

ACCOUNT APPLICATION FORM



Building, Timber, Joinery, Landscaping, Roofing, Plumbing & Heating


📍 BRANCHES ACROSS THE NORTH WEST 🌐 [SOVINITRADESUPPLIES.CO.UK](https://www.sovinitradesupplies.co.uk) ☎ 0333 577 8080

Open Monday – Friday | 7:30am-5:00pm Bootle & Speke | 7:30am-4:30pm Eccles & Ellesmere Port

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 Sovini.co.uk/waste



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 0151 529 7111

 Amiantoservices.co.uk

Please be advised this account form is to open an account with Sovini Trade Supplies.
If you wish to discuss the other commercial aspects of The Sovini Group, please contact your account manager.

TERMS & CONDITIONS



Below are the key areas of our terms and conditions. For the full version, please scan the QR code.

1. DEFINITIONS AND INTERPRETATION

- "Seller" In these Conditions of Sale the following words shall have the following meanings:-
Sovini Trade Supplies (Registered Number 08956215) a member of the Sovini Group, the supplier of the Goods or any holding or subsidiary company of the Seller who supplies the Goods.
- "Buyer" The person, firm or company with whom the Seller makes the Contract and which expression shall include (jointly and severally) any principal on whose behalf the Buyer orders Goods.
- "Contract" Any contract formed between the Buyer and the Seller for the sale and purchase of the Goods pursuant to the Order.
- "Delivery" "Goods" the Goods which are to be supplied by the Seller pursuant to the Contract.
The delivery of the Goods by the Seller whether by way of delivery by or for and on behalf of the Seller, direct delivery by a supplier of the Seller or other third party or otherwise.
- "Order" The purchase order placed with the Seller by the Buyer.
- "Specification" The technical or other description (whether as to quantity, quality, price, weight or otherwise) of the Goods shown or referred to in the Contract and any performance schedules and/or other characteristics and details contained, mentioned or referred to therein or prepared in accordance therewith.
References herein to Conditions are, unless otherwise stated, to Conditions in these Conditions of Sale.
The headings are inserted for convenience only and have no legal effect.

2. BASIS OF SALE

All Orders shall be concluded upon the basis of these Conditions of Sale together with any special conditions issued by the Seller to the Buyer at any time prior to or with the Seller's acceptance of the Buyer's Order. Variations and/or qualifications of such Conditions (whether pursuant to Conditions 7.2 or 11 or otherwise) can only be effected by a document signed by a duly authorised officer of the Seller and setting out in full the relevant variations and qualifications.
No terms or conditions submitted by the Buyer to the Seller, irrespective of their date, shall prevail over these Conditions.
All Orders shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions of Sale and acceptance of Delivery shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions of Sale.
The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into a Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
Any reference in these Conditions of Sale to any statutory provision shall be construed as a reference to that provision as amended or re-enacted at the relevant time.

3. QUOTATIONS AND ACCEPTANCE OF ORDERS

Quotations are not offers and may be withdrawn or varied at any time prior to acceptance by the Seller of the Buyers Order for Goods being the subject of the quotation.

4. ORDERS AND SPECIFICATIONS

The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including but not exclusively any relevant Specification) and for providing to the Seller any necessary information concerning the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
If the Goods are to be procured or processed by the Seller in accordance with a Specification (and/or design) submitted by the Buyer, the Buyer shall indemnify the Seller from and against all costs, claims, damages and expenses made against or incurred by the Seller in connection with the settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any third party arising out of the Seller's use of such Specification.
The Seller expressly reserves the right (but accepts no obligation) to make such changes in the Specification of the Goods as are necessary to ensure that the Goods conform with any applicable statutory requirements and the Buyer shall not be entitled to object to or reject the Goods by reason of any such changes.
If it is agreed that the Goods be processed the Seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the standard terms and conditions of business/trade of the third party.

5. PRICE AND PAYMENT

The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price has been withdrawn or is otherwise no longer valid), the price listed in the Seller's published price list (if any) current at the date of acceptance of the Order.
Unless otherwise agreed in writing the price of the Goods includes the cost of Delivery to such address as is agreed in the Contract but does not include VAT or any other taxes or duties (which shall be charged in accordance with current legislation). All other amounts due under the Contract or under the terms of these Conditions of Sale shall be subject to the addition of any applicable value added or other sales tax.
If the Seller agrees to deliver the Goods elsewhere than at the address stipulated in the Contract and/or by express or other special methods of Delivery or shall agree to expedite Delivery or if additional charges arise from Delivery or in charges directly or indirectly affecting the Goods prior to Delivery whether by way of demurrage or otherwise all additional packaging, transport, insurance, demurrage and other costs, expenses or charges thereby incurred (the "Additional Charges") shall be added to the price of the Goods and shall be the responsibility of and paid by the Buyer Save that if any contract made by the Seller to procure the Goods provides for cancellation of such contract in the event of a refusal by the Seller to agree to the Additional Charges, and, if, by virtue of any such provision such contract is cancelled then the Seller shall have the option of cancelling the Contract by notifying the Buyer in respect of any Goods not delivered to the Buyer at that date.
The Seller reserves the right to invoice the Buyer on an interim basis to cover any instalment of Goods delivered.
Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods and for any costs incurred by the Seller pursuant to these Conditions on or at any time after their despatch by the Seller for Delivery to the Buyer unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take Delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered Delivery of the Goods.
All terms, express or implied, relating to the quality of the Goods are warranties only the breach of which gives no right to reject the Goods or terminate the contract in any circumstances whatever.
Subject to any special payment terms agreed in writing between the Buyer & the Seller, the Buyer shall pay the price of the Goods (& any costs incurred by the Seller pursuant to these Conditions) without any deduction within 30 days of the end of the month following the date of the Seller's invoice, notwithstanding that Delivery may not have taken place & the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.
In the event of any payment becoming overdue then, without prejudice to any other right or

remedy available to it, the Seller may:-

- Terminate the Contract;
 - Withhold delivery of the Goods or any part thereof and suspend performance of the Contract until payment is received in full and any times and/or dates stipulated for performance of the Contract shall be extended/postponed accordingly; or
 - Charge interest on the unpaid amount at the rate of 3% above the Bank of England's current base lending rate after as well as before commencement of proceedings for recovery of the same until the date of payment.
- Each Contract shall be subject to the Seller being satisfied as to the Buyer's credit status both prior to and during the period of the Contract. If the Seller becomes dissatisfied with the Buyer's credit status, it may suspend performance of the Contract until it is satisfied as to the Buyer's creditworthiness or is given such security for the price as the Seller shall deem appropriate.
The Seller may at any time, without notice to the Buyer, set off any liability of the Buyer to the Seller against any liability of the Seller or a member of The Sovini Group to the Buyer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Seller may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Seller of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

DELIVERY OF GOODS

Delivery of the Goods shall be made to the Buyer's address or, if the Goods are to be collected by the Buyer, upon such collection from the Seller's address at any time after the Seller has notified the Buyer that the Goods are ready for collection.
Any dates quoted for Delivery of the Goods are approximate only and the Seller shall not be liable for any loss or damage whatever due to delay in Delivery of the Goods howsoever caused. Time for Delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted Delivery date upon giving reasonable notice to the Buyer.

The Seller may effect Delivery by instalments in which case these terms and conditions shall apply to each instalment as though a separate Contract and any failure or defect in any one Delivery will not entitle the Buyer to repudiate the Contract as a whole.

If the Seller fails to deliver the Goods for any reason, [other than any cause beyond the Seller's reasonable control or the Buyer's fault], and the Seller is accordingly liable to the Buyer, the Seller's liability shall be strictly limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods. No claims for other and/or consequential loss or damage shall be allowed in connection with any such non-Delivery.

If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price he shall be deemed to have repudiated the Contract and the Seller may without prejudice to his other rights accept such repudiation without notice as termination thereof.

If the Buyer fails to take Delivery of the Goods or fails to give the Seller adequate Delivery instructions prior to the time stated for Delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may at its option:-

- Be entitled to treat such failure as a repudiation of the Contract and may without prejudice to his other rights accept such repudiation without notice as termination thereof; and/or
- Store the Goods until actual Delivery or sale (as provided in paragraph (c) hereof) and (subject to Condition 8.2 below) charge the Buyer for the reasonable costs (including insurance) of storage; and/or
- Sell the Goods at the best price readily obtainable and (after (in the case of Goods which have been manufactured or processed and/or labelled by the Seller for the Buyer) stripping and relabelling such Goods and deducting all reasonable storage and selling expenses and expenses incurred in stripping and relabelling) charge the Buyer for any shortfall below the price under the Contract. And in any such circumstances it is hereby agreed for the avoidance of doubt, but without limitation, that the Buyer shall fully indemnify and keep indemnified the Seller from and against all costs, claims, damages, losses, liabilities and expenses (including loss of profit) incurred or suffered by the Seller by reason of the failure by the Buyer to take Delivery or to give the Seller adequate Delivery instructions including (without limitation) any such costs, claims, damages, losses, liabilities and/or expenses arising out of the use of lithographed packaging.

On Delivery the Buyer shall mark the Delivery advice note with details of any shortages and/or damaged Goods received and shall forthwith deliver to the Seller a damage report signed by the Buyer in such form as the Seller shall request. Without prejudice to sub-condition 7.8 below, notice of any claim arising out of or in connection with the Contract must be given in writing to the Seller within 7 working days from the date of Delivery, failing which all claims [other than claims arising out of or in connection with defects not discoverable upon reasonable examination of the Goods] shall be deemed to be waived and absolutely barred. Notwithstanding any provision to the contrary in these Conditions, for the avoidance of doubt, the Seller shall be under no liability whatsoever for any shortages or damage in transit in relation to the Goods or for deviation, mis-delivery, delay or detention unless the Seller and the carrier are notified in writing of the same [otherwise than upon a consignment note or delivery document] within 3 days of Delivery and a claim is made on the Seller and the carrier in writing within 7 days after the termination of transit (as defined under the current conditions of carriage of the Road Haulage Association) (in the computation of time for the purposes of this Condition 7, the following days shall not be included in England and Wales: Sunday, Good Friday, Christmas Day or a Bank Holiday and in Scotland: Sunday, 1st and 2nd January, Spring Holiday or Autumn Holiday). In addition, the Seller shall be under no liability whatsoever if any of the Goods or bulk is broken pending settlement of any claim, or, where the Goods collected by the Buyer or the subject of a Delivery, include plywood or particle board, if the marked battens on the packages (if any) are not produced with the Goods for inspection by the Seller. In the case of Goods which have been manufactured or processed by the Seller in accordance with a Specification, within two days of the arrival of each Delivery the Buyer shall (if appropriate) deliver to the Seller a rejection report signed by the Buyer setting out full and accurate details of any material defect by reason of which the Goods delivered are not in accordance with the Specification. For the avoidance of doubt it is hereby acknowledged and agreed that no right of rejection shall arise in the event that the Goods delivered are in accordance (in all material respects) with the Specification or where any change to the Specification has been made by the Seller in accordance with Condition 4.3.
If there is any difference of opinion between the parties as to whether any Goods supplied are in accordance with the Specification the matter shall, at the request of either the Seller or the Buyer, be determined by a person appointed by agreement between the parties at the instance of either party or in default of agreement by the President for the time being of the Liverpool Law Society upon the application of either party.

If the Buyer fails to deliver any such reports as are referred to in Conditions 7.7 and 7.9 then the correct quantity and quality of Goods shall be conclusively presumed to have been delivered and to be in all respects in accordance with the Specification (where applicable) and, accordingly, the Buyer shall be deemed to have accepted and the Seller shall be deemed to have delivered properly the Goods in question and the Seller shall have no liability to the Buyer with respect to those Goods or otherwise.

BUILD LOCAL, BUY LOCAL

WE HAVE A TEAM OF EXPERTS WHO WILL OFFER YOU A PERSONAL SERVICE FROM ORDER TO DELIVERY



OPEN AN ACCOUNT TODAY

FREE LOCAL DELIVERY TO SITE

SPEKE

87 Evans Road
Speke
Liverpool
L24 9PB

BOOTLE

Heysham Road
Bootle
Liverpool
L30 6UR

ECCLES

Unit A6
Lyntown Trading Estate
Lynwell Road
Eccles
Greater Manchester
M30 9QG

ELLESMERE PORT

Unit 5
Merseyton Road
Ellesmere Port
Cheshire
CH65 2AW

ACCOUNT APPLICATION FORM

Does your business currently deal with any other parts of The Sovini Group?
If so, please call **0151 529 7039** or email **accounts.receivableSTS@sovini.co.uk** before completing this form

Were you referred by an employee of The Sovini Group? If so, please let us know their name:

PLEASE COMPLETE THE BELOW IN BLOCK CAPITALS AND BLACK INK

Which account type would you like? Please tick:

Cash Account ☐ **Please complete sections 1 & 4** | Competitive tailored prices. Available to trade & public who do not need a credit facility.

Credit Account ☐ **Please complete sections 1, 2, 3 & 4** | Competitive tailored prices and 30 days of interest free credit (T&Cs apply).

SECTION 1 - YOUR DETAILS

Title		Name		Surname	
Home Address Line 1					
Address Line 2					
Address Line 3					
Postcode					
Telephone Number				Mobile Number	
Email Address					
Company / Partnership name (if applicable)					

SECTION 2 - BUSINESS DETAILS

Trade Category ☐ *Trade ☐ DIY ☐ Self-Build ☐

If Trade – Business Trade or Occupation	
Company Address Line 1 (If different to above)	
Address Line 2	
Address Line 3	
Postcode	
Company registration number	
VAT number	
Company Telephone number	
Fax number	
Accounts Contact Name	
Telephone number	
Email Address	
Invoice / Statement Email Address	
Buying Contact Name	
Telephone number	
Email Address	
Credit Limit Required	
Bank Name	
Sort Code	
Account number	

Purchase Order Number Required

Yes ☐ No ☐

Would you like to be part of our supply chain (if applicable)

Yes ☐ No ☐

SECTION 3 - TRADE REFERENCES (NOT ASSOCIATED COMPANIES)

Reference one

Name	
Address	
Company Telephone number	
Mobile number	
Fax number	

Reference two

Name	
Address	
Company Telephone number	
Mobile number	
Fax number	

SECTION 4

We / I hereby apply for an account and agree to pay accounts as per the terms agreed with the Sovini Trade Supplies sales representative.

Authorised signatory:

Date:

On behalf of:

Position:

All applications are subject to financial checks and goods will not be released until the account is successfully set up.

DATA PROTECTION

Respecting Your Privacy

Sovini Trade Supplies will hold information provided on this form for the purpose it has been collected and not in a manner which is incompatible with those purposes. We will retain information for as long as is necessary for the purposes for which we process it. We will respond to any requests received from you regarding data we hold on yourselves. For further information on our Privacy Policy please see our website.

On opening an account, you agree to receive marketing information from Sovini Trade Supplies, including the latest news, products & services, special offers and branch events.

If you do not wish to receive this information, please tick the box provided ☐

1. Detach and retain the Terms & Conditions of Sale
2. Return your completed application form in several ways
 - Pass to a member of staff at your local branch
 - Email accounts.receivableSTS@sovini.co.uk
 - Post to Sovini Trade Supplies, Heysham Road, Liverpool, L30 6UR
3. Your account will be activated and available for use once you have received written confirmation of your account number.
4. For any enquiries relating to the above please call 0151 529 7039.

FOR OFFICE USE ONLY: (SALES REPRESENTATIVE TO COMPLETE)

30 Days NET		Sales Area	
Account Originator		Allocated Sales Representative	
Customer Type		Home branch	
Price Profile		Part of Supply Chain	Yes <input type="checkbox"/> No <input type="checkbox"/>