

# STUBBS&CO. Account Application Form

Stubbs&Co. (UK) Limited, 28 Greville Street, London, EC1N 8SU

Account facilities are available to retailers who spend in excess of £2000/pa.

For new customers, a minimum order of £500 must accompany account applications.

<b>Locator Code:</b> It's on the label on the back of your catalogue		<b>Trading Name of Business:</b>		
<b>Address:</b>				
		<b>Town:</b>	<b>County:</b>	<b>Postcode:</b>
<b>Person to contact:</b>		<b>Telephone:</b>	<b>Fax:</b>	<b>Email:</b>
Are you a <input type="checkbox"/> <b>Limited Company</b> <input type="checkbox"/> <b>Sole Trader</b> <input type="checkbox"/> <b>Partnership</b>	<b>Years trading at current address</b>	<b>Years trading total</b>	<b>Company Registration Number</b>	<b>VAT Registration Number</b>
<b>Company name</b> (If different from Trading Name):		<b>Registered Company Address</b> (If different from trading address):		
<b>Full names of directors, principals or partners</b> (Include title, first name and surname, please:)				
<b>Home address of sole trader/ partners</b>				
<b>First reference</b> of a company that supplies you gold jewellery on credit			<b>Telephone:</b>	<b>Fax:</b>
<b>Second reference</b> of a company that supplies you gold jewellery on credit			<b>Telephone:</b>	<b>Fax:</b>
<b>Third reference</b> of a company that supplies you gold jewellery on credit			<b>Telephone:</b>	<b>Fax:</b>
<b>Have you ever been declared bankrupt?</b>			<b>Has a company of which you have been a director or principal been entered into receivership in the last 10 years?</b>	
<b>On signing this application form you agree that the terms and conditions of trading below and overleaf apply to all contracts entered into, whether verbal or written.</b>			<b>Signature:</b>	<b>Position:</b>
			<b>Date completed:</b>	

## Conditions of trading of Stubbs & Co. (UK) Limited.

### Section A

#### Stubbs&Co. Terms and Conditions for sale of jewellery

Please read the following carefully as it affects your legal rights and obligations and sets out the terms under which all orders of jewellery ('Orders') and other transactions and dealings relating to those Orders including Internet Services provided by Stubbs&Co. ('Stubbs&Co.') are made available to you. Please note all customers purchasing jewellery from Stubbs & Co will be subject to the terms set out in this Section (the 'Conditions'). Customers purchasing through the Stubbs&Co. website will be subject to the terms set out in this Section A and Section B. Account holders will be subject to the terms set out in this Section A and Section C.

#### 1 Placing Orders

1.1 You can order jewellery displayed in our catalogue or on our website by (1) telephone, (2) fax, (3) visiting our showroom at 28 Greville Street, London, EC1N 8SU, United Kingdom, (4) post or (5) e-mail. Internet Users can also order jewellery on-line at <http://www.stubbs.co.uk>.

1.2 You will be provided with an account locator code when placing an Order.

1.3 Internet Users will be requested to provide Stubbs&Co. with an e-mail address and a password on registration.

Stubbs&Co. will process your registration details and will notify you by e-mail once you have been accepted as a registered user of our internet services. You are entirely responsible for all activities under your e-mail address and password, including, but not limited to any failure to keep the e-mail address and password confidential. You must immediately notify us of any unauthorised use of your e-mail address or password or any breach of security known to you.

1.4 If you have placed your order by e-mail or on-line we may send you an e-mail to confirm that we have received your order. The e-mail confirmation will be produced automatically so that you have confirmation of your order details. The fact that you receive an automatic confirmation does not mean

necessarily mean that we will be able to meet your order.

#### 2 Price and Payment

2.1 Our prices are in pounds sterling (or an alternative currency which may be indicated on our invoice) and are exclusive of any VAT or other applicable sales tax which shall be charged in addition where appropriate.

2.2 The prices quoted on our website, in our catalogue or over the telephone are guide prices only and are based on estimated product weights, current gold trading levels and current currency exchange rates.

2.3 The actual prices charged to you for jewellery purchased from us may vary to those quoted on our website or in our catalogue. The actual price will be reflected in an invoice which will be sent to you with the ordered products or at the time of dispatch of the products to your end-customer. The invoiced prices will be based on the gold level and weight of the chosen products and currency exchange rates at the time your order is invoiced not at the time the product is chosen and ordered.

2.4 When you receive our invoice you may return any jewellery and receive a full refund where you indicate to us that the price charged for the jewellery is 20% more than the guide price shown on the website within 7 days of delivery. You will not be entitled to return any such jewellery if that jewellery has already been delivered, at your request, to a third party.

2.5 You can pay by cash any Visa or Mastercard credit card, Switch or Delta debit card. If placing an order on our website your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. For Internet customers, please refer to our [Security Guarantee Statement](#) for further details.

2.6 We currently debit money from your bank account, credit card account or Stubbs&Co. account as specified by you, on the day we send you an invoice for the jewellery.

2.7 If you are an account holder you may buy on credit, subject to the account holders terms and conditions in Section C.

2.8 If you fail to provide Stubbs&Co. with cleared funds and/or do not allow Stubbs&Co. for any reason to debit money from your account in accordance with clause 3.7 or, if an account holder in accordance with Section C, Stubbs&Co. may, without prejudice to any rights or remedies available to it, charge you interest (both before and after any judgment) on the amount unpaid, at the rate of 3% per month until payment in full is made. A part of a month shall be treated as a full month for the purpose of calculating interest. You shall pay the interest on demand.

#### 3 Risk and title

3.1 Risk of damage to, or loss of jewellery shall pass to you once the products are collected by a courier company and leave our premises. It is therefore an obligation to insure against loss and/or damage to any such products whilst in transit to you.

3.2 Notwithstanding delivery and the passing of risk, title in the jewellery shall not pass to you until Stubbs&Co. has received in cleared funds payment in full of the agreed price and all other amounts owed under these Conditions by you to Stubbs&Co.

3.3 Until title in the jewellery has passed to you, you shall hold the jewellery as Stubbs&Co.'s fiduciary agent and bailee and shall:

3.3.1 not part with possession of the jewellery otherwise than in accordance with this clause 3;

3.3.2 keep the jewellery separate from those of you and third parties and properly stored, protected and insured as Stubbs&Co.'s property, taking all reasonable steps to prevent any damage to or deterioration of the jewellery;

3.3.3 keep the jewellery free from any charge, lien or other encumbrance. If you fail to do so, all monies owing by you to Stubbs&Co. shall (without prejudice to any other right or

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remedy of Stubbs&Co.) immediately become due and payable; and

3.3.4 give Stubbs&Co. such information relating to the jewellery as Stubbs&Co. may from time to time require.

3.4 Until title in the jewellery has passed to you (provided that the jewellery is still in existence and have not been re-sold), Stubbs&Co. shall be entitled at any time to require you to deliver up the jewellery to Stubbs&Co. and, if you fail to do so with immediate effect, to enter any premises of you or any third party where the jewellery are stored and inspect or repossess the jewellery.

3.5 Any right you may have to possession of the jewellery shall in any event cease:

3.5.1 if any sum owed by you to Stubbs&Co. (whether in respect of the jewellery or otherwise) is not paid to Stubbs&Co. by the date when it is due; or 3.5.2 if you commit a breach of any contract with Stubbs&Co.

3.6 Whilst you are in possession of the jewellery with Stubbs&Co.'s consent (but not otherwise) you may in the ordinary course of its business sell the jewellery provided that:

3.6.1 as between you and its sub-buyer or customer you shall sell the jewellery as principal and shall not be empowered to commit Stubbs&Co. to any contractual relationship with, or liability to, the sub-buyer or customer or any other person; 3.6.2 as between Stubbs&Co. and you, you shall sell the jewellery in a fiduciary capacity as agent for Stubbs&Co.; 3.6.3 you shall hold the proceeds of such sales on trust for Stubbs&Co. and not mingle the proceeds with any other monies or pay them into an overdrawn bank account; 3.6.4 you shall open a fiduciary account with your bankers and advise them that it holds the entire proceeds of that account on trust for Stubbs&Co.;

3.6.5 Stubbs&Co. shall be entitled to any interest earned on the fiduciary account; and

3.6.6 if the proceeds of the sales received by Stubbs&Co. exceed all amounts owed by you to Stubbs&Co. in respect of the jewellery, Stubbs&Co. shall return the excess to you.

3.7 Notwithstanding these provisions, Stubbs&Co. shall be entitled to bring an action against you for the price of the jewellery in the event of non-payment by you by the due date even though property in the jewellery has not passed to you and/or shall have the right by notice to you at any time after delivery to pass property in the jewellery to you as from the date of such notice.

#### 4 Delivery

4.1 We can deliver jewellery within and outside the UK.

4.2 We will use our reasonable endeavours to meet agreed delivery times and dates but we shall not be responsible for any loss suffered by you as a result of any delay in delivery arising out of any cause beyond our control.

4.3 Please refer to our catalogue or website for specific terms on delivery. Products are delivered by the delivery method and at the cost and by dates indicated on the website and/or catalogue.

#### 5 Delivery to third parties

5.1 If specifically requested by you, we shall deliver jewellery purchased by you to specified third parties, provided you notify us of the third party's name and address.

5.2 We shall use our reasonable endeavours to deliver the jewellery by the agreed dates and times.

5.3 We shall not be liable for any failure or delay in delivering jewellery to third parties or any defect or deterioration in the state of the jewellery which is beyond our reasonable control, including, without limitation any delay or failure, act or omission by a courier company appointed by us to deliver the jewellery.

5.4 The risk of loss and damage to the products passes to you once the products are collected by a courier company and leave our premises. It is therefore your obligation to insure against loss and or damage to any such products whilst in transit to a specified third party.

#### 6 Returns and cancellation

6.1 If you are unhappy with any item purchased you may return it in its original unused condition to Stubbs&Co. (UK) Limited, 28 Greville Street, London, EC1N 8SU, United Kingdom within 7 days of purchase. You will receive a full refund less a £5 re-stocking charge per item.

#### 7 Liability

7.1 We will try to offer you the best service we possibly can. However, we make no promises that our service, including our internet service will meet your requirements, or that the service will be uninterrupted, timely, secure or entirely error free.

7.2 Stubbs&Co. shall not be liable for loss of business, loss of revenue, loss of profits or loss of anticipated savings or wasted expenditure.

7.3 Stubbs&Co. shall not be liable for any loss which does not

directly result from the actions of Stubbs&Co., its sub-contractors or agents.

7.4 Nothing in this clause shall limit or exclude Stubbs&Co.'s liability for death or personal injury which is caused by its negligence.

#### 8 Termination

8.1 We reserve the right to terminate your ability to use any of our ordering services, if your conduct is found to be inconsistent with these Conditions by giving you 14 days written notice.

8.2 If you object to any of these terms or any subsequent modifications to them or become dissatisfied with the our services in any way, you should immediately: (1) stop using the services; and (2) notify us that you no longer wish to use the service. Nothing in these terms shall affect your statutory rights.

8.3 If either you or we terminate your membership you will continue to owe us any money which you owed to us before termination and we will continue to owe you any money which we owed to you before termination.

#### 9 Copyright / Trademarks

All rights in the designs and information on our website or in our catalogue are owned by Stubbs&Co. or its sub-contractors or agents. You may copy and print portions of our website for the sole purpose of placing an order with Stubbs&Co. The materials on our website may not be used for any other purpose. The names of our Service and other Stubbs.co.uk services referred to on our website are either trademarks or registered trademarks of Stubbs&Co. (UK) Limited. Other products and company names mentioned on this website may be the trademarks or registered trademarks of their respective owners.

#### 10 Data Protection

We will use the information you provide in accordance with our privacy policy.

#### 11 General Information for all customers

11.1 Each Order of jewellery shall be deemed to be a separate and distinct contract.

11.2 We reserve the right to alter or withdraw any of our Service, to refuse our Service to any customer and to amend these Conditions on written notice from us at any time.

11.3 Stubbs&Co. shall not be responsible for any breach of these Conditions or the terms set out in Sections B or C caused by circumstances beyond its control.

11.4 If Stubbs&Co. is informed of any inaccuracies in the material on the Services it will attempt to correct the inaccuracies as soon as it reasonably can.

#### 12 General information for Internet users

12.1 For Internet customers, if you use the website after we have posted changes you will be bound by the new terms. You should therefore ensure that you read these terms each time you use the website.

12.2 Due to the nature of the Internet, we will not be responsible for any losses resulting from your use or the inability to use our website or resulting from unauthorised access to, or alteration of your transmissions or data in circumstances which are beyond our control.

12.3 We make no promise that our website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet Services for any reason beyond our control.

12.4 Orders and Services are provided on an "as is" and "as available" basis. We are not liable to you if we are unable to supply a particular item.

#### 13 Laws

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the Courts of England and Wales.

#### 14 Customer Services

14.1 If you have an order query, please e-mail our Customer Services at enquiries@stubbs.co.uk.

14.2 The website is operated by Stubbs&Co. (UK) Limited, 28 Greville Street, London, EC1N 8SU.

#### Section B:

##### Privacy and Data Protection

We may use information provided by you to process orders and to provide a more personal shopping facility. We are required by the Data Protection Act of 1998 to follow strict procedures to protect customer information. We do not share information that you provide with any other company other than with the couriers and other companies who use it to process your order.

#### What information do we collect?

When you place an order we collect the information you type in. We may use this information to advise you of changes to the website or catalogue or let you know about our products and those of other companies. If you do not wish to receive this information, you should please send an e-mail to [unsubscribe@stubbs.co.uk](mailto:unsubscribe@stubbs.co.uk). We may record which products you are interested in and which products you purchase to enable us to recommend which products you should order. We also monitor customer traffic patterns and site use which enables us to improve the service we provide.

#### Cookies

Cookies are small pieces of information that are stored on your computer's hard drive by your browser. These allow us to store your account information while you are logged on our Services and provide features to make your shopping on your website easier. Most browsers allow the cookie function to be turned off. Unfortunately, if you do turn the cookie function off, our website will not function properly.

#### Section C:

##### Stubbs&Co. Standard Terms and Conditions for account holders

###### 1 The Account

Stubbs&Co. reserves the right to terminate your use of the account and your customer account locator code if your conduct is found to be inconsistent with the account holder's terms or the Conditions.

###### 2 Credit limit

2.1 A credit limit may be agreed in writing between an account holder and Stubbs&Co.

2.2 Agreed credit limits may be varied by Stubbs&Co. at any time.

###### 3 Payments

3.1 An account holder is subject to Stubbs&Co.'s terms of payment under the Conditions unless the customer has an agreed credit limit.

3.2 If the customer has an agreed credit limit the customer will receive a statement of account showing all transactions on the account at intervals of approximately one month.

3.3 The customer will pay Stubbs&Co. all sums due by the end of the agreed periods of credit.

3.4 If the customer fails to pay within the terms of the invoice, the customer will forfeit any discounts offered on future invoices until the outstanding account is settled.

###### 4 Termination

4.1 Stubbs&Co. or the account holder may terminate the existing account by giving the other party one months notice in writing.

4.2 Stubbs&Co. may terminate this or any other subsisting contract with the account holder immediately by giving notice in writing to the account holder if:

4.2.1 the account holder ceases or threatens to cease, to carry on business;

4.2.2 the account holder has a receiver or administrative receiver appointed, passes a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, becomes subject to an administration order, enters into any voluntary arrangement with its credits or ceases or threatens to cease to carry on business or if any national or local law equivalent of any of the foregoing occurs;

4.2.3 the account holder fails to pay on its due date, or within any agreed period of grace, any sum due under this or any other contract;

4.2.4 the account holder commits any material breach of any term of this contract (other than under clause 4.2.2) or any other contract including but not limited to any terms and conditions of sale of jewellery with Stubbs&Co. which, in the case of a breach capable of being remedied, is not remedied within 14 days of a written request to do so;

4.2.5 the account holder exceeds any agreed credit limit with Stubbs&Co.; or

4.2.6 Stubbs&Co. reasonably apprehends that any of the above is about to occur and notifies the account holder in writing.

4.2.7 If this contract is terminated and the jewellery been delivered but not paid for, the price shall become immediately payable notwithstanding any previous agreement to the contrary.

4.2.8 Termination of these conditions shall not affect any of Stubbs&Co.'s accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.