

Credit Account Application

Please complete this form and return it by email to salesledger@cphart.co.uk, fax on 01322 381071 or by post to the following address: C.P. Hart, Unit 40, Charles Park, Claire Causeway, Dartford DA2 6QA

Company Name: _____

Trading Name (If different): _____

Address: _____

Post Code: _____

Email: _____

Telephone Number: _____

Fax Number: _____

Mobile Number: _____

Company Registration Number: _____

Registered office at: _____

Parent Company: _____

Contact Number: _____

Directors Name: _____

Contact Number: _____

If Sole Proprietor or Partnership please provide all names and home addresses

Full Name & Current Address: _____

Date of Birth: _____

Full Name & Current Address: _____

Date of Birth: _____

Accounts Contact: _____

Email Address: _____

Telephone Number: _____

Type of company (Please tick box)

Public

Private

Partnership

Sole Trader

No of years established: _____

Nature of business: _____

Contact name at C.P. Hart: _____

Credit limit required: _____

(1 of 2)

Credit Account Application

TRADE REFERENCES (except Travis Perkins, Grafton & Saint Gobain)

1. Name Address:

Telephone:

2. Name Address

Telephone:

BANK INFORMATION

Bank name:

Address:

Account No.

Sort code:

(We may need a copy of your latest set of audited accounts)

AGREEMENT

I/We wish to open a premier account with C.P. Hart and agree that the account is opened and operated under C.P. Hart standard terms and conditions.

Please be aware all payments made using Corporate Credit Cards or Charge Cards will be subject to a surcharge of 2%.

Signature: _____ Date: _____

Please print your name: _____

Position held within the company: _____

Please attach a copy of your Company Letterhead

By signing this form this form and making this application for credit, I consent to C.P. Hart & Sons Ltd undertaking credit reference enquiries with Credit Reference Agencies as well as Banks and Trade References named above at any time during the course of my trading with C.P. Hart. I consent to C.P. Hart maintaining records of such enquiries and to C.P. Hart sharing information about the way I conduct my account with C.P. Hart with other lenders and Credit Reference Agencies. I also consent to the disclosure about myself to agents of C.P. Hart & Sons Ltd.

Should the application be accepted we will enclose a copy of the credit application form received from your company along with an acceptance letter to your company's registered office as part of a fraud detection procedure. It is very important that you notify us immediately if your company has not in fact authorized this particular application for credit. If we do not receive any response from you to this letter, we will assume that the application for credit we have received is a legitimate application which has been duly authorized by your company and will proceed with supply of goods on credit.

(2 of 2)

Terms and Conditions of Sale – C P Hart Bathrooms

These terms and conditions of sale are for our retail and credit customers. Customers who purchase mail order via our website should see our website for applicable Terms and Conditions.

Definitions

In these Conditions the following words shall have the following meanings:

The “Buyer” shall mean the company, firm, consumer, or person seeking to purchase the Goods from the Company.

The “Company” shall mean C P Hart & Sons Ltd.

The “Contract” shall mean any contract for Goods and/or Services made between the Company and the Buyer.

The “Goods” shall mean the products, articles, or items to be sold by the Company.

The “Services” shall mean any services provided by the Company to the Buyer (whether or not the Buyer shall purchase Goods or not).

1. Price

Any Price quoted by the Company is based upon current prices ruling as at the date appearing on the quotation, but the actual price charged to the Buyer under the contract shall be based upon such ruling price (less any discount allowed by the Company) as at the date of order and shall include the cost of storage and insurance (if any) as per clause 5.3 below.

VAT will be charged at the current rate.

2. Cancellation by the Buyer

There are two groups of products supplied by the Company

i) Stock products, defined as:- all products currently held in stock.

ii) Non-stock products, defined as ‘Specials’: any product that is not held in stock. Special products cannot be cancelled or returned and will be charged for in full.

3. Cancellation Charges

Products

Prior to delivery

After delivery, in original wrapping

After delivery, opened packaging

Stock Products

No charge

Collection & 25% admin charge

Not cancellable

Non Stock

Not cancellable

Not cancellable

Not cancellable

Goods supplied without packaging must be in a resalable condition. Refunds will not be made for goods that show signs of attempted installation, whether or not in original packaging.

Returns are accepted at the sole discretion of the Company.

4. Payment

4.1 Retail customers are responsible for ensuring that all goods are paid for in full, 10 business days before delivery. Payment must be by cleared funds to avoid delay in receiving the Goods. The Company shall not be bound to give up possession of the Goods until it shall have received full payment in cleared funds.

4.2 Credit account customers shall pay the full amount of all invoices within 30 days from month-end of invoice date. The Company shall be entitled at its absolute discretion to withdraw credit at any time.

4.3 Time for payment of the Goods shall be of the essence of the Contract. Accordingly if the Buyer fails to make any payment on due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer.

4.4 The Company reserves the right to charge interest on all overdue accounts at the rate of 8% per annum above (National Westminster) Bank lending rate from time to time.

4.5 All payments made using Corporate Credit Cards or Charge Cards will be subject to a surcharge of 2%.

5. Delivery

5.1 Any time or date stated on a written quote or order, or given verbally, is given as an estimate only. Time for delivery of the Goods shall not be of the essence unless previously agreed in writing by the Company. Buyers are advised to only commit to an installation schedule once the goods have been received and checked. The Company shall not be liable for any costs or other losses incurred by the Buyer, their agents or any other third party due to an installation schedule committed to by the Buyer prior to the Goods being received and checked. Any failure to take delivery by the Buyer shall be deemed to be a breach of the Contract.

5.2 The Company shall be entitled to make partial deliveries or deliveries by instalments. Each instalment shall be a separate agreement to which all the provisions of these conditions shall apply. Signature of any note by an agent, employee or representative of the Buyer shall be conclusive proof of delivery. The Buyer must within 48 hours of the delivery inspect the Goods and immediately advise the Company in writing of any damage for investigation. Quantities of goods supplied should be confirmed at point of delivery, subsequent claims for shortages will not be accepted. Any queries concerning invoices should be notified to the Company within three working days of receipt of the invoice by way of email to salesledger@cphart.co.uk. Risk of loss or damage to the Goods passes to the Buyer when the Goods are accepted by the Buyer, or the Buyer's representative or agent.

5.3 The Buyer agrees to accept delivery within 3 months of the order being fully available. In the event of the Buyer not accepting the Goods within this period, the Company reserves the right to charge storage and insurance of the Goods at the rate of 2% of the total order value per month or part thereof.

6. Warranty and Liability

6.1 The Company shall make good by reimbursement of the whole or part of the price or at its option by repair or replacement any defect developing under normal use of the Goods, provided that the defect in question shall have appeared within 12 months after the Buyer shall have taken possession of the Goods or performance of Services completed, and shall have thereupon promptly notified the Company in writing, and any Goods alleged to be defective shall, if required by the Company, be made available for collection by the Company. If the Goods are found to be defective any return carriage, delivery expenses and/or direct and predictable reasonable expenses incurred solely due to defective Goods will be reimbursed to the Buyer upon provision of evidence of such expense. In the event of the Goods not being defective the Buyer will be liable to reimburse the Company any reasonable expenses or costs incurred by the Company and/or its' agents. The Company shall not be liable for any claim or claims relating to any breach of warranty expressed or implied, brought after 12 months of the date of delivery. Extended warranties beyond 12 months are the responsibility of the manufacturer.

6.2 The liability of the Company is also subject to compliance by the Buyer with all the terms contained in this Contract.

6.3 The Company shall, in relation to the Goods and Services, have no obligation to the Buyer, other than the express obligations contained in these conditions or in any other document expressly incorporated in writing into the contract. Accordingly, it shall be for the Buyer to insure against any liability arising from the performance of the Services and from its use of the Goods.

6.4 Although the Company offers comprehensive advice on the products supplied, the Company shall not be held liable for the suitability of Goods, as full installation details cannot be determined at the point of sale. All fittings purchased for installation should be confirmed to be suitable by the Buyer and/or the Buyer's installer.

7. Force Majeure

The Company shall have no liability whatsoever for any failure to perform, or any delay in the performance of any of its' obligations under the contract arising wholly or in part by reason of any factor beyond its' direct control, such as the availability of Goods from third parties.

8. Proper Law and Notices

All contracts made between the Company and the Buyer shall be governed by English Law, and the Buyer shall submit to the jurisdiction of the English Courts. Any notice required to be given in writing under the Contract shall be given either by facsimile transmission to the Company's head office or by first class post addressed to the registered office and/or head office of the party for which it is intended.

9. These terms and conditions do not affect your statutory rights.