

# Account Form Details

Company Trading Name

Company Trading Address

Telephone

Type of Business:

Limited Company  Partnership  LLP  Charity  Sole Trader

If sole trader or partnership,  
please give name and  
private address of  
proprietor partners

If a limited company, please give the following information

Name of Company

Registered Office

Registered No. / Charity No.

Bank Details

Email for receiving Invoices

Accounts Contact

Accounts Email Address

Accounts Contact No.

Company Name, Contact, Telephone and Email Address of Two Trade Referees

I/We confirm that the details given above are correct and I/We also understand and accept that all transactions are conducted on the terms and conditions of trading detailed overleaf

Authorised by (*print name*)

Authorised Signatory

(*print, sign, scan and send*)

Date

Position (*e.g. proprietor, partner, company secretary, director etc.*)

**Please note: Our terms are strictly 30 days net. Please see 3g, terms and conditions overleaf**

## Terms & Conditions

Definitions: "The Company" is the supplier First Colour Limited.  
"The Customer" means the party, or any person acting on their behalf, with whom the Company contracts.

### 1. Price Variations

- a. Prices are based on current costs of production and are subject to revision on or at any time after acceptance to meet any rise or fall in such costs.
- b. When the original copy of the required is not clear and legible or when artwork supplied by the customer is of poor quality, a charge will be made for any extra work including the use of any extra plates required to put these matters right.
- c. Proofs
  - (1) When Proofs of work are submitted for the customer's approval, once approved First Colour shall not be liable for any errors not corrected by the Customer. Customer's alterations and additional proofs necessitated thereby shall be charged extra. Work incurred when the customer makes changes after style or layout have been left to the Companies discretion will also be charged. For work that has been submitted for print without a request for artworking a maximum period of 15 minutes file correction time is included. Any time incurred after that is chargeable at the Companies discretion.
  - (2) When the Customer passes responsibility for proofing to First Colour, the Company shall not be liable for any errors or omissions made by the Customer in the original draft or copy.
- d. Preliminary Work. All work carried out at the customer's request whether experimental or not will be charged.
- e. Every endeavour will be made to supply the quantity ordered but prices include allowances for overs and shortages in production which will be charged or deducted within the limits of 5% for single colour work and 10% for other work.
- f. Materials supplied by the customer
  - i. The Company may reject materials supplied or specified by the customer which appear to be unsuitable or which are found to be unsuitable during production and reserves the right to charge additional costs incurred.
  - ii. Quantities of materials supplied shall be adequate to cover normal spoilage
- g. When the work is liable for VAT we reserve the right to charge VAT due whether VAT was included in the estimate or not.

### 2. Ownership of Materials, Property and Risk

- a. Materials used in the production of the work including plates remain the exclusive property of the Company.
- b. Materials supplied by the Customer remain the Customer's property.
- c. All property supplied to the printer by or on behalf of the customer shall be at the Customer's risk whilst in the possession of the Company or in transit and the Customer shall be responsible for maintaining any necessary insurances.
- d. The Company shall be entitled to charge for storage of customer's property before receipt of the order or after notification of completion of the work.
- e. Title to the goods shall not pass to the Customer until payment is received in full
- f. Liability.  
Whilst every effort will be used to complete the work in the time required by the Customer the Company accepts no responsibility for any losses costs or expenses incurred by the Customer in the event of delayed completion for whatever reason.
- g. The Company shall not be liable for any loss, or consequential loss, to the Customer or their customers arising from a delay in transit. All delivery times are given as estimates only.
- h. The Company shall not be liable for any losses including consequential losses incurred by the customer arising howsoever due to the performance or non performance of this contract.
- i. The Company shall be under no liability if they are unable to carry out any provision of the contract for any reason beyond his control including (without limiting to) Act of God, legislation, war, terrorism, fire, food, drought, failure of power supply, equipment failure, lock-out strike or other action taken by employees in contemplation or

furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

### 3. Collection of work and payment

- a. A deposit up to full prepayment of the price may be required the Company reserves the right to have company and personal cheques cleared before the work begins.
- b. Unless agreed in advance our prices do not include delivery. A charge may be made when delivery is requested.
- c. Customers are expected to collect work within ten working days of being informed that work is ready for collection
- d. Unless otherwise agreed in writing payment is due when the Customer is notified that the work is complete.
- e. When work is not collected within ten working days of notice being given that it is ready for collection the balance due will be treated as late payment.
- f. When work is done to Customer's instructions it will be charged for even if the job has not been collected or is cancelled by the Customer before completion
- g. When payment is not made within our agreed terms interest will be charged at the current bank rate plus 6% and all additional costs incurred in collecting the debt will be recovered from the customer including the cost of instructing solicitors, appointing collection agents and general communication from the Company.
- h. Credit given within our normal terms of trading does not imply the approval of account facilities.

### 4. Quality and claims

- a. Where materials are supplied or specified by the Customer the printer will take every care to achieve the best results but will accept no responsibility for work not being completed to the Customer's satisfaction.
- b. The Company cannot be held liable for any colour variations in the CMYK printing process unless a specific hard copy example of the colour required is provided with clear current instructions to match.
- c. Any digital proofs provided are for layout and typography purposes only and are not to be used as a colour match.
- d. Claims
  - (1) Any complaint about the quality of work or quantities delivered must be made in writing within seven working days of delivery
  - (2) Complaints of non delivery must be made within seven working days of notice of delivery.

### 5. Indemnity - Copyright and Defamation.

- a. The Company shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or any infringement of the proprietary or other rights of any third party.
- b. The Company shall be indemnified by the customer in respect of any claims costs and expenses arising out of any libellous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material printed for the customer.

### 6. Insolvency.

If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him the Company without prejudice to other remedies shall (a) have the right not to proceed further with the contract or any other work for the Customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Customer such charge to be immediate debt due to him and (b) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debt.

### 7. Law.

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.