

# CREDIT ACCOUNT APPLICATION FORM FOR LIBRARIES AND COMPANIES

The Blackwell credit account for libraries and companies. A Blackwell credit account is a simple and straightforward way of paying for your purchases.

## THE MAIN BENEFITS

A credit account offers up to 60 days interest free credit, and enables you to:

- manage your budget efficiently
- avoid cash flow issues

## HOW IT WORKS

- you open your account by filling in this form
- you choose the level of credit you think you'll need each month - though you can easily raise or lower this in the future (subject to credit status)
- we'll send you a monthly statement, and you settle any outstanding balance by the end of the following month

## APPLICATION FORM

Please complete the form in BLOCK CAPITALS and black ink. If you have any questions, please contact your Blackwell Account Manager. You only need to fill in the first page of the form, the second page is for Blackwell's internal use. Once you've completed the form, please hand it to your Blackwell Account Manager.

The name you want to give the account

Your trading name (if different from above)

Your address

Postcode

Invoice address (if different from above)

Postcode

Statement address (if different from above)

Postcode

Telephone for account payable contact

Account payable contact

Fax number for statement of account

Account payable email address

Any other delivery address (on same account)

Postcode

Authorised user(s)

Name	
Telephone	
Fax	Email

Name	
Telephone	
Fax	Email

Company/charity registration number

VAT number

Legal entity of company i.e. Ltd, partnership or sole trader

If the legal status of your company is a partnership or sole trader, we require the date of birth and personal address details of the proprietor or partner who retains unlimited liability for payment of any outstanding debts.

Date of Birth
Address
Postcode

All information will be stored in a secure location accessed by relevant authorised personnel only and is subject to the constraints of the Data Protection Act 1998.

Please select your business sector from the following:

Amount of credit required (tick as appropriate)

- £1000  
 £5000  
 Other

Please state amount if over £5000

Banker's name and address

Postcode

Bank account number

Bank sort code

Print Name

Date

I do not wish to receive information/offers from Blackwell other than that directly relating to the management of my account.

By ticking the box below, I/we request Blackwell to open a credit account on the attached Terms and Conditions and I/we accept these Terms and Conditions. I consent to Blackwell recording and using the above data for the performance of this Agreement, and the marketing of Blackwell business in accordance with the Data Protection Act 1998.

# Terms and conditions

## 1 Terminology

"The Company" or "We" means Blackwell UK Ltd a company incorporated in England under company number 796591 whose registered office is at Beaver House, Hythe Bridge Street, Oxford OX1 2ET.

"The Customer" or "You" means the person, persons, firm, institution or company entering into a contract with the Company.

"The Goods" and "The Services" means any goods, products or services to be supplied to the Customer by the Company.

"The Conditions" means the terms and conditions as written in this document.

## 2 Credit facilities

Are offered to you for all Blackwell and Heffers Bookshops in the UK, library supply from Basil Blackwell House and online urgent orders as appropriate in the UK.

## 3 Credit limit

If you wish your credit limit to be raised please contact your Account Manager.

## 4 Payment

4.1 We shall send you a statement every month if you owe us money. Settlement is due end of the month following month of supply. Payments should be made to Blackwell UK, Sales Ledger

Department, Beaver House, Hythe Bridge Street, Oxford OX1 2ET. If payment is delayed, interest may be charged on overdue debts at a rate of whichever is the higher of:

- a) the rate of 4% above the base rate of Barclays Bank Plc from time to time in force; or b) the rate of interest from time to time in force pursuant to the late Payment of

Commercial Debts (Interest) Act 1998 and, without limitation, legal expenses will be payable by the Customer.

4.2 Credit accounts may only be settled by BACS, direct debit or cheque. 4.3 At the Company's discretion credit cards may be accepted as payment. There will be an additional charge for this service.

## 5 Credit status

The Company reserves the right to review a Customer's credit status (including cancelling it) if the total value of the purchases in a year does not exceed £500, or for persistent late payers. (Please see paragraph 7 below for alternative payment options).

## 6 Change of address

Please provide written notification to the Credit Manager, Sales Ledger Department, Blackwell UK Ltd., Beaver House, Hythe Bridge Street, Oxford OX1 2ET immediately with any change of address or details of alteration to your trading status.

## 7 Alternative payment options

The Company provides a range of options for payment of Goods and Services in addition to the credit account:

- Visa and Mastercard Credit cards, both personal and company
- Visa/Mastercard Debit Cards

## 8 Purchasing

When purchasing goods you will be required to provide either a purchase order number, an emailed/faxed/mailed purchase order or letter of authorisation bearing the name(s) of authorised users of the account.

## 9 Invoices

All orders on credit accounts will be despatched with a detailed invoice. These should be retained for future reference. We reserve the right to charge a £15.00 administration fee for copy invoice requests.

## 10 Delivery

Unless the Company otherwise agrees in writing, delivery dates are estimates only and the Company shall not be liable for any direct, indirect or consequential loss arising from part, late or non-delivery or performance. The Company shall be entitled to deliver part of the Goods or Services ordered or to deliver by instalments and charge the Customer appropriately for such part delivery or each instalment. Discrepancies must be advised to the branch of the Company within 3 days of receipt of the Goods or Services.

## 11 Proof of delivery

Requests for proof of delivery must be received within 3 months of invoice date or 2 months of receipt of statement of account.

12 Risk and Title to Goods and Service 12.1 Risk in the Goods and Services shall pass to the Customer who shall be liable for any loss of or damage to the same from the time that each is delivered to the Customer.

12.2 Notwithstanding clause 12.1, title to the Goods and Services will not pass to the Customer until the Company has received payment in full of the whole of the price of the Goods and Services and of all other Goods and Services that the Company has agreed to sell to the Customer for which payment is then due.

12.3 Until property in the Goods and Services passes to the Customer in accordance with clause 12.2 the Customer shall hold the Goods and Services and each of them on a fiduciary basis as

bailee for the Company. The customer shall store the Goods and Services (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.

12.4 Notwithstanding that the Goods and Services (or any of them) remain the property of the Company the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods and Services passes from the Company the entire proceeds of sale or otherwise of the Goods and Services shall be held in trust for the Company and shall not be mixed with other money or paid into any

overdrawn bank account and shall be at all material times identified as the Customer's money. 12.5 The Company shall be entitled to recover the price (plus VAT) notwithstanding that property in any of the Goods and Services has not passed from the Company. Until such time as property in the Goods and Services passes from the Company to the Customer, the Customer shall upon request deliver up such of the Goods and Services as have not ceased to be in existence or resold to the Company. If the customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods and Services are situated and repossess the Goods and Services. On the making of such request the rights of the Customer under clause 12.4 shall cease.

## 13 Customer service

The Company shall use all reasonable endeavours to fulfil orders within a reasonable time of receipt.

## 14 Prices

The Customer acknowledges that the Company may change prices without notice before the date of any order. VAT will be charged in addition where applicable. Delivery charges may be applied to cover delivery costs, plus VAT where applicable.

## 15 Quotations

Quotations by the Company, unless otherwise stated in them, shall be open for acceptance within 30 days of the date of the quotation for UK customers and 60 days for overseas Customers of Blackwell UK Limited.

## 16 Company's liability

16.1 Save for the death or personal injury caused by the Company's proven negligence, which shall not be excluded or limited, the Company shall not be liable to the Customer in contract, tort or otherwise for any loss whatsoever including indirect or consequential loss, loss of use, contract, profits or business, or economic loss whether or not made known to or reasonably foreseeable by the Company:

- a) arising as a result of the manufacture or delivery of all or any of the Goods or services being delayed or prevented beyond the Company's reasonable control;
- b) arising as a result of any failure by the Company to fulfil any of its obligations to the Customer, where the Customer is, or has at any time been in breach of any of these conditions.

16.2 Subject to clause 16.1 above, in the case of non or partial delivery or performance of the Goods and Services the Company shall be liable to refund to the Customer the purchase price of that part of the Goods and Services not delivered or performed and this shall be the Company's total liability for such loss.

## 17 Applicable law

The Conditions shall be construed in accordance with English Law and all disputes shall be submitted to the non-exclusive jurisdiction of the English Courts.

## 18 Cancellation

18.1 Orders for items may not be cancelled once the item has been received into our shop or warehouse.

18.2 Some titles need to be pre-paid by Blackwell; under these circumstances cancellations cannot be accepted.

18.3 Order cancellations and returns of books ordered will only be credited if Blackwell is able to return the items to its supplier.

## 19 Closing your account

You can close your account at any time by giving us notice in writing enclosing payment for any outstanding balance on your account (including any interest and costs).

20 Variation of Terms and Conditions We may vary all or any of these conditions at any time, upon giving you at least 28 days prior written notice.

## 21 Termination

The Company reserves the right to terminate this Agreement forthwith by notice: 21.1

Upon a breach by the Customer of any of these Conditions or

21.2 If the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer or the Customer ceases, or threatens to cease, to carry on business.

## Entire Agreement

This Agreement supersedes all prior agreements, arrangements, understanding and undertakings between and representations made by any of the parties and constitutes the entire agreement

between the parties relating to the subject matter hereof. In particular no statement or warranty made by either party (whether before or after the signing of this Agreement and whether such statement representation or warranty induced either party to enter this Agreement) shall be

effective or enforceable or give rise to any legal remedy unless it is repeated in this Agreement, provided that nothing in this clause shall serve to exclude the liability of either party in respect of any fraudulent pre-contractual statement or misrepresentation.

## Internal use only - please use BLOCK CAPITALS

To be completed by Shop Manager  
Authorised by

To be completed by shop/sales team  
Shop contact

Shop contact email address

Account name

Web address (major customers only)

Shop name

Parent (Holding company/University)

To be completed by Accounts  
Account opened by

Account number

Date account opened

Date of credit check

Date shop notified

Account part of consortia subject to SLA