

Application for Credit Account

Name of Applicant:	
Telephone:	
Email:	
Website:	
Trading Name:	
Address:	
Delivery Address: (if different from above)	
Years in Business:	Company Reg no.:
Accounts Contact Info	Sales Contact Info
Name: Position: Direct Line: Mobile: Email:	Name: Position: Direct Line: Mobile: Email:
Name and address of two trade references (Please do not include suppliers paid by Direct Debit)	
Name: Address: Tel: Email:	Name: Address: Tel: Email:
Credit Required: (recommended limit – 2 months packaging spend)	
Please note that ALL first orders must be paid for in full at time of order and a minimum order value of £250 applies to all credit orders (including VAT and the cost of delivery)	

I/we acknowledge, accept and agree that all business with Priory Business Group PLC is conducted subject to the Company's '[Conditions of Trading](#)'. Please follow link or see attached.

Signed:

On Behalf Of:

Position:

Date:

For Office Use Only

Accounts Department Authorisation:	Date:
Trade References:	Date:
Credit Check:	Date:
Date Opened:	Account No.:
Credit Limit:	Letter Sent:

Please return to the member of the team who you are in communications with. Alternatively, you can email the completed form to sales@priorydirect.co.uk or post it to Priory Direct, Unit 2C, Aylesford Commercial Park, New Hythe Lane, Aylesford, ME20 7FE.

Terms & Conditions of Trading

1 – Trading Terms – Definitions

“Buyer” means the person or company who accepts the Seller’s Quotation for the sale of the Goods or whose Order for the Goods is accepted by the Seller.

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms.

“Order” means the Buyer’s acceptance of the Seller’s Quotation for the Goods or the order placed by the Seller for the Goods whether by means of the Seller’s catalogue or web site which the Buyer accepts.

“Customised Products” means any products ordered by or supplied to the Buyer which have been either custom made or ordered from a third party or tailored to meet specific requirements stipulated by the Buyer:

“Non-Customised Products” means any products which are not Customised Products.

“Seller” means Priory Business Group PLC or any of its trading subsidiaries with common registered office address. Priory Business Group PLC is a UK registered company with Company No. 3505655 and whose registered office is: Unit 2C, Aylesford Commercial Park, Kent, ME20 7FE. Contact Details are: Tel 01622 580 100, Email: sales@priorydirect.co.uk. For clarification purposes only, Priory Direct is a registered Trade Name and wholly owned subsidiary of Priory Business Group PLC and is the brand primarily used for the Seller’s ecommerce business.

“Terms” means the standard terms of sale set out in this document and includes any special terms agreed in writing between the Seller and the Buyer. These Terms govern the sale of the Goods sold by the Seller to the Buyer named on the order form provided on the Seller’s web site or catalogue and where the Goods are supplied as a result of the Buyer’s acceptance of the Quotation. The completed order form or Quotation together with the Terms constitute the entire and only agreement between the parties in relation to the sale of the Goods and comprises a legally binding contract between the parties.

2 – Service Availability

Our catalogue and website(s) are available to all at priorydirect.co.uk

3 – Price and Payment

3.1 If the Buyer places an Order via the Seller’s web site, over the phone, via email fax or post the price payable for the Goods will be agreed between Buyer and Seller at the time of accepting the Order or as set out on the web site at the time the Seller places the Order.

3.2 For customers who have an existing account with the Seller and the products ordered are in stock will automatically be processed. The Seller will not call you to the Order unless the Buyer is a new customer, or the Buyer requests a call, or the Seller needs to contact the Buyer to confirm stock availability, payment or delivery details.

3.3 If the Buyer accepts the Seller’s Quotation then the prices contained therein are only valid for the period of 30 days from the date of the Quotation. If the Buyer wishes to order the Goods stated in the Quotation after this period then a new Quotation should be obtained or an enquiry made as regards the price of the Goods to be ordered.

3.4 Notwithstanding the above clauses the Seller reserves the right by giving notice to the Buyer at any time before delivery, to vary the price of the Goods to reflect any significant change in cost to the Seller which is due to any factor beyond the control of the Seller.

3.5 The Buyer shall bear the cost for applicable sales taxes, carriage and insurance in addition to the agreed price for the Goods unless otherwise agreed in writing between the parties

3.6 In the absence of the Buyer having an approved credit account with the Seller, the Seller must receive full payment for the total price of the Goods and any applicable sales taxes, carriage and insurance, before the Order can be processed unless otherwise agreed in writing.

3.7 If the Buyer has an approved credit account with the Seller, payment shall be made in full within 30 days of the date of invoice or later if longer credit terms are agreed by the Seller to the Buyer in relation to the Goods. The Seller shall be entitled to revoke any credit facility if the Buyer fails to make payment by the due date. In addition, if payment is not made by the due date, the Seller shall be entitled to charge interest at the rate of 3 per cent over the Bank of England Base Rate on the amount outstanding from the due date for payment until receipt by the Seller of the full amount (including any accrued interest) whether before or after judgment, together with any reasonable legal or other recovery costs.

3.8. For all Customised Products the order is confirmed and cannot be cancelled or returned after the specification document or artwork proof has been approved by the Buyer.

3.9 For all Customised Products ordered the Seller shall require full, non-refundable, payment at the time the order is placed, unless otherwise agreed in writing.

3.10 The Buyer can choose to pay by bank transfer, PayPal, credit or debit card, or by cheque.

3.11 The Seller shall require customers with credit accounts that have not purchased for 18 months pay since their last to pay for their new order in advance. The Buyer will then be set-up with their former credit account subject to new credit approval status which may result in variation to the credit terms and facility newly granted.

3.12 The Seller provides a telephone confirmation service for e-mail, fax and orders received through the post, if requested at the time of quotation. The Seller will endeavour to call customers back but reserve the right to decide if we can make these calls based on business volumes.

3.13 For Buyers placing an Order via the website, the Buyer may be eligible to participate in the Seller’s Reward Program, whereby points can be earned for orders placed and paid in full via the website. The points awarded under such scheme are governed by the Terms and Conditions of the Reward Scheme, as can be found on the website with the principle concept that the financial value attributed to the points can be used as a part payment towards a future order.

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4 – Delivery and Title

4.1 Delivery of the Goods shall be made by the Seller to the address first address provided by the Buyer as stipulated on the Order, or by Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection. A signature indicating safe receipt of the Goods will be required on delivery or collection.

4.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused.

4.3 If the Buyer fails to take delivery of the Goods then without limiting any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.

4.4 Risk of damage to or loss of the Goods shall pass to the Buyer : a) in the case of Goods to be delivered at the Buyers premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods; or b) in the case of Goods the Buyer has requested the Seller to leave unattended at their requested delivery address when the Buyer is unable to take receipt of the goods and sign for the goods, at the time of delivery. c) in the case of Goods being collected from the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection.

4.5 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods together with any charges in respect of sales taxes, carriage and insurance.

4.6 Until such time as the property in the Goods passes to the Buyer, the Seller may at any time require the Buyer to deliver up the Goods to the Seller, and if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

4.7 Subject to clause 4.8, an order received by 5.00pm on a Monday to Friday inclusive, the Seller will aim to pick pack and despatch the same day. An Order placed after 5.00pm on a Friday or at any time over a weekend will be despatched on the following Monday. Where Public Holidays fall on a Friday and/or a Monday an Order will be delivered on the next business working day. A small number of products and all customers requiring deliveries outside the UK will take a little longer to deliver and these are highlighted throughout the catalogue and website and evidenced on the Order.

4.8 An Order placed before 5.00 pm, the Seller will aim to deliver to the UK mainland the next working day (unless otherwise stated at time of order). If your Postcode begins with AB31-38, AB41-56, HSI-9, IV1-63, KW1-17, PA20-88, PH9-50, ZE1-3, KA27-28, FK19-21, BT, TR21-25, JE, GY, IM, PO30-41 and for the Republic of Ireland, please allow 2-3 days for delivery. The Seller will not be held responsible for any delays.

4.9 Delivery charges are calculated based upon the weight and/or volumetric weight of the goods applicable to the total order value and the delivery address of the Buyer. Delivery surcharges for specified timed and weekend deliveries are also offered, at an applicable premium pricing structure.

4.10 Some Goods may be delivered to the Buyer directly from the manufacturer and third party suppliers. Occasionally a supplier is unable to deliver directly outside of the UK mainland and in such instances the Buyer will be advised at time of order if this is the case.

4.11 Deliveries are made using a recognised carriage providers. Goods are intended to be delivered to the front door of ground floor locations only. The delivery person/driver may at his/her discretion; assist with delivering the goods to a location within the premises nominated by the Buyer, at the Buyer's own risk.

4.12 Goods cannot be delivered to PO Box addresses or the overseas equivalent.

5 – Availability

5.1 The Seller shall endeavour to hold sufficient stock to meet an Order, however if there are insufficient stock to supply or deliver the Goods already paid for by the Buyer, the Seller shall, at its discretion, supply or deliver a substituted product or refund to the Buyer the price paid for the Goods as soon as possible and in any event within 30 days or, where the Buyer is an account customer, The Seller may, at its absolute discretion, raise a credit to offset the amount invoiced to the Buyer.

5.2 For some Customised Products involving third party manufacturing, The Seller shall be entitled to vary the quantity of the Customised Products by plus or minus 10% of the total product ordered as a result of the manufacturing process.

6 – Cancellation and Returns

6.1 The Buyer shall be entitled to cancel the Order for Non-Customised Products by giving to the Seller notice of cancellation within 30 days of the date of collection or delivery. Such notice may be given by telephoning, faxing, emailing or mailing to the Seller. If there is a defect or fault in the Goods, the Buyer is required to notify the Seller of the problem at the time of delivery or as soon thereafter.

6.2 On cancellation, the Buyer shall return the Goods to the Seller at its own cost unless the Goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by the Seller, in which case the Seller will meet the cost of return subject to being able to nominate the carrier.

6.3 If the Buyer wishes to cancel an order for Customised Products, this must be done before the order is confirmed. Customised Products cannot be returned once your order is confirmed.

6.4 Where the Buyer returns Goods to the Seller for reasons other than such Goods being defective or faulty, the Seller will only accept unwanted products at its sole discretion within 30 days of delivery. The goods must be unopened and in a saleable condition. The seller reserves the right to make a restocking charge of £30.00 or 10% of the value of Goods returned whichever is the greater.

6.5 The Buyer is required to ensure that any Goods being returned to the Seller are safely and securely packaged to ensure that they are returned undamaged and suitable for re-sale. The Seller reserves the right to charge the Buyer for any Goods which it is unable to re-sell due to the Buyer's failure to comply with this clause 6.5. Other than for requests for sample goods, usually supplied free of charge, Goods are not Dispatched or Sold on a trial or return basis.

6.6 On receipt of the returned goods the Seller will credit or refund the value of the goods to the Buyer, subject to clauses 6.3 – 6.5.

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7 – Warranty and Liability

7.1 A claim by the Buyer which is based on any defect in the quality, quantity or condition of the Goods shall be notified to the Seller in accordance with clause 6 or (where the defect or failure was not apparent on reasonable inspection) within 7 days of the discovery of the defect or failure but not exceeding 30 days from the date of delivery. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall have no right to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

7.2 Inspection of goods immediately on receipt of a delivery is recommended. Damage or short delivery must be notified to the Seller within three days. Goods that are refused as damaged must be signed for "Goods refused damaged" on the carrier's delivery paperwork; Goods that are accepted but are damaged must be signed for "Goods damaged"; Goods that are short must be signed for "Goods received short" and the Buyer must amend the number of items delivered on the carrier's delivery paperwork. Damaged or short deliveries must not be signed for as "Unchecked" on the carrier's delivery paperwork. Note: If the carrier's paperwork is not signed for correctly for damaged or short deliveries this will invalidate the Seller's contractual liability under these conditions and the Seller reserves the right to refuse to credit the Buyer for the damaged or short goods.

7.3 Where the Buyer does notify the Seller that there is a valid claim in respect of any of the Goods the Seller will, on receipt of the returned goods identify the fault or damage and otherwise inspect the goods. The Seller may replace, repair or refund to the Buyer the price of the Goods at its discretion, in which case the Seller shall have no further liability to the Buyer. If the goods are found to be in good order without defect they will be returned to the seller at the seller's cost. For the sake of clarity, the Seller shall not be liable to the Buyer for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the Goods and shall have no liability to pay any money to the Buyer by way of compensation other than any refund made under these Terms. This does not affect your statutory rights as a consumer, nor is it intended to exclude the Seller's liability to you for fraudulent misrepresentation.

7.4 The warranty is given by the Seller subject to the following conditions:

7.4.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawings, artwork or specification supplied by the Buyer.

7.4.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, external force, damage caused by the Buyer or any other party, or damage caused by the incorrect installation, use, modification or repair of the Goods.

7.4.3 For products where a third party warranty card is included, the card must be completed and returned to Priory Direct within thirty days of receipt of the product(s). If the warranty card is not received within thirty days the warranty may be rendered invalid.

7.4.4 The Seller shall be under no liability under the above warranty if the total price for the Goods has not been paid by the due date for payment.

7.4.5 The warranty does not extend to parts, materials or equipment not manufactured by the Seller.

7.4.6 The above warranty is given solely to the Buyer and is not transferable to any third party.

8 – Termination

The Seller shall be entitled to suspend further supply or delivery, stop any goods in transit or immediately terminate the contract with the Buyer by notice in writing if the Buyer is in breach of an obligation hereunder or becomes unable to pay its debts when they fall due or proceedings are commenced by or against it alleging bankruptcy or insolvency.

Upon termination, all monies owing to the Seller in accordance with these Terms become immediately due and payable and the Seller shall be under no further obligation to supply any goods to the Buyer.

9 – Events Beyond our Control

The Seller shall have no liability to the Buyer for any failure or delay in supply or delivery or for any damage or defect to the Goods supplied or delivered hereunder that is caused by any event or circumstance beyond its reasonable control, including without limitation strikes, lockouts, acts of God and the like.

10 – General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which the Seller excludes its liability to you, the Buyer) the validity, legality or enforceability of any other part of these conditions will not be affected.

10.1 This contract shall be governed by and interpreted in accordance with English Law.

10.2 Your privacy. As part of our on-going commitment to providing you with the highest levels of quality and service, some calls may be monitored or recorded for staff training requirements.

10.3 Data Protection. We may have obtained your details from our customer list, website, enquirer records, or from a third party business list. We will contact you for necessary transactional communication only or via channels for which we have your explicit consent to use. If you wish to change any of your information or do not wish to continue to be part of our marketing programme you can amend your preferences via the website or by contacting us in writing. Our full privacy policy which explains how we act in accordance with GDPR can be found here.

10.4 Free Gift offers with an Order. Before requesting any free gift offered as part of a promotion, the Buyer placing the order, if relevant, should check with their employer that they are allowed to accept a Free Gift from a promotion; and review their company's policy on such matters. Any business wishing to expressly forbid the acceptance of gifts can (on written request) be added to our "opt out" list to prevent the despatch of promotional items to their employees.