

Heron Press



DESIGN : PRINT : FINISH : MAIL

## Account Opening Form



BRINGING  
**PRINT**  
TO LIFE

# TERMS AND CONDITIONS

1. **DEFINITIONS**

**Acknowledgement of Order** means an acknowledgement of order form in Writing to which these Conditions are attached;  
**Buyer** means the person, firm or company whose order for Goods is accepted by the Seller and shall include any third party who acts with (or the Seller has reasonable grounds for believing acts with) the authority of the Buyer;  
**Buyers Premises** means the address or addresses (whether of the Buyer or a third party) for Delivery set out in the Particulars;  
**Conditions** means the set out in this document and includes the contract otherwise required; includes any special terms agreed in Writing between the Seller and the Buyer;  
**Contract** means any contract between the Buyer and the Seller for the sale and purchase of the Goods incorporating these Conditions and (if relevant) the Credit Terms;  
**Credit Terms** means the credit terms agreed in writing by the Seller  
**Delivery** as defined in Condition 4.3;  
**Goods** means the goods described in an Order (including any instalment of goods) which the Seller is to supply in accordance with these Conditions;  
**Group Company** means any subsidiary or holding company of the Seller and any subsidiary of such holding company from time to time (and the terms Subsidiary and Holding Company shall have meanings given to them by Section 736 and 736A of the Companies Act 1985);  
**Order** means an order by the Buyer for the purchase of such Goods as are specified in the Particulars;  
**Particulars** means the particulars overleaf or if an Order is placed electronically and received by the Sellers e-mail system the particulars therein contained;  
**Price** means the price for the Goods (including carriage, packing and insurance but excluding VAT), set out in the Acknowledgement of Order, or if none, the price listed in the Sellers published price list current at the date of Delivery or deemed Delivery;  
**Seller** means Heron Press UK Partnership of 59 The Avenue, Rubery Industrial Estate, Rubery, Birmingham B45 9AL;  
**Sellers Premises** means the address of the Seller set out in the Particulars;  
**Working Day** means Monday to Friday excluding bank and other public holidays;  
**Writing** includes facsimile transmissions and e-mail or other electronic means of communication and comparable means of communication.
- 1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted, modified or extended at the relevant time.
2. **APPLICATION OF TERMS**
- 2.1 Subject to variations under Condition 2.2, the Contract shall be on these Conditions (which shall supersede any earlier conditions of the Seller) to the exclusion of any other terms and conditions.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyers purchase order, confirmation of order, specification or other document shall form part of the Contract. These Conditions shall not be varied unless any agreement to vary is recorded in Writing and signed by the Seller and the Buyer.
- 2.3 Any quotation given by the Seller shall constitute an invitation to treat (shall be valid for a period of 30 days only from its date provided that the Seller has not previously withdrawn it) and on the basis that no Contract will come into existence until the Seller confirms the Buyers Order pursuant to Condition 2.5.
- 2.4 Any Order for Goods from the Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.
- 2.5 No Order placed by the Buyer will be accepted by the Seller and the Seller shall only be bound by an Order when confirmation by way of an Acknowledgement of Order is sent to the Buyer in which instance the Contract shall be deemed concluded if the Seller sends the Acknowledgement of Order by post, at the time of posting and if the Acknowledgement of Order is given in electronic form at the time of transmission or dispatch by the Seller of the Acknowledgement of Order.
- 2.6 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of an Order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms. The Seller shall not be liable for the consequences of any inaccuracy, will not issue a credit note in respect of an Order and will be entitled to charge the Buyer for the costs it incurs by any variation in an Order.
- 2.7 The quantity, quality and description of and any specification for the Goods shall be those set out in the Acknowledgement of Order.
- 2.8 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with the specifications submitted by the Buyer, the Seller shall indemnify the Seller against all losses, damages, costs, charges and expenses awarded against or incurred by the Seller in connection with or in consequence of the Seller's performance of any such process, including, but not limited to, the cost of any materials, labour, overheads, intellectual property right of any other person which results in the Sellers use of the Buyers specification for the Goods.
- 2.9 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or to make changes to the Goods and if necessary to the Buyers specification which do not materially affect their quality or performance. Any specification or formula provided by the Seller shall remain the property of the Seller and the Buyer shall keep strictly confidential all such information which relates to the specification and shall not disclose the same to any third party.
- 2.10 The Sellers employees and agents are not authorised to make any representations or warranties concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations or warranties which are not confirmed.
- 2.11 Any typographical, clerical or other error or omission in an Acknowledgement of Order, the Particulars, any literature, quotation, price list, acceptance of order, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.12 Any samples supplied by the Buyer to the Seller in connection with an Order shall be delivered at the Buyers sole risk and expense. The Seller accepts no responsibility for the accuracy of drawings, patents or specifications supplied by the Buyer.
- 2.13 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all losses, costs (including the cost of all labour and materials used) damages, charges and expenses incurred by the Seller as a result of such cancellation.
3. **THE GOODS**
- 3.1 All drawings, descriptive matter, specifications and advertising issued by the Seller whether contained in catalogues, brochures or otherwise are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract.
- 3.2 The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Sellers place of business shall be conclusive evidence of the quantity received by the Buyer on Delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 3.3 The Seller will endeavour to produce as close as possible the correct amount of finished articles but due to the nature of the business the Seller reserves the right to under deliver up to 10% of the Order and the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the shortfall. The actual quantity shall be shown on the delivery documents, but if the Buyer notifies the Seller within 5 Working Days of Delivery that it has found a discrepancy between the quantity shown on the delivery documents and the quantity checked by the Buyer a credit for each item delivered short will be given equating to the run on cost of that particular job. If the amount of shortage is more than 10% then the Seller will produce the balance of Goods within a reasonable timescale or agree an additional credit with the Buyer equating to the run on cost of that particular job.
- 3.4 Other than those tests (if any) customarily carried out by the supplier, work on additional tests, inspection or other examination shall be carried out prior to despatch of the Goods except by separate agreement in Writing of the Seller and the Buyer and signed by the Seller and at the Buyers expense. The terms of such test (if any) inspection or examination shall be agreed in Writing prior to the carrying out thereof.
- 3.5 It shall be the responsibility of the Buyer to ensure that the capacity and performance of the Goods are sufficient and suitable for the purpose or purposes intended.
4. **DELIVERY OF THE GOODS**
- 4.1 Any date specified by the Seller for Delivery of the Goods is intended to be an estimate and time for Delivery is not and shall not be made of the essence of the Contract. If no date is so specified, delivery shall be within a reasonable time. The Seller reserves the right to deliver the Goods in advance of the estimated delivery date on giving reasonable notice to the Buyer.
- 4.2 Save as set out in these Conditions the Seller will not be liable for any direct, indirect, consequential or special loss (all which terms include, loss of profits, loss of business, loss of contract, loss of production, business interference, loss of operating time, loss of use, and depletion of goodwill) costs, damages, charges, or expenses caused directly or indirectly by any delay in the Delivery of the Goods (even if caused by the Sellers negligence) nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 120 Working Days from the quoted Delivery date.
- 4.3 Delivery of the Goods shall be made by the Seller delivering the Goods, when ready to the Buyers Premises and receipt by the Seller of a duly signed delivery note shall be conclusive evidence of Delivery. The Seller shall be under no obligation under Section 32(2) of the Sale of Goods Act 1979 (as amended). Unless otherwise agreed in writing, delivery shall take place at a time convenient to the Seller between the hours of 9.00 am and 5.00 pm, Monday to Friday inclusive. The Buyer shall provide any equipment necessary to unload the Goods.
- 4.4 The Seller accepts no liability for loss of or damage to Goods in transit unless the Seller is notified in Writing of the details of the loss or damage within 5 Working Days following Delivery of the Goods or where the loss or damage was not apparent on reasonable inspection within 5 Working Days from the time when the Buyer discovers or ought to have discovered the loss or damage.
- 4.5 The Seller shall not be liable for non-delivery; if the reason is any cause beyond the Sellers reasonable control or is the Buyers fault; and
- 4.5.1 unless written notice is given to the Seller within 5 Working Days of the date when the Goods would be in the ordinary course of events have been received. The Sellers liability for non-delivery shall be limited to the excess (if any), of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered, over the Price.
- 4.6 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 4.7 If the Buyer fails to take Delivery of the Goods or fails to give the Seller adequate Delivery instructions (otherwise than by reason of any cause beyond the Buyers reasonable control or by reason of the Sellers fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual Delivery and charge the Buyer for the reasonable costs (including insurance) of storage or sell the Goods at the best price readily obtainable and account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price.
- 4.8 Where an Order is placed for a particular specification of Goods but with no notification as to an actual quantity and/or date of supply and quantities and dates are notified by the Buyer to the Seller from time to time, each such notification shall, upon acceptance by the Seller give rise to a separate and distinct Contract and the Seller shall be entitled to accept or reject any such notification as it thinks fit.
- 4.9 Where the Contract or any notification under the Contract (including, without limitation, a notification referred to in Condition 4.8) provides for certain quantities and certain quantities tentative to be delivered on firm or tentative dates, the Seller shall be entitled to notify the Buyer that if the tentative indication or indications are not withdrawn or modified by a stated period or periods (determined by the Seller) before any tentative or firm delivery dates the said tentative indication or indications (whether as to quantity and/or dates) shall be deemed to have become firm, whereafter the Buyer shall not be entitled to vary or cancel the relevant indication or indications without the Sellers prior consent in Writing.
5. **TITLE AND RISK**
- 5.1 The title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds, payment in full for all goods delivered to the buyer as per our full terms and conditions.
- 5.2 The Goods are at the risk of the Buyer from the time of Delivery, but subject to Condition 4.4.
- 5.3 Until ownership of the Goods has passed to the Buyer, the Buyer must: Hold the Goods on a fiduciary basis as the Seller's bailee;
- 5.3.1 Store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
- 5.3.2 Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.3.3 Maintain the Goods in the same condition as when they were delivered to the Buyer and be liable to the Seller's behalf for their full value against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller, and
- 5.3.4 hold the proceeds of the insurance referred to in condition 5.3.3 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdraft bank account.
- 5.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:  
5.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and  
5.4.2 any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 5.5 The Buyer's liability for loss of or damage to Goods in transit shall be limited to the extent that the Buyer has by banking or other arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or  
5.5.1 the Buyer suffers or incurs, whether actual or equitable, to be levied on/his/its property or obtained against him/it, or fails to observe/performs any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay his/its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 5.5.2 the Buyer encumbers or in any way charges any of the Goods.
- 5.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 5.7 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them. In the event that the Goods are stored in the premises of a third party the Buyer will use his/its best endeavours to procure entry for the Seller to inspect or recover the Goods pursuant to this Condition.
6. **PAYMENT**
- 6.1 The Seller reserves the right, by giving notice to the Buyer at any time before Delivery, to increase the Price of the Goods to reflect any variation in the rates of freight and/or insurance or any increase in the cost to the Seller which is due to any factor beyond the control of the Seller including, without limitation, increases in the cost of the Goods, of labour, materials or other costs of manufacture; changes in Delivery dates or places, quantities or specifications for the Goods which are requested by the Buyer; or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 6.2 The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
- 6.3 The Seller shall invoice the Buyer for the Price plus VAT on or at any time after Delivery of the Goods or if the Buyer fails to take Delivery of the Goods, the Seller shall be entitled to invoice the Buyer for the Price plus VAT at any time after the Seller has notified the Buyer that the Goods are ready for collection or the Seller has tendered Delivery of the Goods.
- 6.4 All invoices are payable in pounds sterling within the current Credit Terms and this shall not be affected by Delivery not having taken place and title in the Goods not passing to the Buyer. Receipts for payment will only be issued on request. Time for payment shall be of the essence.
- 6.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless it has a valid court order requiring an amount equal to such deduction to be paid.
- 6.6 Until the Seller is satisfied by reasonable inspection within 5 Working Days and confirmed in Writing within 7 Working Days from the time when the Buyer discovers or ought to have discovered the defect or failure, if the Buyer fails to comply with the provisions of this Condition 7.7 the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.
- 6.7 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy, the Seller shall be entitled to:  
6.7.1 cancel any Credit Terms and discount given or otherwise agreed;  
6.7.2 cancel the Contract or suspend any further deliveries to the Buyer;  
6.7.3 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit;  
6.7.4 reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and  
6.7.5 recover any administration charges and costs (including without limitation legal costs) incurred in recovering overdue payments, payments not being honoured at the bank or otherwise on a full indemnity basis.
- 6.8 The Seller shall be entitled at all times to set off any debt or claim of whatever nature which the Seller may have against the Buyer against any sums due from the Seller to the Buyer.
- 6.9 All payments payable to the Seller under the Contract shall become due immediately upon termination of the Contract despite any other provision.
7. **WARRANTY & INDEMNITY**
- 7.1 Save as set out in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.2 The Seller does not exclude liability: for fraudulent misrepresentation or death or personal injury resulting from its negligence or that of its employees;
- 7.2.1 for direct physical damage to or physical loss of the property of the Buyer resulting from the Seller's or its employees negligent acts or omissions provided that the Seller's liability under this sub-condition 7.2.2 shall not exceed in aggregate a sum equal to the total aggregate sums payable by the Buyer to the Seller under the Contract or such other sum as is agreed between the Seller and the Buyer;
- 7.2.2 which cannot be excluded or restricted at all.
- 7.3 Subject to sub-conditions 7.2, 7.3, 7.5-7.8, the Seller will not be liable to the Buyer for any: direct loss, damage or injury; and/or indirect, consequential or special loss, loss of profits, loss of business, loss of contract, loss of production, business interference, loss of operating time or loss of use and depletion of goodwill; whether foreseeable or not to the Buyer or to the Buyer's property or otherwise, whenever or wherever arising whether by reason of any representation or any implied warranty, condition or other term or duty at common law or under statute or under the express terms of the Contract (and whether caused by the negligence of the Seller or otherwise) or otherwise in respect of or in connection with the provision of the Goods.
- 7.4 Subject to sub-conditions 7.2, 7.3, 7.5-7.8, the Seller warrants upon Delivery and for a period of 1 month after Delivery that the Goods will correspond as far as reasonably possible with their specification and will be of satisfactory quality and free from defects in material and workmanship.
- 7.5 In the event that the Seller is held responsible for any defect in the Goods arising from any such warranty or specification supplied by the Seller, the Seller shall be liable to the Buyer for the cost of repair or replacement of the Goods.
- 7.5.1 In respect of any defect arising from fair wear and tear, deterioration, willful damage, negligence, abnormal conditions, failure to follow the Sellers instructions (as to use, storage or otherwise)(whether oral or in writing), misuse or alteration of the Goods without the Sellers approval; and
- 7.5.2 under the above warranty or any other warranty, condition or guarantee if the total Price has not been paid by the due date for payment.
- 7.6 The above warranty does not extend to goods, materials or equipment not manufactured or produced by the Seller in respect of which the Seller will endeavour to transfer to the Buyer the benefit of any such warranty or guarantee as is given to the Seller by the manufacturer or supplier.
- 7.7 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not Delivery is refused by the Buyer) be notified to the Seller within 5 Working Days and confirmed in Writing within 7 Working Days from the date of Delivery or the date of discovery of the defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract. If the Buyer fails to comply with the provisions of this Condition 7.7 the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.
- 7.8 Where any Goods are found to the reason able satisfaction of the Seller to be defective in accordance with these Conditions, the Seller shall, subject to the preceding sub-conditions be entitled to replace the Goods (or the part in question) free of charge or, at the Sellers sole discretion, refund to the Buyer the Price for the Goods (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer.
- 7.9 The Buyer acknowledges and agrees that the allocation of risk contained in these Conditions is reflected in the Price and is also a recognition of the fact that, inter alia, the Seller has no control over the use to which the Buyer or others put the Goods.
8. **ASSIGNMENT**
- 8.1 The Seller may sub-contract the performance of any of its obligations under the Contract to any Group Company but the sub-contracting shall not relieve it of any liability under the Contract.
- 8.2 The Seller and the Buyer shall not assign, delegate or otherwise deal with all or any of their rights and obligations under the Contract provided always that the Seller may assign, novate or otherwise transfer the benefit or the burden of the Contract in whole or in part to any Group Company on giving notice thereto to the Buyer. In such event, the Buyer agrees that it shall co-operate fully with the Seller and any Group Company to execute all necessary documentation between the parties to complete the assignment, novation or transfer. Both the Seller and the Buyer agree that (unless otherwise agreed in Writing) any new Contract arising pursuant to this Condition shall be on the same terms and conditions as these Conditions.
9. **CREDIT**
- 9.1 Any Credit Terms shall be subject to the Seller being satisfied as to the Buyers credit references and without prejudice to the generality of the foregoing, the Seller may (in its absolute discretion), refrain from delivering the Goods until such time as the Buyer has tendered the Price to the Seller together with any outstanding amount which may be due to the Seller on any account whatsoever.
10. **FORCE MAJEURE**
- 10.1 If the performance of the Contract or any obligation under it is prevented, restricted, or interfered with by reason of circumstances beyond the reasonable control of the Seller and it gives prompt notice to the Buyer, the Seller shall be excused from the performance to the extent of the prevention, restriction, or interference, but the Seller shall use its reasonable endeavours to avoid or remove the cause of non-performance and shall continue performance under the Contract with the utmost dispatch whenever the causes are removed or diminished and provided that if the event in question continues for a continuous period in excess of 6 months, the Buyer shall be entitled to give notice in Writing to the Seller to terminate the Contract.
11. **THIRD PARTY CLAIMS**
- 11.1 Subject to the right which may accrue to any successor or permitted assignee, nothing in the Contract shall confer on any third party any benefit or the right to enforce any terms of the Conditions and all third party rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise are hereby excluded to the fullest extent permitted by law.
12. **DISPUTE RESOLUTION**
- 12.1 Each of the Seller and the Buyer shall use their best endeavours to negotiate in good faith and settle amicably any dispute that may arise out of or relate to the Contract. If any such dispute cannot be amicably settled through ordinary negotiations between each of the Sellers and the Buyers representatives within 20 Working Days of the dispute arising (notice of which may be served by either upon the other in Writing), the dispute shall be referred to designated senior representatives of each of the Buyer and the Seller who shall meet in order to attempt to resolve the dispute. If any such meeting fails to result in a settlement within a further period of 20 Working Days, the matter at the election of either the Seller or the Buyer may be referred to an expert to be agreed between the Buyer and the Seller or in default of agreement, at the request of either the Buyer or the Seller, nominated by the President for the time being of the Law Society in England and Wales. Such person shall act as an expert and not an arbitrator and this decision shall be final and binding on the Buyer and the Seller unless either party issues further proceedings within 14 Working Days of the decision of the expert. The Buyer shall be bound to comply with the decision of the Seller unless the Seller agrees to waive the liability for such costs.
- 12.2 Performance of the Contract shall continue during the procedures described in this Condition 12 and during any negotiations, mediation or arbitration proceedings. Neither the Seller nor the Buyer shall take any action to terminate this Contract during such proceedings.
13. **GENERAL**
- 13.1 Each right or remedy that the Buyer and the Buyer has under the Contract is without prejudice to any other right or remedy that may exist.
- 13.2 In the event that any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable or if an indication to that effect is received by either the Buyer or the Seller from any competent authority, the Buyer and the Seller shall amend that provision in such reasonable manner as achieves the intention without illegality.
- 13.3 If the Seller or the Buyer fails or delays to exercise any right or remedy, it shall not operate as a waiver of it; and
- 13.3.1 partially exercises any right or remedy, neither of them shall be precluded from further exercising their right, remedy or other power.
- 13.3.2 Any waiver of a breach of any provision of the Contract shall not be deemed to be a waiver of any subsequent breach or default; and not affect the other terms of the Contract.
- 13.4 In the event the Buyer constructs or uses the Goods in contravention of any statutory or regulatory requirements or for purposes excluded or restricted by any statutory or regulatory requirements.
- 13.5 The Contract shall be governed by and construed in all respects in accordance with English law. In relation to any legal action or proceedings to enforce the Contract or arising out of or in connection with the Contract, the Buyer and the Seller, subject to Condition 12, irrevocably submit to the jurisdiction of the English courts and waive any objection to proceedings in the courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.
14. **NOTICES**
- 14.1 Any notice to be given under the Contract may be delivered personally;  
14.1.1 sent by post to registered address; or by electronic mail.
- 14.2 The address for service of the Buyer and Seller is their registered offices (if the Buyer is a company) or (in any other case) to any address of the Buyer set out in the Particulars or such other address as shall be notified to the Seller by the Buyer.
- 14.3 A notice shall be deemed served and follows its registered address, at the time of delivery;  
14.3.1 if posted, within 48 hours of posting or in the case of airmail seven days after the envelope was delivered into the custody of the postal authorities.

## ACCOUNT OPENING FORM

\*\*\*Please complete and return to us along with a company letterhead\*\*\*

Trading Company Name:	Years of Trading:
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Credit Required: £	No. of Employees:	Approx Annual Turnover: £
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Trading Address:
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Tel No.:	Email:
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Do you require a Purchase Order No. on your invoice? <input type="checkbox"/> Yes <input type="checkbox"/> No
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### TYPE OF BUSINESS

<input type="checkbox"/> Limited Company	<input type="checkbox"/> PLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader
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#### IF A LTD OR PLC COMPANY:

Registered Office Address:
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Registration No:
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#### IF A SOLE TRADER:

Name:
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Private Address:
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#### IF A PARTNERSHIP: (Please give names and addresses of all partners, continue on separate sheet if required)

(1) Name / Private Address:
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Tel No.:	How many years at this address: (yrs)
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(2) Name / Private Address:
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Tel No.:	How many years at this address: (yrs)
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## CONNECTION WITH OTHER COMPANIES

State any associated companies:

Have the Directors/Proprietors had any previous dealings with Heron Press UK? (Please provide details)

## DATA PROTECTION ACT

We may make a search with a credit reference agency, of which we will keep a record and may share with other businesses. We may also make enquiries about the Principal Directors with a credit reference agency. We will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit.

## DECLARATION

I give my authorisation to carry out any relevant credit searches to enable us to proceed with this application. I understand that regular checks will be made to ensure credit worthiness is maintained using this information supplied. Any changes in circumstances may affect our terms of trading. Any change in our terms of trading will be notified to you in writing.

Signed: .....

Name (In Caps):.....

Position held:.....

Date: .....

## OFFICE USE ONLY

Credit limit approved: £.....

Terms of Payment given: .....  
(As per our Terms & Conditions attached)

.....  
Signed on behalf of Heron Press UK  
Credit Control

Date: .....



**Head Office:** 59, The Avenue, Rubery Industrial Estate, Rubery, Birmingham B45 9AL T: 0121 457 4810 F: 0121 457 4812

**Worcestershire Sales Office:** 12 Canalside Office Complex, Lowesmoor Wharf, Worcester WR1 2RR T: 01905 788 997

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