

Account Application Form

Business Name: _____

Owners/Directors: _____

Invoice Address: _____

_____ Post code _____

Tel No: _____ Fax No: _____

E-Mail Address _____

Sales Contact: _____ Accounts Contact : _____

Vat/Charity number: _____ or Photocopy of Utility Bill _____

Delivery Address if different to invoice address: (Please give address's all that apply)

If you have any special invoice/delivery requirements such as early closing, please enter these here:

I have read the Kingswood Terms and Conditions (as printed on the reverse) and agree to abide by these and in particular to pay for all goods supplied 30 days from the end of month of invoice.

Name : _____ Signed : _____

PLEASE RETURN THIS FORM TO EITHER - Fax Number: 0800 652 6401 or Email to
sales@kingswoodos.co.uk

Office Use Only.

Introduced by: Website

Account reference: _____

Address verification Y/N.

Form of Identity supplied Y/N

Date account opened: / / 2009.

Acceptance letter: Y/N.

Source: _____

KINGSWOOD OFFICE SUPPLIES LTD TERMS AND CONDITIONS

1. Definitions

Buyer	the person who buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the Buyer agrees to buy from the Seller.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Seller	Kingswood Office Supplies Ltd, 12-18 King Street, Blackpool, Lancashire, FY1 3EJ.

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 These Conditions may not be varied except by the written agreement of Kingswood Office Supplies Ltd.

2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The Price shall be the Nett Goods total as shown on the invoice. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

4. Payment and Interest

4.1 If a business credit account has been opened for the Buyer, payment of the Price and VAT shall be due 30 days from the end of month of invoice. If the Buyer has no business credit account, the Price and VAT is due upon Delivery.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

6. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order.

Business machines are sold with either a manufacturer on-site warranty or a manufacturer direct warranty. If a defect in the Goods occurs within the time period provided for in the applicable manufacturer's policy, the Buyer will deal directly with the manufacturer.

7. Delivery of the Goods

7.1 The place for Delivery shall be the Buyers business address or as requested in the Buyers order. If no place of delivery is required,

then the delivery shall be made by the Buyer collecting the Goods from the Seller's premises.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods swiftly, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 Delivery shall be accepted when tendered by the seller, or where delivery is ex-works, upon notification of availability for collection.

7.4 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract

7.5 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable cost of so doing.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.

8.2 If there is short delivery or damage to the Goods in transit or delivery of incorrect Goods the Buyer will inform the Seller within three days.

8.3 Where the Buyer has accepted, or has been deemed to have accepted the Goods, the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the price of any Goods not with standing that title in them has not passed to the Buyer.

10. Returned Goods

10.1 The Buyer may within ten days of receipt of the Goods return the Goods to the Buyer provided;

10.1.1 the Goods are undamaged and fit for resale

10.1.2 the Goods are of a type which are ordinarily supplied by the Seller and not ordered specially for the Buyer by the Seller

10.1.3 the Goods are not bespoke items, personalised for the Buyer

11. Confidentiality

The Buyer shall keep the Contract confidential and shall not disclose details of it to any third party without the Seller's prior consent in writing. The Buyer agrees not to copy or disclose to any third party any price details supplies by the Seller.