



HARRIS + RUSSELL

harrisandrussell.com
Harris + Russell Limited, 124-130 East Road, London N1 6AA
T 020 7549 8399 (Sales) 020 7549 8395 (Accounts) 020 7549 8385 (Returns)
F 020 7608 2970 (Sales) 020 7490 3293 (Accounts) 020 7253 3431 (Returns)
Salisbury T 01722 326555 F 01722 323252
Exeter T 01392 446844 F 01392 256880

1. ACCOUNT APPLICATION FORM To be completed in full by all applicants	
Name of Organisation	
Type of Business	
Name of buying group/trade association and benefit etc. if applicable (e.g. pay via Retra)	
Anticipated Annual Turnover with H+R (in £ thousand)	£
Address	
Post Code	
Telephone Numbers	
Fax Number	
Email	
Company Website	
Please indicate Limited Company, Partnership or Proprietorship	
If Partnership, name of Partners	
If Proprietorship, name of Proprietor	
If Limited Company names of principal Directors and address of registered office	
Date Business Started	
VAT Registration No.	
Co. Registration No.	
I accept Harris and Russell Limited's Terms and Conditions Signed by Applicant	
Name of Applicant (please print)	
Position within Company	
Date	

All goods remain the property of Harris + Russell Limited until paid in full.

All transactions are subject to Harris + Russell Limited's Terms & Conditions which can be viewed at www.harrisandrussell.com



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2. CREDIT REQUEST FORM To be completed in full if requesting credit	
YOUR BANK DETAILS	
Bank Name	
Bank Address	
County	
Post Code	
Account Number	
Sort Code	
Account Name <i>(if different from Company name)</i>	
TWO TRADE REFERENCES *	
1. Name	
Full Address	
Account Number	
2. Name	
Full Address	
Account Number	

* Trade referees should be appropriate to enable verification of your credit worthiness up to your estimated level of credit required.

3. BANK STATUS ENQUIRY (SEE BELOW) please complete in full items A to H inclusive in page below

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Ref: TBT

PRIVATE AND CONFIDENTIAL

Date
To The Manager

A. *(your Bank)*

Dear Sir,

STATUS ENQUIRY REQUEST

B. We request your opinion as to the means and standing of *(your business)*

.....
C. and their trustworthiness in the way of normal business engagements to the
extent of £

CONSENT

D. I/We

(insert details as per your Bank Mandate)

E. Director/s, Sole Proprietor, Partners *(delete as applicable)*

F. Consent to *(insert Bank plc)*

Providing a reference on us to Harris + Russell Limited

G. Signed *(as per Bank Mandate)*

H. For and on behalf of *(your Company name)*

We enclose a cheque in payment of your tariff for this service and a stamped addressed envelope for prompt reply.

Yours faithfully, Harris + Russell Limited

Tony B Thurston
Financial Controller

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Terms and Conditions

The following relates to all transactions, access, data, material and information whether transacted on-line, by telephone, email or otherwise and any use regardless of source will be deemed to have been acceptance of all Terms and Conditions detailed below;

1 "Use of the Procurement Site"

1.1

In these conditions the following expressions shall have the following meanings:

"Business Day": a weekday (other than a Saturday) on which banks are open in London for the transaction of normal business;

"Confidential Information": all technical, commercial and financial information, product information, trade secrets, know-how and all information relating to the plans, intentions, market opportunities, transactions, affairs and/or business of a party and the terms of this Agreement;

"Terms and Conditions": H+R's terms and conditions of sale and purchase as amended from time to time;

"VAT": value added tax at the applicable rate;

"Website": means pages or a related group of pages which are linked together using the hypertext transfer protocol ("http").

"H+R, Harris and Russell and Harris + Russell Ltd": Harris and Russell Limited.

1.2

H+R shall grant you a non-exclusive and non-transferable licence to access and use this site subject to you complying with the provisions herein which incorporates the Terms and Conditions.

1.3

This site contains details of the prices and descriptions of the goods you are able to purchase from H+R and any other information H+R may wish to provide to you from time to time such as promotions and discounts.

1.4

A password and user name has been allocated to you when registering on this site. You will be fully liable for all transactions carried out using your account and therefore you shall adopt prudent measures to keep each username and password confidential and secure.

1.5

H+R reserves the right to suspend or terminate your access to this site at any time and without prior warning if you (or your authorised representatives) violate any of the provisions of these terms. If at any time you (or your authorised representatives) become aware of any non-authorised person using or disclosing the username and/or password you must inform H+R immediately.

1.6

All orders for goods using this site shall be subject always to the Terms and Conditions which may be amended by H+R from time to time.

1.7

Use of the Procurement Site will be deemed as acceptance of the Terms and Conditions.

1.8

H+R reserves the right to refuse you access to this site at any time without giving any reason.

2 *Intellectual Property*

2.1

H+R will at all times retain all copyright, database rights and all other right, title and interest in all sites and all other printed or displayed material worldwide. You shall not be permitted to amend, copy or reproduce any of the information on these sites or any other material in any format provided by the company or it's representatives, other than to print off and record your orders, invoices and statements with H+R.

2.2

The supply of goods by H+R shall not confer any right upon you to use any of H+R's trade marks, including all those pending registration, registered by and or assigned to H+R without the prior written consent of H+R. At all times such trade marks shall remain the property of H+R.

3 *Confidentiality and Privacy*

3.1

Subject to clause 3.2, each party shall keep secret and confidential all Confidential Information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations herein.

3.2

The obligation of confidence shall not apply where the Confidential Information:

3.2.1

is required to be disclosed by operation of law;

3.2.2

was in the possession of the recipient prior to disclosure by the other party;

3.2.3

is subsequently acquired from a third party without any obligation of confidence; or

3.2.4

is or becomes generally available to the public through no act or default of the recipient.

3.3

This clause shall continue in force notwithstanding the expiry or termination, whatever the reason for such termination.

3.4

You agree that you will at all times adhere to H+R's Privacy Policy contained within this document. It shall be your responsibility to read and understand this policy, and H+R shall accept no liability in the event you fail to do so.

4 *General*

4.1

You shall not be entitled to assign, transfer, charge, create a trust over or otherwise deal in your rights and/or obligations herein (or purport to do so) without H+R's prior written consent (which it may withhold in its absolute discretion).

4.2

Unless the right of enforcement is expressly granted, it is not intended that any provision herein shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

4.3

A failure or delay by either party to exercise any right or remedy herein shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

4.4

These terms and conditions represent the entire terms agreed between the parties in relation to its subject matter and supersedes all previous contracts or arrangements (including any usage or custom and any terms arising through any course of dealing) of any kind between the parties relating to its subject matter.

4.5

Each of the provisions herein shall be construed as independent of every other such provision, so that if any provision shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of these terms and conditions, all of which other provisions shall remain in full force and effect.

4.6

These terms and conditions shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

TERMS AND CONDITIONS OF SALE

(extract see www.harrisandrussell.com Terms and Conditions of Business)

1 *Definitions and Contract*

1.1

In these conditions the following expressions shall have the following meanings:

"Confirmation of Order": Either by email confirming acceptance of your order, or other form of confirmation as detailed within the terms and conditions.

"H+R, Harris and Russell and Harris + Russell Ltd": Harris and Russell Limited.

"Goods": The goods described in H+R's written Confirmation of Order.

1.2

A binding contract shall only be created when H+R accepts your order. Telephone, fax or email orders will be accepted by the taking of that order by a member of H+R staff. Confirmation of current price, stock availability and order reference will be provided on request, your order confirmation is subject to availability and status of your account. Your web order will be accepted by way of H+R's "Confirmation of Order" sent by confirmatory e-mail. A confirmatory e-mail shall contain information regarding the Goods ordered, the cost of those Goods and your order reference number. You must check the details contained in the e-mail and we advise you to print and keep a copy of it.

2 *Variation of Terms*

2.1

Unless otherwise agreed in writing signed by an officer of H+R goods are supplied by H+R only on these conditions and no variation of or addition thereto (whether contained in any document emanating from you or made orally by any person acting or purporting to act on behalf of H+R) shall have effect. Should any of these conditions conflict with any conditions stated in your order these conditions shall prevail. The giving by you of any delivery instructions for the Goods or any part thereof, or the acceptance by you of delivery of the Goods or any part thereof or any conduct by you in confirmation of the transaction set out on the basis hereof after receipt by you of this document shall constitute unqualified acceptance by you of these conditions.

3 *Prices and Payment*

3.1

All prices quoted on H+R's price list verbally, via email, fax and/or the Procurement Site are exclusive of import and export duties carriage insurance and any other handling charge or duty. All prices quoted are not subject to any cash settlement discount. Carriage and packing will be included for all orders over £150 where delivery is to your usual business address. For orders less than £150 (subject to variation from time to time without notice), or for delivery to addresses other than your usual business address, delivery will be charged at H+R's applicable rate (subject to variation from time to time without notice).

3.2

When you open your account H+R will notify you of your payment terms. Should you be permitted a credit period in accordance with the terms of your account confirmation letter, H+R reserves the right to request early payment should circumstances arise which, in H+R's sole discretion, it believes that you are not able to fulfil your payment obligations. H+R reserves the right to charge interest on any monies not paid by you by the due date at 4% per annum over H+R's banker's base lending rate applicable from time to time.

3.3

3.3 In the event of legal action being taken by H+R against you for breach of payment obligations, you shall be responsible for all costs and disbursements on a full indemnity basis.

4 *VAT*

4.1

All prices quoted are exclusive of Value Added Tax which shall be added where applicable at the current rate as at the time of the delivery of the Goods.

5 *Cancellation*

5.1

You have the right to cancel the order, prior to dispatch. Cancellation after dispatch will result in an administration fee of 10% of the value of the Goods ordered and carriage charges (both ways) being payable by you. Notice of cancellation must be received by email or fax to H+R's sales office as follows: sales@harrisandrussell.com. Fax 020 7608 2970.

6 *Delivery by Instalments*

6.1

If any order for Goods is to be delivered by several instalments to you, each such instalment shall be treated as a separate and identifiable contract and the rights of either party thereunder shall be construed accordingly save only that H+R may suspend delivery thereof whilst payment is overdue in respect of any previous instalment, such failure or defective delivery shall not effect the obligations of the parties under the contract of which these conditions form part in respect of the other instalments.

7 *Delivery Date*

7.1

Any time or date of delivery notified by H+R is an estimate only and H+R shall not be liable for any loss damage or expense suffered by you by reason (whether directly or indirectly) of H+R's failure to meet any delivery date estimated nor shall you be released from any contract. Time shall not be of the essence.

8 *Delivery & Risk*

8.1

The Goods shall be delivered by H+R (or H+R's agent) to you at the location stated in the order form completed on the Procurement Site provided always that the risk in the Goods shall pass to you upon despatch. H+R shall not be liable for the safety of the Goods thereafter and accordingly you shall insure the Goods thereafter against such risks as may be commercially prudent.

8.2

H+R will not be liable for deliveries to addresses other than your designated address as instructed to H+R.

8.3

H+R will not accept claim or liability for non delivery, loss or damage more than 48 hours after dispatch to given address.

9 *Returns*

9.1

You must notify H+R (either by fax or email as indicated in clause 5.1) of any alleged damage to the Goods upon actual receipt and thereafter shall be deemed to have accepted the Goods in all respects. Any such notice must specify the particular damage and must afford H+R the reasonable opportunity to inspect the Goods in question.

9.2

If the Goods are agreed by H+R to be defective or faulty H+R will (at its option) either rectify the defect or fault or replace any such Goods or credit the invoice value of the Goods and such rectification or replacement or credit will be in full satisfaction of any claim by you. Any damage to the Goods shall be deemed to have occurred after delivery unless you prove to the contrary. If the Goods are received damaged or short delivered the agent's note should be endorsed accordingly and both the agent and H+R notified in writing immediately. Any Goods returned in exchange for credit as agreed with H+R, will only be collected with the agreement of H+R, and will in each and every case, be subject to inspection. Goods returned for whatever reason may not be debited or deducted from H+R's monthly statement of account and at all times you must quote the original invoice number in cases of dispute.

9.3

H+R's representatives are only permitted to collect Goods when they have first been issued with a " Return Materials Advice". You should ensure that a receipt is obtained for such Goods from our driver or representative. Goods will only be accepted if reasonably packed and protected for transport and no responsibility shall be accepted for Goods damaged whilst in transit if damage is due to deficient packing.

9.4

We cannot accept any responsibility whatsoever for Goods returned to us by independent carrier or by post, which are lost or damaged in transit.

9.5

H+R may not be able to offer replacement goods in all circumstances. This will be subject to the manufacturer's policy.

10 *No Sale by Sample*

10.1

Any information or descriptions of the Goods indicated on any material produced by H+R including the Procurement Site shall be accepted by you as supplied solely for information only and as in no way imputing any express or implied conditions or warranties as to quality, description, colour, fitness for purpose or satisfactory quality of Goods subsequently delivered and you shall be deemed to have satisfied yourself as to such matter prior to ordering the Goods.

11 *Recommendations*

11.1

H+R shall have no responsibility whatsoever for any damage liability cost claim or expense suffered by you or any third party through following any written recommendation (whether contained on the Procurement Site or otherwise) made by H+R in good faith and in the belief that they are correct.

12 *Sub Standard Goods*

12.1

Any Goods sold as "graded" shall be accepted by you in their actual state or condition. All express or implied warranties or conditions whether as to quality or fitness for any purpose of such Goods are hereby expressly excluded.

13 *Force Majeure*

13.1

H+R shall not be liable for any failure to observe or breach of any of the terms hereof by reason of acts of god war riots civil commotion strikes lock outs trade disputes fires breakdowns interruptions of transport governmental action delay in delivery by H+R's suppliers, acts of terrorism or prevention of terrorism or any other cause whatsoever beyond its control. In such circumstances except when Goods are in transit either H+R or you may terminate the unperformed part of any contract of which these conditions form part by notice in writing delivered to the other party hereto within 14 days of H+R giving written notice to you of the occurrence of such action or circumstances as makes H+R fail to observe or breach the terms hereof.

13.2

If the delivery of the full amount of the Goods is delayed prevented or hindered by reason of any circumstances within clause 13.1 then (without prejudice to the provisions of clause 13.1) H+R shall be entitled either to deliver a smaller quantity of the Goods than that specified in H+R's Confirmation of Order or invoice which quantity shall constitute delivery in full or will withhold delivery until such time as the full quantity of the Goods can be and is delivered hereunder.

14 *Termination*

14.1

If you shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with your creditors or it being an incorporated company shall have a receiver appointed over any of assets or shall pass a resolution for winding up or if winding up proceedings are recommended or if not being an incorporated company shall have a receiving order made against it or if H+R shall reasonably consider that any of the said events is about to occur or if there shall be any breach by you of any of the terms and conditions hereof H+R may defer or cancel any further deliveries and treat any contract of which these conditions form part as determined but without prejudice to its rights to any unpaid purchase price of Goods delivered and to damages for any loss suffered in consequences thereof.

15 *Liability and Consequential loss*

15.1

Without prejudice to the other provisions of these conditions H+R's liability hereunder shall be limited to the purchase price of the Goods only to which the claim relates and in no event shall H+R be liable for any loss of profit, or business or any consequential loss injury or damage arising out of or in connection with the Goods even if H+R has been advised of the possibility of such loss injury or damage.

16 *Warranties*

16.1

Except as expressly stated herein, all conditions warranties representations and undertakings, express or implied, statutory or otherwise are excluded. H+R will however assist the Buyer in any claims against third party suppliers subject to the Buyer indemnifying H+R in respect of its reasonable costs.

17 *Retention of Title*

17.1

You warrant that before agreeing to buy any Goods from H+R you are not insolvent and have not committed any act of bankruptcy or being a company with limited or unlimited liability none of its officers or employees know any circumstances which would entitle a debenture holder or secured creditor to appoint a receiver to petition for winding up the company or exercise any other rights over or against the companies assets.

17.2

The Goods shall remain the sole and absolute property of H+R as legal owner until such time as you have paid to H+R the agreed price for the Goods.

17.3

You acknowledge that you are in possession of the Goods solely as bailee for H+R until such time as the full price is paid to H+R for the Goods.

17.4

Until such time as you become the owner of the Goods you will store them on your premises separately from your own goods or those of any other person and in a manner readily identifiable as the goods of H+R.

17.5

Your right to possession of the Goods shall cease if you commit an act of bankruptcy or if you being a company do anything or fail to do any thing which would entitle any person to present a petition for winding up or if you have a receiver appointed over any of your assets or if a meeting be convened for the purpose of considering a resolution for your winding up or if you cease to carry on business or if H+R reasonably considers that any of the said events is about to occur. You hereby grant to H+R the purpose of recovery of its Goods an irrevocable licence to enter upon the premises where they are stored or where they are reasonably thought to be stored and repossess them.

17.6

Subject to these terms you are licensed by H+R to agree to sell Goods in which title is still with H+R subject to the express condition that you shall effect such Agreement as bailee for H+R and that such part of the proceeds as are equal to the amount remaining owing to H+R are held in trust for H+R and shall forthwith pay such sum to H+R. If such payment is made such sum shall be held in a separately designated bank account PROVIDED THAT if in contravention of this provision such sum is mixed with other monies H+R shall be entitled to take such proceeds.

17.7

Nothing in this clause shall prevent H+R from recovering the full amount due from you. In the event that there is a shortfall in the amount recovered from the sale of any Goods, the balance shall represent an amount still owing and due to H+R and interest shall continue to be payable pursuant to clause 3.2.

18 *General*

18.1

H+R reserves the right to change the information contained within all material provided by H+R, including the Procurement Site to alter these terms and conditions at any time. Any changes made to these terms and conditions shall be highlighted, and all purchases made from the date of the amendments shall be subject to the replacement terms and conditions. Should you continue to trade with H+R in any way including the use of the procurement site once H+R has highlighted the changes, you shall be deemed to have accepted all of the amendments made.

19 WEEE statement

19.1

H+R, for the sole purpose of compliance for product sold direct to consumer, are registered with a licensed compliance authority under the Dealer Take Back opt out scheme. Registered ID 3599.

19.2

H+R supply to business for own use (B2B).

There is no implied agreement to take back WEEE category product and all considerations in the matter must be confirmed in writing prior to delivery.