

**HAMMICKS LEGAL INFORMATION SERVICES  
CREDIT ACCOUNT APPLICATION FORM**

<b>Individual Name:</b> (Personal account application only)			
<b>Name of Firm/Chambers:</b>			
<b>Address:</b>			
<b>Postcode:</b>			
<b>Email:</b>			
<b>Telephone:</b>		<b>Fax:</b>	
<b>Contact Name:</b>		<b>Shop Use ONLY – Shop:</b>	<b>Region:</b>

**1. Terms Used**

In these Conditions save where the context requires otherwise:

1.1 'Customer' - means the person buying/ordering books or merchandise from Hammicks

'Hammicks' - means Hammicks Legal Information Services, John Smith & Son Group Ltd, Ash House, Headlands Business Park, Ringwood, Hampshire BH24 3PB.

'The Goods' - the books or other merchandise sold or to be sold by Hammicks to the customer

1.2 Headings are for ease of reference only and shall not affect construction.

**2. Conditions**

2.1 No change to these conditions shall be binding unless previously agreed in writing by Hammicks.

2.2 Acceptance of orders from the Customer shall be subject to Hammicks obtaining a satisfactory credit reference. This requirement may be waived by Hammicks in relation to certain customers i.e. schools, corporate entities

**3. Prices**

3.1 The price of the Goods shall unless otherwise stated by Hammicks be the retail price displayed for the Goods at the date of sale.

3.2 Prices are inclusive of Value Added Tax.

3.3 Hammicks reserve the right by written notice given at any time before delivery to vary the price of the Goods if there is an increase in the price of the goods to Hammicks by reason of any circumstances outside the control of Hammicks.

**4. Invoicing and Payment**

4.1 Hammicks shall invoice the Customer for orders upon or after despatch of the Goods. Payment shall be made in full within 30 days of invoice date or if paying by Direct Debit, within 45 days from end of month.

4.2 If any sums become overdue, Hammicks may (without prejudice to any other right or remedy available to it) pass the overdue account to their nominated solicitor to collect the outstanding debt on Hammicks behalf.

4.3 Without prejudice to any right or remedy available to it. Hammicks may at its discretion charge interest at 2 percent, above the base rate of the Bank of England per annum on any sum not paid on the due date. Such interest shall accrue from day to day.

4.4 The Customer shall not be entitled to withhold payment in whole or in part on the ground that it has a claim counterclaim or otherwise against Hammicks.

4.5 All shortages and claims must be notified to Hammicks within seven days of Goods being received.

4.6 Refunds will only be given if Goods are returned in good condition within 14 days of purchase.

**5. Retention of Title**

5.1 Notwithstanding delivery the property in the Goods shall remain with Hammicks until full payment has been received for the Goods.

5.2 Hammicks shall be entitled to maintain an action for the price of Goods, notwithstanding that the property in them has not passed to the Customer.

**6. Waiver**

No failure or delay by Hammicks in exercising any right under these Conditions shall constitute a waiver thereof or reduce the rights of Hammicks under these conditions

**7. Governing Law**

These Conditions shall be governed by and constructed in accordance with English Law.

I have read the terms and conditions set out above and agree to trade with John Smith & Son Group Ltd T/A Hammicks Legal Information Services in accordance with those terms

<b>Position in Company:</b>			
<b>Signature required:</b> (Please print, sign, scan and return)		<b>Date:</b>	

**Direct Debit Information:**

<b>Direct Debit:</b>		<b>Please tick if a Direct Debit instruction form is required to qualify for improved terms of 45 days from end of the month:</b>	
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Please return: [Credit.control@johnsmith.co.uk](mailto:Credit.control@johnsmith.co.uk) / post (see address below) / fax: 01425 485920

**John Smith & Son Group Ltd**, Ash House, Headlands Business Park, Ringwood, Hampshire BH24 3PB

[t] 01425 485910, [f] 01425 485920, [w] [www.johnsmith.co.uk](http://www.johnsmith.co.uk), [e] [credit.control@johnsmith.co.uk](mailto:credit.control@johnsmith.co.uk)

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