

## Heaven Sends Ltd Credit Account Application

**Please Note: ALL sections need to be completed for an account to be considered**

Trading Name:	Date Business Established:
Invoice Address:	Type of Business  Limited Co <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/>
Telephone No:	Delivery Address (if different):
Mobile No:	DO ORDERS REQUIRE BOOKING IN? YES/ NO
Fax No:	Delivery Address Tel No:
Email Address: From time to time we would like to email you with our news. Would you like us to email you? Please tick if yes: <input type="checkbox"/>  Would you like to receive the catalogue on DVD? <b>Please tick if yes:</b> <input type="checkbox"/>	Delivery Address Fax No:
Registered Address (Ltd Co only):	Number of branches:
Company VAT No:	Would you prefer to run each shop with a separate account? Yes/No Please supply all other delivery addresses and tel/fax nos on a separate sheet if necessary
Company Registration No:	Please detail any other associated outlets &/or businesses:
Proprietor's Private Address(es):	

Partnership & Sole Trader – full name(s)	
Private Address(es)	
Name of person responsible for paying account on time and their email address if you are able to receive monthly email statements	
His /her telephone number & extension no	
Credit Limit Required	

Trade References (Major Suppliers Only) that you hold a Credit Account with:

Name  Address    Contact Account No (where applicable) Tel No  Fax No How long Credit Account held? Estimated Spend per Annum	Name  Address    Contact Account No Tel No  Fax No How long Credit Account held? Estimated Spend per Annum
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### Director's Guarantee

In consideration of Heaven Sends Ltd agreeing to grant credit facilities to my company, upon whose behalf an application is being made to open a credit account, I being a Director of the company, guarantee payment of all sums due to Heaven Sends Ltd by the company. All sales will be made in accordance with Heaven Sends Ltd standard terms and conditions of sale, which I confirm and declare I have read and understood. In the event that the company is in breach of its obligations thereunder Heaven Sends Ltd I agree to pay Heaven Sends Ltd, on demand, all monies, which may be owing by the company to Heaven Sends Ltd pursuant to those standard terms and conditions of sale.

Name (please print)	Signature
Position	Date

**Declaration**  
I/We request to open a credit account with Heaven Sends Ltd. I/We declare that I/We have read and understood Heaven Sends Ltd's standard terms and conditions of sale and that all contracts that I/We enter into with Heaven Sends Ltd will be subject to and incorporate those terms and conditions of sale (or re-issue then currently in force) and, in particular, the terms of payment for account customers contained therein.

Name (please print)	Signature
Position	Date

## Terms & Conditions

### 1. PRICES, DESCRIPTIONS & MEASUREMENTS

All prices are quoted in pounds sterling net of VAT. Prices are subject to change from time to time. We will endeavour to inform you of any changes. All sizes are approximate and in centimetres, slight variations in size and colour may occur due to the handmade nature of our products. Heaven Sends Ltd products are for DECORATIVE USE ONLY and are strictly not toys. Due to the risk of choking from small parts these items are not suitable for children under 36 months.

### 2. ORDERS

Heaven Sends Ltd reserves the right at our discretion to refuse to supply Goods. The receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Heaven Sends Ltd reserves the right at any time after receipt of your order to accept or decline your order for any reason. Heaven Sends Ltd reserve the right to refuse supply accounts that purely trade on social media sites including, but not exclusively Facebook, eBay, Amazon. Heaven Sends Ltd will only permit online sales of Heaven Sends products to be made through our customers' own websites or select approved third party online market places. Heaven Sends Ltd shall arrange for carriage of Goods to the Customer's pre-agreed address. The risk in the Goods shall pass to the Customer upon such delivery taking place. The Customer must ensure that qualified personnel are in attendance to accept delivery. Resale of Heaven Sends products through a 3<sup>rd</sup> party or alternative location, other than known delivery or invoice address, without prior agreement from Heaven Sends may result in refusal of further supply. Heaven Sends Ltd reserves the right to reclaim the costs of storage and/or redelivery and/or other related costs where the customer fails to accept delivery of Goods. Heaven Sends Ltd reserves the right to cancel or to make part delivery on orders without prior notice unless otherwise instructed in writing at the time the order is placed. Heaven Sends Ltd will notify cancellation of orders in writing. (Heaven Sends Ltd shall not be liable for any loss of damage whatever arising from such cancellation.) Orders cannot be cancelled by Customers without the approval of Heaven Sends Ltd and must always be in writing. All items must be ordered in multiples of the minimum listed per product code.

### 3. CARRIAGE

Carriage charge is applicable on all orders that fall below the carriage paid order value.

When split deliveries are requested carriage will be charged on each consignment if the value falls below the carriage paid value.

Should goods require 'booking in' the customer must inform Heaven Sends Ltd at the time the order is placed otherwise there is a charge for this service.

Location	Minimum Order	Carriage Paid Order Value	Carriage Charge
UK Mainland	£100	£350	£11.50
Northern Ireland	£100	£500	£cost
Highlands and C.I.	£100	N/A	£cost
UK Offshore Islands	£100	N/A	£cost
Southern Ireland	€350	€1000	£cost
Isle of Wight	£100	£500	£cost
All Other Areas	£250	N/A	£cost

### OUTSIDE UK

All customers outside the areas detailed above are to arrange their own shipping and carriage unless prior arrangement with Heaven Sends Ltd has been made.

### 4. PAYMENT

Normal Credit Terms are strictly 30 days from date of invoice unless otherwise agreed in writing with Heaven Sends Ltd subject to credit rating.

Payment is required on a Pro-forma basis for all new Customers and will continue on this basis until receipt of a fully completed original account application form and satisfactory trade references have been obtained.

Heaven Sends Ltd reserves the right to pro-forma new and existing Customers if Customers do not settle their accounts in accordance with these Terms and Conditions of Trade. All payment to be made in £ sterling or Euros where applicable. Heaven Sends Ltd reserves the right to charge interest at the rate of 2% over base rate per month or pro-rata for part month for any period during which an account is overdue and to issue proceedings for recovery of any debt together with administrative charges, interest (before as well as after judgement) and legal costs without further communication to Customers.

The customer shall inspect the Goods on delivery and shall, within 48hrs of delivery notify Heaven Sends Ltd of any alleged defect via the online form found [www.heavensends.com/aftersales](http://www.heavensends.com/aftersales)

### 5. OVERDUE ACCOUNTS

Heaven Sends Ltd reserves the right to charge interest at the rate of 2% over base rate per month or pro-rata for part month for any period during which an account is overdue and to issue proceedings for recovery of any debt together with administrative charges, interest (before as well as after judgement) and legal costs without further communication to customers.

### 6. DAMAGES/SHORTAGES

Shortage in quantity, damage or failure to comply with the description or sample. The customer will afford Heaven Sends Ltd an opportunity to inspect the goods within a reasonable time following delivery and before any use is made of them. If the Customer fails to comply with these provisions, the goods will be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the goods and the customer shall be deemed to have accepted the goods.

If the Goods are not in accordance with the contract for any reason, the Customer's sole remedy shall be limited to Heaven Sends Ltd making good any shortage by replacing such goods by adding the items to any outstanding or back order, subject to availability or, of Heaven Sends Ltd should elect, by issuing a credit note against the invoice. Credit notes will not be issued if payment terms have not been complied with.

Goods should not be returned to Heaven Sends Ltd without prior agreement. All agreed returns should be packed correctly and returned to Heaven Sends Ltd detailing the returns with a Heaven Sends' returns number. Only Goods in their original packaging will be credited. Proof of posting cannot be accepted as proof of items being received.

**All agreed returns that are to be uplifted must be packed correctly and returned to Heaven Sends Ltd along with an authorised Heaven Sends Ltd Sales**

### Return note

Heaven Sends Ltd shall be under no liability whatever to the Customer for any direct loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Heaven Sends Ltd of this contract. The goods will be at the Customer's risk as from delivery to the address given at the time of ordering, except in the case of deliveries to addresses outside the UK where the risk passes to the customer immediately upon delivery to the appointed carrier.

### 7. RISK

The goods will be at the Customer's risk as from delivery to the address given at the time of ordering, except in the case of deliveries to addresses outside the UK where the risk passes to the customer immediately upon delivery to the appointed carrier.

### 8. TITLE

Until Property in the goods passes to the Customer as per the terms in previous paragraph, the Customer will hold them on a fiduciary basis as bailee for Heaven Sends Ltd. They should be identified and stored in such a way to be identifiable as being separate from other supplier's Goods.

Until property of the Goods has passed from Heaven Sends Ltd to the Customer, on request from Heaven Sends Ltd the Customer will make any goods not sold available for delivery to Heaven Sends Ltd. If the Customer does not do this, then Heaven Sends Ltd may enter the premises owned, occupied or controlled by the Customer where the Goods are and repossess the Goods.

The customer is not entitled to pledge or use the Goods, which are the property of Heaven Sends Ltd as security for any indebtedness. Without prejudice to the rights of Heaven Sends Ltd, if the Customer does so then any monies owed by the Customer to Heaven Sends Ltd become immediately due and payable. The Customer will keep the Goods insured to the Full Price against all risk until the date that the property of the same passes from Heaven Sends Ltd to the Customer. Without prejudice the other rights of Heaven Sends Ltd, if the Customer does not do so then any monies owed by the Customer to Heaven Sends Ltd become immediately due and payable.

### 9. LIABILITY

Heaven Sends Ltd will not be liable for any indirect or consequential loss whatsoever arising from, or in connection with, the supply of defective Goods, delay in delivery, non-delivery, loss or damage to Goods in transit to the property of the purchaser, or any third party.

### Notes

**These Terms & Conditions are effective as of 07/04/16. They supersede all other previously published. These conditions will take precedence over any conditions, which may appear in the Customer's purchase order and we shall not be bound by the Customer's terms and conditions unless expressly agreed by us in writing.**