



CREDIT ACCOUNT APPLICATION FORM

Please complete ALL applicable sections and return to your local branch. Fields marked with * are mandatory.

PART 1 - All Applicants

*Business/Organisation Type (please tick one): Sole Trader Limited Company/LLP School/Local Authority Charity

*Trading Name:

*Trading Address:

.....

*Postcode:

Office Phone Number: *Mobile:

*Email Address:

Website:

Years in Business: VAT Number (if registered):

Nature of Business:

PART 2 - Companies Only

*Company Name:

Parent Company (if subsidiary):

*Registered Office Address:

.....

*Company Registration Number: *Year of Incorporation:

PART 3 - Personal Information

*Full Name:

*Home Address:

.....

*Phone Number: *Date of Birth: Sole Traders must provide photo ID on application

Second Partner Details (if applicable)

Full Name:

Home Address:

.....

Phone Number: Date of Birth:



PART 4 - All Applicants

Email address for receiving invoices and statements (if different from email address above)

*Email Address:

Invoices and statements are sent out by email. Please indicate here if you cannot receive email and require paper copies.

Contact Details (if different from previous section)

Buying

*Name:

*Mobile Number: Office Phone Number:

*Email Address:

*The buying contact will be given online access to place orders, Accounts YES NO
do they also need online access to account information?

Accounts

*Name:

*Office Phone Number:

*Email Address:

*The accounts contact will be given online access to account Orders YES NO
information, do they also need online access to place orders?

*Have you previously had an account with SPS or any other IBMG business? YES NO
(This includes Parker Building Supplies, Chandlers Building Supplies, Stamco - please see latest list on www.independentbm.com)

Name of previous account:

*Are order numbers essential? YES NO

*Account limit required: £.....

*Please provide details on why this credit limit has been requested:

*Have any of the principals (directors/partners/trustees or proprietor) been involved in a Liquidation/ Bankruptcy/IVA/CVA/Receivership or had any CCJ's registered against them? YES NO

If yes, please give brief details:

Business References (for example, other builders merchants)

Reference 1

Name:

Address:

Phone Number:

Email Address:

Account Number: Credit Limit: £.....

Reference 2

Name:

Address:

Phone Number:

Email Address:

Account Number: Credit Limit: £.....

Marketing Preferences

We would love to send you promotional emails about our special offers, new products & trade events.

Would you like to receive promotional emails from us? YES NO

We would also like to make you aware of these special offers and promotional events by SMS.

Would you like to hear from us by SMS? YES NO

*I/we wish to apply for a credit account based at the following branch (please tick one):

BEXHILL

Unit 3a, Beeching Road, Bexhill-on-Sea, TN39 3LG

EASTBOURNE

Units 2 & 3, Hammonds Drive, Eastbourne, BN23 6PW

HAILSHAM

Unit 4, Apex Enterprise Park, Apex Way, Hailsham, BN27 3WA

HASTINGS

Hayland Ind. Park, Maunsell Road, Castleham Ind. Estate, St Leonards, TN38 9NN

LEWES

Southdowns Business Park, Brooks Road, Lewes, BN7 2FB

POLEGATE

Chaucer Business Park, Dittons Road, Polegate, BN26 6JF

RYE

Unit G20, Atlas Business Park, Harbour Road, Rye, TN31 7TE

UCKFIELD

Unit 4, Yeowart Business Centre, Bell Lane, Uckfield, TN22 1QL

WORTHING

Downsbrook Trading Estate, Southdownview Way, Worthing, BN14 8NQ

Credit References & Your Privacy

As part of your application we use credit reference agencies and other selected businesses to assist us. You can see our Privacy Policy on our website: www.sussexplumbingsupplies.co.uk/privacy-policy

Customer Declaration

In applying for account facilities with Sussex Plumbing Supplies Limited, I declare that the information given above is accurate. I have read the Terms and Conditions and acknowledge the right to termination without notice upon breach of any Terms and Conditions and all amounts outstanding will become due for immediate payment.

Sussex Plumbing Supplies Limited is part of Independent Builders Merchant Group (IBMG).

Each signatory must be an authorised representative of the applicant entity. Applicants must acknowledge and accept IBMG's terms and conditions of sale. Each signatory further agrees, in consideration of IBMG granting a trade credit facility to the applicant entity, jointly and severally, to personally guarantee performance of all the applicant's entity's financial obligations to IBMG. This includes any financial obligations arising from any increase in credit limit granted by IBMG at any time.

Please read the Terms & Conditions on the next pages.

I agree to the Terms & Conditions **PLEASE NOTE, YOU MUST AGREE TO OUR TERMS & CONDITIONS TO PROGRESS YOUR APPLICATION**

Signed: (by director/sole trader/partner)

Print Name:

Date:

Position:

Thank you for completing your application.

Please return this completed form to your local branch. We will be in touch within 3 working days.

TERMS AND CONDITIONS OF SALE

1 WHAT THESE TERMS COVER

1.1 These are the terms and conditions on which we supply products to you.
1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Sussex Plumbing Supplies Limited a company registered in England and Wales. Our company registration number is 04023736 and our registered office is Units J1 - J4, Chaucer Industrial Estate, Dittons Road, Polegate, East Sussex BN26 6JF.

2.2 How to contact us. You can find your local branch at www.sussexplumbingsupplies.co.uk, or write to us at Sussex Plumbing Supplies, Units J1 - J4, Chaucer Industrial Estate, Dittons Road, Polegate, East Sussex BN26 6JF.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or your credit application form and by entering into this contract and / or completing the credit application form you confirm that you agree to us contacting you by the contact information provided.

2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3 OUR CONTRACT WITH YOU

3.1 What we sell. We sell those products that are listed for sale on our website (www.sussexplumbingsupplies.co.uk) or are noted for sale at our premises. Reference to "product" or "products" in these terms is a reference to such products, unless stated otherwise.

3.2 How we will accept your order. Our acceptance of your order will take place when we email, call, or write to you to accept it, or if purchasing goods in branch, when we tell you that we are able to provide you with the product, at which point a contract will come into existence between you and us. Completion or acceptance of any credit application form, account form or similar will not be an acceptance of any order placed by you. Please note that when we quote a price to you, this is not an offer and the quote can be withdrawn or changed and that in any event the quoted price will be valid for no more than 30 days from the date we tell you about it.

3.3 If we cannot accept your order. If we are unable to accept your order, for orders made online, we will inform you of this in writing and will not charge you for the product. For orders made in branch, or by telephone, we will inform you of this at the time of purchase and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the goods, because we are unable to meet a delivery deadline you have specified, because your credit account is on hold, or because of any other business reason that we notify you of.

3.4 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.5 We only sell to the UK. Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4 OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products on our website and/or in our brochure are for illustrative purposes only to provide general context in relation to the product. Although we have made every effort to display the colours accurately, we cannot guarantee that a product's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images. Product packaging may vary. The packaging of the product may vary from that shown in images on our website and/or in our brochure.

4.2 Each product is sold on the basis that it is to be used for its intended purpose. To the extent permissible by law, we give no warranty or representation or promises in relation to any use of any product outside of its intended purpose, unless explicitly confirmed by the relevant branch manager.

4.3 You acknowledge that we sell the products and do not offer, and are not liable for, any third party services provided in relation to the products.

5 YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If we agree that it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5.2 You promise that any changes to a product noted in clause 5.1 that are carried out at your request do not infringe any intellectual property rights (such as copyright, patents, design rights or trademarks) of any third party. If the changes you are proposing are taken from a third party (including images taken from the search results of internet search engines) then your proposed changes might infringe the intellectual property rights of a third party.

5.3 If your proposed changes to a product do infringe the intellectual property rights of a third party (as set out in clause 5.2) then you shall indemnify us against all claims, expenses, losses, damages and fees incurred by us arising from a claim for intellectual property infringement of your proposed change(s) to a product that is carried out by us at your request, and you shall hold us harmless for in relation to this.

6 OUR RIGHTS TO MAKE CHANGES

Minor changes to the products. We may change the product:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and
6.1.2 to implement minor technical adjustments and improvements, for example improving timber durability or to meet current Building Regulations. These changes will not affect your use of the product

6.2 More significant changes to the products and these terms. In addition, as we inform you in branch, over the telephone or on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and if you are a consumer you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

- 6.2.1 changes to the price of the products;
- 6.2.2 changes to the payment terms; and
- 6.2.3 changes to the date the products will be delivered

7 PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as told to you in branch, over the telephone, as set out in our brochure, or displayed to you on our website.

7.2 If you are a business customer and it is agreed that you will return any pallets or containers used to deliver the products, you will be liable for the cost of any pallets or containers, which are damaged, destroyed or lost while in your possession, or not returned at all.

7.3 When we will provide the products. During the order process we will let you know when we will provide the products to you. This will be within the timeframes prescribed by law or as agreed between us. If you are a business customer:

7.3.1 time will not be of the essence for delivery; and
7.3.2 we may deliver the products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

7.4 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.5 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours set out on our website (www.sussexplumbingsupplies.co.uk) in respect of the relevant branches

7.6 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.7 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.

7.8 Your legal rights if we deliver late. If you are a consumer, you have statutory legal rights if we deliver any products late. If you are a business customer, time shall not be of the essence for delivery times or dates and we shall have no liability therein.

7.9 When you become responsible for the goods. A product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.10 When you own goods. You own a product which is goods once we have received payment in full.

7.11 Obligations following delivery when you are a business customer. Where you are a business customer, until title to the goods has passed you must:

7.11.2 not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

7.11.3 maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.11.4 give us such information relating to the goods as we may require from time to time.

7.12 Where you are a business customer, until title to the goods has passed, we may recover goods in which title has not passed to you. You irrevocably licence us, our officers, employees and agents, to enter any of your premises (including with vehicles), in order to satisfy ourselves that you are complying with the obligations in clause 7.11, and to recover any goods in which property has not passed to you.

7.13 If you become responsible for the goods before you own the goods then you must take all reasonable steps to keep the goods in a satisfactory condition, including following any instructions given by us to the extent the instructions are reasonable.

7.14 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, name, address, or telephone number. If so, this will have been told to you over the telephone, in branch, or stated in the description of the products in our brochure or on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it

7.15 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.15.1 deal with technical problems or make minor technical changes;

7.15.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.15.3 make changes to the product as requested by you or notified by us to you (see clause 6)

7.16 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.17 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 15.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 15.8). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 15.7)

8 YOUR RIGHTS TO END THE CONTRACT IF YOU ARE A CUSTOMER

8.1 You may end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract:

8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 13 if you are a consumer and clause 14 if you are a business;

8.1.2 If you want to end the contract because of something we have done or have told you we are going to do as set out in clause 8.2;

8.1.3 For goods bought on-line, or by telephone, if you are a consumer and have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods

8.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.5;

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;

8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online, over the telephone, by mail order or by exchange of emails, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms. A model cancellation form to let us know you have changed your mind is appended to these terms at Schedule 1.

When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

8.3.1 orders for special goods to your specifications or outside of our standard stock range;

8.3.2 any products which become mixed inseparably with other items after their delivery (such as cements or aggregates);

8.4 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered. For goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.5 Ending the contract where we are not at fault and there is no right to change your mind. If we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you shall not be entitled to terminate the contract except where:

8.5.1 both us and you agree to terminate the contract; or

8.5.2 we otherwise commit a material breach of our obligations under this contract and either do not remedy any breach within thirty (30) days of receiving notice of any breach, or such material breach is irremediable.

9 YOUR RIGHT TO END THE CONTRACT IF YOU ARE A BUSINESS CUSTOMER

9.1 If you are a business customer, in addition to any rights you may have to terminate at law, you shall have the right to terminate the contract if we commit a material breach of our obligations under this contract and either do not remedy any breach within thirty (30) days of receiving notice of any breach, or such material breach is irremediable.

9.2 Returning products where you are a business. To extent permissible by law, when you have purchased any product as a business customer you shall only have the right to request a refund for products that: (i) are our standard products as stocked and have not been altered or modified prior to delivery at your request; (ii) are non-perishable; and (iii) have been returned at your cost to us unused and without any damage (together, the "Returnable Goods"). Whether any Good is a Returnable Good shall be at our sole discretion. If we determine that the Good(s) for which you have requested a refund is a Returnable Good then we may, at our sole discretion and via a relevant branch manager or a director, determine whether to accept your request for a refund for the relevant Returnable Good(s) (the "Refund Acceptance"). If we do determine a Refund Acceptance in respect of any Returnable Good(s) then this shall be subject to, and you hereby agree to, payment to us by you of a restocking fee of an amount equal to 25% of the price of the relevant Returnable Good(s) as noted on the relevant invoice and you must return the relevant Returnable Good no later than fourteen (14) days of our determination. For the avoidance of doubt, we shall in no circumstances be obliged to provide a refund for any Good that is not a Returnable Good.

10 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

10.1.1 Phone or email. Call the relevant branch or email us at enquiries@sussexplumbingsupplies.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.1.2 By post. If you are a consumer print off the form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

10.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to the branch where they were purchased or (if they are not suitable for posting) allow us to collect them from you. Please contact customer services on the relevant branch as stated on our website for a return label or to arrange collection. If you are a consumer exercising your right to change your mind, you must send off the goods within 14 days of telling us you wish to end the contract.

10.3 When we will pay the costs of return. We will pay the costs of return if you are a customer and:

10.3.1 if the products are faulty or misdescribed; or

TERMS AND CONDITIONS OF SALE (CONTINUED)

10.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

10.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

10.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

10.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

10.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

10.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

10.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind, then:

10.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 10.2.

10.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11 OUR RIGHTS TO END THE CONTRACT

11.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

11.1.1 you do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due

11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your name, address, telephone number or payment details;

11.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

11.1.4 you otherwise breach your obligations under this contract and either do not remedy any breach within thirty (30) days of receiving notice of any breach, or such material breach is not capable of being remedied.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11.4 Further rights we have to terminate if you are a business customer. If you are a business customer, in addition and without prejudice to the provisions of clause 11.1, we shall have the right to terminate this contract with immediate effect upon giving written notice to you if:

11.4.1 you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.4.2 you suspend, or threatens to suspend, or cease or threaten to cease to carry on all or a substantial part of your business;

11.4.3 your financial position deteriorates to such an extent that in our opinion your capability to fulfil your obligations adequately under the contract has been placed in jeopardy; or

11.4.4 without limiting our other rights or remedies, we shall have the right to terminate the contract with immediate effect by giving written notice to you if you fail to pay any amount due under this contract on the due date for payment and remain in default not less than fourteen (14) days after being notified in writing to make such payment.

12 IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone or write to the relevant branch as noted on our website (www.sussexplumbingsupplies.co.uk/contact-us). Alternatively, please speak to one of our staff in-branch.

13 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

13.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights: This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. If your product is goods, for example bricks or fencing, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

13.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact customer services on the relevant branch as noted on our website (www.sussexplumbingsupplies.co.uk/contact-us).

14 YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS CUSTOMER

14.1 If you are a business customer we warrant that on delivery for a period of 12 months any products which are goods shall:

14.1.1 conform in all material respects with their description and any relevant specification

14.1.2 be free from material defects in design, material and workmanship; and

14.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

14.2 Subject to clause 14.3, if:

14.2.1 you give us notice in writing immediately upon discovery of a fault;

14.2.2 we are given a reasonable opportunity of examining such product; and

14.2.3 you return such product to us at your cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

14.3 We will not be liable for a product's failure to:

14.3.1 you make any further use of such product after giving a notice in accordance with clause 14.2.1;

14.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

14.3.3 the defect arises as a result of us following any drawing, design or specification supplied by the Customer;

14.3.4 you alter or repair the product without our written consent; or

14.3.5 the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions.

14.4 Except as provided in this clause 14, we shall have no liability to you in respect of a faulty product.

14.5 These terms shall apply to any repaired or replacement products supplied by us under clause

14.2.

15 PRICE AND PAYMENT

15.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price as told to you over the telephone or in-branch or set out in our quotation or brochure or on our website. You will have to pay for the price of the product as well as any applicable VAT. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.

15.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

15.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount.

If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

15.4 When you must pay and how you must pay. We accept payment with most major credit and debit cards as well as cash. Cheques are only accepted to pay credit account balances. When you must pay depends on what product you are buying and if you have a credit account with us. You must pay for the products before we dispatch them if you do not have a credit account. If you are a business customer we may charge a surcharge for processing any payments received from you. If you are a consumer then any surcharge or similar we charge will be in accordance with the relevant laws and regulations. Any surcharges will be at the rate stated before payment is made and be subject to any rules or laws.

15.5 Your right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). This does not apply if you are a consumer customer.

15.6 Our right to set off. If we owe you any amount under these terms then we may set that amount off against any amounts you owe to us under these terms.

15.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount either at the rate of 4% a year above the base lending rate of National Westminster Bank plc from time to time if you are a consumer, or at the rate of 6% a year above the base lending rate of National Westminster Bank plc from time to time if you are a business customer. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.8 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly at the relevant branch to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15.9 Monies on account. Prior to accepting any order for products from you, we might ask you for monies on account. If we do, our acceptance of any order from you will be subject to you having paid all monies on account. If so, once the relevant product(s) have been dispatched we will deduct the value of the relevant product(s) from the monies on account that you provided. If the value of the relevant products is in excess of the monies on account you shall be and remain liable for the difference on payment terms as noted by us in the relevant invoice. Provided there are no outstanding monies owed by you to us and you there are no outstanding product orders then you may request that we return the balance of your monies on account to you. If so, we shall endeavour to return the balance of your monies on account within thirty (30) days of receiving a request from you. The balance of your monies on account shall be at our sole judgment.

16 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are, as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

16.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

16.4 We are not liable for business losses. If you are a consumer we only supply the products for you for domestic and private use. If you use the products for any commercial, business or nothing in these terms shall limit or exclude our liability for: e-sale purpose our liability to you will be limited as set out in clause 17.

17 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

17.1 Nothing in these terms shall limit or exclude our liability for:

17.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

17.1.2 fraud or fraudulent misrepresentation;

17.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

17.1.4 defective products under the Consumer Protection Act 1987; or

17.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability

17.2 Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

17.3 Subject to clause 17.1;

17.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of use, loss of enjoyment, loss of business opportunity or any indirect or consequential loss arising under or in connection with any contract between us; and

17.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £10,000 and (twenty five) percent (25%) of the total sums paid by you for the relevant order.

18 HOW WE MAY USE YOUR PERSONAL INFORMATION

18.1 How we will use your personal information. We will use the personal information you provide to us:

18.1.1 to supply the products to you

18.1.2 to process your payment for the products; and

18.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

18.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

18.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

18.4 For information on how we may use your personal information please refer to our Privacy Policy which can be found on our website here: www.sussexplumbingsupplies.co.uk/privacy-policy

19 OTHER IMPORTANT TERMS

19.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are a consumer and are unhappy with the transfer, you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

19.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing, but we must not be unreasonable when deciding whether to agree to such transfer. However, if you are a consumer you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by prior documentary evidence of such transfer.

19.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 19.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

19.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

19.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

19.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.