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# Wholesale Electrical Distributor

**Gold Partnership**  
 Unit 5, Warne Park  
 Warne Road  
 Weston-super-Mare  
 North Somerset  
 BS23 3TP

## Credit Application Form - Please include your company Letterhead

<b>COMPANY DETAILS</b>	
<b>COMPANY NAME</b>	
<b>TRADING NAME</b>	
<b>TYPE OF BUSINESS</b> (Tick Box) <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Limited Company <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Charity <input type="checkbox"/> Other	
<b>Business Activity:</b>	
<b>INVOICE ADDRESS</b>	<b>STATEMENT ADDRESS</b> (If Different):
Postcode:	Postcode
<b>OTHER CONTACT DETAILS</b>	
Telephone No:	Fax No:
Email Address:	Mobile No.:
<b>LEGAL ENTITY</b> (Complete as Applicable)	
<b>LIMITED COMPANY</b> (Public Limited Company or Limited)	
Registration No:	Date of Incorporation:
Registered Office:	
Postcode	
If company is a subsidiary of a group, please provide the following information:	
Name of Holding Company:	Registration No:
Registered Office:	
Postcode:	
<b>SOLE TRADERS</b>	
Title (Mr/Mrs/Miss/Other)	Home Address:
Full Name:	
Date of Birth:	Post Code:
(Previous Home Address if less than 2 years)	
Post Code:	
Would you be willing to sign a Personal Guarantee? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>PARTNERSHIPS</b> (Please provide details of further partners on a continuation sheet if necessary)	
<b>PARTNER</b>	
Title (Mr/Mrs/Miss/Other)	Home Address:
Full Name:	
Date of Birth:	Postcode:
<b>PARTNER</b>	
Title (Mr/Mrs/Miss/Other)	Home Address:
Full Name:	
Date of Birth:	Postcode:
<b>PARTNER</b>	
Title (Mr/Mrs/Miss/Other)	Home Address:
Full Name:	
Date of Birth:	Postcode:
Would you be willing to sign a Personal Guarantee? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Purchasing Director / Contact:**

Name:	Position:	Name:	Position:
Name:	Position:	Name:	Position:
No of Electricians:			
<b>Person Responsible for Payments:</b>			
Name:		Telephone No:	
Position:		Fax No:	
		Email Address:	
Please tick the following if required:		Order number always required -	<input type="checkbox"/>
		Priced delivery notes -	<input type="checkbox"/>

**REFERENCES**

Bank:	
Name:	
Address:	
Account Number:	Sort Code:
<b>Details of two trade references:</b>	
Name:	Name:
Address:	Address:
Fax No:	Fax No:
Account No:	Account No:

<b>Monthly Spend: £</b>	<b>Anticipated First Order: £</b>
<b>Credit Required (= x2 monthly spend): £</b>	

We accept, acknowledge and agree with your right to use a licensed credit reference agency and that a search may be recorded on file.

We accept, acknowledged and agree that all transactions are subject to the Terms and Conditions of sale supplied.

We warrant that the information given above is true and correct.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name Printed:**  
**(Must be a Director, Company Secretary or Proprietor)**

<b>GOLD Partnership</b>
<b>Registered in England No: 08284582 Registered office and address:</b> Cooper House, Unit 5, Lower Charlton Trading Estate, Shepton Mallet, BA4 5QE

**OFFICE USE ONLY**

Representatives Name:	Rep Code:
Credit Limit:	Settlement Discount %:
Account Number:	Trading Terms:
Approved By:	Date Opened:

Tel: 01934 410900  
Fax: 01934 643248  
Email: sales@goldpartnership.co.uk  
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## General

(a) All contracts entered into by Gold Partnership Limited ("the Company") comprise the Company's quotation and the acknowledgement of order and shall be subject to the following terms and conditions of sale.

(b) In the absence of any special arrangements (which shall not bind the Company unless made in writing and signed on behalf of the Company by a person duly authorised for that purpose) these conditions shall apply to all contracts made between the Company and its Purchasers and shall override any other terms or conditions proposed or stipulated by the Purchaser and any other terms and conditions which the Purchaser may make with any third party (insofar as they relate to the goods in any way whatsoever).

### 1. Orders

The Company reserves the right at any time to refuse to accept orders without giving reasons therefore.

### 2. Prices

All prices are subject to alteration without notice where at any time before delivery of the goods there is an increase in the cost of the Company's labour or overheads or its supplier's charges and goods will be invoiced at the prices ruling at the date of delivery.

### 3. Quotations

Quotations are valid for 30 days from the date of quotation and unless a written order is placed by the Purchaser and acknowledged by the Company within that period it will be deemed to have been withdrawn. Quotations shall not bind the Company until the Purchaser's order is accepted in writing by the Company. The prices quoted include only the goods and works specified therein and are always subject to adjustment and the price invoiced will be the price ruling at the date of delivery.

### 4. Delivery

(a) The delivery period quoted is an estimate only and will commence from the date specified by the Company in writing from time to time. Provided that the Company takes all reasonable steps to deliver the goods at the time stated the Company shall be under no liability for failure to do so. Unless otherwise stated carriage and packing and associated costs are charged extra and the Company reserves the right to deliver in more than one consignment. Time of delivery shall not be of the essence.

(b) Where the Purchaser fails to accept delivery of the goods they will be stored at the Purchaser's risk and expense. Default by the Purchaser for more than one month entitles the Company to suspend or terminate the contract so far as it remains unperformed and to recover damages for breach including damages for the cost of storage.

(c) The Customer shall keep the goods fully insured against all risks normally insured against for the period of time between the goods being delivered to the Customer and property in the goods passing to the Customer.

(d) In circumstances where the Company concludes the Contract of carriage and/or arranges for the insurance of the goods for transit the Company shall be deemed to be acting solely as Agent for the Customer.

### 5. Loss and Damage In Transit or on Delivery

(a) Unless otherwise stated the goods will be packed to the Company's normal specification in non returnable packaging. Risk in the goods shall be in accordance with the delivery and carriage terms but in the event that such terms shall not determine the moment at which the risk shall pass, it shall pass when the goods are delivered to the Purchaser or to such person or place as he may direct.

(b) Where the Company is requested by the Purchaser to leave the goods at a location specified by the Purchaser at which there is no-one to sign for those goods, risk in those goods passes to the Purchaser at the time of deposit of the goods at the specified location. The time of deposit in these circumstances shall be evidenced by the Company and the Purchaser shall not dispute any such confirmation of delivery by the Company. The Company shall be in no way liable to replace or repair any lost or damaged goods left at the specified location.

(c) Subject to Clause 6(b) above, the Company will refund the cost of, or at its discretion replace or repair free of charge, any of the goods delivered which are proven to the Company's satisfaction to have been lost or damaged in transit before delivery takes place, provided that within three days after the delivery of the goods in the case of partial loss or damage or within three days of receipt of Invoice or packing note in the case of total loss, the Purchaser notifies the Company and the carriers in writing of the amount of the damage or loss and of its nature and extent. The Company's sole liability in this respect shall be to replace or repair any lost or damaged goods.

### 6. Force Majeure

The Company shall not be under any liability whatsoever in respect of any delay or failure to deliver any of the goods due directly or indirectly to any cause of whatsoever nature, or howsoever arising, not within the reasonable control of the Company, including but not limited to act of God, war, invasion, rebellion, riot, commotion, disorder, malicious damage, fire, flood, tempest, epidemic, quarantine restriction, strikes or other Industrial disputes, lockouts, freight embargoes, unusually severe weather, shortage of raw materials or

energy supplies, transportation delays and the failure of sub-contractors or supplier's to perform ("a Force Majeure Event") and the delivery date shall be extended by a period equal to the duration of such delay. In the event of such extension of the delivery date exceeding the period of six months, the contract shall unless otherwise agreed in writing by the Company and Purchaser so far as it remains unperformed be deemed to be terminated but without prejudice to the rights of either party arising before the date of termination and without prejudice to the Company's right to be fully paid for all goods delivered to the Purchaser before the commencement of the Force Majeure Event.

### 7. Guarantee

(a) The Company will at its discretion (within 12 months of the date of delivery or any other period specified by a manufacturer's guarantee) refund the price of goods or repair or replace free of charge any goods which the Company determines in its absolute discretion to be defective owing to faulty design, materials or workmanship provided that the goods have not been modified other than by the Company and have been operated, repaired and maintained in accordance with the Company's, its supplier's and manufacturer's recommendations for use (if any) and provided that the Company's liability under this Clause shall in no circumstances extend beyond the corresponding liability owed by the supplier or manufacturer to the Company.

(b) Goods returned under this guarantee shall be delivered as directed by the Company at the Purchaser's expense.

(c) In the case of goods repaired or replaced by the Company, that guarantee period shall terminate at the end of the original guarantee period.

(d) The goods will be supplied to the manufacturer's standard specification and finish for the goods purchased at the time of purchase.

(e) The Company makes every effort to ensure the accuracy of technical data or literature relating to the goods, but as this will normally be generated by the manufacturers the Company does not warrant the accuracy thereof.

(f) Unless otherwise agreed in writing the Purchaser shall satisfy himself as to the suitability for the application intended by the Purchaser of any lighting design or other design work carried out by the Company. Where, however, services provided by the Company fail to achieve the objective specifications accepted by the Company as part of the order or contract, the Company shall take such steps as shall be reasonable to achieve such specification.

(g) Subject as expressly provided in these conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

(h) Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 and amended by the Consumer Transactions (Restrictions on Statements) (Amendment) Order 1978) the statutory rights of the Purchaser are not affected by these conditions.

### 9. Return of Goods

Save in respect of the right to return goods in accordance with Clause 8 above, goods cannot be returned for credit unless previously agreed in writing and if so agreed the goods must be consigned carriage paid and at the Purchaser's risk. Goods returned for credit must include a Company collection note stating the reason for the return and quoting the Company's invoice/advice note number under which the goods were despatched by the Company.

### 10. Cases and Packaging

Where the Purchaser is charged for packaging or cases in addition to the price of the goods, these will be charged at cost but may, if agreed between the parties at the outset of the contract, be credited in full if returned in good condition within ten days of delivery of the goods. If cases are returned by the Purchaser direct to the supplier credit will be allowed to the Purchaser after the Company has received credit from the supplier.

### 11. Repair

If goods are returned to the Company otherwise than in pursuance of the guarantee contained in Clause 8 and if the Company agrees to carry out such repairs, the only liability of the Company (except as regards death or personal injury caused by negligent repair) shall be to put the goods into a reasonable state of repair bearing in mind the age and condition of the goods.

### 12. Passing of Property and Risk

(a) Risk of loss or damage to the goods shall pass to the Purchaser upon delivery.

(b) Notwithstanding that the Purchaser or his Agents obtain possession of the goods all or any such goods will remain the property of the Company until the Company has received in cash or cleared funds all monies owed by the Purchaser to the Company whether under this Contract or any other Contract and the Company shall be entitled to all rights of access to the Purchaser's premises to recover and repossess the goods and/or to enforce its other rights hereunder.

(c) If the Purchaser does not pay on the due date or the Purchaser ceases to carry on its business, becomes insolvent, makes an arrangement or composition with its creditors, or a receiver is appointed over all or any of its assets or the Purchaser enters into liquidation (otherwise than for the purposes of restructuring), the Company may (without prejudice to any of its other rights) remove or otherwise deal with or dispose of the said goods in such manner as it may deem fit.

(d) Until payment in full is made the Purchaser is required to store separately the goods and to mark them as to indicate that they are the property of the Company.

(e) If the Purchaser shall before the property in the goods has passed to him use the goods in the manufacture or production of items or materials whether or not in association with any other goods or if the goods are mixed with other goods the property in the items materials or mixed goods so produced shall remain with the Company until the Purchaser has paid in full for all goods supplied by the Company under this Contract or any other contract. Title in the goods mixed with the goods supplied by the Company hereunder shall pass to the Company at the moment of manufacture or mixing and all the Company's rights hereunder shall extend to such items, materials or mixed goods. Until payment and property in the items, materials or mixed goods passes to the Purchaser the Purchaser shall store separately and mark the items materials or mixed goods to indicate that they are the property of the Company.

(f) The Purchaser may in the ordinary course of his business sell the goods notwithstanding that the property in the goods has not passed and in the event that the Purchaser sells the goods the Purchaser shall receive the sale proceeds on trust in a fiduciary capacity on behalf of the Company and shall pay the sale proceeds into a separate interest bearing account and shall not be entitled to use such monies until the Purchaser has paid in full for all goods supplied by the Company under this Contract or any other Contract. The Purchaser shall if requested by the Company assign free of charge the Buyer's rights to the unpaid proceeds of the goods.

(g) Each paragraph of this Clause shall be severable and in the event that any such paragraph(s) shall be held to be valid the remaining paragraphs of this Clause shall have full force and effect.

### 13. Payment

(a) Unless credit arrangements have been made, invoices will be payable in cash. Where credit has been arranged, notwithstanding that the Company retains ownership of the goods, liability for payment arises on delivery and all invoices shall be paid not later than the last day of the month following the month of delivery.

(b) Time for payment shall be of the essence.

(c) Where payment is not received in accordance with (a) above, the Company reserves the right to charge interest on the overdue sum (before as well as after any judgment) at the rate of 3% per annum above the Barclays Bank PLC base rate from time to time calculated on a day to day basis from the date of the invoice until payment and the Purchaser shall in addition reimburse the Company all reasonable costs and expenses (including legal costs) incurred in the collection of any overdue balance or account. Any amounts charged by the Company hereunder shall be paid by the Purchaser on demand.

(d) The Purchaser shall be liable to pay to the Company upon demand and keep the Company Indemnified against all costs, fees, disbursements and expenses and (including all legal expenses, costs, fees and disbursements) whatsoever arising from the collection of any overdue balance or account or any action or proceedings taken by the Company to enforce compliance with these terms and conditions.

### 14. Insolvency of Buyer

(a) This Clause applies if the Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an Individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Purchaser, or the Purchaser ceases, or threatens to cease, to carry on business, or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

(b) If this Clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to exercise a lien over goods and to stop goods in transit, cancel the contract or suspend any further deliveries under the contract without any liability to the Purchaser, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 15. Discount

(a) The Company may at its absolute discretion allow discounts for prompt settlement of accounts, and the Company reserves the right to vary or withdraw such discount or credit arrangements.

(b) Where the Company has allowed a discounted price this price will prevail (i) for 30 days from delivery where credit arrangements have not been made with the Company or (ii) until the expiration of the agreed credit period. At the end of such time periods, the Company reserves the right to charge the full price of the goods in addition to interest in accordance with Clause 13(b).

(c) Each paragraph of this Clause shall be severable and in the event that such a paragraph shall be held to be invalid the remaining paragraphs of this Clause shall have full force and effect.

### 16. Cancellation

(a) If the Purchaser shall make default in or commit any breach of the terms and conditions of any contracts with the Company or if any event specified in Clause 12(c) or Clause 14 shall occur the Company shall have the right without notice to the Purchaser to terminate all or any of its contracts and/or accounts then outstanding with the Purchaser.

(b) If the Company terminates the contract, the Purchaser must immediately pay to the Company all sums in relation to goods delivered to or ordered by the Purchaser under the contract or any other contract in place between the Company and the Purchaser regardless of whether credit terms have previously been agreed or whether the due date for payment has passed.

### 17. New Accounts

New purchasers desiring to have an approved monthly account with the Company must furnish references as requested. Until such account has been established and the Company has confirmed the same in writing to the Purchaser all goods will either be supplied on a cash basis or on the basis of payment before supply.

### 18. Limitation of Liability

(a) The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Purchaser in respect of (i) any breach of these Conditions including the guarantee; and (ii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

(b) Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company is negligence or fraudulent misrepresentation.

(c) Subject to 1B(b), (i) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract in relation to any goods shall be limited to the price of the goods; and (ii) the Company shall not be liable to the Purchaser for any indirect or consequential loss which without prejudice to the generality of the foregoing includes any loss of business, loss of profit, loss of revenue, loss of contract, loss of opportunity, loss of goodwill, loss of use or liability under other agreement, or indirect loss suffered or incurred by any Party and whether or not such Party knew, or ought to have known that such losses would be likely to be suffered as a result of any act or omission of either party or by breach of the Contract.

### 19. Value Added Tax

Value Added Tax will be charged at the appropriate rate and will be shown on the invoice.

### 20. Patent and Other Rights

The sale of the goods and the publication of any information or technical data relating thereto does not imply a warranty of freedom from patent registered design or other industrial property rights in respect of any particular application of the goods provided that nothing in this Clause shall prejudice the undertaking as to the title contained in S. 12 Sale of Goods Act 1979.

### 21. Health and Safety

All goods supplied by the Company should be installed, used, cleaned, maintained or alike in accordance with the relevant information or advice relating to such matters made available by the manufacturer, designer, importer, supplier or the Company.

### 22. Assignment

The Customer shall not assign this agreement or any right hereunder in whole or in part without prior written consent of the Company.

### 23. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

### 24. Waiver

(a) The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

(c) A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.

(d) The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided by this Agreement) are not exclusive of any rights or remedies provided by law or in equity.

### 25. Law

Any question relating to any quotation or any order or contract shall be determined in accordance with English Law.

We agree to abide by the Terms and Conditions of sale of GOLD Partnership Limited

SIGNED:

PRINT:

POSITION:

DATE: