



Highgrove Beds Ltd  
 Headlands Road, Liversedge  
 West Yorkshire, WF15 6QA  
 Tel: + 44 (0) 1924 406 600  
 Fax: + 44 (0) 1924 404 464  
 email: info@highgrovebeds.co.uk

# Account Application Form

Please fill in & sign both sides of this document

## Highgrove Beds Group

<b>Customer Name:</b>		<b>Trading Name:</b>	
<b>Company Reg. No.:</b>		<b>VAT No.:</b>	
<b>Invoice Address:</b>		<b>Delivery Address:</b>	
<b>Postcode:</b>		<b>Postcode:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>Tel:</b>		<b>Tel:</b>	
<b>Fax:</b>		<b>Fax:</b>	

### Directors/Proprietors – Please List all

<b>Name:</b>		<b>Address:</b>		<b>Years at Address:</b>	
<b>Mobile:</b>		<b>Email:</b>			
<b>Name:</b>		<b>Address:</b>		<b>Years at Address:</b>	
<b>Mobile:</b>		<b>Email:</b>			
<b>Name:</b>		<b>Address:</b>		<b>Years at Address:</b>	
<b>Mobile:</b>		<b>Email:</b>			

<b>Bank Name:</b>			
<b>A/C Name:</b>	<b>A/C No:</b>	<b>Sort Code:</b>	
<b>Bank Address:</b>			<b>Postcode:</b>

### Contacts:-

<b>Sales Tel:</b>		<b>Booking-in Tel:</b>		<b>Accounts Tel:</b>	
<b>Email:</b>		<b>Email:</b>		<b>Email:</b>	
<b>Fax:</b>		<b>Fax:</b>		<b>Fax:</b>	

### Delivery Address Details:- Please specify any restrictions on days and times:

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### Trade References:- Please list two suppliers you currently trade with:

<b>1.</b>	<b>Name:</b>		<b>Address:</b>	
	<b>Tel:</b>		<b>Email Address:</b>	
<b>2.</b>	<b>Name:</b>		<b>Address:</b>	
	<b>Tel:</b>		<b>Email Address:</b>	

**PLEASE ATTACH A COPY OF YOUR BUSINESS LETTERHEAD**

<b>For Office Use Only:</b>	<b>Date:</b>	<b>Sales Director:</b>	<b>Credit Controller:</b>
<b>Agent:</b>	<b>Ac. No.:</b>	<b>Credit Checked:</b>	<b>Credit Limit:</b>
<b>Account Type:</b>	Proforma / C.O.D / 1 in 1 Out / 7 Days / 14 Days / 30 Days		

Both sides must be faxed or emailed to: **FAX: 01924 418 340 / finance@highgrovebeds.co.uk**

# Highgrove Beds Ltd (“The Company”) STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

## INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

<b>Word</b>	<b>Meaning</b>
“the Buyer”	The person(s), firm or company who purchases the Goods from the Company;
“the Company”	Highgrove Beds Limited;
“Contract”	Any contract between the Company and the Buyer for the sale and purchase of Goods, incorporating these conditions;
“Delivery Point”	The location specified in the Company’s quotation which unless otherwise specified in writing shall be at the Buyer’s place of business
“Goods”	Any Goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them);
“Price”	The price for the Goods excluding transport, packing and insurance.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions, references to the masculine include the feminine, and the neuter and to the singular include the plural and vice versa as the context admit or requires.

1.4 In these Conditions headings will not affect the construction of these conditions.

## 2 APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.2, the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the buyer purports to apply under any purchase order, confirmation order, specification or other document).

2.2 These Conditions apply to all the Company’s seals and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Company.

2.3 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.

2.4 The Company reserves the right to vary the terms of the Contract in writing where agreed by the Buyer.

2.5 No quotation made by the Company shall constitute an offer.

## 3 DESCRIPTION

3.1 The description of the Goods shall be as set out in the Company’s quotation.

3.2 No representations made in connection with the Goods shall be binding on the Company unless made in writing by the Company. All sales literature, descriptive manner, specifications, price lists or other document issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form a part of this Contract.

## 4 DELIVERY

4.1 Unless otherwise agreed in writing by the Company delivery of the Goods shall take place at the Delivery Point and if so agreed, the Company will be responsible for the delivery of the Goods to the Delivery Point.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within reasonable time.

4.3 Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company’s negligence), nor will any delay entitle by Buyer to terminate or rescind the Contract unless such delay exceeds [15] days.

4.4 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

4.4.1 risk in the Goods will pass to the Buyer (including loss or damage caused by the Company’s negligence):

- 4.4.2 the Goods will be deemed to have been delivered; and
  - (a) the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance); or
  - (b) the Company may sell the Goods at the best price readily obtainable and account the Buyer for any excess gained over the price or charge the Buyer for any shortfall below the price (after the deduction of all reasonable storage and selling expenses).

4.5 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for loading the Goods.

4.6 Where the Company agrees with the Buyer to deliver the Goods in instalments, each delivery shall be treated as a separate contract and failure by the Company to deliver one or more of the instalments in accordance with the conditions shall not entitle the Buyer to treat the contract as terminated.

4.7 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the *pro rata* Contract price against any invoice raised for such Goods.

## 5 RISK & RETENTION OF TITLE

5.1 Notwithstanding delivery of any Goods, the property in such Goods shall remain in the Seller until payment in full for all other Goods the subject of any Contract between the Buyer and the Seller which at the time of payment of the full price of the Goods, the subject of this contract have been delivered to the Buyer but not for in full has been received by the Seller in cash, where payment is tendered by cheque or other negotiable instrument, the Seller shall not have been paid the amount tendered until the cheque or other instrument has been honoured and the amount credited to the sellers bank account. The Buyer acknowledges that until such time, it is in the possession of the Goods solely as Bailee for the Seller and that the goods are held at its risk.

5.2 For the purpose of the recovery of the Goods, the Buyer gives the seller irrevocable authority to enter any premises where they are situated or are reasonably thought to be situated for the purpose of repossessing the same.

5.3 As long as the property remains with the Seller, the Buyer may not sell the Goods other than in joins such materials to other Goods in such a way that both form integral parts of a new unit, receivables resulting from the sale of the Goods or from the connection of the Goods with other goods.

5.4 As long as the property shall remain with the Seller, the Buyer may not encumber the Goods delivered or transfer the title to the Goods for security purposes. The Buyer shall immediately notify the Seller by registered letter if a third party seizes the Goods. The Buyer shall bear the costs of any action resulting from such seizure.

5.5 As long as the property remains with the Seller, the Buyer agrees: -

- (a) to insure the delivered Goods against the risks of fire, theft and water
- (b) to submit the policy to the Seller – and
- (c) that the rights on the insurance shall accrue to the Seller for the aforementioned period. Should the Buyer fail to submit evidence of existing insurance coverage while the property remains with the Seller in accordance with Condition 5, the Seller may take out such insurance at the Buyers’ expense.

## 6 PRICE

6.1 unless otherwise agreed by the Company in writing the Price shall be the price set out in the Company’s quotation.

6.2 The Price shall be binding on the Company provided that the Buyer shall accept the Company’s quotation within thirty (30) days.

6.3 The Price shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.

## 7 PAYMENT

7.1 Time for payment shall be of the essence. Payment shall be made on the date or dates or within the period or periods shown on the Company’s quotation.

7.2 No payment shall be deemed to have been received until the Company has received cleared funds.

7.3 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

7.4 If the Buyer fails to pay the Company any sum due pursuant to the contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of NatWest, accruing on a daily basis until payment is made, whether before or after any judgement.

## 8 QUALITY

8.1 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

8.2 The Company warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of 12 months from the date of delivery, the Goods will;

- 8.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1994;
- 8.2.2 correspond to the description given by the Company at the time the order is made
- 8.3 The Company shall not be liable for a breach of any of the warranties in condition 8.2 unless:
  - 8.3.1 The Buyer gives written notice of the defect to the Company, within [30] days of the time when the Buyer discovers or ought to have discovered the defect’ and
  - 8.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods to verify any defect and the Buyer (if asked to do so by the Company) returns such Goods to the Company’s place of business at the Buyer’s cost for the examination to take place there.
- 8.4 The Company shall not be liable for a breach of any of the warranties in condition 8.2 if:
  - 8.4.1 the Buyer makes any further use of such Goods after giving such notice; or
  - 8.4.2 the defect arises because the Buyer failed to follow the Company’s oral or written instructions as to the storage, installation. Commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - 8.4.3 the defect arises through normal wear and tear, wilful damage, or negligence, or where the Buyer alters or repairs such Goods in anyway without the prior written consent of the Company.

8.5 Subject to conditions 8.3 and 8.4, if any Goods do not conform with any of the warranties in condition 8.2, the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the *pro rata* Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer’s expense return the Goods or the part of such Goods which is defective to the Company.

8.6 If the Company complies with condition 8.5 it shall have no further liability for a breach of any of the warranties in condition 8.2 in respect of such Goods.

8.7 Any Goods replaced will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 12 month period.

## 9 LIMITATION OF LIABILITY

9.1 Subject to the conditions in clause 8, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, ages and sub-contractors) to the Buyer in respect of:

- 9.1.1 any breach of these Conditions; and
- 9.2 any representation, statement or torturous act or omission including negligence arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company’s negligence or for the fraudulent misrepresentation.

## THE BUYERS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION:

9.4 Subject to conditions 9.2 and 9.3:

- 9.4.1 the Company’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to the price; and does not extend to parts, materials and equipment not manufactured by the Company; and
- 9.4.2 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 10 RETURNED GOODS

10.1 Where the Buyer wishes to return Goods to the Company which have been delivered under any order, they may only do so if:

- 10.1.1 they obtain prior written consent for the return of the Goods from the Company; and
- 10.1.2 the Goods returned are not damaged, soiled or spoilt in any way and are sealed in their original packaging; and
- 10.1.3 they pay all carriage and handling costs in connection with the return.

10.2 The Company shall refund the price paid in respect of all Goods which are returned in accordance with Clause 10.1 and are accepted by the Company.

## 11 ASSIGNMENT

11.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

## 12 FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, but not limited to acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues *for* a continuous period in excess of thirty days [30] days. The Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

## 13 GENERAL

13.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability unenforceability or unreasonableness be deemed severable and the remaining Provisions of the Contract and the remainder of such provisions shall continue in full force and full effect.

13.2 Failure or delay by the Company in enforcing or partially enforcing any provisions of the Contract will not be construed as waiver of any of its rights under the Contract.

13.3 Any waiver by the Company of any breach of, or any default under the provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

13.4 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and parties submit to the exclusive jurisdiction of the English courts.

## 14 LATE PAYMENTS

If, in the event of late payment, interested will be charged in accordance with the Late Payment of Commercial Debt act (1998) at a daily rate of 9%, and a compensation payment will also be added in accordance with the act, you will be held responsible for all costs that are incurred.

**Acceptance of Terms - I/We agree to the Terms of credit and the Terms and Conditions. I/We also give our permission for contact to be made with the Trade references listed above.**

<b>Signature:</b>		<b>Print Name:</b>	
<b>Position:</b>		<b>Date:</b>	