avonside supplies

Application for a trade credit account

Please complete this form in block capitals

Office use only	Introducer *(Block Capitals)*

About you and your business

Company name		
Trading name (if applicable)		
Date Established	/ /	
Full postal address	**Address 1**	
	Address 2	
	Address 3	
	City	
	County	
	Postcode	
Telephone		
Mobile		
Email		
Are you a…	❑ Limited Company ❑ Sole Trader ❑ Partnership ❑ Self builder/Homeowner	
If Limited Company, please provide the following details:	**Registered name**	
	Registration no.	
	Address of registered office	
Do you have any other accounts with us? If yes please include name of account or account no.	**Yes** ❑ **No** ❑	A/c name:

Names and home addresses of directors/partners/proprietors

To be completed by proprietor, partner or director

Proprietor/partner/ Director 1: Name		**Proprietor/partner/ Director 2: Name**	
Home address		**Home address**	
Postcode		**Postcode**	
Home telephone		**Home telephone**	
Mobile		**Mobile**	
Date of birth		**Date of birth**	

Accounts 0117 906 3077
Fax 0117 906 3079
creditcontrol@avonside.co.uk
www.avonside.co.uk

Registered Office: Olympus House, Britannia Road,
Patchway, Bristol, BS34 5TA
Registered in England No: 01741116
VAT No: 398 7679 58

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Your Contact Information

Contact 1: Name		**Contact 2: Name**	
Home address		**Home address**	
Postcode		**Postcode**	
Home telephone		**Home telephone**	
Mobile		**Mobile**	

Your needs Please complete to help us understand your business requirements

Does your business require order numbers or job references? If yes please specify.		Yes ❑ No ❑	Order no/Ref no:
Credit limit required	£		
Number of employees			
The main Avonside branch you intend to trade with?			
Estimated monthly spend on materials generally	£		

What we need / Trade references Please provide names and addresses of two trade references for your business

Company 1: Name		**Company 2: Name**	
Address		**Address**	
Postcode		**Postcode**	
Telephone		**Telephone**	
Email		**Email**	

Banking details Please provide full details of your main account

Bank name								
Bank address								
Postcode								
Account number								
Sort code			-			-		

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How you heard of us

Newspaper/magazine advertising		Social media	
Referral/recommendation		Email	
Google/search engine		Leaflet	
Event/trade show		Billboard	

Business category

Bathroom Installer		Building Contractor (Domestic)		Building Contractor (Commercial)	
Kitchen Installer		Charities		Decorator	
Plumbing Engineer		General Trades (e.g. Labourers		Groundworker/Civil Engineer	
Heating Engineer		Self-Builder/Homeowner		Loft Conversion	
General Maintenance		Floor Screeder		Plaster/Dry Liner	
Mechanical/Electrical		Property Developer		Roofer	
Home Branch		Representative			

Trading terms and conditions Please read in full

By signing this application form you accept that we will complete a credit check on the information you have provided above, which may include searches through credit reference agencies, who may record the search. You also accept our trading terms and conditions as provided with this document.

You will automatically receive invoices and statements by email. If you wish to opt out from receiving these electronically, a small charge will be made for posting these items to you (please check with us for current rate).

If you would like to receive e-marketing updates, please indicate your preference: Events ❑, Exclusive discounts ❑, Product information ❑. Please note that we will never share your details with any other company or third parties.

Your account cannot be opened unless you have attached to this application the following:

1. Credit Applications for Limited Companies:
   - Driving License for the Director
   - Proof of Address – Utility Bill/Bank Statement dated within last 3 months
2. Credit Applications for Partnership:
   - Driving License for both Partners
   - Proof of Address – Utility Bill/Bank Statement dated within last 3 months
3. Credit Applications for Sole Trader:
   - Driving License for the Owner
   - Proof of Address – Utility Bill/Bank Statement dated within last 3 months

Avonside Staff Member	

Please check form is completed in full to avoid delay in processing, then sign below and return. The form must be signed by either a director or a partner of the proprietor of the business.

Signed		Position in business	
Print name		Date	

Office Use	Credit Limit	Date Opened	Account Code	Authorised

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Trade Terms and Conditions

1. Interpretation

1.1. Definitions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.3.
Contract: the contract between Us and You for the sale and purchase of the Goods which shall incorporate and be in accordance with the Conditions
You and The Customer: the person or firm who purchases the Goods from Us.
Force Majeure Event: an event or circumstance beyond a party's reasonable control.
Goods: the goods (or any part of them) set out in the Order.
Order: Your order for the Goods, as set out in Your purchase order or Your written acceptance of Our quotation or we tell you verbally that we are able to provide you with the product, at which point a contract will come into existence in a form of an Order between You and Us.
Bespoke Orders or Specials: any bespoke orders or specials for the Goods, including any related plans and drawings, that is agreed in writing by You and Us.
We and Us: Avonside Insulation Supplies Ltd registered in England and Wales with company number 01741116.

1.2. Interpretation:

- a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- a reference to **writing** or **written** includes faxes and emails.

2. Basis of contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.2. The Order constitutes an offer by You to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order and any applicable Bespoke Orders or Specials are complete and accurate.
2.3. The Order shall only be deemed to be accepted when we inform you that we are able to provide you with the product at which point the Contract shall come into existence.
2.4. Any samples, drawings, or advertising produced by Us and any descriptions or illustrations contained in our brochures or website or supplier catalogues are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
2.5. A quotation for the Goods given by Us shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Goods

3.1. The Goods may be described in our brochures or website or supplier catalogues as modified by any applicable Specification.
3.2. To the extent that the Goods are to be manufactured in accordance with a Bespoke Order or Special supplied by You, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Our use of the Bespoke Orders or Specials. This clause 3.2 shall survive termination of the Contract.
3.3. We reserve the right to amend the Bespoke Orders or Specials if required by any applicable statutory or regulatory requirements.

4. Delivery

4.1. We shall either deliver the Goods to the location set out in the Order or to such other location as the You and We may agree (Delivery Location) at any time after We notify You that the Goods are ready; or You shall collect the Goods from Our premises at any of our branches or such other location as may be advised by Us prior to delivery (Delivery Location) within three Business Days of Us notifying You that the Goods are ready.
4.2. Delivery is completed on the completion of unloading in the event We deliver the Goods to You, or loading in the event You collect the Goods from our depot.
4.3. Delivery dates are given in good faith but are estimates only.
4.4. We shall not be liable for any loss damages costs or expenses of any kind whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay in delivery of the Goods or failure to deliver the Goods in a reasonable time.
4.5. If We fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by You in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or You failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
4.6. If You fail to take or make arrangements to accept delivery or collect the Goods or if We are unable to deliver because of inadequate access or instructions delivery shall be deemed to have occurred and We may do any one or more of the following (without prejudice to any other right or remedy it may have):
   a. make additional charges for failed delivery;
   b. store the Goods at Your risk and costs;
   c. invoice You for the Goods;
   d. terminate the Contract without liability on our part; or
   e. recover from You all costs and losses incurred by Us.
4.7. We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Any claim which You may have in respect of one instalment shall not affect Our liability in respect of any other instalment.
4.8. Unless otherwise stated all quotations and estimates assume delivery in full loads. We reserve the right to levy additional charges for deliveries by instalments where requested by You.
4.9. The price agreed excludes the cost of delivery unless stated verbally or on quotation.
4.10. You shall provide the necessary labour for unloading the Goods and unloading is to be completed with reasonable speed. If Our delivery vehicle is kept waiting for an unreasonable time or is obliged to return without completing delivery or if We provide additional staff to unload Goods an additional charge will be made.

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4.11. We shall deliver the Goods as near as possible to the delivery address as a safe hard road permits. We reserve the right to refuse to deliver the Goods to premises considered at the discretion of the driver to be unsuitable.
4.12. If Goods are to be delivered deposited other than on Your premises You shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property and will indemnify Us in respect of all losses damages costs and expenses it may incur as a result of such delivery whether on the public highway or elsewhere.
4.13. In the event that We are unable to supply the Goods to You for whatever reason, We reserve the right to substitute the Goods for similar products which are of no less quality and You shall be entitled to a refund of any difference in the price if the substitute is cheaper.
4.14. Whilst We try to maintain continuity of supply in relation to Our product lines, We reserve the right to discontinue any product at any time and We shall be under no obligation to supply You with a discontinued product in the future.
4.15. In the case of certain products, variations may arise in the finish of those products where they originate from different factory batches. We shall not be liable for any loss caused by such variation where Goods bought for a specific job or purpose are not purchased at the same time.
4.16. You shall inspect the Goods at the place and time of unloading but nothing in these Conditions shall require You to break packaging and/or unpack Goods which are intended to be stored before use.
4.17. You must give Us written notice within 48hrs (2 working days) of unloading of any claim for short delivery.
4.18. If You do not give Us that notice within that time the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
4.19. You shall not be entitled and irrevocably and unconditionally waive any right to reject the Goods or claim any damages whatsoever for short delivery howsoever caused.
4.20. Our liability for short delivery is limited to making good the shortage only.

5. Quality

5.1. We warrant that on delivery the Goods shall:
  a. conform in all material respects with their description or the Bespoke Orders or Specials; and
  b. be free from material defects in design, material and workmanship
5.2. Subject to clause 5.3, if:
  a. You give notice in writing to Us within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  b. We are given a reasonable opportunity of examining such Goods; and
  c. You (if asked to do so by Us) return such Goods to Our place of business at Your cost,

  We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
5.3. We shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
  a. You make any further use of such Goods after giving notice in accordance with clause 5.2;
  b. the defect arises because You failed to follow Our oral or written instructions or manufacturers guidelines as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  c. the defect arises as a result of Us following any drawing, design or Bespoke Order or Special supplied by You;
  d. You alter or repair such Goods without the written consent of Us;
  e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  f. the Goods differ from their description or the Bespoke Order or Special as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
5.4. Except as provided in this clause 5, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
5.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
5.6. These Conditions shall apply to any repaired or replacement Goods supplied by Us.

6. Title and risk

6.1. The risk in the Goods shall pass to You on completion of delivery.
6.2. Title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds) for the Goods in which case title to the Goods shall pass at the time of payment.
6.3. Until title to the Goods has passed to You, You shall:
  a. store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
  b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  d. notify Us immediately if You become subject to any of the events listed in clause 8.1; and
  e. give Us such information relating to the Goods as We may require from time to time.
6.4. If before title to the Goods passes to You, You become subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy We may have We may at any time:
  a. require You to deliver up all Goods in Your possession that have not been resold, or irrevocably incorporated into another product; and
  b. if You fail to do so promptly, enter any premises of Yours or of any third party where the Goods are stored in order to recover them.
6.5. Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Us until the We have received payment of the full price of:
  a. all goods and/or services the subject of the contract and
  b. all other goods and / or services supplied by the Us to You under any contract whatsoever.

  Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Us and You.

7. Price and payment

7.1. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Our published price list in force as at the date of delivery.

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7.2. We may, by giving notice to You at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
   a. any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
   b. any request by You to change the delivery date(s), quantities or types of Goods ordered, or the Bespoke Order or Special; or any delay caused by any instructions of You or failure of You to give Us adequate or accurate information or instructions.

7.3. The price of the Goods:
   a. excludes amounts in respect of value added tax (**VAT**), which You shall additionally be liable to pay to Us at the prevailing rate, subject to the receipt of a valid VAT invoice. 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 place; and
   b. excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to You.

7.4. Unless the sale is for cash or other credit terms have been agreed in writing all accounts are due for payment on the last day of the month following the month in which the Goods are delivered.

7.5. Time for payment shall be of the essence of the Contract. Any failure by You to comply with any provision as to time shall entitle Us, without prejudice to any other right or remedy it may have in its absolute discretion to:
   a. treat the Contract as repudiated at any time after the time period specified has elapsed; and/or
   b. recover from You all loss (including indirect and economic loss) damages costs and expenses (including legal expenses on an indemnity basis) We may incur or suffer by reason of Your failure to comply with any such provision as to time.

7.6. We reserve the right to refuse to execute any order or contract if the arrangements for payment are or Your credit is not satisfactory to Us in Our sole discretion. We may require payment for each consignment when it is available and before it is despatched in which case delivery will not be affected until We are in receipt of cleared funds

7.7. If You fail to make any payment due to Us under the Contract by the due date for payment or we are unable to collect any payment from you, then you shall pay the amount overdue together with all costs and expenses incurred by us in recovering the sums due or exercising our rights in accordance with the Late Payment Act 1998 (as amended and supplemented by Late Payment of Commercial Debt Regulations 2002)

7.8. You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies We may have, set off any amount owing to Us by You against any amount payable by Us to You.

8. Termination

8.1. Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if:
   a. You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of You being notified in writing to do so;
   b. You take any step or action in connection with Your entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business;
   c. You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business; or
   d. Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy.

8.2. Without limiting Our other rights or remedies, We may suspend provision of the Goods under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.

8.3. Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment and remain in default not less than 14 days after being notified in writing to make such payment.

8.4. On termination of the Contract for any reason You shall immediately pay to Us all of Our outstanding unpaid invoices and interest.

8.5. Termination of the Contract shall not affect any of Ours or Your rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

8.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. Limitation of liability

9.1. Nothing in these Conditions 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
   d. defective products under the Consumer Protection Act 1987

9.2. Subject to clause 9.1:
   a. We shall under no circumstances whatsoever 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 the Contract; and
   b. Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

10. Privacy policy

10.1. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy online at the following address: https://www.avonside.co.uk/privacy-policy/

11. Force majeure

Force majeure. Neither We nor You shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of Our or Your obligations under the Contract if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 6 weeks the party not affected may terminate the Contract by giving 2 weeks written notice to the affected party.

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12. General

12.1. Assignment and other dealings.

a. We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights or obligations under the Contract.

b. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights or obligations under the Contract without Our prior written consent.

12.2. Entire agreement.

a. The Contract constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral, relating to its subject matter.

b. You and We agree that You and We shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. You and We agree that You and We shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.3. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by You and Us (or Your and Our authorised representatives as applicable).

12.4. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

a. waive that or any other right or remedy; nor

b. prevent or restrict the further exercise of that or any other right or remedy.

12.5. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.6. **Data Protection.** If You are one or more individuals You agree that We may use the personal information provided to Us by You to:

a. to supply the Goods to You:

b. to process Your payment for the Goods; and

c. if You agreed to this during the order process, for Us to give You information about similar products that We provide, You may stop receiving this at any time by contact Us.

12.7. **Third party rights.** No one other than You and Us and Our permitted assignees shall have any right to enforce any of the Contract's terms.

12.8. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.9. **Jurisdiction.** You and We irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or forma.

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