



PRESTIGE LEISURE UK

CUSTOMER APPLICATION FORM

Prestige Leisure UK Ltd 36 Firth Road, Houstoun Industrial Estate, Livingston, EH54 5DJ
Tel: 01506 443070 | **Fax:** 01506 443620 | **Email:** creditcontrol@prestigeleisure.com | www.prestigeleisure.com

Fields marked with a red asterisk(*) are mandatory. Please complete this form using **BLOCK CAPITALS** and **BLACK INK** only.

COMPANY DETAILS	
Legal Title:*	Trading Name:*
Address (including Postcode):*	
Telephone:*	Fax:
Email:*	Mobile:
Type of Business:*	Number of Years in Business:
<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company	
Company Registration Number:*	VAT Number:*
Registered Office Address:	
Date of Incorporation:	Nature of Business:

SOLE TRADERS OR PARTNERSHIP: (PLEASE GIVE PRIVATE ADDRESSES OF PROPRIETOR/PARTNERS)			
Name:*	DOB:*	Name:*	DOB:*
Address (including Postcode):*		Address (including Postcode):*	
Number of Years at Address:*		Number of Years at Address:*	

NAME OF DIRECTORS:			
Name:*	DOB:*	Name:*	DOB:*
Address (including Postcode):*		Address (including Postcode):*	

TYPE OF ACCOUNT

Credit Account Pro-forma Account

Credit Limit Required:

£

TRADE REFERENCES

1. Name:

Address (including Postcode):

Telephone:

Fax:

2. Name

Address (including Postcode):

Telephone:

Fax:

3. Name

Address (including Postcode):

Telephone:

Fax:

BANK DETAILS

Name:

Telephone:

Address (including Postcode):

Sort Code:

Account Number:

Privacy Policy

Data relating to you as an individual or to individuals within your organisation may be processed by us for the purpose of carrying out our business. We will only use the personal information you provide to us in accordance with our Privacy Policy.

A copy of our Privacy Policy is available on our website at <http://www.prestigeleisure.com/privacypolicy.asp>. You can also request a copy by emailing us at info@prestigeleisure.com or writing to us at Prestige Leisure UK Limited, 36 Firth Road, Houstoun Industrial Estate, Livingston, EH54 5DJ.

Please tick here if you do not wish to receive further information from us about similar products and services

I have read and agreed to the Terms and Conditions of Trading appearing overleaf.

Signature:

Date:

Print Name:

Sole Proprietor / Partner / Director (delete as appropriate)

Please read these terms and conditions carefully. They contain important information about your rights and obligations.

1. Introduction

- 1.1 Please read these terms and conditions carefully before placing an order for goods or services with Prestige Leisure UK Limited, having its registered office at Ground Floor, Foframe House, 35-37 Brent Street, London NW4 2EF and its principal trading address at 36 Firth Road Houstoun Industrial Estate Livingston West Lothian EH54 5DJ ('Prestige Leisure', 'our', 'we' or 'us' (Company Number: 02698261 and VAT number: 5793558 82).
- 1.2 In particular, we draw your attention to clause 7 (Liability). By placing an order for goods or services, you agree to be legally bound by these terms and conditions, as modified and posted on our website from time to time.
- 1.3 If you do not wish to be bound by these terms and conditions then you may not order goods or services from us.

2. Nature of our products and services

Please note that our products (the 'Products'), templates and other materials for the creation of bespoke marketing materials for you to market the Products to your customers (the "Marketing Materials") and services are intended for business users only. You may not place an order for goods or services with us unless you are acting in the course of a business and have legal capacity and authority to contract with us.

3. Buying Products from us

- 3.1 Delivery times or dates quoted on our website or elsewhere are estimates only. Prestige Leisure will make reasonable efforts to deliver goods within the estimated time, but does not accept liability for any failure to deliver within that time. If we fail to deliver goods within a reasonable time after the estimated delivery time, you may cancel the order by informing us in writing. However, you may not cancel the order if we have notified you that the goods have been dispatched to you. Whether or not you accept delivery of the goods after the estimated delivery time, you agree to hold us harmless for the delay (including indirect or consequential loss).
- 3.2 We may deliver goods in instalments. We may decline to deliver goods (without liability) if we believe delivery would be unsafe, unlawful or unreasonably difficult. We may deliver in quantities of 5 percent more or less than the quantity ordered and invoice you for the quantity actually delivered. You shall not be entitled to reject the whole consignment (or to refuse to pay for it) if there is a 5 percent variation in the quantity you ordered.
- 3.3 The price of any Product is the price in force at the date and time of your order, unless otherwise agreed in writing. We may change the price of any Product before the date and time of delivery, in order to reflect any increase in the costs to us of supplying the Product. The prices are exclusive of delivery costs and applicable taxes. Rates of tax and duties on the goods will be those applying at the time of delivery.
- 3.4 Save for the circumstances described in clauses 3.1, you may not cancel an order without our written consent.
- 3.5 You must pay for the goods in cleared funds on or prior to delivery unless you have a credit account with us. If you do have a credit account, payment is due no later than 30 days after the date of our invoice or such earlier or later date of payment as the invoice specifies. If you fail to make any payment by the due date for payment (or fail to honour any other contractual obligations, or appear to be insolvent) we may suspend or cancel deliveries and cancel any discount previously offered to you. We also reserve the right to charge interest at the rate set under section 6 of the Late Payment of Commercial Debts (Interest) Act 1988 accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment, and compounding quarterly.
- 3.5.1 You shall pay all amounts due in full without any deduction or withholding and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may retain goods belonging to you until you pay all amounts due.
- 3.5.2 You shall indemnify us in full and hold us harmless from all expenses and liabilities which we may incur (directly or indirectly and including finance costs, legal costs and the costs of instructing a debt collection agency to recover a debt due us) following breach by you of any of your obligations to us.
- 3.5.3 If you have a credit account with us, we may withdraw it or reduce your credit limit or bring forward the due date for payment. We may take any of these actions at any time and without prior notice.
- 3.6 Prestige Leisure is entitled to refuse any order placed by you. If your order is accepted, we will confirm acceptance to you by online electronic means ('Confirmation') to the email address you have given us on registration.
- 3.7 You undertake and warrant that all details you provide to us (the "Specification") for the purpose of ordering, manufacturing and purchasing goods or services which may be offered by us will be accurate; that goods prepared by us in accordance with the Specification will be fit for the purpose for which you intend to use them; and that the Specification will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation. We reserve the right to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and to make any minor modifications (without notice) to your Specification which we consider necessary or desirable. In addition, you undertake and warrant that any electronic cash which you use is your own, and that there are sufficient funds or credit facilities to cover the cost of any goods or services ordered by you. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.
- 3.8 Any goods delivered to you by us shall remain our property until we have received payment in full (in cash or cleared funds) for the goods and any other goods or services that we have supplied to you. You must store the goods so that they are clearly identifiable as our property. You must insure the goods against the risks for which a prudent owner would insure them and hold the policy in trust for us. You must allow us to inspect and/or remove the goods at any time.
- 3.8.1 You may use the goods and sell them in the ordinary course of your business unless we revoke that right or you become insolvent. If you become insolvent you must inform us immediately and allow us to remove the goods.
- 3.9 Goods are at your risk from the time of delivery. Delivery takes place either (a) at our premises (if you are collecting them or arranging carriage) or (b) at your premises or the delivery address specified by you (if we are arranging carriage). You must inspect the goods on delivery. If the goods are damaged or not delivered, you must inform us in writing within seven days of delivery or (in the case of goods not delivered) the expected date of delivery. You must give us (and any carrier) a fair chance to inspect the damaged goods.

4. Returns

- 4.1 Due to the high cost of administration samples are non-returnable.
- 4.2 Printed or embroidered garments will not be accepted back under any circumstances.
- 4.3 If you wish to return goods which you consider defective in material or workmanship, you must inform us in writing within 7 days of delivery (and allow us to inspect the goods if we ask). If we find the goods are defective in material or workmanship we will (at our option) replace the goods or refund the price paid. Only faulty garments that have NOT been worn or processed will be credited in full. Returned goods must be as fit for sale on their return as they were on delivery and must be returned in their original packaging. We reserve the right to refuse to accept return of goods which we in our absolute and uncontrolled discretion deem unsuitable for resale. Goods delivered more than three months earlier will not be accepted for return.
- 4.4 Please contact Customer Services for a Goods Returns Form which must be completed in full to authorise any goods to be returned. You will be issued with a Returns Authorisation Number THAT MUST BE CLEARLY MARKED ON THE OUTER PACKAGING OF THE PARCEL(S) **GOODS WILL NOT BE ACCEPTED AND RETURNED TO SENDER IF THIS PROCESS IS NOT ADHERED TO.**
- 4.5 If goods have been incorrectly sent please contact Customer Services to obtain a Goods Returns Form and arrange collection.

- of any third party.
- 10.2 We may alter these terms and conditions from time to time and post the new version on our website, following which all purchases of goods or services from us will be governed by that version. You must check the terms and conditions on the website regularly.
- 10.3 These terms and conditions together with the website policy, any order form and payment method instructions, if any, are the whole agreement between you and Prestige Leisure UK Ltd. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by Prestige Leisure or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms and conditions, privacy policy, order form and payment method instructions.
- 10.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.
- 10.5 If you are more than one person, each of you is jointly and severally liable under these terms.
- 10.6 Except in respect of a payment obligation, neither you nor Prestige Leisure will be held liable for any failure to perform any obligation to the other due to causes beyond your or Prestige Leisure's respective reasonable control. Examples of those causes include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
- 10.7 Failure or delay by either party in enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.
- 10.8 These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.9 In the event of any conflict between these terms and the terms of any distribution agreement entered into by Prestige Leisure and any party forming a contract with Prestige Leisure through our website or by placing telephone, email or fax orders, the terms of the distribution agreement shall prevail.
- 10.10 All brochures, catalogues, fabric samples and other promotional materials are to be treated as illustrative only and subject to change without prior notice. Their contents form no part of any agreement between you and us and you should not rely on them in entering into any agreement with us.
- 11. Notices**
All notices shall be given:
(a) to us via email at info@prestigeleisure.com or by post at Prestige Leisure UK Limited 36 Firth Road Houstoun Industrial Estate Livingston West Lothian EH54 5DJ or
(b) to you at either the email or postal address you provide during any ordering process.
Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting.
- 12. Replacement**
These terms and conditions of purchase replace all other terms and conditions previously applicable to the sale of the Products, the Marketing Materials or any Third Party Products.
- 13. Partnership & Agency Excluded**
This agreement does not give rise to a partnership between the parties. Each party hereby acknowledges and agrees that in placing orders through our website, by telephone or otherwise each party is acting as a principal and not as agent for any third party.
- 14. Governing law and jurisdiction**
14.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
14.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15. Export terms**
15.1 This clause applies (except to the extent that it is inconsistent with any written agreement between us and you) where we supply goods over an international border or overseas.
15.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail over the Incoterms to the extent that there is any inconsistency.
15.3 Unless otherwise agreed, the goods are supplied ex works (at our premises).
15.4 Where the goods are to be sent to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
15.5 Unless otherwise agreed, you are responsible for arranging testing and inspection of the goods at our premises before shipment. We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
15.6 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of section 26(3)(b) of the Unfair Contract Terms Act 1977.

4.6 Goods accepted back will be subject to a 10% (£10.00 minimum) handling and administration charge together with carriage costs if applicable.

4.7 Underwear is strictly non-returnable.

5. Representations and warranties

Prestige Leisure makes no representations and gives no warranties, express or implied that making the Products or the Marketing Materials available in any particular jurisdiction outside the UK is permitted under any applicable laws or Regulations of that non-UK jurisdiction. Accordingly, if making the Products or any part of the Products available in your jurisdiction or to you (by reason of nationality, residence or otherwise is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the Products. Prestige Leisure accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

6. Copyright and monitoring

Our website, the contents of our website and all databases, systems, trademarks, designs (whether registered or unregistered), to our brochures and all other information contained therein or in any other marketing materials are protected by international copyright laws and other intellectual property rights (including without limitation patents; copyrights; database rights; trade marks and design rights (whether registered or unregistered) in the Prestige Leisure website and/or any related supplier databases, software or website (the "Intellectual Property Rights"). All rights are reserved in respect of the Intellectual Property Rights. The owner of the Intellectual Property Rights is Prestige Leisure its affiliates, suppliers or other third party licensors. All product and company names and logos mentioned in our website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of placing an order with Prestige Leisure or using our website as a shopping or marketing resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly authorised to do so, for example in order to complete any test or questionnaire or where Products or Marketing Materials have been ordered from Prestige Leisure. Where Prestige Leisure authorises you to use any of its images, trademarks or designs or the images, trademarks or designs of any of its suppliers, all such authorisations shall be for the period expressly authorised by Prestige Leisure which in all cases shall be subject to a maximum period of 1 year.

7. Liability

7.1 We promise that for any Product or Marketing Materials you purchase from us:

- (a) we have the right to sell the Product to you or to introduce the supplier to you as regards the supply to you of Third Party Products;
- (b) the Product will correspond with the Specification we have given to you following your order through the website; and
- (c) the Product will be of satisfactory quality.

Subject to this, however, Products and/or Marketing Materials are not sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing. We also promise that any service we provide to you will be provided with reasonable skill and care. We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products).

We will do our best to ensure that our brochure and all materials and information published on our website are accurate, but please note that our brochure and all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our brochure, use of our website and use of all information contained within our brochure or website.

7.2 We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable.

7.3 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product or Marketing Materials concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

7.4 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

8. Confidentiality

8.1 "Confidential Information" includes without limitation the terms of this agreement, any Database (which is Confidential Information of our suppliers), any information identified by the disclosing party as proprietary or confidential and any information that, when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would determine to be of a confidential or proprietary nature.

8.2 Each party shall hold in confidence Confidential Information of the other party and the other party's licensors and use it solely in accordance with the provisions of this agreement and not disclose, or permit to be disclosed, said Confidential Information directly or indirectly to any third party without the other party's prior written consent. Notwithstanding the foregoing, each party ("First Party") may disclose Confidential Information of the other and its licensors, in whole or in part, to the First Party's employees, officers, directors, professional advisers and/or subcontractors (i) who require access to the same in order to enable the First Party to exercise its rights and perform its obligations hereunder and (ii) provided that the First Party ensures that they keep such information confidential.

8.3 All Confidential Information shall remain the Confidential Information and the sole property of the disclosing party or its licensors.

8.4 Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) properly disclosed to a party, without restriction, by a third party with the legal authority to do so; (iii) independently developed by a party without use or reference to the Confidential Information of the other; (iv) known to the receiving party, without restriction, prior to disclosure by the disclosing party; or (v) produced in compliance with applicable law or a court order, provided the disclosing party is given notice and an opportunity to object to the disclosure.

8.5 In the event of a breach of this clause, the damaged party will be entitled to interdict and/or a decree for specific implement and such further relief as may be proper. The provisions of this clause shall survive the termination of this agreement.

9. How we may use personal information

We will only use any personal information that you provide to us as set out in our Privacy Policy. You can view our Privacy Policy on our website at <http://www.prestigeleisure.com/privacypolicy.asp>, or request a copy by emailing info@prestigeleisure.com or writing to us at Prestige Leisure UK Limited, 36 Firth Road, Houstoun Industrial Estate, Livingston, West Lothian EH54 5DJ.

10. General

10.1 We may, but you may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause shall be ineffective. These terms and conditions are personal to you and are entered into by you for your own benefit and not for the benefit



PRESTIGE LEISURE UK

TERMS AND CONDITIONS

Rev 2.1