

Your Details:

Contact: _____ Tel No.: _____
Email: _____ Mobile: _____

Your Companies Details.

Legal Name: _____
Entity limited sole trader partnership When did you start trading? _____
Address: _____
Postcode: _____
Telephone: _____ Fax: _____

Complete ONLY if Limited Company.

Registered No: _____ Date of Incorporation: _____
Registered Address: _____
Postcode: _____

Complete ONLY if Sole Trader or Partnership.

Name of Proprietor/Partner (1): _____
Home Address: _____
Postcode: _____
Name of Partner (2): _____
Home Address: _____
Postcode: _____

NB: if partnership, all partners must be listed and all partners must sign this form, please use multiple copies and staple together.

Bank Details.

Bankers: _____ Acc No: _____ Sort Code: _____
Branch Address: _____
Postcode: _____

Trade References x 2.

Company: _____
Contact Name: _____ Spend per month: £ _____
Tel: _____ Fax: _____
Company: _____
Contact Name: _____ Spend per month: £ _____
Tel: _____ Fax: _____

Accounts Ledgers Contact Details.

Accounts Contact: _____ Tel No.: _____
Expected average monthly spend (min £300): £ _____



t: 0870 122 11 23
e: info@custardcreative.co.uk

14 brookfield, duncan close
moulton park, northampton nn3 6wl.
england

f: 0870 122 44 23 isdn: 01604 671842
www.custardcreative.co.uk

Application for Credit Account

DECLARATION:

I confirm that the details given are correct.
I agree to strict 30 day payment terms, and agree that late payments will be subject to a £100 administration fee. I authorise the bank and trade references given to respond to status enquiries. I understand that the account facilities are subject to status.

Authorised Signatory: _____

Print name: _____

Position: _____

Date: _____

Signatory(2) _____

in case of partnerships, all partners must sign

Print name: _____

Date: _____

Signatory(3) _____

in case of partnerships, all partners must sign

Print name: _____

Date: _____

BACS payments to:
Custard Creative Limited Sort code: 30-96-09 Acc No: 03395366

All orders are subject to Custard Creative Limited terms and condition - see reverse

registered office:
custard creative limited
14 brookfield, duncan close, moulton park
northampton nn3 6wl. england.
registered in england no. 4501658
vat registered no. 536 6414 40



Definitions

The Company – means Custard Creative Limited of 14 Brookfield, Duncan Close, Moulton Park, Northampton NN3 6WL.

The Customer – means the person who orders the supply of Services or Goods from the Company.

Data – means the data files sent by the Customer. It can be supplied in magnetic or laser form on disc or sent by telecommunication, either directly, or indirectly via a third-party service provider. It can be produced using one of many programs.

Services – means the services rendered by the Company and the processing and materials used in those services.

Goods – means the film/bromide or the product result of the Services given to the Data sent by the Customer.

Price List – means the Company's price list as revised from time to time.

Order – means an order by a Customer for services or goods from the Company.

Prices

The prices in the Price List shall apply unless varied in writing.

1. The Customer acknowledges having received a copy of the Price List prior to placing an order.
2. All work carried out at the Customer's request, whether experimentally or otherwise shall be charged at the rates specified in the Price List or at the prevailing studio rate agreed at that time.
3. The Company reserves the right to make the following additional charges, as detailed in the Price List:
 - (a) a Corrections Charge if the Customers requires revisions to be made to the Data prior to or following Processing.
 - (b) a Waiting Charge in the event of personnel and equipment having been allocated to an Order beyond the time agreed between the Company and the Customer.
 - (c) any Costs and out of pocket expenses incurred by the Company in connection with any order.
 - (d) all charges for Goods produced from the Data supplied, even if the result was not as expected.
4. Any quotation given by the Company shall be open for acceptance for a period of 30 days. From that date the quotation, if not accepted, shall be deemed to have been withdrawn by the Company.

Presentation of Data

5. The Company shall not in any way become liable for incorrect or omitted output if caused by the Customer's failure to present the Data in the manner specified by the Company on or before accepting the order. If such a situation arises and results in the Company having to repeat the output of the Data the Company shall make additional charges based on the rates specified in the Price List. The Customer shall be responsible for ensuring that it keeps a back-up copy of all Data or material provided to the Company and the Company shall not be responsible for any loss, direct or indirect, as a result of failure by the Customer to keep such back-up copy.
6. The Customer shall supply any such information relating to the Data, as requested by the Company in its literature or otherwise.
7. The Customer shall follow the guidelines laid down by the Company in its literature, in relation to the presentation of the Data, whether it is supplied in magnetic (disc) form or transmitted by telecommunications.

Despatch

8. Time of despatch by the Company shall not be of the essence of any contract.
9. The Customer shall pay despatch charges as specified in the Price List.
10. While the Company shall make every effort to meet despatch schedules given by the Company, such schedules are to be treated as estimates and are subject to extension to cover delays caused by events beyond the Company's control.
11. The Company shall not be liable in any for loss or damage to the Customer or any third party arising out of its failure to meet a despatch schedule whether or not third parties are involved.

Delivery

12. The Company will not be responsible for late delivery, damage to the Goods, or lost Goods. The Company's responsibility towards the Goods despatched ends at the Company's premises. The choice of the despatch method and the responsibility for such rests with the Customer.

Payment

13. Payment of an invoice will become due prior to the 28th of the following month. i.e. we expect to receive payment on the 28th day of the month for all goods and services invoiced and delivered to you in the previous month. The Company reserves the right to charge interest on unpaid invoices at the rate of 2% per month for each month beyond the 28th day of the month following the date of invoice.
14. The Customer shall not be entitled, for any reason, to withhold or set-off payment of any invoice or make any deduction or counterclaim.

TAX

13. 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 Company reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice. All the prices in the Price List are exclusive of any tax.

Accuracy of Work

15. Although the Company will make every reasonable effort to ensure accuracy, the Customer accepts responsibility for checking immediately upon receipt that the work returned from the Company is in accordance with the Customer's specifications.
16. The Company shall not be held responsible for any errors of accuracy notified to the Company at any stage after acceptance of the work by the Customer. A Customer shall be deemed to have accepted goods or services if the Customer fails to notify the Company of any inaccuracies or faults within five working days after they are supplied to the Customer.
17. The Company's liability for defects in the goods caused by the negligence of the Company shall be limited to the replacement by the Company of the films/prints and the despatch to the Customer by the same or similar method as was used for the despatch of the original goods at no cost to the Customer provided that such defect is notified in accordance with Clause 16 above and that the films/goods have been returned to the Company as evidence of such defects.
18. The Company shall not be held responsible for errors in work output which are due entirely, or in part, to the software chosen and used by the Customer.
19. In any event the liability of the Company hereunder for any defects/errors in the goods which are the subject of an Order shall be limited to the amount payable to the Company under the Order.
20. The Company shall not be liable for consequential loss or loss of profit or any other indirect loss of whatsoever nature including (without prejudice to the generality of the foregoing) claims for proofs, plates, printing or delivery costs.
21. Where a complaint or a claim has been made in respect of goods alleged to be defective the Company may suspend further deliveries of any goods under any order which may have the same or similar alleged defects until such complaint or claim has been resolved. In such event the applicable delivery dates shall be postponed.
22. It shall be the responsibility of the Customer to check the accuracy of any work produced by the Company immediately upon receipt. It is the Customer's responsibility to arrange such checks in the event of the work being despatched to another address as instructed by the Customer.

Libellous or Illegal Matter

23. The Customer shall indemnify the Company in respect of any claims, costs, damages or expenses arising out of any defamatory matter or any infringement of copyright or patent or trademark or registered design contained in any materials processed for the Customer.
24. The Company shall not be required to process any matter which, in its opinion is, or may be, of any illegal or defamatory nature.

Insolvency

25. If the Customer, whether a company or individual, makes any voluntary arrangement with its creditors or becomes subject of an administration order or becomes bankrupt or goes into liquidation, will have the right to declare that all sums due become due immediately and payable.

Force Majeure

26. The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any failure to perform, or delay in performing any of the Company's obligations in relation to the Goods if the delay or failure is beyond the Company's reasonable control:
 - (a) Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance of requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind by local authority, government or parliament;
 - (b) import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes whether involving employees of the Company or of a third party;
 - (c) difficulties in obtaining raw materials, labour (including ill health of employees), fuel, parts or machinery; power failure or machinery breakdown.

Customer's Property

27. The Company accepts no responsibility for any loss or damage to Data or property in the Company's possession, or in delivery, unless the Customer has given expressed written instructions and agreed to pay for any such insurance on such Data or property. While reasonable care is taken against loss of or damage to articles entrusted to the Company, all are held at the sole risk of the Customer, or any such insurance protection.

Law

28. These Terms and Conditions and any other terms or conditions made between the Company and the Customer shall be governed by the laws of England and Wales and the Customer hereby accepts the non-exclusive jurisdiction of the English Courts.