



# Self Builder & Home Improver

Credit Account Application Form

## Guidance Notes

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**We aim to process all applications promptly. Applications that are incorrect or incomplete will be delayed, so please read and then complete this application carefully.**

By opening an account with Huws Gray Ltd, you agree to be bound by our Self Builder & Home Improver Terms & Conditions located on pages 6, 7 & 8 of this form.

- Please pay particular attention to the Data Protection Notice & the Terms and Conditions before you sign this form.
- Please ensure that you provide suitable evidence of each applicant's home address. Examples of this include a Council Tax bill, Telephone bill, Bank or Building Society statement or Credit Card statement dated within the last 3 months.
- Acceptable forms of ID include a valid passport or driving license. All proofs of ID will be photocopied by our branch staff and retained on file. Once this form is completed your local branch will process the application.
- If you're not applying directly in a branch, you can take a copy of your documents and post them with your application form to your local branch for processing.
- If you choose to and have their permission to do so, you can provide your builder's details, account number and shared password to allow them to order materials on your behalf.

# Part 1: Credit Account Application

## Main Contact Details

Title: Mr/Mrs/Ms/Other (please specify) \_\_\_\_\_ Name \_\_\_\_\_

Current Address \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ Date Of Birth \_\_\_\_\_

Address Of Proposed Building \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

You will receive your Invoices & Statements electronically by email from [customer.account@huwsgray.co.uk](mailto:customer.account@huwsgray.co.uk)

Please provide email address for invoices: \_\_\_\_\_

Please provide email address for statements: \_\_\_\_\_

Do you own your current property?  Y  N

We will supply on a verbal order  Y  N An order logging system will be used  Y  N

What is the expected starting date for the project? \_\_\_\_\_

Branch where you intend to trade \_\_\_\_\_

**Employment:** please give recent employment details:

Company \_\_\_\_\_

Date From \_\_\_\_\_ Date To \_\_\_\_\_

Reference: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

## Second Applicant Contact Details (if applicable)

Title: Mr/Mrs/Ms/Other (please specify) \_\_\_\_\_ Name \_\_\_\_\_

Current Address \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ Date Of Birth \_\_\_\_\_

**Employment:** please give recent employment details:

Company \_\_\_\_\_

Date From \_\_\_\_\_ Date To \_\_\_\_\_

Reference: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

## Builder's Details (if applicable)

Title: Mr/Mrs/Ms/Other (please specify) \_\_\_\_\_ Name \_\_\_\_\_  
Current Address \_\_\_\_\_  
\_\_\_\_\_ Postcode \_\_\_\_\_  
Account Number(s) held with Buildbase \_\_\_\_\_  
Builder's Password \_\_\_\_\_

## Your Bank Details (if applicable)

Name and Address of Bank/Building Society funding this project (please attach copy of 'Letter of Intent')  
Bank/Building Society Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Account Sort Code \_\_\_\_\_

## Key Privacy Information and Consent

### HOW INFORMATION ABOUT YOU WILL BE USED KEY PRIVACY INFORMATION

Welcome to Huws Gray Ltd's privacy and consent policy.

Huws Gray are committed to transparency in our dealings with customers, and to obtaining your consent to processing where appropriate.

Our full privacy notice, explaining how and why we use your personal data can be found at:  
<https://www.huwsgray.co.uk/shop/privacy-policy>

Where you apply for or operate a credit account with us, please particularly note the following:

We may share your personal data with credit reference agencies, fraud prevention organisations and other such companies for use in credit decisions, for fraud prevention and to pursue debtors. They will keep a record of that search and will share that information with us and other businesses. In some instances, we may also make a search on the personal credit file of principal directors.

Huws Gray Ltd may also pass or share your information with carefully selected third parties for the purposes of account opening, credit vetting and account management. Should it become necessary to review the account at any time, a further credit reference may be sought, and a record kept. We will monitor and record information relating to your trade performance and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. For the purposes of credit referencing we may also share information with other businesses in the same or related sectors.

By submitting information on this form, you confirm that you have drawn to the attention of all relevant individuals, including but not limited to partners and directors and other householders whose details may be obtained as a result of checks against the addresses you provide, our privacy notice and, in particular, the information above.

## MARKETING CONSENT

From time to time we would like to send you information about our products and services which could include discounts and events at your local branch, new products and updates to our ranges, hospitality invites, new or extended services and promotions such as rewards schemes. We may like to contact you, by post, telephone, email or SMS. If you agree to being contacted in this way, please tick all of the relevant boxes.

Its ok to contact me by:

Post

Phone

Email

SMS

## FURTHER INFORMATION

For further information on how your information is used, how we maintain the security of your information, and your rights in relation to information we hold on you, please contact:

Compliance Officer  
Huws Gray Ltd  
Head Office  
Llangefni Industrial Estate  
Llangefni  
Angelsey  
LL77 7JA

or by emailing [Dataprotection@huwsgray.co.uk](mailto:Dataprotection@huwsgray.co.uk)

## Please read and complete all pages BEFORE signing the section below

- 1) I make this application to open a Self Builder & Home Improver Credit Account with Huws Gray Ltd on the terms set out here and in our standard Self Builder & Home Improver Consumer Terms and Conditions of Sale on pages 6, 7 and 8 of this application (the "General Terms").
- 2) We accept that payment is due promptly at the end of the month following the date of invoice and that if granted credit, I agree to pay in accordance with the General Terms.
- 3) I accept liability for all purchases made using my account details and my password (including those made by any third party).
- 4) To avoid any further liability for any third party purchases on the account, I acknowledge that it is my responsibility to either request we change the password or notify us in writing to suspend the account.

Credit Limit Requested

Signature Of Applicant(s)

Print Name(s)

Date



**THESE TERMS ONLY APPLY IF YOU ARE A CONSUMER. THAT MEANS THEY ONLY APPLY IF YOU ARE AN INDIVIDUAL BUYING GOODS FROM US WHOLLY OR MAINLY FOR YOUR PERSONAL USE (RATHER THAN FOR USE IN YOUR TRADE, BUSINESS, CRAFT OR PROFESSION).**

**SEPARATE TERMS APPLY TO CONTRACTS WE ENTER INTO WITH PERSONS WHO ARE NOT CONSUMERS.**

If you enter into a contract with us as a consumer, these terms will apply and will be legally binding on you. You should therefore read these terms carefully before placing your order.

These terms tell you who we are, how we will provide Goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Please contact us if you believe that there is any mistake in these terms.

You should also print out and keep a copy of these terms and your order/order confirmation for future reference.

1. Information about us and how to contact us

1.1 Who we are: We are Huws Gray Limited (trading as Buildbase, Huws Gray Buildbase, Civils & Lintels, PDM, PDM Buildbase, Hirebase, Electricbase NDI and Lloyd Worrall); a limited company registered in England and Wales under registration number 2506633 and have our registered office at Head Office, Llanfenni Industrial Estate, Llangefni, Wales LL77 7JA.

1.2 How to contact us: You can contact us by:

1.2.1 by email to customer-support-north@huwsgray.co.uk

1.2.2 by telephoning your local branch or your regional credit office, details of which can be found on your invoices or statements.

1.2.3 by telephoning us on +44 (0)141 732 8727

1.2.4 writing to us at Huws Gray Ltd. Credit Management, 302 Drumoyne Road, Glasgow G51 4DX

1.3 If we need to contact you, we will do so by telephone or by writing to you at the email and/or postal addresses you provided to us in your order. When we refer to 'writing' or 'written' in these terms, we include emails.

2. Definitions

The following words shall have the following meanings in these terms:

'Contract' means the contract for the supply of Goods on these Terms;

'Distance Contract' means a Contract made by telephone, mail order or over the internet (i.e. using this website);

'Goods' means the Goods supplied to you by us;

'Off-Premises Contract' means a Contract in respect of which one of the following is true: - it is concluded in the simultaneous physical presence of you and us in a place which is not our business premises; - an offer was made by you in the simultaneous physical presence of us and you in a place which is not our business premises; - it is concluded on our business premises or through any means of distance communication immediately after you were personally and individually addressed in a place which is not our business premises; or - it is concluded during an excursion organised by us with the aim or effect of promoting and selling goods or services to you;

'Distance Contract' means a contract concluded between you and us exclusively by telephone, email, online or some other means of communicating at a distance;

'On-Premises Contract' means a contract between you and us which is neither an Off-Premises or Distance Contract.

'Estimate' means our written indication of the likely cost and specification of the Goods if you were to place an order with us;

'Terms' means these terms and any special terms agreed in writing between you and us;

'We,' 'we,' 'Our,' 'our,' 'Us,' 'us' means Huws Gray Limited, including its employees and agents; and

'You,' 'you,' 'Your' and 'your' means you the person seeking to purchase Goods from us.

3. The Basis of Our Agreement

3.1 Any Estimates or quotations supplied to you by us do not constitute an offer to enter into a contract with you.

3.2 A legally binding contract for the sale of Goods will only be created between you and us after we have received and accepted your order.

3.3 Your order will only be accepted when we email you to confirm acceptance in writing.

3.4 When we accept your order, a legally binding contract will come into existence between us and these terms, will apply to that contract.

3.5 We intend to rely on these terms and your order. If you require any changes, please make sure you ask for them to be put in writing. This can help avoid any problems about what you expect from us and what we expect from you.

3.6 We may change our standard terms without notice to you. Changes which we make will not apply to contracts which exist when the changes are made, unless you agree to this, but they shall apply to any future contracts.

3.7 When providing any advice to you concerning the suitability of any Goods for a purpose you make known to us, we shall rely upon the information that you provide to us. You must ensure the accuracy of any information you provide to us including any applicable design, drawing or specification and you must give us any necessary information within sufficient time to enable us to perform the Contract in accordance with these Terms.

3.8 We do not accept orders for Goods which are required to be delivered outside the United Kingdom or deliver Goods outside the United Kingdom.

4. The Description and Price of the Goods

4.1 We reserve the right to vary the price of the Goods at any time before you submit your order. If you submit an order and we vary the price of Goods before the order is accepted, we may not accept the order and

may instead ask you to resubmit an order for the Goods at the new price if you wish to do so.

4.2 The images of Goods on our website are for illustrative purposes only. We cannot guarantee that a device's display of the colours of a Product accurately reflects the colour of the Goods. The Goods we supply to you may vary slightly from those images.

4.3 The Packaging of our Goods may vary from that shown in images on our website.

4.4 If you wish to make a change to a Good you have ordered please contact us and we will let you know if this is possible. If it is, we will let you know about any changes to the price of the Goods, changes to delivery times, anything else which is necessary as a result of the change and will ask you if you wish to proceed with the change.

4.5 Whilst we try to ensure that all descriptions and prices are accurate and are kept up to date, errors may occur. If we discover an error in the price or description of the Goods you have ordered:

4.5.1 before we accept your order, we will let you know as soon as reasonably possible and ask if you wish to submit an order to us for the Goods as correctly priced/described.

4.5.2 after we have accepted your order but it has yet to be delivered, and any pricing error is obvious and could reasonably be recognised as mispricing, we will let you know as soon as reasonably possible then offer you the option of proceeding with your order of the Goods as correctly described and/or for the correct price or cancelling your order and receiving a full refund.

4.5.3 after we have accepted and delivered your order, we will let you know as soon as reasonably possible and shall refund you the difference if the correct price is lower than the price stated to and paid by you or, if the correct price is higher than the price stated to you we may give you the option of paying the difference and/or we may cancel the contract, refund you any sums you have paid and require the return of any goods delivered to you.

4.6 Our ability to supply the Goods is subject to us holding them in stock or being able to obtain them. If on receipt of your order, the Goods you have ordered are not available either in stock or by special order we will inform you as soon as reasonably possible and, if we are unable to obtain and deliver them to you by a date which you are willing to agree to, we will provide you with a full refund.

4.7 Whilst we try to maintain continuity of supply in relation to our Product lines, we reserve the right to discontinue any Product at any time. We shall be under no obligation to accept an order for a discontinued Product. If we have already accepted your order, we will notify you as soon as reasonably possible if the Goods are discontinued and either offer to supply you with an alternative Product if one is available, or provide you with a full refund.

4.8 In the case of certain Goods, variations may arise in the finish of those Goods where they originate from different factory batches. We do not guarantee that Goods from different batches will be identical in finish and we shall not be liable for any loss caused by such variation where such variation does not diminish the quality of the Goods and where sufficient quantities of Goods bought purchased for a specific job or purpose are not purchased at the same time.

4.9 If you require advice in relation to the Goods, a specific request for advice should be made.

4.10 We reserve the right to increase the price of the Goods prior to acceptance of your order, by giving reasonable notice to you prior to delivery in the event this increase is due to:

4.10.1 any increase in the cost which is due to any factor beyond our control including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the costs of labour, materials, or other costs of manufacture;

4.10.2 any change in delivery dates, quantities or specification of the Goods which are requested by you; or

4.10.3 any delay caused by any failure by you to give us adequate information or instructions. However, if you do not wish to pay the higher price, you may cancel your order and receive a full refund of any payment made in respect of the Goods.

4.11 Where you require delivery to be made, we may require you to pay a charge for the delivery of the Goods in addition to the price of the Goods. If applicable, we will inform you of this charge in our Estimate and in any case, before your order is accepted.

4.12 The price of the Goods and delivery charges are inclusive of VAT unless VAT is shown as a separate element.

4.13 Prices and delivery charges displayed or otherwise communicated are valid and effective only in the United Kingdom.

5. Payment for the Goods

5.1 You can pay for the Goods and delivery charges by any method shown in our premises, in our current catalogues or on our website or which are notified to you at the time you place your order.

5.2 Any refunds we make in respect of a purchase made using a credit

account will take the form of re-crediting the credit account or issuing a credit note in respect of the purchase.

5.3 Our payment terms are:

5.3.1 If you purchase Goods from our website using a valid credit account (one which has not been cancelled or suspended in accordance with these terms), payment is due on the last day of the month following the month in which the Goods are delivered.

5.3.2 Otherwise, you must pay for the Goods at the time you place your order.

5.3.3 No payment shall be deemed to have been received until we have received cash or cleared funds.

5.4 If you think an invoice is wrong please contact us promptly (and in any case, within 21 days of the invoice date) to let us know and we will not charge you interest on the disputed part of the invoice until we have resolved the issue.

5.5 If you fail to make payment in accordance with these Terms, we may charge you interest on any amount which is overdue (unless it is disputed and you have contacted us in accordance with Clause 5.4 but we shall be entitled to charge interest on any undisputed amount or part of an amount which is overdue for payment) from the due date for payment until payment is made, whether before or after any judgment at the annual rate of 5% above the base lending rate from time to time of The Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

5.6 If for any reason you owe us any money, we may deduct these sums in calculating any amount which we may owe you. Likewise, if we owe you any money for any reason, you may deduct those sums in calculating any amount you may owe us.

5.7 If you do not pay the correct amount on time, we may recover from you our reasonable costs (including legal costs) and expenses incurred by us in recovering amounts due from you, including any reasonable administration fee incurred if we refer a late/non-payment dispute to our lawyers or collection agents.

5.8 We will continue to have the rights contained in this clause 5 even after termination of the Contract.

## 6. Our Delivery of the Goods

6.1 Before we agree to deliver the Goods to you, you must provide us with an address for delivery along with all of the information which we will reasonably require to enable us to determine whether we will be able to deliver the Goods, the appropriate method of delivery and the cost to you of providing the delivery service. Please note that due to insurance guidelines, we offer a kerbside service, therefore our delivery personnel will deliver the Goods as near as possible to the delivery address as is safe and the public highway permits, or by specific agreement to deposit goods on your private premises and in accordance with clause 6.4. The recipient of the Products is responsible for any additional lifting once the delivery has been made.

6.2 Prior to delivery of the Goods, we will agree with you an estimated time for delivery of the Goods.

6.3 If we are unable to make an agreed delivery to your address for reasons due to our own fault, we will inform you as soon as possible and provide you with a refund for any sum that has been paid by you for delivery.

6.4 You are responsible for:

6.4.1 ensuring, if we have agreed a date and estimated period of time for delivery, that there is someone available when delivery is attempted on the agreed date and within the estimated period of time for delivery who is competent (over the age of 18 years) and authorised to accept delivery of the Goods by signing for them, and

6.4.2 signing a delivery note for the Goods or ensuring that an authorised person over the age of 18 signs a delivery note for the Goods, and

6.4.3 taking reasonable steps to ensure that delivery can reasonably take place, and

6.4.4 ensuring that we have any required permissions to deliver the Goods, including permissions to enter private property, and

6.4.5 for obtaining and/or complying with (and taking reasonable steps to ensure that any third parties you engage to carry out work and take delivery of the Goods also comply with) any regulations, permits, licences and charges which are required to enable delivery to take place, and

6.4.6 taking all reasonable steps to ensure that the address or location for delivery is reasonably suitable and safe for delivery.

6.5 If you do not comply with clause 6.4, we shall not be obliged to deliver the Goods. We will notify you as soon as reasonably possible if this is the case along with the reason for non-delivery. In such circumstances, you shall pay the original delivery charge and we shall be entitled to make an additional charge for any re-delivery of the Goods. You will be informed of the amount at the time we arrange an alternative date.

6.6 If Goods are to be deposited other than on your private premises we will deliver the Goods as near as possible to the delivery address as is safe and legal to do so.

6.7 We will only enter private property if we are given specific authority to do so. Please see clause 6.1.

6.8 Unless we state otherwise, all our Estimates and quotations shall assume that a single delivery will be made of all the Goods referred to in the Estimate or quotation. Additional charges may apply if you ask us to deliver the Goods by instalments.

6.9 Our delivery charges assume that delivery of the Goods will be made on weekdays during our normal working hours. Additional charges may apply if you ask us to deliver outside normal working hours those times and/or on Saturdays, Sundays and/or bank holidays and we will inform you of these charges before you make your order or as soon as possible after you tell us that you require delivery outside of normal working hours. If you do not wish to pay these charges, you may, prior to the date of delivery, cancel any order which

you have made/which has been accepted by us and received a full refund.

6.10 If it is not reasonably possible for us to deliver the Goods within a reasonable period of time when we arrive at the delivery location, you shall be entitled to refuse to deliver the Goods. In such circumstances, you shall pay the original delivery charge and we shall be entitled to make an additional charge for any re-delivery of the Goods. We shall also be entitled to a reasonable additional charge to reflect the extra services provided if our delivery vehicle is kept waiting for any unreasonable period of time.

6.11 We are not responsible for delays outside our control. If our supply of the Goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but, if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.

6.12 If you do not collect the Goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

6.13 If you have asked to collect the Goods from our premises, you can collect them from us at any time during our normal working hours on weekdays (excluding public holidays).

6.14 You have legal rights if we deliver any Goods late. If we miss the delivery deadline for any Goods then you may end the contract if we have refused to deliver the Goods or delivery within the delivery deadline was essential (taking into account all the relevant circumstances). If you do not have a right to end the contract under this Clause or you do not wish to do so, can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

## 7. Your Cancellation Rights – On-Premises Contracts

7.1 You do not have an automatic right to cancel the contract with us for Goods purchased On-Premises because you have changed your mind.

7.2 You can always end the contract for the supply of Goods before it has been completed. You may contact us to end your contract for a product at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. You always have rights where a product is faulty or mis-described.

7.3 If you are ending a contract for a reason set out at in this clause, the contract will end immediately and we will refund you in full for any Goods which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

7.3.1 we have told you about an upcoming change to the Goods or these terms which you do not agree to;

7.3.2 we have told you about an error in the price or description of the Goods you have ordered and you do not wish to proceed;

7.3.3 there is a risk that supply of the Goods may be significantly delayed because of events outside our control;

7.3.4 you have a legal right to end the contract because of something we have done wrong (but see Clause 6.14 in relation to your rights to on end the contract if we deliver late).

7.4 If you are not ending the contract for one of the reasons set out in Clause 7.3, then the contract will end immediately and we will provide you with a refund for any sums paid by you for Goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. If we have already accepted a part-payment or deposit, we will consider whether this covers the losses we are entitled to claim and if it does not we may claim extra from you. If the part-payment or deposit is in excess of our losses, we will refund the balance.

7.5 Where you purchase Goods from us On-Premises and we have provided them to you, we may at our discretion accept the Goods back and provide you with a refund for the purchase price, less reasonable costs incurred. If we exercise our discretion under this Clause 7.5, the Goods must be returned, you must pay the costs of return, you must provide us with satisfactory proof of purchase and the Goods must be in the same condition that they were in at the time of purchase.

## 8. Your Cancellation Rights – Distance or Off-Premises Contracts

8.1 If you have ordered Goods at a Distance or Off-Premises you have, subject to Clause 8.2, the right to change your mind and cancel the Contract at any time and for no reason up to the end of 14 days from the day on which you acquire, (or a third party nominated and/or authorised by you acquires) physical possession of the Goods. If the Contract relates to multiple Goods ordered by you in one order and delivered separately, you will have the right to cancel the Contract at any time up to the end of 14 days from the day on which you acquire (or a third party nominated and/or authorised by you acquires) physical possession of the last of the Goods.

8.2 You do not have the right to cancel the Contract if your order is for Goods that by their nature cannot be returned or are liable to deteriorate or expire rapidly. This includes:

8.2.2 bespoke goods;

8.2.3 items which have been personalised at your request; or

8.2.4 goods in respect of which you have requested a special finish and which are not in the range generally offered by us.

8.3 To exercise your right of cancellation, you must give us a clear statement setting out your decision to cancel. You may use the model cancellation form set out at the end of these terms by completing it, printing it off/scanning it and sending this to us by delivering it in person to customer services at one of our stores, or by posting, faxing or emailing it to the address or email address shown on the form. To ensure that you meet the cancellation deadline, please send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

8.4 If you cancel this Contract pursuant to your right to change your mind or for any reason not set out at Clause 7.3, we will provide you with a refund for any money you have paid for the Goods, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unacceptable handling by you (i.e. if this would not be permitted in a shop). If we refund you the price paid before we are able to inspect the Goods and later discover that you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.5 If you cancel this Contract for any of the reasons set out at Clause 7.3, we will provide you with a refund for any money you have paid for the Goods, including the costs of delivery.

8.6 We will provide any refund we agree and/or are required to pay to you without undue delay, and not later than:

8.6.1 14 days after the day we receive back from you any Goods supplied, or if earlier

8.6.2 14 days after the day you provide evidence that you have returned the Goods; or

8.6.3 if there were no Goods supplied or we have offered to collect the Goods, 14 days after the day on which we are informed about your decision to cancel this Contract.

8.7 We will provide the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the refund.

8.8 If you exercise a right to end the contract after Goods purchased at a Distance or Off-Premises have been delivered to you, you must return them to us without undue delay and by no later than 14 days from the day on which you communicate your cancellation of the contract, by sending them to or handing them over to us at any UK address we ask you to return them to or at our registered address (set out at Clause 1.1). This deadline is met if you send back the Goods within 14 days of the day on which you communicated your cancellation to us. If you are ending the contract because for one of the reasons set out in Clause 7.3, then we will pay the reasonable costs of return. In all other circumstances you must pay the costs of return.

8.9 If you have purchased Goods at a Distance or Off-Premises and, because of their nature, the Goods cannot be returned by post, we may offer to collect the Goods at our own expense and you are liable for any diminished value of the Goods resulting from any handling over and above what is necessary to establish the nature, characteristics and functioning of the Goods.

#### 9. Inspecting Goods Following Delivery

9.1 Goods must confirm with your order. If you are not satisfied with the Goods, if they do not conform with your order, if they are damaged or faulty, if they are not of satisfactory quality or are otherwise defective you should reject them on delivery.

9.2 Should a short delivery (of less than the full quantity of Goods ordered) have been made, you must notify us within a reasonable time of discovery of the short delivery.

#### 10. Defective Goods

10.1 We are required by law to provide Goods that conform with the Contract.

10.2 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. The remedies you are entitled to if the Goods are defective depends on the length of time you have owned the Goods. For further information about your statutory rights you can contact your local authority Trading Standards Department or Citizens' Advice Bureau.

10.3 Therefore you should reject Goods on delivery if:

10.3.1 you are not satisfied with the Goods;

10.3.2 they do not conform with your order;

10.3.3 they are damaged or faulty; or

10.3.4 they are not of satisfactory quality or are otherwise defective.

10.4 We are not responsible for any defects in the Goods which solely arise from your negligence, abnormal working conditions which you subject the Goods to, your misuse of the Goods, your alteration or repair of the Goods, your failure to follow instructions relevant to the Goods, your storage of the Goods in unsuitable conditions or storage of the Goods in unsuitable conditions by any third party engaged by you to install and/or repair the Goods.

10.5 If a short delivery (of less than the full quantity of Goods ordered) has been made, you must notify us within a reasonable time of discovery of the short delivery.

10.6 In addition, we are not liable for business losses. We only supply the Goods for domestic and private use. If you use the Goods for any commercial, business or re-sale purpose, we have no liability to you for loss

of profit, loss of business, business interruption or loss of business opportunity.

10.7 Nothing in these Terms will affect the terms of manufacturers' warranties and guarantees or reduce your statutory rights relating to faulty or Goods that do not comply with the Contract.

#### 11. Ownership and Responsibility for the Goods

11.1 You are responsible for the Goods as soon as they have been delivered to the address you gave us or as soon as you collect it from us.

11.2 You will not become the legal owner of the Goods until you pay the full price (in cash or cleared funds) of the Goods.

#### 12. Our Rights to End the Contract

12.1 We may end the contract with you by writing to you if you:

12.1.1 fail to pay any invoice or any sum under the Contract when it is due and you still do not make payment within 7 days of us reminding you that payment is due, or

12.1.2 fail to pay any invoice or any sum under another other Contract with us when it is due and you still do not make payment within 7 days of us reminding you that payment is due, or

12.1.3 fail, within a reasonable time of us asking for it, to provide us with information that is necessary for us to provide the Goods, or

12.1.4 fail, within a reasonable time, to allow us to deliver the Goods to you and/or to collect them from us, or

12.1.5 fail, within a reasonable time, to allow us access to your premises/the delivery address you have provided to us to allow us to deliver the Goods, or

12.1.6 break the Contract in any other serious way and fail to remedy the problem within a reasonable period of time.

12.2 If you are declared bankrupt, enter into an Individual Voluntary Arrangement with your creditors or break the contract in one or more of the ways set out at Clause 12.1, we shall be entitled to do any one or more of the following (without prejudice to any other right or remedy we may have):

12.2.1 require payment in cleared funds before we accept any further orders you may make;

12.2.2 If we end the contract in one or more of the situations set out in Clause 12.1 we will refund any money you have paid in advance for any Goods we have not provided but we may charge you reasonable compensation, including any reasonable legal costs we reasonably incur, for the net costs we incur as a result of you breaking the contract.

#### 13. Data Protection

We will only use your personal information as set out in our Privacy Policy. Our Privacy policy can be found on our websites or by writing to our Compliance Officer at Huws Gray Ltd, Head Office, Llangefni Industrial Estate, Llangefni, Wales. LL77 7JA or by emailing [Dataprotection@huwsgray.co.uk](mailto:Dataprotection@huwsgray.co.uk)

#### 14. Events Beyond Our Control

In the event that we are unable to supply the Goods to you for a reason beyond our control, we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided that we do this, we shall not be liable for delays caused by the event. If there is a risk of substantial delay, we may offer you alternative similar products (if available) which are of no less quality. You shall be entitled but not obliged to accept the alternative goods offered with a refund of any difference in the price if the substitute is cheaper or you shall be entitled to cancel your order and receive a full refund.

#### 15. General

15.1 We may transfer our rights and obligations under these Terms to another organisation. We will tell you in writing if this happens and ensure that the transfer will not affect your rights under the Contract.

15.2 You may only transfer your rights and/or your obligations under these terms to another person if we agree to this in writing. We will not refuse to agree to this unreasonably.

15.3 The Contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.

15.4 If a court finds part of this Contract illegal, the rest will continue in force. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15.5 Even if we delay in enforcing a Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking a Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Goods, we can still require you to make the payment at a later date.

15.6 These Terms are governed by English law and you can bring legal proceedings in respect of the Goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the Scottish or the English courts.



**MODEL CANCELLATION FORM** (Complete and return this form only if you wish to withdraw from the contract)

To Huws Gray Ltd Head Office, Llangefni Industrial Estate, Llangefni, Wales LL77 7JA  
I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the  
following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/received on [\*], \_\_\_\_\_

Name of consumer(s), \_\_\_\_\_

Address of consumer(s), \_\_\_\_\_  
\_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper),  
\_\_\_\_\_

Date \_\_\_\_\_

[\*] Delete as appropriate.

**For Office Use Only**

Region

Branch

Territory/Sales Rep.

Account Number

Credit Limit Granted

Approved By

Date

Customer Advised

# READY?

**RIGHT, NOW YOU'VE COMPLETED YOUR APPLICATION FORM, IT'S TIME TO MAKE A FEW CHECKS BEFORE POSTING IT OFF:**

**Have you enclosed one form of identification (utility or bank statement dated within the last 3 months)?**

**Have you enclosed a copy of the letter of intent from your bank /building society? (if applicable)**

**Have you filled in your required credit limit?**

**Have you remembered to sign the application form?**

**Have you filled in the your Builder's Name and Address? (if applicable)**

**Have you filled in the Builder's Buildbase Trade Account Number? (if applicable)**

**Have you filled in the password which you and your builder will share?**

## WHAT NEXT?

Once your application has been processed (it normally takes around 5 working days), we'll provide you with written confirmation of your credit limit and your Self Builder & Home Improver account number. This will confirm that your account has been activated and you're ready to start trading with us.

**Any queries or questions, please don't hesitate to contact your local branch.**

 **BUILDBASE**  
BUILDING & TIMBER SUPPLIES

 **HIREBASE**  
PLANT & TOOL HIRE

 **ELECTRICBASE**  
ELECTRICAL & LIGHTING SUPPLIES

TERMS AND CONDITIONS: 1.1. You agree that any third party taking delivery of or collecting the goods has been authorised by you to do so and accept that: 1.1.1. you are fully responsible to us in respect of the goods for any action or inaction of any third party engaged by you; and 1.1.2. we have no responsibility to you in respect of any goods that are delivered to or collected by an unauthorised third party. 1.2. You accept that you are fully responsible for (including the payment of) all purchases made using your account and your password (including those made by any third party). 1.3. Further, to avoid any further responsibility for any third party purchases made using your credit account, you acknowledge that it is your responsibility to either request we change the password or notify us in writing to suspend the account. To view our full Terms and Conditions please request a copy from any branch, refer to the application form or visit [buildbase.co.uk](http://buildbase.co.uk)





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BUILDING & TIMBER SUPPLIES

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PLANT & TOOL HIRE

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