



311B Foster Court, Team Valley Trading Estate, Gateshead, Tyne & Wear NE11 0NH

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[www.valley-electrical.co.uk](http://www.valley-electrical.co.uk)

## Credit account | application form

### Company details

Name	_____	Registration No.	_____
Trade Name (if diff.)	_____		
Invoice Address	<input type="text"/>	Telephone	_____
	<input type="text"/>	Fax	_____
	<input type="text"/>	Mobile	_____
Post Code	_____	E-mail	_____

### Complete this section if you are a non-limited company

Name	_____	Name	_____
Home Address	<input type="text"/>	Home Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
Post Code	_____	Post Code	_____
Home Telephone	_____	Home Telephone	_____

### Trade references

Name	_____	Name	_____
Address	<input type="text"/>	Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
Post Code	_____	Post Code	_____
Telephone	_____	Telephone	_____
Fax	_____	Fax	_____

### Bank details

Name	_____	Branch	_____
Address	<input type="text"/>	Sort Code	_____
	<input type="text"/>	Account No.	_____
Post Code	_____		

### Customer declaration

By signing this agreement, you confirm that: • the details given are correct • you have read and agree to our Conditions of Sale (page 2)

<b>Signed*</b>	_____	<b>Date</b>	_____
<b>Printed Name</b>	_____	<b>Position</b>	_____
<b>Signed*</b>	_____	<b>Date</b>	_____
<b>Printed Name</b>	_____	<b>Position</b>	_____

\*Must be a Director or other authorized person

# CONDITIONS OF SALE

1. **Introduction**

In these Conditions

**"The Company"** shall mean Valley Electrical Supplies Co Limited whose registered office is situated at 311B Foster Court, Team Valley Trading Estate, Gateshead, Tyne & Wear NE11 0NH

**"Contract"** shall mean the contract for the sale of Goods by the Company to the Customer as governed by these Conditions.

**"Customer"** shall mean the other party to any quotation, offer, order or contract with or by the Company (and shall include natural persons purchasing Goods outside of the course of their business, trade or profession ("**Consumers**") and businesses purchasing Goods in the course of trade ("**Business Customers**").

**"Goods"** shall mean all Goods (including all workmanship) or any part thereof of any description and howsoever sold.
2. **Formation of Contract**
  - 2.1 These Conditions shall govern all business conducted by the Company to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply to any purchase order, confirmation of order, specification or other document).
  - 2.2 These Conditions apply to all of the Company's sales and any variation to these Conditions and other representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.
  - 2.3 Quotations offers and tenders issued by the Company are not offers capable of acceptance so as to form a binding Contract. An Order placed by the Customer through our website located at [www.valley-electrical.co.uk](http://www.valley-electrical.co.uk) ("**the Site**") or by mail order in connection with our catalogue will be construed as an offer to purchase the Goods from the Company. The Company has absolute discretion whether to accept the Customer's offer. The dispatch by the Company of all or part of the Order placed will be construed as acceptance by the Company of all or part as the case may be of the Customer's offer. Purchase of the Goods through the Site is only offered to Customers in the United Kingdom and the Customer confirms that he is habitually resident or has a place of business in the United Kingdom.
  - 2.4 No previous dealings or course of conduct between the Company and any Customer shall vary or replace or prevail over these Conditions in any circumstances.
3. **Credit Accounts**
  - 3.1 Except where a credit account has been opened the Customer is required to make payment for the Goods at the time of placing an order.
  - 3.2 Credit accounts will only be opened at the absolute discretion of the Company and subject to satisfactory completion of the Company's Account Application Form. All Accounts are due for payment by the last day of the month following delivery of the Goods. All Accounts are strictly net.
4. **Prices**
  - 4.1 All prices quoted are estimates only. The prices listed on the Site for Consumers are inclusive of VAT. All other prices are exclusive of VAT.
  - 4.2 Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out on the Site or its latest catalogue (as applicable) as at the date of the Customer's Order. The Company shall make all reasonable endeavors to ensure that the Goods are available at such prices but the Company cannot be held responsible if supplies are unobtainable.
  - 4.3 The Company will deliver Goods purchased through its Site or by mail order to addresses in the United Kingdom subject to payment of the standard delivery charges set out on the Site or the current catalogue at the time of order.
5. **Payment and Interest**
  - 5.1 Subject to clause 5.2 the Company must receive full payment for all of the Goods ordered (and any applicable delivery charges) before it can accept the Order and dispatch the Goods.
  - 5.2 Account customers may make payment in accordance with clause 3 above.
  - 5.3 Time is of the essence for payment and in the event of default in payment by the customer the Company shall be entitled without prejudice to any other right or remedy to do all or any of the following:-
    - 5.3.1 To suspend all further deliveries to the Customer without notice
    - 5.3.2 To charge interest on all outstanding payments in accordance with the Late Payment of Commercial Debt (Interest and Compensation) Act 1998
    - 5.3.3 To demand payment for all Goods supplied by the Company to the Customer under this and all other contracts with the Customer whether or not payment is otherwise due or invoiced.
    - 5.3.4 To deduct the sums due from any monies outstanding from the Company to the Customer.
    - 5.3.5 To withdraw any discounts offered by the Company to the Customer and retrospectively recharge on all outstanding invoices.
    - 5.3.6 To sue for the price of the Goods even though title may not have passed to the Customer.
6. **Delivery**
  - 6.1 Any dates given by the Company for delivery of the Goods are not intended to be fixed although we shall use our best endeavors to comply with any timescale stated. Time for delivery may not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
  - 6.2 Subject to the other provisions of these Conditions the Company will not be liable for any direct, indirect or consequential loss (which term shall include without limitation loss of profits, loss of business, depletion of goodwill and similar loss) costs damages charges or expenses caused directly or indirectly by any delay in the delivery of the Goods even if caused by the Company's negligence.
  - 6.3 The Company will Endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses, including a reasonable charge for storage and transportation so occasioned and payment for the Goods shall be made in accordance with these Conditions.
  - 6.4 The Company will not be liable for unloading the Goods at the designated point of delivery or for placing those in position on site save as may be agreed in writing in advance.
  - 6.5 If for any reason the Customer will not accept delivery of any of the Goods or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents or other authorisations;
    - 6.5.1 Risk in the Goods will pass to the Customer (including for loss or damage caused by the Company's negligence).
    - 6.5.2 The Goods will be deemed to have been delivered
    - 6.5.3 The Company may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses (which without limitation shall include storage and insurance).
  - 6.6 If the Company delivers to the Customer a quantity of Goods of up to 5% more or less than the quantity ordered the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for Goods actually delivered at the pro-rata contract rate.
7. **Risk and Title**
  - 7.1 Risk shall pass to the Customer and the Customer shall be responsible for all loss or damage to the Goods from the time that the Goods arrive at the designated place of delivery (where the Company has agreed to deliver) or in all other circumstances at such time as the Goods leave the Company's premises.
  - 7.2 The Goods shall remain the sole and absolute property of the Company as legal and equitable owner and title to the Goods shall not pass until such time as the Customer has paid the Company the agreed price together with the full price of any other Goods which are the subject of any other contract with the Company.
  - 7.3 The Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licences the Company, its officers, employees and agents to enter upon any premises occupied or used by the Customer to remove the Goods (even if attached or connected to any other Goods product plant or machinery) or to satisfy itself in respect of the matters set out in Condition 7.4.
  - 7.4 The Customer shall possess the Goods as fiduciary agent and bailee of the Company until such time as title to the Goods passes. If the Company so requires, the Customer shall store the Goods separately from other Goods and shall ensure that they are clearly marked as belonging to the Company. The Company shall have the right to trace the proceeds of any disposal of the Goods by the Customer of any insurance covering the same which shall be paid into a separate account.
8. **Cancellation and Returns**
  - 8.1 Consumers purchasing Goods through the Site or by mail order may cancel the order for any reason, return The Goods and claim reimbursement provided that:
    - 8.1.1 The Company is informed in writing of the intention to cancel the order and to return the Goods within seven working days of the date of dispatch of the Goods.
    - 8.1.2 The Goods are actually returned within 30 days of delivery of the Goods
    - 8.1.3 The Goods are received by the Company in the condition in which they were originally dispatched.
    - 8.1.4 The Consumer will be responsible for any loss or damage to the Goods whilst in transit.
  - 8.2 Subject to compliance with the terms of Condition 8.1, the Company will reimburse the Consumer for the price of the Goods returned within 30 days of receipt of the returned Goods (or at the Consumer's option replace the Goods).
  - 8.3 Consumers should notify the Company as soon as possible in the event that they consider the Goods do not conform with the contract and, if such non-conformity is established, Consumers may rely upon their statutory rights and require the company to repair or replace the Goods, reduce the purchase price of the Goods by an appropriate amount or rescind the contract with regard to the Goods in question.
  - 8.4 Subject to the provisions of Condition 9 Business Customers may only return the Goods following consultation with the Company and with the Company's prior written consent. Where the Company accepts the return of Goods it shall do so on such terms as it considers appropriate and may levy a handling charge. The Company may also agree (in writing only) to a cancellation or variation of an Order at its absolute discretion and upon such terms as it considers appropriate.
9. **Quality**
  - 9.1 The Company is not the manufacturer of the Goods. The Company will Endeavour to extend the benefit of any warranty or guarantee given by the manufacturer to the Customer. If so requested the Company shall provide such assistance as it can as to the use of the Goods, but due to the nature and range of the Goods the Customer shall retain full responsibility as to the suitability and fitness of the Goods.
  - 9.2 Subject to the other provisions of these Conditions the Company warrants that upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994.
  - 9.3 The Company shall not be liable for breach of the warranty in Condition 9.2 unless
    - 9.3.1 the Customer gives written notice of the defect to the Company within three days of delivery of the Goods or within three days of the time at which the Customer ought to have discovered the defect and
    - 9.3.2 The Company is given a reasonable opportunity to examine the Goods at its place of business
  - 9.4 The Company shall not be liable for breach of the warranty in condition 9.2 if
    - 9.4.1 The Customer makes any further use of such Goods after giving notice or
    - 9.4.2 The defect arises because the Customer failed to follow the Manufacturer's instructions as to the storage, installation use or maintenance of the Goods or good trade practice or
    - 9.4.3 The Customer alters or repairs the Goods without the written consent of the Company.
  - 9.5 Subject to Conditions 9.3 and 9.4 if any of the Goods do not conform with the warranty in Condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro-rata contract rate.
  - 9.6 If the Company complies with Condition 9.5 it shall have no further liability for a breach of the warranty in Condition 9.2 in respect of such Goods.
  - 9.7 Nothing in this Condition shall prejudice the Consumer's right to cancel an order and to return the Goods in accordance with Conditions 8.1 to 8.3.
10. **Limitation of Liability**
  - 10.1 Subject to Conditions 8, 9 (and 10.5) the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions for its employees or agents) to the Customer in respect of any breach of these Conditions and any representation statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
  - 10.2 All warranties, conditions and other terms implied by statute or common law (save for the Condition implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
  - 10.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
  - 10.4 Subject to Conditions 10.2 and 10.3
    - 10.4.1 The Company's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the supply of the Goods shall not exceed a sum equal to the purchase price of the Goods.
    - 10.4.2 The Company shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill, administrative inconvenience, disappointment or otherwise), costs expenses or other claims for consequential compensation whatsoever and howsoever caused which arise in connection with the Contract.
  - 10.5 Nothing in these Conditions is intended to affect the Customer's statutory rights as a Consumer.
11. **Copyright**

The copyright and all other intellectual rights in all articles web pages lists drawings brochures descriptions and other information produced by (or on behalf of) the Company shall remain the property of the Company at all times.
12. **Termination**
  - 12.1 The Company may suspend further supply or delivery of Goods (or stop any Goods in transit) or terminate the Contract by writing to the Customer in the event that
    - 12.1.1 The Customer is in material breach of any provision of these Conditions or
    - 12.1.2 the Customer should become unable to pay its debts when they fall due or proceedings are commenced by or against the Customer alleging bankruptcy or insolvency.
  - 12.2 The Company shall have no obligation to supply further Goods in the event of termination and all outstanding indebtedness (whether or not invoices have been raised) shall become immediately due and payable.
13. **Force Majeure**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without any liability whatsoever to the Customer) if the Company is prevented from or delayed in the carrying on of its business due to circumstances or events beyond its reasonable control (including without limitation Acts of God, governmental restriction, terrorist acts, shortage of labour or material, breakdown of machinery, strikes, lockouts and other industrial disputes).
14. **General**
  - 14.1 If any provision of these Conditions is found to be void in whole or in part it shall be deemed severable and the remaining provisions of these Conditions (and the remainder of such provision) shall continue in full force and effect.
  - 14.2 No variation of these Conditions shall be valid unless it is in writing and signed by each of the parties.
  - 14.3 Any waiver by the Company of any breach of these provisions shall not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these provisions.
  - 14.4 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
  - 14.5 The formation, existence, construction, performance, validity and all aspects of these Conditions and the Contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.