

HEAL'S

Trade Account Application

PLEASE RETURN COMPLETED FORM VIA EMAIL

Trade Department, Heal & Son Limited | *email* trade@heals.co.uk | *telephone* 020 7896 7560

Please ensure that this application is completed as fully as possible to allow it to be processed promptly. **DATE OF ENQUIRY**

Section 1

Company name

Invoice address

Postcode

Country

Tel no.

Fax no.

Contact name

Email address

(N.B. THIS EMAIL ADDRESS NEEDS TO BE ON THE ONLINE ACCOUNT)

Tel no.

Mobile no.

ACCOUNTS DEPARTMENT - MAIN CONTACT FOR ALL ACCOUNT CORRESPONDENCE

Accounts Department contact name

Position

Tel no.

Fax no.

VAT no.

Registration no.

NATURE OF BUSINESS

RETAILER

INTERIOR DESIGNER

with showroom

without showroom

CONTRACT

HOTEL

FURNITURE MANUFACTURER

ARCHITECT / SPECIFIER

UPHOLSTERER

CURTAIN MAKER

OTHER (please specify)

DATA PROTECTION ACT USE OF YOUR INFORMATION

We'd like to keep you updated by e-mail, SMS text, telephone & post with the latest news monthly special offers and deals from Heal & Son Limited.

If you'd prefer not to receive these communications please tick this box.

From time to time we may make portions of our database available to carefully selected organisations whose products may be of interest to you. If you would prefer not to receive these communications please tick this box.

Section 2

TRADE REFERENCES

PLEASE PROVIDE TWO RELEVANT TRADE INDUSTRY REFERENCES WHO CAN BE CONTACTED ON YOUR BEHALF

Contact

Trading name

Address

Postcode

Email

Contact

Trading name

Address

Postcode

Email

HEAL & SON LIMITED, 196 TOTTENHAM COURT ROAD, LONDON W1T 7LQ

Registered Office as above. Registered in England & Wales Number 926722. VAT number GB524300689.

HEAL'S Trade Account Application

FOR PROFORMA GO TO SECTION 5

FOR A CREDIT ACCOUNT PLEASE READ SECTION 3 AND FILL IN SECTION 4 & 5

PLEASE REMEMBER TO SET UP AN ONLINE ACCOUNT

Section 3

DATA PROTECTION / MONEY LAUNDERING ACT CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES

Before granting and in adherence to the money laundering laws as well as detecting fraud and confirming identity, we may periodically search the files of credit reference agencies and keep a record of that search. We may share details with credit reference agencies and other organisations for these purposes. You have a right to access your credit file. You have a right to apply in writing for a copy of the personal data we hold about you.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by ourselves and at credit

reference and fraud prevention agencies may be used can be obtained from www.heals.co.uk or by writing to Heal & Son Limited, 196 Tottenham Court Road, London W1T 7LQ.

If you apply for a credit account we may undertake a search with a credit reference agency for the purposes of verifying your identity. To do so the credit reference agency may check the details supplied against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

Section 4 (ONLY REQUIRED FOR CREDIT ACCOUNT)

Bank name

IBAN no.

Bank address

Sort Code

Account no.

Postcode

Section 5

LEGAL REQUIREMENTS ALL APPLICANTS TO COMPLETE

By signing this agreement you accept that:

- You have read and understood the Heal & Son Limited Trading Terms & Conditions (Copies of which are available at www.Heals.co.uk).
- The information given by you when applying for this account is correct and we may rely on it.
- You are authorised to bind the account holder to this agreement by signing it.
- We reserve the right to decline applications and amend or withdraw credit accounts subject to status and/or company policy.
- I, the authorised person, agree to guarantee performance of all the company's current & future financial obligations to Heal & Son Limited including any subsequent increase/s in credit limit.
- I hereby agree to comply with the Terms and Trading conditions of Heal & Son Ltd.

Name

Position

Signature

Date

Please note in the case of Ltd/PLC/LLP/LP Business this form must be signed by a director

FOR HEAL'S USE ONLY

Credit reference taken

Trade references taken

Bank reference taken

Application signed

Credit Limit

Account no.

Signed

Date

(Agreement date)

(On behalf of Heal & Son Limited)

HEAL & SON LIMITED, 196 TOTTENHAM COURT ROAD, LONDON W1T 7LQ

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TERMS AND CONDITIONS

This is an agreement between Heal & Son Limited (Heal's), and you to provide a trade account to you which will allow you to make purchases from Heal's. You will be deemed to have consented to these terms by your use of the Account.

1. An initial credit limit of £5,000 will be set for new accounts subject to a successful credit check. Credit above £5,000 will be looked at case by case.
2. To qualify for credit, first order will be invoiced Proforma with a £5,000 minimum spend. No minimum spend will be required on subsequent orders.
3. As a trade account customer you are entitled to the following discounts:
 - Trade discount will not be offered on purchases of gift vouchers.
 - Trade discount cannot be applied to previous orders retrospectively.
 - It may be possible to agree discounts above standard parameters for one-off bulk purchases, and they should be agreed on a case by case basis with the Trade Sales Manager.
4. You will be sent a confirmation of your order by e-mail unless we otherwise agree with you in writing. On delivery of your order you will be invoiced for the full value of the order less any trade discounts due. Payment terms are 30 days from the date of delivery. Any payment to us must be in Pounds Sterling by way of direct debit, BACS, CHAPS, bank transfer or as otherwise notified by us to you.
5. You will be sent, unless otherwise agreed, monthly statements by e-mail, showing details of all invoices which have been charged to the account.
7. If you do not repay the outstanding balance on the Account in full and on time, you may be charged interest on any such overdue amounts from the due date until payment is made in full. The interest rate charged will be calculated in accordance with the Late Payment of Commercial Debts (interest) Act 1998 at the Reference Rate plus 8%. Interest will be calculated on a daily basis and will normally be added to the Account on each statement date. We will notify you of any interest that is charged. Payment for any interest charged should be received by us by the last day of the month following the month in which the interest was added to the Account. If you do not repay the outstanding balance on the Account in full and on time, we may also add to the Account the costs and reasonable charges we incur.
8. We may close the Account at any time if we give you one month's notice in writing or immediately on us giving you notice if you exceed the credit limit or if you break any of these terms or the terms on which you purchased goods or if any of the following happens (or we reasonably believe is likely to happen):
 - a) if you are a company any step, application, order, proceeding or appointment for a distress, execution, composition or arrangement with creditors, winding up dissolution, administration, receivership (administrative or otherwise) or bankruptcy is taken or made, or you are unable to pay your debts; or
 - b) if you are an individual, you die or any step, application, order, proceeding or appointment for execution, composition or arrangement with your creditors, or for bankruptcy is taken or made, or you are unable to pay your debts; or
 - c) if you are a partnership, any step, application, order, proceeding or appointment for execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise), bankruptcy is taken or made, or you are unable to pay its debts as they fall due.
9. You may end this agreement at any time by giving us notice and by paying in full any outstanding balances on the Account.
10. You must tell us immediately if:
 - a) you become aware that the Account is being misused, whether fraudulently or in any other way; or
 - b) the invoices appear to wrongly include an itemUntil you notify us of these events, so that we can investigate any misuse of the Account, you will be liable for any losses we suffer as a result of any misuse of the Account.
11. We shall not be liable to you if we are unable to comply with our obligations under this agreement due, directly or indirectly, to any industrial action or data processing or transmission link failure beyond our reasonable control.
12. We may send you notice at the address you notify to us or at any other address you notify to us in writing and you must tell us if you change your address. Our contact details are:
Heal & Son Limited, 196 Tottenham Court Road, London, W1T 7LQ or any other address we may notify you in writing.
Any notice given by first class post will be regarded as served 2 days after the date of posting.
If we relax any of these terms, this may be just a temporary measure or a special case. We may enforce it again strictly at any time. We may vary these terms at any time. In most instances we will give you up to a maximum of 30 days notice in advance of the variation taking effect. However, this may not always be possible and in such instances we reserve the right to advise you of the variation as soon as reasonably practical but always within 30 days following the variation taking effect.
13. Only we may transfer any or all of our rights and obligations under this agreement. This agreement is personal to you and only you are permitted to use the Account.
14. This agreement is governed by the laws of England and Wales.