



Importers of toys, games, sports, outdoor and confectionery

New Customer

Business Type	Retailer	Multiple Retailer
Wholesaler	Internet Trader	Amazon Trader

Principle Owner's Name (if not a limited company)				Date	
Mr / Mrs / Miss / Messrs		First Name	Surname		
Trading Name		Delivery Address (if different to Invoice Address)			
Invoice Address					
	Post Code				
Tel No	STD (0)	Tel No	STD (0)		
Fax No	STD (0)	Fax No	STD (0)		
Mobile No(s)		Email			
Registered Office					
Company Number			E.U. VAT No		

Owner's Home Address					
Post Code		Email			
Tel No	STD (0)	Fax No	STD (0)		

Trading Terms Required					
Trade Reference					
		Post Code			
Trade Reference					
		Post Code			



Importers of toys, games, sports, outdoor and confectionery

This deed is dated/...../20.....

BY GIVING THIS GUARANTEE THE GUARANTOR MIGHT BECOME LIABLE INSTEAD OF, OR AS WELL AS, THE COMPANY OR LIMITED LIABILITY PARTNERSHIP NAMED BELOW

THE GUARANTOR SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE

Parties

(1) _____
("the Guarantor") (Insert Full Name & Address of Guarantor)

AND

(2) **KANDYTOYS LTD**
("the Supplier")

BACKGROUND

(A) The Supplier supplies goods and / or services on _____ days (insert number of days credit) credit terms to

("the Customer") (Insert Customer's Full Name & address)

(B) The Guarantor has agreed to guarantee to the Supplier all of the debts of the Customer in the event of the Customer's default of the Agreement

NOW THIS DEED WITNESSES and The Guarantor agree:

1. ABOUT THIS GUARANTEE

1.1 Words used in the singular include the plural and vice versa unless the context requires otherwise.

1.2. Each of the terms of this Guarantee can be separated from the others so that if one or more of them becomes unenforceable the remainder will not be affected in any way.

1.3 The definitions in 1.4 and above apply if not inconsistent with the subject or context in which they appear and are flagged by capital letters throughout this Guarantee

1.4 When the following words and phrases appear in this Guarantee they have these meanings:

"Agreement" means the KandyToys Ltd Credit Agreement



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“Customer” means the Company or Limited Liability Partnership named above;

“Guarantee” means this Guarantee and indemnity as modified from time to time, including any document supplement to it or which states it is entered into in accordance with its terms;

“Guarantor” (also you, your, yours) means the person named above and includes your personal representatives;

“Interest Rate” means 3% above the base lending rate from time to time from HSBC Bank PLC

“Rights” mean the benefit of any security or other right or claim from, or against, any other person in respect of your liability under this Guarantee

1.5 References to a person are to be read so as to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, local or municipal authority, association (whether or not having separate legal personality) as well as an individual. References to the singular include the plural and vice versa.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor unconditionally guarantees:

2.1.1 to pay the Supplier, when asked, all sums of money which the Customer may now, or in the future, be liable to pay under, or in connection with, the Agreement;

2.1.2 that the Customer will keep to and perform all of its obligations under the Agreement;

2.2 The Guarantor unconditionally agrees to indemnify the Supplier and keep the Supplier indemnified in full, when asked, against all losses, costs and expenses incurred by the Supplier arising from, or in connection with, any of:

2.2.1 the entering into the Agreement;

2.2.2 any of the provisions of the Agreement being or being void, voidable, invalid, or unenforceable for any reason.

3. SUPPLIER PROTECTION

3.1 This Guarantee:

3.1.1 is given as security for the sums referred to in 2.1.1;

3.1.2 cannot be cancelled or revoked by the Guarantor; and

3.1.3 shall continue until the Supplier releases or discharges the Guarantor in writing.

3.2 None of the Guarantor’s liabilities under this Guarantee shall be reduced, discharged or adversely affected by:-



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- 3.2.1. the modification, discharge, exchange or renewal of any right which the Supplier has (or may in the future have) from, or against, the Customer or any other person, including any other guarantor assuming obligations to the Supplier similar to those assumed by the Guarantor under the Guarantee;
- 3.2.2. any dealings or transactions between the Supplier and the Customer or any other person;
- 3.2.3. any compromise, scheme or arrangement affecting the Customer or any other person;
- 3.2.4. any act, or failure to act, by the Supplier or any other person in taking up or enforcing any security or guarantee from, or against, the Customer or any other person;
- 3.2.5. any termination or modification of the Agreement;
- 3.2.6. the Supplier allowing the Customer or any other person time to do, or not to do at all, something which it or they are obliged to do;
- 3.2.7. the insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, or disability of the Customer or any other person;
- 3.2.8. any change in the constitution, name, ownership, status, function or style of the Customer or any other person;
- 3.2.9. the invalidity, illegality, unenforceability or irregularity of any actual or purported obligation of the Customer or any other person;
- 3.2.10. any act, failure to act or event which but for this provision might have discharged or reduced your liability under this Guarantee.

3.3 As an original and independent obligation under this Guarantee the Guarantor agrees that any sum referred to in 2.1 which may be irrecoverable from the Guarantor on the footing of a guarantee whether by reason of any limitation or incapacity on, or of, the Customer or by reason of any other fact or circumstance whatsoever (and whether any such fact or circumstance shall have been known to the Supplier or not) shall nevertheless be recoverable from the Guarantor as though it had been incurred by the Guarantor as sole and principal debtor and shall be paid by the Guarantor on demand.

3.4 Before taking steps to exercise any of the Supplier's rights and remedies under this Guarantee the Supplier need not:

- 3.4.1 take court action against the Guarantor or any other person;
- 3.4.2 make or file any claim in bankruptcy, liquidation, administration or insolvency against the Guarantor, the Customer, or any other person; or
- 3.4.3 make demand, enforce, or try to enforce any claim or right the Supplier may have against the Guarantor, the Customer, or any other person.



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3.5 The Guarantor acknowledges that the Guarantor has not taken or received, and agree not to take, exercise, or receive any Rights.

3.6 Any dividend or payment ('the distribution') the Supplier receives in any liquidation or bankruptcy of the Customer, or any other person shall not prejudice our right under this Guarantee to recover from the Guarantor the ultimate balance that may remain owing to the Supplier from the Customer after receipt of the distribution.

4. INTEREST

4.1 To the extent it is not paid by the Customer the Guarantor must pay us interest at the Interest Rate on any amount The Guarantor owes under this Guarantee from the date it is due until the date of actual payment (both before and after any court order we may obtain against the Guarantor to pay all or any part of the amount the Customer owes).

5. DISCHARGE TO BE CONDITIONAL

5.1 Any release, discharge, or settlement between us in relation to this Guarantee shall be conditional upon no payment made to us by the Guarantor or any other person being void, set aside, or ordered to be refunded in whole or in part for any reason.

5.2 If a payment is void or at any time set aside or ordered in whole or in part to be refunded, we may enforce this Guarantee against the Guarantor as if the release, discharge, or settlement concerned has not occurred and we had not received the payment to that extent.

6. PAYMENTS

6.1 The Guarantor must pay all sums payable by the Customer to the Supplier under this Guarantee in full without any set-off, deduction or counterclaim.

7. COSTS AND EXPENSES

7.1 The Guarantor must pay, when asked and on a full indemnity basis, all costs, and expenses (including legal and out-of-pocket expenses) which the Supplier incurs in:

7.1.1 administering this Guarantee;

7.1.2 taking steps (including court action) to:

7.1.2.1 recover any amount owed by the Guarantor under this Guarantee;

7.1.2.2 preserving or exercising any of the Supplier's rights under this Guarantee;

7.1.3 discharging or releasing this Guarantee.



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8. DEALINGS WITH GUARANTEE

8.1 The Supplier may deal with its interest in this Guarantee in any way and as freely as it wishes without prior notice to the Guarantor and without obtaining the Guarantor's consent. In particular the Supplier may transfer all or some of the Guarantor's rights and duties that go with this Guarantee to another person.

8.2 The Guarantor may not assign this Guarantee.

9. MISCELLANEOUS

9.1 The Supplier's strict legal rights under this Guarantee will not be affected if the Supplier allows the Guarantor:

9.1.1 time to make payment or to do any other thing the Guarantor may be required to do under it;
or

9.1.2 not to do anything that the Guarantor may be required to do under it.

9.2 The Supplier's rights under this Guarantee:

9.2.1 are cumulative and in addition to any other rights given to the Supplier by law;

9.2.2 may be exercised from time to time and as often as we wish.

9.3 Any demand certificate given by the Supplier specifying an amount due and payable under or in connection with this Guarantee shall, unless we have made an obvious error, be conclusive and binding on the Guarantor.

9.4 The Supplier may, without notice to the Guarantor, apply any credit balance which we hold on any account in or towards satisfaction of any sum then due and payable by the Guarantor under this Guarantee.

9.5 If the Supplier proves that you, as a Guarantor, have supplied false or misleading information in dealings with us, or have intentionally avoided responsibilities as Guarantor, including making payments, details will be passed to Fraud Prevention Agencies. In such circumstances the Guarantor may also be liable to criminal prosecution.

10. LAW AND JURISDICTION

10.1 This Guarantee shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to determine any complaint or dispute arising in connection with these Terms.

KandyToys Ltd
Hill Barton Business Park
Sidmouth Road
Exeter
Devon
EX5 1DR
United Kingdom



Tel +44 (0) 1395 234 600
enquiries@kandytoys.co.uk
www.kandytoys.co.uk

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10.2 Each party irrevocably agrees that, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Guarantee or its subject-matter or formation. Nothing in this clause shall limit the right of the Supplier to take the proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more than one jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

In WITNESS whereof the Parties have executed and delivered this document as a deed the day and year first above written

EXECUTED as a DEED by _____ (Insert Full Name of Guarantor)

Signature: _____ D.O.B: _____

Date: _____

In the presence of: (Insert below Full Name & address of Independent Witness)

Witness Name: _____

Address: _____

Occupation _____

Signature: _____ (Witness to sign here)

EXECUTED as a DEED by KANDYTOYS LTD

Acting by Director _____ And Director/Secretary _____

In the presence of: Witness Name: _____

Address: _____

Occupation: _____

Signature: (Witness to sign here) _____

Occupation _____

KandyToys Ltd
 Hill Barton Business Park
Sidmouth Road
 Exeter
 Devon
EX5 1DR
United Kingdom



Tel +44 (0) 1395 234 600
enquiries@kandytoys.co.uk
www.kandytoys.co.uk



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Terms And Conditions

Please read these terms and conditions (“Terms”) carefully, by placing an order you agree to be bound by these Terms.

CS849817
Proof

1. Definitions and Interpretations

1.1 In these Terms the following words shall mean:

You or your means the person(s), firm or company who purchases the Goods from KandyToys Ltd and whose details are set out on the Order: Us or our or we means KandyToys Ltd whose principal place of business is from the Contact Address; Contact Address KandyToys Ltd Hill Barton Business Park, Sidmouth Road, Clyst St Mary, Nr Exeter EX5 1DR; Contract these Terms and the Order: Delivery Point the place where delivery of the Goods is to take place pursuant to clause 4 and as may be identified on the Order; Goods the goods purchased by you from us as listed on the Order; Order the order submitted by you and detailing the Goods to be purchased pursuant to these Terms.

1.2 In these Terms references to the singular include the plural and vice versa.

2. Application of Terms

2.1 Unless agreed by us in writing, these Terms are to the exclusion of all other terms and conditions.

2.2 Any representations about the Goods shall have no effect unless agreed in writing and signed by one of our partners. Nothing in these Terms will exclude or limit our liability for fraudulent representation.

2.3 No Order shall be deemed to have been accepted by us until a written acknowledgement and acceptance of the Order is issued by us or (if earlier) we deliver the applicable Goods to You.

3. Delivery

3.1 We will use its reasonable efforts to deliver the Goods in accordance with any agreed date on the Order. Time for delivery is not, however, of the essence.

3.2 Goods will be deemed to have been delivered when they are deposited at the Delivery Point by us or our authorised agent.

4. Risk/Title in the Goods

4.1 Risk in the Goods shall pass to You upon delivery in accordance with clause 3.2 above.

4.2 Title to the Goods shall not pass to You until we have received full payment of all amounts due in respect of the Goods and any interest which may have accrued in accordance with clause 5.2 below.

4.3 Until title to the Goods has passed to You pursuant to clause 4.2 above, You will:

- a. hold the Goods on our behalf;
- b. store the Goods (at no cost to us) separately from all other goods of yours or any third party in such a way that they remain readily identifiable as our property;
- c. not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- d. maintain the Goods in satisfactory condition (at no cost to us);
- e. keep the Goods insured with a reputable insurance company on our behalf (at no cost to us) for their full price against all risks, to our reasonable satisfaction, with effect from the date of delivery;
- f. not resell the goods; and
- g. give us such information as we may reasonably require from time to time relating to the Goods and Your ongoing financial position.

4.4 At any time before title to the Goods passes to You, we may require You to deliver up all Goods in Your possession and if You fail to do so promptly, You grant us, our agents and employees an irrevocable licence to enter Your premises where the Goods are or may be stored at any time in order to inspect them, or, where You have not paid all amounts due in respect of any goods supplied, to recover the Goods.

4.5 You must notify Us immediately if:

- a. You take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with creditors, obtaining a moratorium, being wound up, having a receiver appointed to any of Your assets or ceasing to carry on business;
- b. You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business; or
- c. Your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to these Terms is in jeopardy.

5. Payment

5.1 Payment of the price for the Goods as set out on the Order is due as per payment terms shown on this Invoice and as were agreed. Time for payment shall be of the essence. You shall not be entitled to withhold or set off any monies owing.

5.2 If You fail to pay Us any sum due pursuant to the Contract You will be liable to pay interest to us on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of HSBC Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgement.

6. Inspection and Acceptance

6.1 You will examine and inspect the Goods upon delivery. We will not accept (and you will not claim) any return, repair or replacement of Goods unless you discover that such Goods are damaged or faulty and you have sent a written complaint to us at the Contact Address within 3 working days of delivery detailing such fault or damage. We will not be obliged to deal with any complaint submitted by you if the fault or damage would have been obvious on examination and/or inspection at the time of delivery.

6.2 In the event that you report any damage and/or fault in accordance with clause 6.1 then you will forthwith return such Goods at Your cost and risk to us.

6.3 If we are satisfied that the damage and/or fault arose as a consequence of any act or omission by us then we will replace or repair such Goods and deliver the same to you as soon as reasonably possible. In the event that we are unable or unwilling to repair or replace such Goods then we will refund any monies paid by you in respect of the Goods.

6.4 Subject to clause 7.3, the repair or replacement of Goods pursuant to clause 6.3 sets out our entire liability to you for damaged or faulty Goods.

7. Limitation of Liability

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7.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

7.2 Subject to clause 6.3 and 7.3, Our maximum liability under this Contract (including any liability for the acts or omissions of its employees, agents and sub-contractors, liability in contract and tort and liability for direct, indirect or consequential loss) shall be the price of the Goods.

7.3 Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

8. General

8.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. 8.2 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

8.3 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

8.4 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts. 8.5 We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond Our reasonable control including, without limitation, acts of God. Governmental actions, war or national emergency, acts of terrorism provided that, if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the Contract.

Full name printed: _____

For and on behalf of: _____

Signature: _____

Date: _____