

**Thank you for requesting a Trade Account with
LASGO WORLDWIDE MEDIA**

Please complete the following Trade Account
Application Form and return by post, email or fax to:

Account Applications
Unit 1 Falcon Park Industrial Estate
Neasden Lane, Neasden
London NW10 1RZ
United Kingdom
Telephone: +44 (0)20 8459 8800
Facsimile: +44 (0) 20 8452 7491
Email:d.watts@lasgo.co.uk

opening up an Account

1. Please ensure that all sections are completed in full before returning the forms to the above address. You will be notified by email upon receipt of your account application form being received in our offices.

ALL DETAILS SUPPLIED WILL BE TREATED IN THE STRICTEST CONFIDENCE

2. The processing of application forms may take up to 48 hours to complete. After all necessary checks have been performed, we will advise you if we are able to offer you credit terms, or if the only terms we can offer are prepaid. If the only terms we can offer you are prepaid, then you can choose to make payment by bank transfer or credit card.
3. Once your account is set-up, one of our Account Managers will contact you to discuss your company requirements. Your account will be activated as soon as your first order is submitted.

Help or Questions

Please contact us on + 44 (0)208 459 8800 or email accounts@lasgo.com

PLEASE RETURN TO: Account Applications, Lasgo Worldwide Media, Unit1 Falcon Park Ind Est. Neasden Lane, Neasden, NW10 1RZ
 Tel: +44 (0)20 8459 8800 Fax: +44 (0)20 8452 7491 Email: d.watts@lasgo.co.uk

[PLEASE USE **BLOCK CAPITALS** AND COMPLETE FULLY]

COMPANY INFORMATION

Full Company Name:			
Trading Name (if different from above):			
Vat No:	EORI No:		
Web Address:			
Invoice Address:			
Post Code:	Tel No:	Fax No:	Email:
Delivery Address:			
Post Code:	Tel No:	Fax No:	Email:
Contact – Buying:		Email Address:	
Contact – Accounts:		Email Address:	

B2B Login

Buyers Name:	Buyers Email Address:
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If you require a login to our B2B website, please complete the details above.

LIMITED COMPANY DETAILS

Company Registration Number:		
Registered Office Address:		
Post Code:	Tel No:	Email:
Date of Incorporation:		

TYPE OF BUSINESS

Type of Business:	<input type="checkbox"/> Wholesaler	<input type="checkbox"/> E.Commerce	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader
	<input type="checkbox"/> Retailer	<input type="checkbox"/> Distributor		
Product of Interest:	<input type="checkbox"/> DVD / Blu-ray	<input type="checkbox"/> Music CD	<input type="checkbox"/> Vinyl	<input type="checkbox"/> Merchandise
	<input type="checkbox"/> Cons. Electronics	<input type="checkbox"/> Other, (specify):		
Type of Interest:	<input type="checkbox"/> Catalogue	<input type="checkbox"/> Campaigns	<input type="checkbox"/> Overstocks/Deals	

How did you hear about Lasgo :

BANK DETAILS

Bank Name:			
Bank Address:			
Post Code:	Tel No:		
Account Number:		Sort Code:	
Type of Account:		Account held since:	

TYPE OF ACCOUNT REQUIRED

Credit Account:

Prepaid Account:

COMPANY DATA

Annual Turnover:

No of Employees:

CONNECTION WITH OTHER COMPANIES

State any associated companies:

Have the directors/proprietors had any previous dealings with Lasgo Worldwide (please give details):

DETAILS OF ALL DIRECTORS, PROPRIETORS, PARTNERS (please add extra sheets if required)

1. Name

2. Name

3. Name

4. Name

TRADE REFERENCES (please list two Main suppliers)

1. Company Name:

Address:

Post code:

Tel No:

Email:

Contact:

2. Company Name:

Address:

Post code:

Tel No:

Email:

Contact:

DATA PROTECTION ACT

Where I/we provide you with personal data, I/we understand that the data will be held securely in confidence and processed for the purposes of carrying out your supply and distribution business and associated activities. In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business and located anywhere in the world that you have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the Data Protection Act 1998 I/we have a right to know what data you hold on me/us if I/we apply to you in writing

DECLARATION

I/We confirm that the information given in this Account Application Form is in all respects true and accurate. I/We confirm that I/we have read and understood your terms and conditions of sale/business and I/we unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts, which I/we may conclude with you. I/we understand that Lasgo Worldwide may carry out regular checks to ensure credit worthiness is maintained.

By Signing this application, you agree to our Terms and conditions of Sale supplied herewith

Signed:

Name:

Date:

Position:

Company stamp

Terms & Conditions of Business

Interpretation

DEFINITIONS:

Conditions:	the terms and conditions set out in this document, as amended from time to time in accordance with clause 13.
Contract:	the contract between Lasgo and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer:	the person or firm who purchases the Goods from Lasgo.
Data Protection Legislation:	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
Goods:	the goods (or any part of them) set out in the Order.
Lasgo:	Lasgo Chrysalis Limited (registered in England and Wales with company number 01380166) and with its registered office at 1 Whittle Drive, Eastbourne, East Sussex, BN23 6QH, UK, trading as Lasgo Worldwide Media.
Order:	the Customer's order for the Goods.
UK Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

1. GENERAL

- 1.1 Lasgo is prepared to supply the Customer with books, DVDs, CDs and other goods on the basis only of these Conditions. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 1.3 The Order shall only be deemed to be accepted when Lasgo issues a written acceptance of or otherwise processes the Order, at which point the Contract shall come into existence.
- 1.4 Any samples, descriptions or advertising produced by Lasgo and any descriptions or illustrations contained in Lasgo's catalogues, brochures or websites are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the contract nor have any contractual force.
- 1.5 Lasgo are a seller of Goods only. Lasgo does not have any intellectual property in the Goods being sold and accepts no responsibility for the contents of the Goods, their accuracy, or any opinions expressed therein. Lasgo has no control over the contents of the Goods sold.

2. TRADE DESCRIPTION

- 2.1 Subject to clause 3 the goods supplied to the Customer shall:-
 - 2.1.1 be of merchantable quality;
 - 2.1.2 if sold by description conform with their description;
 - 2.1.3 if sold by sample, conform to that sample;
 - 2.1.4 if the purposes for which they are required is indicated to Lasgo in writing by the Customer before Lasgo accepts the Customer's order, be suitable for that purpose.

3. WARRANTY

Save as aforesaid Lasgo gives no warranty, guarantee or promise whatsoever in relation to the Goods and all warranties, conditions, representations and guarantees whatsoever in relation to the Goods, save as set out in clause 2 above and any warranties that may be implied by custom, law or otherwise are hereby excluded.

4. PRICE

- 4.1 All quoted prices are net of VAT and exclude delivery charges.

- 4.2 The prices for the Goods shall be those ruling at the date despatch and Lasgo reserves the right to amend its quoted prices at any time prior to the date of despatch.
- 4.3 Where the final destination of the Goods is within the United Kingdom, delivery will be free of charge for all shipments exceeding £250 (excluding VAT), otherwise the cost of carriage, equal to the charge made by our nominated carrier will be recharged to the Customer.
- 4.4 Where the final destination of the Goods is outside the United Kingdom, shipping will be at the Customer's cost. All charges forward.
- 4.5 It is the responsibility of the Customer to ensure they have adequate insurance cover for all Goods shipped to them.

5. CREDIT POLICY AND PAYMENT INFORMATION

- 5.1 Once your application to open an account with us has been accepted, you will be notified of your payment terms. Statements are sent out at monthly intervals to enable you to check your current invoices paid and due. Accounts with overdue balances may be placed on credit hold. This means that no further goods will be shipped until the account is brought into order. Repeated failure to keep to our credit terms may result in the permanent loss of your credit facility. **A surcharge of 1.5% will be made for any accounts settled by credit card on all transactions over £500.**
- 5.2 In the event of non-payment under your agreed terms, we reserve the right to commence charging interest on the full balance due, on a daily basis at the rate of 2% above the base lending rate of HSBC Bank plc from the due date until payment of the unpaid balance is received in full.
Please note our bank details will be emailed to you upon the successful opening of an account with us.

6. DELIVERY

- 6.1 Lasgo shall deliver the Goods to the location set out in the Order (**Delivery Location**). Lasgo may use a third party courier to deliver the Goods. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 6.2 Lasgo offer a next day delivery service to UK customers, who can request an AM or PM delivery. This service does not apply to deliveries to Scotland and Ireland, where deliveries are a minimum of two days. Lasgo shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Lasgo with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.3 If Lasgo fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Lasgo shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Lasgo with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.4 Unless otherwise agreed by Lasgo, all goods must be collected within ten business days after the day on which Lasgo notified the customer that the goods were ready for delivery. Customers who have to prepay for the goods before they are delivered, need to ensure we receive prompt payment, so as to ensure we can release the goods for delivery within this time limit.
- 6.5 If ten Business Days after the day on which Lasgo notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Lasgo may resell or otherwise dispose of part or all of the Goods.
- 6.6 Lasgo may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. BUYER'S RISK

Risk in the Goods passes to the Customer as soon as they are delivered by Lasgo to the Customer's vehicles, premises or otherwise to the Customer's order.

8. RETENTION OF TITLE

- 8.1 Lasgo and the Customer expressly agree that the title and ownership of the Goods sold to the Customer by Lasgo, does not pass until Lasgo has been paid in full for all outstanding amounts due to Lasgo from the Customer.
- 8.2 Should Lasgo have reasonable grounds for suspecting the Customer cannot make payment for the goods in their possession, the Customer shall return all such Goods to Lasgo. If the Customer fails to return Lasgo's stock, Lasgo may recover from the Customer the Goods remaining in the Customer's possession and for the purpose thereof may enter upon any premises of or occupied by the Customer or any third party (with the consent of that third party). All costs associated with the recovery of Lasgo's Goods will be met by the Customer.
- 8.3 The Customer has the right to dispose of the Goods in the course of its business for the account of Lasgo and to pass title to the Goods to their customers being bona fide purchasers for value without notice of Lasgo's rights.
- 8.4 If Lasgo by reason of failure of the Customer to pay any invoice in respect of the Goods supplied under its agreed terms, refers the invoices to a collection agency for recovery, then the Customer shall pay and Lasgo may charge the Customer the collection charges of such collection agency.

9. LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

- 9.1 The Customer shall examine the Goods immediately on delivery.
- 9.2 If there is clear visible damage to the outside of the shipment, please sign for the delivery and add the word DAMAGED next to the signature or in a relevant space if provided.
- 9.3 If there is no clear damage but the condition of the shipment still raises concern, please sign for the delivery and add the word UNCHECKED next to your signature or in a relevant space if provided.
- 9.4 For any visibly damaged shipments it would also be appreciated if you could provide any photos of the shipment as it was delivered prior to opening. We would be grateful for your co-operation in this procedure for all future deliveries received from Lasgo. All claims for shortages or damages must be notified to Lasgo in writing with 3 days from receipt of the Goods.

10. DEFECTIVE GOODS

- 10.1 Lasgo's liability in respect of defective Goods shall be limited to replacing the defective Goods, or the issue of a credit note in respect thereof. Such measures shall relate only to the actual defective Goods or their value, and Lasgo shall not in any circumstances be under any liability to the Customer in respect of indirect or consequential loss or damage, or loss of profits, suffered or sustained by the Customer. No credit or replacement will be given until the defective goods have been returned to Lasgo and verified as defective.
- 10.2 A returns authorisation must first be obtained from our Returns Department either by email or letter, before any goods are returned to Lasgo.
- 10.3 GOODS RETURNED FOR REASONS OTHER THAN BEING DEFECTIVE MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION, OTHERWISE, AT OUR DISCRETION THEY MAY BE REFUSED, OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED.
- 10.4 Depending on the nature and type of return, we reserve the right to decide if:
 - 10.4.1 we will bear the full cost of the return;
 - 10.4.2 we will share equally the full cost of the return;
 - 10.4.3 we will not pay anything towards the costs of the return**We will not be responsible for Goods returned to us that are lost in transit.**

11. LIABILITY AND TERRITORIAL RESTRICTIONS

- 11.1 Notwithstanding the delivery times set out in these terms of business, whilst Lasgo will use its reasonable endeavours to deliver orders as soon as possible, it accepts no liability for late delivery.
- 11.2 Lasgo will not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss or loss of profit in respect of any Order or otherwise under or in connection with the Contract. Lasgo's total liability to the Customer in respect of all other losses shall, to the full extent permissible by law, in all circumstances, be limited to the net invoice value of the Goods to which the claim relates.
- 11.3 Nothing in these Conditions shall limit or exclude Lasgo's liability for:
 - 11.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 11.3.2 fraud or fraudulent misrepresentation;
 - 11.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 11.3.4 any matter in respect of which it would be unlawful for Lasgo to exclude or restrict liability.
- 11.4 In so far as any software or hardware is provided by Lasgo to the Customer all intellectual property rights in the same shall as between the Customer and Lasgo belong to Lasgo and the Customer shall not alter, modify or otherwise tamper with the software or the hardware. Upon the Customer ceasing to be an account holder the Customer shall either return the software and hardware to Lasgo or if so required by Lasgo destroy or delete them.
- 11.5 All products are sold by Lasgo strictly on the basis that the Customer accepts and respects the publishers intellectual and territorial rights. Whilst Lasgo will provide information to the Customer about any territorial restrictions that apply to any Goods (as notified to Lasgo by the originating publisher/distributor or bibliographic data provider), full responsibility for complying with any such restrictions lies with the Customer. Lasgo shall not be liable to the Customer or any third party for any errors in the territorial restrictions communicated to Lasgo.
- 11.6 The Customer shall indemnify Lasgo against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Lasgo arising out of or in connection with the Customer's failure to comply with any territorial restrictions which apply to the Goods.

12. DATA PROTECTION

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 12, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 12.2 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Lasgo.

- 12.3 Without prejudice to the generality of clause 12.1, Lasgo shall, in relation to any Personal Data processed in connection with the performance by Lasgo of its obligations under this agreement:
- 12.3.1 process that Personal Data only for the Agreed Purposes unless Lasgo is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer.
 - 12.3.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 12.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 12.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (a) the Customer or Lasgo has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) Lasgo complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (d) Lasgo complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 12.3.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.3.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - 12.3.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 12.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 12.
- 12.4 The Customer consents to Lasgo appointing delivery agents as third-party processors of Personal Data under this agreement.

13. VARIATIONS AND HEADINGS

Lasgo shall be entitled from time to time to make changes to these Conditions. Lasgo's website -www.Lasgo.com- will always display the most recent version of the Conditions. The headings in these terms and conditions are for convenience only.

14. TERMINATION

- 14.1 Without limiting its other rights or remedies, Lasgo may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 14.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 14.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 14.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 14.1.4 the Customer's financial position deteriorates to such an extent that in Lasgo's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 Without limiting its other rights or remedies, Lasgo may suspend provision of the Goods under the Contract or any other contract between the Customer and Lasgo if the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.4, or Lasgo reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.3 Without limiting its other rights or remedies, Lasgo may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 14.4 On termination of the Contract for any reason the Customer shall immediately pay to Lasgo all of Lasgo's outstanding unpaid invoices and interest.

14.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect

15. FORCE MAJEURE

Lasgo reserves the right to cancel, vary or suspend the operation including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside of the control of Lasgo: and Lasgo shall not be liable for any breach of contract resulting from such an event.

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18. COPYRIGHT

Lasgo reserves to itself any copyright, patent, trademark, registered design or otherwise in the Goods supplied.

19. ANTI-PIRACY

The Customer agrees to comply with any and all applicable laws and regulations and the Customer agrees to take all commercially reasonable steps to prevent unauthorised distribution, duplication or pirating of software products.

20. TERRITORIAL RESTRICTIONS

All products are sold to Lasgo Worldwide Media account holders on the express understanding that the Customer is aware of any domestic restrictions that may apply with regards to the Goods.

21. LAW

These terms and conditions shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the High Court of England in connection with any dispute which may arise under these terms and conditions or its implementation or enforcement.



Please return to:
Account Applications
Lasgo Worldwide Media
Unit 1 Falcon Park Ind Est,
Neasden Lane, Neasden
London
NW10 1RZ