

**Terms & Conditions**

This is an agreement between us, JCA Plumbing and Heating Merchants Ltd (JCA) and you to provide an account which you can use to make purchases from us. You will be deemed to have consented to these terms by your use of the account.

1. We will from time to time set a credit limit for the account and tell you what it is. We reserve the right to withdraw or amend this limit at any time.
2. We will only release goods to your agent or representative if they supply a valid purchase order on company headed paper, or an appropriate purchase order, signed by the account holder.
3. You will be given a receipt for any purchases at the time of purchase or you will be sent a receipt with any goods delivered or when services are provided. Please keep these receipts for your records.
4. You will be sent an invoice for each purchase unless we otherwise agree with you in writing. Payment must be made by the last day of the month following the month in which the purchases were made. Any payment to us must be in pounds sterling by way of direct debit, cheque, BACS, faster payments or as otherwise notified by us to you.
5. You will be sent, unless otherwise agreed, monthly statements showing details of all purchases which have been charged to the account.
6. If you do not repay the outstanding balance on the account in full and on time, you may be charged interest at the rate of 2% per month on any such overdue amounts from the due date until the payment is made in full. Interest will be calculated on a daily basis and will normally be added on 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 on 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.
7. We may close the account any time if we give you one months' notice in writing or immediately on us giving you notice if you exceed your 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 distress, execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (admin 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 arrangements with creditors, winding up, dissolution, administration, receivership (admin or otherwise), bankruptcy is taken or made, or you are unable to pay its debts as they fall due.
8. You may end this agreement at any time by giving us notice and by paying in full any outstanding balances on the account.
9. You must tell us immediately if:
  - a. You become aware that the accounts is being misused whether fraudulently or in any other way; or
  - b. The account statement appears to wrongly include an item. Until 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. Where we have good reason to do so, we may cancel, suspend, or restrict the right to use the account.
10. 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.
11. All Goods are sold on the express understanding that Buyers are aware of the requirements and provisions of the Health & Safety at Work Act 1974. The Company takes every care to ensure that Goods offered for sale comply with the above Act when properly used, and will not accept liability in the event of misuse by a Buyer.
12. The Company reserves the right to amend any accidental error or omission without liability.
13. We may send you any 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: JCA Plumbing & Heating merchants Ltd, Unit 6, Boscombe mews, Boscombe road, Southend-on-Sea, Essex, SS2 5JD 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 just be a temporary measure or a special case. We may enforce it again strictly at any time. We may vary these terms on giving you 30 days' notice.
14. This agreement shall be governed by the laws of England or Wales.

It is important that you read and understand the section below by ticking the box you agree that we can use your information to keep you updated via email, SMS, text, telephone and post with the latest news, special offers and deals from JCA Plumbing and heating merchants Ltd. We will not share any personal or company details with third parties. If you prefer not to receive these communications, please tick this box

**By signing this credit agreement you accept that:**

- A) You have read and understood the account terms and conditions above.
- B) The information given by you when applying for this account is correct and that we can rely on it, and you declare to inform JCA of any changes.
- C) You are authorised to bind the account holder to this agreement by signing it.
- D) We reserve the right to decline applications and amend or withdraw credit accounts subject to status and/ or company policy.
- E) We may undertake a search with a credit reference agency for the purposes of verifying your identity and may check details supplied against any particulars on any database (public or otherwise).
- F) In consideration of our agreeing to supply goods to the applicant company on credit, we the undersigned being owner/director/directors of the applicant company (if applicable) jointly and severally **guarantee payment** of all the financial obligations to JCA Plumbing & Heating Merchants Limited and its subsidiaries and successors including financial obligations arising from any increase in the credit limit granted by JCA Plumbing & Heating Merchants Limited or its subsidiaries and successors from time to time following review of the applicant company's account.

Signature:..... Position:.....

Name (print):..... Date: / /