

# CUSTOMER ACCOUNT FORM / SUPPLY CONTRACT

TRADING NAME: \_\_\_\_\_ Established: \_\_\_\_\_

SOLE PROPRIETOR / PARTNERSHIP / LIMITED COMPANY\* *delete as necessary*

COMPANY NAME: \_\_\_\_\_ Company No: \_\_\_\_\_

REGISTERED OFFICE: \_\_\_\_\_

\_\_\_\_\_ VAT No: \_\_\_\_\_

### Trading Addresses:

Delivery: \_\_\_\_\_

email: \_\_\_\_\_ Tel No: \_\_\_\_\_

Invoices & Statements: \_\_\_\_\_

email: \_\_\_\_\_ Tel No: \_\_\_\_\_

Practice contact name: \_\_\_\_\_ Accounts contact name: \_\_\_\_\_

Do you have other accounts with us? Yes / No\* *delete as necessary.*

If Yes – Account Number(s) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Note – a separate form is required for each account**

### Trade References:

Company Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Tel No: \_\_\_\_\_ Tel No: \_\_\_\_\_

email: \_\_\_\_\_ email: \_\_\_\_\_

### Bank Details:

Sort Code: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Account Number: \_\_\_\_\_

**Customer Type:** Remote/Uncut/Glazed\* *delete as necessary.*

**Anticipated Monthly Spend (incl VAT)** \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

POSITION: \_\_\_\_\_

**By signing this from you are agreeing to our terms and conditions of supply**

### ACCOUNTS USE ONLY

Salesperson \_\_\_\_\_

Trade References Obtained

Bank Reference Obtained

Credit Limit Set At:

Initials \_\_\_\_\_

Credit Safe Check  Score \_\_\_\_\_

Credit Safe Credit Limit

Companies House Check

Account Number \_\_\_\_\_

Date \_\_\_\_\_

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## **STANDARD CONTRACT / TERMS AND CONDITIONS OF SUPPLY BASIS OF SALE**

The placing of an order with us constitutes an offer to purchase in accordance with these Terms and Conditions of Supply. We reserve the right to amend our Terms & Conditions where necessary, or to comply with law. You will be notified of any changes as and when they are made.

The Buyer shall determine the suitability of the goods for their intended use and the Buyer shall not rely upon any representations made by or on behalf of the Seller.

### **PAYMENT**

All Accounts are set a Credit Limit, which must be kept within. Payment for all items supplied shall be made in full without deduction or set off. Payments are due as follows:

Monthly invoices: within 25 days from invoice date (25 days from month end)

Weekly invoices: within 5 days of the invoice date (Friday following the invoice date)

Proforma accounts: prior to work commencing

No payment shall be deemed to have been received until we are in receipt of cleared funds. Our preferred method of payment is by BACS, we do not accept payment by cheque, but do accept telephone payment by card.

If you fail to pay by the due date, without prejudice to any other right or remedy, we shall be entitled to:

Suspend without notice any further deliveries until payments are brought up to date, and / or Require payment in advance of delivery.

We reserve the right to charge interest on late payments at the rate of 8% per annum above the bank base rate applicable at the time and claim compensation for debt-recovery costs. Additionally, under the 1998 Late Payments Act we reserve the right to charge administration fees and claim compensation for unpaid invoices at the rate of £40 each for all invoices below £1000 each and £70 each for all invoices over £1,000.

### **PRICE**

All goods will be invoiced at the rate prevailing at the date of supply, with additional charges for postage and packaging unless otherwise agreed.

No charges will be applied to payments made by UK credit or debit cards.

### **DELIVERY AND RISK**

Every effort is made to meet delivery dates, but a fixed date shall not be a condition of the supply of the goods. Late delivery shall not be a ground for cancellation or refusal to take delivery of the goods and the Seller shall not be liable for any loss, including consequential loss or damages resulting from such delays. All goods are at the risk of the Buyer from the time of Dispatch. Reglazing of a customer's patient's own frame is at the risk of the customer.

### **RETURNS**

Claims will not be accepted unless we are notified within 14 days of delivery date.

Returns will only be considered when returned with the relevant delivery note and original order.

If the goods prove on inspection to be defective in material or workmanship, the Seller undertakes at its option to replace the same or refund to the buyer the price of the goods and in no circumstances will liability exceed the cost of replacement or the price paid by the Buyer for the goods.

### **TITLE TO MERCHANDISE**

The title to the goods shall not pass to the Buyer until all sums due or owing by the Buyer to the Seller on any of their accounts whatsoever have been paid in full.

### **ALTERATIONS AND CANCELLATIONS**

Alterations and cancellations of prescription orders cannot be accepted once orders have commenced processing. In the case of cancellation after production has commenced, we reserve the right to charge and ship as normal.

### **TERMS OF SUPPLY**

Transfers of undertakings must be advised in writing and the Buyer shall not assign or otherwise transfer the Contract or any rights or obligations under it without the prior written consent of the Seller. Any such consent shall not excuse the Buyer from any liability to pay any monies outstanding or performance of any obligations on its part to be performed. The Contract for the supply of goods shall be governed and in accordance with the laws of England and the buyer agrees to submit to the jurisdiction of the courts of England.