

Personal Credit Account Application Form Terms & Conditions of Sale

Instructions:

Before completing the Credit Account Application Form, please read the attached Terms and Conditions of Sale, in addition please read the notes under customer identification.

Before returning the original application form to us, please keep a copy of the application form with the Terms & Conditions of Sale.

If you require any assistance in completing this form, please contact customer services on telephone no. :- 0141-946 0048, or email :- customer.services@slidesdirect.com

This form uses the electronic form features of Adobe Acrobat v4 and above, if you 'CANNOT SEE' the form fields on the credit form that follows, you may not be using Acrobat Reader 4.0 or above, this is available at www.SlidesDirect.com/4rsrc.htm.

You may however just as easily print the form and fill it in with your biro!

[Click here to open your browser and download Acrobat Reader v4](#)



SlidesDirect.com

SlidesDirect.com™ is a service provided by Purplepoint Ltd., Company Registered in Scotland No.: SC207150

Dear Customer

SlidesDirect's activities are founded on being your Complete Digital Presentations Solution Provider!

We at SlidesDirect.com are serious about total customer satisfaction. And as a customer, we want you for keeps! Our business is to support your business, and your satisfaction is our number one priority. We listen to your requirements carefully and are always interested in your ideas. We're pleased to offer you this guarantee with your application for credit account facilities.

Lowest

You won't find lower prices anywhere, for any other similar quality product!

Fastest

We will process and despatch your order within 24 hours of receiving it, often the very same day (Weekend orders are despatched on Monday). We commit to supporting your objectives and time-scale with one standard service level and price that others aim to meet.

Easiest

Order by mail, fax or on the web, or we can just as easily confirm your order by phone.

We are an independent company, and are not tied to any manufacturer, we guarantee to provide the highest service levels to you by investing in the best equipment available and utilising secure transport networks that deliver our services to your door.

On receipt, we will process your completed application immediately.

We look forward to your custom,

Customer Services

Telephone: 0141-946 0048

Fax: 0141-946 0585

Email: customer.services@slidesdirect.com



SlidesDirect.com

PERSONAL CREDIT ACCOUNT APPLICATION FORM - For Private Individuals (UK RESIDENTS ONLY)

Please complete this form and return it with the requested documents.

IMPORTANT: BEFORE COMPLETING THIS FORM PLEASE READ THE ATTACHED CREDIT ACCOUNT TERMS AND CONDITIONS, IN ADDITION PLEASE READ THE NOTES UNDER CUSTOMER IDENTIFICATION BELOW. PLEASE COMPLETE THIS FORM AND THEN READ AND SIGN THE AGREEMENT. IF YOU REQUIRE ANY ASSISTANCE IN COMPLETING THIS FORM, PLEASE CONTACT CUSTOMER SERVICES ON - 0141-946 0048.

SlidesDirect.com™ is a service provided by Purplepoint Ltd., Company Registered in Scotland No.: SC207150
Registered Office: Purplepoint Ltd., Unit 3-2, 150 Wilton Street, Glasgow, G20 6DG. Telephone: 0141-946 0048 Fax: 0141-946 0585



ACCOUNT INFORMATION: PERSONAL CREDIT ACCOUNT

ESTIMATED MONTHLY CREDIT REQUIRED: £ _____

NAME: (PLEASE PRINT) Surname _____

First name and any initials _____

Date of Birth (dd/mm/yy) _____

Mr/Mrs/Miss/Ms/Dr _____

ADDRESS: Please note that we are unable to accept c/o Addresses and PO. Box Numbers.

CURRENT ADDRESS: (If less than 3 years, please supply your PREVIOUS ADDRESS)

PREVIOUS ADDRESS:

1. _____

2. _____

_____ Postcode _____

_____ Postcode _____

How long have you lived at this address? _____ years.

How long were you at this address? _____ years.

Tel No. (Day): _____

Tel No. (Evening): _____

Email: _____

CUSTOMER IDENTIFICATION If you are an existing CREDIT ACCOUNT customer of Purplepoint Ltd. you will not be required to supply any identification. In all other cases the following identification will be required to prove who you are. To open an account you MUST supply one of the forms of identification listed below. ORIGINALS MUST BE PRODUCED AND WILL BE RETURNED TO YOU DIRECTLY.

ACCOUNT HOLDER VERIFICATION:

Existing customer (If you are an existing Purplepoint Ltd. customer, please tick the box, there is no need to provide further proof of ID)

Verification of identify/address: (Please tick the box below beside the item you have sent, ONLY 1 item is required)

Last quarter's utilities bill (eg. gas, electricity, telephone)

Council Tax bill

DECLARATIONS AND AGREEMENT:

(a) I confirm that I have read the marketing literature relating to the account I am opening and that I have received, read and understood the CREDIT ACCOUNT Terms and Conditions of Sale enclosed with this form. I agree to be bound by them and any subsequent Terms and Conditions and Rules for the time being in force, and that all goods and services purchased from Purplepoint Ltd. will be purchased under those terms and conditions. I specifically agree that settlement will be made within 21 days from the date of the invoice, and note that title of goods and services remain with Purplepoint Ltd. until paid for in full.

(b) I agree that this account (including all the provisions in this form) and all dealings on it will be subject to Scottish law. If any provision is for any reason unenforceable, this will not affect the enforceability of any other provision.

(c) I authorise and consent to the information contained in this form being used for the processing of my application, to take up necessary credit references, and, for ongoing account maintenance.

(d) I confirm that information on undisputed personal debts which are in default and where no satisfactory proposals for repayment have been received by Purplepoint Ltd. following formal demand, may be passed to a Credit Reference Agency.

(e) I consent to Purplepoint Ltd. using the information contained in this form and analysing the operation of my account for marketing purposes to allow it to provide details of products or services it may believe to be of interest to me. I understand that I can request not to receive any details about the Company's products and services by writing to the Data Manager, Purplepoint Ltd., Unit 3-2, 150 Wilton Street, Glasgow, G20 6DG, or by ticking this box.

(f) For the purposes of the Data Protection Act 1998 Purplepoint Ltd. is the Data Controller responsible for the processing of my personal data. I understand that I may request in writing, upon payment of a fee, a copy of the details held about me by Purplepoint Ltd.

Usual signature - (The signature of the account holder is required).

Signature _____ Date _____

Checklist:

- Have you read this document and the attached Terms and Conditions of Sale.
- Have you provided all information requested, and enclosed proof of identification.
- Have you signed and dated the document above.

Please keep a copy of this document and the attached Terms and Conditions for your own records.

Please return this form by post to: **PURPLEPOINT LTD, UNIT 3-2, 150 WILTON STREET, GLASGOW. G20 6DG.**

FOR OFFICE USE ONLY (must be completed in BLACK):

Terms and Conditions have been supplied

Input by: _____ Date: _____ Checked by: _____ Amended by: _____ Account No: _____ Customer ID No: _____





Purplepoint Ltd. - TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"The Company" shall mean Purplepoint Ltd. whether acting itself, its subsidiaries, its agents or contractors.

"The Buyer" shall mean the party with whom the Company contracts and/or where the Buyer contracts as agent or Factor shall include the Principle of such Buyer.

"The Goods" shall mean the article or thing or any of them described in the Contracts for sale between the Company and the Buyer including any ancillary services therewith.

2. GENERAL

These conditions shall be deemed to be incorporated in all contracts of the Company to sell goods and in the case of any inconsistency with any letter or quotation incorporating or referring to these conditions or any order letter or form of contract sent by the Buyer to the company or any other communication between the Buyer and the Company whatever may be their respective dates, the provisions of these conditions shall prevail unless expressly varied in writing and signed by an authorised officer on behalf of the Company. Any concession made or latitude allowed by the Company to the Buyer shall not affect the strict rights of the Company under the Contract. If in any particular case any of these conditions shall be held to be invalid or shall not apply to the contract the other conditions shall continue in full force and effect.

3. REPRESENTATIONS

(a) No statement description information warranty condition or recommendation contained in any catalogue, price list, advertisement or communication, or made verbally by any of the agents or employees of the Company, shall be construed to enlarge vary or override in any way of these conditions.

(b) The Company's catalogues, brochures, leaflets or correspondence are not binding, as reasonable variations may be made without notice and such Goods as varied shall be accepted as complying with the Contract.

4. PRICES

The price payable for Goods shall unless otherwise stated by the Company in writing and agreed on its behalf be the list price of the Company current at the date of acceptance of the Buyer's order. All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate. If special instructions from the Buyer shall cause increased cost, the Buyer shall pay for this.

5. TERMS OF PAYMENT

(a) Invoices are payable within 21 days of invoice date.

(b) The price of the Goods shall be done in full to the Company and the Buyer shall not be entitled to exercise any set off lien or any other similar right or claim.

(c) The time of payment shall be of the essence of the Contract.

(d) Without prejudice to any other rights it may have, the Company is entitled to charge interest at 4% above the then current base rate of The Royal Bank of Scotland Plc on any overdue payment.

(e) If the Goods are delivered in instalments, the Company shall be entitled to invoice each instalment when delivery thereof is made and payment shall be in respect of each instalment notwithstanding non-delivery of other instalments.

6. DELIVERY

(a) Any period stated for delivery shall be calculated from the time of the receipt by the Company of the order or from the receipt of all necessary information to enable the Company to manufacture the Goods and the Buyer shall take delivery of the Goods within the period.

(b) All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of any contract nor shall the Company be under any liability for delay whether or not beyond the Company's reasonable control. The Company's liability shall be limited to the value of the Goods supplied under the Contract.

(c) Where the Goods are sold F.O.B. the responsibility of the Company shall cease immediately the Goods are placed on board ship and the Company shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

(d) No liability for non-delivery, partial loss or damage to the Goods occurring prior to delivery, or for any claim that the Goods are not in accordance with the Contract will attach to the Company, unless claims to that effect are notified in writing by the Buyer to the Company within 48 hours from delivery, or 14 days from delivery of the invoice where non-delivery is claimed. If no such notice is received the Goods must be paid for.

(e) In the event of a valid claim for non-delivery, partial loss damage or non-compliance with the Contract, the Company undertakes at its option either to reprocess or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery partial loss damage or non-compliance.

(f) If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Company may at its sole discretion without prejudice to its other rights store the Goods at the risk of the Buyer but need take no steps to insure them and shall not be liable for any loss during such storage.

(g) The Company shall have the right to make delivery by instalments of such quantities and at such intervals as it may decide.

(h) Goods supplied in accordance with the Contract cannot be returned without the written permission of the Company.

7. PASSING OF TITLE AND RISK

(a) The ownership of and property in the Goods shall remain with the Company until payment in full for all the Goods has been received by the Company. If all or any part of such payment is overdue or if the Buyer is or becomes insolvent or a receiver is appointed, the Company may without prejudice to any other rights, recover and/or repossess the Goods or any of them and for the purpose of such recover of possession, the Company may enter upon any premises where the Goods are or are thought to be, to specification shall not constitute a sale by description. The Company reserves the right to amend the specification or any of the Goods as necessary.

(b) Any conditions or warranties (whether express or implied by statute, common law, or arising from conduct or a previous course of dealing or trade customer or usage) as to the quality of fitness of the Goods for any particular purpose even if that purpose is made known expressly or by implication to the Company are hereby expressly negated.

(c) Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer or results of standard tests upon a sample furnished to the Buyer, it is hereby declared that such sample was so exhibited and inspected or tests solely to enable the Buyer to judge for itself the quality of the bulk and not so as to constitute a sale by sample. The Buyer shall take the Goods at its own risk as to their corresponding with the sample or as to their quality, condition or sufficiency for any purpose.

Cont./-



Cont./-

8. DEFECTIVE GOODS

- (a) Where defective Goods are found to have been supplied and where the Goods were manufactured by the Company then in substitution for all rights which the Buyer would or might have had but for these conditions the Company undertakes at its discretion to credit to the Buyer in full the price paid by the Buyer to the Company or repair or supply free of charge at the place of delivery specified by the Buyer for the original Goods a replacement of the Goods.
- (b) In the case of Goods being defective and which were not of the Company's manufacture, the Company will pass on to the Buyer any benefits obtainable under any warranty given by the Company's suppliers in substitution for all rights which the Buyer might otherwise have.
- (c) In order to exercise its right under this paragraph the Buyer shall inform the Company within seven days of the date when such defect appeared.
- (d) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of fair wear and tear or the acts, omissions, negligence or default of the Buyers its servants or agents or any third party including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods or subjecting the Goods to any manufacturing process.
- (e) Where the Goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.
- (f) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence.

9. CONSEQUENTIAL LOSS

- (a) The Company shall not be liable for any consequential loss or any costs claims or damages or expenses arising out of any tortious act effect recovery or possession and if any other goods are attached to the Goods these may be recovered also or if the Goods have been processed in any way they shall still be recoverable. Further, the Buyer shall have no right to sell any Goods which are the Company's property if the Buyer is insolvent or a receiver or liquidator has been appointed.
- (b) In the event of any part payment having been made or if some of the Goods delivered have been paid for and some not or the Company is for any reason entitled to recover part only of the Goods then any money paid shall be deemed to be for and in respect of any of the Goods which are irrecoverable for whatever reason by the Company and any Goods still in the Buyer's hands shall be deemed not paid for to the extent of such non-payment regardless of the date of delivery or any stated order of payment by the Buyer.
- (c) The risk in the Goods shall pass to the Buyer when the Company delivers the Goods or they are collected from the Company and thereafter the Company shall have no responsibility in respect of the Goods.
- (d) Upon any breach of contract or refusal to take delivery the full contract price shall immediately become due and payable.

10. CONDITIONS AND WARRANTIES

Every description or specification of the Goods is given in good faith based on average results of standard tests but any conditions or warranties express or implied that the Goods shall correspond with such description or specification are hereby express negated and the use of any description or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits income production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis. It shall be the duty of the Buyer to test any Goods appropriately before processing them in any way or passing the same on to any other party.

11. DEFAULT OR INSOLVENCY OF BUYER

If the Buyer shall fail to accept the Goods or any part thereof or shall fail to pay any sum due to the Company at the proper time or make default in or commit any breach of any other obligation or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangements or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a Receiver of the whole or any part of such company's undertakings property or assets shall be appointed, the company in its discretion and without prejudice to any other claim may determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the Contract for the same cause should it so decide) suspend further delivery of Goods until any defaults by the Buyer be remedied.

12. FORCE MAJEURE

- (a) The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.
- (b) The Company accepts no responsibility for losses resulting directly or indirectly from force majeure.

13. VARIATION OR CANCELLATION

Save as provided in Clause 12 and 13 hereof, contracts or orders may not be varied or cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said variation or cancellation.

14. STATUTORY RIGHTS

Nothing herein shall or shall be deemed to deny or remove any statutory right of the Buyer to the extent and in any case where it is prohibited or unlawful to deny such statutory right.

15. HEADINGS

The headings to these Conditions are intended for reference only and shall not affect the construction of these Conditions.

16. PROPER LAW

The Contract shall in all respects be governed by Scottish law and the Company agrees to submit to the exclusive jurisdiction of the Scottish Courts.

17. FOREIGN CURRENCIES

If the Seller shall quote in currencies other than Pounds Sterling, the Seller shall have the right to vary such prices in the event that the exchange rate changes more than 5% between the prices being quoted and the invoice being issued to the Buyer.

