H-Squared is a trading division of UK Electric Ltd

**GENERAL CUSTOMER INFORMATION**

NAME AND BUSINESS ADDRESS

Co. No.

41

APPLICATION TO OPEN A CREDIT ACCOUNT

ARE YOU A LIMITED COMPANY? YES / NO REGISTERED OFFICE ADDRESS (Limited Companies) or PRIVATE ADDRESS

(Unlimited Companies)

POST CODE TEL No.

MOBILE No. EMAIL ADDRESS

FAX No.

COMPANY REGISTRATION No. (Limited Companies) or VAT REGISTRATION No. (Unlimited Companies)

HOW LONG ESTABLISHED? NATURE OF BUSINESS No. OF EMPLOYEES

TYPE OF PREMISES (Home/Shop/Warehouse/Site Office etc.)

IF PRIVATE ADDRESS, GIVE FOLLOWING DETAILS OWNER OF PREMISES

OWNER OCCUPIED RENTED

IF YOU ARE PART OF A GROUP OF COMPANIES, A SUBSIDIARY OR ASSOCIATED WITH ANY OTHER COMPANY, PLEASE GIVE DETAILS

IF YOU ALREADY HAVE, OR HAVE PREVIOUSLY HELD, A TRADING ACCOUNT WITH ANY OTHER BRANCH OF UK ELECTRIC LTD, PLEASE GIVE DETAILS

HOW MUCH CREDIT DO YOU REQUIRE? DO YOU REQUIRE A MONTHLY STATEMENT?

£ PER MONTH

ADDRESS FROM WHICH THE ACCOUNT WILL BE PAID

(If different from Business Address above)

ADDRESS TO WHICH INVOICES SHOULD BE EMAILED

ADDRESS TO WHICH INVOICES SHOULD BE POSTED IF NO EMAIL ADDRESS

POST CODE TEL No.

MOBILE No.

E-MAIL ADDRESS NAME OF CONTACT

FAX No.

POST CODE

# NAME ADDRESS

PLEASE GIVE THE NAMES AND ADDRESSES OF TWO TRADE REFERENCES

# NAME ADDRESS



POST CODE POST CODE

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **DIRECTOR DETAILS AND AUTHORISATION** | | | | | | |
| NAMES AND HOME ADDRESSES OF DIRECTORS OR PARTNERS | | | | | | |
| (Please state if none. All directors/partners listed must sign. If at present address for less than two yearws, also provide previous address) | | | | | | |
| A |  | B |  |  |  | C |
| POSTCODE |  | POSTCODE |  |  |  | POSTCODE |
| DATE OF BIRTH |  | DATE OF BIRTH |  |  |  | DATE OF BIRTH |
| SIGNATURE |  | SIGNATURE |  |  |  | SIGNATURE |
| I / WE apply to open a credit account with UK Electric Ltd. | | | | | | |
| I / WE understand that your credit terms are that payment is due promptly at the end of the month following the date of invoice and that, if granted credit, I / WE agree to pay in accordance with these terms. I / WE also acknowledge and accept the Terms of Business detailed on Page 3 of this application and have signed this page.  UK Electric Limited collect and shall use the information provided in this application for credit assessment including the taking up of a bank reference or any other credit check to facilitate the opening of the credit account. The following should be noted:   * A credit check with a credit agency, including ID verification, may form part of this process and any ongoing checks undertaken whilst the credit account is maintained * The credit reference agency will record any checks made * Such credit checks may relate to any director of the company where this application is made on behalf of a limited company. | | | | | | |
| **INFORMATION NOTICE** | | | | | | |
| By signing this form, you acknowledge that, if your application is successful, a commercial relationship will be established and we will retain this information to fulfil the business relationship we have made with you. To service this we will contact you to administer the credit account, monitor business, send you invoices, statements, quotes, correspondance and emails, Company updates and newsletters, information we have now on the relationship, will have in the future or have had in the past between our companies. Should our relationship finish we will retain your details for a further 6 years for legislative reasons. You may close your account at any time.  Whilst the relationship is in operation we will retain your details. Should your information change we would be obliged if you would inform us so we that we can ensure your contact details are correct.  We may need to pass on your details onto our staff, authorised service providers or delivery services during the course of our normal service delivery. We do not, however, pass your details to other companies for unlawful processing.  The Company maintains and ensures appropriate security of your personal data using appropriate technical and organisational measures.  If you require information that the Company holds on you, you can make a formal Subject Access Request by emailing us at [SAR@niuks.co.uk](mailto:SAR@niuks.co.uk) Further information regarding Data Processing may be found within our Privacy Notice which can be found on our website. | | | | | | |
| PLEASE PRINT YOUR NAME | | | DATE OF BIRTH | | | PLEASE STATE YOUR POSITION IN THE COMPANY |
| PLEASE SIGN HERE AND AGAIN ON PAGE 3 | | | | | DATE | |
| I / WE, as applicant, declare that the information I / WE have provided on this form is correct and complete and I / WE understand  and consent to its collection, retention and utilisation by you as provided for in the information notice above. | | | | | | |
| **OFFICE USE ONLY** | | | | | | |
| Manager Approval | | | | Date | | |
| Customer Visited | YES / NO | By |  |  |  | On |
| Comments | | | | | | |

**Please post this completed form (with a copy of your letterhead and bank reference consent form) to: H-Squared**

**Conifer House Old Bridge Way Shefford Bedfordshire SG17 5HQ**

**TERMS OF BUSINESS**

## General

All goods supplied by us are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of our quotation or tender or of delivery of the goods, includes acceptance of the following conditions.

Unless expressly agreed by us in writing any other terms or conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the contract. Our record of any order placed by you verbally shall be conclusive as to the type and quantity of product and the point and date of delivery.

## Validity

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.

## Delivery

Unless otherwise specified, the price quoted includes delivery to any premises specified by you within our van delivery area, full details of which are available on request. The risk in all goods passes to you when they first enter those premises or are placed in store under Clause 5. We reserve the right to choose the method of transport, to charge for deliveries outside our van delivery area, and to charge you with all manufacturers’ carriage charges for special items.

## Delivery Times

Time for delivery shall not be of the essence of the contract unless previously agreed by us in writing. Any dates or times quoted for delivery are to date from receipt by us of your written order and all necessary information to enable us to put the work in hand. Such quoted delivery dates or times are approximate only as we are subject to the manufacturers’ or suppliers’ delivery promises which we pass on to you in good faith. For the avoidance of doubt such delivery dates or times given to you shall not create a contractual obligation to deliver on such date or time and accordingly no liability shall be accepted by us for any claim by you or any third party for direct or consequential loss or damage arising from delay in delivery.

## Delay in delivery

If we do not receive sufficient forwarding instructions within 14 days after notification that the goods are ready for despatch, you will either take delivery or arrange for storage. Otherwise we shall be entitled to arrange storage on your behalf and at your risk, either at our own works (making a charge of 1½% of the invoice value of the goods per month) or elsewhere. We shall be entitled to payment as if the goods had been duly delivered. All charges for storage insurance or demurrage will be payable by you.

## Acceptance

Unless you give us written notice within 7 days from the date of delivery that the goods are not in conformity with the contract, you are deemed to have accepted the goods.

## Passing of Property

Each of the following sub-clauses 7.1 to 7.6 are separate and severable and shall be enforceable accordingly:

* 1. Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us;
  2. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business;
  3. Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us;
  4. We shall be entitled immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause;
  5. If you incorporate the goods we supply to you into other products with or without materials you already possess or which are supplied to you by third parties the property in such other product will pass to us and you shall store them without charge on our behalf as bailee;
  6. You shall not be entitled to pledge or in any way charge by way of security any of the goods which remain our property but in the event you do so all moneys owing by you to us shall without prejudice to any other right or remedy available to us forthwith become due and payable.

## Loss or damage in transit

Any shortage or damage must be clearly stated upon the driver’s Delivery Sheet and a written statement of the facts received at our branch and by the Carrier (if not ourselves) within 3 days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination. Written notice of any non-delivery must be received at our branch within 7 days after the date of invoice. Time is of the essence of this clause. Our liability in respect of any claim accepted under this Clause is limited

to making up the shortage or replacing any goods proved to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.

## Packing Etc.

Crates, cases, pallets, stillages or skids or other returnable packaging are not included in the quoted price, and will be charged at current rates. You will, however, be credited with the amount charged when it is returned to us in good condition within 14 days of the date of our invoice. Cable drums will be charged in accordance with the makers’ drum schedules.

## Prices

All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices, discount rates and Conditions of Sale may be altered at any time without notice. All discounts and prices are calculated upon a “whole order” or “majority of the order” basis. If, when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the discounts and prices at which such orders are accepted.

## Payment

Payment in full without retention or set-off shall be due not later than the end of the month following that in which the goods were delivered, or on earlier demand. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 2% over the Royal Bank of Scotland plc base rate current for the time being, and without notice to suspend further deliveries until all arrears (including interest) have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts.

## Performance

It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are to be put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which the goods are used.

## Defects after delivery

All goods supplied by us are manufactured by others. Accordingly, we shall pass on to you the benefit of the warranty, if any, given by the manufacturer of the goods. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and we shall not be under any liability, whether in contract, tort or otherwise in respect of any goods or loss resulting from such defects or from anything done or omitted in connection with the goods or from any work done in connection therewith.

## Return of Goods

In no circumstances may goods supplied against a firm order be returned without our prior written consent and the receipt of your advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless we arrange collection, consigned carriage paid. If we collect we reserve the right to make a handling charge, and the issue of our collection note will not bind us to issue any credit in respect of the goods.

## Termination

We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:-

1. you fail to make payment on the due date under this or any other contract between us;
2. you purport to cancel or suspend, or commit any breach of, this or any other contract between us;
3. you become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profit or loss on re-sale.

## Waiver

Any failure by us to enforce any or all these Conditions shall not be construed as a waiver of any of our rights hereunder.

## Rights of Third Parties

For the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any term or condition hereof and nothing contained herein shall confer on any third party any benefit or the right to enforce any term or condition hereof.

## Conditions of Sale

You shall be responsible for the cost of collection, treatment, recovery and environmentally sound disposal of all goods that fall within the scope of the WEEE Directive where you are not the end user.

Date

Authorised Signature

Date

Authorised Signature

**H-Squared is a trading division of UK Electric Ltd**

**Registered Office Address: Votec House, Hambridge Lane, Newbury, Berkshire, RG145TN Company Reg No: 2742081**

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| H-Squared is a trading division of UK Electric Ltd | | | | **BANK REFERENCE AUTHORITY** | |
| **BANK DETAILS** | | | | | |
| To:  Bank Name: Bank Address:  Sort Code: Account Number: |  |  | The Manager  **- -** |  |  |
| **CUSTOMER AUTHORISATION** | | | | | |
| I / WE [Customer Name] Of [Customer Address]  hereby authorise you to provide a reference on me / us in response to any requests you may receive from UK Electric Ltd at any of its branches or office, subject to payment of any related fee by the originator, with further reference to me / us.  This authority shall remain in force unless and until cancelled by me / us in writing.  Signed: Date: | | | | | |
| For and on behalf of: | | | | |  |
| (this form should be signed by a Director / Partner / Owner or other such properly authorised person) | | | | | |
| **COMPANY AUTHORISATION** | | | | | |
| We confirm that this form of authority is in respect of an existing or prospective continuing trading business relationship between us and your above named customer. We also confirm that there is or will be a continuing need for us to make status enquires about the above named customer | | | | | |
| Our Bankers: National Westminster Bank PLC, 30 Market Place, Newbury, Berkshire, RG14 5AJ | | | | | |
| For ease of reference, we shall submit a photocopy of this form as authority with each subsequent status enquiry we make. | | | | | |
| Signed: |  |  |  | Date: |  |
| For and on behalf of UK Electric Limited | | | | |  |

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