



Mayfield Books & Gifts
9 Orgreave Close
Dore House Industrial Estate
Handsworth
Sheffield
S13 9NP

T 0114 288 9522
F 0114 2691499
accounts@mayfield-books.co.uk

Application for Credit Account

Please complete all areas of this form in full and return to the above address enclosing a copy of your company letterhead.

Full Trading Title of Company

Head Office Address

.....

.....

..... **Postcode**

Telephone No **Fax No**

Email Address

Registered Office Address (If different from above)

.....

.....

.....

..... **Postcode**

Company Registration Number

If not a limited company, names and home address of all partners.

(If insufficient space, please continue on separate sheet of paper and attach)

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Number of Years Trading

Parent Company Details

Address

.....

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Accounting Information

Invoices can be sent to either the main accounts address, the delivery address or to an email address. Please select the relevant option:

Delivery Address Accounts Address Email Address

Email Address for Invoices

Unless otherwise requested, we will only send email statements. If you require a paper copy, please tick this box.

Email Address for Statements.....

Accounts Address (If different from Head Office Address).....

.....

.....

..... **Postcode**

Accounts Contact **Email**

Telephone No **Fax No**

Trade References

1. **2.**

.....

.....

.....

Tel No **Tel No**

Bank Details

Bank Name & Address

.....

.....

.....

..... **Postcode**

Account No **Sort Code**

Do you wish to pay by: **Direct Debit** **BACS** **Cheque** **Credit Card**

I/we have read and agree to the terms and conditions of trading as attached.

Signed **Print**

On Behalf Of

Position in Company **Date**

Click Here
to Print
Form

For Internal Use Only

Credit Limit..... **Discount Terms**.....

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NMD TRADING CO - TRADING AS MAYFIELD BOOKS & GIFTS
9 Orgreave Close, Handsworth, Sheffield, S13 9NP
CONDITIONS OF SALE

1. GENERAL

In these terms and conditions the seller shall be "NMD Trading Co - Trading as Mayfield Books & Gifts" and the buyer shall be the person named on the sellers order form or where such form is not used, the person named on the order form supplied to the seller.

These terms and conditions apply in preference to and supercede any terms and conditions referred to, offered or relied on by the buyer whether in negotiation or at any step in the dealings between the seller and buyer with reference to the goods and/or service to which this contract relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any standard or printed terms furnished by the buyer in any of its documents, unless the buyer specifically states in writing separately from such terms that it intends such terms to apply and the seller acknowledges such notification in writing. In these terms and conditions the seller shall be "NMD Trading Co - Trading as Mayfield Books & Gifts" and the buyer shall be the person named on the sellers order form or where such form is not used, the person named on the order form supplied to the seller.

2. VARIATION

Neither the buyer nor the seller shall be bound by any variation waiver or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

3. LIABILITY

(a) The seller provides no advice or recommendations to the buyer regarding the suitability of the goods and/or services offered to the buyer and accepts no liability or responsibility or provides any undertaking, regarding the suitability of the goods and/or services even though they may be suitable to the buyer. This disclaimer of liability is necessary as the seller has no control over the manufacture or development of goods and/or services supplied, over the use to which they may be applied or over the conditions under which they may be stored.

(b) The seller accepts liability for death or personal injury arising out of its negligence or the negligence of its servants or agents.

(c) In no event shall the seller be liable for incidental or consequential loss or any loss of business profit.

(d) The maximum liability of the seller under these terms and conditions shall be the contract price of the goods and/or service.

(e) Nothing in this clause shall affect the statutory rights of a consumer under the Unfair Contracts Act 1977 or the Sale of Goods Act 1979.

4. PRICE

(a) Unless otherwise agreed in writing, prices are quoted exclusive of Value Added Tax and delivery charges.

(b) All quotations and estimates issued by the seller on order forms or elsewhere are, unless otherwise stated, based on the current cost of the goods and/or services and are subject to amendment before acceptance to meet any rise in such costs.

(c) Any variation to prices quoted as a result of government taxes and levies will be for the buyers account.

(d) No quotation on an order form or otherwise shall be taken as an offer but only as an invitation to treat.

5. PAYMENT

(a) Payment for goods and/or services is due as stated on the order form. If credit terms have been agreed payment is due 30 days from the date of delivery unless otherwise stated on the order form.

(b) If payment of the price or any part is not made by the due date the seller shall be entitled to; (i) charge interest on the outstanding amount at the rate of 2% per month calculated on a daily accruing basis, (ii) require payment in advance of delivery of undelivered goods and/or services, (iii) refuse to make delivery of any undelivered goods and/or services whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery, (iv) terminate the contract.

(c) Paper statements will only be mailed to customers who specifically request them. It is the seller's normal process to email statements of account, but only if the buyer has provided the accounts department with a suitable email address.

6. WARRANTIES

The buyer shall be entitled to the benefit of such manufacturer's warranties as are available in respect of the goods supplied.

7. RISK

The risk shall pass to the buyer at the time of delivery to the buyers' premises or any other agreed delivery address.

8. TIME

The seller undertakes to use its best endeavours to despatch the goods (or deliver any services) on the promised delivery date (if any) but does not guarantee to do so. Time shall not be of the essence of the contract unless expressly so stipulated in writing and agreed by the seller.

9. TITLE

(a) Title to the goods shall not pass to the buyer until the date on which any goods supplied on any invoice have been paid in full and any cheques cleared.

(b) If the buyer fails to pay any sum due to the seller or if the buyer enters into liquidation, commits any act of bankruptcy or has a receiver/liquidator/administrator appointed in respect of its property or enters into any voluntary arrangement, composition or scheme with its creditors, the seller may retake possession of the goods and the buyer grants to the seller an irrevocable licence to enter any premises of the buyer for that purpose.

(c) Until the earlier to occur of either (i) recovery and physical possession of the goods by the seller in accordance with the above clauses or (ii) payment to the seller, the buyer agrees to hold the goods as bailee of the seller.

10. FORCE MAJEURE

If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components or by any other cause beyond the reasonable control of the seller, a reasonable extension of time for delivery shall be granted.

11. CANCELLATIONS

The seller reserves the right to refuse cancellation of any order particularly (but not thereby limiting the generality of the sellers rights) in the case of goods ready for despatch, in transit or in the process of manufacture. The seller shall be obliged to refund all monies paid by the buyer prior to delivery in such circumstances.

12. RETURNS

The seller is not obliged to accept return of goods for credit where they have been correctly supplied. Where the seller voluntarily accepts a return a handling charge of £15 will be charged. No credit will be given unless the goods are returned in perfect resaleable condition with a note of the invoice number under which they were supplied.

13. SHORT DELIVERY AND DAMAGED GOODS

No claim for short delivery will be entertained unless notified within 24 hours of delivery. No claim for damaged goods will be allowed unless notified in writing to the sellers within 48 hours of delivery and all damaged goods must be returned to the seller before a credit or replacement can be arranged.

14. LAW

The contract shall be deemed to have been made in England. The parties to the contract shall submit to the jurisdiction of the English Courts. English Law shall be the proper law of the contract.