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**ACCOUNT APPLICATION FORM**

|  |  |
| --- | --- |
| Business Name: | Click here to enter text. |

**BUSINESS DETAILS**

|  |  |
| --- | --- |
| Company Trading Name: | Click here to enter text. |
| Proprietors Name: *(If sole trader)* | Click here to enter text. |
| Names Of Partners: | Click here to enter text. |
| Company Registration Number: | Click here to enter text. |
| VAT Registration Number: | Click here to enter text. |
| Address: | Click here to enter text. |
| Postcode: | Click here to enter text. |
| Telephone Number: | Click here to enter text. |
| Email Address: | Click here to enter text. |
| Website Address: | Click here to enter text. |
| Number of Employees: | Click here to enter text. |
| Year Business Founded: | Click here to enter text. |
| Amount of Monthly Credit Requested: | £ Click here to enter text. |

**CONTACT DETAILS**

|  |  |
| --- | --- |
| **Procurement, Buyer, Order Placement or Main Contact** | |
| Name: | Click here to enter text. |
| Phone Number: | Click here to enter text. |
| Email Address: | Click here to enter text. |
|  |  |
| **Accounts Payable** | |
| Name: | Click here to enter text. |
| Phone Number: | Click here to enter text. |
| Email Address: | Click here to enter text. |

**TRADE REFERENCES**

|  |  |
| --- | --- |
| Company Trading Name: | Click here to enter text. |
| Telephone Number: | Click here to enter text. |
| Email Address: | Click here to enter text. |
| Address: | Click here to enter text. |
| Company Trading Name: | Click here to enter text. |
| Telephone Number: | Click here to enter text. |
| Email Address: | Click here to enter text. |
| Address: | Click here to enter text. |

**CONFIRMATION**

|  |  |
| --- | --- |
| Name: | Click here to enter text. |
| Position: | Click here to enter text. |
| Authorised Signature:  *If possible please insert image of authorizing signature. Otherwise print completed form and sign manually, scan then return.* |  |
| Date: | Click here to enter text. |

**Please note all invoices are to be paid in full within 30 days from invoice.**

**Thank you for fully completing this document**

**PLEASE RETURN TO: E-mail: accounts@progreen.co.uk  
If you have any queries please call 01778 394052**

**TERMS AND CONDITIONS**

Definitions

In these terms and conditions ‘the Seller’ means ProGreen and ‘the Buyer’ means the purchaser of ‘the Goods’ meaning goods, products or services from ‘the Seller’ under these terms and conditions. ‘The website’ means [www.progreen.co.uk](http://www.progreen.co.uk/) and transactions received by other third party websites.

Cancellation and Acceptance of Orders

All contracts are made and all orders are accepted by ProGreen on the basis that these conditions are the only terms and conditions upon which the Seller supplies the products, goods or services (‘the Goods’) to the buyer and no other terms or conditions are accepted unless approved by the Seller in writing

Orders accepted by the Seller may only be cancelled with the Seller’s prior written consent and prior to despatch

Prior to despatch non-standard items, special order and perishable items cannot be cancelled, you will be made aware of any of these products prior to placing your order.  
Orders cannot be cancelled once ‘the Goods’ have been despatched or confirmed with the Seller, without contacting the Seller to discuss

Orders become binding upon the submission of ‘the Buyers’ order to ‘the Seller’ this can be via phone, the website, email or a purchase order

Prices

Prices and special offers are correct at the time of the goods being displayed on the Progreen website and any third party websites but can be subject to change without notice. All prices on the ProGreen website exclude VAT, at the UK ruling rate, plus delivery costs and insurance unless otherwise specified.

Where third parties are involved their pricing policy may operate under a separate level of terms and conditions, which will apply. Details of these can be obtained on request from Progreen.

The price payable for the Goods is subject to alteration at the Seller’s discretion by notice to the Buyer at any time before delivery.

Delivery

Delivery of goods, unless otherwise specified, shall be made by the Seller to an address specified by the Buyer. If amends are made by the Buyer to any delivery address once the order has been despatched the Buyer will be liable for any additional delivery charges that may be incurred by the Seller.

Any delivery date or dates, which may be quoted verbally or in writing, are estimates only. The Seller shall not be liable for failure to deliver by such dates, or for any damage or loss arising directly or indirectly out of delay in delivery, as all times for delivery are quoted in good faith.

If the Buyer is not available for acceptance/receipt of their order from the Supplier’s delivery service they will be liable for any additional delivery costs that may be incurred when trying to make further re-delivery attempts or for the returning of products to the Supplier.

Special delivery services can be quoted for upon request.

Where third party suppliers are used to make deliveries for ProGreen a separate level of terms and conditions may apply. Details of these can be obtained from Progreen on request.

Shortages, Damages and/or Loss

The Buyer shall inspect Goods immediately upon delivery and give notice of any shortages, damages or order errors within 48 hours in writing to the Seller giving account of the issues.

Claims for non-delivery of products must be submitted in writing, email or via phone to the Seller within seven days after an order placement or receipt of a delivery note, whichever is the earlier.

Goods or products that make up an order may be sent in instalments, where this occurs the Seller will accept any additional delivery charges at their cost.

If written notice, an email or a phone call is not received within the above time limits, the Seller shall be cleared of all liability in respect of any shortages, damages or errors.

Product Ownership and Liability

On delivery and order all risks will pass to the Buyer of the goods. Ownership of Goods will remain with the Seller until payment has been made in full for the Goods and any other outstanding sums due to the Seller has been paid.

Until payment has been received by the Seller, the Buyer must hold the Goods on a fiduciary basis only and shall store the Goods such that they are clearly identifiable as being the property of the Seller. Access shall be provided by the Buyer for the Seller to investigate the Goods and access collection where necessary.

In the event of the Buyer (any individual or individuals) going into liquidation, having a winding up order put against them, being put under receivership or declaring bankruptcy then the Seller shall have the right to gain access to the Buyer’s premises and retake possession of the Goods.

The Buyer has the right to use the Goods in the ordinary course of his business.

Return of Goods

Goods may only be returned to the Seller with prior written agreement from the Seller, the reference number must be quoted on all accompanying documentation. Goods must be returned within fourteen days of receipt, unused, in perfect condition and sent back in their original packaging. Unless agreed with the Seller in writing the Buyer will be liable for all return costs of products to the Seller.

The Seller accepts no responsibility for lost parcels without receipt of proof of postage. The Buyer is responsible for ensuring all goods are returned via an appropriate courier and that all relevant legislation is complied with.

If goods have been ordered in error or are not as expected, a returns authorisation must be requested. The reference number issued by the Seller must be quoted on all accompanying documents. Goods must be returned within fourteen days of receipt, unused, in perfect condition and sent back in their original packaging. Failure to do this on the part of the Buyer will void the buyers right to a full refund. Carriage for returned items is to be paid by the Buyer, your statutory rights are not affected. The Buyer is responsible for ensuring all goods are returned via an appropriate courier and that all relevant legislation is complied with.Certain products which have specific use by dates or are manufactured to a Buyers specification may be non-refundable, the Buyer will be made aware of these.

Items which are received damaged or faulty can be returned for a refund or exchange. Any costs spent by the Buyer in sending the item back will be refunded by their original payment method and on producing a relevant receipt.

The Seller will only accept returned goods where the shelf life expiry is less than three months on the goods purchased or agreed prior to return in writing with the Seller.

Where third party suppliers are used to make deliveries for ProGreen a separate level of terms and conditions may apply. Details of these can be obtained on request from ProGreen.

Credit Accounts/Account Customers

Unless agreed by ‘the Seller’ in writing, standard payment terms state ‘payment is due 30 days’ from your invoice date. Known as the ‘Due Date’

Interest will be charged at 5% on all monies that are outstanding after the relevant Due Date. The Buyer shall in addition pay to ‘the Seller’ all legal and other fees, costs and expenses incurred by ‘the Seller’ in collection of any payments not made by the said Due Date

If full payment of both the invoice and interest charges have not been made within 4 months of the invoice date (Due Date), then the Seller will commence court proceedings to recover the debt.

The Seller has the right to terminate any or all contracts with any Buyer including credit accounts/account customers where:

* The buyer fails to pay monies owed based on the Sellers payment terms
* The buyer goes into liquidation, administration, receivership, insolvency or bankruptcy
* The Seller has any doubt to the Buyers credit worthiness
* The Seller has any doubt that their products are being used outside of the legislative guidelines
* The Buyer commits any breach of their contract

Unless agreed by ‘the Seller’ payment for all training courses must be taken at the time of booking.

**Training Courses – Payment, Refund and Cancellation**

All orders placed through the ProGreen website for training courses will take payment in full via a credit card, cheque or cash. Where clients, such as local authorities, businesses and schools wish to make payment via an invoice using BACS or cheque an invoice will be raised by ProGreen.

When paying by credit card, cheque or cash the course fees are payable in full at the time of booking. Upon receipt of your order and payment your place will be reserved and confirmed.

When a booking is placed for training the Buyer accepts the Supplier’s payment, refund and cancellation policy.

Cancellation charges will in most instances apply but will depend on when the written cancellation is received by ProGreen. The refund rates are as follows:

Full refund – over four weeks cancellation notice

50% refund – two to four weeks cancellation notice

No refund – less than fourteen days cancellation notice unless in exceptional circumstances. Proof of reason for cancellation may be requested.

No refund will be given for not attending a course or if no ‘reasonable’ prior notice is given that is agreed to in writing by Progreen.

If you are unable to attend an alternative person can attend in your subject as long as the replacement person has the required experience or qualifications for the course and prior agreement has been made with ProGreen. No charges will be made for this if the course is wholly run by ProGreen.

We reserve the right to change the timings, content, date, venue and instructor of the course at any time. Cancellation of the course can be taken at any time up to and including the date of the course if insufficient bookings have been received or due to unforeseen circumstances. ProGreen, where possible, will aim to give as much forward notice of any cancellations and endeavour to re-arrange the course where possible. Where ProGreen have cancelled the course, attendees will be given the option of a full refund or to reschedule to a suitable course in the future. ProGreen does not accept any further liability for loss of earnings or any other damages associated with the cancellation of a course.

Where third party suppliers are used to deliver training on behalf of ProGreen a separate level of terms and conditions may apply. Details of these can be obtained on request from ProGreen.

All assessment and examination fees will be paid directly to the respective examination / assessment body. All legal terms and conditions of the examination / assessment body will apply to the candidate. Where assessments or examinations are undertaken it is the responsibility of the candidate to arrange all reassessment details and payments directly with the examining/assessment body.

General

Goods are sold on the understanding that they will only be used for their intended purpose and within the relevant UK legislation. The Seller accepts no responsibility for trained or untrained personnel without qualified supervision using or misusing the goods and equipment supplied by the Seller.

All offers on the Website are subject to stock availability and the Seller reserves the right to restrict or refuse any order at any time.

We take care at all times to ensure correct sizes, specifications, descriptions are provided and that products are reasonably fit for purpose. All sizes, specifications, descriptions are given as a guide and in good faith, these can be subject to alteration by the Seller without notice. All colours are as near as displayed on a computer monitor.

All stock is allocated on a first come first served basis once your order reaches our main server. The Seller does not guarantee the availability of any item based on the stock figures shown.

Disputes

The Buyer will not be permitted to withhold payment of any monies accurately invoiced by the Due Date because of any dispute/claims against the Seller

Guarantee & liability

All items are guaranteed to the manufacturer’s warranty and will be reasonably fit for the purpose on the product label or in the suppliers and ProGreen’s current literature. The Sellers liability for any direct loss or damage resulting from any breach of contract, faulty product or any other cause howsoever arising will be limited to the purchase price of the Goods. The Seller in no circumstances will be liable for any indirect or resultant damage that has been incurred through use of purchased products from the Website.