

Credit Account Application Form

TO BE COMPLETED BY **ALL APPLICANTS**



PLEASE COMPLETE IN BLOCK CAPITALS AND TICK (✓) WHERE APPROPRIATE

(For any enquiries relating to this form, please call 01529 308837)

NAME OF ACCOUNT: _____	TELEPHONE NO: _____
ADDRESS: _____	MOBILE NO: _____
_____	FAX NO: _____
_____ POST CODE: _____	EMAIL: _____
NATURE OF BUSINESS: _____	YEARS TRADING: _____
NAME AND ADDRESS OF BANKER: _____	OVERALL CREDIT LIMIT REQUIRED: _____
_____	£ _____ DATE: ___/___/_____

ARE ORDER NUMBERS REQUIRED? YES NO IF **YES**, IN WHAT FORMAT? WRITTEN VERBAL

IF **NO**, WHO MAY COLLECT GOODS ON YOUR ACCOUNT: _____

IF A LIST OF NAMES IS NOT PROVIDED OR PASSWORD GIVEN, WE SHALL ASSUME THAT ALL GOODS ON YOUR ACCOUNT ARE DRAWN ON YOUR AUTHORITY. _____

EACH SIGNATORY TO THE AGREEMENT AGREES (JOINTLY AND SEVERALLY WHERE MORE THAN ONE SIGN) TO PERSONALLY GUARANTEE THE PERFORMANCE OF THE CONTRACT BY THE ORGANISATION ON WHOSE BEHALF THE SIGNATURE IS GIVEN. IN THE EVENT OF ANY FAILURE OR DEFAULT TURNBULL & COMPANY LIMITED HAS THE RIGHT TO PROCEED AGAINST THE SIGNATORY PERSONALLY.

SIGNED: _____ POSITION: PROPRIETOR PARTNER DIRECTOR COMPANY SECRETARY

SIGNED: _____ POSITION: PROPRIETOR PARTNER DIRECTOR COMPANY SECRETARY

IF PARTNERSHIP, SIGNATURE OF ALL PARTNERS REQUIRED

TO BE COMPLETED BY **LIMITED COMPANIES ONLY**

REGISTERED OFFICE: _____ TRADE REFERENCE 1: _____

_____ TRADE REFERENCE 2: _____

_____ POST CODE: _____

REGISTRATION NO: _____

PLEASE ENCLOSE A COPY OF YOUR LETTERHEAD FOR OUR FILES

TO BE COMPLETED BY ALL APPLICANTS OTHER THAN LIMITED COMPANIES	IF MORE THAN TWO PARTNERS, PLEASE ATTACH DETAILS SEPARATELY
INDIVIDUAL / 1ST PARTNER	INDIVIDUAL / 2ND PARTNER
TITLE: <input type="checkbox"/> MR <input type="checkbox"/> MRS <input type="checkbox"/> MISS <input type="checkbox"/> OTHER: _____	TITLE: <input type="checkbox"/> MR <input type="checkbox"/> MRS <input type="checkbox"/> MISS <input type="checkbox"/> OTHER: _____
SURNAME: _____	SURNAME: _____
FORENAME(S): _____	FORENAME(S): _____
D.O.B: ___/___/_____	D.O.B: ___/___/_____
HOME ADDRESS: _____	HOME ADDRESS: _____
_____	_____
_____ POST CODE: _____	_____ POST CODE: _____
PREVIOUS ADDRESS (IF LESS THAN TWO YEARS AT CURRENT ADDRESS): _____	PREVIOUS ADDRESS (IF LESS THAN TWO YEARS AT CURRENT ADDRESS): _____
_____	_____
_____ POST CODE: _____	_____ POST CODE: _____

TO BE COMPLETED BY **APPLICANTS BUILDING OR EXTENDING THEIR OWN PROPERTY**:

EMPLOYER: _____ LOCATION OF BUILD: _____

POSITION WITH EMPLOYER: _____ HOW WILL YOU BE FINANCING YOUR PROJECT?

PERIOD OF EMPLOYMENT: _____ OWN SAVINGS MORTGAGE

IF MORTGAGE, PLEASE SUPPLY A COPY OF THE ACCEPTANCE FROM YOUR LENDER WITH THIS FORM

INVOICES/STATEMENTS

EMAIL ADDRESS: _____

THIS IS THE ADDRESS WE WILL SEND INVOICES, CREDIT NOTES AND STATEMENTS TO

HOW OFTEN WOULD YOU LIKE DOCUMENTS TO BE SENT TO YOU? (PLEASE CHOOSE ONE OPTION)

DAILY WEEKLY FORTNIGHTLY MONTHLY

YOUR PREFERRED BRANCH (PLEASE CHOOSE ONE OPTION)

- | | |
|---|--|
| <input type="checkbox"/> BOSTON BUILDING SUPPLIES | <input type="checkbox"/> BOSTON PLUMBING AND HEATING SUPPLIES |
| <input type="checkbox"/> BRIGG BUILDING, PLUMBING AND HEATING SUPPLIES | <input type="checkbox"/> LINCOLN PLUMBING AND HEATING SUPPLIES |
| <input type="checkbox"/> NEWARK BUILDING, PLUMBING AND HEATING SUPPLIES | <input type="checkbox"/> SLEAFORD BUILDING SUPPLIES |
| <input type="checkbox"/> SLEAFORD PLUMBING AND HEATING SUPPLIES | <input type="checkbox"/> SPALDING BUILDING SUPPLIES |

ONLINE ACCOUNT

If your application for a new Credit account is successful, you will also be set up with an online account, with the login credentials sent to the email address provided in the 'Account' box on the first page. With an online account you are able to: access your agreed trade prices online; view previous invoices, payments and statements; view past documents within the last 12 months; view your quotes online and convert to orders; build lists of your most commonly purchased products; and more.

APPLICATION IS HEREBY MADE FOR THE OPENING OF A CREDIT ACCOUNT WITH TURNBULL & COMPANY LIMITED. IT IS APPRECIATED THAT ACCOUNTS ARE DUE BY THE 28TH DAY OF THE MONTH FOLLOWING THE DATE OF INVOICE. IT IS AGREED THAT YOU WILL ABIDE BY OUR TERMS AND CONDITIONS OF SALE AS STATED IN THIS DOCUMENT.

SIGNATURE: _____ POSITION: _____
PRINT NAME: _____ DATE: ___/___/_____

PRIVACY NOTICE

It is very important to us that you understand our intentions, and your rights, in relation to your personal data.

By providing your personal data to us, you acknowledge that you have read, and understood, our privacy policy. You acknowledge that we may process your personal data in accordance with that privacy policy, and for the purposes set out in the privacy policy.

We may process your personal data without your consent where we have another legal right to do so. Most commonly this will be where the processing of your personal data is necessary in order to enter into, or perform, a contract with you. Additional detail on this and other potential legal grounds under which we may process your personal data are set out in our privacy policy.

You may withdraw your consent to our processing of your personal data at any time, by contacting us on Privacy.Manager@turnbullsonline.co.uk. We may continue to process some of your personal data if we have another legal right to do so, in accordance with our privacy policy.

Please review the attached privacy policy again before providing us with marketing consent. You do not need to consent to our use of your data for marketing purposes in order to proceed with any transaction with us. If you do wish to provide your marketing consent, please enter your details below and return this Privacy Notice to us. If you prefer, you can email us at Privacy.Manager@turnbullsonline.co.uk to confirm your marketing consent.

NAME(S): _____
ADDRESS: _____ POST CODE: _____
SIGNATURE(S): _____ DATE: ___/___/_____

TURNBULL SALESMAN: _____

Please complete in full and return to Turnbull and Co. Ltd

BY POST: Credit Control, Turnbull and Co. Ltd, 95 Southgate, Sleaford, Lincolnshire, NG34 7RQ

BY EMAIL: credit.control@turnbullsonline.co.uk



TERMS AND CONDITIONS OF SALE

1. ABOUT US

- 1.1 We are Turnbull and Company Limited a company registered in England and Wales. Our company registration number is 00536685 and our registered office is at 95 Southgate, Sleaford, Lincolnshire, NG34 7RQ. Our registered VAT number is GB450026004.
- 1.2 To contact us telephone our customer service team at 01529 308839 or email customer.service@turnbullsonline.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 15.

2. OUR CONTRACT WITH YOU

- 2.1 These terms and conditions ("Terms") apply to the order by you and supply of goods by us to you ("Contract"). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 By having a credit account with us, and placing orders against such credit account, you acknowledge that these Terms will apply to each and every Contract that we have with you.
- 2.3 The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3. PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 These Terms apply to all Contracts you enter into with us, whether entered into online (including Click & Collect), over the telephone or in branch. Each order is an offer by you to buy the goods specified in the order ("Goods") subject to these Terms.
- 3.2 You are responsible for ensuring that your order is complete and accurate, and that the Goods ordered are suitable for your intended purpose.
- 3.3 After you place an order on our website, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order is accepted. Your order is only accepted as further detailed below. Our acceptance of your order will take place when we email you to accept it (known as a "Dispatch Confirmation"), at which point the Contract will be formed. In certain circumstances (for example where we must source the products in your order from different suppliers), we may issue separate Dispatch Confirmations for different products; in that case, we will have separate Contracts with you for those orders covered by each separate Dispatch Confirmation.
- 3.4 Where you place an order in one of our branches or by telephone, the trader with whom you place the order will accept the order on our behalf. You will be given an opportunity prior to this acceptance to check the product(s) included in your order. A Contract will come into existence between you and us when our trader accepts your order.
- 3.5 If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

4. OUR GOODS

- 4.1 The images of the Goods on our site, in our brochures or in any other materials (together, "Our Materials") are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's display of the colours or the display in any other of Our Materials, accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from what is shown in Our Materials.
- 4.2 Many of our Goods (for example, paving slabs) are produced in batches. There may be minor differences in colour and appearance between the same Goods when produced in different batches, which you acknowledge is outside our control and shall not constitute a defect in the applicable Goods. This will also apply to any replacement Goods that we provide under the Contract.
- 4.3 The packaging of your Goods may vary from that shown on images on or in Our Materials.
- 4.4 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

5. COLLECTION, TRANSFER OF RISK AND TITLE (CLICK & COLLECT ONLY)

- 5.1 When you place your order, you will select a branch and date from and on which to collect your Goods ("Availability Date").
- 5.2 Delivery will take place upon your collection of the Goods.
- 5.3 If you fail to collect the Goods within 3 Business Days of the Availability Date, then we will be entitled to:
 - 5.3.1 store the Goods until you collect them, and charge you for the reasonable costs (including insurance) of storing them; and
 - 5.3.2 terminate the Contract in accordance with clause 13.1.1 hereof, at any time thereafter (at our discretion), sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling costs) either account to you for the excess over the price stated in the Contract or recover from you any shortfall below the price stated in the Contract, as applicable.

6. DELIVERY, TRANSFER OF RISK AND TITLE (NON-CLICK & COLLECT ORDERS)

- 6.1 The costs of delivery will be as displayed to you on our website or advised to you at the time of placing your order (whether by telephone or in our branch).
- 6.2 For online orders, we will provide you with an estimated delivery date for your Goods during the order process ("Estimated Delivery Date"). Unless we agree otherwise with you, this will usually be within 30 days of acceptance of your order. The Estimated Delivery Date is not a fixed or guaranteed date on which we will deliver the products. We will contact you again thereafter (once we receive confirmation from our suppliers for any non-stock items, or from our couriers) to fix a delivery date ("Delivery Date"). This date will be between Monday and Saturday. Delivery may take place at any time between 7AM and 8PM, and we are unable to specify or agree a particular delivery time with you.
- 6.3 In relation to orders placed by telephone or in one of our branches, we will provide you with our expected delivery date ("Delivery Date") either (i) during the order process in relation to stock Goods, and (ii) by contacting you subsequently (after consultation with our supplier(s)) in relation to non-stock Goods. This date will be between Monday and Saturday. Delivery may take place at any time between 7AM and 8PM, and we are unable to specify or agree a particular delivery time with you.
- 6.4 The date of delivery shall not be of the essence. If we fail to deliver the Goods within a reasonable time of the Delivery Date, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- 6.5 If no one is available at the delivery address to sign for the Goods and take delivery (and we or our delivery contractor did not consider it appropriate to leave the products at the delivery address), or where clause 6.7 applies, then we will be unable to complete our delivery. Our delivery contractor will return the Goods to the appropriate depot and leave a note for you to contact us to arrange re-delivery. You will be responsible for any additional costs which we incur (such as administration fees, re-stocking fees and any other fees, costs or charges) as a result of the failure to deliver. We may require you to make payment of those costs, plus any re-delivery costs set out in clause 6.5 below, prior to us making any further attempt to deliver

the Goods. Where you ask us to leave the Goods in a particular location in your absence, then you are responsible for any loss of or damage to the Goods arising after delivery, and we reserve the right to take photographs of the delivered Goods and the surrounding area as evidence of such delivery.

- 6.6 If after a failed delivery to you, you do not re-arrange delivery promptly we will contact you for further discussion. We may (at our discretion) charge you for storage costs we incur in the meantime, and will charge you any further delivery and related costs that we incur in order to perform the re-delivery. If, despite our reasonable efforts, we are unable to re-arrange delivery (or if you do not pay the costs due under clauses 6.5 and 6.6 upon request) we may terminate the contract in accordance with clause 13. In that circumstance, we may resell part of, or all the Goods without any further reference to you.
- 6.7 Our deliveries are typically made by 42 tonne articulated lorries. It is important that you ensure that the delivery location specified in your order is appropriate for such a vehicle to access, as if our delivery contractor is unable to deliver due to the inability to get such a vehicle to your specified delivery location, this will be treated in accordance with clauses 6.5 and 6.6 above. Where expressly noted in your order that you would prefer a smaller vehicle then we will use reasonable endeavours to comply with this request, but we may be unable to do so (for example due to vehicle availability or the nature of your Goods); it will therefore remain your responsibility to ensure that the larger vehicle can access the delivery location.
- 6.8 As standard, our delivery contractor will unload the Goods at kerbside. If you ask our delivery contractor to deliver to a different part of the delivery location (for example to the back of a house, a driveway or otherwise) then it will be entirely at the delivery contractor's discretion whether or not to comply with your request. In any event, you will be responsible for, and shall have no claim against us or the delivery contractor in relation to, any property damaged as a result of complying or attempting to comply with your request. Where you are not the property owner, you will indemnify us from and against any liability whatsoever (including liability arising under negligence) to such property owner arising in these circumstances.
- 6.9 Delivery is complete once the Goods have been unloaded at the address for delivery set out in the Dispatch Confirmation and the Goods will be at your risk from that time.
- 6.10 We have delivery restrictions in relation to addresses in Northern Ireland, Scottish Islands, Channel Islands, Isles of Scilly, Isle of Wight, Isle of Man and any other places outside the United Kingdom. Please contact us for further information prior to placing an order for delivery to any of those locations.

7. RISK AND TITLE

- 7.1 Title to the Goods shall not pass to you until the earlier of:
 - 7.1.1 us receiving payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you and in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 7.1.2 you resell the Goods, in which case title to the Goods shall be deemed to have passed to you at the time specified in clause 7.3.
 - 7.2 Until title to the Goods has passed to you, you shall:
 - 7.2.1 store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - 7.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.2.4 notify us immediately if you become subject to any of the events listed in clause 13.1.3; and
 - 7.2.5 give us such information relating to the Goods as we may require from time to time.
 - 7.3 Subject to clause 7.2, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before title to the Goods has transferred to you. However, if you resell the Goods before that time:
 - 7.3.1 you do so as principal and not as our agent; and
 - 7.3.2 title to the Goods shall pass from us to you immediately before the time at which resale by you occurs.
 - 7.4 If before title to the Goods passes to you, you become subject to any of the events listed in clause 13, then, without limiting any other right or remedy we may have:
 - 7.4.1 your right to resell the Goods or use them in the ordinary course of your business ceases immediately; and
 - 7.4.2 we may at any time:
 - 7.4.2.1 require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product; and
 - 7.4.2.2 if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them entirely at your risk.
 - 7.5 The risk of accidental loss or damage to the Goods shall pass to you:
 - 7.5.1 in the case of Click & Collect Goods or any other Goods collected by you from one of our branches, upon collection; and
 - 7.5.2 in the case of all Goods other than those specified in clause 7.5.1, upon delivery.
- ## 8. PRICE OF GOODS AND DELIVERY CHARGES
- 8.1 The prices of the Goods will be as quoted on Our Materials (or, in the case of telephone and in-branch orders, advised to you by our trader) at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto our order system. However, please see clause 8.5 for what happens if we discover an error in the price of Goods you ordered.
 - 8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
 - 8.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
 - 8.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the order process, before you confirm your order, if applicable.
 - 8.5 It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we identify a pricing error after Contract formation but prior to delivery or collection, we may cancel supply of the Goods and refund you any sums you have paid.
- ## 9. PAYMENT
- 9.1 We may invoice you for the Goods at any time on or after the date when we notify you that they are ready for delivery, or (in the case of Click & Collect Goods) we notify you that they

are ready for collection.

- 9.2 Subject to any special arrangements agreed between us in writing for a particular Contract (including as set out in clause 9.3), payment of all sums included in an invoice will fall due on the 28th day of the month following the date of invoice.
- 9.3 We reserve the right in relation to any Contract to require payment by you of a deposit prior to our acceptance of an order. Such a deposit is typically between 25% and 50% of the value of the Goods in question, but the amount and the requirement for a deposit will be entirely at our discretion. The balance of the price of the Goods, less that deposit, will become due in accordance with clauses 9.1 and 9.2 above.
- 9.4 You acknowledge that we may send invoices out by email.

10. MANUFACTURER'S GUARANTEE

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods. At our discretion, we may assist you in liaising with the manufacturer to enforce your rights under such a guarantee.

11. OUR WARRANTY FOR THE GOODS

- 11.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
- 11.2 We provide a warranty ("Warranty") that on delivery and for a period of 30 days from delivery/collection ("Warranty Period"), the Goods shall:
 - 11.2.1 subject to clause 4, conform in all material respects with their description; and
 - 11.2.2 be free from material defects in design, material and workmanship.
- 11.3 Subject to clause 11.4, if:
 - 11.3.1 you give us notice in writing within a reasonable time of discovery (and in any event within the Warranty Period) that some or all of the Goods do not comply with the Warranty;
 - 11.3.2 we are given a reasonable opportunity of examining the Goods; and
 - 11.3.3 if we ask you to do so, you allow us to collect the Goods from you at our cost (subject to clause 11.4 below);

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

11.4 We will not be liable for breach of the Warranty if:

- 11.4.1 you make any further use of the Goods after giving notice to us under clause 11.3;
- 11.4.2 the defect arises as a result of us following any drawing, design or specification supplied by you;
- 11.4.3 you alter or repair the Goods without our written consent;
- 11.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions or a failure to take reasonable care of the Goods; or
- 11.4.5 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

and if after investigation any of the above are found to apply, we shall be entitled to charge you for the costs which we incurred under clause 11.3.3, if applicable.

- 11.5 We will only be liable to you for the Goods' failure to comply with the Warranty to the extent set out in this clause 11, and the remedy set out in clause 11.3 shall (to the maximum extent permissible by law and including without limitation where liability would otherwise arise under negligence) be your sole and exclusive remedy for any failure to comply with the Warranty and any defect or fault in the Goods.
- 11.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.7 These Terms also apply to any repaired or replacement Goods supplied by us to you. For the avoidance of doubt, the repair or replacement of Goods during the Warranty Period shall not extend the Warranty Period beyond its original expiry.

12. OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in these Terms limits or excludes our liability for:
 - 12.1.1 death or personal injury caused by our negligence;
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 12.1.4 any other liability that cannot be limited or excluded by law.
- 12.2 Subject to clause 12.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any liability (direct or indirect) arising under or in connection with the Contract for:
 - 12.2.1 any loss of profits, sales, business, or revenue;
 - 12.2.2 loss or corruption of data, information or software;
 - 12.2.3 loss of business opportunity;
 - 12.2.4 loss of anticipated savings;
 - 12.2.5 loss of goodwill or damage to reputation;
 - 12.2.6 loss or waste of management or staff time or resource; or
 - 12.2.7 any indirect or consequential loss.
- 12.3 Subject to clause 12.1, our total liability to you arising under or in connection with the Contract and/or Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Goods.
- 12.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which would otherwise be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
- 12.5 Where you are purchasing the Goods for sale to or for the use of another person (such person(s) being an "End User"), then you hereby indemnify us from and against any liability whatsoever to such End User(s) which is in excess of the liability which we would have to you under the Contract.

13. TERMINATION

- 13.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
 - 13.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
 - 13.1.2 you fail to pay any amount due under the Contract on the due date for payment;

- 13.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 13.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 13.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 13.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
 - 13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**). The following constitutes a non-exhaustive list of some circumstances which would constitute an Event Outside Our Control:
 - 14.1.1 strikes, lock-outs or other industrial action;
 - 14.1.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or conflict (whether declared or not), or threat of or preparation for war or conflict;
 - 14.1.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic, natural disaster or extreme weather condition;
 - 14.1.4 impossibility of use of public or private transportation reasonably required for performance of the Contract;
 - 14.1.5 impossibility of the use of public or private telecommunications networks; and
 - 14.1.6 action or inaction of local, regional or national governments or other public bodies.
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
 - 14.2.1 we will contact you as soon as reasonably possible to notify you; and
 - 14.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. COMMUNICATIONS BETWEEN US

- 15.1 When we refer to "in writing" in these Terms, this includes email.
- 15.2 Any notice or other communication given under or in connection with the Contract must be in writing and be sent by pre-paid first class post or other next working day delivery service, or email.
- 15.3 A notice or other communication is deemed to have been received:
 - 15.3.1 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 15.3.2 if sent by email, at 9.00 am the next Business Day after transmission.
- 15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. GENERAL

16.1 Assignment & transfer.

- 16.1.1 We may assign or transfer our rights and obligations under the Contract to another entity.
- 16.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

16.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

16.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.

16.7 **Personal data.** We will only use your personal data (and that of your employees or other personnel) as set out in our Privacy Policy at www.turnbullsonline.co.uk/customer-service/privacy-policy/.

16.8 **Security Checks.** We reserve the right to carry out security checks (whether random or intelligence-led) on any of your vehicles leaving our premises. To enable us to carry out such checks, you authorise us (including our employees and agents) to:

- 16.8.1 stop any vehicle owned or operated by you, your employees or agents ("Vehicle") from leaving our premises;
- 16.8.2 to search any such Vehicle as we see fit; and
- 16.8.3 where the search indicates any potential issues, to detain the Vehicle until such time as the police arrive.

16.9 **Credit Account Limit.** We may, at our discretion, supply you with Goods to a value in excess of the credit limit applicable to your account with us from time-to-time. We will be entitled to avail ourselves of any and all remedies and methods available to recover payment for such sums notwithstanding the exceeding of such credit limit.

16.10 **Credit Searches.** You acknowledge that, in accordance with our Privacy Policy, we may conduct credit searches and similar measures in order to verify that the proposed or current credit limit on your account (or proposed account in the case of applications) is appropriate. Such searches and similar measures may be in relation to you, your directors and/or your partners. We will retain such information for an appropriate period in line with our Privacy Policy.