RED ARROW
PACKAGING & PRESENTATION

ACCOUNT APPLICATION

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ACCOUNT APPLICATION PART 1

Section 1 - Trading Details

Trading Name of Company:

Trading Address:

Postcode:

Telephone:

Mobile:

Email:

(This email address will be used for order confirmation)

Section 2 - Invoicing / Accounts Details

Name of person responsible for paying accounts on time:

Invoicing Address, if different:

Postcode:

Telephone:

Email:

(This email address will be used for delivery of statements and invoices)

Section 3 - Company Details

Company Number:

EORI Number:

ACCOUNT APPLICATION PART 2

Registered Office:

Name of Directors:

If not a limited company - name of propriertors/partners inc. DOB and home address:

Name of Propriertor/Partner DOB Home Address

Nature of Business:

When Established: Monthly Credit Required:

Section 4 - Trade References

Name: Name:

Address: Address:

Email: Email:

Declaration by applicant

(To be acknowledged by the Director, Company Secretary, Proprietor or Partner) I being an authorised officer of this company, hereby apply for a credit account with Red Arrow Electrical Ltd. I agree that payment of all sums due to Red Arrow Electrical Ltd will be made with your stated credit terms and that title of goods supplied to this company by Red Arrow Electrical Ltd shall remain with Red Arrow Electrical Ltd until full payment is made by this company of the total purchase price and of all other sums due to Red Arrow Electrical Ltd from this company. I have read and agree to the Standard Conditions of Trade laid down by Red Arrow Electrical Ltd.

Please tick here to confirm you have read the terms and conditions overleaf before submitting this form.

When you are ready click the submit button below to create an email, then click send in your email software.

Name (block capitals):

Position: Date:

SUBMIT

TERMS & CONDITIONS

TERMS AND CONDITIONS
In these terms and conditions references to:

(a) "**us**" and "**we**" means Red Arrow Electrical Limited (a company incorporated in England and Wales with registered number 11925771 and having its registered office situated at Cortonwood Drive, Brampton, Barnsley, S73 0UF.) and any member of its group from time to time; and references to "our" shall be construed accordingly.

(b) "**you**" means the person, firm or company who purchases any goods from us; and references to "**your**" shall be construed accordingly.

This page (together with the documents referred to on it) tells you information about us and the legal terms and conditions ("Terms") on which we sell to you any of the goods ("Goods") listed on our website ("our site") or listed in our catalogues.
These Terms will apply to any contract between us for the sale of Goods to you ("Contract") to the exclusion of all other terms and conditions. Please read these Terms carefully and make sure that you understand them, before ordering any Goods from us.
Please note that before placing an order via our site you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Goods from our site and we will be under no obligation whatsoever to supply any Goods to you.
Please note that before placing an order by email, by text, by fax, by telephone or in person you will be asked to agree to sign, date and return a copy of these Terms to us. If you refuse to accept these Terms, we reserve the right to reject any order placed by you unless and until we receive from you your signed and dated acceptance of these Terms, we shall be under no obligation whatsoever to supply any Goods to you.

By using our site, you irrevocably and unconditionally: (i) confirm to us that you accept these terms and conditions without any amendment or modification; and (ii) agree with us to fully comply with them. By using our site, you are deemed to have provided us with your signed and dated written acceptance of these Terms.
We amend these Terms from time to time as set out in clause 6. Every time you wish to order Goods, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated from 1st January 2024 and are subject to change.
You should print a copy of these Terms for future reference.

1. **INFORMATION ABOUT US**
1.1 We operate the site www.redarrowelectrical.co.uk We are Red Arrow Electrical Limited, a company registered in England and Wales under company number 11925771 and with our registered office and main trading address as Cortonwood Drive, Brampton, Barnsley, S73 0UF.
1.1.1 You may contact the Red Arrow team by telephoning our office on 0114 279 8999 or 0800 195 0006 or by e-mailing us at sales@redarrowelectrical.co.uk Our office hours for enquiries are as follows: (i) Monday to Thursday 07:00 to 18:00; and (ii) Friday 07:00 to 17:00.
1.1.2 If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 16.
1.1.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
2. **OUR GOODS**
2.1 The information and images contained within our site, catalogues and brochures are provided in respect of the Goods are for description purposes only and shall not form part of any contract or give rise to any liability by the company. It is part of company policy to improve and develop products and accordingly the company reserves the rights to change specifications without prior notification. If you are in any doubt as to the precise nature of the Goods you wish to order, you are advised to confirm the details with our office.
2.2 The packaging of the Goods may vary from that shown on images on our site.
2.3 All Goods shown on our site are subject to availability and we reserve the right to change the design and/or specification of the Goods at any time without prior notification as clause 2.1. We will inform you by e-mail as soon as possible if the Goods you have ordered are not available or if the design and/or specification of the Goods have changed since the date you place your order with us in accordance with clause 5.5.
3. **HOW WE USE YOUR PERSONAL INFORMATION**
We only use your personal information in accordance with GDPR and our Privacy Policy a copy of which is available online or upon request. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.
4. **AUTHORITY TO BIND**
4.1 You confirm that you have authority to bind any business, partnership, sole proprietor, company or other third party on whose behalf you use our site or otherwise place an order to purchase Goods.
4.2 These Terms (and any document expressly referred to in them) constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between, whether written or oral, relating to its subject matter.
4.3 You acknowledge that by entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms (or any document expressly referred to in them).
4.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any Statement in the Contract.
5. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**
5.1 If you place an order through our site, our product, basket and checkout pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. You can also place an order by: (i) emailing your order to Sales@redarrowelectrical.co.uk; (ii) contacting us by telephone on 0800 195 006 or 0114 279 8999 to place your order; or (iii) speaking with us in person face to face with one of our representatives to place your order.
5.2 After your order has been processed on our system, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 5.3.
5.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched ("**Order Confirmation**"). The Contract between us will only be formed when we send you the Order Confirmation. We will not send you an Order Confirmation unless and until we are satisfied that you will have received your signed and dated written acceptance of these Terms.
5.4 These Terms should be read and construed in conjunction with any terms set out in the Order Confirmation. Where there is any inconsistency between these Terms and any term set out in the Order Confirmation, the relevant term set out in the Order Confirmation will prevail.
5.5 If we are unable to supply you with Goods, for example because those Goods are not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 10.8 or if the design and/or specification of the Goods have changed or for any other reason, we will inform you of this by e-mail and will advise you of similar Goods available together with prices (the "**Alternative Goods**"). You can then either confirm you are happy to place an order for the Alternative Goods (and we will proceed to process your order for the Alternative Goods) or you can cancel your order. If you cancel your order and you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.
5.6 Any quotation that we provide to you shall remain valid for a period of 30 days only and provided that we have not previously withdrawn it by notifying you either by telephone, email –or in person.
6. **OUR RIGHT TO VARY THESE TERMS**
6.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
6.2 Every time you order Goods from us, the Terms in force at the time of your order will apply to the Contract between you and us.
7. **CANCELLATIONS AND REFUNDS**
7.1 Goods which are no longer required or have been wrongly ordered by you will not be accepted back without prior written authorisation from our Customer Services Department with a valid Goods Return Number and such Goods must be in a re saleable condition (in our reasonable and proper opinion) i.e. current stock, unopened and with no additional markings on the box other than original. You are required to send a debit note detailing why the Goods are to be returned to our Customer Services Department. On receipt of a debit note, our Customer Services Department will send a returns note to you via email or fax as authorisation to proceed. From receipt of returns note you have 28 days to return the goods to us or the returns note will be cancelled.
7.2 You are responsible for returning the Goods via your own carrier to us and any costs associated with this.
7.3 With the exception of faulty/damaged all returns will incur a minimum 30% handling charge.
7.4 If the Goods that we supply to you are lost, damaged in transit or short supplied or supplied incorrectly, you must inform us in writing within 24 hours from receipt. No claim will be valid if a P.O.A is signed and received in good condition.
7.5 If our warranty at clause 13 has been provided to you in respect of any Goods and those Goods are found to be faulty, we will either replace the Goods or refund to you the cost of the Goods in full. You are required to send a debit note detailing why the Goods are to be returned to our Customer Services Department. On receipt of a debit note, our Customer Services Department will send a returns note to you via email or fax as authorisation to proceed. We reserve the right to refuse to replace the Goods or refund to you the cost of the Goods in full if the Goods are found not (in our reasonable and proper opinion) to be faulty on inspection by us when we receive them. Goods that are subsequently found to be in good working order will be notified to you as such and can be collected from our premises or returned at your cost. Goods held by us will be held for a period of no more than 28 days by which time if they have not been collected will be deemed as unwanted and destroyed/recycled accordingly by ourselves without credit.
7.6 Risk in any Goods returned to us shall remain with you unless and until they are received by us.
8. **DELIVERY, RISK AND TITLE**
8.1 We will contact you with an estimated delivery date, which will be within 30 days (and is usually within 3 days) after the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order). We will use all reasonable endeavours to deliver your Goods on or before the estimated delivery date set out in the Order Confirmation although we do not guarantee delivery by this date.
8.2 Delivery of an Order shall be completed when we deliver the Goods to the address you gave us and the Goods will be your responsibility from that time. This includes but is not exclusive to, deliveries direct to site.
8.3 You shall be responsible at your own cost and expense for providing appropriate and suitable equipment and manual labour for unloading the Goods when they are delivered to you.
8.4 The risk in the Goods shall pass to you on completion of delivery of the Goods to you.
8.5 Title to the Goods shall not pass to you until we have received payment in full (in cash or cleared funds) including all applicable delivery charges for the Goods and any other goods that we have supplied to you, in which case title to the Goods shall pass at the time of payment of all such sums.
8.6 Until title to the Goods has passed to you, you shall:
8.6.1 hold the Goods on a fiduciary basis as our bailee;
8.6.2 store the Goods separately from all other Goods held by you so that they remain readily identifiable as our property;
8.6.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
8.6.4 maintain the Goods in a satisfactory condition and keep them insured against risk for their full price from the date of delivery;
8.6.5 notify us immediately if you become subject to an insolvency event; and
8.6.6 give us such information relating to the Goods as we may require from time to time, but you may resell the Goods in the ordinary course of your business.
8.7 If before title to the Goods passes to you, you become subject to any insolvency event, or we reasonably believe that any such event is about to happen and notify you accordingly (or if any monies are due and payable from you to us for more than 30 days), then, provided that the Goods have not been resold, or irrevocably incorporated into other Goods, and without limiting any other right or remedy we may have, we reserve the right to invoke a Retention of title claim under the sale of goods act 1979 (2015 update) and require you to deliver up the Goods or, if you fail to do so promptly, we can enter any premises of yours or of any third party where the Goods are stored in order to recover them and you agree to indemnify us in full in respect of any loss we suffer as a result of entering into your premises (or any third party's premises) pursuant to this condition.
9. **NO INTERNATIONAL DELIVERY**
We do not deliver to addresses outside the UK and the Republic of Ireland, unless by special arrangement.
10. **PRICE OF GOODS AND DELIVERY CHARGES**
10.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However please see clause 10.8 for what happens if we discover an error in the price of any Good(s) you ordered.
10.2 Prices for the Goods may change from time to time, but changes will not affect any order you have already placed.
10.3 The price of the Goods excludes VAT. Prices are per unit except where indicated.
10.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order and are set out at clause 10.5 and 10.6 below.
10.5 **For delivery to the UK mainland**
10.5.1 All deliveries in excess of £195.00 net are supplied carriage free of charge. Deliveries under £195.00 net shall be charged £15.00 for carriage. If you require delivery urgently (or under special arrangements) then you will be charged the cost price for delivery. Urgent deliveries may be requested and paid for, but this does not constitute a guarantee of delivery time unless agreed in writing by the courier. Oversized pallets that attract additional charges will also be notified to you at the time of ordering either by telephone, email, fax, text or in person.
10.6 **For delivery to the Republic of Ireland, Northern Ireland, Isle of Man and Channel Islands**
10.6.1 **For Republic of Ireland, Northern Ireland and Isle of Man**, all deliveries in excess of £395.00 net are supplied carriage free of charge. Deliveries under £395.00 net shall be charged £35.00 per order (for Republic of Ireland see also 10.6.2). If you require delivery urgently (or under special arrangements) then you will be charged at cost price for delivery. Oversized pallets that attract additional charges will also be notified to you at the time of ordering either by telephone, email or in person.
10.6.2 **For the Republic of Ireland and Northern Ireland**, if delivering under DDP; Export and import costs incurred of £72.00 or if under DAP; £42.00 will be passed on in addition to applicable rates above in 10.6.1. Please note, if under DAP Should there be any delays caused by you that are not of our making, we reserve the right to pass on any Delay/Demurrage costs accordingly. Terms of delivery will be confirmed at time of ordering.
10.6.3 **For Channel Islands** there are no small order values or charges as delivery costs will be on application with each order. Carriage charges at time of delivery will be passed on at cost.
10.7 All our third-party couriers hold records of proof of delivery for three months. Therefore, we are unable to accommodate requests for proof of delivery older than three months from the issue date of an invoice (or if payment for any Goods was made in advance, from the date of delivery of the Goods).
10.8 We hold high levels of stock on our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered, we will contact you in writing to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided to us during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.
11. **HOW TO PAY**
11.1 You can pay for Goods using bank transfer, debit card or credit card.
11.2 Payment for the Goods and all applicable delivery charges are payable in advance (unless otherwise agreed – see clause 11.3). We will not charge your debit card or credit card until we dispatch your order.
11.3 Where we have approved you as an account holder and you choose the purchase order option, you will receive an invoice and must pay according to the terms of your account. Unless otherwise specified to you by us in writing, payment is strictly 30 days net on approved accounts.
11.4 Unless a remittance note is supplied to us with a payment made by you, we will allocate such payment in order to invoices held with allocation to the oldest outstanding invoice first.
11.5 Time for payment of any invoice we issue to you is of the essence.
11.6 If you fail to pay us any sum due pursuant to the Contract, you shall be liable to pay interest to us on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgement. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Should we be required to undertake debt collecting proceedings to recover monies due, you will be liable for any costs associated with those proceedings.
12. **PRODUCT GUARANTEES**
12.1 Goods we sell to you come with a guarantee. For details of the applicable terms and conditions, please refer to the product installation sheet and packaging of the product provided at the time of manufacture. Additionally, details of our product guarantees can be found on our website, our separate warranty policy and the relevant product data sheets, or by contacting the Red Arrow team as in 1.1.1.
12.2 Product guarantees vary between 1 up to 10 years dependent upon the product type based upon normal operating guidelines and parameters. Emergency versions carry a separate warranty for the batteries which is 1 year for NiCad and up to 5 years for LiFePO from date of installation to BS EN5266-1:2016. Please refer to our website and the relevant product data sheets for details of battery type used or contact us as 1.1.1.
12.3 Battery Guarantees are based on a maximum storage period of 5 years and operating period as detailed in 12.2
12.4 Normal operating Guidelines and parameters are based upon operation of 5000 hours per annum, not more than 20 switching cycles per day and being operated within the products parameters (see also 13.)
13. **OUR WARRANTY TO YOU**
13.1 Our warranty is provided in respect of the Goods being used in conformity with the stated product and usage specifications. Products must be professionally installed and placed in service according to the installation instructions. The temperature, environmental and voltage limits must be adhered to and not exceeded. Should products fail within the specified warranty, we will replace the Goods by way of the process detailed below, provided that to our reasonable satisfaction they are damaged or defective due to faulty materials, workmanship or design. If our warranty is provided in respect of the Goods, we will supply to you and charge for advance replacements and then credit the defective or faulty Goods on receipt of the Goods back to our warehouse, or as agreed in advance by the Red Arrow team.
13.2 Our warranty at clause 13.1 will not apply in the following circumstances:
13.2.1 if the Goods have been repaired of altered, misused, incorrectly or inappropriately installed, maintained or stored.
13.2.2 if the defect has been notified to us after the expiration of our warranty in respect of the Goods; and
13.2.3 if sensors or any control systems are used in conjunction with the Goods and this results in any premature failure as a result of being operated outside of their normal operating parameters.
13.2.4 Up to 2 year limited on-site warranty applies from the date of initial installation and subsequent registration with Red Arrow Electrical. See separate on-site warranty policy terms for details of products and their cover.
13.2.5 No third-party costs whatsoever will be agreed to unless they have been confirmed and agreed by Red Arrow Electrical in writing prior to any works being carried out.
13.2.6 Luminaire installation must have been carried out in accordance with BS EN 7671 and all amendments (IET). Provision of latest EICR may be requested.
13.2.7 Access must be granted within normal operating hours and every effort must be made to give availability to onsite access equipment or there will be a limit to the level of on-site support available. Should access not be granted due to restricted access (e.g. MOD or GOV premises) then goods must be returned to Red Arrow for testing.
13.2.8 Should the fault arising be as a consequence of misuse or installation of the product, Red Arrow reserve the right to charge costs incurred to the point of request for on-site assistance.
14. **OUR LIABILITY**
14.1 Nothing in these Terms limits or excludes our liability for:
14.1.1 death or personal injury caused by our negligence;
14.1.2 fraud or fraudulent misrepresentation;
14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
14.1.4 defective Goods under the Consumer Protection (Enforcement)(Amendment etc)(EU Exit) Regulations 2019.
14.2 Subject to clause 14.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
14.2.1 any loss of profits, sales, business, or revenue;
14.2.2 loss or corruption of data, information or software;
14.2.3 loss of business opportunity;
14.2.4 loss of anticipated savings;
14.2.5 loss of goodwill or reputation; or
14.2.6 any indirect or consequential loss.
14.3 Subject to clause 14.1, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
14.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
15. **EVENTS OUTSIDE OUR CONTROL**
15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.
15.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
15.3.1 we will contact you as soon as reasonably possible to notify you; and
15.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
15.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.
16. **COMMUNICATIONS BETWEEN US**
16.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or e-mail.
16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
16.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
16.4 The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.
17. **OTHER IMPORTANT TERMS**
17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
17.2 You may only transfer your rights or your obligations under these Terms to another person with our prior written agreement.
17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
17.6 A Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
17.7 You and us both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

I confirm acceptance of the terms and conditions set out in Red Arrow Electrical Limited's Terms and Conditions and I confirm I accept that these terms and conditions will apply to all future orders I place with Red Arrow Electrical Limited