

Cash Account Opening Form

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| Issued by: | Date: |

Rangemoors Ltd: Stoves & Cookers, Flue & Chimney, Spares, Renewables www.rangemoors.co.uk

Please complete clearly, and in full, and return this form to us at Rangemoors Ltd, The Airfield, Torrrington Road, Winkleigh, Devon, EX19 8DW. If you have any queries please contact our Financial Controller

Paul Rogers on paul@rangemoors.co.uk or 01837- 680068

ABOUT YOUR BUSINESS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| State the full legal name of your business: |  |  |  | | |
| List any trading names used by the business: |  |  |  | | |
| What type of business is this? (please tick) | Sole Trader? | Partnership? | Ltd or Plc? | | Limited Liability Partnership? |
| If a Ltd, Plc or LLP the Registered Number: |  |  |  | | |
| If a Ltd, Plc or LLP the Registered Office: |  |  |  | | |
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|  |  |  | | |
|  |  |  | Postcode | |
| List any trading names used by the business: |  |  |  | | |
| List the full name of all Directors, Partners or of the Sole Trader in the business: |  |  |  | | |
| Your business trading address:  (Sole traders please also show your home address if different) |  |  |  |  | |
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|  |  |  |  | |
|  |  |  |  | |
| Postcode |  |  | Postcode | |
| Your website address |  |  |  | | |
| Your VAT number |  | | | | |

HOW SHOULD WE CONTACT YOU?

|  |  |
| --- | --- |
| Name of business contact: | Phone number (office): |
| Phone number (mobile): |
| Email: |
| Fax: |
| Name of accounts contact (if different): | Phone number (office): |
| Phone number (mobile): |
| Email: |
| Fax: |
| Delivery address, if different to business trading address:  (If the invoice address is different please also state this and provide the relevant information) |  |
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| Invoice address, if different to business trading address: |  |
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HOW YOU EXPECT TO USE US

|  |  |
| --- | --- |
| Please state the maximum you currently expect to buy at any one time from Rangemoors Ltd per month (please allow for the busiest season in your trading year) | |
| Flue & Chimney products | per month |
| Stove & Cooker products | per month |
| Spare parts products | per month |

* All supplies are subject to out Terms & Conditions detailed below. If you require a copy in larger print please just ask. In applying for credit terms you accept these Terms & Conditions (the latest version will appear on the invoices we issue to you) and any special procedures we advise you of in relation to your account from time to time.

 Please read carefully then go to the final page:

RANGEMOORS LTD TERMS OF BUSINESS:

1. ORDERS
   1. By requesting and accepting a quotation or placing an order with us, Rangemoors Ltd, Company registered number 01347416,

Registered Office address Senate Court, Southernhay Gardens, Exeter, EXI INT, or one of our group, associate or subsidiary companies, you, the customer, agree to be bound by our terms of business for our sale to you of those Goods. We act as suppliers of the Goods and are not manufacturers, and our liability is limited as such.

* 1. You acknowledge that you are over 18 years old, have the authority and capacity to enter into a contract with us. If you are dealing as a consumer, specified terms (as indicated in this Contract) apply to you.
  2. These are the only terms that apply unless we have expressly agreed in writing. No statements or representation made on our behalf (whether written or oral and whether or not you have relied on them) are valid unless authorised by one of our appointed employees or agents and is repeated in writing and attached to these terms.
  3. Each order or acceptance of a quotation for Goods by you from us is an offer to buy Goods subject to these terms.
  4. Orders are not accepted by us until we have issued a written acknowledgement or (if earlier) we have delivered the Goods to you.
  5. It is your responsibility to ensure that the terms of your order and any applicable specification are complete and accurate, and we will not accept liability for any errors or omissions of inaccurate specifications.
  6. Quotations are valid for a maximum period of 30 days from the date made and may be withdrawn or altered by us during that period at any time without notice.
  7. Materials from stock are offered subject to availability at the time of an order.

1. DESCRIPTION
   1. The quantity and description of the Goods are as set out in our quotation or acknowledgement of order.
   2. All samples, drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
   3. You will rely on its own assessment as to fitness for the purpose of the Goods whether or not you have taken advantage of the facility for such inspection offered to you by us.
   4. Illustrations, weights, measures, performance capabilities, application suitability information and other data set out in our literature are statements of opinion and are provided for information only and form no part of the Contract.
   5. Where we provide a free design and advisory service, this is done at your risk and we accept no responsibility for any errors or omissions nor liability for your (or a third party's) reliance on our advise. You are responsible for ensuring that all materials supplied and installations are carried out in accordance with manufacturer's instructions, any codes of practice or regulations, permissions, licenses or other consents.
2. PRICES
   1. The price quoted is our current price at that date. The price for the Goods is the price set out in our price list (exclusive of VAT) published on the date of delivery or deemed delivery.
   2. If you require any packaging, this will be charged extra.
   3. Current prices may differ from our published price lists, and should be confirmed at the time of order.
3. DELIVERY
   1. Delivery of the Goods shall take place at the delivery address specified on the Order. If no address is specified, delivery will be at our place of business.
   2. Delivery is at your cost. In the event we incur any cost or expenses on your behalf, you will fully reimburse us for all properly incurred costs and expenses. This will be invoiced at the same time as for the Goods and subject to the same payment terms.
   3. In any event, you will take delivery of the Goods within five working days of us giving you notice that the Goods are ready for delivery.
   4. If no dates are so specified, delivery shall be within a reasonable time. Time for delivery is given as accurately as possible but is not guaranteed. You shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
   5. We will endeavour to comply with your reasonable requests for postponement of delivery but shall be under no obligation to do so.
   6. You will provide at the Delivery address and at your expense adequate and appropriate equipment and manual labour for unloading the Goods.
4. DEFECTIVE DELIVERY AND DAMAGE IN TRANSIT
   1. If you fail to accept delivery (for what every reason) or if we have agreed to a postponement in writing, or if we are unable to deliver the

Goods on time because you have not provided appropriate equipment, personnel, instructions, documents, licences or authorisations: 5.1.1 risk in the Goods shall pass to you (including for loss or damage caused by our negligence); 5.1.2 the Goods shall be deemed to have been delivered; and 5.1.3 we may store the Goods until delivery, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

* 1. Our liability is limited in accordance with clause 9 below.
  2. We may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
  3. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle you to repudiate or cancel any other Contract or instalment.
  4. You shall have no right or claim for shortage or defects or mis-delivery unless 5.5.1 you have inspected the Goods immediately on delivery and send us a written complaint within five working days of delivery specifying the shortage or defect and 5.5.2 a written complaint is sent to the carrier within three days of delivery or such longer period as the carrier's conditions permit, and 5.5.3 we are given an opportunity to inspect the goods before you have used, resold, altered, incorporated or modified the Goods.
  5. If you do not make a complaint to us or the Carrier, the Goods shall be deemed to have been delivered in the correct quantity and free of defects apparent on inspection.

1. CANCELLATION
   1. Cancellation will only be accepted by us in writing and on condition that all costs and expenses incurred by us up to the time of cancellation, and all loss of profits and other loss or damage resulting to us because of the cancellation will be reimbursed to us by you forthwith.
   2. We may suspend or cancel any Order or part of an Order if delivery is by instalments, by written notice if: 6.2.1 You fail to pay us any money when due (under the Order or otherwise) 6.2.2. You become insolvent; or 6.2.3 You fail to honour your obligations under these terms.
2. RISK AND TITLE
   1. The Goods (in part of in full) are at your risk from the time of delivery, even if we have arranged delivery to another venue for you.
   2. Ownership of the Goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to it in respect of: 7.2.1 the Goods; and 7.2.2 all other sums which are or which become due to us from you on any account
   3. Until ownership of the Goods has passed to you, you shall: 7.3.1 hold the Goods on a fiduciary basis as our bailee; 7.3.2 store the Goods (at no cost to us separately from all your other goods or any third party in such a way that they remain readily identifiable as our property; and 7.3.3 maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction.
   4. You consent to granting an irrevocable license to permit our servants or agents to enter your premises or where the Goods are stored and to inspect or repossess the goods at any time up to when we have received final payment or if your right to procession has terminated.
   5. You can only resell the Goods before you have good title on the understanding that if you resell the goods then you hold on trust for us the amount due to us in full and final settlement owed to us.
   6. You may only mix the Goods with others or use them in the process of manufacture prior to the passing of title with our written consent (not to be unreasonably withheld) providing that you have given us suitable guarantees regarding discharge payment in full to us.
   7. Your right to possession of the Goods terminates immediately if:

7.7.1 you breach this contract; 7.7.2 if you are unable to pay your debts; 7.7.3 if you cease to trade; or 7.7.4 if you encumber or in any way charge any of the Goods.

1. TERMS OF PAYMENT
   * 1. Consumers must pay in full in advance of delivery. Payment is not deemed to have taken place until we have cleared funds.
     2. Where trade terms are provided, unless otherwise agreed, business customers must pay all due accounts in full within 30 days of date of dispatch of the Goods from our premises. The time for payment is of the essence. Payment is not deemed to have taken place until we have cleared funds.
   1. No disputes arising under the contract nor delays beyond our control shall interfere with your prompt payment.
   2. In the event that you default payment, we shall be entitled (without prejudice to any other right or remedy) to suspend all further deliveries without notice.
   3. If you fail to pay us in full any amount due, you will be liable to pay interest to on such sum from the due date for payment at the monthly rate 1%, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
2. LIABILITY
   1. All warranties, conditions and other terms implied by statute or common law (save for Section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law excluded from the Contract.
   2. Our total liability in contract, tort (including breach of statutory duty and negligence), misrepresentation, restitution or otherwise is limited to the Price for the Goods.
   3. In the event that we are liable for Goods which are proved to our satisfaction to be faulty (fair wear and tear or damage due to misuse excepted), our liability is limited (at our option) to replacement of the Goods or repayment to you all sums paid in respect of Goods supplied PROVIDED that such fault be notified in writing within one month from the date of delivery to you. Any such replacements shall include free delivery to your premises.
   4. We are not liable to you or any third party for pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise in each case whether direct, indirect or consequential loss, costs, damages or expenses with respect to the supply (in part or whole) of Goods or failure to supply the Goods, or how so ever arising in connection with or arising out of this contract.
   5. Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence.
3. EXTERNAL EVENTS
   1. We reserve the right to delay or reduce delivery or cancel this Contract and will be not be liable for any delays loss or damage caused wholly or in part by circumstances outside our control including, but not limited to Acts of God war, terrorism, protests, riot, civil commotion, fire, flood, epidemic, lock outs or strikes, or by any act done or not done pursuant to a trade dispute, whether such dispute involved our servants or not.
   2. We shall be granted all necessary time on other indulgences necessary in the event of fire, breakdown of machinery or other circumstances beyond its reasonable control and shall not be liable for any delays loss or damage caused thereby.
4. NO WARRANTY OR GUARANTEE
   1. We are not the Manufacturer of the Goods and so do not warrant the quality of the Goods.
   2. Other than where you trade as a consumer, (when your statutory rights will be unaffected) we give no other warranty (and exclude any implied terms) as to the quality of the goods or their fitness for purpose.
5. GENERAL
   1. All quotations and contract are subject to relevant regulation or legislation shall be subject to variation, Any modification or addition to the Goods necessary as a result of applicable regulations will be charged at the control price ruling at the time of despatch.
   2. Failure or delay on our behalf to enforce any remedy available to us is not to be construed as a waiver or any of our rights under this contract.
   3. Each right or remedy available to us under this contact is without prejudice to any other right or remedy available.
   4. A person who is not a party to this agreement shall not have any rights under or in connection with it.
   5. If any provision of this Contract is found by a competent Court, tribunal or administrative body to be wholly or partially illegal, void, invalid, voidable, unreasonable or unenforceable, that provision shall be severed from the remaining provisions of the Contract.
   6. This contract is governed by English law and is subject to the non-exclusive jurisdiction of the Courts of England and Wales. We will try to resolve any disputes, differences and questions which may at any time arise between us and you from this.

AND FINALLY!

To protect both us and you from identity theft, we require proof for new accounts. Please provide the following;

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| --- | --- | --- |
| Sole Traders | Partnerships | Ltd Plc or LLP |
| Business Letterhead | Business Letterhead | Business Letterhead |
| and a copy of your driving licence or Passport | and for one of the Partners a copy driving licence or Passport | and for one of the Directors a copy driving licence or Passport o |
| and a copy utility bill | and a copy utility bill | and a copy utility bill |

Your signature:

Please print your name:

Your position in the business: Date:



Thank-you. We will be in touch shortly after processing your application. Please return the completed application and enclosures to:

Rangemoors Ltd,

The Airfield,

Torrrington Road,

Winkleigh,

Devon

EX19 8DW

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| --- | --- | --- | --- |
| OFFICE  USE ONLY | References |  |  |
| Creditsafe |  |  |
| Insurance |  |  |
| Approved  Limit(s) |  |  |
| Customer informed |  |  |