other monies due from the customer to the Company. If any monies due to the Company are not paid within 1 calendar month after notice has been given to the customer that such goods are being retained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the customer and the proceeds applied in or towards satisfaction of such indebtedness.

Customer Claims or Counterclaims

A claim or counterclaim by the customer against the Company in respect of one particular transaction shall not be made the reason for deferring payment or withholding payment of monies payable or liabilities incurred to the Company in respect of any other transaction.
13.

Termination or Suspension of the Contract

(a) Destruction or Damage - If the goods are destroyed or damaged at any time before despatch the Company will be at liberty to terminate the Contract without incurring any liability for any loss or damage resulting from such cancellation.

(b) In the event of either -

(i) The Company being delayed in or prevented from making delivery due to act of God force majeure war civil disturbance requisitioning statutory restrictions import or export regulations strike lock-out trade dispute difficulty in obtaining labour materials breakdown of machinery fire accident or any other cause whatsoever beyond the Company's control or

(ii) Non delivery by the Company's suppliers or damage to or destruction of the whole or part of the goods the Company shall be at liberty to cancel or suspend the contract without incurring any liability for any resultant loss or damage.
14.

(c) Default of customer - If the customer shall default in any of his obligations to the Company or commits any breach of the terms of any contract entered into by the Company with the customer or any agent or nominee of the Company then the Company shall have the right to terminate without notice any agreements arrangements orders or obligations of any description and invoice the customer for any work performed and expense incurred including any loss of profit forthwith and the customer shall pay such invoice so rendered in accordance with the applicable clauses hereof.

(d) Bankruptcy and liquidation of customer - The Company shall also have the right to determine any agreement or order or other obligation whether contractual or not if the customer shall make or offer to make any agreement or composition with creditors commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented and made against the customer and if the customer is a limited company as defined by statute then if any resolution or petition to wind up (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if the Receiver of the customers undertaking property or assets or any part thereof shall be appointed the Company shall have the right of determination on the terms hereinbefore expressed.
15.

Extent of Conditions

The foregoing terms and conditions supersede and exclude all general or special terms or conditions imposed or sought to be imposed by the customer at any time in relation to the contract.
16.

Returns

Goods cannot be taken back without the Company's previous consent and should in all cases be accompanied or preceded by advice notes. To assist in avoiding loss or delay in transit goods should not be returned in cases consigned as "empty".