

Elliotts

help you build

Credit Account Application Form

When you open an account with Elliotts you will be given automatic access to Webtrack, which allows you to log into your account online to view quotes, orders, proof of delivery etc.

We will be in contact when your account is open but if you have any queries in the interim, please contact our Credit Control department on 023 8038 5312.



Elliotts Standard Conditions of Sale

APPLICATION Part 1 of these conditions shall apply to all sales. The additional conditions contained in Part 2 shall apply only in the case of sales by Elliott Brothers Limited (The Seller) to persons, companies or organisations acquiring the goods in the course of a business or holding themselves out to the Seller as acquiring goods in the course of a business.

Part 1

1. GENERAL

- 1.1 Unless otherwise agreed in writing by the Seller these conditions shall apply to all orders accepted by the Seller for all goods supplied by the Seller and all services provided by the Seller and these conditions of sale shall constitute the entire contract between the Seller and the Buyer.
- 1.2 An order by the Buyer placed with the Seller shall be deemed to be placed upon the terms of these standard conditions of sale and in the absence of express written agreement on behalf of the Seller signed by a director of the Seller no conditions (whether attached to the order or otherwise) shall apply save for these conditions.
- 1.3 No variation of these conditions of sale shall be valid unless agreed in writing by the Seller and signed by a director of the Seller.
- 1.4 The terms hereof including any exclusions and limitations of liability which in respect of any particular contract of sale and statute are void or voidable in whole or in part shall take effect subject to such statutory provision and these terms and conditions shall be construed as if any term which is void or is avoided in respect of any particular contract were deleted but without prejudice to the validity of the remainder of these terms and conditions and so that such deletion shall only take effect so far as may be necessary to sever the term or part of a term found to be void or which is avoided.
- 1.5 Any condition or warranty implied into this contract by statute shall apply only insofar as it is not hereby lawfully excluded and no other implied condition or warranty shall apply.

2. QUOTATIONS

- All quotations given by the Seller:-
- 2.1 Shall constitute an invitation to the customer to make an offer on the terms set out herein and all quotations are made subject to alteration and withdrawal by the Seller without notice.
 - 2.2 Shall in the event of any increase in transport costs wages manufacturers costs or the costs of materials be increased accordingly and this provision shall take effect up to the date of delivery.
 - 2.3 Do not include any provision (unless otherwise stated) for Value Added Tax import duties or any other Revenue charge.

3. TERMS AS TO PAYMENT

- 3.1 Unless otherwise stated by the Seller in writing payment shall be made in full on or before the last day of the month following that in which the goods were delivered or made available for collection. If the purchase price is not paid within this period then without prejudice to any other rights of the Seller it may:-
 - 3.1.1 Charge and recover from or add to the account of the Buyer interest on any outstanding accounts at 2% per month (or such other interest rate as the Seller may decide provided that the interest rate shall not be changed by the Seller unless notice of the intended change has been given) and the Seller shall be entitled to add the interest so charged to the Buyer's account each month so that it shall form part of any balance owing and so that any future interest shall be compounded and such interest shall be chargeable as well after judgement as before.
 - 3.1.2 In the case of instalment or periodic deliveries withhold any further deliveries until due payment is made.
- 3.2 All quotations and offer prices are exclusive of value added tax and value added tax will where appropriate be added to invoices at the rate applying at the date of the invoice.
- 3.3 If at any time (and whether before or after a contract has come into existence between the Seller and the Buyer) any circumstances or matters come to the knowledge of the Seller which reasonably make the Seller doubt the credit worthiness of the Buyer then the Seller shall be entitled to serve notice upon the Buyer requiring payment for the goods or services or goods and services to be supplied to be paid forthwith and in advance and if the Buyer shall fail to comply with such notice within the period of seven days then the Seller shall be

entitled to (but not bound to) treat the contract as discharged and shall notify the Buyer in writing whereupon any contract between the parties shall be deemed to have been discharged and any part payment made by the Buyer shall be returned to it and neither party shall have any further liability to the other.

4. DELIVERY AND ACCEPTANCE

- 4.1 The Buyer shall be responsible for providing the necessary labour to unload and stack the goods.
- 4.2 If goods are delivered to a site the Seller's obligation is limited to delivery at a point on a safe hard road nearest to the site.
- 4.3 Acceptance shall be deemed to have taken place unless the Seller receives written notice to the contrary within seven working days after the date of delivery.
- 4.4 The Buyer shall be liable to pay storage charges at the rates from time to time stipulated by the Seller in the event of the Seller retaining the goods following the Buyer's refusal to accept delivery.
- 4.5 The Seller will make every reasonable endeavour to carry out its contractual obligations within a reasonable period but time for delivery or for fixing shall not be of the essence of the contract.
- 4.6 Should the Seller be prevented from or delayed in fulfilling the terms of this contract by lockout strikes riots civil commotion war fire adverse climatic conditions or act of God or any other circumstances beyond the control of the Seller whether the same shall prevail at the Seller's premises or at the place of manufacture or in transit the Buyer shall not be entitled to refuse delivery until the expiration of a reasonable period specified in a notice to be served by the Buyer on the Seller after the anticipated delivery date but if the Seller shall consider that this agreement is frustrated it shall be entitled to give written notice of such frustration to the Buyer and neither party shall have any further liability to the other arising out of this contract.

5. DAMAGE SHORTAGE OR LOSS IN TRANSIT

- 5.1 The Seller is authorised to send the goods to the Buyer by way of an independent carrier and delivery of the goods by the Seller to an independent carrier shall be deemed delivery to the Buyer.
- 5.2 The Buyer shall notify the Seller as soon as reasonably practicable of any alleged damage or shortage on delivery and in the case of delivery by an independent carrier shall notify the carrier within the period required by its condition of carriage.
- 5.3 The Buyer's attention is drawn to clause 12.5 in respect of non-delivery of goods.

6. RETURNABLE PACKAGES

Where charged extra and returned in good condition with carriage paid they will be credited to the Buyer's account.

7. BUYER'S INSOLVENCY

Without prejudice to clause 8 below if the Buyer becomes insolvent or compounds or makes any arrangement with his creditors or has any receiver or administrative receiver or administrator appointed in respect of his or its assets or being an individual has a bankruptcy petition issued against him or being a company has a winding petition presented against it or passes a resolution to wind up then in any such case the Seller may declare the contract to be cancelled in the case of a contract of sale or agreement to sell and shall be entitled to withhold any undelivered goods or to repossess any goods delivered and unpaid for and resell the same and any loss sustained on the resale shall be a debt due by the Buyer to the Seller.

8. LEGAL TITLE IN THE GOODS

- 8.1 Notwithstanding delivery and passing of risk in the goods or any other of the provisions of these conditions the legal title in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the goods and all other goods and services supplied or agreed to be supplied by the Seller to the Buyer for which payment has not been made.
- 8.2 Until such time as the property in the goods passes to the Buyer the Buyer shall hold the goods as the Seller's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Seller's property.

- 8.3 Until such time as the legal title in the goods passes to the Buyer the Buyer shall be entitled to resell or use the goods in the ordinary course of its business but shall account to the Seller for proceeds of sale or otherwise of the goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.
- 8.4 Until such time as the legal title in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold) the Seller shall be entitled at any time to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
- 8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller.

9. THE RISK IN THE GOODS

- The risk in the goods shall pass to the customer upon the earliest of the following event namely:-
- 9.1 Forthwith upon delivery of the goods to the Buyer or an independent carrier
 - 9.2 Forthwith upon the goods being delivered in accordance with the Buyer's direction or order or
 - 9.3 Forthwith upon the Buyer refusing to accept delivery of the goods.

10. BUYER PLANS AND DRAWINGS

- 10.1 The Seller shall not be under any obligation to exercise care and skill in checking any plans or drawings supplied by the Buyer and it shall be for the Buyer to ensure that all such plans and drawings are correct and accurate.
- 10.2 Illustrations photographs weights dimensions and descriptions in catalogues and trade literature are intended as a general guide to goods only and are not intended to form the basis of a sale by description.

11. REPRESENTATIONS

The Buyer and Seller each agree that in entering into this contract they have not relied upon any representation or statement (whether negligent or fraudulent) made by or on behalf of the other of them before the contract was entered into save for a representation made in writing and signed by or on behalf of the representor and in the case of the Seller by a director of the representor and the parties hereto agree that neither shall have any liability in respect of any representations or statements made save in the case of such written and signed representations.

12. SELLER'S LIABILITY

- 12.1 The Buyer agrees:-
 - 12.1.1 Not to use the goods other than for their normal and proper use and not to alter or modify or otherwise interfere with them and
 - 12.1.2 Not to use the goods in a negligent way or otherwise than in accordance with any written instructions or requirements.
- 12.2 Liability shall mean liability in contract or in tort and whether arising from breach of contract or alleged breach of contract or negligence or alleged negligence by the Seller or its servants agents contactors or employees and the word liable shall be construed accordingly.
- 12.3 The Seller shall have no liability in respect of any consequential loss. The phrase 'consequential loss' shall be deemed to include all and any indirect losses suffered by the Buyer or any other third party including but not limited to special damage, even though the Supplier was aware of the circumstances in which such special damage could arise, loss of profits, loss of anticipated savings, loss of business opportunity, loss of or goodwill, loss of, or damage to, data, damage to property other than the goods supplied pursuant to this contract, any building or engineering works or other remedial works necessary or alleged to be necessary by reason of any breach of contract or negligence of the Seller and any liability of the Buyer to any third party.
- 12.4 Nothing in this clause shall limit the liability of either the Seller or the Buyer for any loss arising out of death or personal injury.
- 12.5 Subject to clauses 12.1, 12.3 - 12.4, the Seller's entire liability for defective or rejected goods or non-performance (including negligent performance) shall be limited in the first instance, to the replacement or at the Seller's discretion, repair of the goods or re-performance of the services (as appropriate) within a reasonable time.

- 12.6 In the event that replacement or repair of the goods or re-performance of any services is not, in the Seller's reasonable opinion, likely to take place within a reasonable time and subject to clauses 12.1, 12.3 - 12.5, the Seller's entire liability for defective or rejected goods or non-performance (including negligent performance) shall be limited to the value of those defective or rejected goods or non-performance only (as appropriate) and not to the entire order value.

13. DEFECTS DAMAGE OR SHORTAGE IN RESPECT OF PART OF ORDER

Defects damage or shortage in respect of any part of an order shall not be a ground for cancellation of the remainder of the order.

14. DATA PROTECTION

The Supplier is the data controller in respect of any personal data processed under these Conditions. Please refer to our privacy notice at elliotts.uk/privacy-policy for further information.

15. LEGAL CONSTRUCTION

This contract shall in all respect be construed and operate as an English contract and in accordance with English law and all disputes shall be under the exclusive jurisdiction of the English Court.

Part 2

16. INSPECTION AND SUITABILITY OF GOODS

- 16.1 The Buyer shall be responsible for ensuring that any goods supplied comply with any relevant planning laws or regulations codes of practice building regulations or any other statutory trade or local requirement and the Seller gives no warranty or representation as to compliance with any such requirement.
- 16.2 The Buyer shall satisfy himself that goods ordered are suitable and fit for the purpose for which the Buyer requires them and the Buyer shall be deemed not to be relying upon the Seller's judgement as to the fitness of the goods for the Buyer's purpose unless the Seller agrees in writing that the Buyer is relying upon its skill and judgement as to the fitness of the goods for the purpose required by the Buyer and no condition or warranty is given or implied that the goods will be fit for purpose.
- 16.3 Any samples submitted are intended to give an approximate idea of general quality and no condition or warranty is given or implied that goods will in all respects correspond to sample.

General Data Protection Regulation (GDPR)

Your data is stored in line with our privacy notice, which can be viewed at elliotts.uk.

If you do not have access to the internet, a copy of our privacy notice may be obtained by contacting The Data Protection Officer at Elliott Brothers Ltd, Millbank Street, Northam, Southampton, SO14 5AG.

Credit Account Application Form

Section 1 To be completed by all applicants

Account name _____
Address _____
_____ Post code _____
Email _____ Tick to receive news & offers by email
Phone no. _____ Mobile no. _____
Monthly credit required _____ How long established? _____

Contact details

Accounts	Purchasing	Department
Name _____	Name _____	Name _____
Surname _____	Surname _____	Surname _____
Phone no. _____	Phone no. _____	Phone no. _____
Email _____	Email _____	Email _____
Tick to receive news & offers by email <input type="checkbox"/>	Tick to receive news & offers by email <input type="checkbox"/>	Tick to receive news & offers by email <input type="checkbox"/>

**Thank you for applying for
a credit account with Elliotts**

Please return the completed application form,
together with a letterhead or sample order form,
to our Head Office or to your local Elliotts branch:

Elliotts
Credit Control
Millbank Wharf
Northam
Southampton
SO14 5AG

Section 2 To be completed by limited companies only

Registered company name _____ Registered no. _____
Registered office address _____
Subsidiary or associated companies _____
Ultimate holding company _____

Details of directors

Name	Surname	Date of birth	Home address incl. post code
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 3 To be completed by individuals and partnerships

Details of partners where applicable

1. Name _____ Surname _____ Date of birth _____
Home address incl. post code _____
Previous address if less than 3 yrs _____
2. Name _____ Surname _____ Date of birth _____
Home address incl. post code _____
Previous address if less than 3 yrs _____
3. Name _____ Surname _____ Date of birth _____
Home address incl. post code _____
Previous address if less than 3 yrs _____

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Assets (please tick appropriate box)

Name	House owned:	Self	Partner	Jointly	Rented
1. _____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 4 To be completed by all applicants

Are official order numbers required on invoices? Yes No
If yes please indicate whether Written Verbal
Are there any further instructions you wish us to comply with? E.g. Goods must only be supplied to Mr J Bloggs

Please confirm the email address that invoices and statements should be sent to:

We would prefer invoices and statements by post

Section 5 Trade references (Builders Merchants where possible)

Name	Address	Telephone no.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Section 6 Source of finance (if building/renovating own property)

If not through bank, please show:

Building Soc./Finance Co.	Address	Finance available
_____	_____	_____
_____	_____	_____

Section 7 To be completed by all applicants

Credit Guarantee and Indemnity - To be completed by the owners/ directors/company secretary of the company applying for credit

In consideration of your agreeing to supply goods to the applicant company on credit, we the undersigned being owner/director/directors of the applicant company jointly and severally: **1.** Guarantee payment of all the financial obligations to Elliott Brothers Ltd and its subsidiaries and successors including financial obligations arising from any increase in the credit limit granted by Elliott Brothers Ltd or its subsidiaries and successors from time to time following review of the applicant company's account; and **2.** Indemnify you against any failure by the applicant company to pay any sums due in connection with such obligations including without limitation losses, costs and expenses incurred in connection with such failure. We acknowledge and agree that any subsequent variation of the said financial obligations, any time-to-pay arrangements and any fluctuation in the amount(s) of such obligations from time to time are not intended to and should not discharge our said guarantee of the amount(s) thereof.

Signatures _____
Date _____
Print name _____
Position _____

Section 8 To be completed by all applicants

Note: I/we undertake that, if granted credit facilities by Elliott Brothers Ltd, I/we shall notify you in writing of any change in name or style of the business, or changes of Directors or Partners. In the event that our business is converted to a Limited Company, I/we shall remain fully liable for any debts incurred until Elliott Brothers Ltd issue a formal acceptance of the change. I/we agree to comply with Elliott Brothers' terms and conditions of sale as notified to me/us in writing, and acknowledge receipt of these with this account application.

Signatures _____
Date _____
Print name _____
Position _____

Section 9 To be completed by all applicants

Combined Enquiry & Consent Form Private and Confidential Please quote reference no. _____

Enquiry from: Elliott Brothers Ltd, Millbank Wharf, Northam, Southampton, Hampshire SO14 5AG
We request your opinion as to the means and standing of the customer shown below and their trustworthiness in the way of business to the extent of £ _____ per month.

To: The Manager
Your banker's name _____
Branch address _____
Sort code _____
Name of account holder _____
Account holder address _____
Bank account number _____

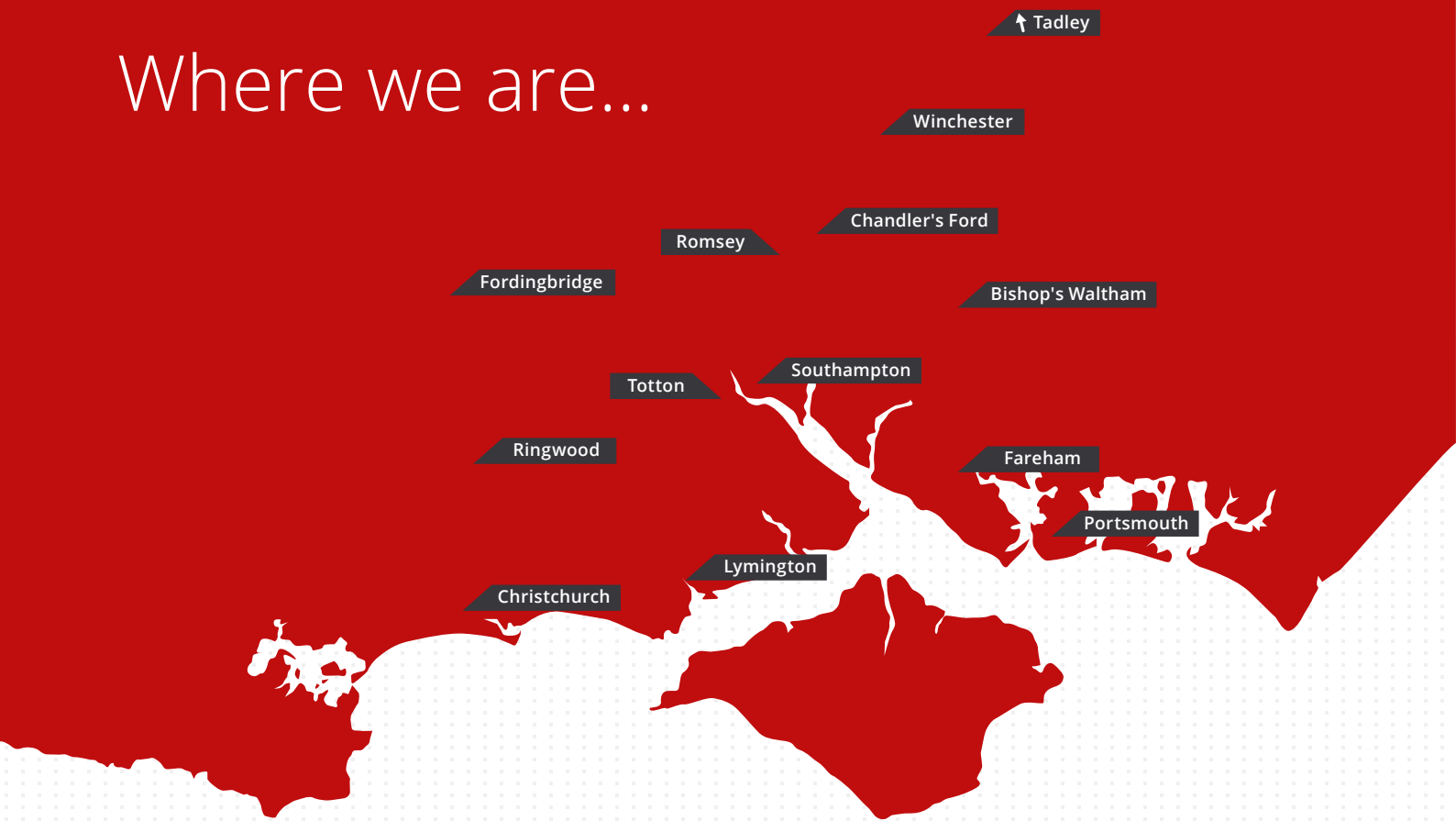
Consent

I/we _____ consent to _____
Bank PLC providing a reference on me/us to Elliott Brothers Ltd, and on any further occasions where applicable.

1st Signatory _____ Date _____
Print name _____ Position in company _____
2nd Signatory _____ Date _____
Print name _____ Position in company _____

A copy of the reply to this enquiry can be made available on request.

Where we are...



Merchant Branches

- | | | | | |
|--|---|--|--|--|
| Bishop's Waltham
Claylands Road
Bishop's Waltham
Hampshire
SO32 1BH
T 01489 892525 | Chandler's Ford
Bournemouth Road
Chandler's Ford
Hampshire
SO53 3QD
T 023 8025 5322 | Christchurch
18 Airfield Way
Christchurch
Dorset
BH23 3PZ
T 01202 023670 | Fareham
Newgate Lane
Fareham
Hampshire
PO14 1EU
T 01329 239515 | Fordingbridge
The Bartons
Fordingbridge
Hampshire
SP6 1HZ
T 01425 652071 |
| Ringwood
Pullman Way
Ringwood
Hampshire
BH24 1EX
T 01425 473613 | Romsey
Budds Lane
Romsey
Hampshire
SO51 0HA
T 01794 522900 | Southampton
Millbank Wharf
Northam
Southampton, Hampshire
SO14 5AG
T 023 8063 3833 | Tadley
Brick Kiln Industrial Estate
Silchester Road
Tadley, Hampshire
RG26 3PX
T 0118 402 0640 | Totton
Rushington Business Park
Chapel Lane
Totton, Hampshire
SO40 9AH
T 023 8067 5000 |

Elliotts Living Spaces - Kitchens, bedrooms & bathrooms

- | | | | |
|--|---|---|--|
| Fareham
Newgate Lane
Fareham
Hampshire
PO14 1EU
T 01329 234477 | Lymington
220 Ricardo Way
Ampress Park
Lymington, Hampshire
SO41 8JU
T 01590 678767 | Ringwood
Pullman Way
Ringwood
Hampshire
BH24 1EX
T 01425 484731 | Romsey
Budds Lane
Romsey
Hampshire
SO51 0HA
T 01794 338555 |
|--|---|---|--|

Specialist Tool Centres

- | | |
|---|--|
| Portsmouth
The Pompey Centre
Dickinson Road
Portsmouth, Hampshire
PO4 8ER
T 023 9282 3426 | Winchester
Unit 10 Winchester Trade Park
Easton Lane
Winchester, Hampshire
SO23 7FA
T 01962 827610 |
|---|--|

Elliotts Sales Hub

Your team of experts for large or bespoke projects and specialist products and services. Technical product information - Specialist and bulk deliveries - Project and tender support.

- T 023 8038 5385 W saleshub@elliotts.uk

Visit elliotts.uk/store-finder to find your local branch's opening hours.