

**Crisp Websites Limited**  
Units 2c & 2d Littlehampton Marina  
Ferry Road  
Littlehampton  
West Sussex, BN17 5DS  
United Kingdom



**Telephone:** +44 (0)1903 538 488  
**Fax:** +44 (0)1903 539 331  
**E-mail:** sales@crispwebsites.com  
**Our Trading Websites:** www.birdstop.co.uk  
www.gullstop.co.uk  
www.pigeonstop.co.uk  
www.squirrelstop.co.uk  
www.stoprat.co.uk

**Corporate URL:** www.crispwebsites.com

## Trade Credit Account Application Form & Acceptance of Terms of Trading

**RETURN INSTRUCTIONS:** PLEASE COMPLETE THE FORM BELOW, SIGN YOUR ACCEPTANCE OF THE TRADING AGREEMENT ON FOLLOWING PAGE & FAX BOTH PAGES BACK TO OUR SALES TEAM ON **01903 539 331**. THEN SEND THE ORIGINAL HARD COPY BY POST TO THE ADDRESS ABOVE, KEEPING A DUPLICATE COPY FOR YOUR RECORDS. CRISP WEBSITES LIMITED WILL THEN UNDERSIGN THE APPLICATION & A COPY WILL BE SENT TO YOU.

TRADING NAME (PLEASE ATTACH LETTERHEAD)		COMPANY TYPE (DELETE AS APPROPRIATE)	
		SOLE TRADER	LIMITED COMPANY
		PLC	LLP
TRADING ADDRESS:		COMPANY REGISTRATION NO.	
		VAT REGISTRATION NO.	
POSTCODE:			
TELEPHONE NO.	FAX NO.	E-MAIL.	
REGISTERED OFFICE ADDRESS (IF DIFFERENT FROM TRADING ADDRESS)		NUMBER OF EMPLOYEES:	
		<input type="checkbox"/> 0 – 50 <input type="checkbox"/> 50 - 100 <input type="checkbox"/> 100 – 500 <input type="checkbox"/> 500 - 1000 <input type="checkbox"/> 1000+	
POSTCODE:			
NATURE OF BUSINESS		ANTICIPATED NET MONTHLY SPEND	
		<input type="checkbox"/> £ 0 – £ 1,000 <input type="checkbox"/> £ 1,000 – £ 5,000 <input type="checkbox"/> £ 5,000 +	
AUTHORISED PURCHASERS' NAMES	PURCHASERS' EMAIL	PURCHASERS' TELEPHONE NO.	
1.	1.	1.	
2.	2.	2.	
3.	3.	3.	
TRADE REFERENCES (Please provide details of two companies that can confirm your regular payment within their terms)			
NAME:		NAME:	
ADDRESS:		ADDRESS:	
POSTCODE:		POSTCODE:	
IN ACCORDANCE WITH UK DATA PROTECTION LAW, CRISP WEBSITES LTD WILL HOLD, PROCESS AND USE YOUR PERSONAL DATA IN ORDER TO PROVIDE OR MARKET TO YOU PRODUCTS AND SERVICES. THIS INFORMATION WILL NOT BE PASSED ON TO ANY OTHER COMPANIES. WE MAY USE CREDIT SEARCH FACILITIES WHEN CONSIDERING YOUR APPLICATION.			

**Crisp Websites Limited**  
Units 2c & 2d Littlehampton Marina  
Ferry Road  
Littlehampton  
West Sussex, BN17 5DS  
United Kingdom



**Corporate URL:** [www.crispwebsites.com](http://www.crispwebsites.com)

**Telephone:** +44 (0)1903 538 488  
**Fax:** +44 (0)1903 539 331  
**E-mail:** [sales@crispwebsites.com](mailto:sales@crispwebsites.com)  
**Our Trading Websites:** [www.birdstop.co.uk](http://www.birdstop.co.uk)  
[www.gullstop.co.uk](http://www.gullstop.co.uk)  
[www.pigeonstop.co.uk](http://www.pigeonstop.co.uk)  
[www.squirrelstop.co.uk](http://www.squirrelstop.co.uk)  
[www.stoprat.co.uk](http://www.stoprat.co.uk)

## **Purchaser's (2) Declaration & Acceptance of the Terms of Trading Contained Herein:**

I hereby declare that I have read and agree to conform to the enclosed terms and conditions, version 10.2, contained within this document and that I have the authority to do so as a **Company Director / Company Secretary / Partner / Sole Trader** (delete as applicable) of the company / organisation named as the Purchaser (2) below.

**Name:**

**Position:** Company Director / Company Secretary / Partner / Sole Trader (delete as applicable)

**Signed:**

**Company Name:**

**Date:**

**N.B. A duly authorised Officer of the company / organisation is only to sign on behalf of Purchaser (2)**

## **Seller's (1) Authorisation of the Terms of Trading Contained Herein:**

**Name:**

**Position:**

**Signed:**

**Date:**

**On behalf of Crisp Websites Limited.**

For Office Use Only	
Account Reference	
Credit Limit	
Authorised By	
Date	

# MAIL ORDER PEST CONTROL PRODUCTS VERSION 10.2



In these terms of trading the following definitions apply:

- A. The Seller (1) shall be Crisp Websites Limited (1)** incorporating the trading names **"Bird Stop", "Gull Stop", "Pigeon Stop", "Stop Rat" and "Squirrel Stop"**
- B. The Purchaser (2) shall be the company name under which the purchase order is issued.**
- C. The "Goods" (3)** shall be all or any part of the materials supplied by the Seller (1) to the Purchaser (2)
- D. The term "Special Goods" (4)** shall have the meaning in clause 8.
- E. The "Carrier" (5)** shall be any third party parcel delivery or postal service used by the Seller (1) to deliver the Goods (3) to the Purchaser (2).

## Contract

All orders are placed by the Purchaser (2) and accepted by the Seller (1) on the terms and conditions of trading contained herein, unless these terms are varied in writing by a Company Director of Crisp Websites Limited (1). This contract will take precedence over the "The Buyers' conditions of purchase.

## 1. General

The contract to supply is between **Crisp Websites Limited (1)** of Units 2c & 2d Littlehampton Marina, Ferry Road, Littlehampton, West Sussex, BN17 5DS; hereinafter referred to as to the **'Seller' (1)** and the **company in which name the purchase order refers to (2)** hereinafter referred to as the **'Purchaser' (2)** placing the order. The Seller (1) reserves the right to refuse to accept the Purchase order of the Purchaser (2). The Purchaser (2) undertakes to provide the Seller (1) with an official written purchase order printed on the Purchaser's (2) letterhead and containing a unique purchase order reference number, supplied either by email, fax or post in support of any verbal order placed either in person or by telephone with the Seller (1) by the Purchaser's (2) authorised representatives. Orders will only be valid once the Seller (1) issues an acknowledgement to the Purchaser (2) containing a unique sales order acknowledgement reference number, either verbally, by email, by fax or by post.

## 2. Payment Terms

For customers purchasing goods without a credit account payment of cleared funds is required by the Seller (1) prior to dispatch of goods.

For customers with credit accounts, the Purchaser (2) undertakes to accept and adhere to payment within 30 days of the date on the Seller's (1) invoice Payment is due to be made by the Purchaser (2) to the Seller (1) without right of set-off or counterclaim so as to be received by the Seller (1) at its business address not later than the 30-days stipulated. Failure to adhere to the Seller's (1) stated payment terms will be treated as a breach of contract. The Seller (1) accepts payment in Cash, by credit card (American Express, Visa, MasterCard and Maestro), by cheque and by bank transfer. Any variation of the Seller's (1) stated payment terms must be by prior written agreement between the Seller (1) and the Purchaser (2).

- If any sum payable is not paid within the agreed payment terms, the Seller (1) will be entitled to:
- Receive interest at the rate set by the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis) from the date of invoice until payment is received as cleared funds in the Seller's (1) bank account, compounded on the first day of each month and before and after any judgment (Unless a court orders otherwise).
- Claim fixed sum compensation from the Purchaser (2) under section 5a of that Act.
- Recover the cost of taking legal action to make the Purchaser (2) pay.
- Payment of such interest shall be without prejudice to the Seller's (1) rights under the agreement.

Any credit given by the Seller (1) to the Purchaser (2) may be terminated at any time without notice.

## 3. Credit Accounts

The Purchaser (2) authorises the Seller (1) to use the information provided by the Purchaser (2) to Seller (1) in this application form to pass on to third party credit reference agencies for the purpose of establishing the creditworthiness of the Purchaser (2) and allocating a relevant credit limit against the Purchaser's (2) credit account. The Seller (1) may at its discretion open and close credit account facilities for the Purchaser (2) on such terms as the Seller (1) may determine. The Purchaser's (2) credit account will be allocated a credit limit above which no further credit will be given against orders placed by the Purchaser (2). In circumstances where a Purchaser's (2) credit limit is reached any further orders will not be processed or acknowledged until payment has been received to free up sufficient credit.

## 4. Prices

All prices quoted are in pounds sterling and are exclusive of Value Added Tax (VAT) where applicable. Prices quoted are subject to change without notice, though we will try, wherever possible, to give notice of any changes. Once the Seller (1) issues a unique sales order acknowledgement number as confirmation of the Purchaser's (2) official purchase order the prices therein will remain unchanged.

## 5. Re-Presented Cheques

A £15 charge will be made each time a cheque has to be re-presented for clearance.

## 6. Carriage Charges

Except where otherwise agreed in writing, prices will not include delivery charges. Delivery charges will be notified to the Purchaser (2) by the Seller (1) at point of order and charged as a separate line item on the invoice to the Purchaser (2).

All orders with a net value exceeding £200.00 will be shipped free of charge to one address per order, provided that the address is within UK mainland (meaning Scotland England & Wales but excluding Northern Ireland and all Islands). All orders with a net value below £200.00 will incur delivery a charge, which will be quoted at placement of order. Please call our customer service team on +44 (0)1903 538 488 for delivery costs outside UK mainland. Most orders depending upon weight, will be shipped by courier and will be delivered on the next working day following the date of order. If delivery charges are not agreed the following shall apply:

To each delivery address in Great Britain - meaning Scotland, England Wales but excluding all islands:

- Orders in excess of £200.00 + VAT - no charge (unless Special Delivery)
- Orders less than £200.00 + VAT will be charged a pre-agreed delivery fee per order and delivered within 5-working days of the order date.

## 7. Time for Delivery

All orders placed before 3pm, Monday to Friday will be dispatched the same day. Save under clause 8, the Seller (1) makes no agreement as to time of delivery. The Seller (1) has no control over carriage or post. Any delivery times indicated are estimated only and the Seller (1) accepts no liability for late delivery.

## 8. Lead time for Special Goods

Special Goods including cut-to-size or otherwise bespoke bird-netting and bespoke fixings or brackets are made to order. The Seller (1) will notify and agree the lead time for delivery of Special Goods to the Purchaser (2) at the time of ordering prior to acceptance of the order from the Purchaser (2) in writing by the Seller (1).

## 9. Address for Delivery and Point of Delivery

The Seller (1) shall deliver to the address provided by the Purchaser (2). All orders being delivered must have a valid postcode for the delivery address. The Seller (1) will not deliver goods to the Purchaser (2) without a full postal address. The Seller (1) is unable to deliver to P.O. boxes. All orders will require a signature upon receipt at the point of delivery. The Seller (1) accepts no liability if the delivery cannot be made or is not accepted at the address given. Undelivered goods will be retained by the Carrier (5) and a card left at the point of delivery giving details of how the goods may be released from the Carrier's (5) possession. The Purchaser (2) may be required to collect the goods from the Carrier's (5) premises. Where goods are collected by the Purchaser (2) from, the Seller's (1) premises, the Seller (1) shall in no circumstances be responsible for any collection vehicle or container used by the Purchaser (2), their suitability or condition nor liable for any damage or loss resulting from their use. The "point of delivery" for goods delivered by the Seller (1) shall be the point at which the Goods are signed for by the Purchaser (2). The point of delivery for goods collected by the Purchaser (2) from the Seller (1) shall be the point at which the goods are placed on the Purchaser's (2) transport or picked up by the Purchaser (2) and signed for by the Purchaser (2) or the Purchaser's (2) carrier or agent.

## 10. Deliveries to Site

All deliveries to site (any address other than the Purchaser's (2) billing address) will be handled on the same terms as described in section 9.

## 11. Special Deliveries

The Purchaser (2) can, by prior agreement, arrange for a special delivery within the UK Mainland (excluding all islands) as follows:

- Express Delivery (next working Day)**  
The Seller (1) will aim to deliver the goods to the Purchaser (2) within 48-hours of confirming the Purchaser's (2) order. Orders received by 3pm between Monday and Friday will be despatched by the Seller (1) the same day using a third party Carrier (5) service, for delivery to the Purchaser (2) the next working day between 09:00 and 18:00 (excludes Saturdays, Sundays and public holidays).
- Express Delivery (before 10:30 next working day)**  
The Seller (1) will aim to deliver the goods to the Purchaser (2) within 48-hours of confirming the Purchaser's (2) order. Orders received by 3pm between Monday and Friday will be despatched by the Seller (1) the same day using a third party Carrier (5) service, for delivery to the Purchaser (2) the next working day before 10:30 (excludes Saturdays, Sundays and public holidays).
- Express Delivery (before 09:00 next working day)**  
The Seller (1) will aim to deliver the goods to the Purchaser (2) within 48-hours of confirming the Purchaser's (2) order. Orders received by 3pm between Monday and Friday will be despatched by the Seller (1) the same day using a third party Carrier (5) service, for delivery to the Purchaser (2) the next working day before 09:00 (excludes Saturdays, Sundays and public holidays).
- Express Delivery (before 09:00 next working day)**  
The Seller (1) will aim to deliver the goods to the Purchaser (2) within 48-hours of confirming the Purchaser's (2) order. Orders received by 3pm between Monday and Friday will be despatched by the Seller (1) the same day using a third party Carrier (5) service, for delivery to the Purchaser (2) the next working day before 09:00 (excludes Saturdays, Sundays and public holidays).

## e. Saturday Delivery (for Express Delivery orders placed on a Friday)

For orders received and confirmed by the Seller (1) on a Friday before 3pm where next day delivery is required. This will be sent via a third party Carrier (5) and should be received by the Purchaser (2) before 12:00 noon on the next Saturday

## f. International Delivery (non-UK Mainland i.e. not England, Scotland or Wales) phone for a quotation.

To each delivery address outside the UK Mainland (meaning Scotland, England & Wales, but excluding Northern Ireland and all islands), charges will be agreed by the Seller (1) with the Purchaser (2) at the time of ordering prior to confirmation being sent to the Purchaser (2). Please call 0845 643 4601 for a quotation and a firm delivery date.

## g. Restricted Delivery Service to Selected Postal Codes on the UK Mainland

Special deliveries to certain postal code districts on the UK Mainland are restricted in terms of the level of express delivery service available in these areas. Where the Purchaser (2) requires the Seller (1) to deliver the Goods to one of these postal districts, the Seller (1) undertakes to inform the Purchaser (2) of any timed express delivery restrictions that would affect the time of deliver to the Purchaser (2) in advance of acknowledging the Purchaser's (2) order.

## 12. Unsuccessful Deliveries

If the delivery address is unoccupied at the time of attempting delivery. The Seller's (1) appointed Carrier (5) will leave a card notifying the Purchaser (2) that a delivery attempt has been made. A second attempt at delivering the Goods will be made on the next working day (excludes Saturdays, Sundays and Public Holidays) without additional charge by the Seller (1). After two failed attempts at delivering the Goods to the Purchaser (2) the Carrier (5) will hold the Goods at their depot, the Purchaser (2) will be given the option of collecting the goods from the Carrier's (5) depot or requesting further delivery attempts from the Seller (1) at additional cost. If no action is taken by the Purchaser (2) to take possession of the Goods following two failed delivery attempts by the Carrier (5), the Goods will be returned by the Carrier (5) to the Seller (1) and additional delivery charges will apply.

## 13. Failure to Deliver or Failure to Deliver on Time

The Seller (1) can accept no responsibility for circumstances arising from the failure of the Carrier (5) to deliver goods or to deliver by an agreed time. For late deliveries the Purchaser (2) shall be responsible for noting the actual time of the delivery upon the Carrier's (5) point of delivery documentation, prior to signing for the Goods so that the Seller (1) may prove the Carrier (5) to be at fault for the late delivery and seek compensation. Where it can be proved that the Carrier (5) was at fault, the only compensation that can be paid to the Purchaser (2) by the Seller (1) will be the costs of the carriage charged to the Purchaser (2) by the Seller (1). Failure to note the time of delivery on the point of delivery document by the Purchaser (2) will result in no claim for compensation being admissible by the Purchaser (2) to the Seller (1). It is the Purchaser's (2) responsibility to order the Goods in good time for their site requirements.

## 14. Stock Levels

The Seller (1) undertakes to hold sufficient stock of all product lines offered on the Seller's (1) websites and in the Seller's (1) printed literature to meet the Purchaser's (2) demands for Express Deliveries, based upon the anticipated net monthly spend information given by the Purchaser (2) in this application for a credit account. In circumstances whereby the Seller (1) is out of stock of any item, this will be pointed out to the Purchaser (2) at the time of ordering, prior to the Seller (1) confirming the order with a written acknowledgement. Wherever possible the Seller (1) will undertake to make special arrangements to meet the Purchaser's (2) requirements.

Orders for stock items that cannot, for whatever reason be fully completed and shipped within the required timescales of the Purchaser (2) by the Seller (1) will be partially shipped by the Seller (1). Out of stock items will then be shipped to the Purchaser (2) by the Seller (1) on the day the Seller (1) receives stock from its manufacturer, at no extra charge to the Purchaser (2), using Express Delivery (next working day). Alternatively the Purchaser (2) will be given the option of a partial credit by the Seller (1) to the value of the Goods that the Seller (1) is unable to despatch in time.

## 15. Return of Goods

Goods supplied against an official purchase order may only be returned if faulty or if they do not conform to contract. Any request to return goods must be made in writing by the Purchaser (2) to the Seller (1), upon which the Seller (1) will issue a return number to the Purchaser (2) to be quoted upon all returned goods documentation. The supply of a return number to the Purchaser (2) by the Seller (1) does not constitute an acceptance by the Seller (1) to provide the Purchaser (2) with a credit. Credit will only be given once we have received back and approved the goods as faulty, or after resolution if contract of sale is in question. All goods returned by the Purchaser (2) to the Seller (1) must be returned with the original packaging and be in original condition. The Seller (1) is not liable for re-imbursement of the Purchaser's (2) original and return shipping costs as part of any refund that may be offered. The Seller (1) reserves the right to charge the purchaser (2) a 10% re-stocking and handling charge, should a refund be granted.

## 16. Claims for Damaged Goods

All deliveries must be inspected for visible damage by the Purchaser (2) prior to acceptance. Any damage must be noted by the Purchaser (2) on the documentation held by the Carrier (5). All deliveries should be unpacked by the Purchaser (2) as soon as possible, and any concealed damage must be reported in writing to the Seller (1) within 72 hours of receipt of the Goods. The Seller (1) will not entertain any claims made after this date, and in the absence of written advice from the Purchaser (2) within this time limit the Goods shall be deemed to have been delivered complete and in a satisfactory condition and the risk transferred to the Purchaser (2).

## 17. Title to the Goods

All goods remain the property of The Seller (1) until paid for in full by the Purchaser (2) subject to the terms laid out in clause 2 of this contract, governed exclusively by the Laws of England. In the period from the delivery of the Goods down to such payment the Purchaser (2) holds the Goods as a Bailee for the Seller (1) and undertakes to store the Goods in such a way as they may be clearly identified as the property of the Seller (1).

Should payment of any invoice become overdue or should the Purchaser (2) become insolvent, go into liquidation, have a winding up order made against it or have an administrator or administrative receiver appointed over its assets, income or any part thereof or enter into an arrangement with its creditors, all sums owed to the Seller (1) shall become immediately due and payable and the Seller (1) shall be entitled to recover and resell the Goods the property in which remains vested in it and may enter upon the Purchaser's (2) premises for that purpose.

When a product is hired, the goods remain the property of the Seller (1) and should be returned on the date specified. Should the goods not be returned by this date by the Purchaser (2) The will charge for a further one week's hire charges, and will continue to do so each week until the goods are returned by the Purchaser (2).

## 18. Seller's (1) Warranty

All goods supplied by the Seller (1) carry the manufacturer's warranty, and it is the responsibility of the Purchaser (2) to register the warranty directly with the manufacturer and ensure that it is not invalidated in any way. This is a 'back to base' warranty therefore the seller will not cover any costs involved in returning the goods.

## 19. Purchaser's (2) Warranty

The Purchaser (2) undertakes to provide adequate and proper facilities for the reception and storage of the Goods and warrants that those facilities comply with all relevant statutes and regulations (including health & safety regulations) and that all necessary permits and licences have been obtained.

## 20. Installation

The Seller (1) can, by prior arrangement, provide a written quotation to install the Goods, if requested to do so by the Purchaser (2). Separate terms and conditions of sale will be agreed, by the Seller (1) with the Purchaser (2) for each individual installation service undertaken by the Seller (1), under a separate contract to this one. Products should only be installed by the Purchaser (2) using the materials and methods recommended by the Seller (1). The use of other, non approved materials and methods will invalidate any product warranty.

## 21. Change In Product Specification

The Seller (1) works closely with its suppliers on continuing product enhancements and development. The Seller (1) reserves the right to modify the specification of products on sale without prior notification.

## 22. Errors & Omissions

Any errors contained in the Seller's (1) price list, website, acknowledgement or invoice shall be rectified by the Seller (1) when discovered, and notified to the Purchaser (2). The Purchaser (2) and the Seller (1) shall have the option to settle any outstanding amounts or cancel the order.

## 23. Patents & Copyright

Many of the products in the Seller's (1) product portfolio are protected by patents or design copyrights owned by the Manufacturer. All information may only be reproduced with the written permission of the Seller (1). The Purchaser (2) shall not, in selling its products or promoting the sale thereof, make any reference to any of the Seller's (1) trademarks or brand names without the Seller's (1) written consent. All of the Seller's (1) brochures catalogues and other written material, including these terms are protected by copyright. The Purchaser (2) will not copy or reproduce the Seller's (1) written material.

## 24. Liability

The Company accepts no liability for matters arising from, or contributed to by, the installation of the Seller's (1) products by the Purchaser (2) or the Purchaser's (2) client.

## 25. Passing of Risk

The risk in the Goods shall pass to the Purchaser (2) at the "point of delivery" as defined in clause 9 above.

## 26. Force Majeure

Neither the Seller (1) nor the Purchaser (2) shall be responsible for any failure to fulfil any term of the contract, if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever which are not within the control of the Seller (1) or the Purchaser (2).

## 27. Proper Law

The construction, validity and performance of this contract shall be governed by the law of England.