

BUSINESS SERVICES

# CREDIT APPLICATION FORM

## SELF-SERVE

<p><b>Company Details</b></p> <p>Company Name: <input type="text"/></p> <p>Trading Address: <input type="text"/></p> <p>Telephone Number: <input type="text"/></p> <p>Invoice Address: (if different) <input type="text"/></p> <p><b>Accounts Payable Details</b></p> <p>Contact Name: <input type="text"/></p> <p>Email Address: <input type="text"/></p> <p>Telephone Number: <input type="text"/></p> <p><b>Bank Details</b></p> <p>Bank/Building Society: <input type="text"/></p> <p>Address: <input type="text"/></p> <p>Sort Code: <input type="text"/></p> <p>Account Number: <input type="text"/></p> <p><b>Credit Required</b></p> <p>Credit Limit Required: <input type="text"/></p> <p><b>Signature and Agreement</b></p> <p>Signature: <input type="text"/></p> <p>Print Name: <input type="text"/></p> <p>Date: <input type="text"/></p> <p><b>Declaration</b></p> <p>I hereby request you open a credit account. I, being an authorised officer of this business, do agree that payment will be made within your 14 day cleared funds credit terms. I have read, understood &amp; accept the Terms &amp; Conditions of Love2shop. I hereby authorise Love2shop to contact our bank for credit &amp; reference purposes in accordance with Bank Mandate.</p> <p><b>Disclaimer</b></p> <p>This credit facility is only available to the above named company details. Other sister/related companies must apply for their own credit account</p>	<p>Company Reg No: <input type="text"/></p> <p>Registered Office Address: (if different) <input type="text"/></p> <p>VAT Reg No: <input type="text"/></p> <p><b>Trade References</b></p> <p>1) Company Name &amp; Address: <input type="text"/></p> <p>Email Address: <input type="text"/></p> <p>Telephone Number: <input type="text"/></p> <p>2) Company Name &amp; Address: <input type="text"/></p> <p>Email Address: <input type="text"/></p> <p>Telephone Number: <input type="text"/></p> <p><b>Buyers Contact Details</b></p> <p>Name: <input type="text"/></p> <p>Signature: <input type="text"/></p> <p>Email Address: <input type="text"/></p>
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**PLEASE EMAIL YOUR COMPLETED FORM & A COPY OF YOUR COMPANY LETTERHEAD TO: [credit@love2shop.co.uk](mailto:credit@love2shop.co.uk) OR FAX TO: 0151 6700656, OR POST TO: FAO: CREDIT CONTROL, PARK RETAIL LTD, VALLEY ROAD, BIRKENHEAD, CH41 7ED**

Love2shop is the business/trading name of Park Retail Ltd which is a company registered in England & Wales (company reg no: 402152) whose registered address is: Valley Road, Birkenhead, Merseyside, CH41 7ED (VAT no: 165 9070 48)

## BUSINESS SERVICES

# CREDIT APPLICATION FORM SELF-SERVE

### Address and name authorisation

For your security, please detail below the addresses you wish to be listed as authorised to receive orders from your new credit account. These addresses will be added to our Self Serve system so that when you place an order through the portal, an unrecognised address can't be used. For any further addresses please email [aftersales@love2shop.co.uk](mailto:aftersales@love2shop.co.uk)

#### Address 1

Address:

County:

Postcode:

#### Address 2

Address:

County:

Postcode:

#### Address 3

Address:

County:

Postcode:

#### Address 4

Address:

County:

Postcode:

#### Address 5

Address:

County:

Postcode:

#### Address 6

Address:

County:

Postcode:

To ensure nobody can take advantage of your credit limit and place orders on your behalf, please also detail the names of who you would like to place orders on your account in the spaces below:

#### Name 1

Name:

#### Name 2

Name:

#### Name 3

Name:

Authorised by:

#### Name 4

Name:

#### Name 5

Name:

#### Name 6

Name:

Signature:

## Terms and Conditions

### HIGH STREET VOUCHERS LIMITED AND/OR PARK RETAIL LIMITED CONDITIONS OF SALE

These conditions of supply of goods and services apply equally to High Street Vouchers Limited and/or Park Retail Limited and govern all orders to and contracts with High Street and/or Park Retail for the supply of vouchers and/or services ("Vouchers" and/or "Services respectively) and override any other terms or conditions stipulated, incorporated or referred to by the person, firm or company that has requested any Vouchers and/or Services ("the Client").

The Vouchers and/or Services shall be as described in the quote or acknowledgement of order issued by High Street or as may be agreed in writing by High Street. These Conditions, except where they are varied by High Street in writing, are the only conditions upon which High Street supplies Vouchers and/or Services. No alteration or modification of these Conditions shall have effect unless such alteration or modification is accepted in writing by a duly authorised officer of High Street.

#### 1. Formation

a) Quotations issued by High Street shall be available for acceptance for 12 months from the date of issue unless withdrawn by High Street by written or oral notice to the Client.

b) All orders placed by the Client for Vouchers and/or Services ("Orders") shall be deemed to be an offer and shall only be deemed accepted by High Street upon the earlier of the issue of a written acceptance of order by High Street or delivery of Vouchers or provision of any Services.

c) Unless otherwise agreed High Street may modify the specification of Vouchers and/or Services. The Contract is not a contract for sale of goods by description. All and any descriptive matter, specifications and advertising issued by High Street will not form part of the Contract is solely aimed at giving an approximate idea of the Vouchers and/or Services described in them. In particular but without limit the identity and number of persons who are prepared to accept the Vouchers as payment for goods and/or services may from time to time vary and this is specifically acknowledged and accepted by the Client.

d) Any Order accepted by High Street may only be cancelled or varied by the Client with the prior written consent of High Street and on terms that the Client shall indemnify High Street in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by High Street as a result of such cancellation or variation.

#### 2. Price

a) Prices shall be as set out in the quotation and/or acknowledgement issued by High Street which (together with any prices set out in High Street's price lists) are exclusive of any value added, purchase or other taxes but inclusive of reasonable costs of carriage to addresses within the UK provided that if the net price of the Clients order is less than £1,000 then High Street shall be entitled to charge a carriage and small order administration charge. Such taxes and costs shall be payable in addition to the price when the price is due.

b) The Contract price is based on information available, details of the Vouchers and/or Services requested at the time of the quotation and on the assumption that the Client will comply with its obligations under the Contract. If such information, prices, costs, request or assumption changes prior to delivery of the Vouchers and/or performance of the Services then High Street reserves the right to amend the price accordingly.

#### 3. Delivery and Non-Delivery

a) Vouchers will be delivered and Services provided at the time stated in High Street's quotation or acknowledgement of order or if one is not issued as agreed by High Street. Delivery/performance times are given in good faith but are an estimate only and are dependent upon receipt by High Street of all necessary information from the Client. Time of delivery of Vouchers and/or performance of Services is not of the essence. High Street shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by failure (for any reason) to meet the delivery time/date stated/agreed (even if caused by High Streets own negligence).

b) Services will be provided and Vouchers delivered as stated in High Street's quotation or acknowledgement of order or if one is not issued as agreed by High Street. Delivery shall be deemed to take place when the Vouchers arrive at the place stated in High Street's acknowledgement of order or if one is not issued at such place as is agreed by High Street except that delivery to a carrier for the purpose of transmission to the Client shall be deemed to be delivery to the Client. High Street shall make such arrangements for carriage of the Vouchers and their insurance during carriage as it thinks appropriate.

c) High Street may deliver Vouchers in instalments and perform Services in sections in any sequence. Deliveries of further instalments and performance of further sections may be withheld until the Voucher and/or Services comprised in earlier instalments and/or sections have been paid for in full. Default by High Street, howsoever caused, in respect of one or more instalments shall not entitle the Client to terminate the relevant Contract as a whole.

d) If the Client fails or refuses to accept delivery of any Vouchers when they are ready for delivery in accordance with the relevant Order; or High Street agrees (at its sole discretion) to postpone delivery of the Vouchers at the request of the Client; or the Client fails to provide any instructions consents or authorisations required to enable the Vouchers to be delivered on the due date; then: risk in the Vouchers shall pass to the Client, delivery of the Vouchers shall be deemed to have taken place and High Street may store or arrange for storage of such Vouchers and charge the Client for all related costs and expenses (including storage, insurance and additional delivery costs). If the Vouchers have not been delivered within 14 days of such failure or refusal due to the Client's continuing failure and/or refusal then High Street may sell such Vouchers and charge the Client for any shortfall if the sale proceeds are below the Contract price.

e) Upon delivery to the Client all Vouchers should be immediately examined. High Street shall not be liable for any shortages in Vouchers unless the same is notified by the Client to High Street within 5 working days of delivery. Subject to such notice being duly given, High Street shall if it is satisfied that any Vouchers have not been delivered at its sole discretion, either arrange for delivery of such Vouchers or give credit to the Client for the same (as soon as practicable).

#### 4. Risk and Title

a) Subject to Condition 3.d), risk of damage to or loss of the Vouchers shall pass to the Client upon delivery.

b) Title to the Vouchers (both legal and equitable) shall remain with High Street until full payment with cleared funds of all monies due from the Client to High Street under all contracts between High Street and the Client has been made, or title is properly vested in some other person by the operation of any statute.

c) Until title to the Vouchers passes, the Client shall hold the Vouchers on a fiduciary basis as High Street's bailee and must store the Vouchers (at no cost to High Street) such that they are easily identifiable as the property of High Street and must not destroy or deface any identifying marks on the Vouchers or their packaging; and must keep the Vouchers insured on High Street's behalf for the full price of the Vouchers against "all risks" to the reasonable satisfaction of High Street and produce the policy of insurance to High Street upon request and must hold all proceeds of such insurance on trust for High Street and shall not mingle them with any other money nor pay the proceeds into an overdrawn bank account.

d) Until title to the Vouchers passes, the Client shall be entitled to re-sell, use or otherwise dispose of the Vouchers in the ordinary course of its business provided that the Client shall ensure that the entire proceeds arising by virtue of any such sale, use or disposal shall be held in trust for High Street and shall not be mixed with any other monies or paid into any other overdrawn bank account and shall at all times be identifiable as monies belonging to High Street. e) Once payment becomes due, High Street may while the owner of the Vouchers (without prejudice to its other rights) demand the immediate return of the Vouchers at any time and the Client must comply with (and bear the cost of) such demand immediately. If the Client fails to return such Vouchers, High Street or its successors in title, and their respective employees and agents, may enter the Client's premises (with or without vehicles) during normal business hours to remove the Vouchers (the cost of which shall be borne by the Client) and/or may sell or otherwise deal with the Vouchers.

f) Vouchers may not be sold on any internet site such as ebay, Gumtree or any other similar site apart from a High Street site.

g) An expiry date is printed on the Voucher. The Voucher cannot be used after that date. The value of the Voucher will be lost when it expires. We will not refund any amount paid for the Voucher when it expires. If you return expired Vouchers to us you agree that we may destroy those Vouchers and remove all record of them from our systems.

#### 5. Payment

a) High Street may invoice the Client for the Vouchers and/or Services at any time on/or after delivery of the Vouchers to a carrier for onward transmission to the Client or to a third party as notified by the Client.

b) Clients who have been granted by High Street (in its sole discretion) a credit account facility shall pay the Contract within 14 days of the date of invoice. High Street may (in its sole discretion) amend the terms of or withdraw such credit account facility at any time without notice with immediate effect and upon such withdrawal all amounts due or accruing to High Street (under the Contract or otherwise) shall become immediately payable notwithstanding any other Condition.

c) Clients who have not been granted a credit account facility shall pay the Contract price at the same time as placing an Order.

d) Payment shall only be deemed received by High Street from the Client upon receipt by High Street of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. High Street may appropriate any payment made by the Client to any outstanding invoice.

e) Time for payment by the Client of the price and all other amounts due under the Contract shall be of the essence. If the Client fails to make payment on the due date then High Street may without prejudice to its other rights be entitled to:

- cancel the Contract, suspend any further deliveries of the Vouchers to the Client and/or performance of the Services;
- charge the Client interest on overdue amounts (before as well as after judgement) at the annual rate of 2% above the base lending rate of Natwest Bank plc from time to time until the overdue amounts are paid in full;
- an indemnity from the Client against all expenses and legal costs incurred by High Street in recovering overdue amounts and/or incurred as a result of cancellation or suspension of deliveries or performance; and
- charge the Client the amount of any discount received on the purchase of any Vouchers.

## 6. Quality

a) High Street warrants that all Vouchers shall upon delivery be of satisfactory quality and that all Services shall be carried out with reasonable skill and care and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with this Condition 6.a), are hereby expressly excluded to the fullest extent permitted by law.

b) The warranty given in Condition 6.a) will not apply:

i) where the defect complained of arises from fair wear and tear, wilful damage, the Client's negligence, or misuse or alteration the Vouchers without High Street's approval or any failure to follow High Street's instructions (whether oral or in writing);

ii) if High Street or its agents is not given a reasonable opportunity to safely inspect the Vouchers and/or evidence of the defect in the Services; or

iii) if the total price for the Vouchers and/or Services has not been paid.

c) The obligations of High Street under the Contract are limited such that in the event of a breach by High Street of the warranty in Condition 6.a) or any defect in any Vouchers and/or Services High Street shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Vouchers and/or Services) at its option either to credit the price (if already paid) attributable to the faulty Vouchers and/or Services or replace the faulty Vouchers and/or or reperform the Services provided that such Vouchers unless otherwise agreed are returned to High Street in their delivered state at the Clients expense within a reasonable time and in any event with 28 days of the defect becoming apparent.

## 7. Liability

a) Nothing in these Conditions shall exclude or limit the liability of High Street for death or personal injury caused by High Street's negligence or fraudulent misrepresentation.

b) High Street shall not be liable to the Client in contract, tort or otherwise howsoever and whatever the cause thereof for any: (i) economic loss of any kind whatsoever; (ii) loss of profit, business contracts, revenues or anticipated savings; (iii) damage to the Client's reputation or goodwill; (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever.

c) Without prejudice to Condition 6.c), 7.a) and 7.b) High Street's liability in contract, tort, or otherwise arising by reason of or in connection with the Contract shall be limited to the amount receivable by High Street for the claim under its insurance policy covering such risk. The Client acknowledges that delay in notifying any claim may prevent High Street recovering any money under such policy. Nothing in this Condition shall require High Street to obtain any insurance or claim on any insurance it holds.

## 8. Force Majeure

In the event that High Street is prevented or delayed in or from carrying out any of its obligations under the Contract as a result of any cause beyond its control such as but not limited to: acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with High Street's own employees); power failure; accidents; inadequate performance of, failure of computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles then High Street shall be relieved of its obligations and liabilities under the Contract for as long as such fulfilment is prevented and if the delay is more than 3 months either party can terminate.

## 9. Intellectual Property Rights and Confidentiality

a) High Street shall have the right to apply any trade marks, trade names and/or service marks to the Vouchers. The Client acknowledges that no rights are granted to the Client to use such trade marks, trade names and/or service marks unless otherwise agreed in writing with High Street. The Client shall not deface, remove or obliterate any trade marks, trade names or logos applied by High Street on or in relation to the Vouchers.

b) The Client shall keep confidential and not use, without the prior written consent of High Street, all or any information supplied by High Street to the Client or disclosed to or obtained by the Client pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Client, or disclosure of the same is required by law or by any other governmental or other regulatory body.

## 10. Termination

Without prejudice to any of their other rights either party may immediately terminate the Contract in whole or in part and demand payment of amounts due or accruing to it whether under the Contract or otherwise and/or withhold or cancel any deliveries or suspend performance if any of the following occurs or is likely to occur:

- either party is in breach of any of its obligations under the Contract which, if capable of remedy, has not remedied within 30 days of receiving written notice of such breach; or
- either party enters into any form of insolvency including without limit liquidation, bankruptcy, receivership, voluntary arrangement, administration or is unable to pay its debts as they fall due or ceases or threatens to cease to carry on its business.

## 11. General

a) The failure to exercise or delay in exercising by High Street of a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

b) The Client shall not be entitled to assign or sub-contract any of its rights or the obligations under the Contract, without the prior written consent of High Street. High Street may assign, licence or sub-contract all or any part of its rights or obligations under the Contract without the Client's consent. References to High Street shall include its successors and assigns.

c) The Conditions and any quotation and/or acknowledgement of Order issued by High Street contain the whole agreement between High Street and the Client. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Client warrants to High Street that in entering into the Contract it has not relied on and shall have no remedy in respect of any statement or promise which is not set out in the Contract.

d) The Contract shall be construed in accordance with and governed in all aspects by English Law and the Client submits to the exclusive jurisdiction of the English Courts.

## GENERAL WEBSITE TERMS AND CONDITIONS

### 1. Ownership of Rights

All rights, including copyright, in this website are owned by or licensed to Park Retail Limited (PRL). Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of PRL. You may not modify, distribute or re-post anything on this website for any purpose.

### 2. Accuracy of Content

PRL has taken every care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website and at the discretion of PRL. All prices are displayed inclusive of VAT. PRL shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website.

### 3. Damage to your Computer

PRL makes every effort to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it won't cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website and screen out anything that may damage it. PRL shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

### 4. Availability

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available.

### 5. Exclusions of Liability

Any disclaimers and exclusions of liability in these terms & conditions shall not apply to any damages arising from death or personal injury caused by the negligence of PRL or any of its employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with English Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

### 6. Other Legal Notices

There may be legal notices on other areas of this website which relate to your use of this website, all of which will, together with these terms & conditions govern your use of this website.

### 7. Changes to Legal Notices

We reserve the right to change these terms & conditions from time to time and you should look through them as often as possible.

### 8. Use of this Website from outside the UK

Unless otherwise specified, the materials on this website are directed solely at those who access this website from the United Kingdom mainland. PRL makes no representation that any products or services referred to in the materials on this website are appropriate for use, or available, in other locations. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.

### 9. Law, Jurisdiction and Language

This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English Law. The parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England. All contracts are concluded in English.

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