

**Internal Office Use Only**

Account Manager \_\_\_\_\_ Agreed Credit Limit \_\_\_\_\_

S/Vista Ref Number \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_



## Highlander Direct Business NET 30 Day Account Application Form

\* Company Name

Tick relevant option:

\* Trading Name

\* Registered Address

Limited

Plc

Sole Trader

Partnership

\* Company Reg. No.

\* Delivery Address

\* Telephone No.

### Purchasing Contact

Contact

Tel

Fax No.

Email

### Accounts Contact

Contact \*

Tel

Fax No.

Email \*

**Accounts Information**

Accounts paid by \*

Bacs  Cheque

Payment run date (s) \*

**Directors' / Proprietor / Partners' Full Names and Job Titles**

Name  Pos

Name  Pos

Name  Pos

No. of Employees  VAT No.

**Business Type**

Corporate  Public Sector  Education

How many PC's Do you have in Your Office?

What brand of PC do you use?

How did you hear about us?

Turnover Last year  £ Expected Turnover this year  £

Monthly Spend with Highlander Direct  £ Date commenced Trading

**Trade References**

Name	<input type="text"/>	Name	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
Contact		Contact	
Tel	<input type="text"/>	Tel	<input type="text"/>
Fax	<input type="text"/>	Fax	<input type="text"/>
Credit Limit	<input type="text"/>	Credit Limit	<input type="text"/>

I declare that I have read and accepted the Highlander Direct Terms and Conditions (below). The information I have given above is true and correct.

I authorise Highlander Direct to carry out credit checking procedures. I have authority to act as an agent for the company / partnership herein described.

Signature *	<input type="text"/>	Print Name *	<input type="text"/>
Date *	<input type="text"/>	Position *	<input type="text"/>

Applications will only be processed upon receipt of headed paper and or utility bill.

Please return the application by Fax or to the address below:

**Highlander Direct**

A Division of Highlander Computing Solutions Ltd

Systems House, Shepcote Office Village,  
Shepcote Lane,  
Sheffield S9 1TG

**Tel** : 0114 2923800    **Fax** : 0114 2923838

*\* MUST BE FILLED IN TO ENABLE AUTHORISATION OF THIS ACCOUNT FORM*

## Highlander Direct Business Terms and Conditions of sale

### 1. Definitions and Interpretation

“Buyer”

means the person whose order for the Goods is accepted by the Seller; “Contract” means the contract which is formed by the Buyer on the basis of these Terms and Conditions to buy the Goods from Highlander Direct; “Highlander Direct” means Highlander Computing Solutions whose registered office is at Systems House, Shepcote office village, shepcote lane, Sheffield S9 1TG (company number 3091654); “Goods” means the goods which the Seller is to supply; “Terms and Conditions” means these terms and conditions and any special or additional conditions agreed in Writing by the Seller; “Web Site” means Highlander Direct’s web site at [www.Highlanderuk.com](http://www.Highlanderuk.com); “Writing” includes written, facsimile transmission, email and other comparable means of communication” shall be construed accordingly.

#### In these Terms and Conditions:

- the headings are for convenience only and shall not be taken into account in the construction;
- the use of the masculine, feminine or neuter gender includes a reference to all genders; and
- the use of the singular includes the plural and the use of the plural includes the singular.

### 2. Prices

2.1 Highlander Direct reserves the right to revise prices prior to dispatch of the Goods to reflect any indirect or direct increase in costs to Highlander Direct. Highlander Direct shall inform the Buyer as soon as practicable of any such revision in prices and permit the Buyer to withdraw from the contract thereafter.

2.2 The Contract shall be made when Highlander Direct accepts in writing the order for the Goods from the Buyer.

2.3 The price of the Goods shown on the quote is exclusive of postage and packaging charges unless shown (including any insurance of Goods) which will be invoiced in addition by Highlander Direct. If the Buyer wishes to insure the Goods in transit, the Buyer must make its own arrangements. If the Buyer wishes Highlander Direct to make arrangements regarding the postage and packaging charges or the insurance of Goods, the Buyer must specifically request Highlander Direct so to do. The Goods shall be in all other circumstances at the risk of the Buyer and not Highlander Direct until they are received by the Buyer.

2.4 Where the Contract is to be effected by separate instalments the Buyer shall pay for each instalment prior to delivery.

### 3. Payment of Goods

3.1 Net 30 day Payment terms dictate invoice payment in full 30 days after invoice date or completed invoice.

3.2 The Buyer may effect payment by Visa, Switch and Mastercard also Bac’s or Chaps transfer and cheque. The Buyer shall remain liable for payment until Highlander Direct is in receipt of cleared funds from any paying agent.

3.3 Highlander Direct reserves the right from time to time to refuse, rescind or vary (in Highlander Direct’s absolute discretion) the terms of any such credit account.

3.4 If the Buyer fails punctually to comply with the terms as to payment, Highlander Direct may charge interest calculated on a daily basis on any amount overdue at the rate of three per cent (3%) per annum above the base rate of Nat West Bank.

3.5 Highlander Direct remains the owner of the Goods supplied until Highlander Direct has been paid in full in cash or cleared funds for those Goods and all other Goods agreed to be sold by Highlander Direct to the Buyer under any other contract between Highlander Direct and the Buyer.

### 4. Rights of set off

The Buyer shall not be entitled to make any set-off or counterclaim or claim any lien in respect of any monies owed by the Buyer and shall pay all amounts due under or further to these Terms and Conditions without making a deduction of any kind.

### 5. Delivery

5.1 While Highlander Direct shall use reasonable efforts to keep to any delivery date given by, or on behalf of Highlander Direct, time of delivery shall not be of the essence. Highlander Direct shall not be liable for any losses, costs, damages or expenses incurred by the Buyer arising directly or indirectly out of any failure to meet any indicated delivery date. The Goods may be delivered by Highlander Direct in advance of the quoted delivery date.

5.2 Delivery of the Goods may be made in installments by the Buyer, this would be at a further cost to the Buyer.

5.3 The prices are set via a Highlander Direct official quote and are stated on the basis that delivery of the Goods will take place between 9 am – 5 pm, Monday – Friday. At the Buyer’s request, Highlander Direct will arrange for [special] delivery outside those times at an additional price, payable by the Buyer. Further details can be found here.

5.4 Without prejudice to any other right or remedy of Highlander Direct, where the Buyer fails to pay for any installments or delivery when due under this or any other contract that the Buyer has with Highlander Direct, Highlander Direct shall be entitled to withhold any further deliveries until payment has been made in advance and the Buyer shall be liable for any storage and insurance costs incurred by Highlander Direct relating to any Goods waiting to be delivered.

5.5 Delivery of the Goods shall be made to the address supplied by the Buyer and the Buyer shall make all necessary arrangements to take delivery of the Goods whenever they are due for delivery. The Buyer is solely responsible for the Goods once they have been delivered to the delivery address.

5.6 If the Buyer fails to take delivery of the Goods or fails to give Highlander Direct adequate delivery instructions then, without prejudice to any other right or remedy available to Highlander Direct, Highlander Direct may:

5.6.1 store the Goods until actual delivery and charge the Buyer for the proper costs (including insurance) of storage; or

5.6.2 sell the Goods at the best price readily obtainable and (after deducting all proper storage and selling expenses) account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the price of the contract.

## 6. Acceptance of goods and risk

6.1 As soon as the Goods have arrived at the premises of the Buyer, the Buyer shall fully unpack and thoroughly examine the Goods. The Buyer shall report to Highlander Direct within forty eight (48) hours any Goods which are found to be defective or damaged (time being of the essence of this obligation). The Buyer shall not be liable for any defects or shortages in delivery not reported within such time period. The Buyer shall not be liable for any failure to deliver the Goods not reported within forty eight (48) hours of the time of delivery previously communicated in Writing to the Buyer.

6.2 The Buyer acknowledges that the delivery agent's terms and conditions usually provide that where complaints regarding defects, shortages or failure to arrive are not made within forty eight (48) hours then the delivery agent excludes liability for any such subsequent complaint. Accordingly, the Buyer acknowledges that the requirement of this clause 6 are reasonable.

## 7. Contracts (Rights of third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and nothing in these Terms and Conditions confers or purports to confer on any third party any right to enforce any provision of these Terms and Conditions.

## 8. Warranties and Liabilities

8.1 Highlander Direct warrants that Goods purchased are supplied with a twelve (12) month guarantee (unless otherwise stated) in respect of parts and labour on the basis that the Goods are returned to Highlander Direct in accordance with clause 9. Where Goods come with an additional warranty given directly by the manufacturer, this is indicated on the relevant page of the Web Site.

8.2 Subject to clause 8.8 below and to the maximum extent permissible in law all conditions and warranties which are to be implied by statute or otherwise by general law into these Terms and Conditions or relating to the Goods are hereby excluded.

8.3 Highlander Direct's charges to the Buyer are determined on the basis of the exclusions from and limitations of liability contained in these Terms and Conditions. The Buyer expressly agrees that these exclusions and limitations are reasonable.

8.4 The following provisions in this clause 8 and in clause 14 below set out Highlander Direct's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Buyer in respect of:

- (a) a breach of Highlander Direct's contractual obligations;
- (b) a tortious act or omission of Highlander Direct;
- (c) an action arising out of a misrepresentation by or on behalf of Highlander Direct.

8.5 The total liability which Highlander Direct shall owe to the Buyer and in respect of all claims in respect of the Goods shall not exceed a sum equal to the value of the Goods.

8.6 Highlander Direct shall in no circumstances be liable to the Buyer for any loss of profit, loss of trade marks, loss of goodwill, loss of business or like consequential loss.

8.7 Notwithstanding anything to the contrary herein contained Highlander Direct's liability to the Buyer for:

8.7.1 death or personal injury resulting from the negligence of Highlander Direct, its employees, agents or sub-contractors;

8.7.2 damage suffered by the Buyer as a result of a breach by Highlander Direct of the condition as to title or the warranty as to quiet possession implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and

8.7.3 damage for which Highlander Direct is liable to the Buyer under part I of the Buyer Protection Act 1987; shall not be limited save that nothing in this clause 8 or in clause 14 below shall confer a right or remedy upon the Buyer to which the Buyer would not otherwise be entitled.

8.8 The exclusions from and limitations of liability set out in this clause 8 and in clause 14 below shall be considered severably. The validity or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this clause 8 or of clause 14 below shall not affect the validity or enforceability of any other part of this clause 8 or of clause 14 below.

8.9 The provisions of this clause 8 and of clause 14 below shall survive the termination of the whole or a part of these Terms and Conditions.

## 9. Shipping and Returns

9.1 If the Buyer receives Goods which are faulty, the Buyer shall, at the Buyer's expense and risk package and post those Goods back to Highlander Direct's returns department. Highlander Direct is an internet company and does not have branches to which the Buyer can physically return the Goods. This is reflected in the greatly reduced purchase prices found on Highlander Direct's Web Site.

9.2 Any Goods returned to Highlander Direct under the returns procedure set out in clause 9.1 above and found by Highlander Direct not to be faulty will incur an administrative charge of eight pounds fifty pence

(£8.50) per item returned plus value added tax to cover the costs of unpacking, testing and return postage.

9.3 Any Goods ordered in error but which are not faulty may be returned to Highlander Direct if those Goods are in a re-saleable condition. Any Goods so returned are liable for a 20 per cent restocking fee.

9.4 All Goods to be returned for whatever reason must first have an authorisation code issued by Highlander Direct. Failure to obtain such authorisation may result in non-delivery or the rejection by Highlander Direct of the returned Goods.

9.5 The Buyer must adequately wrap and package the Goods (and all peripheral items including without limitation CDs, manuals and cables). Where Goods are returned, all postage and packing charges are to be paid by the Buyer and are not refundable by Highlander Direct.

9.6 Proof of postage and packing is not classed as proof of delivery, and the Buyer is therefore recommended to send the Goods by registered post or by a reliable courier. The risk in the Goods remains with the Buyer until they are received by Highlander Direct. Accordingly, Highlander Direct does not accept responsibility for damage to the Goods in transit. The Buyer is therefore recommended to take out valid insurance.

9.7 Highlander Direct does not sell products on a trial basis. Buyers are strongly advised to check suitability and specifications of products before ordering.

9.8 Where any Goods are to be returned, those Goods must be accompanied by all peripheral items including without limitation CDs, manuals and cables. If the Buyer fails to return all peripheral items included as part of the Goods (including without limitation CDs, manuals and cables), Highlander Direct may not accept the return of the Goods.

9.9 Where the Buyer provides inaccurate payment details to Highlander Direct, this may result in a delay in Highlander Direct dispatching the Goods.

## **10. Waiver**

The failure of Highlander Direct at any time to enforce a provision of this Contract shall not be deemed a waiver of such provision or of any other provision of this Contract or of Highlander Direct's right thereafter to enforce that or any other provision of this Contract.

## **11. Force Majeure**

11.1 Highlander Direct shall not be liable for any failure to deliver the Goods (or for the failure by Highlander Direct to comply with any other obligation under this Contract) arising from circumstances outside Highlander Direct's control.

11.2 Without limitation, examples of such circumstances include:

11.2.1 Act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lock-outs (including without limitation strikes or lock-outs occurring to Highlander Direct or a supplier of Highlander Direct), Governmental action or Regulations (of the United Kingdom or elsewhere); and

11.2.2 delay, accidents, shortage of materials, labour or manufacturing facilities occurring to Highlander Direct's suppliers.

11.3 Should Highlander Direct be prevented from delivering in the above circumstances (or should Highlander Direct fail to comply with any other obligation under this Contract in the above circumstances), Highlander Direct shall give the Buyer written notice of this fact as soon as reasonably practical after discovering it.

## **12. Jurisdiction**

The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

## **13. Complete Agreement**

These Terms and Conditions set out the entire agreement between the parties relating to the Goods. Additional provisions shall only be binding upon Highlander Direct where they have been accepted by Highlander Direct in Writing.

## **14. Misrepresentation**

14.1 Each of the parties acknowledges that in entering into this Contract it has not relied upon any representations other than those reduced to Writing in this Contract. The provisions of this clause 14 shall not apply to any fraudulent misrepresentation.

14.2 Highlander Direct relies upon third parties, such as its suppliers, for many of its data feeds and accordingly cannot guarantee the accuracy of all data included in a quotation.

14.3 Highlander Direct will not be liable in respect of any misrepresentations occurring as a result of any inaccuracies in data provided to Highlander Direct by a third party.