

RESPECTFUL, RESPONSIBLE AND RELIABLE

BRANCHES AT:

178A York Way, **Kings Cross**, London N1 0AZ 15-17 Margaret Road, **New Barnet**, Herts EN4 9NR Roding Lane, **Buckhurst Hill**, Essex IG9 6DR Unit 16, Lumina Way, **Enfield**, EN1 1FS Tel: 020 3897 0840
Tel: 020 8370 6400
Tel: 020 8504 6625
Tel: 020 3960 9880

Tel: 020 8370 6450
Accounts Dept: Fax: 020 8370 6415

Email: applications@fayers.co.uk

CREDIT APPLICATION FORM

7	Frading Name	Limited Co	Trading Branch				
(Please attach copy of letterhead or official order)				Enfield		King Cross	
			Yes □/ No □	Barnet		Buckhurst H	Hill 🗌
Invoice	/Statement Addr	ess	Registered Office Address				
Postcode Contact Name			Postcode Telephone No.				
Telephone No.			Fax No				
Fax No.			Ltd Co Registration No.		Date	e Established	
Mobile No.							
Email Address							
Invoice/Statement delivery option:	Email 🗌	Post					
Previous Address			If Subsidiary Co. State Name & Reg. No. Of Parent Co.				
Postcode			Any Special Instructions				
Type Of Business	No. Of I	Employees	Capital if Ltd Co: State Amount				
			ISSUED £	FUL	LY PAID	£	
Description Of Business Premises Are		The Premises	Credit Limit Requested				
OWNED			☐ / RENTED ☐	£			
Anticipated Monthly Purchases		Are Written Orders Required				n Account W Under What	
£		Yes □/ No □					

References | Banker's Reference | Three Trade References

TRA	DE REFERENCE No.1	TF	RADE REFERENCE No.2	TR	ADE REFERENCE No.3
Name		Name		Name	
Address		Address		Address	
Tel No.		Tel No.		Tel No.	
Account		Account		Account	
Ref		Ref		Ref	

Bank Reference	Enter	Enter Full Names & Home Address of Directors & Partners			
Name	Name	Name			
Address	Address	Address			
Tel No. Sort Code					
Account No.	Postcode	Postcode			
BACS	Tel No.	Tel No.			

If credit facilities are granted, the Applicant undertakes to adhere to the Conditions of Business, as shown overleaf, which the applicant fully understands and agrees thereto, and to settle the account on or before the last day of the month following that in which the goods were invoiced. The applicant confirms that the above information is to the best of their knowledge true and correct.

SIGNATURE		
PRINT NAME	 DATE	
DIRECTOR / PARTNER	 DATE	

TERMS AND CONDITIONS

DEFINITIONS
These Terms of Sale the following definitions apply.

(e, Our and Us means Flavers Plumbing & Bullding Supplies Ltd. You and Your means the pergon (including bodies corporate, and their employees or agents) seeking to purchase Goods from Us, The Goods means the goods and/or services to be supplied by us. Company Signatory means a director or manager inployed by Us. The Contract means the Contract for the supply of Goods incorporating these Terms. The Terms means these terms and any special terms agreed in writing between a Company Signatory and You.

employed by Us. The Contract means the contract for the supply of soods incorporang tress items, a remain earlies are seven to many advantagement of a Company Signatory. Any contrary or additional terms unless so agreed are excelled.

2.1 All orders are accepted by us only under these Terms, which may not be altered except with the written agreement of a Company Signatory. Any contrary or additional terms unless so agreed are excluded.

2.2 We shall not be liable for any misrepresentation made by Us. Our employees or agents, to You, as to the condition of the Conds, their filmess for purpose, or as to quantity/ abaccolour or specification, unless the representation is made or confirmed in writing by a Company Signatory and/or is fraudulent.

2.5 You shall be responsible to Us for ensuring the accuracy of any order provided by You, and for giving any necessary inform relating to the Goods within a sufficient time to enable Us to perform the Contract.

2.6 Orders may be cancelled only with the written agreement of a Company Signatory and You will indemnify Us against all losses damages costs and expenses We incur as a result of that cancellation. Unused or mis-specified Goods will be accepted for return at Our discretion and on terms agreed with Us.

PRICE

3.1 The price of the Goods shall be as quoted or stated in Our price list current at the date of the Contract and is exclusive of VAT. Any discounts deductions or rebates agreed are only available if all sums due from You to Us are paid by the due date.
3.2 Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the Goods as at the time of delivery by such amount as may be necessary to cover an increase sustained by Us after the date of acceptance of Your order and any direct or indirect obtained in a final repair of the price of the quantity specification delivery dates and information provided by You. If the order placed varies or delay is caused by Your instructions or lack of instructions We shall be entitled to adjust the price.

IENT
We have agreed in writing to give You credit all accounts are due for payment without deduction or retention on or before the last day of the month following the month in which the Goods are delivered.

redit is granted and may be reviewed and withdrawn at any time at Our discretion. We reserve the right to refuse to execute any order or Contract if the arrangements for payment or Your credit rating is not satisfactory to Us
on unawn or without payment of any invitorie or other amount due to Its by reason of any civilent disk of the counterclaim which You may have or allique to thave for any reason.

ELIVERY
Delivery shall occur when the Goods leave Our premises.
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 and We may do any one or more of the following (without prejudice to any other right or remedy We may have):
make additional charges for failed delivery, (b) store the Goods at Your risk and cost, (c) invoice You for the Goods
terminate this Contract without liability on Our part (e) recover from You all costs and losses incurred by Us.
We shall not be liable for any damages whatsoever, whether direct or indirect (inducting any liability to any third party), resulting from any delay or failure in delivery of the Goods or in a reasonable time, (whether such delay or failure is caused by Our negligence, or otherwise).
If We fail to deliver the Goods Our entire liability shall be limited to the price of the Goods.
If We reserve the fight to make delivery by instalments and fender a separate invoice in respect of any other instalment.
You must provide the necessary labour for unloading the Goods and unloading is to be completed with reasonable speed. If Our delivery we holde is kept waiting for an urreasonable time or is obliged to return without completing delivery or if We provide additional staff to unload Goods an additional charge may be all to the contract.

Indicated in the control of the cont

5.11 You will indemnify Us in respect or all losses, usuringers, vote and experience management of the contract is a contract for sale by sample, that the bulk does not compare with the sample); the Goods at the place and time of unloading, of any claim (apparent on reasonable inspection) for loss or damage in transit, short delivery or failure to conform to the Contract, or (of the Contract is a contract for sale by sample, that the bulk does not compare with the sample); the Goods will be deemed to have been discovered in accordance with the delivery documents and accepted by You, and You shall not be entitled to and waive any right to reject the Goods.

Goods will be deemed to have been discovered in accordance with the delivery documents and accepted by You, and You shall not be entitled to and waive any right to reject the Goods.

Good and the damage is subject to Quality of the Contract of t

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"TITLE AND RISK
7.1 Risk in the Goods shall pass to You when the Goods are delivered. The title to the Goods shall remain with Us until You pay the price of the Goods and any other sums outstanding between You and Us whether in respect of this Contract or otherwise.

7.2 I Will filtip bases.
7.3 We agree that You may use or agree to sell the Goods as principal and not as Our Agents in the ordinary course of Your business subject to the following express conditions:
(a) that the entire proceeds of any sale or insurance proceeds received in respect of the Goods are the Goods are principal and not as Our Agents in the ordinary course of Your business subject to the following express conditions:
(a) that the entire proceeds of any sale or insurance proceeds received in respect of the Goods are mind will be following the Goods are principal and not as Our Agents in the ordinary course of Your business subject to the following express conditions:
(a) that the entire proceeds of any sale or insurance proceeds received in respect of the Goods and any other monies or paid into an overdrawn bank account and shall at all times be identifiable as Our money;
(b) that We remain the legal downs of the Goods and We have a course of the Goods and the Course of t nvoice you for the full agreed purchase price in your purchase order during the T days prior to your original required delivery / collection date if you have not already taken edlivery or arranged collection to occur on or prior to that original date. The invoice agreement terms in the event of such will be the original agreed payment terms plus the number of days between our invoice date and your original required delivery / collection date. Risk in those goods passes to you upon Invoicing by us but we agree to store the goods for you at your risk until further notice by us. Title in those agreement you must be used to the proposal or proposal and intell for all other goods we have supplied to you and to the product we have supplied to you are the proposal or you at your risk until further notice by us. Title in those agreement you must be used to the product we have supplied to you at your risk until further notice by us. Title in those agreement you must be used to the product we have supplied to you at your risk until further notice by us. Title in those agreement you are you are you at your risk until further notice by us. Title in those agreement you are you

In Defect would have been apparent on a reasonable inspection under Clause 6.2 of these Terms would have been apparent on a reasonable opportunity to inspect the Goods around or the side of the Goods and or of the Goods when supplied to you.

Label TITES

8.1 In this Clause the Defect shall mean the condition and/or any attribute of the Goods and/or of the circumstance which but for the effect of these Terms would have entitled You to damages.

8.2 Nothing in these Terms shall exclude or restrict for linkblifty for deadle or the state of the statutory duty or otherwise the sould not whatever the cause for any damages whatever which the state of liability in damages well under the liability under Clause 8.2 of these Terms We shall not be liable by reason of any misrepresentation (unless frauddlent) or in contract fort (including negligence or breach of statutory duty) or otherwise howsover and whatever the cause for any damages well waterover. Includes 8.4 believes the contract to the conditions set out in Clause 8.5 below shall at Our sole discretion either repair the Goods at Our own expense or supply replacement Goods free of 8.5 We will not be liable under Clause 8.4. "In the cause 8.4." In the limit of understanding and the statutory duty or otherwise the cause of a district of the statutory duty or otherwise the sta

resulted primarily from Our breach of confract of negligence.

3.8 We will not be lable under Clause 8.7 if : material information is withheld concealed or misrepresented by You; and/or the drawing design measurement or specification provided by Us is not in writing.

3.9 If the Goods are supplied manifectured or processed to the drawing design measurement or specification of You then:

3.9.1 Subject to Clause 8.2 of these Terms We shall not be under any liability for damages whatsoever or under Clause 8.4 of these Terms as the case may be except in the event of: (a) fraudulent misrepresentation by Us, (b) misrepresentation where the representation was made or confirmed in writing by a Company Signatory, (c) noncompliance

mpirance surement or specification; or (d) breach of a written warranty signed by a Company Signatory that the Goods are fit for that

with such drawing design measurement or specification; or (i) Ofference or a writtent warranty sugrescy year. Surprise of the properties o

DEFAULT & TERMINATION

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1. TERM

or leaf minutous of the committed to preserving the privacy of all visitors to our site. Please read the following Privacy Policy to understand how we use and protect the information that you provide to us. g., registering on, placing an order on or requesting a quotation via our site you consent to the collection, use and transfer of your information under the terms of this Privacy Policy.

To Introduction
This Privacy Policy is a statement as to how we shall process your personal data. We take the security and privacy of you and your personal data very seriously and we are committed to safeguarding your privacy on line. Please be aware that communications over the internet, such as emails, are not secure here are controlled to safeguarding your privacy on line. Please be aware that communications over the internet, such as emails, are not secure they are encrypted. We do not accept any responsibility for any unauthorised access or loss of personal data beyond our control. You may access most areas of our site without registering with us. Certain areas of our site are only open to you if you register.

Only changes to this privacy policy will be posted here. Please refer back to this open regularly.

Our site may contain links to other websites. Please note that we are not responsible for the privacy practices of such other websites and advise you to read the privacy statements of each website you visit which collects personal information.

Oas Our Policy for Processing your Personal Data
When you contact us via the "Contact Us" link on our site, or register on our site we will collect personal data from you.

Personal information may also be obtained automatical event of the process of the proces

10.3. How we use your Personal Data?
There is a requirement by law for us to state a "legal basis for processing" your personal data and we have set out the purposes and the legal grounds for which we use your personal data below The legal basis for each purpose is that:

each purpose is that:
we have your consent for the use of your personal data;
we need to use your personal data in order to fulfil a contract with you:
the use of your personal data is necessary for our legitimate interests (in which case we will explain what those in
the use of your personal data is necessary for our legitimate interests (in which case we will explain what those in

are). LEGAL BASIS
This is a contractual necessity to meet obligations to supply the goods as ordered.
This is a legitimate interest to allow us to update you on services and queries raised.
This is a legitimate interest and where required by law we will ask for your consent.
This is a legitimate interest and where required by law we will ask for your consent.
This is a legitimate interest to allow us to communicate with you on your feedback.
This is a legitimate interest to protect us from unlawful activities and if circumstances dictate we may have a legal obligation to disclose details to facilitate legal
This is a legitimate interest to allow us to tallor your online experience.
Legitimate interest to tailor your experience when using our online services. PURPOSE Processing of an order To notify you of change to our services or to respond to any queries you raise. To send you details of product and promotions. To contact you about a review of feedback on the services we have provided. Carry out security checks to prevent fraudulent transactions.

To review past purchasing patterns to facilitate special offers and promotions. To provide, personalise and improve your interaction with our web and mobile portals.

To review past purchasing patterns to lacinitate experiment.

To provide, personalise and improve your interaction with our web and mobile portains.

Other purposes for which we may process your personal data are:

the general maintenance of our database and records of payments made by you, and the processed by us;
for security purposes to protect your personal data held and/or processed by us;
for security purposes to protect your personal data held and/or processed by us;
for security purposes to protect your personal data held and/or processed by us;
for security purposes to protect your personal data held and/or processed by us;
for security purposes to protect your personal data held and/or processed by us;
for security purposes to protect your personal data held and/or processed by us;
for security purposes to protect your personal data held and/or processed by us;
for security you will not security your personal data held and/or processed by us;
for security you will not security you are notified us to the contrary.

When you enter our site for the first time and where we wish to issue your computer with a cookie, you will be asked to consent to such use. Cookies in themselves do not identify the individual user, just the computer used. A cookie is a small file of letters and numbers that we store on your browser or dy your computer, mobile phone, tablet or other device if you agree. These cookies allow us to distinguish you from other users of our site, which helps us to provide you with a good experience when you browser or use and also allows us to improve our site and also allows use to improve our site and also allows us to improve our site and also allow

You acknowledge that by providing personal data to us, you 'consent to the processing of your personal data in 'accordance with this Priv
10.4. Who else gets to see your Personal Data?

Our data processors.

Such culties up you set non time to lime for the purposes of delivering poods ordered by you.

Such culties used to provides used by us from time to time for the purpose of processing payment for goods and/or security checks.

Other companies which are part of the group of companies which we may be part of from time to time.

Such other carefully selected companies who provide goods and/or services which we think may be of interest to you.

Such marketing companies used by us from time to time.

Such third parties workfing with us to enable us to provide a better site service to you.

Such third parties working with us fo enable us to provide a better site service to you.

10.5. Your Rights
You have right to ask us to:
Confirm what personal data we hold about you and to provide you a copy of that data.
Remove any of your personal data when there is no need to continue holding your personal data.
Remove any of your personal data that is inaccurate.
Correct any of your personal data that is inaccurate.
Correct any of your personal data that is inaccurate.
Correct any of your personal data to that is inaccurate.
Stop using your personal data to send you marketing materials, special offers, catalogues, discount vouchers and other promotions.
Stop using your personal data to send you marketing materials, special offers, catalogues, discount vouchers and other promotions.
Vou have may also have other rights in relation to your personal data:
In certain circumstances, the right to restrict or object to the processing of your personal data, or request that you personal data is deleted
Where you provided personal data voluntarily, or otherwise consented to its use, the right to withdrawly our consent
In certain circumstances, the right to restrict or object to the personal data whortain, or otherwise consented to its use, the right to withdrawly our consent
In certain circumstances, the right to receive a copy of the personal data which you have provided to use, in structured, commonly used and machine readable format or to request that we transfer that data to another company (known as "data portability")

**Meanument definition of the personal data which you have provided to use an another company (known as "data portability")

**Meanument definition of the personal data which you have provided to use an another company (known as "data portability") We may need to request proof of identity before we are able to response id and which you have provided to us, in structured, commonly used and machine readable format or to request that we transfer that do We may need to request proof of identity before we are able to response to your request.

We may need to request proof of identity before we are able to response to your repeatemade by you in relation to your personal data, you the right to make a complaint to the Information Commissioner: Phone: 0303 123 113 (local rate) or 1082 545 145 (allocal rate)

Post: Information Commissioners Office, Wy-life House, Water Lane, Wilmslow, Cheshire, SK9 5AF Webstlet www. Loca Orgus.

itie: www.ico.org.uk want to learn more about your rights regarding your personal data, you should contact the Information Commissioner's office information line on: (0044) 01625 545745 or visit their website at www.ico.gov.uk.

Maintenance of your personal data committed to the security of your personal data. All of our employees and sub-contractors with access to your personal data and/or who are associated with the processing of that data are contractually obliged to respect the confidentiality of your personal data that we have in our control from unauthorised access, improper use, alteration, unlawful or accidental destruction or accidental destruction or accidental destruction.

We have implemented technology measures and security poincies to proceed the present a data and we have to so a content of the process of the content of the process of the content of the provided to us and not to personal data you may provide directly to third parties (including but without limitation to our suppliers or any of the manufacturers or providers of the goods advertised on the site). Any third parties will have their own policies in respect of processing personal data you provide to them and/or your personal data that we may disclose to them in accordance with this Privacy Policy.

Contact information have a query about this privacy policy or wish to exercise your rights, please contact our Compliance Officer by writing to them at:

Compliance Officer, Fagree Theore The

IEMAL.

This contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.

Any reference in these Terms to any Statute, Statutory Provision or Regulation includes a reference to that Statute, Statutory Provision or Regulation as amended, extended or

It e-inacted at the relevant time.

We shall not be label for any breach of contract delay or failure to perform any of Our obligations if the breach delay or failure was due to any cause beyond Our reasonable control including industrial action.

The water by Use dainy bleach or default of these Terms shall not be construed as a continued water of that breach nor as a waiver of any subsequent breach of the same or any other provision.

If the found in the same of the same or any other provision in the same or any other provision.

If the Housing Grants Construction 8. Regeneration Act 1986 Part II applies to this Contract the Scheme under that Act shall apply and take precedence in the event of conflict between the Scheme and these Terms.

The headings of these Terms are for convenience only and shall not affect their interpretation.

The remination of this Contract shall not affect gives and obligations which have already accurred at the time of termination.

IF YOU DEAL AS A CONSUMER AS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977, ANY PROVISION OF THESE TERMS WHICH IS OF NO EFFECT SHALL NOT APPLY. THE STATUTORY RIGHTS OF A CONSUMER ARE NOT AFFECTED BY THESE TERMS. HEALTH & SAFETY INFORMATION ABOUT THE USE OF THE GOODS IS PROVIDED AND IT IS YOUR RESPONSIBILITY TO BRING THIS TO THE ATTENTION OF THE USER OF THE GOODS.