



## General Information

Nature of Business (if applicable).....  
Intended use of account.....  
Builders Merchants already using.....  
If not permanently residing in the South West, address of local property/project here.....  
.....

## Non registered business - additional details required

Time at this address.....  
Trading from home Y / N Own your own premises Y / N Home owner Y / N (delete where appropriate)  
If not trading from home.....  
Please include home address.....

If you have any special instructions related to your account please inform us on a separate page or via e-mail.

## How information about you will be used

We will only use your personal information for the following purposes:

- to administer and manage our relationship with you, including to set up and maintain your trade account facility;
- to process orders from you for goods and services;
- to deal with any enquiries we receive from you;
- for the purposes of any corrective action (including a product recall) which may be required in respect of any of the products we supply to you;
- to comply with applicable laws, regulations and rules;
- to provide you with details of our product ranges, services and promotions, only if you agree;
- to notify you of changes to what we do;
- to make checks of credit reference agencies from time to time (for example, when you complete your trade application form, or if you want to amend your credit limit);
- for the purposes of recovery of a debt in case of non-payment.

For further information on how your information is used, how we maintain the security of your information, and rights to access information we hold on you, please contact:

kingsbridgesupport@palladiumbm.co.uk.

Please tear off the terms and conditions and send back the **account application form only** to the following:

### ACCOUNTS DEPARTMENT

Palladium (Kingsbridge) Ltd., Higher Union Road, Kingsbridge, Devon TQ7 1EQ  
Tel: 01548 855933 Fax: 01548 854286 Email: kingsbridge@palladiumbm.co.uk  
www.palladiumbm.co.uk

#### Office use only:

Account Name ..... Account No.....  
Credit Limit approved..... Authorised by.....  
Comments:.....

## **BUSINESS ACCOUNT TERMS & CONDITIONS**

### **Consumer Terms and Conditions are available upon request**

In these Terms "The Company", "We", "Us" shall mean Palladium Builders Merchants (Kingsbridge) Ltd, also trading as Palladium Building Supplies.

No variation of these Terms is permitted unless expressly accepted by a Director of the Company in writing.

The statutory rights of a Buyer dealing as a Consumer are not affected by these terms.

#### **1. QUOTATION/ PRICE**

- (a) Quotations are made without commitment, and no agreement binding on the Company shall come into force until the Company has accepted an order by written confirmation, or implicitly by despatch of the goods.
- (b) Quotations are open for acceptance for a period of two weeks. Prices quoted are those current at the time of quotation, and the Company reserves the right to invoice at the price ruling at the date of delivery.
- (c) Unless otherwise stated prices are exclusive of VAT which will be charged at the rate in force at the time of the sale.
- (d) Where delivery is quoted as ex-stock, this is subject to the goods remaining unsold at the time the purchase order is received.
- (e) A Quotation given by the Company is not an offer and the Company reserves the right to withdraw any Quotation without prior notice.
- (f) Quotations are based on prices applicable to quantities specified. In the event of orders being placed for lesser quantities the Company shall be entitled to adjust the price of goods as ordered to take into account the variation in quantity.

#### **2. ORDERS**

- (a) When ordering, give the quotation reference if any. Please indicate clearly the goods required including size and quantity, and if possible give our catalogue or page reference. We always try to understand customers' requirements but we can accept no responsibility for costs incurred through incorrect ordering.
- (b) No cancellation of the whole or part of the order by the Buyer is permitted except where expressly agreed by a Director of the Company in writing. In the event of such agreed cancellation the Buyer shall indemnify the Company fully against all expenses incurred up to the time of such cancellation in addition to such other remedies as the Company may have.
- (c) Credit may be allowed on such terms and conditions as the Company shall at its absolute discretion from time to time prescribe. The Company reserves the right to refuse to accept orders on credit at any time without giving a reason.

#### **3. DELIVERY**

- (a) The Company will use all reasonable endeavours to make delivery by the quoted or required date, but shall have no liability to the Buyer for any delay in delivery (unless time of delivery is expressly made essence of the contract in which event if delivery is late the Company will accept the return of the goods if unused and refund their purchase price paid but shall have no further liability).
- (b) Where the company agrees to deliver the Goods to the Buyer this shall be to the nearest point on a roadway suitable in the opinion of the driver for the vehicle used.
- (c) In the event of a driver being requested to enter onto private property, the property owner shall accept responsibility and agree that the Company will incur no liability in regard to any damage caused as a result.
- (d) The Company reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any increase in the cost of raw materials, freight, labour or services, war risk insurance rate, tax duty levy imposed on the Goods, currency fluctuations affecting the cost of imported materials, or any other change.
- (e) The Company does not undertake to deliver or collect any load over roads or ground which it considers unsuitable and accepts no responsibility for damage to roads, driveways or paved areas, save where such damage is occasional by proved negligence of a Company servant. All necessary labour and equipment required to unload materials promptly shall be supplied by the Buyer and the responsibility of the Company's drivers is limited to handling goods off the vehicle.
- (f) Delivery dates are estimates only and time of delivery is not of the essence of the contract.
- (g) For the avoidance of doubt and without derogation from any other provision of these Terms the Company shall not be liable for any damage whatsoever whether direct or consequential (including the avoidance of doubt any liability to any third party) resulting from any delay of the Goods within a reasonable time whether such delay or failure is caused by the Company's negligence or otherwise howsoever.
- (h) The costs of abortive delivery will be charged to the Buyer.

#### **4. CANCELLATION**

Orders may not be cancelled by the Customer except with our written agreement, and we reserve the right to make a charge in respect of cancellation. Orders for goods which are made or obtained to the Customer's special requirements may not be cancelled.

#### **5. PACKAGING**

Returnable packaging for example wooden pallets, crate and metal cages, which have been charged for will be credited when returned in good condition by the Buyer, carriage paid, to the source of the supply in the manufacturer's factory for direct goods or the Company for ex stock items.

#### **6. NOTIFICATION OF LOSS, DAMAGE, ETC. IN TRANSIT**

Any loss, damage, breakage or pilferage in transit or to goods despatched by carrier (road, rail or post) must be notified in writing to the carrier and also to Us within three days of delivery, and details of the claim similarly notified within seven days. Any such occurrence to Goods delivered on our own vehicles must be similarly notified to Us within the same periods. Any obvious damage to goods or crates should be noted on the delivery sheet at the time of delivery. If You do not give Us that notice within that time the Goods will be deemed to have been delivered in the quantities shown in the delivery documents. Our liability for short delivery is limited to making good the shortage.

#### **7. RETURNS**

- (a) No goods may be returned by a customer without the consent of the Company.
- (b) When returning goods for credit, the original invoice/delivery note number must be supplied together with the reason for return.
- (c) If items are returned for no good reason the Company reserves the right to make a re-stocking or handling charge to the customer.
- (d) No liability can be accepted for loss or damage to goods returned without the consent of the Company.
- (e) If there is any discrepancy between goods advised as returned and the actual goods received, the Company will only credit the goods actually received.

#### **8. ILLUSTRATIONS**

Illustrations, if supplied, are intended to fairly represent the articles, but cannot be taken as exact in detail, and shall not form part of any contract of sale.

#### **9. SUITABILITY**

The Company does not guarantee goods supplied as being suitable for any particular purpose or application, even if it has been made aware of the proposed use.

#### **10. LIABILITY**

In the event of a dispute arising from any sale of goods the liability of the Company shall be limited to the price of the goods. The Company will not accept any claim unless it is notified within six months of the date of the sale.

#### **11. PAYMENT**

- (a) Where credit facilities have been allowed, settlement is due by the end of the month following that in which delivery is made.
- (b) Should the agreed credit limit be reached before the normal settlement date, then monies will have to be paid before further supplies can be made.
- (c) In the event of a payment becoming overdue, then all monies will immediately be deemed overdue.
- (d) Late payments are liable to interest charged at 8% above Base rate per full or part month, and possible closure of account without reference to yourselves.
- (e) The Company understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under late payment legislation if it is not paid according to agreed credit terms.
- (f) The Company reserves the right at any time, at its discretion, to demand security for payment before continuing with, or delivering Goods in satisfaction of any order, notwithstanding any subsisting agreement to provide credit to the buyer.

#### **12. TITLE TO GOODS**

- (a) Property, legal or beneficial, in any goods supplied by the Seller shall pass to the Buyer only when the Seller has received full payment for all sums the owed by the Buyer to the Seller.
- (b) Goods in respect of which property has remained with the Seller shall be kept identifiable as those of the Seller, and the Buyer shall at its own expense immediately return such goods to the Seller, or permit the Seller to enter into the Buyer's premises to collect such goods should the Seller so request.
- (c) Risk shall pass to the Buyer with possession of the Goods.
- (d) The ownership of the Goods shall remain with the Company until the Buyer has paid all sums owed by the Buyer to the Company on whatsoever grounds.

#### **13. TERMINATION**

The Company shall be entitled to cancel or suspend all outstanding orders and contracts if the customer shall have failed to make any payment due to the Company in respect of any order or contract, have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.

#### **14. DATA PROTECTION**

If You are an individual or a group of individuals You agree that We may use the personal information provided to Us by You to:

- (a) Supply the Goods to You.
- (b) Process your payment for the Goods.
- (c) If you have agreed, to give You information about other products that We provide, but You may stop receiving this at any time by contacting Us.
- (d) Seek, hold and process any information obtained about You as a result of application You have made to Us for credit and/or in connection with this or any other contractor agreement You may have with Us.
- (e) Use this information for credit assessment purposes and to administer and operate the credit account granted to You and to monitor and analyse the conduct of that credit account and to assess you credit limit.

We will not disclose any information we hold about You except to licensed credit reference agencies, other suppliers and creditors to help us and others make credit decisions, to help prevent or detect fraud or other crimes and to trace debtors, on a confidential basis to our agents and subcontractors, to insurance companies for the purposes connected with insurance products that relate or might relate to your credit account, to any person to whom we propose to transfer our rights and/or responsibilities under this Contract and to the extent we are required or permitted to do so by law.

#### **15. GENERAL**

These conditions of sale shall apply to every agreement entered into by the Company for the sale of goods and shall accordingly over-ride any conditions attached to or printed on or referred to in any order form or other document emanating from the purchaser and delivered to the Company prior to, at the time of or after the conclusion of a bargain for the sale and purchase of any goods by the Company to the Customer.

#### **16. ERRORS AND OMISSIONS**

Typographical or clerical errors or omissions in any document are subject to revision without penalty or prejudice.

#### **17. APPLICABLE LAW**

Any contract for the sale of Goods by the Company shall be governed and construed in accordance with English Law.

#### **18. PRIVACY STATEMENT**

Our full Privacy Policy can be viewed or downloaded from our website [www.palladiumbm.co.uk](http://www.palladiumbm.co.uk).

Below is a list of key contacts and their direct telephone numbers:

Manager: .....01548 855931  
Sales Office:.....01548 855935  
Plumbing:.....01548 855934  
Main Shop:.....01548 855938  
Representative:.....07813 624994  
Transport:.....01548 855937  
Sales Ledger (Accounts):.....01548 855932  
Main Switch Board:.....01548 852792  
The Studio at Palladium:.....01548 855411

## **PALLADIUM BUILDING SUPPLIES**

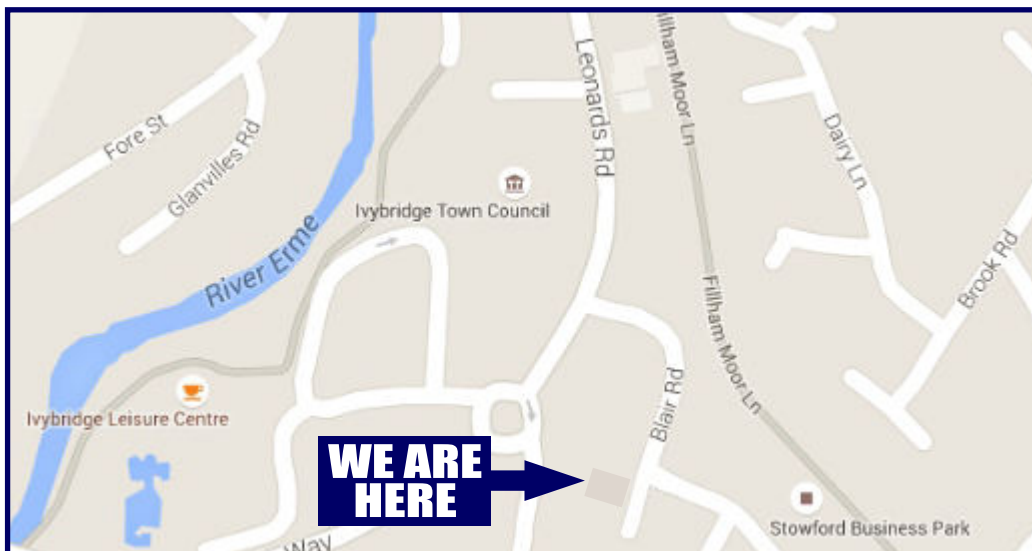
Higher Union Road  
Kingsbridge TQ7 1EQ  
Telephone: 01548 852792  
Fax: 01548 856600  
kingsbridge@palladiumbm.co.uk



Manager:.....01752 893300  
Shop:.....01752 896117  
Yard:.....01752 896475  
Representative:.....07813 624994  
Main Switch Board:.....01752 896140

## **PALLADIUM BUILDING SUPPLIES**

Blair Road  
Ivybridge PL21 0UR  
Telephone: 01752 896140  
Fax: 01752 892996  
ivybridge@palladiumbm.co.uk



**[www.palladiumbm.co.uk](http://www.palladiumbm.co.uk)**