

D.W Nye Ltd
Dorking Road
Kingsfold, Horsham
West Sussex, RH12 3SD

T: 01306 628114
F: 01306 627766
E: enquiries@dwnye.co.uk
W: dwnye.co.uk



APPLICATION FOR CREDIT ACCOUNT

- Please complete all sections of this form
- Limited companies must complete additional section overleaf
- Please attach a sample of business letterhead
- Send completed application to creditcontrol@dwnye.co.uk or post to the above address

Company Name _____

Correspondence Address _____

Post Code _____

VAT No. _____

Buying Contact _____ Tel. _____

E-mail _____

Accounts Contact _____ Tel. _____

E-mail _____

Invoices & statements will be e-mailed. If you require hard copies instead, please tick here

Credit Limit required: _____

Name & Address of Bank _____

Post Code _____

Sort Code _____ Account No. _____

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Name & Address of Trade Referees (Sorry, we cannot accept other builders merchants)

1. _____
_____ Tel. _____

E-mail _____

2. _____
_____ Tel. _____

E-mail _____

LIMITED COMPANIES ONLY TO COMPLETE :

Registered Office Address _____

Registered Company No. _____ Post Code _____

If a subsidiary company, please provide details of parent company:

Name & Address of Directors

1. _____
_____ Tel. _____

2. _____
_____ Tel. _____

3. _____
_____ Tel. _____

Please continue on a separate sheet if required

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ALL APPLICANTS TO COMPLETE :

In consideration of D.W. Nye Ltd allowing credit of 30 days from the end of the month of invoice, it is agreed that D.W. Nye Ltd has title in all products supplied or serviced until paid for in full and that the undersigned personally guarantees payment should the above business default including interest and any costs incurred in collection.

I, the undersigned, have read the above paragraph and fully understand its content and further agree to abide by the Conditions of Sale of D. W. Nye Ltd.

Signed _____ Date _____

Name _____ Position * _____

Company _____

- * MUST be signed by Company Owner or Director
Please include copy of photo ID (e.g. Passport or Driving Licence)

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CONDITIONS OF SALE

1. Definition

"The Company" shall mean D.W. Nye Ltd and "The Purchaser" shall mean the other party in any quotation offer and contract with the Company.

1. Application

No addition to, variation of, or exclusion of these conditions or any of them (whether contained in any official order form of the Purchaser or otherwise) shall be binding on the Company unless such addition, variation or exclusion has been expressly and specifically accepted in writing by the Company.

2. Prices and Quotations

Printed prices and/or Quotations are subject to alteration or withdrawal without notice. Prices charged are those ruling at date of despatch. Prices displayed online are subject to amendment or withdrawal at short notice.

3. Value Added Tax

All prices quoted are exclusive of Value Added Tax which will be charged at the rate applicable at date of despatch.

4. Literature

All catalogues, brochures, specifications or other technical characteristics, data or descriptive matter including any sales promotional material issued by the Company are intended to give a general description of the goods offered and shall not form party to any contract unless it shall be expressly agreed otherwise in writing.

5. Illustrations

Illustrations and product images are given for the guidance of the Purchaser only. Details may vary. The Company does not undertake to supply as illustrated.

6. Suitability

Whilst the Company makes every effort to ensure that the goods supplied are of merchantable quality it gives no warrant either express or implied as to their suitability for any special conditions or particular purpose of which the Purchaser must be the sole judge.

7. Special Goods

Orders for special goods to Purchasers specifications or outside the Company's standard stock range once placed may not be cancelled without Company specific agreement in writing. Cancellation will only be accepted subject to payment of all expenses incurred by the Company and such additional charge not exceeding the cost of the order as placed as may be made by the Company to cover loss or profit or by way of penalty. The Purchaser will hold the Company indemnified absolutely against all claims expenses and charges in respect of any infringement or alleged infringement of a third party's patent, registered design, Trade Mark or other right in respect of goods made to the Purchaser's specification and against any claim for loss, injury or damage howsoever caused which may be sustained by any third party after delivery of the goods.

8. Direct Orders and Site Deliveries

The Company will despatch goods direct to a third party or site at the Purchasers request. Goods sent to a third party or to a site are despatched at the Purchasers risk. Carriage will be applied in accordance with clause 12.

9. Special Routing

Goods will be sent by any special route or carrier, by post or any other means at the Purchaser's request. All goods so despatched are sent at the Purchaser's risk and any carriage expenses incurred will be charged.

10. Carriage

Goods delivered by the Company's own vehicles are delivered free of charge unless below the Company's scale of carriage charges in force at the time, copies of which are available on request.

11. Delivery

Any delivery dates or periods quoted by the Company are estimated only, given in good faith and the Company shall not be liable for any loss or damages whether direct or consequential resulting from any failure to meet such delivery dates or periods. All goods shall be delivered to the Purchaser's premises in the United Kingdom and risk in the goods shall be passed in such delivery. Goods offered from stock are offered subject to their still being available when the Purchaser's order is received.

1. Where delivery is made by the Company's vehicle, or the Company designated carrier. When the goods are unloaded at the location specified by the Purchaser, or
2. Where goods are collected at the time of collection by the Purchaser or his agent from the Company's premises

12. Risk

The risk in the goods shall pass to the Purchaser on delivery

13. Retention of Title

Until full payment had been received by the Company for all goods whatsoever supplied at any time by the Company to the Purchaser.

1. Property in the goods shall remain in the Company.
2. Should the goods or any of them be converted into a new product whether or not such conversion involved the admixture of any other good or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the legal and beneficial ownership of the new products.

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3. Subject to (d) and (e) below the Purchaser shall be at liberty to sell the goods and the new products referred to in (b) above in the ordinary course of business on the basis that the proceeds of sale will remain the property of the Company and the Company shall have the full legal and benefit ownership of the goods and such new products and the proceeds of sale be the property of the Company to whom the Purchaser shall account in default until the Company is paid in full.
4. The Company may at any time revoke the Purchaser's power of sale by notice to the Purchaser if in default for longer than seven days in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied at any time by the Company to the Purchaser or for any reason whatsoever) or if the Company has bona fide doubts as to the solvency of the Purchaser.
5. The Purchaser's power of sale shall automatically cease if a receiver is appointed over the assets or the undertaking of the Purchaser or a Winding Up Order is made against the Purchaser or the Purchaser goes into voluntary liquidation (otherwise than against the Purpose of reconstruction or amalgamation) or calls a meeting for making arrangements or composition with creditors or commits any act of bankruptcy.
6. Upon determination of the Purchaser's power of sale of (d) or (e) above the Purchaser shall place the goods and the new products at the disposal of the Company who shall be entitled to enter upon any premises of the Purchaser for the purpose of removing the goods and the new products and to remove such goods and new products from the premises (including severance from realty where necessary).

15. Non-Delivery and Damage in Transit

1. All goods should be signed for "unexamined" except under sub clause (c) below.
2. Non-delivery must be notified to the Company in writing within seven days of date of despatch.
3. Consignments delivered obviously damaged or partial delivery must be signed for as such and both the Company and the carriers notified immediately in writing (where consignments are despatched in more than one package the labels are marked with the number of packages in the consignment).
4. Every notification under this clause to be made by First Class Post.
5. The Company accepts no responsibility for any loss or damage under this clause unless the above conditions are fulfilled completely.

16. Payment

Payment shall be made within the calendar month following that in which the goods were despatched and is strictly nett. Overdue accounts will carry interest at the rate of 8% per month above the current interest rate set out by Natwest Bank or any part thereof. Any default in payment shall entitle the Company to suspend, withhold or cancel delivery without prejudice to any subsequent claim, which the Company may have for non-fulfilment.

17. Returns

No goods may be returned without prior written consent of the Company. In accordance with the Consumer Contracts Regulations (2014), orders placed online or by phone may be cancelled up to 14 days after date of delivery or collection. Goods returned must be unused and in suitable condition for resale, clearly identified, adequately packed and delivered to the Company's premises or carrier, otherwise the Company reserves the right to make a 20% restocking charge.

18. Faulty Goods

1. All claims in respect of faulty goods must be submitted by the Purchaser in writing immediately upon the fault being discovered, giving full details of the fault and conditions under which the faulty article was operating. The Company reserves the right to inspect any faulty goods on site should the Company so require otherwise all faulty goods must be returned to the Company's premises carriage paid clearly identified and give the date of supply. All claims are subject to the Purchaser proving that the Company supplied the faulty goods within the preceding 12 months. The Company gives no warranty either express or implied in respect of goods supplied by it, but it does undertake to repair, refund the cost of or replace free of charge at its absolute discretion any good proved to be faulty.
2. Any admission of liability is invalid unless given specifically in writing and signed by a Director of the Company.
3. The Company's liability under this clause shall be in lieu of all warranties or conditions and liabilities whatsoever implied by law, statute or otherwise as to the goods and save as provided in this clause neither the Company nor its servants and agents shall be under any liability whether in contract, or otherwise howsoever, in respect of the goods or any injury, damage or loss whatsoever and howsoever resulting therefrom or from any work done in connection therewith.

19. New Accounts

Consideration will be given to the granting of credit account facilities on receipt of the following information.

1. Trading title and full details including business activities.
2. The name and address of the bankers to whom reference may be made.
3. Two approved trade references.

20. Legal

Jurisdiction Any contract subsisting between the Company and the Purchaser shall be construed in all respects in accordance with the Laws of England and unless otherwise arranged is subject to jurisdiction of the English Courts.

21. Clerical Errors

Any omission or error is subject to correction without notice.

22. Enforcement

Failure by the Company to enforce any particular clause of these conditions of sale shall not be taken as a waiver of any other clause.