

VALID  
FROM 1st  
JULY 2022

# CREDIT ACCOUNT APPLICATION FORM

## THE GRAHAM PROMISE



You get the  
products  
you're after



You get  
sorted  
fast



You talk to  
people in  
the know



You always get  
your money's  
worth

## BEFORE POSTING YOUR COMPLETED APPLICATION FORM, PLEASE CHECK:

- Have you signed the customer declaration?
- Have you enclosed each of the following correct ID?
  1. Company/business letterhead.
  2. Copy of an appropriate utility bill or bank statement dated within the last 30 days.
  3. Copy driving licence or passport.
- Have you filled in your required credit limit?
- Have you filled in details of your trade references?

Please return your completed form to your local branch.

# CREDIT ACCOUNT APPLICATION FORM:

PLEASE COMPLETE IN BLOCK CAPITALS



## MAIN BRANCH YOU INTEND TO TRADE WITH:

TOWN/CITY: \_\_\_\_\_

To find your nearest branch, please use the branch finder at [www.grahamdirect.co.uk/store-locator/](http://www.grahamdirect.co.uk/store-locator/)

### YOUR BUSINESS DETAILS

NAME OF MAIN PURCHASER: \_\_\_\_\_

TEL. NO: \_\_\_\_\_

MOBILE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

COMPANY/TRADING NAME: \_\_\_\_\_

LIMITED COMPANY NAME (if different): \_\_\_\_\_

COMPANY REGISTRATION NUMBER: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_

GAS SAFE REGISTRATION NUMBER: \_\_\_\_\_

PARENT COMPANY: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POSTCODE: \_\_\_\_\_

TEL. NO: \_\_\_\_\_

FAX. NO: \_\_\_\_\_

LENGTH OF TIME AT THIS ADDRESS:  YEARS  MONTHS

NUMBER OF EMPLOYEES:  0-5  6-10  11-19  20-49  50-99  100-199  200+

ESTIMATED SPEND:  LESS THAN £500  £500-£900  £1000-£1999  £2000-£4999  £5000-£9999  £10000+

### TYPE OF COMPANY (Please tick one)

PLUMBING CONTRACTOR

M&E CONTRACTOR

RETAIL CUSTOMER

HEATING CONTRACTOR

PUBLIC SECTOR

OTHER

BATHROOM FITTER

NATIONAL BUSINESS

GENERALIST

### CREDIT LIMIT REQUIRED:

£: \_\_\_\_\_

#### TRADE REFERENCE 1

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

TEL. NO: \_\_\_\_\_

CREDIT LIMIT £: \_\_\_\_\_

#### TRADE REFERENCE 2

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

TEL. NO: \_\_\_\_\_

CREDIT LIMIT £: \_\_\_\_\_

### CREDIT SERVICES USE ONLY

SALES PERSON'S CODE: \_\_\_\_\_

BRANCH NUMBER: \_\_\_\_\_

LEGACY ACCOUNT NUMBER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

CREDIT LIMIT APPROVAL: \_\_\_\_\_

## INVOICING

MAIN CONTACT FOR INVOICING ENQUIRIES:

NAME:

TEL. NO:

E-MAIL:

## BANK DETAILS

BANK NAME:

ADDRESS:

POSTCODE:

BANK ACCOUNT NO:

SORT CODE:

## SOLE TRADER'S/PARTNER'S/DIRECTOR'S DETAILS

NAME:

DATE OF BIRTH:

HOME ADDRESS:

POSTCODE:

TEL. NO:

MOBILE NO:

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS:

POSTCODE:

## SOLE TRADER'S/PARTNER'S/DIRECTOR'S DETAILS

NAME 2:

DATE OF BIRTH:

HOME ADDRESS:

POSTCODE:

TEL. NO:

MOBILE NO:

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS:

POSTCODE:

## SOLE TRADER'S/PARTNER'S/DIRECTOR'S DETAILS

NAME 3:

DATE OF BIRTH:

HOME ADDRESS:

POSTCODE:

TEL. NO:

MOBILE NO:

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS:

POSTCODE:

IF WE ARE UNABLE TO OPEN A CREDIT ACCOUNT FOR YOU WOULD YOU LIKE US TO OPEN A CASH ACCOUNT?  YES  NO

### PLEASE COMPLETE ALL SECTIONS AND RETURN TO YOUR LOCAL BRANCH

Please supply the following as proof of identification:

- Company/business letterhead
- Copy of an appropriate utility bill or bank statement dated within the last 30 days
- Copy of driving licence or passport

### CUSTOMER DECLARATION

I/We the undersigned apply to UK Plumbing Supplies Ltd for account facilities and declare that the information given above is accurate. I/We agree to trade on UK Plumbing Supplies Ltd Terms and Conditions of Sale or Hire as are applicable at the date of the transaction and confirm that I/We have read the Terms and Conditions of Sale contained in this form. UK Plumbing Supplies Ltd reserves the right to terminate this Agreement forth with without notice upon a breach by the customer of any Terms and Conditions and all amounts then outstanding will become due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

CUSTOMER SIGNATURE:

CUSTOMER SIGNATURE:

NAME (please print):

NAME (please print):

POSITION:

POSITION:

DATE:

DATE:

For limited companies: must be signed by a current Company Director listed at Companies House. For the Sole Traders: must be signed by the Proprietor. For partnerships: Must be signed by one of the Partners. For Charities: Must be signed by a Trustee. For all other entries: Must be signed by the person who has financial responsibility (Treasurer/Secretary).

### GRAHAM RESPECTING YOUR PRIVACY

By submitting this Account Application Form in order to open a credit account, you acknowledge that we will search the files of credit reference agencies. These agencies will provide us with information about you, such as your financial situation and financial history. We carry out these searches in order to assess credit worthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent fraud and criminal activity. We may also search the files of the Land Registry. These searches will be conducted both in order to open your account, and from time to time during the lifetime of your relationship with us. Credit reference agency searches will place a search footprint on your credit file when we make a search, and this may be seen by other lenders. We will continue to exchange information about you with credit reference agencies while you have a relationship with us, including information about your settled accounts and any debts not fully repaid on time. Credit reference agencies will share your information with other organisations. Your information will also be linked to the information of others, such as your spouse or partner, any joint applicants, or other financial associates. If you're opting to open a cash account only we do not undertake any credit reference checks. We always strive to adopt best practice in relation to the collection, storage and processing of your personal information. We take your privacy very seriously and adhere to the highest standards to protect your personal information. Essentially, we collect personal information about you in relation to our dealings with you as our customer, and so that we can tell you more about our products and services, and the products and services of our group companies. If you would like to find out more about the personal information we collect and what we do with it, then please read the UK Plumbing Supplies Ltd Privacy Policy and our addendum on line through <https://www.grahamdirect.co.uk/legal-information/privacy-policy/> or ask to view a copy in branch. If you would prefer to request a hard copy of the policy, have any questions about how we collect, store and use your personal information, or if you have any other privacy related questions, please contact our Privacy Correspondent by email at [website@grahamdirect.co.uk](mailto:website@grahamdirect.co.uk). On the successful opening of an account with us, we will advise you of your account details and we will take the opportunity to ask you for your communication preferences, so we can keep you up to date with offers relating to goods and services which may be of interest to you.

# Standard Terms and Conditions of Sale

These Terms & Conditions relate to trade sales only and not consumer sales.

These terms apply to all contracts which any customer enters into with Graham, a trading brand of UK Plumbing Supplies Ltd (No.02723962) wholly or mainly for the purposes of its trade, craft, business or profession. Separate terms apply to consumer sales and the statutory rights of a Customer who is a Consumer are not affected by these Conditions.

All Customers should print out and keep a copy of these terms and your order/order confirmation for future reference.

1. Interpretation
  - a) In these Conditions:
    - "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. "Company" means Graham, a trading brand of UK Plumbing Supplies Ltd (Company No.02723962); "Conditions" means these commercial terms and conditions of sale; "Customer" means the person or firm purchasing the Goods from the Company; "Contract" means the contract for the sale of the Goods made between the Company and the Customer in accordance with these Conditions; "Force Majeure Event" means an event or circumstance beyond a party's reasonable control. "Goods" means the goods and materials and any part of them (including samples, where relevant) which are the subject of the Contract. "Specification" means any specification for the Goods, including any related plans and drawings that is agreed by the Customer and the Company. b) Interpretation:
      - (a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. (b) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. (c) A reference to writing or writing includes emails.
    - 2.The Contract/Order Acceptance
      - (a) These Conditions shall apply to the Contract and to all orders placed to and accepted by the Company to the exclusion of any other terms and conditions which the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. (b) No variation to these Conditions shall be binding without the express written agreement of a director of the Company (c) Any order submitted by the Customer to the Company shall constitute an offer to contract on these Conditions. Even if the Company has given a quotation and/or estimate, no order placed by the Customer is binding on the Company until it has been accepted by the Company. (d) In placing an order with the Company the Customer agrees to its terms and conditions and to accept the Company's terms and conditions. (e) The Customer is solely responsible for ensuring that the terms of its order and any applicable specification are complete and accurate. (f) The Customer's order for Goods will be deemed to be accepted when the Company issues a written acceptance of the Order, at which point, the Contract in accordance with these Conditions shall come into existence. (g) The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions. (h) The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
  2. Please note: All Estimates and Quotations are valid for a maximum period of 30 days.
    - (a) The Customer is entirely responsible for ascertaining the quantities it requires notwithstanding that an estimate or quotation may have been given by the Company. (b) Quotations or estimates provided to the Customer by the Company are for the supply of Goods on these Conditions only. Any quotation or estimate provided to the Customer by the Company is not an offer and the Company reserves the right to withdraw or amend any quotation at any time before the Customer's acceptance of the Customer's order. (c) Where fine or specific tolerances are required in the Goods beyond those generally accepted in the building trade no liability will attach to the Company unless the tolerances are notified in writing to the Company at the time the Customer provides its order to the Company and the Company has agreed in writing to supply Goods that meet those tolerances. (d) The Company may without notice to the Customer reasonably alter any specification, description, design, drawing, illustration and/or other particulars relating to the Goods and to supply the Goods as so altered in performance of the Contract and may also substitute and supply similar goods of equivalent type in the performance of the Contract, provided that any alteration or substitution does not significantly reduce or change the substantive quality and/or nature of the Goods.
  3. Cancellation/Cancellations
    - (a) If the Customer incorrectly orders any Goods or otherwise wishes to terminate the contract for convenience the Company may, in its sole discretion, determine whether or not to accept the return of the Goods/termination. The acceptance by the Company of returned Goods may be on such terms as it may determine and in particular the Company may charge for the carriage and handling of such Goods at the greater of 25% of their invoiced value and £5. (b) An order for Goods that are to be specially made or obtained ("Specials") may not be cancelled for convenience by the Customer once the order has been accepted by the Company nor will any allowance be made in respect of Specials if they are subsequently returned.
  5. Prices
    - (a) The price of the Goods ("the Price") shall be the price quoted by the Company to the Customer provided the Customer accepts the quotation within 30 days of its date and a quotation or estimate shall only be valid for 30 days. Where no price has been quoted (or a quoted price is no longer valid) the Price shall be the Company's trade price on the date the Goods are delivered. (b) The Company may, by giving notice to the Customer at any time up to 7 days before delivery or collection of the Goods, increase the Price to reflect any increase in the cost to the Company of procuring or supplying the Goods which is due to factors beyond its reasonable control (including without limitation foreign exchange fluctuations, taxes or duties and the cost of labour, materials and manufacturing costs); in such circumstances the Customer may cancel the Contract provided that they do so not later than 3 days before the due date for delivery. (c) All prices quoted are exclusive of Value Added Tax and delivery charges unless otherwise stated. (d) If the Customer orders Goods to be collected in accordance with Condition 7(a)(i) but then changes its mind to request delivery to a Delivery Location, the Company may charge the Customer a reasonable fee for delivery plus a reasonable administration fee.
  6. Accounts/Payments
    - (a) Credit accounts may be opened at the discretion of the Company, subject to satisfactory credit references being obtained. Unless otherwise agreed in writing, payment for Goods supplied on credit accounts shall be made due and payable no later than the last day of the month following the month of delivery. However if the Goods concerned are Specials the Company may instead apply the payment terms in Condition 6(b). (b) For cash Customers, that is, Customers who do not have a credit account with the Company or whose credit account is cancelled or suspended under Condition 6(g) and in respect of the supply of Specials to credit account Customers and other non-standard transactions (as determined by the Company), the Customer shall pay the price for the Goods on acceptance of order, or on or before delivery, (where applicable), upon receipt of an invoice. (c) No payment shall be deemed to have been received until the Company has received cash or cleared funds. Time for payment shall be of the essence. Notwithstanding any other provision, all payments payable to the Company under any Contract shall be made due immediately if the Company becomes entitled to terminate the Contract under Condition 16(a) or the Contract otherwise terminates. (d) Any queries on an invoice must be raised in writing by the Customer within 21 days of the invoice date, otherwise the invoice amount shall be deemed to be accepted by the Customer. (e) Without prejudice to the Company's rights to enforce payment, if the Customer fails to make payment in accordance with these Conditions the Company is entitled to seek interest on any overdue balance outstanding pursuant to its rights under the Late Payment of Commercial Debts (Interest) Act 1998, or (at the Company's absolute discretion) charge interest on any overdue balance outstanding (notwithstanding that a portion of the account or invoice is the subject of any dispute or query) from the due date for payment until payment is made, whether before or after any judgment) at the annual rate of 8% above the base lending rate from time to time of the Bank of England. (f) The Customer shall indemnify the Company, against all costs (including legal costs) and expenses incurred by the Company in recovering amounts due from the Customer, or exercising its rights under this Condition 6, including any administration fee incurred if the Company provides a late/non payment dispute to its lawyers or collection agents. (g) The Company may cancel or suspend the Customer's credit account at any time if it receives a request for, or waives, its rights to continue trading with the Customer from the Customer, other than that already provided (if any). (h) If the Company exercises such rights it may continue trading with the Customer in accordance with Condition 6(b). The Company may reinstate the credit account once the additional security required has been provided by the Customer and any other conditions have been met. The Customer agrees to use its best endeavours to ensure that any additional security required by the Company (including but not limited to a third party guarantee) is provided. (i) The Company may at any time, at its sole discretion and without prejudice to the Company's absolute discretion: (i) increase its credit limit (without limit) and debit against the Customer; and (ii) supply Goods in excess of the credit limit. (j) The Company may take action to collect all monies owing in full whether or not the sums due exceed the prevailing credit limit. (k) Where more than one invoice is outstanding the Company may choose against which invoice(s) to apply any payment from the Customer even if the Customer has allocated the payment to a specific invoice. (l) The Customer shall give the Company prior written notice, which acknowledges service, of any change in its constitution or ownership or, in the case of a sole trader or partnership, if it wishes to incorporate or merge with others. The Company may then decide whether to exercise its rights in Condition 6(g) to terminate trading with the Customer, with or without credit application and without prejudice to continuing with any other arrangements granted to the Customer and shall not be obliged to continue with either unless a written confirmation and acceptance is issued by an authorised member of the Company's credit management team, a Company director or the Company Secretary. (f) If a cheque used by the Customer to pay an account is dishonoured the Company may debit the Customer's account with any charge or cost incurred by the Company as a consequence. (m) On termination of the Contract, howsoever caused, the Company's rights contained in this Condition 6 shall remain in effect.
  7. Delivery/Despatch
    - (a) Delivery of the Goods shall be made: (i) by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection; or (ii) if there is no other place for delivery ("Delivery Location") is agreed between the Customer and the Company, by the Company delivering the Goods to that place at any time after the Company has notified the Customer that the Goods are ready. (b) Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be collected from the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; (ii) in the case of Goods to be delivered to the Delivery Location, on delivery to the Delivery Locations; and (iii) if the Customer fails to take delivery of the Goods, at the time when the Company has notified the Customer that the Goods are ready for collection. (c) If the Company is liable for loss of or damage to the Goods whilst in transit unless it is notified in writing with the details of the damage within 7 days of delivery; (iv) the Customer shall provide the Company with such access to its premises as the Company requires in order to deliver the Goods and shall provide the labour and equipment required to complete the delivery; (v) the Company may charge the Customer for any return visits made as a result of the Customer's failure to take delivery of the Goods; (vi) delivery is completed on the completion of unloading of the Goods at the Delivery Location or as near as possible to the Delivery Location as is safe and the public highway permits. (d) Any stated time or date for delivery is an estimate only and is not binding on the Company. The time and date of delivery is not of the essence and the Customer shall not be liable for any failure to deliver by such time or date, nor for any loss or damage arising directly or indirectly from such failure. The Customer may not refuse to accept Goods because of late delivery; nor, where Goods are to be delivered in instalments, shall the Company's failure to deliver any instalments by any time or date entitle the Customer to treat the Contract as a whole as repudiated. (e) If the Customer fails to take delivery of Goods or to give the Customer adequate instruction for delivery then, without prejudice to its other rights, the Company may (i) store the Goods until such time as the Customer charges the Customer for the costs (including insurance) of storing the Goods at its best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the Price or charge the Customer for any shortfall against the Price. (f) Where delivery is to be made by instalments, each instalment shall be deemed to be a separate and distinct contract and no default by the Company in respect of any one or more instalment shall entitle the Customer to reject or withhold payment in respect of any other instalment. (g) The Company shall provide evidence (such as a delivery note) of the delivery of Goods supplied in response to a request from the Customer provided it is received within 3 months of the delivery date. If the Customer does not raise any query about delivery within such period, the Goods concerned shall be deemed to have been delivered in accordance with the Contract. (h) The Company does not accept liability for shortages in quantities delivered unless the Customer notifies the Company of any claim for short delivery of the Goods within 2 days of the delivery to the Customer. In such circumstances the Company's liability shall be restricted to making good the shortage. Any delivery book or note marked "NOT EXAMINED" will not prevent the operation of these clauses nor constitute evidence or implied notice in writing of any potential or actual shortage. (i) If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar type and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. (j) The Customer must provide the Company with an address for delivery if it does not intend to collect the Goods, along with all of the information which the Company reasonably requires in order to determine whether it will be able to deliver the Goods to the appropriate address and the delivery and the cost to the Customer of providing the delivery service. (k) The Company is responsible for any additional lifting once delivery has been completed.
  8. Performance
    - (a) The Customer is responsible for ensuring that: (i) the Goods are sufficiently suitable and fit for the purpose intended and comply with all applicable requirements whether statutory, regulatory, municipal or otherwise; (ii) its premises are safe and suitable for the delivery. Installation, use and operation of the Goods and comply with all relevant legislation (including but not limited to the relevant safety and all relevant legislation (including but not limited to the relevant safety and all relevant legislation) (including but not limited to the relevant safety and all relevant legislation) and (iii) the equipment installed by the Customer is not of a type or quality the operation of the Goods is ancillary to or is for use in connection with the Goods shall not adversely affect their suitability or installation for purpose.
  9. Warranty
    - (a) Subject to Condition 10(a) the Company agrees (in its discretion) to repair (if possible), replace free of charge or refund any sums paid by the Customer for any Goods which in the reasonable opinion of the Company are defective due to a manufacturing fault but only if: (i) such fault is notified to the Company in writing within 7 days of delivery; and (ii) the Company and/or its representative is given a reasonable opportunity after receiving the notice of examining such Goods in situ or the Customer (if asked to do so by the Company) returns such Goods to the Company, at such address specified by the Company, for the examination to take place there. (b) The Company shall not be liable for a breach of the warranty in Condition 9(a) if: (i) the Customer makes any further use of such Goods after giving notice of a defect; or (ii) the defect arises because the Customer failed to follow the Company's or the manufacturer's oral or written instructions as to the storage, installation,

Graham is a trading brand of UK Plumbing Supplies Ltd.

Reg. in England No. 02723962 VAT Reg. No. GB 258 9332 67 Registered Office: Graham, Quayside 2A Wilderspool Park, Greenalls Avenue, Stockton Heath, Cheshire. WA4 6HL August 2021