

# CREDIT APPLICATION FORM

PLEASE COMPLETE THIS FORM AND EMAIL TO:

**ACCOUNTS@PAPAYA-GROUP.CO.UK**

IF YOU HAVE ANY QUERIES, PLEASE CALL:

**029 2252 0581**

All fields marked with \* to be completed.



<b>*COMPANY NAME:</b>	
<b>*Company Address:</b>	Accounts if different
<b>*Post Code:</b>	Post Code:
<b>*Telephone:</b>	Telephone:
<b>*Fax:</b>	Fax:

<b>ACCOUNTS CONTACT NAME:</b>	
Email:	Telephone:

<b>TRADING STYLE:</b> eg Ltd., Co., Partnership, Sole Trader:
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<b>COMPANY REGISTRATION NUMBER</b> (if a Limited Company Please complete):
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<b>PARTNERS/PROPRIETORS DETAILS:</b> (if a non Limited Company Please complete):
Name:
Address:
Name:
Address:
If more than 2 please use separate sheet of paper

<b>CREDIT REQUIRED:</b>	<b>TERMS: 30 Days</b>
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<b>Trade Reference 1:</b>

<b>Trade Reference 2:</b>

<b>TERMS OF PAYMENT REQUIRED:</b>	
I/We hereby acknowledge that I/We have read and fully understand the Terms and Conditions set out overleaf which solely govern the provision of all services provided to Me/Us for the duration of My/Our credit account and I/We agree to be bound by them.	
<b>AUTHORISED SIGNATURE:</b>	Position
Date:	

For Office Use Only.	Credit Limit Given:	Credit terms Given:
Credit Checked By:		

REPRESENTATIVES NAME:

# PAPAYA GROUP STANDARD CONDITIONS OF CONTRACT

1. Price variation. Estimates are based on the printer's current cost of the production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such cost.
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, the printer reserves the right to charge the amount of any value added tax payable whether or not included on the estimate 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.  
Finished Artwork. Finished artwork is presumed to be same size and completely ready for use. An extra charge will be made for dropping in photographs, tints and retouching substandard artwork.  
Illustrations. All illustrations created by our company remain our copyright and are not to be reproduced by any other media.
5. Proofs. Proofs of all artwork may be submitted for the customer's approval and the printer 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 the printer'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 there upon or, if earlier, on notification that the work has been completed the ownership shall pass and 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 the 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 the printer shall then be entitled to payment for the work already carried out, materials specially ordered and other additional cost including storage.
7. Variations in quantity. Every endeavor will be made to deliver the correct quantity ordered, but estimates are conditionally upon the margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for over a shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
8. Claims. Advice of damage, delay or partial loss of goods in transit or of nondelivery must be given in writing to the printer 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 the case of a nondelivery, within seven clear days of delivery (or in the case of a non-delivery made in writing to the printer within 7 days of dispatch). All other claims must be made in writing to the printer within 7 days of delivery. The printer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with the except in any particular case where the customer proves (1) it was not possible to comply with the requirements and (2) advice (where required) was given and the claim made as soon as reasonably possible.
9. Liability. The printers shall not be liable for any loss to the customers arising from delay in transit or caused by the printer. Where the work is defective for any reason, including negligence, the printers liability (if any) shall be limited to rectifying such defect.
10. Standing material.
  - (a) Metal, film, glass and other materials owned by the printer and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film settings, negatives, positives a the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property.
  - (b) Type may be distributed and lithographic, photogravure or the work effected immediately after the order is executed unless written arrangements are made to the contrary. In the latest event, rent may be charged.
11. Customer's property. (a) Except in the case of a customer who is not contracting in the course of the business nor holding himself out as doing so, customer's property and all property supplied to the printer by or on behalf of the customer shall while it is in the possession of the printer 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) The printer shall be entitled to make a reasonable charge for the storage of the customer's property left with the printer before the receipt of the order or after notification to the customer of completion of the work.
12. General Lien – with out prejudice to other remedies, the printer shall in respect of all unpaid debts from customer have a general lien on all goods and property in his possession (whether on or not) and shall be entitled on expiration of 14 days notice to dispose of such goods or property as he thinks fit and to apply any proceeds towards such debt.
13. Materials supplied by the customer (a) the printer may reject any paper, plates or other materials supplied by the customer, which appear to him unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for the unreasonable delay but the printer is ascertaining the unsuitability of the materials then that amount shall not be charged. (b) Where materials are so supplied or specified, the printer will take 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. Outstanding Accounts – We reserve the right to charge interest on over due accounts calculated at a rate of 2% per calendar month from the original invoice.
15. 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 it's 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 printer without prejudice to other remedies shall
  - (1) Have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for the work already carried out (whether completed or not) and materials purchased for the customer, such change to be an immediate due to him, and
  - (2) In respect of all unpaid debts due from the customer have a general lien on all goods or 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.
16. Illegal matter. (a) The printer shall not be required to print any matter which in his opinions is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights of any third party. (b) The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matters or any infringement of copyright, patent, design or any other preparatory or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on the lawyer's advice in settlement of any claim. (c) Copyright – customers shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The customer will indemnify the printer and his agents from any claim arising thereof.
17. Periodical publications. A contract the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in the case of periodicals produced monthly or more frequent than 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should after completion of work on any one issue. Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.
18. Full colour Printing – every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of processes involved, printer shall not be required to guarantee an exact match in colour or texture between customer's original colour photograph or transparency and printed article. Customers who require colour reproduction of specific standard and who wish to check colour reproduction prior to printing must order a colour proof in writing when placing the order. This will be charged as an extra. It is customer's own responsibility to ensure that colour photograph(s) or transparency (s) submitted are suitable for the work hand. The company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals.
19. Laser copies. We can take no responsibility for printing not working on Laser type copiers and printers unless we have been informed of the intended use prior to printing.
20. Force majeure. The printer shall be under no liability if he shall be unable to carry out any provisions of the contract for any reason beyond his control including (without limiting the foregoing) act of god, legalisation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in completion of 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 give written notice to the printers elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
21. Law. These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and Wales.