PGR

Builders & Timber Merchants

CONNECT

PLUMBING & HEATING SUPPLIES

TRADE ACCOUNT APPLICATION FORM

WWW.PGRTIMBER.CO.UK
WWW.CONNECTPLUMBING.CO.UK

TRADE ACCOUNT APPLICATION FORM

Detach and retain the Terms & Conditions of Sale and Customer Privacy Policy.
Return completed form to your local branch or representative or to: PGR Timber Limited/Connect Plumbing & Heating Supplies Ltd, Courtauld House, Courtauld Road, Basildon, Essex, SS13 1RZ.

Please refer to application check list on the back of this form:
- All mandatory sections are completed and signed.
- You've attached ID (Driving license or passport) and proof of address (utility bill or bank statement less than 3 months old)

Please complete in **BLOCK CAPITALS** and in **BLACK** ink. *ARE MANDATORY FIELDS WHICH MUST BE COMPLETED.

Section 1 YOUR BUSINESS DETAILS

Full Company Name*:

Address*:

Postcode*:

Trading Name (if different from above):

Trading Address (if different from above):

Postcode*: Company Registered Number (if applicable)*:

Contact Name*:

Telephone Number*: Mobile Number*:

Email Address*:

Email Address for Invoices/Statements (if different from above):

You will receive Invoices/Statements by email.

Have you or your business ever had any CCJs or been involved in insolvency action?

(Bankruptcy/IVA/Liquidation/Administration/CVA): (Please tick) Yes ☐ No ☐

Do you own the Addressed Property?*: (Please tick) Yes ☐ No ☐ If Yes, how long have you owned the Property:

Previous Address (if less than 3 years):

Trading Style*: (please tick) Sole Trader ☐ Partnership ☐ Limited Company ☐ Other

Description of business (Please select more than)*:

House Builder ☐ Plumbing & Heating ☐ Landscaping / Paving ☐ Self Build ☐

General Builder ☐ Carpenter / Joiner ☐ Electrician ☐ Bricklayer ☐

Civil Engineering ☐ Loft Conversion Specialist ☐ Other (please specify)

Date Company / Partnership formed:

Do you require a password for people to use the account?: Yes ☐ No ☐ If Yes

Do you require official order numbers?: Yes ☐ No ☐ If Yes, please indicate the format you require

Do you use Tool Hire?: Yes ☐ No ☐ Which branch or staff member do you currently deal with?

How did you hear about us?: Friend ☐ Search Engine ☐ Advert ☐ Social Media ☐ Other

Section 2 BANK DETAILS

Bank Name*:

Bank Address*:

Sort Code*: ☐☐ ☐☐ ☐☐ Account Number*: ☐☐☐☐☐☐☐☐

Name of Account/Account Holder*:

Account Type (please tick one)*: Business ☐ Personal ☐

Section 3 PROPRIETOR / DIRECTOR / PARTNER DETAILS

Please supply details for ALL Proprietor / Directors / Partners of the business.

Full Name:	Full Name:	Full Name:
Date of Birth:	Date of Birth:	Date of Birth:
Address:	Address:	Address:
Postcode:	Postcode:	Postcode:
Telephone:	Telephone:	Telephone:

Section 4 TRADE REFERENCES

Please supply details of two trade references.

Full Name:		Full Name:	
Address:		Address:	
Postcode:		Postcode:	
Telephone:		Telephone:	
Credit Limit:		Credit Limit:	

Section 5 DATA PROTECTION

Under GDPR legislation, direct consent is needed for the collection, storage, and processing of personal data. By undersigning this document, you agree that you have read the Privacy policy and freely give your approval. A hard copy of this will be kept on file as a proof of signature. Under the current GDPR legislation, you have the right to apply for a copy of the information we hold on you and to correct any inaccuracies as well as the right to be forgotten. Due to training requirements, some calls may be monitored. We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances, we may also make a search on the personal credit file of principal directors. Should it become necessary to review an account, then again, a 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 made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. Respecting your privacy, we will record your purchasing preferences and may use your information for marketing purposes.

From time to time we would like to send you special offers or information on our products and services. Please tick if you do wish to receive any information or discount offers by: Email ☐ Mail ☐ Tel ☐ SMS ☐

Section 6 PERSONAL CREDIT GUARANTEE

In consideration of your agreement to supply goods on credit to the company described applying for credit herein ("the company/companies") we the undersigned being the director(s) of the Company/LLP/Sole Trader/Partnership hereby unconditionally and personally, jointly, and severally guarantee payment of all monies due and owing by the company to PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd, its subsidiaries and successors, including all monies due and owing by reason of any increases in the credit limit granted by PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd from time to time following review of the company's credit account and note the additional terms below.

Full Name:		Full Name:		Full Name:	
Position in Company:		Position in Company:		Position in Company:	
Address:		Address:		Address:	
Postcode:		Postcode:		Postcode:	
Date:		Date:		Date:	
Signature:		Signature:		Signature:	

For any Personal Credit Guarantee: (1) Any credit limit on a credit account being the initial credit limit, which would be subject to increase; and (2) if the credit amount is increased, it will be covered by the Personal Guarantee and notice of the increase to the customer is deemed to be notice to the Personal Guarantor and if the customer uses the increased credit limit, then this is deemed consent by the Personal Guarantor to the increase in credit limit.

Section 7 APPLICATION FOR CREDIT AND AGREEMENT TO TERMS & CONDITIONS

THIS SECTION IS MANDATORY. APPLICATION WILL BE RETURNED IF NOT FULLY COMPLETED AND SIGNED.

Please read the Terms & Conditions of Sale and complete all sections before signing the section below.
I/We make this application to open a credit account with PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd. I/We understand that the credit terms that payment is due promptly at the end of the month following the date of invoice and that if granted credit, I/We agree to pay in accordance with these terms. I/We agree to the terms of PGR Timber Limited's and/or Connect Plumbing & Heating Supplies Ltd's Customer Privacy Policy.

Please tick which credit account(s) you would like to open: PGR Timber Limited ☐ Connect Plumbing & Heating Supplies Ltd ☐

Initial Credit Limit (per account):	
Signature:	
Full Name:	
Position:	
Date:	

For limited companies: Must be signed by a current Company Director listed at Companies House.
For Sole Traders: Must be signed by the Proprietor.
For Partnerships: Must be signed by one of the Partners.
For Charities: Must be signed by a trustee.
For all other entries: Must be signed by the person who has financial responsibility (treasurer/secretary).

By signing this application, you confirm you have read, understood and accept the Terms & Conditions of Sale.

OFFICE USE ONLY

Please check all mandatory fields have been completed.

Application Issued By:		For Branch:	
Credit Limit Approved:		Issued By:	

FOR ANY ENQUIRIES RELATING TO THIS FORM CALL 01268 330036

PGR

Builders & Timber Merchants

BEFORE POSTING YOUR COMPLETED APPLICATION FORM, PLEASE ENSURE THE FOLLOWING ITEMS ARE COMPLETED OR YOUR APPLICATION WILL NOT BE PROCESSED:

Have you enclosed two forms of identification? ☐

- **Photographic ID** *(driver's licence or passport)*
- **A recent utility bill**

Have you provided your trade references? ☐

Have you filled in your required credit limit? ☐

Have you completed your bank details? ☐

PLEASE RETURN YOUR COMPLETED APPLICATION FORM TO:
PGR Timber Limited/Connect Plumbing & Heating Supplies Ltd,
Courtauld House, Courtauld Road,
Basildon,
Essex,
SS13 1RZ

CONNECT

PLUMBING & HEATING SUPPLIES

Registered Office: Courtauld House, Courtauld Road, Basildon, Essex SS13 1RZ
Company Registered Numbers: PGR Timber Ltd - 1832731 / Connect Plumbing & Heating Supplies Ltd - 06025052
April 2023

TERMS & CONDITIONS OF SALE
& CUSTOMER PRIVACY POLICY

Please detach and retain for your records

PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd ("The Company/Companies") TERMS & CONDITIONS OF SALE

Please detach terms & conditions and retain for your records

Your attention is in particular drawn to terms 4 and 5.

If you are a consumer (as defined by the Consumer Transactions (Restriction on Statements) Order 1976) we recognise that you may have additional rights under statute if we fail to carry out our obligations to you and for the return of defective goods and confirm your statutory rights are not affected by these terms.

DEFINITIONS

In these terms "we" or "us" means the member company of the PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd specified in the contract for the sale of goods and/or services to you; "you" means the person, firm or company who purchases the goods and/or services from us; and "our" and "your" shall be construed accordingly and "contract" means any order which has been accepted by us.

1. GENERAL

Unless otherwise agreed in writing by a Director acting on behalf of the Company the Company's conditions herein set out shall be deemed incorporated in any order placed by the buyer and any acceptance of a Buyer's order by the Company shall be deemed subject to the acceptance by the Buyer of these conditions. In the event of any conflict arising between these conditions and any condition which the Buyer might additionally seek to impose in relation to his order these conditions shall prevail. These conditions override and replace any other conditions of the Company and no Agent or Representative of the Company has any authority to vary or omit these conditions or any of them.

2. ACCEPTANCE AND VARIATION OF PRICE

(a) Unless we otherwise agree in writing, the price payable for the goods and/or services shall be the price applicable on the date of delivery or deemed delivery for goods and the date the services are carried out for services.

(b) The price for the goods and/or services shall be exclusive of any value added tax, which shall be payable by you at the rate applicable at the tax point.

(c) We may at any time after acceptance of an order and without notice, but prior to delivery, revise the price payable for the goods and/or services to take account of increases in costs including, without limitation, costs of any goods or materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and variation in exchange rate.

(d) Unless we otherwise agree in writing, we may charge you the cost of delivering the goods to you.

(e) We may charge for any special packaging to cover the cost of labour and materials. We will charge for pallets, crates, and cases but these charges will be credited in full if such items are returned to us carriage paid and in good condition within seven days of delivery. Where we agree to collect such pallets, crates, and cases, you shall make such items available for collection on request.

3. TERMS OF PAYMENT

(a) If you fail to pay us any sum due (and whether or not any part of your account is subject to query), we may, in addition to our rights under 3(b), appropriate any payment made by you to such of the goods and/or services (or such goods or services supplied under any other contract between you and us) as we may think fit; and you shall be liable to pay us interest on such sum at the annual rate of 8% above Bank of England Base Rate from time to time of NatWest, accruing on a daily basis, or, at our option, interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002) from the due date for payment until payment is made in full, whether before or after any judgment, together with all costs and expenses incurred by us in recovering sums due or exercising our rights under this provision, including our debt recovery costs.

(b) We shall be entitled to cancel or suspend a contract if you fail to pay us any sum due pursuant to the contract (whether or not any part of your account is subject to query) or any of the following events occurs or we believe is likely to occur:

(i) you have a bankruptcy order made against your make an arrangement or composition with your creditors, or otherwise take a benefit for the relief of insolvent debtors; or

(ii) you convene a meeting of creditors or enter into liquidation; or

(iii) you have a receiver and/or manager, administrator or administrative receiver appointed over your undertakings or any part; or

(iv) a resolution is passed, or a petition presented to any court for your winding-up or for the granting of an administration order in your respect, or any proceedings are commenced relating to your insolvency or possible insolvency; or

(v) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or

(vi) you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

(vii) any event similar to the above occurs; or

(viii) you fail to observe or perform any of your obligations under the contract or any other contract between us and you; or

(ix) you encumber or in any way charge any of the goods.

(c) Credit accounts may only be opened at our discretion and are subject to satisfactory references. We may set a maximum amount of credit allowable upon each account and withdraw credit facilities without explanation. You agree that we may obtain, retain, and provide to third parties, references as to your financial standing. Any change in the constitution of your organisation must be notified to our Head Office Credit Services Department in writing prior to it occurring in order that credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our confirmation in writing. Until new credit facilities are agreed, the existing entity and any new entity shall be jointly and severally liable for any debt due to us.

(d) All accounts are for settlement (net of discount) in advance unless alternative terms are agreed in writing on behalf of the Company. Failure to make due payments in respect of deliveries or instalments under this or any other Contract between the Buyer and the Company shall entitle the company to delay, suspend or cancel deliveries in whole or in part at its option.

(e) If credit is given the settlement of the account is to be made within thirty days of the end of the month of dispatch or collection of the goods unless otherwise agreed in writing by a Director of the Company.

(f) Any payment or part payment thereof remaining unpaid after such period of 30 days shall in the absolute discretion of the Company carry interest thereon at the rate of 8% per cent per annum above the B.O.E. base rate prevailing during the period such unpaid amount remains unpaid and shall be added to the said amount due from the Buyer to the Company and calculated daily subject to the right of the company in its absolute discretion to add a credit charge (payable by the Buyer) to all accounts.

(g) Payment shall be due whether or not property in goods has passed by virtue of Clause B hereof and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in goods has not passed.

(h) If payment shall be made by cheque and such cheque shall not (for any reason) be paid by the Bank upon which drawn then the Buyer shall indemnify the company in respect of all Bank Charges incurred by the Company directly or indirectly consequent upon such non-payment including the cost of representation where applicable.

4. DELIVERY OF GOODS

(a) Unless otherwise agreed by us, delivery of the goods shall take place at our place of business. Delivery shall occur when you take possession of the goods at our premises or (where we agree to deliver) when the goods are ready for unloading at the delivery address.

(b) Any dates and times we specify for delivery of the goods are an estimate. We shall not be liable to you if we do not deliver on or at any particular date or time. Time for delivery shall not be made of the essence by notice.

(c) If you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods because you have not provided appropriate instructions, documents, or consents, we shall be entitled to immediate full payment and risk in the goods shall pass to you. We may store such goods until delivery and you shall be liable for all related costs and expenses arising from such non delivery including transport and storage costs. If you fail to accept delivery of the goods within 6 months of the date of contract, we may sell or dispose of those goods (whether or not you have paid for them). Storage or disposal costs shall be recoverable from you. Any net proceeds of any sale shall be held on trust for you.

(d) We will deliver to site provided that there is a suitable road to the point where delivery is requested. If no such road exists, delivery will be made to the nearest point at which, in the driver's opinion, the vehicle can safely and lawfully unload. Except where we use a vehicle-mounted crane/ fork truck, you shall be responsible for safely and lawfully unloading the goods and shall provide all necessary labour and equipment. We may charge you an additional fee if you delay in taking delivery of the goods when tendered. If any goods, packaging or container has been delivered and deposited, whether on the public highway or elsewhere, you shall be responsible for all steps that need to be taken for the protection of persons or property in relation to such goods, packaging, or containers and shall indemnify us in respect of all or any costs, claims, losses, or expenses which we may incur as a result of such delivery.

(e) We shall not be liable for any shortages in quantity delivered unless you give written notice to us of such shortages within two working days of delivery. In any event our liability shall be limited to making good the shortfall or (at our option) issuing a credit note or refund at the pro rata contract rate against any invoice raised for such goods.

(f) We may deliver the goods by separate instalments. Each instalment shall be a separate contract and cancellation or termination of one instalment shall not entitle you to cancel any other instalment.

(g) Any query about delivery shall be made as soon as possible and in any event within twenty-eight days of the date when the goods would in the ordinary course of events have been delivered else the goods shall be deemed to have been delivered in accordance with the contract.

(h) We shall not be responsible for taking back any non-chargeable packaging/pallets.

(i) The cost of any testing of the goods that we deem is necessary whether or not in your presence, will be charged to you, unless prior written agreement has been obtained from us. If you (or your representative) delay in attending such tests, after seven days' notice of the place and time of such tests, the tests will proceed in your absence and shall be deemed to have been carried out in your presence.

5. LIABILITY

(a) If any goods or services are defective due to defective workmanship or material, we shall (at our

option) repair or replace such goods (or the defective part) or rectify the defective service or refund the price of such defective goods or services at the pro rata contract rate provided that:
(i) you give us written notice of the defect within seven days of the date of delivery or completion of the services or, in the case of a defect which is not discoverable upon reasonable examination, within seven days of the time when you discover or ought to have discovered the defect (and in any event within twelve months from the date of delivery or completion of the services);
(ii) we are given a reasonable opportunity after receiving notice to examine such goods and/or services (in situ) and (if asked to do so by us) you return such goods to our place of business for the examination to take place there;
(iii) wyou do not make any further use of such goods after giving such notice;
(iv) the defect is not due to wilful damage, negligence (other than ours), fair wear and tear, alteration or repair of such goods without our prior written consent or incorrect storage, application, movement, installation, commissioning, use or maintenance of the goods (other than by us); and
(v) the defect is not due to any act or omission of you, your agents or contractors.
(b) Our entire liability for defective goods and services is set out in 5(a) and in particular we shall not be responsible for either the cost of removing the goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement goods unless due to our defective service.
(c) On request, we will provide information about any manufacturer's guarantee offered and available to you in respect of the goods but we are not legally responsible for any obligation under manufacturer's guarantees. Where the goods contain a warranty or guarantee offered by us please refer to the special conditions applicable on our website or available upon request.
(d) Save as expressly set out in these terms, all warranties and other terms implied by statute or common law (save for the term implied as to title) are, to the fullest extent permitted by law, excluded from the contract.
(e) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.
(f) We shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or any other indirect losses whatsoever and howsoever caused.
(g) Nothing in these terms excludes or limits our liability for (a) death or personal injury caused by our negligence, (b) fraud or fraudulent misrepresentation; and (c) any other matter which it would be illegal for us to exclude.
(h) Where goods are manufactured in compliance with any designs, specifications or drawings supplied by you or your customer, you shall indemnify us against all proceedings, costs, claims, losses or demands in respect of any infringement or alleged infringement of any intellectual property rights whatsoever of third parties in any part of the world.

6. RISK AND TITLE TO GOODS
(a) The risk in the goods passes to the Buyer upon delivery (howsoever effected) but property in the goods remain vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the buyer of all sums due on whatsoever account or grounds to the Company from the Buyer. In the event of the goods being sold by the Buyer in such manner as to pass a third party a valid title to the goods whilst any such sums are due as aforesaid, the Buyer shall be the Trustee for the Company of the proceeds and the Buyer shall place such proceeds in a separate bank account. The Company's rights under this sub-clause (a) shall attach to the proceeds of sale. Nothing herein contained or implied shall constitute the Buyer the Agent of the Company for the purposes of any such sub-sale.
(b) The Buyer agrees that prior to full payment being made as aforesaid the Company may at any time by its servants or Agents enter upon the Buyer's premises without giving any prior notice and remove the goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.
(c) In the event of the goods becoming constituents of or being converted into other whilst sums are due as provided in sub-clause (2) hereof the Company shall have the ownership of and title to such other products as if they were the goods and accordingly this clause (b) shall so far as appropriate apply to such other products subject to the Buyer's right to the surplus of any monies realized by the said products in excess of those due to the Company as provided herein.
(d) Any implied authority that the Buyer shall be entitled to sell the goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until otherwise notified to the Buyer by the Company whereupon the happening of any of the following events such authority shall immediately be withdrawn and shall forthwith terminate and all such goods and products made therefrom shall immediately be delivered to the Company.
(i) Any distress execution or other legal process being levied upon any of the Buyer's assets.
(ii) Any notice to the Buyer that an Administrative Receiver or other Receiver is to be or has been appointed in respect of the Buyer's undertaking material part thereof or other property or assets.
(iii) Any notice to the Buyer that a petition for an Administration Order is to be or has been presented in respect of the Buyer.
(iv) Any notice to the Buyer that a petition to wind up the Buyer is to be or has been presented to the Buyer or any notice to the Buyer of a proposal to pass a Resolution to wind up the Buyer (including any proposal by the Buyer so to do).
(v) A decision by the Buyer or any proposal to the Buyer and the Buyer's to make a voluntary arrangement or Composition with its creditors.
(vi) Presentation of a petition for bankruptcy by the Buyer or notice to the Buyer that a petition for bankruptcy is to be or has been presented to the creditor(s) of the Buyer. Any upon the happening of any such events as stated in 6(d)(i) above the Buyer shall immediately notify of the Company (vii) On any one or more of the events referred to in Clause 6(d)(i) occurring the Company may at its option and without prejudice to any other rights and remedies it may have determine to the Buyer (viii) In the event of a determination by the Company of the Contract in accordance with sub-clause (vii) above the Company shall be entitled to recover as damages from the Buyer the following:
(a) The value including any work completed of goods manufactured at the date of determination.
(b) The value including any work begun or goods begun to be manufactured but not completed at the date of determination including the cost of materials, labour, overheads and profit in connection therewith.
(c) A sum representing any further profit which the Company would have made on the Contract but for its determination by the Company's Auditors whose decision shall be conclusive and binding on the Buyer.

7. SAFETY INSTRUCTIONS
The erection and/or installation and/or other use of the goods is the Buyer's responsibility. The Buyer undertakes with the Company that he will ensure compliance so far as reasonably practicable by the Buyer's servants agents licensees and customers with any instructions (where given) of the Company or the manufacture for the purpose of ensuring that the goods will be safe and without risk to health when properly used and will take any other steps or precautions as having regards to the nature of the goods are necessary to preserve the health and safety of persons handling using or disposing of them. Copies of instructions are enclosed with products. If not, it is the Buyer's responsibility to request them from the Company.

8. SET OFF
The Buyer shall not be entitled to withhold or set off payments or any amount due to the Company under the terms of the Contract against any claim of the Buyer in respect of faulty or defective goods or for any other reason.

9. FORCE MAJEURE
We may defer the date of delivery, cancel the contract or reduce the volume of the goods and/or services ordered by you (without liability to you) if we are unable to deliver or supply due to any cause beyond our reasonable control (including the acts or omissions of our suppliers and subcontractors).

10. CONSUMER TRANSACTION
In the case of a consumer transaction within the meaning of Article 4(a) of The Consumer Transaction (Restriction on statements (Amendment) order 1978 or any amendment or replacement thereof for the time being in force:
(a) The Terms of Clause S thereof shall not apply to the extent that they would be rendered void by Section 6 or 20 of the Unfair Contract Terms Act 1977.
(b) ANY STATEMENTS MADE HEREIN ABOUT THE RIGHTS THAT THE BUYER HAS AGAINST THE COMPANY OR ABOUT THE OBLIGATION TO THE BUYER ACCEPTED BY THE COMPANY IN RELATION TO THE GOODS BEINGS RIGHTS OR OBLIGATIONS THAT ARISE IF THE GOODSARE DEFECTIVE OR ARE NOT FIT FOR A PURPOSE OR DO NOT AFFECT THE BUYER'S STATUTORY RIGHTS.

11. LEGAL INTERPRETATION
The Contract is governed by the Law of England and Wales. Any dispute arising out of or in connection with this contract shall be determined by the Courts of England and Wales.

12. SEVERANCE
In the event of any of the conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

13. HEALTH AND SAFETY
Certain goods supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such goods is available from us. You undertake that you will ensure compliance by your employees, agent sand customers with any instructions given by us or the manufacturer or our supplier and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using, or disposing of them.

14. WASTE
You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations, and waste management licences relating to such waste, including the appropriate disposal by you of any goods marked with a crossed-out wheelie bin symbol, save where you are a consumer and it is our responsibility at law. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this provision.

15. COMPLIANCE WITH BRIBERY LEGISLATION
You agree that you will not, in connection with the goods or services to be supplied under this contract, bribe or attempt to bribe us, or any of our employees, agents or affiliates nor cause us to be in violation of any applicable bribery or anti money laundering laws. We may terminate the contract in the event of your breach of this clause. You shall indemnify us against all liabilities, costs, expenses, damages, claims, demands and losses suffered or incurred by us arising out of or in connection with any breach of this clause, whether or not the contract has been terminated.

PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd CUSTOMER PRIVACY POLICY

Please detach terms & conditions and retain for your records

POLICY OVERVIEW
PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd ("Us/We") have developed this Privacy Policy to clearly explain how we collect, process, retain and share your personal data when you use our services and visit our websites.

We are committed to complying with the current data protection laws of the EU General Data Protection Regulation 2018 (GDPR) and protecting your privacy. The information we collect is used to provide you with a greater service in order to assist you through your project(s). This privacy statement sets out everything; from what data we collect and how we do it, to how we protect and store the data. It will also explain what your rights are regarding that information and how you can correct any errors in the information that we hold on you.

1. INFORMATION WE COLLECT
We will collect many types of personal information from you, including but not limited to:
- Name
- Photographic ID
- Date of birth
- Job Title
- Home address
- Email address
- Property searches
- Banking details
- Land Registry details
- Landline and mobile numbers
- Utility Bill(s)
- Credit Reports

Other forms of personal data may be obtained via CCTV footage for example when you visit one of our premises or via dash cameras that are fitted in our vehicles.

If you are involved in or have witnessed an accident at one of our sites and/or involving one of our vehicles, we may have to collate personal information from you in order to investigate the incident fully. If whilst visiting one of our establishments the fire alarm sounds, the appointed fire marshal may take some personal information from you.

WORKERS, SUBSIDIARIES AND SUBCONTRACTORS
We may also collect this information relating to any workers, subsidiaries, and subcontractors that may carry out works on your behalf. Through their use of your account, they are agreeing to the terms outlined in this policy via your acceptance of the document within the account application process. As such, it is the responsibility of both yourself and/or your company to inform said associates of the existence of this document and show them a copy where necessary. It is also your duty to explain the obligations of this policy as well as the said associate's acceptance of it.

HOW WE COLLECT INFORMATION
The primary source of this information is when you complete an account application form, this will be directly via you completing the document as well as indirectly whilst we carry out processes such as credit checks. Other ways in which we collect data is when you make an enquiry about a product(s), receive a quotation, place an order with us, access our website, enter any of our surveys or competitions and also via any correspondence that you may send us. Due to training purposes, there may also be instances when calls are recorded.

HOW WE USE INFORMATION
We use the information that you have provided us in the following ways:
- To complete the account opening process (if applicable),
- To manage your account (if applicable),
- To process orders,
- For record keeping purposes,
- To notify you on important company changes or developments,
- To ask for your opinion on our services,
- To inform you of special offers and promotions,
- To give you a greater personalised experience online,
- To ease your online experience via stored payment information,
- To report any claims for/against us such as accident logs and CCTV footage.

All of which is undertaken to fulfil and comply with our legal and statutory requirements.

wWHERE DATA IS STORED
We currently use two main methods for storing the personal information that we obtain. In the current digital age, primarily we store the majority of personal information on our computer system. We do also keep paper hard copies of some documents that we believe are of a high importance. We only store information for as long as it is deemed necessary, after which time it is securely disposed of.

HOW WE PROTECT YOUR DATA
Due to both the large amount of personal data as well as the sensitivity of it, the security of where it is stored is of paramount importance to us. We maintain procedural, physical, and organisational security measures designed to provide protection for your Personal Data against loss, abuse, unauthorised access, exposure, and modification. We do this by engaging with relevant software and physical security in order to keep your data safe. Any paper copies that we keep are stored securely with minimal copies to minimise the possibility of a data breach. We also restrict access internally so that only employees who need your information to complete their work are able to do so. Whilst protecting your data is of an upmost importance to us, we cannot take responsibility for protecting any personal data once it has been shared with third parties. Whilst we are disciplined in meeting with the compliance of GDPR, we may not be able to confirm the subsequent receiver's complicity nor take an accountability for this.

DATA BREACHES
Any data breaches that occur within our security system, we will make all those affected aware within a 72 hour period in compliance with GDPR 2018.

COOKIES
We currently use cookies within our websites. When you use our websites, a consent box will pop up where you need to consent to their use. Cookies are small files that are transferred to your computer's hard drive. They are common practice and are used to aid your experience of a website whilst also informing the website owner of information such as spending habits and movement throughout a website. Our cookies do not contain any personal data that allows us to identify who you are. We use them to track website traffic and areas that are accessed. For more information please see our Cookies Policy.

WEBSITE
Whilst we maintain our website security, it is important to let you know that any transmission of information over the internet is not completely secure and as such any transmission is at your own risk. We can also not take responsibility for any third party websites that are accessed via any links hosted on our own, therefore please do not submit any data without checking their own privacy policy.

MARKETING
In compliance with GDPR and Privacy and Electronics Communications Regulations (PECR), we currently engage in a direct marketing policy. If you agree to receive our Marketing via our Account Forms, your details will be safely recorded on our system so that we can send you exclusive offers, deals, and news. This will be via Email or SMS and across our Social Media Platforms.
We do call on individuals/businesses that are currently not our customers from time to time. This only happens with people that we believe would be interested in our services and are currently missing out. If anyone states they do not want to receive contact from us again, then we note it and make sure that does not happen.

DISCLOSURE OF YOUR INFORMATION TO THIRD PARTIES
We do not currently share your information outside of its holding company, any of its subsidiaries and/or affiliated companies for marketing purposes. We do not share your information with third parties unnecessarily, however, there are some instances when this is unavoidable such as:
- In the event that any business assets are bought or sold, your personal information may need to be disclosed to the prospective buyer/seller.
- The acquisition of the PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd by a third party would result in all personal data being transferred to the buyer.
- To obtain a greater competitive pricing structure from our suppliers, proof of purchase via customer data being shared is a necessity.
- Should law enforcement or other government agent require information under legal obligation, we would then share personal information relating to the request.
- It may be necessary to share personal information in order to protect the integrity, rights and/or assets of PGR Timber Limited and/or Connect Plumbing & Heating Supplies Ltd, its customers, employees or other third parties; through Police reports, CCTV footage, vehicle dash camera footage, vehicle tracker information and accident reporting to our insurers.

In the event that your information is shared with third parties, we endeavour to do so in a secure manner.

CCTV FOOTAGE
We currently employ the use of CCTV cameras and security systems at all sites. This is predominantly used to deter and/or resolve cases of theft, however, we can also use the information if there is an accident on site, to check loading, confirm that products are being stored correctly and ensure our Health and Safety standards are met.

Whilst carry recording footage for largely security purposes, customer data can also be obtained entering and/or exiting and whilst being on site. We keep the copies of CCTV footage for no longer than three months, to protect against historic incidents, after which time the data is overwritten.

CHANGES TO OUR PRIVACY POLICY
We are committed to working within the parameters of the GDPR 2018 legislation. As such, we regularly conduct audits on our policies and procedures to ensure that we are meeting the current regulations. Should any major changes occur in our policy, we will endeavour to make all of our customers aware via as many means as possible such as; on our websites, via email and in-store.
This policy was last updated on the 3rd April 2018.

YOUR RIGHTS
Under the GDPR legislation, you are entitled to access your personal information. Please be aware that there may be a cost (not currently exceeding £10) that you will incur in order to cover our costs in meeting you request. If you have any such request, or should you believe that any of the data that we currently hold is incorrect, please email us at customerservice@pgrtimber.co.uk or customerservice@connectplumbing.co.uk.

You also have the right under GDPR to withdraw your consent as any time. Should you wish to do so, or you have any concerns or need further clarification, you can also write to us at: PGR Timber Limited/Connect Plumbing & Heating Supplies Ltd, Courtauld House, Courtauld Road, Essex, SS13 1RZ.

LEGITIMATE INTERESTS
Legitimate Interests are areas that the company deem that information must be stored and/or processed is vital to correct function and fundamental for day to day service to operate. For this reason, it may even be that individuals/businesses have not given, and may have even withdrawn, consent yet the company still keeps that information. GDPR states that the legitimate interest must out way the fundamental freedoms and rights of an individual. Therefore, we carry out a full assessment of the area to ascertain the validity. We balance the organisation interests against those of the individual to make sure that it is justified, as well as ensuring that the subsequent impact is minimal. To see a full list of the company's legitimate interests that we rely on as well as an explanation of them in detail, please visit our website and see them all under our Legitimate Interests section within the policy section.

PRIVACY
The aim is to conduct our business whilst protecting your privacy. Previously we did this under the Data Protection Act (1998) and continue to do so under the EU General Data Protection Regulation (2018). This privacy policy forms part of our Conditions of Use. We hope that you currently use us and continue to do so in the future with confidence.