

CJS Portsmouth Ltd

Aspen House
Airport Service Road
Portsmouth
Hampshire
PO3 5RA

Enquiries: 023 9243 4500
Sales: 023 9243 4505
Accounts: 023 9243 4501
Fax: 023 9243 4680
Website: www.cjsportsmouthltd.co.uk

enquiries@cjsltd.co.uk
sales@cjsltd.co.uk
accounts@cjsltd.co.uk
purchasing@cjsltd.co.uk
admin@cjsltd.co.uk



Business Name:			
Business Address:			
Telephone Number:			
Fax Number:			
Type of Business Ownership <i>(Limited Company, Partnership, Sole Trader, Other):</i>			
Company Registration Number <i>(if applicable):</i>			
Industry/Type of Business:			
Number of Years Established:			
Current Supplier:			
Accounts Department Contact:			
Accounts Department Address <i>(if different from above):</i>			
Accounts Telephone Number:			
Accounts Fax Number:			
Accounts Department Email:			
Credit Limit:	Amount Required: £	Estimated Monthly Spend: £	
Monthly Statement Required:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	
Monthly Statement to be received via:	Post <input type="checkbox"/>	Email <input type="checkbox"/>	Fax <input type="checkbox"/>

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Please provide two trade references that we may contact:

1.

Name:	
Address:	
Telephone Number	

2.

Name:	
Address:	
Telephone Number:	

Declaration (delete as applicable):

I/we confirm that I/we have read and accept the trading terms of CJS Portsmouth Ltd as set out in the following Terms and Conditions.

I/we also accept that these Terms and Conditions will remain in force until I/we receive any written notification of amendments.

Signed:	
Print Name:	
Position in Company:	
Date:	

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General Data Protection Regulation (GDPR)

When completed, this form may contain *Sensitive Personal Data* as defined by the General Data Protection Regulation (May 2018). All information will be treated as strictly confidential.

Please confirm below that you are happy for us to retain your contact information on our commercial systems in order for us to conduct essential business operations.

I am happy for CJS Portsmouth Ltd to retain my contact details on their commercial systems

Please put a cross in the box that indicates your answer

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Communication preferences:

Please add 'yes' or 'no' in the boxes below

Email	<input type="text"/>
Telephone	<input type="text"/>
Postal	<input type="text"/>

Should any of the above change or if you would like any of the information that we hold removed from our files, please contact our offices immediately so that we can update or remove information accordingly. Contact details are at the end of this document.

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Terms and Conditions of Sale

These terms of trading supersede all previous terms and shall form the basis of any contract entered into by CJS Portsmouth Limited, for the supply of goods after 1 July 2017.

Definitions:

Customer	Person, Company or Authorised Representative of such Person or Company who buys goods
CJS	CJS Portsmouth Limited or Authorised Representative
Delivery Vehicle Side	The premises on which the vehicle delivers
Power Take Off	Taking power from a power source, eg. running engine in order to operate a delivery mechanism

1. Prices

CJS reserves the right to adjust the price by any amount corresponding to any increase in costs occurring after the date of an order due to factors outside the control of CJS.

2. Terms

Unless otherwise agreed, our terms of payment are net monthly account, ie. Payment is due by the end of the month following the month of invoice. The time within which payment is to be made by the customer shall be of the essence of the contract. Any query of any invoice must be raised within **5 working days** from the date of invoice.

If the customer fails to make any payment on due date then, without prejudice to any other right or remedy available to CJS, we shall be entitled to:

- Pass on any charges incurred by CJS for represented or returned cheques
- Cancel the contract or suspend any further deliveries of the goods to the customer
- Appropriate any payment made by the customer against the price of such part of the goods (or the goods supplied under any other contract between the Customer and CJS) as we may think fit (notwithstanding any purported appropriation by the customer); and
- Refer the matter to our debt collection agents*, which will incur a surcharge of 18.3% of the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the

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same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, of which interest is payable both after and before any judgement of the Court and continues to accrue until paid.

**should any personal data be required to be shared with an external agent for this purpose, it is done so under the GDPR 'legitimate interest' basis for processing personal data.*

3. Restocking Charge

Any goods ordered by the Customer and delivered substantially in accordance with customer's instructions, subsequently returned to CJS within **5 working days of receipt** for any reason other than faulty manufacture, will be subject to a restocking charge equal to 15% of the invoice value of the goods, subject to the goods being returned in the same condition as dispatched, and the responsibility for any costs or charges incurred in the return of such goods to the premises of CJS will be the customer's. Any goods returned outside the 5 working day period will not be accepted by the Company and the customer will be required to make the full invoice payment.

4. Delivery

CJS shall use their best endeavours to deliver the goods by the time fixed for delivery, but if from any cause other than the wilful default of CJS, delivery is delayed, we shall not be responsible for any loss or damage thereby to the customer.

Our economy delivery service commences the day after we receive your order, if the order is received before 12.00am. However, if the order is received after 12.00pm, the Company reserves the right to treat this order as being received the following morning, when circumstances make the delivery of the goods ordered impractical.

Where the delivery is fixed by instalment, each instalment deliverable under the contract shall be deemed to be delivered under a separate contract. Defective deliveries of one or more instalments shall not entitle the Customer to repudiate the contract regarding any instalments remaining deliverable.

5. Additional Delivery Charges

CJS may at its discretion, charge such additional sum for delivery and insurance of the goods as is reasonable to cover:

- Unusual or special arrangements requested by the customer in respect of the goods;

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- Any additional cost incurred by the Company from a third party in respect of delivery charges
- Delivery of the goods during a day designated by CJS from time to time as a day closure provided that such dates (if any) shall be advised to the customer by CJS's sales office upon the placing of an order
- Orders of a value lower than the minimum order value as may from time to time be notified by CJS's sales office. The minimum order may be amended by CJS without prior notice to the customer;
- Delivery of the goods to be addressed outside the UK mainland;
- Delays in delivery of the goods caused by instructions from the Customer and or by the failure of the Customer to give adequate delivery instructions or information to CJS.

6. Delivery if Incorrect Goods

The Customer shall inspect the goods immediately on delivery thereof and shall within **5 working days** after delivery give notice to CJS of any matter or thing by reason whereof he may allege the goods are not in accordance with the contract. If the Customer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to accept and pay for the same accordingly.

7. Returned Goods

Goods and packages should be returned to the premises of CJS in the same condition as they were dispatched within **5 working days of receipt**. Returns will not be accepted if they are damaged in any way, or if the package quantities are different from that specified on the packing. Any goods returned outside the 5 working day period will not be accepted by the Company and the customer will be required to make the full invoice payment.

8. Risk

The risk of the goods shall remain with CJS until delivery by CJS or collection of the goods by the customer or payment for the goods by the customer, whichever is the earlier, at which time the risk of the goods shall be transferred to the customer.

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9. Reservation of Title

The ownership of goods (including packaging) delivered under any contract shall remain with CJS until payment in full has been made to CJS for all monies owing in whether under this or any other contract account.

If any payment is overdue, whether under this or any other contract between CJS and the customer, or the customer enters or threatens to enter any insolvency arrangements or procedure (including, but not limited to administrative receivership or liquidation) CJS may, without prejudice to any of its rights, recover or recall any or all of the goods including packaging which CJS retains title by virtue of this condition and may, whether by itself or by agents duly appointed, enter upon the customer's premises for that purpose.

Notwithstanding that title to the goods (including packaging) has not passed to the customer, CJS shall be entitled to maintain an action for the price of the goods and/or packaging.

CJS shall be under no liability in contract, tort or otherwise for any loss, damage or injury whatsoever arising directly or indirectly out of the supply or use of the goods paid or unpaid outside of its own premises.

Each paragraph or sub paragraph of this condition is separate, severable and distinct.

10. Guarantee

Except as otherwise provided in these conditions, sections 12 of the Sale of Goods Act 1979 is implied into the contract.

The goods sold by CJS shall be in accordance with the specification supplied by CJS (if any) and shall be of satisfactory quality but are not tested or sold as fit for any purpose unless specifically agreed in writing by CJS. The services shall also conform to the specification supplied by CJS (if any) and be carried out with all reasonable care and skill.

If the condition of the goods or services is such as might (subject to these conditions) entitle the customer to claim damages, to repudiate the contract or to reject the goods or services the customer must first ask CJS to repair or supply satisfactory substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or service in respect of which the complaint is made.

If CJS does so repair or supply satisfactory substitute goods or services or repayment then CJS shall be under no further liability in the respect of any loss or damage of whatever nature arising in relation to those goods or services.

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11. Liability

Nothing contained in these conditions shall limit or restrict CJS's liability for death or personnel injury because of CJS negligence, nor does CJS limit or restrict its liability for fraudulent misrepresentation under the Misrepresentation Act 1967.

CJS or CJS's manufacture or suppliers provide written instructions and/or advice to the customer for the safe use of CJS's goods and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging. CJS accepts no liability whatever for any losses, cost or other claims caused where the customer uses its own containers or in the event the customer fails to use the supplier's goods, containers or other packaging in accordance with the written safety instructions and/or advice.

Where CJS delivers goods and containers/packaging to the customer, the point of delivery will be the responsibility of the delivery vehicle side and CJS accepts no liability whatever for losses, costs and other claims in connection with the transfer of the goods and containers/packaging from the delivery vehicle side to the customer's storage location.

Where the customer receives goods via a Power Take Off delivery system, it is the customer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery and CJS accepts no responsibility for any claims, losses, costs or damages caused at and from the point of transfer to the customer's installation.

Where CJS **delivers** the goods to the customer, CJS ensures that all packaging in the form of crates, drums, boxes, carboys etc. are suitable to protect the goods from damage during delivery. CJS accepts no responsibility for loss or damage caused where such packaging is used for future transportation of the goods or other unconnected goods and the customer must satisfy themselves that the goods are safely packaged for such transportation.

Where the customer **collects** the goods from CJS, although CJS ensures that all packaging in the form of crates, drums, boxes, carboys etc. are suitable to protect the goods from damage during transportation, CJS accepts no liability for any loss or damage caused where such packaging is used for future transportation of the goods or other unconnected goods and the customer must satisfy themselves that the goods are safely packaged for such transportation.

Where the customer collects the goods from CJS, CJS may inspect any collection vehicle used by the customer, CJS shall not be responsible for losses caused or claims made to the customer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.

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Unless CJS has specifically confirmed to the customer that the goods are suitable to be mixed with any other goods, CJS accept no liability for admixture of the goods with any other goods and it shall be the customer's sole and entire responsibility to ensure that the products concerned and the containers to be used are entirely suitable for admixture and/or transfer of such.

For the avoidance of doubt, under no circumstances whatever shall CJS be liable for losses special to particular circumstances of the customer, indirect or consequential losses of profits, damage to property or wasted expenditure. Furthermore, CJS's liability shall not exceed the contract price of the goods.

12. Termination

CJS shall be entitled forthwith to terminate any contract between it and the customer by written notice if the customer fails to pay any invoice in accordance with these conditions, where control of the customer changes during the period of the contract or where the customer commits any continuing or material breach of these conditions of the sale or makes composition with its creditors suffers any distress or execution to be levied upon its assets or is wound up either compulsory or voluntarily or suffers a receiver to be appointed or otherwise ceases or threatens to cease to carry on business.

13. Assignment

The contract between CJS and the customer is principal and is not assignable without the consent of CJS.

14. Force Major

CJS shall have the right to cancel or delay performance of the services or deliveries of the goods if it is prevented or hindered in, or delayed in manufacturing or delivering the goods or services or any part thereof through and circumstances beyond its reasonable control, including but not limited to war, riot, government requisitions of any kind, suspension or loss of means of transport, strikes, lock outs, labour disputes, fire, explosion, flood, accident, failure of a third party to supply CJS, breakdown of machinery or anything directly or indirectly interfering with the raw materials or manufacture, supply shipment, arrival or delivery of the goods. During any such period of cancellation, the customer shall have the right to purchase elsewhere at its own risk and such quantities of the goods or services as may be necessary.

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15. Variations

No variation to any contract shall have effect unless signed in writing on behalf of CJS by an officer of CJS.

16. Jurisdiction

The contract shall be governed and interpreted according to the laws of England and shall be subject to the jurisdiction of the English Courts.

To ensure that we continue to provide the best possible service to our customers, we may monitor or record telephone calls when speaking with customers.



Registered in England No. 4574141 VAT No. 807 8723 08