

Please return (fully completed) to:

Highland Outdoors Limited, PO Box 8640, Market Harborough, Leicestershire, LE16 0DB
Phone: **01858 410 683** FAX: **01857 341 111** or email: **sales@highlandoutdoors.co.uk**



CREDIT APPLICATION FORM

Please complete in CAPITALS - If a fax or emailed copy is being submitted, this original form must be forwarded within 7 days

Full Company Name: (Trading name if different)	Business Type
	VAT No:

Trading Address	Delivery Address
Post Code:	Post Code:
Period Established <input type="checkbox"/> Up to 6 months <input type="checkbox"/> 6 - 12 months <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> over 3 years	Company Registration No:

R.F.D License #:	Exp Date:	Retail Trading Hours												
Name on License		<table border="1"> <tr> <td>Mon</td> <td>Tue</td> <td>Wed</td> <td>Thurs</td> <td>Fri</td> <td>Sat</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Mon	Tue	Wed	Thurs	Fri	Sat						
Mon	Tue	Wed	Thurs	Fri	Sat									
Please attach copies of all relevant licenses		Annual Business Turnover: £												

Main Tel:	Main Fax:	Website :
Contact Details Name:	Email:	
Principal(s)/Managing Directors Details: Name:	Job Title:	

Bank Details:	Bank Name:	Branch:
Address:		Post Code:
Account No:	Sort Code:	NB. By signing below you authorise Highland Outdoors to contact your bank and verify that these bank details are correct.
Direct Debit Facility - Would you like to arrange to have your account payed by Direct Debit - If so please tick here <input type="checkbox"/>		
Secure Web Login - Would you like to have access to our Secure Website where you can access stock availability and Pricing - if so tick here <input type="checkbox"/>		

Trade References : (name & address)
Please supply below details of two companies that we can approach to obtain credit references. These should be current suppliers who extend credit to at least the same amount as your current application. These companies should not be connected with you or your company in any way, other than a normal trading relationship. Please note that without two satisfactory trade references the application can not be processed.

Company:	Company:
Address:	Address:
Post Code:	Post Code:
Phone:	Phone:
Fax:	Fax:
Suppliers of:	Suppliers of:

Total Amount of Credit Requested : £	This figure relates to the total amount outstanding at any one time.
--------------------------------------	--

ACCEPTANCE OF TERMS (to be signed by all directors)

We hereby acknowledge receipt of your standard terms and conditions of sale and agree to be bound by them. We are aware that your normal payment terms (Credit Accounts) are 30 days from the end of the month of invoice, and that any goods supplied remain the property of Highland Outdoors Limited until all goods supplied have been paid for. If payment is not made by the company in accordance with these terms we will accept personal responsibility for payment. We further agree that this guarantee shall be a continuing guarantee and will not be affected by any postponement of payment of other indulgence granted to you or your company by Highland Outdoors.

Signature:	Signature:
Print Name:	Print Name:
Relationship with Company	Relationship with Company
Date:	Date:

Establishment of Trading	For Office Use Only
In order to establish trading with Highland Outdoors, initial opening order must meet or exceed value of £2,500 + VAT as outlined in our terms and conditions.	Credit Limit:
	Authorised:
	Date:



Highland Outdoors Limited

Terms and Conditions of Sale

1. DEFINITIONS

In these terms and conditions (the "Conditions"), the following words shall have their corresponding meaning:

- (a) "The Buyer" or "The Customer" the person(s), firm or company who purchases the Goods from the Company;
- (b) "The Company" Highland Outdoors Limited, registered in the United Kingdom
- (c) "The Contract" any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;
- (d) "Goods" any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

2. GENERAL

- a) These Conditions of Sale are the terms and conditions by which Highland Outdoors Limited sells goods.
- b) These Conditions of Sale prevail over any additional or inconsistent conditions specified in an order and no variation to these Conditions will be binding on Highland Outdoors unless specifically accepted in writing.
- c) These Terms and Conditions and the Contract shall be governed by English Law

3. PRICES

- a) All prices are subject to change without notice.
- b) Prices applicable will be those ruling at time of dispatch of goods.
- c) All prices are ex our warehouse in Hinckley (Unless Otherwise Specified)
- d) Prices are subject to the addition of value added tax (VAT) at the rates in force at the date of supply, and the cost of delivery (where appropriate)

4. FREIGHT AND CARRIAGE – EX Hinckley WAREHOUSE

The following freight policy is to be applied to all orders shipped from our Hinckley warehouse.

- a) **Orders over £500.00 excluding VAT. – Freight Paid** (Excluding Safes or otherwise specified) Freight Surcharges may apply for Shipments to Nthn UK and other outlining areas. Please check with office for details.
- b) **Orders under £500.00 excluding VAT. – Freight Charged** (Rate of freight to be determined and charged at the discretion of the Company)
- c) **Special Deals** - Special deals can override this policy at any time.

5. FREIGHT ON SAFES AND BAGS

The following freight policy is to be applied to all orders for Safes and other Bulky Items (ie Safes, Gunbags)

All Safes and Bulky Items are SUBJECT TO FREIGHT. This freight is to be calculated at time of ordering.

6. OPENING ORDER VALUE & MINIMUM ANNUAL PURCHASES

To establish trading with Highland Outdoors, the initial opening order value must meet or exceed the value of **£2,500 + VAT**. Once an trading account has been established, the minimum annual purchase requirement is **£2,500 + VAT**. Highland Outdoors reserves the right to refuse supply based on this minimum opening order value and / or accounts that do not meet this minimum annual requirement.

7. PAYMENT

- a) Unless stipulated to the contrary all accounts must be paid **NO LATER THAN THE END OF THE MONTH FOLLOWING THE DATE OF THE INVOICE**
- b) Failing payment within the prescribed payment terms and Without prejudice to any other rights of the Company, interest will be charged in accordance with the Late Payment of Commercial Debts Act 1998 and the Late Payment of Commercial Debts Regulation 2002. **This interest is calculated at the Bank of England "Base Rate" or "Reference rate" Plus 8% calculated on daily balance.**
- c) **Ordinarily, a 10% Settlement discount is granted for payment received no later than the end of the month following the date of invoice.** If payment is not received within this period, the account will NOT be entitled to 10% Settlement Discount and will also be subject to interest as per subparagraph (a).
- c) Should any payment received by Highland Outdoors be dishonoured on presentation, such discount will be reversed, any bank dishonor fees will be charged and interest shall accrue thereon in accordance with subparagraph (a).
- d) Highland Outdoors may at any time alter the Trading Terms offered to any individual account without reason or recourse.
- e) Should Payment not be made within our Trading Terms, Highland Outdoors has the right to legal action to recover all outstanding monies including settlement discounts, interest and Debt & Legal recovery costs.

8. OWNERSHIP AND RISK

- a) Risk in all goods shall pass to the Buyer on delivery of those goods.
- b) The Buyer must insure the goods from the date of delivery to the earlier of the date of resupply by the Buyer and the date ownership in the goods passes to the Buyer.
- c) Ownership of the goods in each delivery passes to the Buyer only;
 - i. when all of the goods in that delivery are paid for in full; and
 - ii. when all the goods in all other deliveries are paid for in full.

Until then:

- i. ownership of the goods remains with Highland Outdoors;
 - ii. the Buyer holds the goods as bailee for Highland Outdoors; and
 - iii. the Buyer must store the goods separately from its own goods.
- d) In the event that the Buyer breaches the provision herein contained:
- i. immediately on Highland Outdoors request the Buyer must return any of the goods it does not own;
 - ii. Highland Outdoors may enter the premises at which those goods are stored and retake possession of them and;
 - iii. Highland Outdoors may resell those goods;
 - iv. If the goods are sold by the Buyer, the Buyer acknowledges that such sales by the Buyer as bailee for and on behalf of Highland Outdoors and agrees to hold the proceeds of sale upon trust for Highland Outdoors until payment in full to Highland Outdoors for the goods.
 - v. Notice of non delivery must be given in writing by the buyer to the Company within 14 days of the date of invoice otherwise claims will not be accepted.

9. INSOLVENCY

Upon the happening of any of the following events:

(a) If the buyer shall:

- (i) make any default in paying and sum under any contract with the Company as and when it becomes due, or
- (ii) have distress or execution levied on any of its good or property, or
- (iii) make or offer to make any arrangements or composition with creditors, or
- (iv) make any voluntary arrangement approved by the Court, or
- (v) pass any resolution or have any petition to wind up the Buyer presented (other than for the purpose of reconstruction or amalgamation without insolvency) or have a Receiver appointed over the whole or any part of the Buyers business, or
- (vi) commit any act of bankruptcy or have a petition presented against him.

Then all sums owing by the Buyer to the Company shall become immediately due and payable (with interest as outlined in paragraph 6) and the Company shall have the right to withhold all further deliveries of goods and stop supply of all further goods.

10. SET OFFS

The Buyer shall not be entitled to withhold payment of any sums after it has become due by reason of any right to set off or counter claim which the Buyer may have or allege or for any other reason whatsoever

11. EXCLUSION OF IMPLIED CONDITIONS AND WARRANTIES

The Buyer acknowledges that to the extent permissible by law all conditions and warranties implied under the Statute or by Common Law are hereby excluded.

12. RETURNS

- a) Goods will not be accepted for return **without prior authority.**
- b) Goods returned must be accompanied by a RETURN AUTHORISATION DOCKET showing Reason for return, Highland Outdoors invoice number, Highland Outdoors employee who authorised the return
- c) All goods accepted for return must be in perfect condition and in original packing.
- d) Subject to the above, goods which are returned for credit owing to error on the part of the Buyer will be credited at 85% of the original price provided that the goods are in perfect condition, if they are not in perfect condition (as to which the company will be the sole judge) they will be credited at their scrap value.
- e) Highland Outdoors reserves the right to refuse acceptance of returned goods
- f) Cost for return of all goods are to be borne by the Buyer (Unless otherwise agreed)

13. EXPORT

The Purchaser shall not (without the prior written approval of Highland Outdoors) directly or indirectly sell or otherwise dispose of the goods outside of the United Kingdom.

14. APPLICABLE LAW

Any Contract of Sale incorporating these Conditions of Sale entered into with Highland Outdoors shall be governed by the laws in force in United Kingdom.

15. WAIVER

No waiver by the Company (express or implied) of any of these conditions in any contract made with the Company shall prevent the Company from enforcing or relying on these conditions in any subsequent Contract made with the Buyer

16. FORCE MAJEURE

The Company shall not be liable to the Buyer for failure to perform or delay in performing any of its contractual obligations to the Buyer caused by circumstances beyond the control of the Company

17. INDEMNITY

The Buyer shall indemnify the Company from and against all liability, loss, damage, injury, expenses claims and demands arising from any cause other than negligence or breach of Contract by the Company