

Account application

PPS OFFICE USE ONLY

Date:	Presented by:	
Cust. Code:	Limit:	Terms:

Please return to:

Peterborough Printing Services Limited
Ainsley House, Fengate, Peterborough PE1 5XG

Tel 01733 349881 Fax 01733 310711 Email accounts@pps-print.com Website www.pps-print.com

Company: _____

Address: _____

_____ Post Code: _____

Tel No: _____ Fax No: _____ Email: _____

Contacts: Buyer(s): _____

Accounts: _____

Registered Office: _____

Delivery Address: _____

(if different from trading)

Opening Times: From: _____ To: _____ Lunch: _____

Special Delivery Instructions: _____

Restrictions: _____

Invoices To Be Sent To: _____

(if different from trading address)

Are Debts Factored?

Yes

No

Company: Registration No. _____

VAT Registration No.: _____

Date of Financial Year End: _____

Partnership
THIS SECTION MUST BE
COMPLETED BY PARTNERS

Name & Address of Partners: _____

Is the company part of a group? Yes No

Details (Specify): _____

How long has the company been established? _____

Premises: Freehold Leasehold

Bank Details: Name: _____

Address: _____

Sort Code: _____ Post Code: _____

Account Name: _____

Account Number: _____

Trade References
(Two Companies with
continuous trading)

1. Name: _____

Address: _____

Tel No: _____

2. Name: _____

Address: _____

Tel No: _____

Monthly Credit Limit Required £ _____ per month

I would like to apply for a credit account. I have read and will accept your terms and conditions of sale.

Customer Name: _____ Customer Signature: _____

Position in Company: _____

PETERBOROUGH PRINTING SERVICES LIMITED CONDITIONS OF SALE

- 1. Price variation** Estimates are based on Peterborough Printing Services Ltd.'s current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- 2. Tax** Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Peterborough Printing Services Ltd. reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
- 3. Preliminary work** All work carried out, whether experimentally or otherwise, at customer's request shall be charged.
- 4. Copy** A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
- 5. Proofs** Proofs of all work may be submitted for customer's approval and Peterborough Printing Services Ltd. shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Peterborough Printing Services Ltd.'s judgement changes therefrom made by the customer shall be charged extra.
- 6. Delivery and payment** (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed payment shall become due.
(b) Unless otherwise specified the price quoted is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
(c) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.
(d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days Peterborough Printing Services Ltd. shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
(e) Payment shall be made for goods and services 30 days from the date of delivery, or availability, whichever is earlier.
- 7. Risk and property** (a) Risk of damage to or loss of the work shall pass to the customer (i) in the case of work to be delivered at Peterborough Printing Services Ltd.'s premises, at the time when Peterborough Printing Services Ltd. notifies the customer that the work is available for collection, or (ii) in the case of work to be delivered otherwise than at Peterborough Printing Services Ltd.'s premises, at the time of delivery or, if the customer wrongly fails to take delivery of the work, the time when Peterborough Printing Services Ltd. has rendered delivery of the work.
(b) Notwithstanding delivery and the passing of risk in the work, or any other provision of these conditions, the property in the work shall not pass to the customer until Peterborough Printing Services Ltd. has received in cash or cleared funds payment in full of the price of the work and all other work agreed to be done by Peterborough Printing Services Ltd. for the customer for which payment is then due.
(c) Until such time as the property in the work passes to the customer, the customer shall hold the work as Peterborough Printing Services Ltd.'s fiduciary agent and bailee and shall keep the work separate from those of the customer and third parties and properly stored, protected and insured and identified as Peterborough Printing Services Ltd.'s property. Until that time the customer shall be entitled to re-sell or use the work in the ordinary course of its business but shall account to Peterborough Printing Services Ltd. for the proceeds of sale or otherwise of the work, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
(d) Until such time as the property in the work passes to the customer (and provided the work is still in existence and has not been re-sold), Peterborough Printing Services Ltd. shall be entitled at any time to require the customer to deliver up the work to Peterborough Printing Services Ltd. and, if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.
(e) The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the work which remains the property of Peterborough Printing Services Ltd., but if the customer does so all monies owing by the customer to Peterborough Printing Services Ltd. shall (without prejudice to any other right or remedy of Peterborough Printing Services Ltd.), forthwith become due and payable.
- 8. Variations in quantity** Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
- 9. Claims** Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Peterborough Printing Services Ltd. and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to Peterborough Printing Services Ltd. and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to Peterborough Printing Services Ltd. within 28 days of delivery. Peterborough Printing Services Ltd. shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.
- 10. Liability** Peterborough Printing Services Ltd. shall not be liable for any loss to the customer arising from delay in transit not caused by Peterborough Printing Services Ltd.
- 11. Standing material** (a) Metal, film, glass and other materials owned and used by Peterborough Printing Services Ltd. in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain Peterborough Printing Services Ltd.'s exclusive property. Such items when supplied by the customer shall remain the customer's property.
(b) Type may be distributed and lithographic, photogravure or other work effaced immediately after the order is executed, unless written arrangements are made to the contrary. In the latter event, rent may be charged.
- 12. Customer's property** (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to Peterborough Printing Services Ltd. by or on behalf of the customer shall while it is in the possession of Peterborough Printing Services Ltd. or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.
(b) Peterborough Printing Services Ltd. shall be entitled to make a reasonable charge for the storage of any customer's property left with Peterborough Printing Services Ltd. before receipt of the order or after notification to the customer of completion of the work.
- 13. Materials supplied by the customer** (a) Peterborough Printing Services Ltd. may reject any paper, plates or other materials supplied or specified by the customer which appear to Peterborough Printing Services Ltd. to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
(b) Where materials are so supplied or specified, Peterborough Printing Services Ltd. will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
(c) Quantities of materials supplied shall be adequate to cover normal spoilage.
- 14. 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, Peterborough Printing Services Ltd. without prejudice to other remedies shall (i) 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 an immediate debt due from the customer, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in Peterborough Printing Services Ltd.'s 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 Peterborough Printing Services Ltd. thinks fit and to apply the proceeds towards such debts.
- 15. Illegal matter** (a) Peterborough Printing Services Ltd. shall not be required to print any matter which in Peterborough Printing Services Ltd.'s opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
(b) Peterborough Printing Services Ltd. shall be indemnified by the customer in respect of any claims, costs and expense arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 16. Periodical publications** A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks' notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks' notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless Peterborough Printing Services Ltd. may terminate any such contract forthwith should any sum due thereunder remain unpaid.
- 17. Force majeure** Peterborough Printing Services Ltd. shall be under no liability if Peterborough Printing Services Ltd. shall be unable to carry out any provision of the contract for any reason beyond Peterborough Printing Services Ltd.'s control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, 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 Peterborough Printing Services Ltd. elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 18. Consequential liability** (a) All liability for the contents, implied contents or omitted contents of all materials or products supplied by Peterborough Printing Services Ltd. shall be assumed by the customer, and Peterborough Printing Services Ltd. shall be indemnified by the customer in the event of any consequences arising from the inclusion, omission or misinterpretation of any matter from any materials or products supplied by Peterborough Printing Services Ltd.
- 19. Law** These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.
(b) Any liability for any consequences arising from any delays, errors of specification or failures to maintain agreements by any third parties or by Peterborough Printing Services Ltd. shall be assumed by the customer.