



**Account Application Form**



Full Company Name : \_\_\_\_\_.

Trading Name (if different) : \_\_\_\_\_.

Type Of Company :  Ltd Company  PLC  Government Dept / Professional Body  
 Partnership  Sole Trader  Other - Please State .....

Company Registration No : \_\_\_\_\_ . VAT No : \_\_\_\_\_.

Nature Of Business : \_\_\_\_\_.

Established : \_\_\_\_\_ . No Of Employees : \_\_\_\_\_.

Do You Have A Parent Holding Company Yes  No  (If so Please Give Details)

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

Holding Company Registration No : \_\_\_\_\_ . VAT No : \_\_\_\_\_.

**Business Address Details**

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

\_\_\_\_\_.

\_\_\_\_\_ . Post Code : \_\_\_\_\_.

Tel No : \_\_\_\_\_ . Fax No : \_\_\_\_\_.

Invoicing Address (If different to business address)  
Company Name : \_\_\_\_\_.  
Address : \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_ . Post Code : \_\_\_\_\_.  
Tel No : \_\_\_\_\_ . Fax No : \_\_\_\_\_.



**Who Is Your Purchase Contact**

Name : \_\_\_\_\_ Job Title : \_\_\_\_\_

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

**Bank Details**

Bank Name : \_\_\_\_\_ Bank Account No : \_\_\_\_\_

Account Name : \_\_\_\_\_ Bank Sort Code : \_\_\_\_\_

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

\_\_\_\_\_ Post Code : \_\_\_\_\_

Method Of Payment (Please Tick)  Cheque  BACS ( Full details will be sent with this form)

**Two Independent Trade Referees**

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

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

\_\_\_\_\_ Post Code : \_\_\_\_\_

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

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

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

\_\_\_\_\_ Post Code : \_\_\_\_\_

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

**Proprietors Or Partners Details**

Proprietors / Partners Name : \_\_\_\_\_ Date Of Birth : \_\_\_\_\_

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

\_\_\_\_\_ Post Code : \_\_\_\_\_

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

Proprietors / Partners Name : \_\_\_\_\_ Date Of Birth : \_\_\_\_\_

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

\_\_\_\_\_ Post Code : \_\_\_\_\_

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



*In the case of sole traders or partnerships, this section must be completed. – For credit reference purposes a date of birth is mandatory for proprietors or partners.*

**Authorised By**

In consideration of HWM Group (“The Company”) agreeing to open a Credit Account,

I / We : \_\_\_\_\_.

Being authorised person (s) of : \_\_\_\_\_.

(The Customer) agree that all transactions will be conducted within the conditions stated overleaf.

Please pay attention to our payment terms and retention of title clauses.  Company Letterhead Enclosed

Please note : We may use the information you provide to make a search with a credit reference agency, which may keep a record of that search. In the case of a limited company we may also make enquiries with a credit reference agency about the principal directors of that company.

Signature (s) : \_\_\_\_\_ . Date : \_\_\_\_\_.

If in a partnership – all partners should sign

Full Name (s) in block capitals : \_\_\_\_\_.

Job Title : \_\_\_\_\_.

Department : \_\_\_\_\_ . Direct Tel No : \_\_\_\_\_.

*When this form is completed, please forward it with a copy of your letterhead to the address below.  
We will contact you to advise when your account has been opened.  
If you require further assistance then contact us via the address or phone number detailed below.*

**HWM Group**  
**Otterbourn Farm**  
**Kiln Lane, Otterbourne, Winchester**  
**SO21 2EN    Tel : 01962 718030    Fax : 01962 718 031    E-mail : [info@hwmgroup.co.uk](mailto:info@hwmgroup.co.uk)**

**For Office Use Only**

Credit Search Complete :  Yes     No    Recommended Credit Limit : \_\_\_\_\_.

Credit Given                     Yes     No

Reason For Credit Not Given : \_\_\_\_\_.

Credit Limit : £ \_\_\_\_\_.

Authorising Signatory : \_\_\_\_\_ .    Date : \_\_\_\_\_.



**1. HWM Group 's Conditions Apply**

- 1.1 Unless otherwise specifically agreed in writing by HWM Group , all quotations and contracts for the supply of goods / services by HWM Group are made upon these conditions which shall at all times override any terms and conditions which the purchaser of such goods / services impose or seek to impose.
- 1.2 Delivery of any goods / services following a quotation for supply made by HWM Group will be made only upon the conditions. Orders are accepted subject to the conditions.
- 1.3 Any variation must be approved by an authorised HWM Group employee and be in writing. Any quotation or estimate is given subject to the conditions.
- 1.4 The 'contract' means any contract made between the parties that incorporate the conditions.

**2. Payment Terms**

- 2.1 Terms of payment are 30 days end of month after invoice date and in default HWM Group shall be entitled without notice to the purchaser to :
- 2.1.1 Terminate any outstanding work orders or quotations
- 2.1.2 Withhold and/or suspend works, supplies or
- 2.1.3 Reduce the purchaser's credit limit.
- 2.2 HWM Group shall also be entitled, at its discretion to receive payment of any and all monies in respect of goods or services supplied whether these monies would ordinarily be due for payment at that time or not.
- 2.3 In addition, HWM Group shall be entitled to charge the purchaser interest on the amount unpaid at the rate of 8% above Lloyds TSB Bank PLC base rate until payment in full is made and the purchaser will indemnify HWM Group in respect of all costs incurred by HWM Group in recovering payment, including the cost of instructing solicitors.
- 2.4 No payment shall be deemed to have been received until HWM Group has received cleared funds
- 2.5 In the event that the purchaser tenders payment by cheque and the cheque is subsequently returned by the purchaser's bank unpaid, the purchaser will also indemnify HWM Group in respect of all resulting bank charges incurred by HWM Group.
- 2.6 The purchaser shall make all payments due under the contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the purchaser has a valid court order requiring an amount equal to such deduction to be paid by HWM Group to the purchaser.
- 2.7 HWM Group reserves the right to set-off, deduct or discount any amounts due from HWM Group under any other arrangement with the purchaser against any monies due to HWM Group under this contract.

**3. Prices**

- 3.1 All prices quoted are subject to VAT (at the current rate) where applicable
- 3.2 Prices are correct at time of issue of quotation and are subject to change with prior notice
- 3.3 The price charged to the purchaser will be the quoted price at the time of ordering

**4. Retention Of Title**

- 4.1 Although risk in the goods / services supplied passes to the purchaser on delivery, legal title in such goods shall not pass to the purchaser until HWM Group has received in cleared funds the full price payable for such goods and all other goods / services by HWM Group to the purchaser for which payment is then due.
- 4.2 Until legal title passes, the purchaser shall hold the goods / services as HWM Group's fiduciary agent and bailee and shall keep them properly protected, insured and stored separately from any other goods (whether or not supplied by HWM Group) until that time the purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to HWM Group for the proceeds of sale and pending payment shall hold such proceeds on trust for HWM Group absolutely.
- 4.3 The purchaser's right to resell or use the goods / services shall terminate automatically on the occurrence of any event set out in condition 13 and/or if any sum owed to HWM Group by the purchaser is not paid when due.
- 4.4 Until such time as legal title in the goods passes to the purchaser HWM Group may at any time require the purchaser, its liquidator, receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the purchaser or any third party where the goods are reasonably believed to be stored.
- 4.5 In addition and without prejudice to any other right or remedy available to HWM Group , if the purchaser is in breach of the payment terms or of any of its obligations under this condition, HWM Group shall be entitled to :
  - 4.5.1 Cancel the contract
  - 4.5.2 Suspend further deliveries or services
  - 4.5.3 Terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.
- 4.6 HWM Group reserves the right at any time before title in the goods / services has passed to the purchaser to require the purchaser to deliver up the goods services if any of the events specified in condition 13 occurs

**5. Delivery**

- 5.1 Terms and conditions for delivery are only applicable in the UK
- 5.2 Unless otherwise agreed delivery of the goods / services shall take place at the purchaser's place of business.
- 5.3 Where HWM Group makes a delivery of the goods to the purchaser's place of business or any other place as agreed in writing, all charges in relation to carriage including, without limitation transport costs, insurance and unloading, will at HWM Group 's option, be borne by the purchaser
- 5.4 If for any reason the purchaser does not accept delivery of any of the goods when they are ready for delivery then the goods will be deemed to have been delivered, risk passing to the purchaser (including for loss or damage caused by HWM Group 's negligence) and HWM Group may:
  - 5.4.1 Store the goods until actual delivery whereupon the purchaser will be liable for all related costs and expenses (including without limitation storage and insurance);or
  - 5.4.2 Sell the goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the purchaser for any shortfall below the contract price.
- 5.5 HWM Group reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the purchaser to terminate the contract.
- 5.6 The quantity of any consignment of goods as recorded by HWM Group upon despatch from HWM Group's place of business shall be conclusive evidence of the quantity received by the purchaser on delivery unless the purchaser can provide conclusive evidence providing the contrary.
- 5.7 Claims for shortages or damage must be made in writing to HWM Group within 3 days of receipt of the goods / service.
- 5.8 Claims for non-delivery must be made to HWM Group within 10 days of date of despatch.

**6. Returns**

- 6.1 Notwithstanding any other provision in the contract, HWM Group may at its option allow the purchaser to return the goods / services upon the following conditions;
  - 6.1.1 That the relevant goods are non-faulty
  - 6.1.2 That the relevant goods are goods that are ordinarily held in stock at one of HWM Group 's locations
  - 6.1.3 That the purchaser notifies HWM Group within 10 days of delivery of its intention to return the goods
  - 6.1.4 That the goods / services are returned to HWM Group within 15 days of delivery
  - 6.1.5 HWM Group and the purchaser shall agree whether the goods shall be delivered by the purchaser to HWM Group or collected by HWM Group from the purchaser
  - 6.1.6 The purchaser agrees to pay HWM Group a 15% handling fee against the return of non-faulty goods.
  - 6.1.7 Notwithstanding any other provision in the contract, HWM Group may from time to time at its sole option accept the return of non-standard, non-faulty goods upon separate rates, terms and conditions, to be agreed with the purchaser in advance of any such return.

**7. Quality**

- 7.1 If HWM Group establishes to its reasonable satisfaction that there is a defect in the goods / service or there is some other failure by HWM Group in relation to the conformity of the goods / services with the contract, then HWM Group shall, at its option, at its sole discretion and with a reasonable time:
  - 7.1.1 Replace such goods or service with goods / services which are in all respects in accordance with the contract;
  - 7.1.2 Issue a credit note to the purchaser in respect of the whole or part of the contract price of such goods / services as appropriate having taken back such goods / services. Subject, in every case, to the remaining provisions of this condition provided that the liability of HWM Group under this condition shall in no event exceed the purchase price of such goods and performance of any one of the above options shall constitute an entire discharge of HWM Group's liability under this warranty.
- 7.2 This condition shall not apply unless the purchaser:
  - 7.2.1 Notifies HWM Group of the alleged defect within 3 days of the time when the purchaser discovers or ought to have discovered the defect
  - 7.2.2 Allows HWM Group to collect the relevant goods
  - 7.2.3 Complies with any reasonable request or instruction from HWM Group
  - 7.2.4 Affords HWM Group a reasonable opportunity to inspect the relevant goods
- 7.3 If HWM Group elects to replace the goods / services pursuant to this condition, HWM Group shall deliver the replacement goods / services to the purchaser at HWM Group 's own expense at the address to which the defective goods / service were delivered and the legal title to the defective goods / services which are being replaced shall (if it has vested in the purchaser) re vest in HWM Group
- 7.4 HWM Group shall be under no liability under the warranty in this condition
  - 7.4.1 In respect of any defect arising from wilful damage, negligence, abnormal storage conditions, failure to follow HWM Group 's or the manufacturer's instructions whichever is appropriate (whether oral or in writing)
  - 7.4.2 If the total price for the goods / services has not been paid by the due date for payment
  - 7.4.3 In respect of any type of defect or damage specifically excluded by HWM Group by notice in writing or
  - 7.4.4 If the purchaser makes any further use of the goods / services after giving notice in accordance with this condition..
- 7.5 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the sale of goods act 1979) are, to the fullest extent permitted by law, excluded from the contract

**8. Liability**

- 8.1 Subject to condition 7 above, this condition sets out the entire liability of HWM Group (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the purchaser in respect of
  - 8.1.1 Any breach of the conditions or the contract
  - 8.1.2 Any use made or resale by the purchaser of any of the goods, or any product incorporating any of the goods
  - 8.1.3 Any representation, statement or tortious act or omission including negligence arising under or in connection with the contract
- 8.2 Nothing in the conditions excludes or limits the liability of HWM Group for death or personal injury caused by HWM Group 's negligence, or for fraudulent misrepresentation or for any matter which would be illegal for HWM Group to exclude or attempt to exclude its liability.
- 8.3 Liability for any direct loss or damage which arises out of or in connection with the contract shall be limited to the contract value.
- 8.4 HWM Group shall not be liable to the purchaser for any indirect loss of profit, loss of business or depletion of goodwill or consequential loss or any claims for consequential compensation whatsoever which arise out of or in connection with the contract.

**9. Services**

- 9.1 Any services which are subject to a separate fee and are to be performed by HWM Group under the contract are performed in accordance with HWM Group's terms and conditions.

**10. Force Majeure**

- 10.1 HWM Group reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the goods / services ordered by the purchaser (without liability to the purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of HWM Group including, without limitation, acts of god, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the purchaser shall be entitled to give notice in writing to HWM Group to terminate the contract.



**11. Termination**

- 11.1 HWM Group may, as it thinks fit (without prejudice to any other rights or remedies it may have against the purchaser) immediately suspend further performance of the contract or cancel delivery of the goods or stop any goods in transit or by notice in writing to the purchaser terminate the contract without liability to HWM Group if:
- 11.1.1 The purchaser commits a material breach of any of its obligations under the contract which is incapable of remedy
- 11.1.2 The purchaser fails to remedy a breach of its obligations under the contract which is capable of remedy, or persists in any breach of any of its obligations under the contract after having been requested in writing by HWM Group to remedy or desist from such breach within a period of 14 days
- 11.1.3 Any distress execution or diligence is levied upon any of the purchasers goods / services or property and is not paid out within 7 days of it being levied
- 11.1.4 The purchaser (being a partnership) or the purchaser's partner offers to make arrangements with or for the benefit of the creditors of the purchaser or the purchaser's partner generally or there is presented in relation to the purchaser or the purchaser's partner a petition or bankruptcy
- 11.1.5 The purchaser (being a limited company) is deemed to be unable to pay its debts within the meaning of section 123 of the insolvency Act 1986 or the purchaser calls a meeting for the purpose of passing a resolution to wind up its company or such a resolution is passed or the purchaser presents or has presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver appointed to the whole or any part of the purchaser's business, undertaking, property or assets
- 11.1.6 The purchaser ceases, or threatens to cease, to carry on business
- 11.1.7 A secured lender to the purchaser takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.
- 11.2 Notwithstanding any such termination or suspension in accordance with the above purchaser shall pay HWM Group at the contract rate all payments subsisting at the time of termination?

**12. Data Protection**

- 12.1 HWM Group will at all times comply with its obligations under the Data Protection Act 1998

**13. Assignment**

- 13.1 The purchaser shall not be entitled to assign the contract or any part of it without the prior written consent of HWM Group
- 13.2 HWM Group may assign the contract or any part of it to any person, firm or company.

**14. General**

- 14.1 Each right or remedy of HWM Group under the contract is without prejudice to any other right or remedy of HWM Group whether under the contract or not.
- 14.2 Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the contract.
- 14.3 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and remainder of such provision shall continue in full force and effect.
- 14.4 Failure or delay by HWM Group in enforcing or partially enforcing any provision of the contract will not be construed as a waiver of any of its rights under the contract.
- 14.5 Any waiver by HWM Group of any breach of, or any default under, any provision of the contract by the purchaser will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract.
- 14.6 The parties to this contract do not intend that any term of this contract will be enforceable by virtue of the contracts (rights of third parties) act 1999 by any person that is not a party to it.
- 14.7 The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

**15. All Rights Reserved**

- 15.1 No part of any HWM Group publication may be reproduced or transmitted in any form or by any means including photo-copying and recording, without the written permission of the copyright holder, application for which should be addressed to the publisher.
- 15.2 Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature
- 15.3 All prices are subject to VAT. All prices are subject to alteration with notice. We reserve the right to amend the conditions which are subject to confirmation at the time of application

**HWM Group**  
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