



Grantham Book Services



Transworld Publishers



The Book Service Ltd

### APPLICATION FOR CREDIT FACILITIES & AGREEMENT TO TERMS & CONDITIONS OF SUPPLY

**PLEASE NOTE:**

All completed applications must be accompanied by official company letter headed paper

COMPANY NAME: \_\_\_\_\_

TRADING NAME:  
(IF DIFFERENT) \_\_\_\_\_

ADDRESS FOR STATEMENT

ADDRESS FOR INVOICE / DELIVERY  
(IF DIFFERENT)

POSTCODE	POSTCODE

CONTACT NAME: \_\_\_\_\_ TEL NO: \_\_\_\_\_  
 FAX NO: \_\_\_\_\_ EMAIL: \_\_\_\_\_

IS YOUR BUSINESS:  SOLE TRADER  PARTNERSHIP  PLC  LTD CO

CO. REGISTRATION NO: \_\_\_\_\_ VAT NO: \_\_\_\_\_

HOW LONG HAVE YOU BEEN TRADING?  UNDER 1 YR  1-2 YRS  2-5 YRS  5-10 YRS  10+ YRS

HAVE YOU TRADED WITH US BEFORE?  YES  NO

IF YES, UNDER WHAT NAME? \_\_\_\_\_

HOME ADDRESS OF OWNER(S)/PARTNER(S)

HOME ADDRESS OF OWNER(S)/PARTNER(S)

POSTCODE	POSTCODE

DO YOU HAVE ANY OTHER DIRECTORSHIPS?  YES  NO

IF YES, PLEASE STATE (1) \_\_\_\_\_ (2) \_\_\_\_\_

PLEASE GIVE TWO TRADE REFERENCES (INCLUDING TEL NO, FAX NO. AND A/C NO.)

1) _____
2) _____

PLEASE STATE PREFERRED DESPATCH METHOD:

 POST AIRFREIGHT SEAFREIGHT PALLET CARRIER

EXPORT ONLY, SHIPPERS NAME AND ADDRESS (IN UK):

	POSTCODE

**PLEASE NOTE:** If shipper is not specified, we shall despatch all goods via surface post which will cause delays and this is therefore not recommended.

HOW MANY MONTHS SHOULD DUES BE RECORDED? (MAX 12 MONTHS)

 BACKLIST NOT YET PUBLISHED

MONTHLY CREDIT LIMIT REQUIRED:	£
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All orders are accepted in accordance with the current terms and conditions of supply of The Book Service Limited, Grantham Book Services and Transworld Publishers (a division of The Random House Group Ltd), a copy of which the customer acknowledges having received with this application form. By placing an order the customer specifically agrees to the collation, manipulation, sorting, processing and deletion of data in terms of provision 10.2 of those terms and conditions.

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

POSITION IN COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPLICATION FOR CREDIT FACILITIES MAY BE DENIED OR WITHDRAWN BY THE COMPANY AT ANY TIME. THIS APPLICATION WILL ONLY BE CONSIDERED IF THIS FORM IS COMPLETED IN FULL AND IS ACCOMPANIED BY YOUR LETTER HEADED PAPER.**

**Please return completed form to:  
TBS CREDIT SERVICES DEPARTMENT, FRATING DISTRIBUTION CENTRE, COLCHESTER ROAD,  
FRATING GREEN, COLCHESTER, ESSEX. CO7 7DW FAX : 01206 256051**

<b>PUBLISHER USE ONLY</b>			
DISCOUNT	_____	REPRESENTATIVE	_____
MULTIPLE CODE	_____	ZONE/PRIORITY	_____
PUBLISHER	_____	AUTHORISED SIGNATURE (PUBLISHER)	_____
NAME	_____	DATE	_____

<b>FOR TBS USE ONLY</b>				
Prime	_____	Brick	_____	
Carrier	_____	Route	_____	
Account No.	_____		Date Opened	_____
Opened By	_____	Date Opened		_____

# **THE BOOK SERVICE LIMITED**

## **GRANTHAM BOOK SERVICES**

**TRANSWORLD PUBLISHERS, a division of The Random House Group Ltd**

### **Terms and Conditions of supply**

#### **1. INTRODUCTION:**

1.1 These are the terms and conditions on which The Book Service Limited Grantham Book Services and Transworld Publishers (a division of The Random House Group Ltd) supply Goods to Customers on and after 1st February, 2003 until further notice. They override any terms and conditions issued by the Customer and orders for goods are accepted on this basis.

1.2 No variation or amendment of them or oral promise or commitment related to them shall be valid unless in writing bearing the original signature of a director of the supplier.

1.3 These terms and conditions only grant rights and benefits to Customers in connection with a specific contract for the sale and purchase of Goods.

#### **2. DEFINITIONS AND INTERPRETATION:**

2.1 In these terms and conditions the following words shall have the following meanings:

**Carrier** the deliverer of Goods to the Customer

**the Company** the supplier of Goods in accordance with these provisions, being The Book Service Limited (also trading as Grantham Book Services) and Transworld Publishers (a division of The Random House Group Ltd), both of 20 Vauxhall Bridge Road London SW1V 2SA or either of them as the context may require. The Company acts as a del credere agent on behalf of the Publisher

**Customer** any person placing an order for Goods

**Goods** books, printed sheets and cards, magazines, records, selling aids and any media on which material or data is electronically, magnetically or optically recorded and each and every item offered for sale by a Publisher in the course of its business and in respect of which the Company acts as distributor

<b>UK and Ireland</b>	England, Wales, Scotland, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Eire
<b>these provisions</b>	these terms and conditions of supply and reference to a provision by number is a reference to the provision so numbered in these terms and conditions
<b>Publication Date</b>	in respect of any Goods the date shown on the corresponding invoice or despatch documentation as being the first date upon which they may be sold or otherwise dealt with by the Customer
<b>Publisher</b>	a publisher of Goods who authorises the Company to distribute Goods published by it
<b>Returns</b>	Goods the Company authorises the Customer to return or to make available for collection in accordance with provision 6

- 2.2 The singular includes the plural and vice versa, words implying one gender shall include all other genders and person means any natural person and any firm partnership joint venture or company.
- 2.3 Time shall be of the essence in interpreting any provision that imposes a right or obligation to do something within a stated period of time.

### **3. CONTRACT:**

- 3.1 General literature, advertisements and announcements and the seeking of orders from Customers for Goods are invitations to treat and are not offers of any description.
- 3.2 The Company is the agent of the Publisher for the purposes of agreeing or refusing credit facilities for Customers, receiving, accepting or rejecting orders for Goods, arranging delivery and return of Goods, collecting payment for Goods, and allowing applicable credits.
- 3.3 The placing by a Customer of an order for Goods is its offer to purchase them in accordance with these provisions. Orders may be placed by telephone, facsimile, e-mail, completing an order form, and electronic data transmission to the Company or any of its authorised agents.
- 3.4 The Carrier is the agent of the Company except if provision 8 applies.
- 3.5 The Customer's offer is accepted when and to the extent that Goods corresponding in description to the Customer's order are consigned for delivery.

- 3.6 The contract created by the offer and acceptance is a contract for the purchase by the Customer of Goods from their Publisher, for the delivery of those Goods to the Customer and for the payment by the Customer to the Company of the price for them, all on and subject to these provisions.
- 3.7 Each order for Goods of a single description is a separate offer and the Company may accept or reject all or some of a group of such orders sent at the same time.
- 3.8 The Company may refuse the Customer's offer if:
  - 3.8.1 the Customer is in breach of any of these provisions or of any other contract between it and the Company or any Publisher, or
  - 3.8.2 the Company has reasonable grounds to believe the Customer is or is likely to become unable to pay its debts as they fall due, or
  - 3.8.3 the Goods are no longer in production, or
  - 3.8.4 the Customer has a history of making frequent Returns on the grounds that it cannot sell Goods, or
  - 3.8.4 the order falls below any minimum order volume or value limits from time to time applied by the Company or the Publisher as a matter of commercial policy.
- 3.9 The Company may delay delivery to the Customer until on or after a date specified by the Publisher of the Goods in question. The Company shall give the Customer notice of such circumstances as soon as may be practicable.
- 3.10 If the Company cannot deliver ordered Goods immediately or at all by reason of insufficient quantities being available, it may accept the Customer's order to the extent that it can deliver them. In that event the Customer will accept delivery of the Goods delivered.
- 3.11 The Company will use its reasonable endeavours to deliver Goods within the time specified in any promotion and otherwise within 30 days after the date of the Customer's order.
- 3.12 Any dates quoted by the Company for the delivery of Goods are approximate only. The Customer acknowledges that in the performance expected of the Company no regard has been had to any quoted delivery dates.
- 3.13 The Company may in its discretion deliver Goods by instalments in any sequence. If the Company exercises this right, no default or failure on its behalf in respect of any one or more instalments shall affect the contract for Goods of the same description.
- 3.14 The Customer agrees with the Company that it:

- 3.14.1 will not sell, make available for purchase, lend or otherwise dispose of Goods before their Publication Date and then only in their published covers;
  - 3.14.2 will not in any way amend delete or add to the contents of the Goods and their packaging; and
  - 3.14.3 will observe all intellectual property or moral rights asserted in connection with Goods.
- 3.15 the Company shall not at any time be under any obligation to grant or maintain credit facilities for the benefit of the Customer.

#### **4. PRICE AND PAYMENT:**

- 4.1 The price the Customer will pay the Company for Goods is:
- 4.1.1 the Publisher's published gross price per item in force at the date of delivery,
  - 4.1.2 less any discount allowed by the Publisher to the Customer,
  - 4.1.3 plus any applicable small order surcharge for orders filled by the Publisher but which are below its published minimum order volume or value,
  - 4.1.4 plus the cost of complying with any specific delivery requirement of the Customer,
  - 4.1.5 plus Value Added Tax as required by law.
- 4.2 An invoice setting out the price payable for goods ordered will accompany the Goods on despatch with, if applicable, a credit note in respect of Goods ordered but not then despatched.
- 4.3 All invoices for Goods are payable in full without deduction or counterclaim in accordance with the provisions of any credit facility then in force between the parties. If there is no such credit facility invoices must be paid by no later than the last business day in the calendar month following that containing the date of the invoice.
- 4.4 If the Customer disputes the amount of an invoice it must raise the dispute in writing to be received by the Company no later than 14 business days after the date of the Company's invoice.
- 4.5 If the Customer does not make a payment on due date all indebtedness of the Customer to the Company, whether then due for payment or not (but for this provision) shall immediately become due and payable and shall bear interest on a daily basis from due date until the date of irrevocable receipt of payment

in full as well after as before judgment at the rate of 3% above the minimum lending rate of the Company's bankers.

- 4.6 The amount of any credit note issued to the Customer shall fall due for settlement on the date by which the Customer would be obliged to pay an invoice bearing the same date.
- 4.7 The Company may claim for the Price of Goods even if title to them has not passed to the Customer.
- 4.8 All payments in respect of Goods supplied by Transworld Publishers (a division of The Random House Group Ltd) shall be made to and in favour of The Book Service Limited.

## **5. DELIVERY TITLE AND RISK:**

- 5.1 Goods will be delivered to the Customer at the address specified by the Customer at the time of placing the order. If none is so specified they will be delivered to the address specified in the Customer's application for credit facilities. Delivery shall be deemed to take place at the time the Goods arrive at such address or, if provision 8 applies, at the premises of the Customer's nominated shipping agent in England.
- 5.2 If the Customer fails to accept Goods tendered for delivery when tendered or to provide unloading facilities the Company may on giving written notice to the Customer store or arrange for the storage of the Goods. On the service of the notice risk in the goods shall pass to the Customer, delivery of the Goods shall be deemed to have been effected and the Customer shall pay to the Company all its costs and expenses including storage and insurance charges arising from its failure.
- 5.3 Title to Goods shall remain in the Company until all amounts due under the invoice for them and all prior invoices have been paid in full.
- 5.4 Until title passes to the Customer it shall hold the Goods as bailee for the Company and their Publisher and
  - 5.4.1 shall keep the Goods in its possession and control, intact and in good condition and in accordance with provision 6, and
  - 5.4.2 shall not dispose of, charge or encumber the Goods or any of them except that the Company licenses the Customer to sell the Goods on an arm's length basis for financial consideration in the ordinary course of the Customer's business. Such licence may be terminated by the Company or the Publisher at any time before the passing of title. The Customer grants licence to the Company and the Publisher to enter onto the Customer's premises (or on to any other premises where the Goods are kept) for the purpose of retrieving them.

- 5.5 The Customer shall obtain the agreement any of its creditors having security over its assets to the exclusion of Goods from the scope of such security.
- 5.6 All Goods are at the risk of the Customer from the time of delivery. If the Customer has agreed that it will collect Goods from the Company, those Goods shall be at the Customer's risk from the time they leave the Company's premises.

## **6. RETURNS:**

- 6.1 The Customer acknowledges that no warranty or representation is or has been made to the Customer that Goods will sell in the quantities ordered by the Customer or at all.
- 6.2 The Customer agrees with the Company that the Customer shall only have the right to accept or reject Goods and it shall have no other legal right or remedy by virtue of any defect in them.
- 6.3 The Customer's right to reject shall only exist in the case of and to the extent of:
  - 6.3.1 quantities delivered in excess of those ordered; and
  - 6.3.2 Goods that are physically defective on delivery to such an extent that they could not reasonably be sold other than at a discount below the Customer's anticipated price or at all.
- 6.4 If the Customer seeks to reject Goods it must give notice of the fact to the Company in writing by letter, facsimile or e-mail transmission to be received by the Company no later than 14 business days after delivery of the Goods. The notice must include the original order and invoice numbers, specify the Goods to which the notice relates by title and number of copies affected and contain a detailed description of why the Customer considers it is entitled to reject the Goods.
- 6.5 The Company shall reply to the Customer's notice by letter, facsimile or e-mail to be received by the Customer no later than 14 business days after it received the Customer's notice. The reply must state whether the validity of the Customer's notice is accepted or, if not, the grounds upon which it is rejected. It must state either that it requires the Goods to be returned by a specified means or to be made available for collection by or on behalf of the Company on a specified date.
- 6.6 If the Company agrees Goods may be returned, the Returns must be accompanied by the Company's written reply. Returns shall be returned or made available for collection in their individual entirety and not in part or parts only unless otherwise authorised by the Company.

- 6.7 Returns shall be at the risk of the Customer until received by the Company or (if they are to be collected) the earlier of 14 days after delivery to the Customer and the date on which the Company shall have specified the Returns will be collected.
- 6.8 The Company shall issue to the Customer a credit note for the invoiced price of Returns within 14 business days after the date of its agreement to the Company's request to make the Returns.
- 6.9 If Goods are returned or rejected otherwise than in strict conformity with this provision the Company shall be entitled to dispose of them or return them to the Customer (in each case at the cost and risk of the Customer) and no credit shall be allowed in respect of them.
- 6.10 If a Publisher authorises the Customer in writing to return Goods the Customer may return them to the Company at the Customer's risk and expense in accordance with such authorisation, which must accompany the Returns. Subject to receipt by the Company of the Returns and authorisation the Company will issue a credit note to the Customer within 14 business days after the date of such receipt. The credit note will reflect the title and quantity of the Goods authorised by the Publisher to be returned, or, if less, the Goods actually received by the Company.

## **7. LIABILITY:**

- 7.1 The Company shall not be liable to the Customer or any purchaser of Goods from the Customer in respect of any loss or damage arising as a result of any:
- 7.1.1 breach by Goods of any applicable criminal or civil law or intellectual property or moral right in them, or
  - 7.1.2 defect in Goods other than their physical condition, or
  - 7.1.3 Goods not being reasonably fit for any express or implied purpose, or
  - 7.1.4 contamination or corruption of computer hardware or software or data occurring as a result of operation of the Goods or any of them or as a result of any electronic data communication by or to the Customer.
- 7.2 The Company shall not be liable for any penalty loss injury damage or expense (including loss of profit on subsequent sale of the Goods) arising from any delay or failure on the part of the Company to deliver Goods by a particular date or at all. Nor shall any such delay or failure entitle the Customer to refuse to accept delivery or performance of or repudiate the contract for the Goods in question.

## **8. CUSTOMERS OUTSIDE THE UK AND IRELAND:**

- 8.1 In the case of all Goods to be delivered to an address outside the UK and Ireland the following paragraphs of this provision shall apply.
- 8.2 The Goods shall be delivered on such export terms as shall be agreed at the time of the order to the extent they are not inconsistent with these provisions, which shall prevail in any event.
- 8.3 The Company shall only be obliged to deliver Goods by Carrier to the Customer's nominated shipping agent within England.
- 8.4 The Customer shall be responsible for and shall indemnify and keep indemnified the Company in respect of any and all taxes, imposts and Government impositions payable in respect of the Goods by virtue of their export from England and their import elsewhere.

## **9. GOVERNING LAW:**

- 9.1 These provisions shall be governed by and construed in accordance with the laws of England.

## **10. DATA PROTECTION:**

- 10.1 The Customer and the Company agree and acknowledge that they deal with Goods in the course of their businesses, that the Company needs to be able to assess and monitor the Customer's ability to remain solvent and to pay for, market and sell Goods supplied to it and to discharge its obligations generally to the Company, and to assist the Company in carrying out such assessments and monitoring it needs to seek, acquire, collate, manipulate, process, delete and act upon data relating to the Customer.
- 10.2 The Customer authorises and instructs each Company to:
  - 10.2.1 apply to such persons for such data and at such times as the Company shall consider prudent concerning the Customer, its business, financial standing, trading history and its assets and liabilities;
  - 10.2.2 to receive, retain, record and duplicate all responses to each such application in such form format and medium as the Company shall consider prudent;
  - 10.2.3 to create data recording all the Customer's orders for Goods, their value and volume, compliance or otherwise with applicable credit or payment terms and these provisions and all Returns;
  - 10.2.4 to collate, manipulate, sort, process and delete all such material in such manner as the Company shall consider prudent and to record all decisions made by it in relation to the Customer; and

- 10.2.5 do each and every one of the foregoing in respect of each director of the customer (being a company) and each partner in it (being a partnership) and each participant in it (being a joint venture or other unincorporated association).
- 10.3 The Customer consents to any action undertaken by the Company in terms of provision 10.2 before 1st February, 2003.
- 10.4 The Company agrees with the Customer that in the exercise of each and every one of the foregoing functions it will observe the principles set out in Schedule 1 to the Data Protection Act 1998.
- 10.5 The Company will on payment of such fee and at such intervals and in such format as may be prescribed by statute, supply the Customer with a copy of any and all data it holds relating exclusively to the Customer.

*Edition date: 1<sup>st</sup> February 2003.*