

HEAL'S

Trade Account Application

PLEASE RETURN COMPLETED FORM VIA EMAIL

Trade Department, Heal & Son Limited | *email* trade@heals.co.uk | *telephone* 020 7896 7560

Please ensure that this application is completed as fully as possible to allow it to be processed promptly. **DATE OF ENQUIRY**

Section 1

Company name

Invoice address

Postcode

Country

Tel no.

Fax no.

Website

Contact name

Email address

Tel no.

Mobile no.

ACCOUNTS DEPARTMENT MAIN CONTACT FOR ALL PAYMENT CORRESPONDENCE

Accounts Department contact name

Position

Tel no.

Fax no.

VAT no.

Registration no.

Email

NATURE OF BUSINESS

INTERIOR DESIGNER:

with showroom

without showroom

PROJECT PROCUREMENT:

Hotel

Office

Restaurant

Other

ARCHITECT / SPECIFIER

PROPERTY DEVELOPMENT

B2B

OTHER (please specify)

GENERAL DATA PROTECTION REGULATION

USE OF YOUR INFORMATION

If you'd like to keep up to date with the latest news, monthly special offers and deals from Heal & Son Limited, please indicate your preferred method below:

Email

Post

You can opt out at any time by emailing dataprotection@heals.co.uk. For more information on how we use your data read our Privacy Policy overleaf.

Section 2

TRADE REFERENCES

PLEASE PROVIDE TWO RELEVANT TRADE INDUSTRY REFERENCES WHO CAN BE CONTACTED TO VERIFY YOUR INDUSTRY RELEVANCE

Contact

Trading name

Address

Postcode

Email

Tel no.

Contact

Trading name

Address

Postcode

Email

Tel no.

HEAL & SON LIMITED, 196 TOTTENHAM COURT ROAD, LONDON W1T 7LQ

Registered Office as above. Registered in England & Wales Number 926722. VAT number GB524300689.

Section 3

LEGAL REQUIREMENTS

ALL APPLICANTS TO COMPLETE

By signing my name, I accept that:

- a. I have read and understood the Heal & Son Limited Trade department Terms & Conditions.
- b. The information provided is correct and can be relied on.
- c. I am authorised to bind the account holder to this agreement.
- d. Heal's reserve the right to decline applications and amend or withdraw accounts subject to company policy.
- e. I, the authorised person, agree to guarantee performance of all the company's current & future financial obligations to Heal & Son Limited.
- f. I hereby agree to comply with the Terms and Trading conditions of Heal & Son Ltd Trade department.

Name
Position
Signature

Date

Please note in the case of Ltd/PLC/LLP/LP Business this form must be signed by a director

FOR HEAL'S USE ONLY

Trade references taken

Application signed

Signed

Account no.
Date

(Agreement date)

(On behalf of Heal & Son Limited)

HEAL'S Trade Account Application

TERMS & CONDITIONS

This is an agreement between Heal & Son Limited (Heal's), and you (the client) for the registration of a trade account with Heal's. Upon our acceptance of your application, you will be deemed to have consented to these terms by your use of the Account.

ACCOUNT

1. By being a Trade client, you accept responsibility of both payment and specification of all items ordered under the account name.
2. We reserve the right to close your Trade Account at any time on the provision of one month's written notice or with immediate effect should you, the client, break any terms on which you purchased the goods.
3. You may end this account agreement at any time by giving us notice and by paying in full any outstanding balances.
4. You must tell us immediately if:
 - a) You become aware that the Account is being misused, whether fraudulently or in any other way; or
 - b) The invoices appear to wrongly include an item.
5. All account amendments need to be communicated to us with immediate effect in writing to Trade Department, Heal & Son Limited, 196 Tottenham Court Road, London, W1T 7LQ or by email to trade@heals.co.uk.
6. We may transfer any or all of our rights and obligations under this agreement. This agreement is personal to you and only you are permitted to use the Account.

PRICING

7. We are unable to offer Trade discounts on the following:
 - Gift vouchers.
 - Retrospective retail/online sales.
 - Ranges that belong to our Lowest Price Guarantee category.
8. Discounts exceeding standard parameters for bulk purchases are possible, and are agreed on a case by case basis with the Head of Heal's Trade.
9. To qualify for a Trade discount, all orders need to be processed through the trade department. Trade sales are unable to be placed through store/online channels.
10. In order to be eligible for discount, we require a minimum order value of £250.

PAYMENT

10. Any payment to us must be in Pounds Sterling by way of direct debit, BACS, CHAPS, bank transfer or as otherwise notified by us to you. All banking charges need to be covered by you, the client. The full amount is requested unless a deposit is agreed with the Head of Heal's Trade.
11. On placement of your order you will be invoiced for the full value of the order less any trade discounts due. In the case where a deposit is paid, full

payment is required before the release of the order for delivery.

ORDERS

12. You will be sent confirmation of your order by e-mail unless otherwise specified with you in writing. A 48hour cooling down period is awarded to you to allow for any amendments/cancellations to your order, after which the order will be processed and we cannot accept any form of cancellation/amendment. If, after this period has elapsed, you do request a cancellation or an exchange, we will retain the full order amount.
13. Heals reserves the right to cancel any orders that for any unforeseen circumstances are unable to be placed with or fulfilled by our supplier. Should this arise, Heal's will refund all monies paid in relation to the order and will not be required to pay any compensation.

SPECIFICATION

14. As an industry professional, it is understood that you are familiar/accountable for all items specified by point of purchase. This extends to all finishes, specs and material variances, fabric batching, aging processes and limitations (including but not limited to fabric, leather, wood and marble properties).
15. All contract needs and certification requirements must be highlighted before point of purchase.
16. We take responsibility only for finishes and swatches discussed directly with your account manager or a member of the Trade team. As such, all samples must be requested through the department.
17. Heal's reserves the right to change the specification of our products without prior notice. The measurements of all products are as accurate as possible but some variation may apply.
18. Showroom models may vary in age and therefore your goods may vary in appearance from an older model on the shop floor.

LEAD TIMES

19. All lead times quoted are an approximate lead time, based upon the best available information provided by our suppliers at the time of purchase. In the event of a supplier delay, we will do our best to notify you at the earliest opportunity. Delays are not grounds for cancellation.
20. It is understood that on occasion, Trade items are unable to be allocated from retail stock and will therefore incur a lead time under specialist order.

DELIVERY

21. We will contact you to arrange a suitable delivery date. Please note that any orders which remain at our warehouse for more than 28 days after our first attempt to contact you for delivery, during which time we have failed to agree a delivery date, will incur storage charges of £75 per order, per week.

22. All delivery details are to be confirmed at point of sale and during booking of delivery, including delivery contact name and number, specialist delivery/assembly requirements and time/date requests. If we attempt delivery on the date and time slot agreed but no one is present to receive the goods, we reserve the right to charge you a fee of £50 for each subsequent delivery attempt.
23. Our standard delivery offering includes delivery through a ground floor or basement level and goes up to a second floor level. All delivery services outside of the scope of our standard delivery service are chargeable and will be quoted at point of sale.
24. All delivery information is finalized 48 hours before the booking allocation, after which, all amendments are chargeable.

ACCESS

25. All delivery access is understood to be the responsibility of you, the client. This includes but is not limited to doorway widths, ceiling heights, stairway maneuverability, sufficient maneuverable space both within the interior and exterior of the property, road accessibility for a delivery van, and provision of parking permits if required.
26. If required, a site access check can be arranged. This needs to be highlighted prior to booking delivery and will be quoted on a case by case basis.
27. Heal's will not be liable to pay for any additional charges or damages caused to your goods or property due to access. Access issues are not grounds for cancellation.

ACCEPTANCE

28. Upon delivery of all goods, it is your responsibility (or the specified person acting on your behalf) to inspect all items and to sign the driver's delivery note to confirm receipt of the goods. Any claim regarding incomplete delivery, damage or defective goods must be made within 24 hours. After this time Heal's cannot be held responsible for goods that are no longer in our care.
29. If your goods are being shipped outside the UK by an independent shipper, it is the responsibility of the shipping company to sign the driver's delivery note on your behalf. Once the goods have been handed over to the shipping company and the delivery note has been signed, Heal's will no longer be responsible for any loss or damage unless the loss was caused by our negligence or due to a manufacturing defect or design fault. Any claims may be reduced or rejected if Heal's have not been given the opportunity to resolve the matter. If you have any post-delivery complaints, please email our team at trade@heals.co.uk.

PRIVACY POLICY

1. DATA CONTROLLER REGISTRATION

When you register for a Trade Account you will be asked to provide certain information such as your contact details. This information will be collected and processed by Heal & Son Limited.

2. DATA WE COLLECT

We only collect data which is necessary for its purpose, for example the information you provide when making an order. Data we collect includes:

- Details like name and company when you register as a trade client;
- Delivery address when you place an order;
- Payment information when you place an order (payment information will not be stored. See section 6 for further information on payment security);
- Contact information and preferences when you register your interest in our marketing communication.

3. HOW WE USE YOUR INFORMATION

We only ever use your personal information for the reason it was collected, either with your consent, to perform a contract with you, or where we have a legitimate interest to do so. For example:

- To register you with an account as a trade client so we are able to recognise you as a commercial customer;
- To fulfil an order and to deliver your goods;
- Where you allow us to do so, we will inform you by email and/or postal mail about products and services that we consider may be of interest to you.

4. LEGAL BASIS FOR PROCESSING

Where we've collected your data in relation to an account sign up, the information we process will be based on the legitimate interest we have in administering that account to enable you to safely access your order history and the personal details you've provided us with.

Where data has been collected in relation to an order, it will be processed by necessity of entering into a contract whereby the payment you provide requires us to fulfil your order request, in which case we will only collect data which is necessary to fulfil and deliver your order.

Where data has been collected in relation to marketing, we rely on your consent.

5. WHO WE SHARE YOUR INFORMATION WITH

We will never sell your personal data. We may share information about you to the following, who may use it for the same purposes as set in section 3 of this policy:

- Employees and agents of Heal's to administer any accounts, products and services provided to

you by Heal's now or in the future;

- Anyone to whom we transfer or may transfer our rights and duties under our agreement with you such as order fulfilment, and payment service providers;
- Data processors, such as our Customer Relationship Management platform, data analytics tools and marketing partners.

We may also share your information if we have a duty to do so or if the law allows us to do so.

6. SECURITY

We take all reasonable steps to protect your personal details against abuse both in the setup of our technology systems and in our staff procedures. We process and store data digitally within secured databases and limit which staff have access to the data. Those who have the privilege of handling personal data receive regular data protection training and must abide by a strict code of conduct for data-management.

We comply with PCI and DSS and will never store your card details. All credit card details relating to transactions are passed securely to our payment provider, Barclaycard Merchant Services. We employ an external IT specialist to complete regular checks on our behalf.

7. STORAGE

We store data digitally in the UK and EU. Some of our partners transfer personal data outside of the EEA where we have sufficient evidence that the data is adequately protected and is processed in a manner compliant with the European Union's General Data Protection Regulation.

We store data using minimisation techniques to ensure we only keep what is necessary to process your order for the minimum amount of time it is required. How long information will be stored for depends on the purpose of processing. For example, we offer a lifetime guarantee on some products, and will store your data in a minimised form after the order process has been completed so that we're able to access your history should you have a problem with your product. Where your information is not associated with a Lifetime Guarantee, it will be stored in accordance with the recommended time to address breach of contract claims and accounting purposes which stands at seven years from the date your order was delivered.

8. YOUR RIGHTS

The General Data Protection Regulation set out by the European Union sets out stringent policies on how companies may use your data. These are designed to give you the utmost control of your personal data. Your rights are described below:

- The right to access all the personal data we hold on you and to receive a copy of that data without the obligation to pay a fee.
- The right to the rectification of any inaccurate

personal data we are processing, and have any incomplete set of data completed.

- The right to have your data erased from our system in some circumstances such as it's no longer necessary for the purpose for which it was collected.
- The right to restrict the processing of your personal data if it is incorrect or no longer needed.
- The right to object to the processing of your personal data for direct marketing purposes or profiling.
- The right to withdraw your consent from electronic marketing.
- The right to transmit the personal data you have provided us with to another service provider.

If you would like to exercise your rights, or to find out more, please contact dataprotection@heals.co.uk.

We take the utmost care in handling personal data, but if you feel a high standard of security has not been met, you have the right to raise a complaint with the Information Commissioner's Office by visiting <https://ico.org.uk/concerns/>.

9. CONTACT

If you have any comments or queries relating to your personal data or our Privacy Policy, please contact us by email at dataprotection@heals.co.uk or by post: Data Protection, Heal's, 196 Tottenham Court Road, London, W1T 7LQ.

Please refer to the Privacy Policy available at [Heals.com/cookie-privacy-policy](https://heals.co.uk/cookie-privacy-policy) for detailed disclosure on how we process data.