



# ACCOUNT APPLICATION FORM

PLEASE FILL IN THIS FORM & FAX BACK TO 01924 404 464  
OR EMAIL: [finance@highgrovebeds.co.uk](mailto:finance@highgrovebeds.co.uk)

## Love Your Sleep

Legal Title of Business:

Trading Title of Business:

Type of Account: Credit  Cash  Business: Ltd  Partnership  Sole Trader

Buying Group (please specify)

Sole Trader / Partnerships  
Name/ Home Address & Tel:

Account Contact:

Sales Contact:

Tel No:

Fax No:

Mobile No:

E-mail address:

Postcode:

Country:

Delivery Address:

Postcode:

Invoice Address:

Postcode:

Company Reg No: \_\_\_\_\_

VAT No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Tel: \_\_\_\_\_

Website: \_\_\_\_\_

Fax No: \_\_\_\_\_

Registered Office

Proprietors Name:

Tel:

Mob:



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## Love Your Sleep

Trade Reference 1

Tel No:	Fax No:
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Trade Reference 2

Tel No:	Fax No:
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Credit Limit Required

£
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Delivery Information/ Special Delivery Instructions/ Opening Times/ Closing Day (if any)

Warehouse Access Suitable for Arctic Vehicles: Yes  No

We no longer accept cheques. Please contact [finance@highgrovebeds.co.uk](mailto:finance@highgrovebeds.co.uk) for our BACS details.  
Please attach a letter head or compliment slip with your application, thank you.

For Office Use Only

Auth. By	Date	Agent	Account No.	Credit Check'd	Credit Limit	Proforma/C.O.D/1in1 out/ 7/14/ 30 Day Account

Other information:-

# CONDITIONS FOR OPERATING AS A RETAILER OF HIGHGROVE PRODUCTS

## BACKGROUND

Highgrove wants to work with the Retailer for the promotion and sale of the Products and the Retailer wants to promote and sell the Products on these Conditions.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Conditions and the Background:

**Brand Guidelines** means any brand guidelines issued by Highgrove which set out Highgrove's requirements for use of the Trade Marks.

**Brochure Range Promotional Images or Images** means the photographs available from the Trade-Only Website, for download and use in strict accordance with these Conditions.

**Conditions** means the terms and conditions set out in this document as amended by Highgrove from time to time.

**Contract** means the contract between Highgrove and the Retailer for the sale, purchase, distribution and resale of the Products in accordance with these Conditions.

**Highgrove** means **HIGHGROVE BEDS LIMITED** trading as Highgrove Beds Group a company incorporated and registered in England and Wales with company number 04531825 who registered address is at Highgrove Beds Group, Headlands Road, Liversedge, West Yorkshire, WF15 6QA UK.

**Highgrove Group Brochures** means the catalogue ranges of Highgrove Products including, but not limited to products under the brands moresleep and Sanctum, available at the Highgrove Website as amended from time to time by Highgrove.

**Highgrove Website** means the website at [www.highgrovebedsgroup.co.uk](http://www.highgrovebedsgroup.co.uk) and any other associated brand link, including but not limited to the brands moresleep and Sanctum.

**Order** means the Retailer's order for the Products as set out in their:

- (i) written order to Highgrove by post at: the above address;
- (ii) faxed order to Highgrove at: +44 (0) 1924 404464;
- (iii) email to Highgrove at: [sales@highgrovebeds.co.uk](mailto:sales@highgrovebeds.co.uk);
- (iv) verbal order by telephone to Highgrove on +44 (0) 1924 406600;
- (v) any online order made via any facilities that may be made available on the Trade-Only Website.

**Products** means the products sold by Highgrove including those set out in the Highgrove Group Brochures including but not limited to products under the brands moresleep and Sanctum and any other products developed by Highgrove and which Highgrove may notify to the Retailer from time to time.

**Store Site** means the high street store space of the retailer.

**Term** means the term of the Contract, as determined in accordance with clause 10.

**Trade Marks** means the trade mark registrations and applications listed in the Brand Guidelines and any further trade marks that Highgrove may, by express notice in writing, permit, or procure permission for, the Retailer to use in respect of the Products.

## CONDITIONS FOR OPERATING AS A RETAILER OF HIGHGROVE PRODUCTS

**Trade-Only Website** means the section of the Highgrove Website that is only accessible by Retailers with a registered Highgrove account and log in details issued by Highgrove or a Highgrove-approved entity.

### 2. BASIS OF CONTRACT AND APPOINTMENT OF RETAILER

- (a) When the Retailer places an Order for Products, this Order constitutes an offer by the Retailer to purchase the Products in accordance with these Conditions.
- (b) Highgrove reserves the right to reject any Order for any reason and the Order shall only be deemed to be accepted when Highgrove issues a written acceptance of the Order, at which point the Contract shall come into existence.
- (c) When the Contract comes into existence, Highgrove appoints the Retailer as its non-exclusive distributor to market, promote, distribute and sell the Products on these Conditions.
- (d) These Conditions apply to the Contract to the exclusion of any other terms that the Retailer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 3. THE RETAILER'S UNDERTAKINGS

The Retailer undertakes and agrees with Highgrove that at all times during the Term it will:

- (a) **Payment** – pay or ensure payment on the due date to Highgrove of all sums due to Highgrove for sales of the Products to the Retailer;
- (b) **Customer service** – provide to customers an excellent after-sale repair and maintenance service in respect of the Products at all times;
- (c) use its best endeavours at all times to provide a high level of customer service in relation to the Highgrove Products and to uphold Highgrove's excellent reputation for quality and customer service;
- (d) **Use of the Images** – not at any time, use the Images in connection or in relation to online sales;
- (e) only use the Images:
  - (i) online, for the sole purpose of identifying itself as a stockist of the Products;
  - (ii) within the geographical area as agreed between Highgrove and the Retailer, for the purpose of advertising and promotion of sales of the Products;
- (f) **Maintain the reputation of Highgrove** – not at any time, to act, trade or conduct business in a way that has the potential to devalue the Highgrove brand or damage or negatively impact the reputation in the Highgrove Trade Marks;
- (g) at all times comply with Highgrove's Brand Guidelines;
- (h) not use any advertising materials, Promotional Images or promotional literature without Highgrove's prior written consent;
- (i) ensure that any website that it uses for the promotion of its business and the sale of the Products, in compliance with these Conditions, complies with the quality standards and criteria that are accepted as the industry standard;
- (j) **Insurance** – insure at its own cost with a reputable insurance company all stocks of the Products as are held by it against all risks which would normally be insured against by a prudent businessman to at least their full replacement value and

## CONDITIONS FOR OPERATING AS A RETAILER OF HIGHGROVE PRODUCTS

produce to Highgrove on demand full particulars of that insurance and the receipt for the then current premium;

- (k) **Indemnity** –indemnify Highgrove on demand against each loss, liability and cost which Highgrove may incur arising out of the breach of the Retailer’s obligations under the Contract; and
- (l) **Compliance** – maintain at its own expense its compliance with all laws and regulations relating to its activities under these Conditions, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

#### 4. USE OF TRADE MARKS AND THE IMAGES

- (a) Highgrove hereby grants to the Retailer the non-exclusive, non-transferable, non-sub licensable royalty-free and fully paid up licence to use the Trade Marks and the Images in the promotion, advertisement and sale of the Products only in accordance with these Conditions.
- (b) The licence at clause 4(a):
  - (i) expressly excludes permission to use the Images in any way in relation to online sales;
  - (ii) permits the Retailer to use the Images in an online capacity only for the purpose of indicating that it is a stockist of the Products; and
  - (iii) permits the Retailer to use the Images within a 25 mile radius of its Store Site for the purpose of advertising and promotion of sales of the Products.
- (c) The Retailer shall market and sell the Products only under the Trade Marks, and not in association with any other trade mark, brand or trade name, except:
  - (i) as permitted in any Brand Guidelines issued by Highgrove and available at the Highgrove Website; or
  - (ii) with prior express written permission from Highgrove, i.e. for the purpose of white label products.
- (d) All representations of the Trade Marks and the Images that the Retailer intends to use shall be submitted to Highgrove for written approval before use and shall not, without the prior express written consent of Highgrove, alter, make any addition to, remove or deface the Trade Marks or any reference to Highgrove or any other name displayed on the Products or their packaging or labelling.
- (e) The Retailer acknowledges and agrees that all rights in the Trade Marks and the Images shall remain in Highgrove, and that the Retailer has and will acquire no right in them by virtue of the discharge of its obligations under these Conditions, except for the right to use the Trade Marks and the Images as expressly provided in these Conditions.
- (f) The Retailer shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity or reputation.
- (g) Each party shall promptly give notice in writing to the other if it becomes aware of: any infringement or suspected infringement of the Trade Marks, the Images or any other intellectual property rights relating to the Products; or any claim that any Product or the manufacture, use, sale or other disposal of any Product whether or not under the Trade Marks or in connection with the Images, infringes the rights of any third party.

## CONDITIONS FOR OPERATING AS A RETAILER OF HIGHGROVE PRODUCTS

- (h) In respect of any matter that falls within clause 4(g) Highgrove shall in its absolute discretion, decide what action to take in respect of the matter (if any) and shall conduct and have sole control over any consequent action that it deems necessary.
- (i) Each party shall, at the request and expense of the other, provide any reasonable assistance to the other (including the use of its name in, or being joined as a party to, proceedings) with any action to be taken by the other party under this clause 4, provided that that party is given such indemnity as it may reasonably require against any losses, costs and expenses it may incur as a result of or in connection with providing such assistance.
- (j) Highgrove alone is responsible for the registration and maintenance of any marks or designs that relate to the Products. The Retailer shall not obtain or try to obtain or register for itself anywhere in the world any trademarks or trade names the same as or similar to the Trade Marks.
- (k) In the event of any breach by the Retailer of the provisions in this clause 4, Highgrove shall, without limitation to its other rights and remedies under these Conditions, Highgrove may terminate this licence and/or the Contract with immediate effect by giving written notice to the Retailer.
- (l) Upon termination of Contract for any reason, the Retailer will immediately stop using all or any part of the Trade Marks or the Images.

### 5. SUPPLY OF PRODUCTS

Highgrove may make changes to the availability of and to the specifications of the Products, provided the changes to the specifications do not adversely affect the quality of the Products. Highgrove shall give notice of any changes to Product specifications to the Retailer as soon as reasonably practicable.

### 6. HIGHGROVE'S UNDERTAKINGS

Highgrove agrees that at all times during the Term it shall provide any information and support that may reasonably be requested by the Retailer to enable it to discharge its duties under the Contract properly and efficiently, including, at its discretion, information on the advertising and promotion carried out by Highgrove; and any available promotional and advertising material that the Retailer reasonably requests at the cost of the Retailer;

### 7. PRICES AND PAYMENT

- (a) The prices to be paid by the Retailer to Highgrove for the Products are to be Highgrove's list prices as notified to the Retailer by Highgrove from time to time. Highgrove shall give the Retailer 28 days' notice in writing of any rises in the prices for the Products.
- (b) The Retailer shall pay the full amount invoiced to it by Highgrove in POUND STERLING (GBP) within 30 days of the date of invoice.
- (c) Neither party may withhold payment of any amount due to the other because of any set-off, counter-claim, abatement, or other similar deduction.
- (d) As between Highgrove and the Retailer, the Retailer is solely responsible for the collection, remittance and payments of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale, importation, lease or other distribution of the Products.

## CONDITIONS FOR OPERATING AS A RETAILER OF HIGHGROVE PRODUCTS

### 8. CONDITIONS OF SALE

Highgrove's terms and conditions of sale in force from time to time shall apply to all sales by Highgrove to the Retailer under these Conditions. The terms and conditions of sale that apply at the formation of the Contract are available at the Highgrove Website. If there is any inconsistency between those conditions of sale and these Conditions, these Conditions shall prevail.

### 9. LIMITATION OF LIABILITY

- (a) Nothing in these Conditions shall limit or exclude Highgrove's liability for any matter in respect of which it would be unlawful to do so.
- (b) Subject to clause 9(a):
  - (i) Highgrove shall under no circumstances whatever be liable to the Retailer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of goodwill, profit, revenue, or anticipated savings; or any loss that is an indirect or secondary consequence of any act or omission of Highgrove.
  - (ii) Highgrove's total liability to the Retailer in respect of all other loss or damage arising under or in connection with any Contract with the Retailer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum of the Order for the relevant Contract, for the entire Term.
- (c) The liability of Highgrove arising out of or in connection with the supply of Products under these Conditions shall be subject to the limitations of liability set out in Highgrove's conditions of sale in force from time to time. The conditions of sale that apply to this Contract are set out at the Highgrove Website.

### 10. COMMENCEMENT, DURATION AND TERMINATION

- (a) The Contract comes into existence in accordance with clause 2(b) and shall continue indefinitely after that time until terminated by either party giving at least six months' prior written notice to the other.
- (b) Without affecting any other rights or remedies to which it may be entitled, either party may give notice in writing to the other terminating the Contract immediately if:
  - (i) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default for more than 30 days after being notified in writing to make such payment; or
  - (ii) the other party commits a breach of any of the Conditions and (if that breach is remediable) fails to remedy that breach within a period of 30 days of being notified in writing to do so; or
  - (iii) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- (c) Without affecting any other rights or remedies to which it may be entitled, Highgrove may terminate the Contract immediately by notice in writing if:
  - (i) the Retailer acts in breach of any of its obligations under clause 3; or

## CONDITIONS FOR OPERATING AS A RETAILER OF HIGHGROVE PRODUCTS

- (ii) the Retailer changes its organisation or methods of business in such a way as in Highgrove's opinion to be able less effectively to carry out its duties under the Contract, including but not limited to customer service obligations.

### 11. CONSEQUENCES OF TERMINATION

- (a) Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- (b) Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- (c) On termination, Highgrove shall have the option to buy from the Retailer any stocks of the Products at such price as Highgrove reasonably considers to be their current market value, by written notice to the Retailer within 15 days of termination, stating the quantities of Products it wishes to buy. The Retailer shall deliver such Products to Highgrove within 30 days of receiving Highgrove's notice, and Highgrove shall pay for the Products in full within 30 days of their delivery. The Retailer shall be responsible for the costs of packaging, insurance and carriage of the Products.
- (d) If Highgrove chooses not to exercise its option to buy back the Products under clause 11(c), or purchases only part of the Retailer's stocks of Products, the Retailer shall dispose of its remaining stocks of Products as directed by Highgrove.
- (e) The Retailer shall at Highgrove's option promptly destroy or return all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers that relate to Highgrove's business that the Retailer may have in its possession or under its control (other than correspondence between the parties); and
- (f) The termination of the Contract shall not of itself make Highgrove liable to pay any compensation to the Retailer, including compensation for loss of profits or goodwill.
- (g) All other rights and licences of the Retailer under the Contract shall terminate on the termination date.

### 12. GENERAL PROVISIONS

- (a) **Entire agreement** – These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) **Assignment and other dealings** – The Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- (c) **Third party rights** – A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- (d) **Further assurance** – Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.



## CONDITIONS FOR OPERATING AS A RETAILER OF HIGHGROVE PRODUCTS

- (e) **Governing law and Jurisdiction** – The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.