



Beckery Road  
Glastonbury  
Somerset  
BA6 9NX  
Tel: (01458) 833186  
Fax: (01458)835320

**APPLICATION FOR ACCOUNT FACILITIES AND CONTACT DETAILS.**

**A. General Information**

Company Name.....

Trading Address.....  
.....  
.....

Sole Proprietor/Partnership/Limited Company  
(Delete as applicable)

Telephone No.....

Fax No.....

Email  
Address.....

Name of Sales Contact.....

Name of Accounts Contact.....

VAT No.....

Amount of Monthly Credit Requested.....

**B. Proprietor/Partners/Directors/Details**

(Please continue over if insufficient space)

Name (s).....  
Private  
Address .....

.....  
.....  
.....

Tel. No. (s).....



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**Account application form continued:-**

**C. Limited Company Details (If applicable)**

Company Name .....

Registered Office .....  
 .....  
 .....

Registered Number .....

**References**

Bankers.....

Branch Address.....  
 .....  
 .....

Account No.....

Sort Code.....

Trade Reference 1.....

Address.....  
 .....  
 .....

Contact Name.....

Trade Reference 2.....

Address.....  
 .....  
 .....

Contact Name.....

**D. Enquiry Source**

How did you here about Batmink Ltd?.....  
 .....



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## **TERMS AND CONDITIONS OF SALE**

Batmink Ltd are suppliers of Professional Sound and Lighting Products. These products are designed to be used by "Professionals" or for "Professional Use", they are not supplied for Domestic use or purpose. A "Professional" is a user who intends to use the goods as tools for his trade for financial reward or resale.

Customers fall into the following categories:-

- a) Disc Jockeys (Retail sales only)
- b) Nightclubs (Retail sale only)
- c) Pubs and Places of Entertainment (Retail sale only)
- d) Retail Shops (Trade sales)
- e) Installation Companies (Trade sales)
- f) Production Companies (Trade sales)

### **1. ACCEPTANCE OF ORDERS**

All orders for goods are placed by the Customer and accepted by Batmink Limited (hereinafter called Batmink) subject to any delay occurring in manufacture or delivery whether such delay is caused by circumstances over which Batmink has control or otherwise. Batmink has the right to enter, in whole or in part, any or all orders received and shall not be liable for any loss or damage resulting from its failure to supply goods ordered.

### **2. PART DELIVERIES**

Part deliveries shall be permitted and each part delivery or instalment of goods ordered shall be deemed to be sold under a separate contract.

### **3. CLAIMS FOR DAMAGED GOODS AND SHORTAGES**

- a. Batmink shall not be liable for loss or damage to any goods (howsoever occasioned) which have been delivered to the Customer or to any carrier or agent acting for the Customer.
- b. As a condition precedent to recovery for a shortage in, damage to or loss of any goods, every claim for such alleged shortage or loss must be made by the customer within 7 days.
- c. All stock loaned to a customer for whatever purpose, will be the sole responsibility of the customer and any loss or damage will be charged in accordance with the prices and conditions ruling at the time Batmink is informed of the loss or damage.
- d. Batmink Ltd will not be liable if the customer has signed for the goods "Received in Good Condition", it is the responsibility of the customer to check deliveries and if there is not enough time, then they must sign unchecked.



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#### **4. PRICES AND SPECIFICATIONS**

Batmink reserves the right to alter any prices or the specifications, types or models of goods at any time and all goods are sold subject to prices and conditions ruling at the time of delivery. The entering of an order by Batmink shall not be construed as its acceptance of such order at any particular price. Batmink prices of goods exclude delivery to the Customer's premises unless otherwise expressly stated. If a settlement discount is offered by Batmink, the Customer will only take such discount if the invoices on which the discount is offered are paid by their due dates.

#### **5. ADVANCE REPLACEMENTS**

a. All advance replacement items will be invoiced and credit against any item will be given upon the receipt by Batmink of the faulty item for which the replacement has been provided.

b. Account Customer can receive advance replacements prior to the return of the faulty unit, these will be invoiced and a credit will be issued on receipt of the faulty item subject to it being returned in original non damaged packaging.

**Non 30 day account customers must return the faulty item in advance of a replacement unit being dispatched.**

#### **6. TITLE TO GOODS**

a. The risk in the goods shall pass to the customer on receipt of the goods by the customer.

b. Ownership of the goods shall remain vested in the seller and legal and equitable title shall not pass to the Customer until all goods have been paid for in full. However, the value of goods on which Batmink hold retention of title will at any time not exceed the amount owed to the Batmink by this Company.

Until such payment the Customer shall hold the goods in a fiduciary capacity as Baillie for the Seller.

c.

i. The buyer shall be able to sell the goods in the ordinary course of its business before the legal title in the goods has vested in the Customer on the following conditions:-

ii. If the Customer sells the goods, the proceeds of such resale shall be held by the customer in a fiduciary capacity on trust for the Seller and the Customer shall have no beneficial interest therein and the Customer shall if so required by the Seller further place the same in a separate designated bank account.

iii. If the Customer sells any goods to which the goods have been affixed or to which they have been incorporated that part of the proceeds of such sale as represents the unpaid price of the goods shall be held in trust for the Seller and, if so required by the Seller, shall be placed in the separate designated bank account.



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## **6. Title of Goods continued:-**

d. The seller may revoke the Customers aforesaid right to sell by written notice to the Customer if the Customer is in default to payment of any sums whatsoever due to the Seller or if any bills of exchange, cheques or to her negotiable instruments drawn or accepted by the Seller in its favour are dishonoured on presentation for payment. Upon any such revocation of the right to sell, the Customer shall permit the Seller peaceably to enter the Customer's premises for the purpose of removing all the goods which have not been paid for.

e. The Customers aforesaid right to sell shall automatically cease if the Customer suffers an execution to be levied on his goods or has a receiving order in bankruptcy made against him, or if the Customer consists of one or more individuals, if any such individual enters into a composition or arrangement for the benefit of his creditors or has a receiving order in bankruptcy made against him or if the Customer, being a body corporate has a receiver or administrative receiver or manager appointed or if a petition is presented or a resolution is passed for the winding up of the Customer (otherwise than for the purposes or reconstruction or amalgamation).

f. Batmink shall be entitled to charge interest at 2.5% per month or part month on any and all amounts overdue for payment.

## **7. INSTRUCTION FOR USE**

The Customer will bring to the attention of those who use goods all instructions provided by the Seller on their use (including precautions to be taken) and will to the best of his ability ensure that they have the necessary skill and understanding in respect of their use. The Customer will be deemed to have undertaken their duties in this regard if they have instructed the purchaser verbally about the operation of the product and have passed on to the purchaser the information on operation provided by Batmink and/or its supplier.

## **8. WARRANTY AND GUARANTEE**

a. All goods sold are covered by manufacturers warranty, the time of this warranty varies and the seller should check the warranty period when ordering.

b. Batmink offer the purchaser an exchange for new or cash refund policy for any product which fails within the first seven days from purchase, on the understanding that the product is returned in the original condition supplied.

c. New product or warranty goods if found faulty must be returned to Batmink at the purchasers expense. A repair or replacement (see condition b above), will be returned at Batmink's expense.

d. All returns must obtain a return number by telephoning Batmink prior to dispatch of goods.

e. Account customers can obtain advance replacements prior to return of the faulty items, these units will be invoiced and a credit issued on receipt of faulty goods, subject to goods being returned in the original condition supplied (see condition b). Non account customers must return the faulty item in advance of a replacement.



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**Warranty and Guarantee continued:-**

- f. All mixers warranty excludes crossfaders. Loudspeakers and diaphragm warranty will only be covered when the faulty unit has been checked by the manufacturer, and the damage is not caused by overdriving. A credit will then be issued.
- g. Proof of purchase of any returned warranty item must be given by the purchaser this includes the original invoice number and date of purchase.
- h. Batmink Ltd shall not be liable for any loss incurred by the purchaser resulting from equipment returned for repair or replacement.
- i. Batmink Ltd are only liable for warranty and guarantee for goods supplied by the company. Warranty repairs carried out for goods not supplied by Batmink Ltd will be chargeable.

**9. EFFECTIVE PERIOD**

The foregoing Terms and Conditions of Sale shall apply to all orders from the Customer which are accepted by Batmink after 1st January 1992 and shall remain effective until superseded by the issue by Batmink of subsequent Terms and Conditions of Sale.



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### **Shipping Direct to Third Parties.**

We are able to offer the service of shipping direct to third parties on the following conditions:-

Our carriers are TNT Express Ltd, they will only deliver to business addresses, this is due to a signature being required when the goods are delivered, unfortunately with private addresses there are occasions when no one is present and they are therefore unable to deliver. This is the policy of TNT Express. We in turn can therefore NOT deliver to private addresses.

When goods are delivered to a third party we require a fax, confirming the address details which must include the postcode and a contact telephone number.

The following conditions apply:-

1. Batmink Ltd can not be held responsible for miss delivery or claims from the third party.
2. For damaged goods or faulty goods delivered to a third party, the responsibility for collection is with yourself to arrange the safe return in the condition supplied, this includes all original packaging, instruction manuals and leads.
3. We are unable to offer collections from third parties.
4. All goods must be signed for when delivered and the customer must check the correct number of cartons are delivered and the goods are delivered in good condition. NOTE: It is the responsibility of the recipient to check the goods on arrival and to be satisfied that the goods are in good working order. If the goods have been damaged in transit then they must signed either "unchecked" or "damaged".

### **NOTE: IF PAYMENT IS BEING MADE BY CREDIT CARD.**

If your client has paid you by credit card, goods can **only** be delivered to the cardholders address, we can not be held responsible for checking this information if you arrange for delivery direct to your customer. The credit card company will claim the money back from you for up to three months after the initial transaction if any discrepancy occurs or the cardholder denies ever ordering the goods.

If you wish for your own carrier to collect we are able to offer this service. Please advise us by fax of the customers address and postcode.