



Please complete all sections in full. Incomplete or illegible details will delay your application

Please allow 7 days for an account to be opened for trading

1. Full name of customer and trading name if not that of the Customer.

2. Full trading address **for invoices**.

_____ Postcode _____

3. Telephone No _____

4. Fax No _____

5. Mobile No _____

6. Buyers email _____

7. Purchase Ledger. Name _____

8. Accounts email for Invoices & Statements: _____

9. Company Registration No., If applicable: _____

10 How long have you been in business? _____

11. List below the full names and dates of birth of all Directors if a limited company. If NOT a limited company please give full names AND home address AND dates of birth of Proprietor / Partners.

12. What is your estimated **annual** spend on **Bricks & Clay Paving**

£ _____

13. Credit limit requested:

£ _____

14. Your Brickhunter Sales Contact (If known):

15. Name of any parent/holding company:

16. Description of normal business activity:

17. Please give the **full names and addresses** of your bank and of two trade references

Bank _____

Post Code _____ Tel. _____

Account No. _____ Sort Code _____

Trade 1 _____

Post Code _____ Tel. _____

Trade 2 _____

Post Code _____ Tel. _____

18. To avoid queries or fraud, we always require that customers provide an order number for materials required.

19. We may conduct periodic credit checks against you and your directors and partners and we will record information relating to your trade performance and such information may be made available to third parties for credit assessment purposes and marketing.

This application must be accompanied by your standard letterhead and ORIGINAL UTILITY BILL

I have read and agree to abide by your standard conditions of business. I am authorised to sign by and on behalf of the applicant.

Signed _____ Date _____

Name _____

Position _____

Notes: _____

Please email one completed form to: creditaccounts@brickhunter.com
Please send another completed copy to: **Brickhunter Limited, The White House, 278 Bawtry Road, Bessacarr, Doncaster, DN4 7PD**

1. Definitions

- 1.1** The "company", "we" or "us" means Brickhunter Ltd (Company No: 5245209) of The White House, 278 Bawtry Road, Bessacarr, Doncaster, DN4 7PD.
- 1.2** The "customer" or "you" means the individual or company who purchases goods from the company.
- 1.3** "Consumer" means any person who in buying something is acting outside their business, as defined by the Distance Selling Regulations.

2. Application of Terms

- 2.1** These terms apply to all sales of goods and/or services by us to the exclusion of all other terms (including any which you purport to apply) unless expressly agreed in writing in advance by one of our Directors.
- 2.2** Each order or acceptance of a quotation for goods and/or services by you shall be deemed to be an offer by you to buy goods and/or services subject to these terms. No order or acceptance of a quotation by you shall be deemed to be accepted by us until written confirmation of order is issued by us or (if earlier) we begin to process your order. We shall be entitled to withdraw any quotation at any time (whether or not already accepted by you).
- 2.3** Any typographical error or clerical omission in any sales literature, quotation, price list or other document issued by us may be corrected without liability on our part.

3. Supply of Products

- 3.1** You acknowledge that you have not relied on any statement or representation made or given on our behalf. Any estimate of quantities needed, advice as to the suitability of any goods for a particular purpose and any plan or measurement given by us is given for guidance only (based on your information) and without liability on our part. No allowance is made by us for additional materials, wastage or installation. You must satisfy yourself that all goods and/or services ordered are correct.
- 3.2** When you need to match new bricks to existing brickwork, the company advises customers to take a sample before placing an order. Whilst every effort is made to exactly match bricks, we cannot guarantee a perfect match.

4. Price and Payment

- 4.1** The price of the goods do not include the price for delivery. When we display a "delivered price" this is the price of the goods and the price of delivery combined, all product pages and order forms display the price of the goods and price of delivery.
- 4.2** The price of delivery for the goods is for delivery to the exact postcode entered by you on the "How many bricks and where to?" page of the website, the quoted price is only valid for delivery to that postcode, if you require the delivery address to be changed after placing an order an additional charge may be made.
- 4.3** All prices quoted by the website are for the quantity of unit specified by the website. This quantity may not be exactly same as you entered on the "How many bricks and where to?" page. If the quantity quoted is not the same it is because we can only supply in complete packs of the required product, the quantity supplied will be to the nearest complete pack.
- 4.4** Occasionally an error may occur with our web site and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.
- 4.5** We must receive payment for the whole of the price of the goods you order, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.
- 4.6** Prices are inclusive of VAT unless otherwise stated.
- 4.7** Samples are normally free, if there is a charge it will be displayed on the product page. You may order one sample per product.

5. Availability

- 5.1** While we endeavour to only allow products to be sold when we have the level of stock available to meet your order, we reserve the right to cancel the contract between us if we have insufficient stock to deliver the goods you have ordered. In such cases we will inform you as soon as possible and refund the price paid for such goods as soon as possible and in any case within 30 days, or in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoice to you.

6. Delivery

- 6.1** We will deliver the goods in accordance with your order usually within the stated delivery time but certainly within 30 days. In the unlikely event that we are unable to make the goods available to you within 30 days of accepting your order we will contact you to inform you. You will have the choice of agreeing a revised delivery date or cancelling the order and receive a full refund for the order.
- 6.2** Deliveries are made Monday to Friday between 08:00 and 18:00 (excluding bank holidays). Depending on the delivery method timed deliveries may be available, if they are available you will be given the option to select an hour slot for an additional charge.
- 6.3** Deliveries will be made to the address stated on the order.
- 6.4** Only a delivery to the kerbside can be guaranteed and you are responsible for moving the goods from the kerbside. We, or our agents, will do their best to deliver closer to the property if access allows. Delivery does not include carrying goods up paths, to rear gardens or into dwellings.
- 6.5** For deliveries that are made by a small rigid lorry with taillift (please see our delivery information page for detailed description) a manually manoeuvred pallet truck is used to manoeuvre the goods off the taillift to kerbside delivery point, therefore you understand it is only possible to unload the goods on to a hard, flat and level surface, this excludes gravel, grass or slopes of any kind. If you have placed an order and the delivery point is unsuitable you must contact us as soon as reasonably possible, to arrange a more suitable delivery method.
- 6.6** Access to the delivery point must be on hard road over which a vehicle can pass without sustaining or causing damage of any kind. It is your responsibility to let us know if there are any access difficulties, such as low bridges, narrow single lanes, weight limit roads, steep driveways or hills.
- 6.7** If a customer wishes for any vehicle to leave the public highway and enter their property or premises of delivery then the customer accepts liability for any damages caused to the property, vehicle or other.
- 6.8** The delivery vehicle must be able to park in the area that the delivery is to be made. If you require delivery on a red route or road that has restricted unloading it is your responsibility to inform us as soon as is reasonable possible after placing your order, and it is your responsibility for gaining any permits, if required, for stopping and unloading of your goods. It is your responsibility, in some areas of the UK, to obtain a permit from your local council to have bulk items left on the kerbside.

6. Delivery Continued

- 6.9** We reserve the right to cancel or hold any orders that we deem may suffer from potential delivery problems and you understand that delivery dates may be delayed in these instances.
- 6.10** You, or somebody appointed by you, should be at the delivery point to accept the delivery.
- 6.11** All deliveries, unless the delivery vehicle is a large brick lorry, have a 20 minute window for unloading the goods at the delivery point. If the delivery vehicle is a large brick lorry the delivery has a 60 minute window for unloading the goods at the delivery point. If the unloading is delayed the delivery may be cancelled.
- 6.12** We reserve the right to charge you an additional charge where: for any reason, the delivery vehicle is unable to unload at the delivery point you, or somebody appointed by you, redirects a delivery vehicle delivery cannot be made because of unsuitable access or unsuitable unloading point, or in relation to clauses 6.5 and 6.6 inadequate information was provided if the delivery cannot be completed within the delivery window, as defined in clause 6.11.
- 6.13** Upon delivery of the goods to you, the goods shall be at your risk. In spite of delivery having been made, title in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall hold the goods on a fiduciary basis as bailee and shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

7. Cancellation

- 7.1** Where you are a "consumer" under a "distance contract" as (both as defined in the Consumer Protection (Distance Selling) Regulations 2000) the following clauses apply.
- 7.1.1** You may cancel the contract under the Distance Selling Regulations by notifying us no later than 7 working days after we deliver the goods that you are cancelling the contract, notification must be made in writing, this includes letter face or email. A phone call is not an acceptable form of notification of cancelling the contract.
- 7.1.2** If you cancel the contract under the Distance Selling Regulations, it is your statutory duty to take reasonable care of the goods from the time you receive them until you return them to us. Please see Clause 8.1 for advice on reasonable care.
- 7.1.3** If you cancel the contract under the Distance Selling Regulations you must return the goods to us at your own expense. We can arrange collection of the goods, at your cost, in most cases the cost will be the same as the delivery price outlined in your order.
- 7.1.4** If you cancel the contract under the Distance Selling Regulations and do not return the goods as required, we may charge you our direct costs of recovering the goods.
- 7.2** Where you are a business or representing a business, we may, at our discretion, accept or reject the cancellation of any contract or the return of any goods not required. Any such cancellation or return shall be on such terms as we specify and in particular we may charge you a collection and restocking fee.

8. Returning Goods – General

- 8.1** Reasonable care requires that if the goods are in a pack and banded together you do not cut or break any bands that are integral to the structure and safety of the pack.

9. Liability

- 9.1** If you notify us of a problem with the goods within 5 working days of delivery, we will (subject to clause 5) either make good any shortage of non delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. If the goods ordered are facing bricks then we would only consider the goods as damaged if more than 5% of bricks were damaged or broken.
- 9.2** If you did not receive the goods within 30 days of the date on which you ordered them and notified us of the problem within 40 days of the date on which you ordered them, we will either make good the non delivery; or refund to you the amount paid by you for the goods in question.
- 9.3** Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clauses 9.1 and 9.2.
- 9.4** Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable UK law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
- 9.5** Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

10. Descriptions and Images

- 10.1** All descriptions and samples of goods are approximate only and are intended to serve as a guide. The company shall not be liable to the customer for their accuracy.
- 10.2** Whilst we always endeavour to display images of goods that accurately represent the goods, we cannot guarantee that the accuracy due to differing light levels when the photos were taken and variations in monitor settings. We recommend that you order a sample before ordering the goods you require.

11. Force Majeure

- We shall not be liable for any failure to perform, or delay in performing, any of our obligations under the contract if and to the extent that the failure or delay is caused by circumstances beyond our control.

12. Law

- If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.