

WITTS DESIGN

Trade Account Application

APPLICANT INFORMATION

Last Name		First		Initial	
Address Line 1				HouseNumber/Name	
City			County		Post Code
Phone			E-mail Address		

BUSINESS INFORMATION

If information is same as above

Business Name	
Business Address	
Phone Number	
Email Address	
Business Type e.g Architect, Interior Designer, Soft Furnishings.	
Website (if applicable)	
Company Registration Number:	

TRADE INTEREST

Please list as many that interest you. Please Tick the ones that apply

Cushions		Lampshades	
Fabric by the Metre		Tea Towels	
Table Ware		Furniture	

Other			
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If you have selected other, Please specify below

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How did you hear about Witts Design?

Magazine Colleague Other....

Internet Friend

Event (Trade Show) Social Media

Signature	
I certify that the information that has been provided is correct and current.	
Signature	Date:

Terms & Conditions

1. Introduction and Definitions

This Agreement is between Witts Design - a UK Private Limited Company Number 09217955 whose registered office is at Ferry Works, Annecy Court, Summer Road, Thames Ditton, KT7 9QJ. The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

2. Commencement date and duration of the Agreement

The Partnership will commence when the contract has been accepted by Witts Design (of which you will be notified) and may be terminated by either party twelve months from start date. Either party may terminate the Partnership in event that either party commits any material breach of the Partnership terms, where either party acts negligently, or in a manner that seriously harms the values and reputation of either party.

Termination will be served by the serving of three months' notice by either party unless there is a joint agreement to end the contract before.

4. Fees and expenses

Fees for this Partnership will be dependent on the value of the order which will be calculated individually and an invoice will be issued upon each order placed with Witts Design.

If a bespoke order is requested, it may include additional payment, dependent on the request specified (this will be discussed when needed)

5. Invoices and payment

Where fees are due, unless specifically & agreed otherwise, invoices will be submitted once order has been placed and payment must be paid up front before the order will be organised & completed. All payments need to be made up front.

Payment can be made either via BACS, Over the phone, or a special link that is set up using Worldpay.

6. Confidentiality

The Partner will not divulge to third parties matters confidential to the Company (whether or not covered by this Agreement) without explicit permission. Except where specifically agreed otherwise, all material, data, information, etcetera. collected during the course of the Agreement will remain in the possession of the Company and not used without their permission.

9. Insurance

The Partner confirms that it is insured for professional indemnity and public liability. The Partner indemnifies the Company from any costs, claims, losses or liabilities incurred as a result of the the Company acting in good faith on information provided by the Partner where such information subsequently proves erroneous or otherwise resulting directly from the acts or omission of the Partner.

10. Intellectual property/Copyright/patent

Pre-existing intellectual property, copyright and patents belonging to the Company will remain the property of the Company. Pre-existing intellectual property, copyright and patents belonging to the Partner will remain the property of the Partner. Under no circumstances can the fabrics be supplied to other companies without the consent & agreement from Witts Design.

Neither party may license the intellectual property, copyright, patents or trademarks to a 3rd party without the prior written consent of the other party. Neither party may exploit in any way the intellectual property, copyright, patents or trademarks individually or with a 3rd party without the prior written consent of the other party to this agreement.

This clause 10. shall survive termination of this agreement.

11. Product (fault/damage/returns)

If product that is sent to you (the partner) is faulty, damaged or marked, you (the partner) have the right to start correspondence about this issue with Witts Design. Photos and evidence must be provided to Witts Design in order to accept returns & refunds. Witts Design will have the final say on the order.

Once product is sent to you (the partner), you have 5 working days to report any issue with the items received. Please leave your product in its original packaging until it is picked up for delivery. If fabric/products have been cut or used, Witts Design no longer accepts responsibility for this. Only under circumstances where Witts Design accepts fault with product, will you (the partner) receive new product or refund.

12. Printing Processes (Screen, Digital, Sublimation, heat Transfer)

Dependent on the process you have chosen, (Screen, digital, Sublimation, Heat Transfer,) there is always differentiation on colour due to the nature of processes that the fabric has to go through when being printed. Many different environmental factors can affect printing such as temperature, pressure, and fabric quality etcetera. Witts Design will always make sure that the upmost quality and care is taken and followed, but due to the nature of the printing, it can't always be guaranteed that the fabrics will exactly match if they have been printed in different batches. To obtain the exact matching colour, you are advised to print in the same batch.

DISCLAIMER AND SIGNATURE

If this application leads to a trade account being accepted, I understand and agree to the terms and conditions that have been listed above.

Signature

Date

Returning information.

Please either email back this document to us at enquiries@wittsdesign.com or post it to :

Witts Design, 22 Marksbury Avenue, Richmond, TW9 4JF.

If you have any issues please don't hesitate to contact us at: 07595 150 962.