

## APPLICATION FOR AN ACCOUNT

**PLEASE READ THIS PAGE BEFORE COMPLETING THE APPLICATION FORM**

**I am applying for a credit account. What do I fill in?**

**I do not require credit and I want cash with order account. What do I fill in?**

- Please write clearly and do not type the application.
- Section 5 must be signed by a Company Director, Owner of the business, or one of the Partners.

**I want credit. What else do I provide?**

- A copy of your latest annual accounts, either un-audited or audited, and including a profit and loss account and a balance sheet.
- A copy of your latest management accounts, including a profit and loss account and a balance sheet. Management accounts are produced monthly, usually on software like Sage, and are not audited.
- Company letterhead.
- If you cannot provide annual accounts or do not keep management accounts then please write on the application why this information cannot be supplied. We will still credit check the application but we may not be able to provide credit terms.
- Failure to provide accounts will delay the time it takes to process the application.

**I want to pay upfront, probably by debit or credit card. What else do I provide?**

- Copy of a blank company cheque.
- Copy of the latest utility bill. This is a water, electricity, gas, rates, or landline telephone bill. Normal supplier invoices and mobile phone bills are not accepted.
- Why do I need to provide a utility bill? This is further proof of your trading address
- I have no utility bill because I rent the premises and pay a landlord. Then please provide a copy of the latest landlord bill.
- Without sufficient proof of address, we reserve the right to refuse payment by debit or credit card.

**I used to buy from Digital Devices Ltd. but not in the last 12-months. What should I do?**

Accounts not being used are automatically closed and we cannot guarantee the customer would have been informed.

To reactive the account, please complete the application form and provide the required information.

**How long does it take to process applications?** Normally 24-48-hours from receipt although if you have an order to immediately place we will try to open the account the same day we receive the application, subject to receipt of all the requested information.

**Payment terms:**

- For credit accounts, payment terms will be confirmed on opening of the account and the terms will not exceed net monthly terms.
  - By net monthly we mean payment in our hands by the last working day of the month settling invoices dated in the previous calendar month.
  - Cheques to be posted at least 3-working days before the due date.
  - It is the customer's responsibility to ensure prompt payment and postal delays are not accepted as a reason for late payment.
- For cash with order accounts:
  - CHAPs or BACs - the order is only processed once the funds are cleared into our bank account.
  - Cheque - the order is only processed 5-working days after the cheque was banked.
  - Orders over £1,000 need to be accompanied by a written purchase order and sometimes written consent from the cardholder to take payment from their card.

**I want to buy without completing an application form?** This is not possible and the order would be refused.

**Can I check pricing and product availability before I open an account?** This is not possible and the account would first need to be opened.

**Can I still apply if I do not have a VAT number?** Yes.

**What is a company registration number?** All limited companies registered at Companies House receive a certificate of incorporation and a registration number. Sole Traders and Partnerships do not have a company registration number.

**Why does the application form ask for my bank details and accountant's details?** This information is required for the credit checking process and your application may be refused without this information. We still need this information even if you do not require credit terms.

To enable us to consider a suitable credit limit that adequately covers your requirements then please advise your estimated monthly spend on the application.

**Where do I send the application?** Post it to Risk Assessment department at Digital Devices Limited, Suite 1A, Rays house, North Circular Road, London, NW10 7XP. To assist, you can fax the application to 0207 993 8320, but we still require the original application to be posted. The Risk Assessment department is open from 9.00am until 5.30pm.

**How do I logon to the website?** 24-hours after the account number has been setup. You must first register online to obtain a user-id and password. After you complete the registration please wait for approximately one hour to receive an email confirming your user id and password. Then you can logon. If you have any questions then please contact Web Support on 0207 993 4783 or [onlinehelpdesk@digitaldevicesonline.com](mailto:onlinehelpdesk@digitaldevicesonline.com). Unfortunately, the Risk Assessment department is unable to help with the website.



digital devices

### Digital Devices Limited

22 Marsh Hall, Talisman Way  
Wembley, Middlesex HA9 8JJ

telephone 0207 993 4783  
facsimile 0207 993 8320

Please tick the type of account required? **CREDIT**  **CASH-WITH-ORDER**

Company Name:					
Trading name (if applicable):					
Delivery address (if warehouse is at different location):					
Invoice address: (even if same as delivery address):					
Post code:		Tel No.		Fax no:	
Business activity:					
Year established:					
VAT registration no:		Purchasing manager:			
Accounts payable contact:		Accounts payable tel no:			
Accounts payable fax no:		Accounts payable email:			

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#### For Limited Companies or Limited Liability Partnerships:

Year incorporated		Company Registration No.	
Registered office address:			
Managing Director:		Company Secretary:	
Financial Director:			
Name of Parent Company (if applicable):			

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#### Other Information required from Limited Companies, Limited Liability Partnerships, Sole Proprietor, and Partnerships:

Name of Bank:	
Bank address:	
Bank sort code:	
Bank account no:	

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Have High Court and/or County Court Judgements been registered against your business:			
Do you intend to trade with Digital Devices on a regular basis:		Current order value:	
Estimated monthly spend with Digital Devices:		Current order delivery date:	
What is the name of the Digital Devices salesperson you have been dealing with (if applicable):			
What is your preferred method of payment with Digital Devices:			
What is your average monthly spend with other IT distributors:			

Please provide three independent referees who can speak for the required credit limit including one other IT distributor:

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Company name:			
Address:			
Postcode:			
Tel. No.			
Contact Name:			

**Important:**

Please read the attached Terms and Conditions and arrange for an authorised signatory to sign as accepted. Your application will not be reviewed until the authorised signatory has signed the Terms and Conditions. This is either the owner of the business, a Partner, or a Director of the company. The signature box can be found on the last page of the Terms and Conditions.



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### DIGITAL DEVICES LIMIED

#### Terms and Conditions

##### Definitions

"Digital Devices Online", "DDO" means Digital Devices Limited.

"Working days" means Monday to Friday, excluding Bank or other Public holidays.

"Force Majeure" means any event affecting Digital Devices Online's ability to fulfil its obligations arising from acts, causes, omissions, events or non-events beyond reasonable control including government regulations, fire, flood, disaster, industrial dispute.

"Catalogue" means products offered by Digital Devices Online on the website [www.digitaldevicesonline.com](http://www.digitaldevicesonline.com).

##### Contracts of sale

All contracts of sale made by Digital Devices Online shall be deemed to be governed by these terms and conditions, which shall prevail over any other terms, produced by the party ("the Customer") to whom Digital Devices Online is selling. Cancellation of orders by business customers is only accepted at the discretion of Digital Devices Online and cannot be accepted where goods are dispatched the same day as the order is placed. Digital Devices Online can only accept cancellation of orders by consumers in accordance with the Consumer Protection (Distance Selling) Regulations 2000. All orders are subject to acceptance by Digital Devices Online and to availability of goods ordered. Digital Devices Online reserves the right to refuse any order.

The Customer undertakes that all details provided for the purchase of goods via our website are correct.

The Customer also undertakes that the credit card or debit card used to purchase goods is either their own or their Company's own and that they have authorisation to use it. The Customer furthermore undertakes that sufficient funds will be available to cover the cost of goods ordered.

Digital Devices Online reserves the right to satisfy itself as to the validation of credit or debit card details prior to supply of goods.

##### Terms & Conditions of Sales

Orders placed over the phone, email and online will be subject to the following terms and conditions.

Title to the product shall remain vested in Digital Devices Ltd and shall not pass to the Customer until the purchase price for the product has been paid in full and received by Digital Devices Ltd. until title to product passes.

1. Digital Devices Ltd shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the product.

2. Digital Devices Ltd and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which product or any part are stored, or upon which Digital Devices Ltd reasonably believes them to be kept.

3. The customer shall store or mark the product in a manner reasonably satisfactory to Digital Devices Ltd indicating that title to product remains vested in Digital Devices Ltd.

4. The customer shall insure the product to their full replacement value, and arrange for Digital Devices Ltd to be noted on the policy of insurance as the loss payee.

##### Prices

Goods are invoiced at the price prevailing at the time of order. Invoices will be subject to VAT unless specifically indicated. Overnight delivery services will be invoiced at the rates shown on the website unless agreed otherwise.

Digital Devices Online reserves the right to modify pricing where necessary from time to time.

##### Delivery, Title and Risk

Times and dates stated for delivery can only be estimated. Whilst every effort will be made to meet Customer requirements and deadlines, Digital Devices Online cannot accept liability for failure to deliver within the stated timescales.

If for any reason and in the unlikely event that Digital Devices Online is unable to deliver goods, the Customer will be offered the opportunity to cancel the order or select alternative goods available. If a written order has been received, a written cancellation must be forwarded to Digital Devices Online. Digital Devices Online cannot accept liability for damage or incomplete deliveries unless notified by the Customer within 3 days of delivery. The Customer is responsible for accepting delivery of goods once ready.

Delivery is deemed to have taken place once goods have been delivered to the Customer's given delivery address. At this point, all risk of loss, breakage and damage pass to the Customer.

Title to the goods passes from Digital Devices Online to the Customer when payment has been received in full.

If the Customer is unable to accept delivery of the goods, Digital Devices Online may a) store and insure the goods at the Customer's expense and risk, b) resell the goods at the best price obtainable and refund the customer any excess achieved once storage and restocking costs have been deducted, c) re-arrange delivery at a later date at the Customer's expense.

##### Payment

Standard terms of payment are by debit or credit card payable at the point of order. Other terms may be agreed at the discretion of Digital Devices Online and in writing.

If payment terms other than by debit or credit card prior to delivery are agreed and payment is not made on the due date, Digital Devices Online will be entitled to charge interest on any outstanding balance at an interest rate 3% above Barclays Bank plc base lending rate applicable at the time.

For Corporate and Educational Accounts, the standard credit terms available are NET30, unless otherwise stipulated. Payment for purchases should be received at or within the date proscribed on invoices issued from the date of dispatch of items to customers. To ensure maintenance of agreed credit terms, prompt payment is always requested, and Digital Devices Ltd maintains the right to alter net terms depending on payment history.

##### Product Specifications

Goods may be subject to minor variations in actual dimensions, specifications and quantities. In such a case, if the Customer does not wish to accept the alternative goods, he/she reserves the right to cancel the order and have any money paid to Digital Devices Online in respect of that order refunded. This will be the sole remedy of the Customer in these circumstances.



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### Trade Names and Trade Marks

Trade names and marks may not always be indicative of the actual manufacturer of a particular product and may be an indication of systems for general use and machines that may be associated with such products.

In the case of components, purchasers requiring a part to be manufactured by a particular manufacturer should check in advance of purchase to verify the identity of the component's actual manufacturer.

### Warranties and Returns

Although Digital Devices Online is committed to providing customers with the highest possible quality of products and services, products may, on occasion, be found to be faulty or defective. In any such case, we would offer the following facilities:

All goods supplied by Digital Devices Online are warranted to be generally free from any defect in workmanship and materials and fit for the purpose for which these goods would normally be used. If goods or services are purchased in the course of your business, these are excluded to the fullest extent permitted by law from all other express or implied terms or warranties.

Subject to the right of consumers to return goods for refund under the Consumer Protection

(Distance Selling) Regulations 2000, Digital Devices Online does not sell products on a trial basis. We strongly recommend that our customers check suitability and specification of products before placing orders.

In the event of Digital Devices Online agreeing to accept the return for credit of unwanted products at its discretion (unless under the Consumer Protection (Distance Selling) Regulations

2000), these must be returned with Digital Devices Online' written agreement within 7 days of date of delivery. The goods must be unopened and in perfect resalable condition. Goods returned in these circumstances will be subject to a restocking fee of 15% of the sales value of the goods, or £25.00, whichever is the greater.

Digital Devices Online will reserve the right to test for any alleged fault found with goods return for replacement or credit. All faults must be reported within 7 days of date of delivery.

Digital Devices Online' support staff will advise you of the most appropriate method of delivery regarding returned goods, either by courier collection or by postal delivery direct to us. Digital

Devices Online will not cover the cost of goods returned which are found to be defective. If a courier collection is arranged, it will be the responsibility of the customer to be available to hand over the goods in question.

All goods should be returned under a Digital Devices Online Returns Authorisation Number, which will be issued by our customer support staff on request. No goods can be accepted for return without this number and the number should be clearly marked on the outer packaging.

Failure to follow this procedure may result in delays and additional costs.

With regard to the return of faulty goods, it is the Customer's responsibility to ensure that the goods are adequately packed. Delta Digital Devices Online cannot accept liability for goods damaged in transit due to insufficient packaging.

Proof of postage is not proof of delivery; customers are advised that goods returned should be sent via either recorded delivery, registered post or by courier, with sufficient insurance to cover the replacement value of the goods.

On receipt of the returned product, Digital Devices Online will test it to verify the fault. If, following this procedure the product is found to be in good working order, we will return the product to you.

All warranties will be rendered inapplicable if goods have been interfered with, altered or damaged in any way by the Customer or its agents, or if goods have not been used accordance with manufacturer's instructions.

Unless otherwise stated in the manufacturer's documentation, all goods supplied to Customers in the UK carry a manufacturer's warranty. If any claim is made against warranty, Customers must adhere to the manufacturer's instructions and procedures. Where possible, to resolve warranty issues as quickly as possible, the manufacturer will deal directly with the return. In this instance

Digital Devices Online will provide direct contact details. This does not affect your statutory rights if you are a consumer.

### Digital Devices Online' Liability

Digital Devices Online cannot accept any liability for consequential or indirect damage, for example loss of profit, goodwill or data or other financial loss not related to the price paid for the goods. All losses will be limited to the amount paid for the goods ordered.

Digital Devices Online' liability for death or personal injury caused by negligence is not limited by this agreement.

### The Consumer Protection (Distance Selling) Regulations 2000

Contracts entered into by Customers not acting in the course of a business are subject to The Consumer Protection (Distance Selling) Regulations 2000.

Should the Regulations apply, Customers may cancel goods by giving notice in writing within 7 days of the date of delivery of the goods either by post, email or fax to Digital Devices Online.

If the Customer exercises the right to cancel under the Regulations, he or she will be responsible for the cost of returning the goods. Alternatively, if the goods are not returned, the Customer has a responsibility to make the goods available for collection from the address to which they were delivered.

The customer is also obliged to retain possession and to take reasonable care of the goods until such time as they are collected. The customer will be liable for any damage to the goods if there is any failure to comply with this obligation.

### Errors and Omissions

Although Digital Devices Online makes every effort to be accurate with the goods it represents on the website, it is unavoidable that errors and omissions will occur. Should this instance arise, Digital Devices Online will have the right to rescind the contract, even if payment has already been received. Digital Devices Online will in this event refund any monies paid by the Customer.

The Customer may either cancel his or her purchase, or in the case of an incorrectly given price, pay the difference between the price given and the correct price

### General

No clauses or conditions in this document affect your statutory rights as a consumer.

If there proves to be any clause or condition that is found to be invalid or unenforceable, that item may be struck from the Agreement without any influence on the validity of the remainder of the Agreement. Any such waiver must be in writing and agreed by Digital Devices Online.

Headings given are for ease of reference and do not affect the interpretation of the Agreement.

Correspondence regarding changes in the Agreement should be exchanged by post, fax or email, although proof of delivery may be required.

All terms and conditions contained in this Agreement will be subject to the jurisdiction of the English courts. Digital Devices Online reserves the right to amend the terms and condition contained in the Agreement at any time



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**We accept these Terms and Conditions of trade and we confirm that the details provided in the application form are true and correct.**

Signature (authorised signatory only):		
Print name:		
Position:		Date: