



ONLINE TRADE CASH ACCOUNT APPLICATION FORM

Send to: Marketing Department, Tileflair Ltd, Highwood Lane, Bristol BS34 5TQ

BUSINESS NAME	
BUSINESS ADDRESS	
POST CODE	
EMAIL ADDRESS	
TELEPHONE	
MOBILE	
CONTACT NAME	<i>First Name</i> <i>Surname Name</i>

PRODUCT USAGE

To comply with packaging regulations

I will use the product(s) myself e.g. Fixer

I will sell the product(s) onto someone else e.g. Shop

Other (Neither of the above) Please state:

BUSINESS TYPE Tick one box only (main activity)

<input type="checkbox"/> Interior Designer (C01) <input type="checkbox"/> Hotel (C02) <input type="checkbox"/> Shopfitter (I03) <input type="checkbox"/> Builder/Construction Co/Property Maintenance (I04) <input type="checkbox"/> Plumber/Heating Eng/Electrician (I05PE) <input type="checkbox"/> Decorator Handyman (I05DH) <input type="checkbox"/> Bathroom Installer (I05BA) <input type="checkbox"/> Kitchen Installer (I05KI) <input type="checkbox"/> Carpenter (I05CA)	<input type="checkbox"/> Builders merchant (R07)
	Tile Retailer <input type="checkbox"/> Supply and Fix (R08UI) <input type="checkbox"/> Supply Only (R08IX)
	Bathroom and/or Kitchen Retailer and Tile Retailer <input type="checkbox"/> Supply and Fix (R09PX) <input type="checkbox"/> Supply Only (R09ON)
	<input type="checkbox"/> Conservatory Supplier (R10)
Tiler <input type="checkbox"/> Contracts (I06CO) <input type="checkbox"/> Retail (I06RE) <input type="checkbox"/> Housebuilder (I06HB) <input type="checkbox"/> Contract/Housebuilder & Soft Flooring (I06SF) <input type="checkbox"/> Contract Housebuilder & Decorator (I06DE) <input type="checkbox"/> Drylining Specialist (I06DL)	Housing Developer <input type="checkbox"/> Large (100+ houses per year) (H11LA) <input type="checkbox"/> Medium (30-99) (H11ME) <input type="checkbox"/> Small (1-29) (H11SM)

I hereby accept the Terms and Conditions for goods purchased on Tileflair's website as a Trade Cash Account customer.

Signature.....Date.....

Print Name.....on behalf of.....*Company Name*.....

- ★ PLEASE SEND YOUR BUSINESS CARD OR LETTER HEAD WITH THIS APPLICATION
- ★ ALL FIELDS MUST BE COMPLETED BEFORE THE ACCOUNT CAN BE SET UP



TILEFLAIR LIMITED

Registered Office Highwood Lane etc.

Registered Number: etc VAT Reg. No.885438869

Terms and Conditions for goods purchased on our Website by a Trade Cash Account Customer

General

1.1 The following conditions of sale shall apply to the purchase of goods from Tileflair Limited ("the Company") by you as a Trade Cash Account Customer acting for purposes of your trade business or profession ("the TCAC") to the exclusion of all other terms and conditions which the TCAC may purport to apply under any purchase order, confirmation of order or similar document.

1.2 The TCAC acknowledges acceptance of these Conditions of Sale on the placing of an order with the Company.

1.3 These conditions may not be varied except by the agreement in writing of the Company.

1.4 If the TCAC is a consumer statutory rights are not affected

Definitions

2.1 'goods' means the tiles or other products which the TCAC orders from the Company.

2.2 'price' means the price for the goods excluding (where applicable) delivery charges, packing, insurance and vat.

2.3 'working day' means a Monday to a Friday inclusive but excluding Bank Holidays and the Company's Christmas and New Year Holiday closures as specified on the Company website.

Description of goods

3.1 All descriptions, specifications and advertising on the Company website are for the purposes of giving an impression of the goods only and cannot be relied upon for selecting a purchase. Any typographical, clerical or other error of omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on behalf of the Company.

3.2 The Company operates a sample policy as set out below to assist the TCAC.

Price

4.1 Prices quoted are based on current costs and subject to alteration to take account of any rise in such costs or if there has been an error or omission.

4.2 If the price changes, the Company will give notice to the TCAC who will have an opportunity to withdraw by giving notice to the Company to that effect within 48 hours of receipt of notice of alteration.

Samples

5.1 Before placing an order the TCAC may order up to 6 sample pieces of plain tiles only free of charge. Sample sizes will be approximately 100 x 100 mm.

5.2 Shade variation is an inherent part of the manufacture of ceramic tiles particularly in the decorative effects and goods supplied may not reflect precisely the shade of sample material.

Ordering Goods

6.1 To order goods the TCAC should follow instructions on the Company's website.

6.2 It is the responsibility of the TCAC to order a sufficient quantity of tiles for the area to be tiled and the Company cannot guarantee that any subsequent order can be fulfilled with the same batch and shade of tiles.

6.3 It is recommended to check receipt of a complete and satisfactory order before making arrangements for a tile fixer to commence work.

Availability of Goods

7.1 All goods are subject to availability but if they are in stock in the Company's warehouse then goods would normally be despatched within 3 working days excluding day of order. Time for delivery of goods shall not be of the essence.

7.2 If suppliers or the Company are temporarily out of stock for any reason the Company will notify the TCAC of the anticipated date of availability for despatch and if this is longer than 14 days then the Company will give the TCAC the opportunity to cancel the order and to obtain a refund of any payment made in full.

7.3 The Company will not be responsible for compensating the TCAC for any losses which may be suffered if the Company is not able to supply the goods for any reason within these times.

Payment

8.1 When the TCAC orders goods payment may be made by most major credit or debit cards including Mastercard, Visa and Maestro.

8.2 The TCAC must give full address including postcode and telephone number which must be the same as the credit card or debit card bank has on file for the TCAC.

8.3 The order will only be processed when authorisation for payment has been correctly received.

Delivery Charges

9.1 Orders under £100 (net of VAT) for delivery within mainland UK, Isle of Wight and Isle of Man will be subject to a delivery charge for which a quotation will be given on request.

9.2 Orders of £100 or more net of VAT for delivery within mainland UK, Isle of Wight and Isle of Man will be delivered free of charge.

9.3 Orders of any value for delivery outside mainland UK, Isle of Wight and Isle of Man will be subject to a delivery charge for which a quotation will be given on request.

Delivery Times

10.1 Goods ordered, where available, will normally be despatched within 3 working days excluding day of order and will only be delivered to the cardholder's registered billing address. Time for delivery of goods shall not be of the essence.

10.2 Delivery will normally be between Monday and Friday during the hours of 9 a.m. and 5 p.m. and delivery options are available to view on the Company website.

10.3 Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of the goods however caused. The goods may be delivered by the Company in advance of the quoted delivery date.

10.4 If the Company is unable for any reason to deliver the TCAC's order within 14 working days of the order, the TCAC has the right to cancel the order and the Company will refund any money paid by the TCAC for the goods. The Company will not be responsible for any losses suffered by the TCAC for late delivery or inability to deliver.

10.5 If the TCAC is not present the driver will not leave the goods as there must be an authorised person to sign for and accept delivery.

10.6 If an additional visit has to be made for attempted delivery then an additional charge of £25 will be incurred by the TCAC which must be paid to the Company in advance of delivery.

Risk

11.1 The risk in the goods shall pass to the TCAC on delivery.

Damage

12.1 The TCAC should examine all goods on delivery to be satisfied that the goods are undamaged, of the correct quantity and in accordance with the contract.

12.2 Any damage in transit to the goods, shortages or errors must be written on the delivery note at the time of delivery.

12.3 If any of the goods are received in a damaged condition or if there are any shortages or errors then the TCAC must inform the Company in writing of the exact amount missing or the extent of the damaged goods within two working days of the delivery

- 12.4 The Company may make arrangements to collect all damaged or faulty goods on request and if they are found to be damaged or faulty then the Company will arrange for replacements or make an appropriate refund.
- 12.5 It is the responsibility of the TCAC to check tiles for shade variation, visible defects or discrepancies of any kind before any tiles are fixed.
- 12.6 No complaints can be accepted after the tiles have been fixed.
- 12.7 If the TCAC is a consumer statutory rights are not affected.

Cancellation

- 13.1 If the TCAC is not totally satisfied with the order for any reason, the TCAC has the right to cancel the order within 7 working days from the date of delivery for a full credit or refund less any applicable delivery charges.
- 13.2 A cancellation request by the TCAC must be put in writing and received by the Company within the 7 working day period.
- 13.3 The TCAC will be responsible for the return of goods and any associated costs of return. Refunds or credits for goods will only be made if goods are received back complete and in a re-saleable condition.
- 13.4 Returns must be made within 28 days and must be accompanied with a copy of the despatch note.
- 13.5 If the TCAC is a consumer statutory rights are not affected.

14. Privacy Policy

We are committed to protecting your privacy. We will only use the data which we collect about you lawfully in accordance with the Data Protection Act 1998. We will own and control the data collected on our site, which we may use for our internal marketing and to improve our site.

We do not disclose this data to third parties, unless required by law or court order. However even then, we will at all possible times control and be responsible for that use of your data. We collect personal data, which you voluntarily submit to us, for example when you complete a form on the site. We may use this data to provide you with newsletters and other information which you may have requested.

If you supply us with your postal address on-line, you may receive such mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by sending an email to us or write to us at the mailing address shown above. Please provide us with your exact name and address.

Persons who supply us with their telephone numbers on-line may receive telephone contact from us with the information regarding new products and services or upcoming events. If you do not wish to receive such telephone calls, please let us know by sending an email to us or write to us at the mailing address shown above. Please provide us with your correct phone number.

This website, as well as some others maintained by us, may place a "cookie" in the browser files of a user's computer. The cookie itself does not contain any personally identifying information. These cookies help our website better serve the user, and are recorded specifically for that purpose.

We take appropriate steps to protect your data both on-line and off-line. We ensure that our suppliers use firewalls and SSL encryption to protect the information on our web servers.

We may use IP addresses to analyse trends, administer our site and track your movements whilst on the site. IP addresses do not supply us with personally identifiable data. Our site contains links to other sites. Please note that we are not responsible for their privacy practices.

Changes to this privacy statement: We may change this statement at any time by posting revisions on our site. Each time you enter the site, you agree that the privacy statement current at that time shall apply to all data which we hold about you.

Consent: By using our site, you consent to our use of your personal data in the manner set out in this privacy statement.