



HOME ENTERTAINMENT SPECIALISTS

78-81 Cranbrook Road
Ilford
Essex
IG1 4NH

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ACCOUNT APPLICATION FORM

Company/Organisation Name.....

Company/Organisation Address.....

.....

.....

Contact Name.....

Company Registration No.....

VAT No.....

Legal Status: Limited Company [] Plc [] Other [] specify.....

Invoice Address (if different from above)

.....

.....

Company Details:

How long has company/organisation been trading.....

Type of business/organisation.....

Name of Company Director(s).....

Continued >

Please provide details of two (2) trade references:

1. Name.....

Address.....

.....

.....

2. Name.....

Address.....

.....

.....

I have read and agree to the terms and conditions (please tick box)

Signature.....Print Name.....Date.....

Terms and Conditions

1. Price
 - 1.1 The price(s) quoted includes VAT (unless otherwise stated) at the current VAT rate
 - 1.2 Our quotations lapse after 30-days (unless otherwise stated or agreed at the time of the original order)
 - 1.3 The price quoted excludes delivery charges (unless otherwise stated)
 - 1.4 Rates of tax and duties on the goods will be those applying at the time of delivery
 - 1.5 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods
2. Delivery
 - 2.1 All delivery times quoted are estimates only
 - 2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however,
 - 2.2.1 You may not cancel if we receive your notice after the goods have been dispatched, and
 - 2.2.2 If you cancel the contract, you can have no further claim against us under that contract
 - 2.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods)
 - 2.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract
 - 2.5 We may decline to deliver if:
 - 2.5.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
 - 2.5.2 the premises (or the access to them) are unsuitable for our delivery vehicle(s)
3. Risk
 - 3.1 The goods are at your risk from the time of delivery
 - 3.2 Delivery takes place either:
 - 3.2.1 at our premises (if you are collecting them or arranging carriage; or
 - 3.2.2 at your premises or address specified by you (if we are arranging carriage)
 - 3.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within three (3) days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods
4. Payment Terms
 - 4.1 You are required to pay us by business /personal cheque, BACS or accepted credit card
 - 4.2 Payment is in advance and will be lodged on your account to draw down upon as necessary
 - 4.3 If you fail to pay us in full on the due date we may:
 - 4.3.1 suspend or cancel future deliveries
 - 4.3.2 cancel any discount offered to you
 - 4.3.3 charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998 and the updated Late Payment of Commercial Debts Regulations (2002)
 - a. calculated (on a daily basis) from the date of our invoice until payment
 - b. compounded on the first day of each month; and
 - c. before and after any judgement (unless a court orders otherwise)
 - 4.3.4 claim fixed sum of compensation from you under s.5a of the above Act to cover our credit control overhead costs; and
 - 4.3.5 recover (under clause 4.7) the cost of taking legal action to make you pay
 - 4.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice
 - 4.5 You do not have the right to off-set any money you may claim from us against anything you may owe us
 - 4.6 While you owe money to us, we have a lien on any of your property in our possession
 - 4.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of your obligations under these terms
5. Title
 - 5.1 Until you pay all debts you may owe us:
 - 5.1.1 all goods supplied by us remain our property
 - 5.1.2 you must store them so that they are clearly identifiable as our property
 - 5.1.3 you must insure them (against the risk for which a prudent owner would insure them) and hold the policy on trust for us
 - 5.2 You must inform us (in writing) immediately if you become insolvent
6. Warranties
 - 6.1 We warrant that the goods
 - 6.1.1 comply with their description on our order confirmation form; and
 - 6.1.2 are free from material defect at the time of delivery (as long as you comply with clause 6.2)
 - 6.2 If you believe that we have delivered goods that are defective in materials or workmanship, you must:
 - 6.2.1 inform us with full details, as soon as possible; and
 - 6.2.2 allow us to investigate
 - 6.3 If the goods are found to be defective in materials or workmanship (following our investigation), and you have complied with those conditions (in clause 6.2) in full, we will repair the goods, replace the goods or refund the price
 - 6.4 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss of profits or loss of use) arising from the contract or supply of goods or their use, even if we are negligent
 - 6.5 Our total liability to you (from one single clause) for damage to property caused by our negligence is limited to two million pounds
 - 6.6 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence
7. Return of Goods
 - 7.1 We will accept the return of goods from you only:
 - 7.1.1 by prior arrangement (confirmed in writing)
 - 7.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and
 - 7.1.3 where the goods are as fit for sale on their return as they were on delivery
 - 7.1.4 if goods are returned complete with packaging and accessories and any other item supplied with the goods
8. Cancellation
 - 8.1 You may cancel the order in accordance with Distance Selling regulations which allow 7-days from receipt of goods to cancel
 - 8.2 If the order is cancelled (for any reason) you are then to pay us for all stock that we may hold (or to which we are committed) for the order
 - 8.3 We may suspend or cancel the order, by written notice if:
 - 8.3.1 you fail to pay us any money when due (under the order or otherwise)
 - 8.3.2 you become insolvent
 - 8.3.3 you fail to honour your obligations under these terms
9. Waiver and Variations
 - 9.1 Any waiver or variation of these terms is binding in honour only unless:
 - 9.1.1 made (or recorded) in writing
 - 9.1.2 signed on behalf of each party, and
 - 9.1.3 expressly stating an intension to vary these terms

- 9.2 All orders you place with us will be on these terms (or any we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms
10. Force Majeure
- 10.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability
- 10.2 Examples of these circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies
11. General
- 11.1 English law is applicable to any contract made under these terms
- 11.2 If you are more than one person, each of you has joint and several obligations under these terms
- 11.3 If any of these terms are unenforceable as drafted:
- 11.3.1 It will not effect the enforceability of any other of these terms; and
- 11.3.2 If it would be enforceable if amended, it will be treated as so amended
- 11.4 We may treat you insolvent if:
- 11.4.1 you are unable to pay your debts as they fall due; or
- 11.4.2 you (or any item of your property) become the subject of
- a. any formal insolvency procedure (examples of which included receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
- b. any application or proposal for any formal insolvency procedure; or
- c. any application, procedure or proposal overseas with similar effect or purpose
- 11.5 Any notice by either of us which is served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office place of business. All such notices must be signed.
- 11.6 No contract will create any right to enforceable (by virtue of the Contracts (Rights of Third Party) Act 1999) by any person not identified as a buyer or Seller
- 11.7 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
- 11.7.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
- 11.7.2 which expressly state that you may rely on them when entering into the contract.
- 11.8 Nothing in these terms effects or limits our liability for fraudulent misrepresentation.