

# Aquarius Plumbing (Melton Mowbray) Ltd t/as

## Aquarius Bathrooms & Ceramics

01664 668030 or 07817 107886 www.aquarius-plumbing.com

1 Jubilee Street, Melton Mowbray, Leics, LE13 1ND

### Trade account application

Full name of company \_\_\_\_\_

Full address of company \_\_\_\_\_

\_\_\_\_\_

Nature of business \_\_\_\_\_

Type of business (please tick one)  Sole trader  Partnership  Ltd company  PLC

Number of years trading \_\_\_\_\_

Contact name \_\_\_\_\_ Telephone no \_\_\_\_\_

Mobile no \_\_\_\_\_ Fax no \_\_\_\_\_

E-mail address \_\_\_\_\_

Name of person(s) likely to use the account \_\_\_\_\_

Company reg number \_\_\_\_\_

#### Business related references

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact telephone number \_\_\_\_\_

Email \_\_\_\_\_

Contact name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact telephone number \_\_\_\_\_

Email \_\_\_\_\_

Contact name \_\_\_\_\_

#### Bank details

Bank name \_\_\_\_\_ Branch \_\_\_\_\_

Sort code \_\_\_\_\_ Account number \_\_\_\_\_

#### Declaration

I hereby declare that the above information is correct and I will adhere to the attached terms and conditions. Please note that payment of the account is due within 30 days from the end of the month of invoice.

Signed \_\_\_\_\_

Print name \_\_\_\_\_

## Aquarius Bathrooms and Ceramics Terms & Conditions

1. In these conditions:-
  - (a) 'the Company' shall mean Aquarius Bathrooms and Ceramics
  - (b) 'the customer' shall mean any person, firm, company or organisation to whom the Company agrees to sell 'the Goods;'
  - (c) 'the Goods' shall mean the goods on the Company's order form or invoice.
  - (d) 'the Manufacturer' shall mean the manufacturer of the Goods where the goods are not manufactured by the Company.
  
2. Technical and other advice is given by the Company's authorised representative in good faith and for general guidance only. The Company is not liable for errors or defects by the Manufacturer or for other circumstances beyond its control.
  
3. **Important notice** - It is the responsibility of the purchaser and fitter to ensure that the goods are as ordered, are satisfactory and suitable for the purpose required. No claims can be accepted once the materials are fixed.

Goods are supplied on the strict understanding that British Standards relating to inspection and fixing are adhered to.
  
4. Samples are exhibited solely to enable the Customer to judge the style of the goods but do not constitute a sale by sample. Visual representations within the price list are a guide only. Variation in colour, shade and pattern can occur.
  
5. The goods are supplied within the Manufacturers' tolerance limits of size, texture and colour variations. It is recommended that tiles from all boxes are mixed to give a reasonable blend. Products made from natural materials including but not limited to marble, slate and travertine are supplied subject to natural colour variations.
  
6. The Company cannot guarantee to match the shades of previous orders.
  
7. No guarantee can be given against crazing.
  
8. Quotations are given in good faith on the basis of the current costs and are open for acceptance for a maximum period of 30 days. The price is subject to amendment in the event of alteration of the manufacturer's price.
  
9. Time is not the essence of the Contract. Every effort will be made to effect delivery within a quoted period. The Customer shall have no right to claim damages for any delay in delivery.
  
10. The contract is deemed to have been made at the Company's place of business for the purpose of the order.
  
11. Title to the Goods shall not pass to the Customer until the Customer has paid to the Company all sums due and payable by it to the Company under this contract and all other prior contracts between the Company and the Customer and until

title to the Goods has passed to the Customer the Customer shall possess the Goods or any part thereof as a bailee of the Company and shall store the Goods or any part thereof separately from other goods so as to ensure that they are completely identifiable as the property of the Company and shall not use the Goods. The Company shall be entitled to recover and resell Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licences the Company, its officers, employees and agents to enter any premises of the Customer for the purpose of recovering any Goods in respect of which title has not passed to the Customer.

12. Where the Company delivers to a site, delivery will be to the nearest hard road to site. If the customer requests delivery to a site beyond the nearest hard road then all the risk as to the condition of the Goods on the delivery is with the Customer and no claims can be entertained as to the condition of the Goods on delivery. Unloading is the responsibility of the Customer.
13. The company will endeavour to comply with reasonable requests by the Customer for postponement of delivery of the Goods but shall be under no obligation to do so. Where delivery is postponed by agreement the Customer shall pay all costs and expenses including a reasonable charge for storage. Payment for the Goods shall be made on the date payment would have been due had delivery not been postponed.
14. If the Company delivers in its own vehicle, the Company retains the risk for the condition of the Goods until delivery has been made subject to point 12. If delivery is by carrier or post then the risk of the condition of the Goods is with the Customer after the Goods have left the Company's premises. The company shall pass on all costs of post and package to the Customer.
15. Any claim as to shortages or condition of Goods on delivery which would not be apparent on visual inspection must be communicated within 48 hours. Subject to this condition the Customer is deemed to have accepted the Goods as having been supplied in good condition and in accordance with the order.
16. Liability of the Company for the defective condition of any of the Goods supplied will not exceed the contract value of the Goods in respect of which the complaint is made. No claim may be made in respect of the defective condition of the Goods once they have been used by fixing or attempting to fix to wall or floor.
17. Goods cannot be supplied on a Sale or Return basis and no goods can be returned or exchanged once they have left ours or the Supplier's premises unless previously agreed. A minimum charge of 25% will be made for restocking by our Suppliers.
18. Unless otherwise stated, all accounts are strictly nett and payable at the end of the month following the invoice date. Queries on accounts must be raised within 7 days of date of invoice.

19. If the customer shall become bankrupt or unable to pay its debts as prescribed by section 123 Insolvency Act 1986 or compound with its creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than a voluntary winding up for the purpose of amalgamation) or if a Receiver, Manager, Administrator or Administrative Receiver is appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice without prejudice to any right or remedy accrued or accruing to the Company.
20. Any notice required to be given by either the Company or the Customer to the other shall be deemed to be properly served if sent by prepaid registered letter. The notice shall be deemed to have been served 24 hours after the time of posting and it shall be sufficient to prove that the notice was properly addressed and posted.
21. Acceptance of the Goods or payment for the Goods by the Customer to the Company shall itself constitute an acceptance of these conditions where acceptance has not previously been communicated to the Company.
22. This contract is governed by English law.