



animal[®]

ANIMAL TERMS AND CONDITIONS
(UK – 2016)

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The detailed Terms and Conditions included herein replace all previous Terms & Conditions issued by Animal and come into effect immediately. It is recommended that all customers review them in detail upon receipt.

Ordering From Animal

- Our aim is to make ordering as simple and efficient as possible. To place your Customer orders please contact your Sales Co-Ordinator via their direct dial or through their e-mail address. If you do not know who your Sales Co-Ordinator is then you can e-mail your orders through to sales.admin@animal.co.uk or call us on 08450 267 267 and ask for Sales.
- All orders will be processed at the time of receipt.
- All goods available ex stock will be despatched if your account is operating within payment terms & current credit limit at the point of processing.
- Any order received by a representative of a Customer's business is deemed valid and the Terms and Conditions detailed herein therefore apply.
- Orders stating the full Animal Style/Colour/Size code will naturally be processed as a priority over orders requiring the team to look up the codes upon receipt. Please refer to your seasonal linebooks for current product codes.

Carriage

- £5 for orders under £250/€250
- Carriage is free for orders valued above this threshold.

Delivery

- Pre-Orders will have anticipated delivery dates confirmed official within 4 weeks of the seasonal cut-off date.
- Every attempt is made to deliver in-season top up orders within 2 working days, however it is not possible to provide this level of service for those of our Customers in more remote regions or islands of the United Kingdom and Ireland, where a three day delivery service generally prevails.
- Equally, due to erratic daily demands during peak seasons, we may not always be able to maintain our levels of service, but rest assured of our commitment to despatch as quickly as possible.
- Customer orders are always accompanied by a despatch note. The despatch note details the contents in full, enabling Customers to check orders upon receipt. The items detailed on the despatch note will be the items Customers are charged for on the invoice. The invoice is identical to the despatch note, but includes cost details and will list the products in the same order as the delivery note to simplify the reconciliation process in store.
- Delivery will be made by our appointed carriers.

Damages, Shortages, Non-Delivery & Price Queries

- We will not accept any claim in respect of damage in transit, shortage or non-delivery unless it is communicated to the Sales Co-Ordinator team as follows:
 - For damage in transit – within 3 days of the receipt of goods
 - For shortages – within 3 days of the receipt of goods.
 - For non-delivery – within 10 days of the date of the invoice
 - For price queries – within 3 days of the receipt of invoice.
- We regret that notifying any of our staff, other than a member of the Sales Co-Ordinators team, does not constitute 'notice'.
- No deduction from the payment of invoices may be made for goods damaged, not received or where there is a price dispute until Animal has issued a credit note.
- If all or part of a consignment is refused due to damage, the relevant Sales Co-Ordinator must be notified immediately.

Forward Orders / Goods Awaiting Despatch

- Forward orders for goods not available at the time of order placement will be automatically despatched once the goods are available, on the date requested, and without prior notification, provided that the account is within payment terms and credit limit at that time. Carriage will be paid by Animal.
- Customers may request an overview of their outstanding orders by contacting their respective Area Sales Representative or Sales Co-Ordinator for an up-to-date Order Book.
- Should a Customer wish to cancel a forward order, then a request must be made in writing to the relevant Area Sales Representative clearly stating what they wish to cancel and the reasons for making the request.
- Cancellations cannot be accepted following the despatch of goods.
- In all instances, any expected future availability dates made available to the Customer are based upon the best information available at that time, and are open to change due to factors affecting supply and the level of forward order business already booked.

Returns Authorisation**Animal Returns Team contact: E-Mail: returns.admin@animal.co.uk – 24hrs a day / 7 days a week****Tel: 01202 441238 – Monday to Friday 8.30am – 5pm**

- Customers are required to contact the Animal Returns Team to obtain a 'Returns Authorisation' number (RA)
- In order to obtain an RA, please ensure you have a note of the Animal style/colour/size reference as well as the reason for return in advance.
- The issuing of an RA, instruction to return goods or arrangements for the collection of goods are made without prejudice and in no way should be construed as an acceptance of liability.
- If the Return is for less than 5 items, please securely packaging them and post to:
 - AML Returns, Unit 1a Fleets Corner Industrial Estate, Poole, BH17 0LA
 - Postage will be refunded on these if proof of the value of postage is obvious on the packaging.
- If the Return is for 5 items or more, then the Returns Team will arrange a collection via courier. Customers will be notified of the collection reference and should write this on the outside of any packaging.
- In order to ensure that Animal are always able to identify who returns are from, please also enclose a note stating your Animal account number and the supplied Returns Authorisation number.
- If accepted as faulty, goods will be replaced or a credit note issued within 14 working days of receipt.
- Product which Animal does not believe to have been purchased from the brand will be rejected unless proof of purchase can be provided.
- Animal retains over 10 years of sales history by customer and are able to verify all purchased during this period where necessary.
- Where credit notes are issued they will be at the lowest price paid for that product at the time of the credit.
- No member of the Sales Co-Ordinator team is able to provide a 'Returns Authorisation' number so please do not ask them.
- Any consumer claim in the first instance should be referred to the original retail vendor who is responsible for resolving the claim with the consumer.
- Animal complies with current legislation as set out within the Supply of Goods Act 1979 and the Consumer Rights Act 2015.
- Animal shall not in any event be liable for any indirect, special or consequential damage howsoever arising including, but not limited to, financial loss or loss of profits in connection with or arising out of the supply, failure to supply, functioning or use of the goods.
- Animal shall not be liable for any damage caused to third party property arising from the functioning or use of the goods.
- Any returns sent to other business addresses, other than the Returns address published above, will be charged carriage for the transfer to the correct address at a rate of £5.

Pricing

- Customers who consistently keep their account within payment terms and credit limit are automatically entitled to access all stock lists which are available, including clearance which may be offered from time to time.
- Details of current minimum purchase criteria and discount bandings are available to Customers upon application to the respective Animal Area Sales Representative. The criteria and retailer turnover levels are reviewed on a seasonal basis.
- Animal reserves the right to alter prices without prior notice. Orders are accepted on the basis of prices ruling upon the day of despatch. This applies irrespective of any prices a Customer may quote on their order, or that may be listed at the time of receipt of order.
- From time to time Animal may make special promotions available to its Customers. Any prices which apply to these promotions are only available on orders submitted to Animal with the terms and before the 'Closing Date' detailed thereupon. For the majority of promotions, prices apply at date of processing, and not date of despatch.
- It is our policy to reward Customers who commit both volume purchase and width of product range to Animal with improved discount rates and therefore greater flexibility of purchasing.
- Animal may recommend to Customers resale prices at which it may resell product to end-consumers. Such recommendations shall be non-binding for the Customer. Customers are free to set their own resale prices as long as the Customer adheres to applicable laws.
- Please note that the granting of access to an Animal trade account does not oblige Animal to accept any order.

Retention of Title**Risk & Title**

- The risk in the Goods shall pass to the Customer upon delivery.
- Title to the Goods shall not pass to the Customer until Animal has received payment in full (in case or cleared funds) for:
 - the Goods; and
 - any other Goods that Animal has supplied to the Customer
- Until title to the Goods has passed to the Customer, the Customer shall:
 - hold the Goods on a fiduciary basis as Animal's bailee;
 - store the Goods separately from all other goods held by the Customer and in such a way that they can be easily identified as Animal's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain the Goods in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify Animal immediately if it becomes subject to an Insolvency Event;
 - give Animal such information relating to the Goods as Animal may require from time to time, but the customer may resell or use the Goods in the ordinary course of its business.
- If, before title to the Goods passes to the Customer, the Customer becomes subject to any Insolvency Event, or Animal reasonably believes that any such event is about to happen and notifies the Customer accordingly, then provided that the Goods have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy Animal may have, Animal may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- Animal reserves the right to close the account at any point in the year should the ownership of the business change.

Payment Terms

Animal Credit Control contact: email: credit.control@animal.co.uk

Tel: 01202 440104 Monday to Friday 8.30am to 5pm

- Payment Terms will be agreed on a per account basis.
- A statement is supplied to all Customers soon after each calendar month end to assist a Customer's payment process.
- A Customer's account may become automatically credit stopped even if it is within terms, should it surpass the authorised credit limit. Credit limits are set via external financial credit references and may be increased dependent upon a customer's payment record with Animal.
- It is advisable, as with any borrowings, that Customers pre-notify Animal Credit Control Department of any anticipated credit limit requirements for prior approval with external agencies in order to allow continuous supply to the business.
- If Customers have any queries on invoiced prices or goods received, the Customer must contact the Sales Co-Ordinator Team within the timescales detailed under 'Damages, Shortages, Non-Delivery & Price Queries' herein.
- Animal may allow a grace period of up to 1 month after the invoice due date in which queries may be resolved, during which supply may be allowed to continue. If payment is not received 2 months after the date of invoice the account will automatically be put on credit stop.
- Any grace periods allowed are purely at the discretion of the Credit Control Department.
- In the circumstances of a consistently poor payment record, the grace period of resolution of queries may be withdrawn.
- It is not viable for Animal to issue notice of credit stops to individual Customers, and the onus is with the Customer to make timely payments against statements, operating within the authorised credit limit as prescribed by Animal.
- Animal will levy a service charge of up to 2% per month compounded, on all overdue amounts, payable from the date the account became overdue. All current and future deliveries to the account will be suspended until the arrears are settled in full to the satisfaction of the Credit Control Department.
- Goods allocated to a customer's account, where there is excess demand, will be re-allocated to credit free accounts.
- Payment and discount terms may be reduced without prior notice and ultimately open account terms may be withdrawn.
- Animal recommends payment via BACS for security reasons, and that these payments are made 3 days ahead of the due date. This is due to the time delay in notification and therefore posting to the operating system which affects credit stop. It is recommended that any such payments are notified separately, in writing, to the Credit Control Department at the time that they are made in order to assist prompt allocation against invoices.
- From time to time different payment terms may be agreed in writing with individual Customers. Such agreements will impact upon the payment dates outlined above.

- All cheque payments must be mailed to the below addresses to be received no later than one week before the required payment date. Cheques for Animal must be made payable to Animal, a division of H Young (Operations) Limited. They must be accompanied by the remittance slip from your statement or a list of all invoice numbers which the payment refers to.
 - FAO Credit Control, Animal, Animal House, Vanguard Road, Poole, Dorset, BH15 1PH.
- We accept no responsibility for the misappropriation of cheques made out to any other payee.
- The risk relating to posting cheques lies with posting the Customer until the cheque has been paid into the bank account and the cheque has cleared.

Termination and Account Closure

- Animal reserves the right to close the Customer's account and to cancel or suspend all further deliveries of Goods ordered by the Customer without incurring any liability to the customer if;
 - the Customer undergoes a change of control where "control" means the ability to direct the affairs of another, whether by the virtue of the ownership of shares, contract or otherwise.
 - the Customer breaches any material term of these terms and conditions and (if such breach is capable of remedy) does not remedy that breach within 14 days of receipt of a notice requiring rectification.
- Animal provides not less than 28 days prior written notice of such closure and cancellation/suspension; or
 - The Customer becomes insolvent, deemed unable to pay its debts within the meaning of the Insolvency Act 1986, enters into liquidation (whether voluntary or compulsory) or passes a resolution for its winding up;
 - an order is made or a resolution is passed for the winding up of the Customer (unless it is for the purpose of amalgamation or reconstruction when solvent);
 - an administration order is made or an administrator is appointed to manage the affairs, business and/or property of the Customer;
 - a receiver and/or administrative receiver is appointed in respect of all or any of the Customer's assets;
 - the Customer has an encumbrancer taking possession of any of its assets;
 - the Customer makes or proposes any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors;
 - any procedural step is taken in relation to or with a view to any of the above;
 - the Customer takes or suffers any similar or analogous action to the above in any jurisdiction;
 - the Customer ceases or threatens to cease to exist or to carry on trading
- Each of the above points would be an "Insolvency Event"
- In such cases, all outstanding sums in respect of Goods delivered to the Customer shall immediately become due.

Limited Distribution

- From time to time products may be made available through limited distribution. This is dependent upon the requirements of the brand and the ability of the supply chain to meet demand.
- Animal only ensures the products it distributes meet the legal requirements of the countries where we are actively selling. Animal accepts no liability for items supplied, but subsequently sold outside of existing territories, unless the product(s) are confirmed as complaint for such activity.

Intellectual Property

- Animal reserves the right to withdraw permission to use all brand intellectual property, including imagery, trademarks or other branding if the use of them is deemed to be brand damaging.
- Customers must comply at all times with the Animal Brand Guidelines as in force, and notified to you on an ongoing basis.
- Animal reserves the right to withdraw access to the brand at any point in the year or reduce terms if it is shown that customers are in breach of the Brand Guidelines or otherwise unable to properly support the Brand.
- Animal reserves the right to withdraw access to the brand should any Customer be found to be sub-distributing to any third party other than the end consumer.

Point of Sale

- All Point of Sale units supplied by Animal remain the property of Animal unless there is a specific Point Of Sale agreement to the contrary.

Instore Service

- Every Customer is allocated an Area Sales Representative which is independently responsible for servicing that business in store. If you are uncertain as to who your Areas Sales Representative is, please contact the Sales Department on 08450 267 267.

Telephone Service

- Due to the erratic flow of incoming calls it is impossible for Animal to commit to direct access by telephone at all times. If lines are engaged please do utilise the voicemail service, leaving a message detailing the company name, contact number and a brief overview of the query/order requirements, and we will return your call as soon as possible.

Applicable Law

- If any part of these terms and conditions of trade are invalid for any reason, its invalidity does not affect the terms of trade which will remain valid and enforceable in all respects.
- These terms of trading shall be construed in accordance with English law and shall be subject to the jurisdiction of the English courts.
- Animal's commitment to the development of our Customer base requires that we establish consistent terms and conditions for all of our customers, and in this manner we can better assure that we fulfil expectations, avoiding the need for additional service charges to be passed on in the price of the goods.