

Terms & Conditions

Sparky’s Mate Ltd 30-Day Business Account – Terms & Conditions  
These Terms and Conditions apply in conjunction with the General Terms and Conditions, which can be found at [www.sparkysmate.com](http://www.sparkysmate.com)

GENERAL

Not with standing anything to the contrary these Terms and Conditions contain the only terms upon which Sparky’s Mate Ltd will provide Goods via a 30-day credit account and shall not be varied unless expressly agreed in writing, signed by a Director of Sparky’s Mate Ltd. These terms and conditions should be read in conjunction with the general terms and conditions displayed on the website [www.sparkysmate.com](http://www.sparkysmate.com). All accounts are subject to status and will only be granted to registered businesses. By applying for an account you authorise us to complete the necessary credit reference checks. We do not supply to addresses outside of the UK other than by specific agreement.

CANCELLATION

The customer may cancel their credit account at any time in writing subject to all amounts being paid in full leaving a balance of nil before the account is closed. Individual orders may be cancelled prior to dispatch by telephone or email. If emailing please allow 24 hours before expected delivery. We reserve the right to cancel any credit account without notice.

TERMS OF PAYMENT

The Customer shall pay within 30 days from the end of the month. Sparky’s Mate Ltd reserves the right to charge interest on a daily basis on outstanding sums at the rate of 2% above Yorkshire Bank plc’s base rate. Payments can be made by PayPal, FPS, BACS or cheque. (Note: From April 4th 2019 Payment by cheque will incur a £10 additional charge for all payments below £1,000. From April 4th 2020 we will no longer be accepting cheques as a form of payment). Should you prefer to order through our online shop you will not qualify for 30 day terms unless you have contacted us through the website to register your online purchases to be allocated to your credit account. You can also order and pay immediately online by credit or debit card, this may help you to manage your credit limit with Sparky’s Mate and you can still benefit from any discounts provided if you are logged into your account. If your account exceeds the credit limit or has outstanding payments against it then no further orders will be dispatched until the account is returned within your credit limit.

DISCOUNTS and SPECIAL OFFERS

From time to time we may offer discounts to account customers based on a qualifying spend level over a period of time. Where a discount is made available then the discount period and amount will be agreed and we accept no obligation to continue the discount beyond the agreed period. We are not obliged to offer discounts and normally these will only apply to existing customers who commit to an annual volume of purchases.

INDICATIVE PRICES

Where product prices are shown exclusive of applicable taxes (and the price may also have a discount incorporated), product prices shown are indicative based on the calculation of the removal from the normal gross price of the discount and then any taxes to present you with an indicative price excluding any taxes that you will pay. Due to the nature of the rounding this may mean that the presentation of the ‘price each’, will only be accurate to two decimal places and therefore is only indicative. The total price you will pay for the order is shown at the basket.

WARRANTY

With the exception of some Special Purchases, all goods supplied by Sparky’s Mate Ltd are subject to manufacturers guarantee; this does not replace your statutory rights. In the event that you are unhappy with any of the goods sold to you, please contact the store you collected them from or were the source of the delivery, at the earliest opportunity.

PLACING AN ORDER

Sparky’s Mate Physical Stores are open from 8:00 till 5:00 Monday to Friday, Telephone Lines are available during these same operating hours, we are closed on Saturdays, Sundays and Bank Holidays. You can still order Online or Email us 24/7 expecting any human response required during working hours.

THE CONTRACT BETWEEN US

30 day Credit Accounts – are based on a contract being formed upon communication confirming that we have dispatched the goods you have ordered from us. Sparky’s Mate Ltd are entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding goods appearing on our website, in advertising or special offer leaflets / literature. If an error or inaccuracy is discovered with regards to the advertised price of the goods that you have ordered before the contract is made we will contact you as soon as possible by email.

The website is updated on a regular basis and new offers are made from time to time. Whilst every effort is made to show the correct availability of goods and the time period in which any offer is available any availability shown on the web site is an indication of the availability at the time of the last update and does not constitute confirmation of availability at the time of order. Sparky’s Mate Ltd are entitled to withdraw from any contract that cannot be fulfilled due to lack of stock or offer no longer being available.

DELIVERY AND COLLECTION OF GOODS

We will make every effort to makes goods available for collection or dispatch on the day of receipt of your order, if received before 12.30pm Monday – Friday. In the event that an item is out of stock you will be contacted within 24 hours. We reserve the right to apply a delivery charge, when confirming how delivery of goods will be fulfilled. Delivery or availability for collection will be made as soon as possible after your order is accepted and in any event within 14 days of dispatch of the order. Any delivery or collection times quoted are estimates only, based on availability, normal processing and delivery companies. Speed and quality of delivery is very important to us; we want you to be more than satisfied with our service. We make every effort to dispatch orders on the day of receipt, if received before 12:30pm, Monday-Friday. Delivery usually takes place within 1-7 working days. In the event we are unable to dispatch your order promptly we will email or call you to advise you of this. On the rare occasion that a product is unexpectedly out of stock, we will email or call you as soon as possible to let you know the estimated time for delivery, allowing you to make alternative arrangements, if you wish. You will become the owner of the goods you have ordered when the goods are dispatched to you from our premises.

REFUNDS

In the unlikely event that goods are faulty we will offer a full refund or exchange. To process a refund please contact team at [help@sparkysmate.com.co.uk](mailto:help@sparkysmate.com.co.uk) Should you order the wrong product then we will provide a full refund when you return the goods to us provided they are in their original packaging and are in a saleable condition. Goods must be returned within 30 days of receipt. In the first instance please contact our customer service team on [help@sparkysmate.com](mailto:help@sparkysmate.com) In the event that we send you the wrong product we will send a prepaid postage label for you to return it and will either replace the goods or provide a full refund. If you do not receive your goods please contact our team ([help@sparkysmate.com](mailto:help@sparkysmate.com)) and we will issue you with replacements free of charge or we will provide you with a full refund.

FORCE MAJUERE

Neither party shall be liable for delay in or failure to perform its obligations under these Terms and Conditions if such delay or failure results from circumstances beyond its reasonable control.

LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with English Law, and the parties hereby submit to the non-exclusive jurisdiction of the English Courts. These terms and conditions, together with the current [www.sparkysmate.com](http://www.sparkysmate.com) website terms and conditions set out the whole of our agreement relating to the supply of the goods to you.

These terms and conditions cannot be varied except in writing signed by a director of [www.sparkysmate.com](http://www.sparkysmate.com) In particular, nothing said by any sales person on behalf of [www.sparkysmate.com](http://www.sparkysmate.com) should be understood as a variation of these terms and conditions or as an authorised Sparky’s Mate Ltd representation about the nature or quality of any goods offered for sale by Sparky’s mate Ltd or on [www.sparkysmate.com](http://www.sparkysmate.com) Sparky’s Mate Ltd shall have no liability for any such representation being untrue or misleading.

Branch Code:

Sales Colleague:

Acc Code:

Credit Score:

Credit Limit:

Date Opened:





### Customer Details

Customer Name & Address:

Postcode:  
Main Purchaser:

Statement & Invoice Address (if different):

Postcode:

Telephone:

Fax:

Mobile:

Opt out of invoice & statement via email: Y / N

Email:

Company Registration Number:

If Not Limited. Name & Address of Proprietor(s):

How long has the company been trading:

Nature of Business:

Trade Reference 1:

Trade Reference 2:

### Bank Details

Bank Name:

Bank Address:

Sort Code:

Account Number:

Credit Limit Required:

### Declarations

1. Each signatory below declares that they are authorised to act on behalf of the above company in applying for the credit facilities with Sparky's Mate (company) and confirm to the attached conditions overleaf.
2. On behalf of the customer, each signatory below gives the company permission to request information from the above bank (if necessary and appropriate) to the substantiate our financial status for credit facility

#### Box 1

Print Name: ..... (Director)

Print Name: ..... (Director)

Signed: .....

Signed: .....

Date: .....

Date: .....

### Personal Guarantee

Each signatory to the guarantee referred below agrees, joint and severally, to personally guarantee to pay to the company promptly on demand all the monies, debts, interest and liabilities of any nature from time to time due, owing or incurred by the customer to the company whether arising under the terms of this agreement or otherwise.

#### Box 2

Print Name: ..... (Director)

Print Name: ..... (Director)

Signed: .....

Signed: .....

Date: .....

Date: .....

**Boxes 1 and 2 HAVE to be completed and signed by AT LEAST ONE DIRECTOR**