ACCOUNT APPLICATION REQUEST

Please use **block capitals** - return this form by email to **orders@tonymitchell.co.uk**

SECTION A (to be completed by all applicants)

Full Trading Title:			
Trading Address:			
Invoice Address: (If different to above)			
Telephone No:		Established (Years):	
E-mail Address:			
Website Address:		VAT Number:	
Amount of Credit Required:			

SECTION B (to be completed by Sole Traders/Partnerships)

Name:		Home Address:	
Position:			
Tel No:			
Name:		Home Address:	
Position:			
Tel No:			
Name:		Home Address:	
Position:			
Tel No:			

SECTION C (to be completed by Limited Companies only)

Company Name:			
Registered Office Address:			
Company Registration No:		Date Incorporated:	
Ultimate Holding Company:			

I have read and accept the Terms and Conditions of Trade and the Privacy Policy, agree to ensure that accounts will be paid within the terms offered and permit Tony Mitchell Ltd to retain all information within this form for the purpose of managing the account being applied for.

DECLARATION

Signed:		Position:	
		Date:	

Terms and Conditions of Trade

Acceptance

Goods are supplied only on the basis that the purchaser has read, understood, and accepted these Terms and Conditions. By placing an order, the purchaser confirms their acceptance of these Terms and Conditions of Sale, which will apply to all purchases unless otherwise agreed in writing.

Credit Accounts

Before a credit facility can be granted, customers must complete and submit a Credit Account Application Form. Approval of a credit account is at the sole discretion of Tony Mitchell Ltd, which reserves the right to decline any application. Where a credit account application is not approved, Tony Mitchell Ltd has exclusive judgement to decide whether to supply the applicant. If supply is agreed, orders may be accepted on a pro forma basis, with payment required in full before processing or despatch.

Pro Forma Account

Once a pro forma order has been placed, full payment must be received within 14 days of the order date. If payment is not received within this period, Tony Mitchell Ltd reserves the right to cancel the order. Goods will only be despatched once full payment has been received and cleared.

Payment Methods

By cheque payable to 'Tony Mitchell Ltd' or BACS our bank details are:

Account Name: Tony Mitchell Ltd
Acc No: 12993860
Sort Code: 30-15-99

Debit and Credit Card Payments are accepted
American Express not accepted.

Payment terms

Unless otherwise agreed in writing, all accounts are payable in accordance with the payment terms which is 30 days EOM.

Monthly Billing

Accounts are billed on a monthly basis. Invoices issued on or after the 28th day of a calendar month may, at our discretion, be included in the following month's payment.

Pricing

Tony Mitchell Ltd reserves the right to amend prices at any time without prior notice.

All goods and services are subject to VAT at the current rate, except where zero rated.

Tony Mitchell Ltd is committed to providing clear and transparent pricing for all orders. Unless a fixed price has been expressly agreed by both parties prior to despatch, all quoted prices remain subject to change and will be based on the prices, rates, and charges applicable at the time of despatch.

Where a fixed price has been agreed that price will remain valid only for the period and under the terms specified in the agreement. In the absence of such an agreement, the supplier reserves the right to apply the pricing in effect on the date of despatch.

Tony Mitchell Ltd appreciates that external costs can change over time. The customer acknowledges that any increases or adjustments arising before despatch including, but not limited to, changes in supplier costs, material prices, transportation charges, duties, taxes, or other external factors may be reflected in the final invoiced price unless alternative arrangements have been agreed.

Tony Mitchell Ltd will always endeavour to provide advance notice of any significant pricing adjustments wherever possible and continue to work with our customers to ensure a smooth and transparent ordering process.

Overdue Accounts

If payment is not received by the due date, Tony Mitchell Ltd reserves the right to:

- add interest to overdue accounts at 2% per month or thereof, at the discretion of Tony Mitchell Ltd.
- Suspend or withhold further deliveries, services, or credit until the overdue balance has been paid in full.
- Recover any reasonable costs incurred in collecting overdue amounts, including debt collection agency fees, legal costs, and court fees where permitted by law.

Credit Accounts

Credit accounts are subject to approval and may be reviewed, amended, suspended, or withdrawn at any time at our discretion. Tony Mitchell Ltd reserves the right to require payment in advance for future orders if an account falls outside the agreed payment terms.

Disputed Invoices

If you believe there is an error on your invoice, you must notify Tony Mitchell Ltd in writing within **15 days** of the invoice date, providing full details of the dispute.

If Tony Mitchell Ltd does not receive notice of a dispute within this 15 day period, the invoice will be deemed accepted and payable in accordance with our payment terms.

Retention of Title

Ownership of goods remains with Tony Mitchell Ltd until all amounts owing for those goods have been paid in full. Risk in the goods passes to the customer upon delivery unless otherwise agreed in writing.

Delivery & Carriage Charges

Carriage Paid Terms – Carriage is free on all orders of **£175.00 net or more** (excluding VAT), subject to the delivery areas listed below.

Orders under £175.00 net (excluding VAT) are subject to the following carriage charges.

Mainland UK
Order Value : Carriage Charge
Small package (jiffy bag size), up to £175.00 net : £10.00
Standard order, up to £175.00 net : £25.00
£175.00 net or above : **FREE**

Scotland (excluding Grampian/Highland)
Order Value : Carriage Charge
Small package (jiffy bag size), up to £175.00 net : £10.00
Standard order, up to £175.00 net : £30.00
£175.00 net or above : **FREE**

Scotland (Grampian)
Order Value : Carriage Charge
Small package (jiffy bag size), up to £200.00 net : £10.00
Standard order, up to £200.00 net : £45.00
£200.00 net or above : **FREE**

Scotland (Highlands)
Order Value : Carriage Charge
Small package (jiffy bag size), up to £200.00 net : £10.00
Standard order, up to £200.00 net : £65.00
£200.00 net or above : **FREE**

Channel Islands & Isle of Man
Carriage Paid: Minimum order £1,250

Isle of White
Carriage Paid: Minimum order £200

Please note:

- All order values are **net** and **exclude VAT**.
- Delivery charges and service availability are subject to change without prior notice.

Orders received before **12:00 noon** are usually despatched the same working day, with delivery expected on the next working day. Please note that despatch and delivery times may vary during busy periods.

If your order is urgent, please let us know and we will do everything we can to ensure it is dispatched as quickly as possible.

Any delivery dates Tony Mitchell Ltd provides are estimates only and are not guaranteed.

Tony Mitchell Ltd will not be responsible for delays caused by circumstances beyond our reasonable control (Force Majeure) or where delays result from incomplete or incorrect delivery information or instructions provided by the customer.

A Force Majeure event includes, but is not limited to, industrial action, transport or energy network failures, severe weather, natural disasters, fire, flood, war, terrorism, civil unrest, government action, epidemics or pandemics, machinery breakdown, supplier or subcontractor failure, and any other unforeseen event outside our reasonable control that affects our ability to deliver your goods.

Transit Losses and Discrepancies

When accepting a delivery, customers are responsible for checking the goods received and noting any shortages, visible damage, or unchecked items on the driver's delivery docket at the time of delivery. Please ensure that all parcels are counted and always give a clear signature when signing for Goods delivered by our carriers. Failure to record these details on the delivery documentation may result in any subsequent claim for loss or damage being invalid.

Any loss, damage, or discrepancies must be reported to Tony Mitchell Ltd within **48 hours**. Please include your account name, relevant details, and the despatch note number when submitting your notification.

If the entire consignment has not been received, this must be reported within **7 working days from the invoice date**.

Return of Saleable Goods

If you wish to return saleable goods, prior authorisation must be obtained from our Head Office. A potential 10% handling charge will be applied to all approved returns, at the discretion of Tony Mitchell Ltd.

Please ensure that all returned goods are accompanied by the required documentation, including your account name and number, despatch note number, and the reason for the return. This information will help us process your return efficiently.

Faulty Goods

If you believe that any goods supplied are faulty or not as ordered, you must notify Tony Mitchell Ltd in writing within **14 days** of receiving the goods.

Please contact Tony Mitchell Ltd before returning, repairing, replacing, or otherwise dealing with the goods. We will assess the issue and, where applicable, pass on the benefit of any manufacturer's guarantee or warranty.

Any goods that are proven, to the satisfaction of Tony Mitchell Ltd, to be faulty due to defective materials or workmanship will, at our discretion, be repaired or replaced free of charge or credited.

Tony Mitchell Ltd reserves the right to inspect any goods reported as faulty before agreeing to a repair or replacement. We cannot accept responsibility for goods that customers choose to repair or replace, or provide free of charge to their own customers, without our prior written approval.

Except as set out above, Tony Mitchell Ltd accepts no further liability in respect of faulty goods and shall not be liable for any direct, indirect, incidental, or consequential loss or damage arising from the supply of the goods, except where liability cannot be excluded or limited by applicable law.

Risk

Risk in the goods passes to the customer at the agreed point of delivery. Insurance covering the full value of the goods will be maintained up to that point.

Offshore Deliveries & Back Orders

Tony Mitchell Ltd does not ship back ordered items separately to offshore locations.

Please note that Tony Mitchell Ltd will hold back ordered items for a **maximum of 3 months**. If they have not been despatched within this period, the back order will be cancelled.

Privacy Policy

This privacy policy sets out how Tony Mitchell Ltd. uses and protects any information that provided when you use this website. Tony Mitchell Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this policy. We may change this policy from time to time by updating this page. You should check this page regularly to ensure that you are happy with any changes.

Under the requirements of data protection legislation, we have a legal duty to protect any personal information we collect from, or hold, about you. We do not pass on your details to any third party unless you explicitly give us permission to do so.

What we collect

We may collect the following information:

Name
Contact information including email address
Demographic information such as postcode, preferences and interests
Other information relevant to customer offers

What we do with the information we gather

We require this information to understand your needs, provide you with a better service and for the following reasons:

Internal record keeping.
Improving our products and services.
Periodically sending promotional emails about new products, special offers or other information which we think you may find interesting using the information you have provided.

Security

We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Retention of data

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

Review

This document will be reviewed at any time where there is a significant change to systems/procedure and, at minimum, will be reviewed annually. The policies contained within this document represent the security responsibility of all Tony Mitchell Ltd staff, employees and volunteers. They are to be adhered to at all times and locations whenever Tony Mitchell Ltd activities are being performed.

Contact

If you have any questions regarding this statement or you wish to discuss your data, you can contact Tony Mitchell Ltd via the following contact information:

Address – Unit 5, Station Road Industrial Estate, South Molton, Devon, EX36 3LH
Telephone – 01769-574685
Email – sales@tonymitchell.co.uk