

# Application for Credit

**Full Trading Name:**

**Address:**

  
  


**Post Code:**

**Tel:**

**Accounts Contact:**

**Sales Contact:**

**Amount of Credit Required:**

**Registered Office Address:**

  
  


**Post Code:**

**Company Registration No:**

**VAT No:**

**Gaming Board Certificate No:**

**Gaming Board Certificate Expiry Date:**

## BANK DETAILS

**Bank Name:**

**Address:**

  
  


**Post Code:**

**Account No:**

**Sort Code:**

## NAMES & ADDRESSES OF 2 TRADE REFERENCES

**Name:**

**Address:**

  
  


**Post Code:**

**Tel:**

**Contact:**

**Name:**

**Address:**

  
  


**Post Code:**

**Tel:**

**Contact:**

## FOR TERMS AND CONDITIONS OF SALE PLEASE SEE PAGE 2

I/we agree to settle my/our account in accordance with the stated terms

Signature:

Full Name:

Position:

Date:

# Terms and Conditions of Sale

## 1 General

- (a) "the Seller" means Crown Leisure Limited.  
"The Buyer" means the person, company or firm by whom the Seller's Goods as invoiced ("the Goods") are purchased.  
Unless otherwise expressly agreed in writing by the Seller, every sale by the Seller shall in every case be subject to these Conditions to the exclusion of any other terms whether contained in any earlier set of conditions issued by the Seller or in a form of order or any other document issued by the Buyer or otherwise arising whether expressly or by implication.
- (b) No representative or agent of the Seller has authority to contract with the Buyer for the sale of Goods or to amend, vary or waive these conditions or to make any binding representation or warranty in respect of the Goods.
- (c) Any quotations given by the Seller do not constitute an offer. Orders placed with the Seller shall not be binding on the Seller unless and until accepted by it.

## 2 Description of Goods

Except as otherwise agreed in these Conditions, all drawings, descriptive matter, samples, specifications and advertising matter are published or issued for the sole purpose of giving an approximate idea of the Goods and no information contained in any of them or in any other document whatever shall form part of the contractual description of the Goods unless expressly referred to in the Seller's quotation or acceptance or order. The Seller reserves the right to make without notice such reasonable modifications in specifications, designs, materials, or finishes as it deems necessary or desirable. The Buyer shall not be entitled to object to or reject the Goods or any of them by reason of such reasonable modifications.

## 3 Delivery

- (a) Unless otherwise agreed by the Seller in writing, the Goods shall be supplied to the Buyer ex works. The Seller shall notify the Buyer once the Goods are available for collection. If the Seller agrees with the Buyer in writing to send the Goods to the Buyer's premises, the Seller will arrange for carriage and insurance and shall notify the Buyer of all costs incurred by the Seller. The Buyer shall reimburse the Seller for all such costs at the same time as making payment for the Goods.
- (b) Where the Goods are sent to the Buyer by the Seller, the Seller shall not be liable in respect of any damage in transit or non delivery of the Goods howsoever caused (including negligence) unless notice in writing is given to the carrier and to the Seller within the period specified in the contract of carriage (or within 14 working days of the date when the Goods were received or would in the ordinary course of events have been received) whichever is the earlier.
- (c) Times of dates quoted by the Seller for completion or delivery are intended as an approximate estimate only. Every endeavour will be made to adhere to such times or dates but the Seller does not give any other undertaking in that regard.
- (d) If for any reason the Buyer fails to accept delivery of the Goods on reasonable notice by the Seller, the Buyer shall remain liable to pay the price of the Goods at the times specified in the Conditions and without prejudice to any other right conferred upon it in that event by these terms or by law, the Seller shall be entitled to store the Goods at the Buyer's risk (including loss or damage caused by the Seller's negligence) and the buyer shall be liable to the Seller for the reasonable cost of doing so.

## 4 Force Majeure

- (a) The Seller shall not be liable to the Buyer for any delay in supplying the Goods when such delay is caused by any circumstances beyond the Seller's reasonable control including without prejudice to the generality of the foregoing, industrial action, civil disturbances, war, Act of God, fire, explosion, flood, seizure, arrest or requisition of the Goods or any materials, failure of any of the Seller's usual supply of goods or materials, government regulations, requirements, quotas or licence restrictions, shortage of or delay in obtaining fuel or power.
- (b) If the Seller shall pursuant to sub-clause (a) above tender to the Buyer less than the Contractual quantity of Goods or shall tender any Goods later, the Buyer shall accept and pay for the Goods so tendered.
- (c) If performance of the contract shall be wholly or partially suspended pursuant to subparagraph (a) of this Condition for any continuous period exceeding 90 days, either party may cancel the contract by notice in writing to the other without prejudice to any rights which have accrued before such cancellation.  
If delivery shall be delayed or shall be wholly or partially suspended by reason of any breach of contract or of these conditions by the Buyer or by any of the circumstances mentioned in sub paragraph (a) of the Condition, the Seller may (without prejudice to any other right conferred upon it in any such event by this contract by law) require the Buyer to procure any further or additional document or licence or to procure to be amended any document or licence (including any letter of credit or other payment document) to such extent as may be necessary to enable the Seller to deliver the Goods and to obtain payment therefore under such letter of credit or payment document, and the Buyer shall comply with such requirements at the cost of the Buyer.

## 5 Price

- (a) Unless otherwise agreed in writing by the Seller all prices quoted are net ex works and are exclusive of Value Added Tax (VAT) customs duties and import levies or any similar duties or levies, carriage and packing charges.
- (b) Prices of Goods quoted by the Seller in its acceptance of orders are based on costs prevailing at the time of acceptance. Goods will be invoiced at prices ruling at the date of despatch (and in the case of instalment delivery at the date of despatch of each instalment). Any increase in price between the date of despatch shall fairly represent the increase in cost to the Seller or manufacture and distribution of the Goods and in the event of dispute such amount shall be determined by the Seller's Auditors whose decision shall be conclusive and binding on the Buyer.

## 6 Payment

- (a) Unless otherwise agreed by the Seller in writing, all Goods shall be paid for when ordered. If the company agrees to allow credit trading facilities to approved buyers, all Goods must be paid for within seven days.
- (b) Coinage and delivery dates must be stated on the original order.
- (c) Time for payment shall be of the essence.
- (d) Interest shall be automatically accrued at 2% per month over the current Bank of Scotland Base Lending Rate on all sums overdue for payment before and after Judgement.
- (e) The Buyer shall pay the price of the Goods (including any increased price pursuant to Clause 5 hereof) without any deduction whether by way of set off counterclaim or otherwise howsoever.
- (f) If legal action is taken to recover monies due to the Seller, then the Seller reserves the right to charge the Buyer an administration fee.

## 7 Risk in the Goods

Risk in the Goods shall pass to the Buyer on collection from the Seller's premises by the Buyer or his carrier or agent or on despatch of the Goods by the Seller to the Buyer.

## 8 Damage or Defects

- (a) The Seller will at its own cost and expense replace the whole or any part of the Goods forming the subject of the contract which are defective in quality or fail to comply with any specification laid down in the contract subject however to the following conditions:
- In the event of any matter giving rise to complaint which would be apparent to the Buyer on reasonable inspection, the Buyer must give notice thereof to the Seller within seven working days of the receipt of the Goods by the Buyer.
  - In the event of a complaint in respect of a matter not apparent on reasonable inspection, the Buyer must give notice thereof to the Seller within seven working days of the defect complained of coming to the attention of the Buyer and/or its employees or agents but in any event notice of complaint must be given to the Seller by the Buyer within one month of receipt of the Goods by the Buyer.
  - In all cases the Seller must be given a reasonable opportunity following notice of complaint of examining the relevant Goods.
  - The Seller must be satisfied that the defect in the Goods was due to its defective workmanship or use of defective materials and not caused by any misuse, neglect or other default of the Buyer or Buyer's agents or employees.
  - The cost of return to the Seller and re-delivery to the Buyer shall be the Buyer's risk at all times.
- (a) The Seller's liability to replacement of the Goods and liability for every form of consequential damage or loss except only death or personal injury due to negligence is hereby expressly excluded. Save as expressly provided to the contrary in these Conditions, every term, condition or warranty whatsoever relating to the quality, description or fitness of the Goods implied by law or otherwise howsoever is expressly excluded.
- (b) All good stock returned to the Seller will be subject to a 7.5% restocking fee.

## 9 Termination or Cancellation

- (a) In the event of:
- any distress, execution or other legal process being levied upon any of the Buyer's assets; or
  - the Buyer entering into any arrangement or composition with its creditors committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up except for the purposes of amalgamation or reconstruction or a Receiver being appointed in respect of the whole or any part of its undertaking or assets; or
  - non payment by the Buyer on the due date of any monies due from it to the Seller, the Seller shall be entitled to suspend all or any future deliveries and instalments under this or any other contract, and on written notice to cancel the undelivered portion of this or any contract between the Buyer and the Seller.
- (a) In the event of any such cancellation by the Seller in accordance with sub-paragraph (a) above the Buyer shall remain fully liable to pay to the Seller the full purchase price for the Goods less (a) any disposal value (as assessed by the Seller) of any work in progress or finished Goods manufactured by the Seller for the purpose of the contract (b) any expenses of purchasing raw materials or components for the Goods that have been avoided by the Seller as the result of such cancellation (as determined by the Seller).

## 10 Reservation of Title

- (a) Property in the Goods shall not pass to the Buyer until all amounts due from the Buyer to the Seller in respect of the Goods have been paid for in full. During such time, the Buyer shall be entitled to sell the Goods in the ordinary course of business but shall hold the proceeds of sale on trust for the Seller.
- (b) If any event of the kind described in Clause 9(a) above occurs, the power of sale under paragraph (a) of this Clause shall automatically cease. The Seller shall thereupon be entitled to enter upon the premises of the Buyer and retake the Goods.
- (c) If the Seller retakes the Goods under paragraph (b) of this Clause the Buyer shall remain liable to make full payment of the purchase price for the Goods. Provided that such payment is made by the Buyer to the Seller in full, the Seller shall thereafter account to the Buyer for the proceeds of any resale of the Goods to any third party less all carriage, insurance and conversion costs incurred by the Seller as a result of the reclaiming and resale of the Goods.

## 11 Delivery by Instalment

Where more than one item of Goods is included in any order, the Seller shall be entitled to make delivery by instalments, in such cases the delivery date shown on the Seller's acceptance of order shall be deemed to be the estimated delivery date of the first instalment and the remaining instalments will be delivered within a reasonable time of the first instalment and the remaining instalments will be delivered within a reasonable time of the first instalment. The contract shall be construed as a separate contract in respect of each instalment. Nevertheless, failure to accept deliver of and/or pay for any instalment shall entitle the Seller to treat the contract as repudiated or alternatively to store the Goods at the Buyer's risk and the Buyer shall be liable to the Seller for the reasonable cost of doing so.

## 12 Industrial Property Rights

The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's instructions which involves the infringement of any letters patent, trade marks, copyright or registered design.

## 13 Governing Law

This contract shall be governed by English law and the Buyer and the Seller shall submit jurisdiction of the English Courts.

## 14 Change of Address

The Seller must be notified in writing of any change of address, which must be sent recorded delivery. In default, the Buyer will be responsible for any costs incurred resulting from failure to notify.