

HILL INTERIORS - CREDIT ACCOUNT APPLICATION FORM

COMPANY NAME: _____

TYPE OF COMPANY: (E.G. LTD COMPANY, SOLE TRADER) _____

ADDRESS: _____
_____ POSTCODE _____

TEL NO: _____ FAX NO: _____ EMAIL _____

NO. YEARS IN BUSINESS: _____ NO. YEARS AT THIS ADDRESS: _____

CREDIT AMOUNT REQUIRED: £ _____

PROPRIETORS/DIRECTORS

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

TRADE REFERENCES AT WHICH YOU HOLD A CREDIT ACCOUNT

Co Name 1: _____	Co Name 2: _____
Telephone: _____	Telephone: _____
Fax/email _____	Fax/email _____
Co Name 3: _____	Co Name 4: _____
Telephone: _____	Telephone: _____
Fax/email _____	Fax/email _____

TERMS & CONDITIONS

IN THESE CONDITIONS **HILL INTERIORS** WILL BE REFERRED TO AS THE COMPANY.

- 1) THESE CONDITIONS SHALL FORM PART OF THE CONTRACT AND SHALL OVERRIDE ANY OTHER TERMS, WHICH ARE CONSISTENT THEREWITH, UNLESS A SPECIAL CONTRACT IS MADE IN WRITING WHEREIN IT IS EXPRESSLY STATED THAT THESE CONDITIONS SHALL NOT BE APPLICABLE OR SHALL BE TREATED AS VARIED.
- 2) ORDERS, ONCE PLACED WITH THE COMPANY, ARE NOT CANCELLABLE OR VARIABLE WITHOUT THE WRITTEN CONSENT OF THE COMPANY'S DIRECTOR. IF VARIATIONS ARE AGREED AN ADMINISTRATION CHARGE MAY BE PAYABLE.
- 3) GOODS DAMAGED IN TRANSIT MAY BE RETURNED FOR REPLACEMENT PROVIDED THE COMPANY ARE INFORMED WITHIN THIRTY DAYS OF RECEIPT OF DELIVERY.
- 4) **TITLE OF RETENTION**- UNTIL FULL PAYMENT HAS BEEN RECEIVED OF ALL SUMS OUTSTANDING FROM THE CUSTOMER TO THE COMPANY, HOWSOEVER ARISING, INCLUDING DEBTS OR LIABILITIES ARISING BEFORE AND AFTER THE DATE OF THE CONTRACT, THE ABSOLUTE PROPERTY IN GOODS SHALL REMAIN IN THE COMPANY. GOODS SHALL BE TREATED AS BEING THOSE GOODS THAT APPEAR ON THE LATEST OUTSTANDING DEBTS TO THE COMPANY ON THE APPOINTMENT OF A RECEIVER AND/OR LIQUIDATOR OR OTHER PETITIONS FOR WINDING UP GOODS WILL BE AT SOLE RISK OF THE CUSTOMER UPON DELIVERY.
- 5) PRICES SHALL BE NETT, UNLESS OTHERWISE AGREED IN WRITING.
- 6) THE COMPANY CHARGES INTEREST AT 8% ABOVE BASE AND DEBT COMPENSATION FEES ON LATE PAYMENT OF INVOICES IN ACCORDANCE WITH THE LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998 (AS AMENDED FROM TIME TO TIME).
- 7) PAYMENT TERMS WILL BE STRICTLY NETT MONTHLY, UNLESS SPECIFICALLY STATED TO BE OTHERWISE IN WRITING.
- 8) DAMAGES, SHORTAGES OR ANY OTHER DISPUTE MUST BE REPORTED BY FAX/EMAIL OR LETTER BY 3 DAYS FOR ANY CLAIMS TO BE CONSIDERED AND GOODS ARE RETURNED TO BE IN ORIGINAL PACKAGING QUOTING THE RELEVANT INVOICE NUMBER. THE COMPANY RESERVES THE RIGHT TO MAKE THE FIRST 2.5 % OF BREAKAGES IN VALUE THE PURCHASERS LIABILITY.
- 9) FORCE MAJEURE. WHILST THE COMPANY WILL MAKE EVERY EFFORT TO CARRY OUT ANY ACCEPTED CONTRACT. THE FULL PERFORMANCE OF IT IS SUBJECT TO VARIATION OF CANCELLATION BY THE COMPANY CONSEQUENT ON: ACT OF GOD, WAR, RIOTS, STRIKES, LOCKOUTS OR OTHER LABOUR DISTURBANCES, FIRE, FLOOD, RESTRICTIONS ON THE USE OF TRANSPORT, FUEL OR POWER RESTRICTIONS ON THE USE OF TRANSPORT OR LABOUR OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE COMPANY. IN THE EVENT OF THE COMPLETION OF THE CONTRACT BEING FRUSTRATED OWING TO ANY OF THE ABOVE CAUSES OR ANY OTHER CAUSE, HOWSOEVER CAUSED. WHETHER BY NEGLIGENCE OR NOT, THE CONTRACT SHALL BE DEEMED TO BE COMPLETE, AND THE CUSTOMER SHALL BE LIABLE FOR ALL PARTS OF THE CONTRACT COMPLETED, IN FULL.
- 10) WE MAY OBTAIN INFORMATION ABOUT YOU FROM CREDIT REFERENCE AGENCIES. THEY WILL KEEP A RECORD OF OUR ENQUIRIES. WE MAY ALSO PASS TO CREDIT REFERENCE AGENCIES INFORMATION WE HOLD ABOUT YOU AND YOUR PAYMENT RECORD WITH US. CREDIT REFERENCE AGENCIES SHARE INFORMATION WITH OTHER ORGANISATIONS, ENABLING APPLICATIONS FOR FINANCIAL PRODUCTS TO BE ASSESSED AND TO ASSIST IN THE TRACING OF DEBTORS OR TO PREVENT FRAUD.
- 11) ANY AGREED WRITTEN VARIATION OF ANY OF THE ABOVE CONDITIONS SHALL NOT INVALIDATE THE REMAINDER.
- 12) THE INDIVIDUAL MUST BE AWARE THAT THEIR DETAILS MAY BE SHARED WITH OTHER COMPANIES FOR MONITORING AND ADMINISTRATION PURPOSES.
- 13) BY AGREEING TO THESE TERMS AND CONDITIONS YOU CONFIRM THAT YOU ARE OVER THE AGE OF 18.
- 14) HILL INTERIORS WILL SEND BACK ORDERS AS SOON AS STOCK IS AVAILABLE UNLESS YOU ADVISE US OTHERWISE.

I THE UNDERSIGNED ACCEPT THE TERMS AND CONDITIONS ON THIS FORM

SIGNATURE

PRINT NAME POSITION