

**ABM Electrical Wholesale Ltd**

**Unit 10 Gregory Way**

**Reddish, Stockport, SK5 7ST**

**Tel: 0161 476 3131**

**APPLICATION FOR COMMERCIAL CREDIT ACCOUNT**

Company Name .....

Trading Address .....

.....

Registered Office (if different from above).....

.....

Telephone No..... Fax No.....

Business Type Limited Company/ Sole Trader/ Partnership

Sole Traders & Partnerships please also complete the non-incorporated business form.

Company Reg. No ..... (Limited companies only)

Year of Commencement.....

VAT Reg. Number .....

Bank Details (Name, Address, Sort Code and Account No) .....

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.....

Please provide the names & addresses of 2 trade references. **These must not be other electrical wholesalers or retail wholesalers:**

Reference 1 .....

.....

.....

Reference 2 .....  
.....  
.....

Contacts: **Accounts** .....Phone No.....  
Email.....

\* If you would like to receive invoices and statements by email please tick

**Sales** .....Phone No.....  
Email.....

\* Please tick if you would like to receive details of new products, services   
and promotional offers (You can opt out at any time by emailing [info@abm-elec.co.uk](mailto:info@abm-elec.co.uk))

Credit Limit Required £.....

In consideration of the granting of credit facilities- I/We hereby acknowledge receipt of a copy of your General Conditions of Sale which I/We have read and which I/We accept shall apply to every sale contract entered into between us. In particular, I/We have noted and accept all the conditions relating to the granting of credit, terms of payment (**30 days end of month**) and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by you by way of cleared funds. I/We acknowledge receipt of a copy of your Privacy Policy.

Signature .....

Print .....

Position .....

Date .....

Please return this form by post to the above address, by fax to 0161 477 6683 or by e-mail to [accounts@abm-elec.co.uk](mailto:accounts@abm-elec.co.uk). Please also include a copy of your Company letterhead.

**Application for Commercial Credit by the Owner or Part Owner\* of a Non-Incorporated Business Within the United Kingdom**

\*If you are making an application on behalf of other co-owners you must be sure that you also have their agreement

I hereby give permission for a search to be made by a credit reference agency on my business and me by ABM Electrical Wholesale Limited

Name of Business .....

Trading Address of Business .....

Name of Individual/Part Owner .....

Home Address of Individual/Part Owner .....

Date of Birth .....

\*Signature .....

\*You are signing that you (and your co-owners) agree to a credit report being instigated

Date .....

We may use credit reference (CRA) and fraud prevention (FPA) agencies to help us make decisions. How we, CRA's and FPA's will use your information is detailed below. By confirming your agreement to proceed you are accepting that we may use your information in this way.

**How we will use your data:**

- 1) We will search at credit reference and fraud prevention agencies for information on all applicants. In doing so we will provide current and previous names, addresses & dates of birth, of all parties. So if you are providing information about others, on a joint application, you must be sure that you have their agreement. If you give us false or inaccurate information and we identify fraud, details may be passed to credit reference and fraud prevention agencies.
- 2) We will use the information provided to us by credit reference and fraud prevention agencies to help make credit or credit related decisions about all applicants, to verify their identity, for the prevention and detection of fraud and/or money laundering, and to manage accounts. We may use scoring methods, which may be automated, to do this. If you borrow from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
- 3) When credit reference agencies receive a search from us they will place a search footprint on your credit file whether or not this application proceeds. If the search was for a credit application the record of that search (but not the name of the organisation that carried it out), may be seen by other organisations when you apply for credit in the future.
- 4) Credit reference agencies will supply to us, public information such as County Court Judgements (CCJ's) and bankruptcies, electoral register information and fraud prevention information, information on all applicants and their known financial associates current and previous names, addresses and dates of birth.
- 5) Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the General Data Protection Regulation (GDPR) 2018.

**How your data will be used by credit reference agencies**

- 1) The information which we and other organisations provide to the credit reference agencies about you, your financial associates and your business (if you have one) may be supplied by credit reference agencies to other organisations and used by them to
  - 1.1) Prevent crime, fraud and money laundering by, for example checking details provided on applications for credit and credit related or other facilities.
  - 1.2) Check the operation of credit and credit related accounts.
  - 1.3) Verify your identity if you or your financial associate applies for other facilities.

- 1.4) Make decisions on credit or credit related services about you, your partner, and other members of your household or our business.
- 1.5) Manage your personal, your partners and/or business (if you have one) credit or credit related account or other facilities.
- 1.6) Trace your whereabouts and recover debts that you owe.
- 1.7) Undertake statistical analysis and system testing.
- 1.8) Credit reference agencies can also be fraud prevention agencies.

#### How your data may be used by fraud prevention agencies

- 1) The information which we provide to the fraud prevention agencies about you, your financial associates and your business (if you have one) may be supplied by fraud prevention agencies to other organisations and used by them and us to
  - 1.1) Prevent crime, fraud and money laundering by, for example:
    - 1.1.1) Checking details provided on applications for credit and credit related or other facilities
    - 1.1.2) Managing credit and credit related accounts or facilities
    - 1.1.3) Cross checking details provided on proposals and claims for all types of insurance
    - 1.1.4) Checking details on applications for jobs or when checked as part of employment
  - 1.2) Verify your identity if you or your financial associate applies for other facilities including all types of insurance proposals and claims.
  - 1.3) Trace your whereabouts and recover debts that you owe.
  - 1.4) Conduct other checks to prevent or detect fraud.
  - 1.5) Organisations may access and use from other countries the information recorded by fraud prevention agencies.
  - 1.6) Undertake statistical analysis and system testing.

How to find out more: You can contact the following credit reference agencies currently operating in the UK: the information they hold may not be the same so it is worth contacting them all. They may charge you a small statutory fee.

Call Credit: Consumer Enquiries - Email – [contact@noddle.co.uk](mailto:contact@noddle.co.uk) or call 0330 024 7574

Equifax Ltd, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS or call 0845 603 300 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)  
Experian, Customer Support Centre, PO Box 9000, Nottingham, NG80 7WF or call 0344 481 0800 or log on to [www.experian.co.uk](http://www.experian.co.uk)



Unit 10, Gregory Way, Reddish, Stockport SK5 7ST  
Tel: 0161 476 3131 Fax: 0161 476 5151  
Email: [info@abm-elec.co.uk](mailto:info@abm-elec.co.uk)  
Web: [www.abm-elec.co.uk](http://www.abm-elec.co.uk)

## **CONDITIONS OF SALE**

### **General**

These Conditions shall come into force on our acceptance of your order and shall apply to all orders received whether in writing or otherwise. In case of any conflict between these Conditions and your conditions of purchase or the terms of your enquiry or order or any correspondence relating thereto these Conditions shall prevail except to the extent that these Conditions are excluded by specific reference by us in writing. Written confirmation of telephone orders should be clearly marked as such otherwise you will be responsible should orders be duplicated. We reserve the right at any time to refuse orders. No variation of your order will be recognised unless agreed by us in writing. We reserve the right to cancel your order if you commit an act of bankruptcy or commence winding-up by reason of insolvency or make an arrangement for the benefit of creditors.

### **Opening credit accounts**

Customers wishing to open a credit account are requested to provide two trade and one banker's reference. Until we have approved a credit account and confirmed it in writing, all goods must be paid for before delivery.

### **Settlement terms**

All accounts are operated on a strictly monthly basis, payments being due by last day of the month following invoice date. A settlement discount of 2.5% may be deducted on payments received on or before the last day of the month following invoice date.

### **Payment & Interest**

We reserve the right to charge interest on overdue accounts at the rate of 3% above the prevailing base rate and we shall be entitled to suspend deliveries of any of your orders if payment to us from you becomes overdue. Any preferential discounts will be recharged to you if payment is not made in accordance with these Conditions of Sale.

Where invoices are not paid to the above terms, they will be passed on to a 3<sup>rd</sup> party debt collection agency. This may result in court action being taken against you if payment is not subsequently made. You will be liable for any legal costs, debt collection fees and administration charges incurred as a result.

## **Prices and price lists**

All quotations are given at current prices but are subject to alteration without notice in accordance with prices ruling at the time of delivery. We shall be entitled to recover from you by way of addition to prices such amounts which you may become liable to pay in respect of Valued Added Tax in relation to any goods or services supplied by us. Catalogues, price lists and other advertising matter are intended to present only an indication of the type of goods offered and no price or other particulars contained therein shall be binding on us unless expressly included by reference thereto.

## **Carriage**

We normally make no charge for delivery from our own warehouse, within our van delivery area but reserve the right to charge carriage on deliveries outside our usual delivery area. Where pursuant to your orders we specially order goods from manufacturers you shall pay us any carriage charges made.

## **Guarantee**

We give no guarantee on goods supplied to us. However, notwithstanding the foregoing, we hereby give you a guarantee to such unexpired portion of the guarantee or warranty (if any) received by us from supplier of such goods. You shall properly use, care for and maintain the goods.

The Company will make available upon request information on the design, construction and installation of products to ensure that as far as reasonably practicable they are safe and without risk to health when properly used. It is the responsibility of Purchasers to take such steps as are necessary to ensure that appropriate information relevant to the products is made available to the user. Our Liability under these Conditions shall be in lieu of any warranty or condition implied by law as to the quality fitness for any particular purpose or merchantable quality of the goods. No statement made or agreed and no liability undertaken orally shall be binding upon us unless confirmed by us in writing. Save as provided in these Conditions we shall not be under liability whether in contract or arising out of statute or in tort or otherwise for any loss, damage, injury or death arising directly or indirectly from goods supplied by us.

## **Delivery**

Delivery dates are promises given in good faith by us to indicate estimated delivery times but shall not amount to a contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay and delivery will be accepted by us. Delivery dates shall be reasonably extended if delays are caused by industrial disputes or by any cause beyond reasonable control.

## **Passing of Title**

Title to any goods supplied by us shall not pass to you until we have received in case or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by us to you for which payment is then due. Should the goods become the constituents of other products we shall have legal ownership of such other products

as if they were simply and solely the goods being supplied by us. We shall also have the right to enter your premises to recover any goods supplied by us or other products of which the goods have become part in the event of your failure to pay for the goods so supplied.

## **Returns**

Goods may not be returned without our agreement. Goods returned must be consigned carriage paid and accompanied by a packing note stating our delivery note number. In some instances a re-stocking or handling charge may be made to you.

## **Packing and transit**

Any charge for boxes, cases and drums will be credited (unless the invoice is marked 'non-returnable') if returned to us in good condition carriage paid. All goods are carefully packed and consigned in good condition. They are signed for as such by the carriers who are then responsible. In the event of any goods being damaged in transit, it is essential that customers sign for them as 'DAMAGED' or 'UNEXAMINED.' It is also essential that customers notify both us and the carriers of all claims for damage or loss within three days from receipt of goods or any suspicion or indication that the goods may have been lost in transit. Failure to do so within such three days will result in the claim not being recognised.

## **Legal construction**

Unless otherwise agreed in writing by one of our directors the construction validity and performance of any contract arising hereunder shall in all respects be construed and operate in accordance with English Law and shall be subjected to the jurisdiction of the English Courts.



## **ABM ELECTRICAL WHOLESALE LTD PRIVACY NOTICE**

At ABM Electrical Wholesale Ltd we take privacy very seriously. The following notice explains how we use the personal information you provide to us on our commercial credit account application form, that we may obtain through third party sources or otherwise, and how we share it with third parties.

### How we use your personal information

We will only use your personal information for the following purposes:

- 1) To comply with applicable laws, regulations and rules
- 2) To administer and manage our relationship with you, which includes, setting up and maintaining your commercial credit account with us
- 3) To process orders from you for goods and services
- 4) To provide you with details of our products, services and any promotional offers
- 5) To deal with any queries we receive from you
- 6) To advise of any product recall or any corrective action needed in respect of any goods/products we supply to you
- 7) To notify you of any changes
- 8) To carry out credit checks with credit reference agencies
- 9) For the purposes of recovering a debt in case of non-payment

For recovery purposes, where necessary we may obtain additional information about you further to what you have provided on your account application from credit reference agencies or tracing agencies.

In connection with the above, we may share your personal information with third parties that perform services on our behalf, such as business partners, suppliers, credit reference agencies, tracing agents, insurance agents, fraud prevention agencies, third party debt recovery agencies, legal agents or officials.

We may also disclose or share your personal information to third parties in other circumstances:

- 1) To protect the rights, property, or safety of ABM Electrical Wholesale Ltd, our staff, our customers, visitors to our site, or others



- 2) Where we are under a duty to disclose or share your personal information to comply with legal obligations
- 3) To enforce or apply our terms and conditions for trading and other agreements
- 4) Where we have received a request from a governmental authority or regulator
- 5) If we sell or buy any business or assets, in which case your personal information would be disclosed to the prospective buyer or seller of the business or assets

Our legal basis for these uses of your personal information may include that it is necessary for our legitimate interests in operating our business and/or providing you with goods and services, and/or it is necessary for the performance of contracts to which you are a party with us.

#### Your Rights Relating to your Personal Information

Under the General Data Protection Regulation you have various rights regarding the processing of your personal information, including:

- 1) To request us to correct inaccurate personal information
- 2) To request us to delete personal information in certain circumstances
- 3) To restrict and/or object to the processing of your personal information on certain grounds
- 4) To object to the processing of your personal information for direct marketing
- 5) To request access to personal information we hold about you and details of our processing of your personal details
- 6) To lodge a complaint with the UK Information Commissioner's Office
- 7) To receive your personal information in a format suitable for transmission to a third party

You can make a request in relation to the above at any time by contacting us at [accounts@abm-elec.co.uk](mailto:accounts@abm-elec.co.uk). Any information to which you are entitled will be provided within a reasonable timeframe, subject to applicable data protection laws.

#### Retaining Personal Information

We do not keep personal information longer than necessary, allowing where needed for product guarantees, recall purposes, legal requirements and limitation periods.

#### Keeping in Touch

From time to time we would like to keep in contact with you concerning new products, services and promotional offers. If you do not wish to be contacted concerning these then please contact [info@abm-elec.co.uk](mailto:info@abm-elec.co.uk) to opt out. You can opt back in at any time via the same method.