

F3201 Opening a Trade Credit Account with Buttle plc

One account that can be used at



When you open a Monthly Credit Account with Buttle plc, you will gain rapid access to a range of services - all designed to save you time and deliver convenience. The benefits include:

- * At least one month's free credit
- * No payments to make every time you collect
- * Speed up of deliveries & collections
- * Invoices sent to your office - not lost on site!
- * Monthly statements to assist your records
- * Direct Debit option - gives even more benefits

We do insist on payment to settle your account being received at or before the end of the month following invoice. This helps us to keep our costs, and therefore our prices, as low as possible and saves you interest charges too.

Buttle plc always welcome your suggestions or comments on our partners products or services.

To apply for a Monthly Credit Account with Buttle plc please complete this form, ticking boxes as appropriate.

Trading Title of Applicant in Full	
Full legal Name (if different)	
Trade or Occupation	
Address to which all Invoices & Statements are to be sent	
Postcode	
Tel:	Fax:
e-mail:	

Person/s who order/s or has responsibility for ordering	
Name	
Position in Company	
Telephone Number	
Name	
Position in Company	
Telephone Number	
e-mail	

Status:	
Limited Company <input type="checkbox"/>	Sole Trader <input type="checkbox"/>
Partnership <input type="checkbox"/>	Government Body <input type="checkbox"/>
Local Authority <input type="checkbox"/>	Other Corporate Body <input type="checkbox"/>
Names of Parent, Associate or Subsidiary Companies (if any)	
Registered Address (if Limited Company)	
Private Address (Unlimited Company or Sole Trader)	
Postcode	Tel:
Web Site	
Person who deals with Accounts	
Name	
Position in Company	
Telephone Number	
e-mail	

Is your organisation VAT Registered?	Yes	No	If yes, VAT No.

In order to establish an initial Credit Limit, please indicate the amount you are likely to purchase in One Month	£

Date Business Established	Date made Limited Co. (if applicable)	Registration Number (if applicable)

Should Buttle plc insist on an Order Form or faxed copy being presented when goods are ordered?							YES		NO	
If 'No', please indicate how Buttle plc should be able to retrospectively verify your authority to charge your account (e.g. if there is a later query)										
Do you want Buttle plc to supply named individuals when collecting goods in person without an Order Form?							YES		NO	
If 'Yes', please list names below. Our staff may ask for evidence of identity if not known to them.										
Name/s	_____									
_____	_____									
Please supply Names and Addresses of three firms with whom you have Credit Accounts (but with whom you have no other Association) who may be approached for a Trade Reference										
1.			2.				3.			
Tel:		Fax:		Tel:		Fax:		Tel:		Fax:
Has the Proprietor or any Partner or Director of the applicant had any previous involvement in liquidation or bankruptcy?							Yes		No	
If yes give details:										
Have there been any changes to your Company information since your last Return filed at Companies House?							Yes		No	
If yes, give details										
Please supply the following information in respect of each Proprietor/Partner/Principle Director.										
Full Names:			Full Names:				Full Names:			
Home Address:			Home Address:				Home Address:			
The following information is NOT required for Limited Companies which have been trading for three years or more or for Government Departments										
Age:	No. of Dependents		Age:	No. of Dependents		Age:	No. of Dependents			
Is the above Property			Is the above Property				Is the above Property			
Owned	Rented	Mortgaged	Owned	Rented	Mortgaged	Owned	Rented	Mortgaged		
Previous Employment History			Previous Employment History				Previous Employment History			

**Please enclose a copy of your Printed Letterheading and a cancelled Order Form with your application
and also return the completed Bank Reference Consent Form**

Send completed form and enclosures to:

Buttle plc Customer Accounts Office
George House, Soothouse Spring, St Albans, Herts AL3 6NX
Telephone: 01727 844558 Fax: 01727 834248

This application must be signed by the Proprietor, Partner/s or Director/s or legally responsible officer/s as appropriate

Declaration

Each Signatory, as authorised representative(s) of the applicant Customer, hereby applies for a Trade Credit Account and agrees to pay any resulting account by the last working day of each month following the month of delivery in accordance with Buttle plc Conditions of Sale. Each Signatory further agrees that those Conditions of Sale (as modified, amended or updated by Buttle plc from time to time) shall apply to all sales of goods or services by Buttle plc or its Partner Merchants. Each Signatory to the agreement agrees, jointly and severally, to personally guarantee the performance of the contract by the organisation on whose behalf the signature is given, including any financial obligations arising from any changes in the credit limit of the credit account made by Buttle plc from time to time. In the event of failure or default, or non-compliance with the Terms and Conditions of this contract, Buttle plc has the right to proceed against the signatory/s personally. Each signatory believes all the information given in this application to be correct to the best of their knowledge.

Signed: _____ Name: _____ Position: _____ Date: _____

Signed: _____ Name: _____ Position: _____ Date: _____

Signed: _____ Name: _____ Position: _____ Date: _____

Save Time - Pay by Direct Debit - The Easy way to pay

Even if you have given Buttle's a Direct Debit Instruction **you can still pay by cheque** if you prefer to do so in any month. So long as your cheque in full settlement is received on or before the last banking day of the month then a Direct Debit mandate will NOT be initiated for that month.

Direct Debiting is a simple, reliable and economical way of settling your monthly account. We invite you to sign an instruction to your Bank or Building Society authorising them to pay us variable amounts at our request. The instruction needs to be for variable amounts because your purchases, and therefore the payments due, will alter from month to month.

- You will **save money** - no postage and no cheque charges
- It is **easier** for you - no cheques to write or envelopes to address
- **No worries** - your monthly statement will be settled automatically at the end of the following month - **not too early, not too late!**

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Buttle plc will notify you at least ten working days in advance of your account being debited or as otherwise agreed. If you request Buttle plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Buttle plc or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society.
- If you receive a refund you are not entitled to, you must pay it back when Buttle plc asks you to.
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

This guarantee should be detached and retained by the Payer

Instruction to your Bank or Building Society to pay by Direct Debit



Buttle's



Please fill in the whole form using a ball point pen and send it to:

**Buttle plc
George House
Soothouse Spring
ST ALBANS Herts
AL3 6NX**

Originator's Identification Number	6	2	4	7	1	6
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Reference Number									
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Name(s) of Account Holder(s)

Bank/Building Society Account Number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To the Manager

Bank/Building Society

Address

Post Code

Instructions to your Bank or Building Society

Please pay Buttle plc Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Buttle plc and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of accounts

Terms and Conditions of Sale



GENERAL

These terms and conditions will apply to all orders accepted by us (Buttle plc or associated company trading as various names) from you (our customer). Any variations of, or addition to, or substitute for these terms and conditions, even if included or referred to in your written order or instructions, will not apply to the contract of sale unless we specifically agree them in writing.

UNDERTAKINGS

We undertake

- to review your enquiry or instructions, on receipt, in order to clearly establish the specification of the goods or services that you require.
- to advise you, when agreeing your quote order, if the supply that we can make is at variance, beyond normal trade tolerances, to your requirements.
- to supply goods or services conforming to the agreed order.
- that goods supplied will not be damaged or faulty unless agreed with you.

You undertake to accept and examine goods, on receipt, and to record any visible damage or variation from the order when signing for them. If you wish us to accept responsibility for such damage or variance you will confirm your request in writing within three days of receipt and before using the goods. Time of supply will not be of the essence unless we agree otherwise on accepting your order. You will accept part supplies and you will return any goods found to be in excess of those invoiced.

PRICES

Prices indicated in our catalogue, price guides, advertising or other literature are intended for guidance only. We reserve the right to withdraw or to revise such prices at any time.

QUOTATIONS

If we give a quotation it is an invitation for you to treat and is not an offer. We may withdraw or amend any quotation at any time prior to accepting your order.

Prices are quoted subject to revision and, unless otherwise stated, prices charged will be those current at the time of supply of the goods or services.

DESCRIPTIONS

Any descriptions or information given by us are for identification or assistance purposes only and will not imply that goods are fit or sufficient for your particular purpose or circumstance.

PAYMENT

If you have a current credit account facility with us you will make full payment so that it is received by us not later than the last banking day of the month following the month of supply.

If you do not have a current credit account facility you will make payment by the time and method agreed at the time of order. In the absence of written agreement by us to the contrary the due date will be the date and time of supply.

If any payment is not received by the due date we may charge you interest at 8.0% over Bank of England Official Dealing Rate from that date. We reserve the right to claim any costs incurred in recovering the debt both administrative & legal.

We will be entitled to suspend or stop supply and to withdraw or restrict credit provisions without advance notice if any payment becomes overdue, or if we have reason to believe that you may be unable or unwilling to pay for the goods.

RISK AND TITLE

Risk will pass to you on receipt of the goods by you, or on payment, whichever is earlier

Unless otherwise agreed in writing, ownership of the goods will not pass to you until we have received full payment. Until we have received payment and whilst the goods are in your possession you will store them in such a way as to enable them to be identified as our property. You hereby irrevocably agree that our representatives may enter the place of storage, with such vehicles and equipment as may be necessary, to remove such goods.

RETURN OF GOODS

We may, at your option, accept or reject the return of any goods that have been correctly supplied. If we accept the return of such goods, we may make a charge for doing so. A credit note will be issued which may be valid for a period of six months and which can be used towards settlement of subsequent purchases. You will not be entitled to a refund payment.

TRANSPORT

Where we arrange transport to site you accept responsibility for ensuring the suitability of the unloading point, means of access to it and labour to unload. If a driver is requested to position a delivery vehicle off the public highway, you agree to indemnify us against any loss or damage arising to that vehicle and its load and for any damage to roadways, footpaths, manholes, mains, bridges or other property caused through the operation of the vehicle. You will not indemnify us where the damage is due to our own default or negligence.

GUARANTEES

We try to indicate in our literature which products are guaranteed by their manufacturer and for what period. Some goods may still be guaranteed even though not indicated as such. We will pass to you the benefit of any guarantee offered by the manufacturer of any goods that prove faulty subsequent to supply. A guarantee may include an option for us or the manufacturer to decide whether to replace the goods or to refund the price paid.

Some products are not guaranteed (e.g. Deal Doors). We will seek clarification if you are unsure.

LIABILITY

We will not be liable for:

- non supply of goods unless you notify us, in writing, within ten days of the invoice or despatch or agreed supply date, whichever date is later.
- any direct loss or damage except as stated in these conditions.
- any indirect, consequential or incidental loss or damage of any kind (including loss of profits, revenue or contracts) or for any damage to, or destruction of, any property.
- injury to or the death of, any person unless that injury or death is caused by our carelessness or that of our employees.
- any amount in excess of the purchase price paid.

Our only guarantees, conditions and liabilities are those contained in these conditions or under English Law. Your rights under statute are not limited by these conditions.

You will indemnify us against all claims, actions, costs, losses, damages or expenses caused by or in connection with the goods or services unless we are liable under these condition

June 2018

Buttle plc

Registered Office George House, Soothouse Spring, ST ALBANS, Herts AL3 6NX Registered in England No. 5149083

Bank Reference Consent



Please complete the details of your Bank and account below to authorise us to apply for a Bank reference

Bank name and address

The Manager: _____ Bank

I/We authorise the above bank to provide a banker's opinion to Buttle plc in respect of our account as follows:

Account Name: _____

Account Number: _____

Sort Code: _____ -- _____ -- _____

Authorised Signature/s: _____

Buttle's use only:

Ref: _____

Please provide your opinion concerning the ability of your customer to meet a financial commitment of £ _____ outstanding at any one time.

Cheque value £ _____ enclosed

Signed: _____ Date _____

**Please forward VAT Invoice to:
Buttle plc, George House, Soothouse Spring, ST ALBANS Herts AL3 6NX**

Personal information – UK Data Protection Act 2018

Words shown in italics have the meaning given by the Act. *Data* relating to you as an individual or to individuals within your organisation ("*personal data*") may be *processed* by us as *data controllers* for the purpose of carrying out our business and will be held securely in confidence. We take the protection of our customers data very seriously. We may disclose your *personal data* to third parties such as insurers, credit insurers, credit reference agencies and other carefully selected parties, who may *process* your *personal data* as *data controllers* for the purpose of carrying out insurance, risk assessments, credit management and other associated activities to help us manage our relationship with our customers. We may also receive *personal data* on you from such third parties. Your *personal data* may be *processed* within or outside the European Economic Area, but always in strict compliance with the Act. We or such third parties may contact you with details of other products in writing, electronically, by telephone or by other means. By providing us with your *personal data*, you consent to our *processing* of such data as described in this notice.

You have the right to access the personal information we hold on you. The data we keep is subject to legal requirements and to provision of services we provide. You have the right of access to your *personal data* we hold on you, and the right to rectify such *data* if inaccurate or *processed* unfairly. If you wish to exercise these rights, please write to us with details of your request. There may be a charge for supplying data.

Our privacy policy is updated from time to time and you can see the current version on our website at www.buttles.co.uk.