

# APPLICATION FOR A CREDIT ACCOUNT

Must be completed in full:

School / Company Name	
Address	
Postcode	
Registration Number	
VAT Number	
Telephone	
Fax Number	
Contact Name	
E-Mail address	
Credit Limit Required	

Authorised Signatory - Sample Signature		
Authorised Signatory - Print Name		
Authorised Signatory - Position		
Bank Details:		
Name		
Branch		
Sort Code		
Account Name		
Account Number		
Trade Reference:		
Name		
Address		
Postcode		
Type of Business		

Payment will be made	e by: Cheque BACS Transfer
is approved, we agree	e credit account with WHSmith.co.uk. If a credit account to the attached terms and conditions and also to settle es within the standard 30 day limit.
Signature	Date
Print Name	Position
Please return this for fax number below:	m either together with or printed on headed paper, to the
	enerated and sent once your account has been activated. Il be able to reset this to a more memorable password.
Fax us on (01793) 5	363381

# Terms and Conditions of Sale for Credit Accounts

#### Account

Accounts must be approved and instructions for use of the account will then be supplied via email. This will usually be after 3 working days but may be longer at busy periods. Large orders and orders for multiple copies may take longer to process and dispatch than the time scale indicated online. We therefore recommend placing all orders as early as possible. Orders cannot currently be consolidated.

### Orders

Orders will be accepted over the internet by anyone using the correct combination of account number and password. All orders will be held until a faxed purchase order, or faxed confirmation of the orders are received. This confirmation must be signed by the authorised signatory on the application form. All correspondence regarding an order will be dealt with via e-mail.

Once a password has been issued, it is the <u>Buyer's</u> responsibility to safeguard the password against unauthorised use. The Seller will however, change the password when requested to do so by the Buyer, either by nominating an alternative password from the list, or by requesting a new list of possible passwords.

Acceptance of an order does not imply that a particular product is available. The Seller will notify the Buyer if a particular order cannot be fulfilled, or if there will be an unreasonable delay.

The Seller reserves the right to withhold shipment of an order, if payment is overdue.

## Prices

The Publishers reserve the right to increase prices without notice. Therefore prices displayed on our web site cannot always be guaranteed. Prices at time of dispatch and depending on the level of increase, customers will either be requested to confirm the order at the new level, or we will just ship the book. Any books which are shipped, but no longer required at the new price may be returned whilst in new condition, under the open returns policy. Prices quoted are exclusive of VAT which shall be payable at the prevailing rate at the tax point. Post and packing charges are quoted at time of order and exclude local taxes and import duties.

## Invoices

Invoices will be included with the goods at the time of shipment. It is the responsibility of the Buyer to ensure that all invoices reach the appropriate department to enable them to be settled on time. Any queries on invoices should be raised within two working days of receipt of the goods.

# Payment Terms

A credit limit will initially be set by the Seller. This credit limit will remain as long as the account is settled on time. The Seller reserves the right to withdraw credit from any account going over the agreed payment terms.

Once an account has exceeded the credit period all amounts become payable on demand and we reserve the right to charge interest rate for the time period payable on High Court judgement debts pursuant to section 17 of the Judgements Act 1838

The Buyer shall not be entitled to withhold or set off payment of any amount due to the Seller in respect of any claim by the buyer in respect of goods supplied or for any reason, unless agreed by the appropriate person.

#### Title of Goods

Until invoices have been settled in full, together with any interest charges thereon, title of the goods remains with the Seller and the Buyer shall hold the goods as bailee fiduciary owner for the Seller.

## Return of Goods

The Seller will allow the Buyer to return any goods ordered from the company, provided that the goods are still in an unused (re-saleable) condition. The Buyer will be responsible for all postage and packing charges for both the original delivery and the return, unless the book was supplied in error by the Seller.

# Seller's Liability

The Seller does not accept liability for shortages in quantities delivered unless the Buyer notifies the Seller of any claim for short delivery of the goods within two working days of the delivery. In such circumstances, the Seller's liability shall be restricted to making good the shortfall.

# Force Majeure

The Seller shall be under no liability for any loss (including consequential loss), damage, injury or delay or expense of any kind whatsoever caused wholly or partly by Act of God, outbreak of war, civil commotion, government policies or restrictions of export or import or other licenses, trade or industrial disputes of whatever nature, whether or not such dispute involves the Seller, its servants or agents, or by any other contingency whatsoever which is beyond its control.

## Non-waiver of

The failure of either party to the contract to exercise or enforce any rights conferred Rights by the contract shall not be deemed to be a waiver of any such right to operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

## Governing Law

The contract shall be governed by and construed in accordance with English Law and the buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.