

## ACCOUNT APPLICATION FORM

Please ensure to fill out this form entirely using BLOCK CAPITALS and a BLACK PEN. Any missing information may delay the application.

BUSINESS DETAILS REQUIRED TO SET UP THE ACCOUNT		TYPE OF ACCOUNT REQUIRED (TICK ONE)		
Name of Postmaster		CASH ACCOUNT	<input type="checkbox"/>	THIS WILL REQUIRE A CLEARED PAYMENT WHEN YOU PLACE YOUR ORDER (CHEQUE, DEBIT/CREDIT CARD, DIRECT TRANSFER)
Post Office Name				
Other/Trading As Name		CREDIT ACCOUNT	<input type="checkbox"/>	THIS WILL ALLOW YOU TO PLACE ORDERS AND PAY WITHIN 30 DAYS (PLEASE NOTE THE FIRST TWO ORDERS WILL REQUIRE A PAYMENT ON ORDER)
Address 1				
Address 2		NFSP MEMBERSHIP NUMBER (IF APPLICABLE)		
Address 3		OTHER STAFF MEMBERS ALLOWED TO ORDER		
Postcode		(1)		
Telephone No (Landline)		(2)		
Telephone No (Mobile)				
Fax No				
E-mail Address				
DELIVERIES - IF YOU REQUIRE AN ALTERNATE DELIVERY ADDRESS, PLEASE CONTACT US.				

IF YOU ARE A SOLE TRADER, PARTNERSHIP OR OTHER TYPE OF BUSINESS, PLEASE FILL IN THE REQUIRED DETAILS BELOW IF YOU ARE A LIMITED COMPANY, PLEASE GO TO THE NEXT SECTION					
Home Address 1		SOLE TRADER	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>
Home Address 2		OTHER (Pls specify)	<input type="checkbox"/>		
Home Address 3		PLEASE NOTE WE REQUIRE A UTILITY/COUNCIL BILL SHOWING THE ACCOUNT HOLDERS PERSONAL NAME & ADDRESS DATED WITHIN THE LAST 3 MONTHS			
Home Postcode					
Contact Telephone No		VAT Reg No (if applicable)			

IF YOU ARE A LIMITED COMPANY, PLEASE FILL IN THE REQUIRED DETAILS BELOW						
Reg Office Address 1		Period of Trading	<2 Years	<input type="checkbox"/>	2-5 Years	<input type="checkbox"/>
Reg Office Address 2			5-10 Years	<input type="checkbox"/>	>10 Years	<input type="checkbox"/>
Reg Office Address 3		Company Registration No				
Reg Office Postcode		VAT Reg No (if applicable)				

PLEASE PROVIDE TWO TRADE REFERENCES (INCLUDING SPECIFIC CONTACT'S DETAILS & ANY UNIQUE ACCOUNT NUMBERS)			
TR1 - BUSINESS NAME		ANY CONTACT NAME	
ADDRESS 1		TELEPHONE NUMBER	
ADDRESS 2		UNIQUE ACCT NUMBER	
POSTCODE			
TR2 - BUSINESS NAME		ANY CONTACT NAME	
ADDRESS 1		TELEPHONE NUMBER	
ADDRESS 2		UNIQUE ACCT NUMBER	
POSTCODE			

**THIS FORM MUST BE SIGNED BY THE BUSINESS OWNER OR IN THE CASE OF A COMPANY, BY A DULY AUTHORISED SIGNATORY.**  
IF YOU HAVE ANY QUESTIONS ABOUT ANY OF OUR TERMS & CONDITIONS, PLEASE ENSURE TO ASK US BEFORE RETURNING THIS FORM.

I/We hereby confirm that we have read, understood and acknowledge the "Terms & Conditions of Sale for IPS Retail ref. IPSTCS112020" shown overleaf and agree to abide by them.  
I/We also confirm that we will be fully responsible for orders placed by those people listed in the "Other Staff Members Allowed To Order".

Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Name Printed: \_\_\_\_\_ Position: \_\_\_\_\_

# TERMS & CONDITIONS OF SALE FOR IPS RETAIL ref: IPSTCS112020

IPS Retail is a division of Imported Packaging Solutions Limited (hereafter referred to as IPSL). Reference hereafter to “we” or “our” or “us” means IPS Retail. Below are IPSL’s abbreviated terms & conditions of sale. All orders placed through IPSL or any of its divisions are subject to IPSL’s full terms and conditions of sale, a copy of which can be requested by phoning us on 01923 639800. In placing an order with IPSL, the Customer (hereafter may also be referred to as “you” or “your”) is agreeing to be bound by these and IPSL’s full terms and conditions of sale.

## OPENING AN ACCOUNT

Please fill in the **ACCOUNT APPLICATION FORM** on the other side of this page and send it back to us. Remember to fill in all the requested details accurately on the form and ensure that you have signed and dated it. Please note that the owner of the account must sign and date the form. If any of the details are missing, please note that this could result in a delay or even a refusal in the processing of your application.

Ensure to select whether you are applying for a “Cash” account (payment required on order) or a “Credit” account (payment on agreed terms). If you apply for a “Credit” account, we will carry out the usual checks to ensure credit worthiness.

If you are a member of the National Federation of Subpostmasters (NFSP), ensure to put your current Membership Number or FAD Code in.

If you would like to give authority to other people/staff members to contact us on your behalf, ensure that their names are clearly written on the form. Remember that you will then be fully responsible for any orders/contact that these nominated people place/have with us.

If you are successful in opening an account with us, you will be allocated a unique Account Number. Please quote this number whenever you contact us. If you obtain a “Credit” account with us, **we will require a payment in advance for your first two orders**. Thereafter, you will automatically be given 30-day terms subject to there being no outstanding queries on your account. Please note that for the avoidance of doubt, the 30-day credit period starts from the date of invoice which is raised on the date that an order is placed.

## MARKETING, DATA PROTECTION & GDPR

We will communicate to you through numerous channels throughout your relationship with us for the purposes of marketing and promotion of our services. For example, as a current and active account holder, you will be automatically notified when a new leaflet/brochure is released. Please note however, that as part of our processes, you will, at any time, be able to select/change how you wish us to communicate with you either by calling us or by going onto your account online at [www.ipsretail.co.uk](http://www.ipsretail.co.uk).

As a data controller, IPSL are fully aware of the General Data Protection Regulation (GDPR) which took effect on May 25, 2018 and will protect your data in accordance with the set regulations. We have reviewed our processes to ensure that we have the correct procedures in place to protect the privacy of personal data. By choosing to provide IPSL with your information, by whatever means, you indicate your willingness to share and have your information stored by us for the purposes of our business. It is our Company Policy that we will not disclose any information that you provide to us to any third party without your consent. Should your account be terminated by us, we will promptly delete or destroy any personal information that we hold for or about yourselves in our Company records unless otherwise required by other Government or legislative authorities.

## ACCURACY OF INFORMATION

With any printed literature or any information displayed online, every effort is made to prevent any omissions or errors being shown. However, should one occur, it shall be subject to correction without any liability, either in contract, tort or otherwise on our part. We will endeavour to advise you when ordering and then proceed with the correct information. As an example, RRP’s quoted are Recommended Retail Prices only and are based on both the prices indicated by the manufacturer and the prices of equivalent goods that may be available. They may not be the prices that are actually prevailing in your particular area.

Furthermore, it is very important to note that prices for the same product may vary from one leaflet, promotion or period of time to another. Please therefore ensure that you check the current prices for any goods that you wish to order before finally confirming your order. Please note the most up-to-date/current prices are always shown online.

## PLACING AN ORDER

For the purposes of these Terms & Conditions, an order is only confirmed as an order once an invoice has been issued.

By placing an order with us, you accept that you have not relied upon any prior promises, representations or undertakings provided by us or any of our employees or agents. Any advice or recommendation given by us or our employees or agents as to the storage, supply or use of the Goods supplied which is not confirmed in writing by us is followed or acted upon entirely at your own risk and accordingly we shall not be liable (save as provided for in our Limitations of Liability Clause and save in respect of a claim for fraudulent misrepresentation) for any such advice or recommendation which is not so confirmed.

You shall be responsible to us for ensuring the accuracy of the information provided on the order submitted by you. You may not withdraw or cancel any order once confirmed accepted and invoiced by us without our written approval.

In certain circumstances, we may require a payment in advance from you to allow us to place a custom order with a particular supplier. In this event, an invoice will be issued and a payment taken at the time of you placing your order.

All orders are subject to acceptance, all goods are subject to availability and all items, offers, specifications and prices are correct at the time of going to print and are subject to change without prior notice. For the avoidance of doubt, please note that all prices quoted on any of IPSL’s forms or literature excludes VAT unless otherwise stated.

## PAYMENT & CREDIT TERMS

If you have a “Cash” account with us, payment/cleared funds in our bank account are required in advance of any goods being sent out.

If you have a “Credit” account with us, payment/cleared funds in our bank account are required within our set terms. Payments can be made by:

- 1) sending a cheque in the post to us (please note that it may take 5 working days from receipt of cheque for it to clear in our account and be allocated to your account with us). If paying by cheque, please make it payable to “**IPS Retail**”. Please write your Account Number and all the Invoice Numbers you are paying on the back of the cheque.
- 2) by debit/credit card over the phone by calling on **01923 639800**. Please have your Account Number and all the Invoice Numbers you are paying to hand when calling.
- 3) by remitting funds directly into our bank account. Please ensure to remit funds to the following Account details:

<u>Bank Name</u>	<u>Sort Code</u>	<u>Account Name</u>	<u>Account Number</u>
NatWest	60-20-24	IPS Retail	38517809

Please put your Account Number and the first Invoice Number (if paying off multiple invoices) as a reference. If choosing to pay by this method, please note that it is your responsibility to ensure that we can see cleared funds in our bank account by the relevant due date. You must also ensure that enough time is allowed for funds to leave your bank account and reach our bank account as money transfer times may vary depending on your own particular bank and its facilities.

You should not send cash. We do not offer a Cash-on-Delivery Service.

In the event that invoices are not paid within agreed and set credit terms, we reserve the right to:

- 1) charge statutory interest on a daily basis on all such invoice amounts at a rate of 8% above the current UK monthly Bank Rate until such time that the relevant invoices have been settled and

2) take legal action to recover the total debt on your account plus all legal expenses incurred including claiming compensation for any costs that may be incurred in the recovery of the debt.

We also reserve the right to remove credit terms offered at any time for whatever reason. If credit terms have been removed, you may still place an order, but goods will only be despatched after payment has been received as highlighted above.

You shall not under any circumstances be entitled to withhold payment under any invoice or set off any amount due under any invoice against an amount alleged to be owed by us to you for whatever reason. You shall be deemed to have accepted an invoice and the corresponding amount due as issued by us unless you have notified us that you have a query and do not accept the amount due within 7 days of the date that the invoice was issued to you. If at any time, we deem on reasonable grounds that you are becoming or have become unable to pay your debts as they fall due, we reserve the right to demand immediate repayment of any amounts that may be owed whether due or not at that time.

If you have not used your account for a period of 12 months, all credit terms will automatically be removed. You will then be required to make a payment in advance for your first two orders before your credit terms can be reinstated.

## STOCK AVAILABILITY & PRICING

We try to ensure that we have adequate stock levels of all our goods at all times. However, in the event that something is out of stock when placing your order, we will advise you accordingly and give you an estimated delivery date. As a general policy, if we are out of stock of an item that you require, we will not put it on back order. Instead, we will give you an estimated delivery date and once in stock, we will contact you to see if you wish to proceed with ordering the item on a new order.

We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to us from our suppliers which is due to any factor beyond our control, including but without limitation, any increases in costs due to market fluctuations, any change in delivery dates, quantities or specifications for the Goods which have been requested by you.

## DELIVERY

Normal delivery is free to all account holders (subject to minimum order values excVAT as set by us at that time and your delivery location) and is within 4 working days of order subject to there being no external factors affecting any part of the UK's transport system. External factors include but are not limited to acts of terrorism, adverse weather conditions, large scale traffic/ accident related delays, adverse economic environments.

Normal delivery will be made to the business/invoice address shown on the Account Application Form. If you would like to add a different delivery address, please contact us. Please note, we will not send an order to a different delivery address unless the address has been clearly notified to us by post or by email.

If an order does not meet the minimum order value applicable at that time, an additional charge for delivery of at least £7.50+VAT will be applied (depending on your delivery location). Please note that if an order has been paid for by debit/credit card, we reserve the right to only make the delivery to the address where the card is registered.

We shall be entitled to supply the goods in instalments and failure by us to deliver any one or more of the instalments in accordance with these conditions (or any claim by you in respect of any one or more instalments) shall not entitle you to cancel the order placed with us.

Unattended deliveries, where requested by you, will be at your own risk. Any proof of delivery provided by us or the courier companies who are delivering goods on our behalf, shall be proof that the delivery has been made.

We reserve the right to charge you extra costs for deliveries for whatever reason. Examples of such charges include but are not limited to deliveries outside the mainland of Great Britain, orders requiring same day delivery, congestion or other motor-related charges, if you require any emergency deliveries, if you request any additional services such as an out of normal business hours delivery. Please note that normal business hours for delivery are defined as Monday to Friday 8.00am to 6.00pm.

Please note we will not deliver to any third parties.

All our goods leave our premises intact and in good condition. If it is obvious when you receive your goods that they have been damaged in transit (for example, opened or wet), we require you to reject the delivery in its entirety and take photos as evidence for us to take up with our appointed couriers. Please do not sign for the goods unless you are happy to accept the delivery as is. Accepting the delivery means that you have accepted the condition in which they have been sent.

Please also note that couriers are only required to deliver to the door of your premises for Health & Safety reasons. You are responsible to then take the goods into your premises.

## SUPPLY OF PRODUCT, DAMAGES, UNDERSUPPLY & OVERSUPPLY

If we are Out of Stock of any item when your order is placed and we require to procure additional stock from our supplier, in the event that the supplier does not supply us the required stock, we shall have the right to cancel the order with yourself without incurring any liability for any loss or damage whatsoever resulting therefrom.

For any goods received damaged, a full refund, credit or exchange will be given provided you notify us in writing within 3 days of receipt of goods. Please note we will require evidence of the damage. On agreement to your complaint of damaged goods, we will ask you to send them back to us and we will credit you for the postage costs through "Points" on our loyalty scheme.

If your goods are delivered not in a saleable condition (please note that damage to outer packaging does not necessarily mean that the goods inside are not saleable).

In the unlikely event that the quantity of the goods delivered is less than that agreed, you must notify us within 3 days of receipt of delivery. You shall not be entitled to reject the delivery and we will investigate and resolve the situation as appropriate. We reserve the right to make good the deficiency by way of a further delivery of the shortfall of goods, or at our option, issue a refund by way of a credit note of the appropriate part of the purchase price.

If the quantity of goods delivered is more than you have ordered, you shall not be entitled to reject the delivery. In this event, you must notify us within 3 days of receipt of delivery. If agreed, we will then collect such excess goods from you at the address where your goods were originally delivered. If you do not notify us within the agreed timeframe or allow us to collect the goods as agreed and within 7 days of your original notification, we will be entitled to invoice you for the over-delivered goods and you will be obliged to pay the invoice for such as if an additional order had been placed and an invoice raised in accordance with these Terms & Conditions.

## RETURNS & CREDITS

Should you wish to return any goods ordered, you may do so by notifying us within 7 days of receipt of your original order and then sending the goods back to us within 14 days of receipt of your original order. We will then offer you an exchange or a credit on your account for the returned goods. However, returning the goods back to us will be entirely at your expense. Please note that an exchange or a credit will only be given if the goods are received back in a completely re-saleable condition. Any credit notes to be issued will only be issued once we have received the goods back and acknowledged such in writing.

## RETENTION OF TITLE & DEFAULT

Risk in the goods shall pass from us to you at the moment when goods are delivered to the address at which it was agreed delivery would be made or at the moment when the goods are passed directly to you or your representatives. Where goods are returned by you, they shall remain entirely at your risk until received back by us at our premises and such receipt is acknowledged by us.

# TERMS & CONDITIONS OF SALE FOR IPS RETAIL ref: IPSTCS112020

Title to goods supplied shall not pass from us to you unless and until all sums due from you to us on whatever grounds have been paid in full. Where title to goods has not passed to you, you must

- 1) hold the goods on a fiduciary basis as our bailee
- 2) store the goods (at no cost to us) separately from all other goods and in such a way as to enable them to be identified as our property
- 3) keep the goods fully insured to their full market value

Where title to goods has not passed to you, we reserve the right to recover any goods supplied to you and for this purpose you grant us and our agents and employees an irrevocable right and licence to enter any premises where our goods maybe stored with or without vehicles during normal business hours. You may resell the goods with the condition that any sale shall be effected in the ordinary course of your business and you shall hold such part of the proceeds of sale as represents the amount owed by you to us in a fiduciary capacity on our behalf until payment has been received by us in full.

Your rights to possession of goods supplied shall terminate immediately if you have not paid all amounts due to us on any account whatsoever or if you are declared bankrupt or make any proposal to your creditors for composition or other voluntary arrangements with your creditors or do or fail to do anything which would entitle a petition for winding up or bankruptcy order to be presented.

## ASSIGNMENT

You may not assign, transfer, sub-contract or otherwise part with any right or obligation under this agreement without our express prior written consent.

## COMPLAINTS

If you have any complaints about any of our goods or services, please put these in writing by email, post or fax and we will then contact you to discuss and resolve your complaint.

## LIMITATION OF LIABILITY

We warrant that any goods supplied will be of satisfactory quality and fit for the purpose for which they were supplied. Except as expressly provided in this Agreement we exclude all representations, warranties, conditions and other terms implied by statute, common law, or otherwise to the fullest extent permitted by law. We will endeavour to pass on to you the benefit of any guarantees or indemnities given to us by our own suppliers.

Nothing in these conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective goods under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

We shall under no circumstances whatsoever be liable to you as our Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for losses sustained in the ordinary course of business, loss of profit, loss of business, depletion of goodwill, loss of business opportunity, loss of revenue, loss of contracts, loss of the use of money, loss of operation time, management or staff time or any indirect, special or consequential loss whatsoever.

Our total liability to you in respect of all other losses arising under or in connection with the supply of goods from us to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the goods on the relevant/applicable order and invoice.

## OTHER SERVICES & BENEFITS

IPSL may offer other services and benefits to you over the course of its business (such as IPSL's own Loyalty Scheme) which will have their own Terms & Conditions of use. These will automatically be deemed to be constituent part of these Terms & Conditions of Sale. By taking advantage of these benefits, you are agreeing to be bound by the relevant combined Terms & Conditions in their entirety.

## BATTERY RECYCLING

We comply with our obligations under the Battery Directive 2006 as implemented in the UK. We offer a take-back scheme for all portable waste batteries where end-users (your customers) may return their waste batteries to our premises in person, but not by post. As a responsibility of yours, you should inform your customers that they can find their local waste portable battery recycling facility at [www.recyclenow.com](http://www.recyclenow.com). Most supermarkets and shops that sell batteries will have collection bins for used batteries, and some town halls, libraries or schools may also set up collection points. We shall accept no liability whatsoever for your non-compliance with any legislation relating to the Battery Directive.

## INTELLECTUAL PROPERTY

You shall not, without our prior written consent, use the Trade Marks or any of our logos except as expressly permitted by us apart from specifically for the resale of our goods to your customers through your agreed retail channel. You shall not alter or make any addition to the labelling or packaging of our goods displaying the Trade Marks. You shall not alter, deface or remove any reference to the Trade Marks, any reference to us or any other name displayed on the goods, their packaging or labelling.

## THIRD PARTY RIGHTS

A person who is not a party to this agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where the Contract expressly provides that such a person is entitled to enforce any of its terms under that Act.

## FORCE MAJEURE

We shall have the right to cancel, or to reduce the volume of any goods delivered, or to delay delivery if we or any of our agents are prevented from or hindered in delivery of the Goods through any circumstance beyond our/their control (affecting any relevant party) including (but not limited to) industrial action, war, fire, prohibition or enactment of any kind, lockout or trade dispute, without incurring any liability for any loss or damage whatsoever resulting therefrom.

## WAIVER

The failure of either party to enforce or to exercise at any time or for any period of time, any term of or any right arising pursuant to these Conditions does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it. Any express waiver of any breach of these Conditions shall not be deemed to be a waiver of any subsequent breach.

## SEVERABILITY

The invalidity or unenforceability of any term of, or any right arising pursuant to, the supply of goods/this agreement shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

## GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Both parties (you and us) irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).