

Application for a Credit Account

Please answer all sections (in block capitals)

When your application is complete please email it to: hello@colyer.co.uk with a company letterhead.



Full Name and Trading Style _____

Year Commenced Trading _____

Address (Street & No.) _____

VAT Number _____

Town _____

Address of Accounts Department (if different) _____

County _____ Postcode _____

Street & No. _____

Tel _____ Fax _____

Town _____ Postcode _____

Registered Office _____

County _____ Fax _____

Reg. No. _____

Tel _____ Reg. No. _____

Bought Ledger Contact _____ Mr/Mrs/Ms

Nature of Business _____

Please supply a copy of your firm's headed paper

Annual Turnover _____

Credit Required: Max monthly amount £ _____

Issued Capital _____

If over £10,000 please include latest accounts

Number of Staff Employed _____

Accounts required: Standard Graphics

Special Z Electronic

Directors' Names _____

Name and Address of Bank _____

S.C. -- Acc.No.

Names and address of trade references (three required). Please quote companies where similar credit limits apply.

1 _____ 2 _____ 3 _____

Conditions of Granting Credit accepted by the Applicant All invoices are nett, plus carriage and VAT charged at the appropriate rate. Credit is granted only in accordance with any restrictions placed upon this account. Credit may be stopped if the account exceeds the agreed credit limit, or falls into arrears and further action may be taken by Colyer Graphics Ltd.'s discretion.

Consent to Contact Bankers and Referees It is understood and agreed that Colyer Graphics Ltd., may contact the Bank and referees listed above for information and request opinions and references with regard to the Company / Account Name. It is understood that the account may not be opened until satisfactory references have been received.

We are aware that "Title of goods" only passes upon full payment. On behalf of the Applicant, I/we understand and accept the conditions printed above and the conditions of sale on the reverse of this form and state that I am duly authorised by the above company to sign this application and give the following warranty.

Warranty In consideration of the granting of credit facilities I/we agree to make settlement of Standard Graphics and Special Z Electronics Accounts 30 days from month end.

Signed _____

Name _____

Position _____

Date _____

Name of person to be notified when account open: _____

General Terms And Conditions

1. Status of Parties

The Colyer Group shall include all companies owned or having a trading style used by the company. They are: Colyer London, Colyer Technical, Colyer Graphics & Office Supplies, Colyer Group Ltd, Digital Print Factory Ltd, (referred to as "the Colyer Group"). The "Customer" referred to in this Agreement as "the Client" shall be the party to whom all goods or services are sold and/or supplied. Where the Client is a limited company and goods and services are sold or supplied to any associated or subsidiary company, such associated or subsidiary company shall also be a client for the purposes of this Agreement.

2. Application

Every offer, quotation, acceptance and contract for the sale or supply of goods and services by the Colyer Group is made subject to these conditions and any alternative conditions proposed by the Client are hereby expressly excluded.

3. Acceptance

All quotations and estimates are given subject to confirmation by Colyer Group.

4. Prices

Prices are quoted as at the date of quotation and are exclusive of Vat and delivery costs. Prices may be varied at any time before delivery of the goods and/or services to cover any increase in the costs. All goods will be invoiced and payment will become due at the prices prevailing at the date of delivery.

5. Payment

Unless otherwise specifically agreed in writing payment shall be made without set off or deduction and is due on delivery of the goods and/or completion of any work. Payment on the specified date will be required before any further deliveries or services are made. In addition to any other rights the Colyer Group may have against the Client, if the Client fails to make payment on the specified date the Colyer Group shall be entitled to charge interest on the amounts outstanding until the actual date of payment at the rate of 2% per month to be compounded. Such interest to be added every six months for the purpose of calculating the figure on which future interest is to be assessed.

6. Delivery

(a) Although the Colyer Group will make every effort to deliver goods or services on the agreed date, time is not of the essence of the contract in this respect and they will be under no liability to the Client in respect of deliveries or services delayed for any reason and in particular will in no event be liable for any consequential loss suffered by the Client by reason of delay, delivery of goods and/or services.

(b) Where the Colyer Group have agreed to arrange dispatch of the goods to the Client's premises they will only be liable in respect of any loss of or damage to or destruction of any goods during delivery if notice in writing of such loss or destruction is sent to the Colyer Group by fax/email immediately.

If by reason of the failure of the Client to give any such notice as provided above the Colyer Group suffer loss in making recovery from the carriers in respect of the loss, damage or destruction complained of which would not otherwise be recoverable from the Client then the Client shall be liable to reimburse the Colyer Group for such loss.

7. Cancellation

If goods are supplied which are cancelled or returned by the Client it shall be a condition hereof that on such cancellation or return that the Client shall indemnify the Colyer Group against all loss and expense occasioned thereby. Furthermore, where an order is placed by the client for goods which are outside the normal range of goods supplied by the Colyer Group or goods are supplied to the Client's own specification such order may not be cancelled or goods returned without the prior written consent of the Colyer Group (which is in their absolute direction).

8. Risk and property

(a) The goods shall be and thereafter remain at the Client's risk upon delivery.

(b) The Colyer Group reserve the legal and beneficial ownership in the goods at all times until payment has been made by the Client of all sums owing by it on any account to the Colyer Group. The Client shall not part with possession sell or otherwise part with possession of the goods until payment in full as stated herein has been made.

(c) The Client agrees to store the goods in such a way as to render them readily identifiable as the property of the Colyer Group.

(d) The Client hereby authorises the Colyer Group, its employees or agents to enter onto the Client's premises for the purpose of removing any goods which under the terms hereof are the property of the Colyer Group.

(e) Subject to (b) above the Client's right to transfer ownership of the goods shall terminate upon any of the following events:

(i) If the Client is a limited company upon any resolution or petition to wind up the Client's business (other than for the purpose of amalgamation or reconstruction) being passed or presented or upon a Receiver or the undertaking, property or assets (or any part thereof) of the Purchaser being appointed.

(ii) If any distress or execution is levied upon the Purchaser's property or assets or if the Client makes or offers any arrangement or composition with its creditors.

(iii) If the Client shall cease or threaten to cease to carry on business.

9. Insolvency, default etc.

(a) If it appears to the Colyer Group that the Client may be unable to pay its debts the Colyer Group shall (without prejudice to its right under paragraph 7) be entitled to demand security prior to delivery either by payment in cash or by a Bank guarantee notwithstanding any terms of payment previously agreed and in the event that the Client is unable to provide such security the Colyer Group shall be entitled on supplying notice in writing to withdraw from the contract without liability.

(b) If the Client commits a breach of contract or is in default of any other of its obligations to the Colyer Group or if any distress or execution is levied upon the Client's property or assets, or if the Client makes or offers any arrangements to composition with its creditors, or if the Client is a limited company and any resolution or petition to wind up the Client's business (other than for the purpose of amalgamation or reconstruction) is passed or presented, or if a Receiver of the undertaking, property or assets or any part thereof (being a limited company) is appointed or the Client shall cease or threaten to cease to carry on business then the Colyer Group may without notice:

(i) Suspend or terminate the contract or any part thereof; and

(ii) Stop any goods in transit; and

(iii) Recover any goods from the Client's premises for which payment has not been made in full.

10. Representations

The Client hereby confirms that no representation has been made by or on behalf of the Colyer Group in connection with goods and/or services supplied by the Colyer Group save as recorded in writing.

11. Illustrations and Descriptions

All specifications, descriptive matter, sizes and reference to colour matching supplied by the Colyer Group are approximate only and are subject to availability of raw stocks at the time of manufacture. They are not deemed to form part of any contract of sale and are not to be regarded as a warranty or representation.

12. Date Recognition Exclusion Clause

Colyer Group accepts no liability or responsibility (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) The failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the customer or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with:

Any change of year dates or time (whether on or before or after such change of year, date or time)

(b) Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the customer or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification.

(c) Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the customer or of any third party related to any such change of year, date or time.

13. Contracts (Rights of Third Parties) Act 1999

The Parties agree that no person including but not limited to parties referred to in the Contract or other documents and to whom such rights may attach; and who is not a party to this contract shall be entitled to enforce any terms thereof against either Party pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. Non Solicitation

The Client shall not solicit in any way the services of or offer to employ any employee or sub-contractor of the Colyer Group (or any person who has been an employee or sub-contractor during the previous year) who is or has been engaged in carrying out the Colyer Group's obligations under this Agreement nor shall the Client actually employ or contract with such an employee or sub-contractor without the written consent of the Colyer Group, during the period commencing on the date on which services subject to these terms and conditions are ordered by the Client and ending six months after the later of:

(a) the date on which such services are completed; and

(b) the date on which such employee or sub-contractor ceases to be employed by or contracted to the Colyer Group.

15. Applicable Law

These conditions and the contract shall be subject to and construed in accordance with English law, and the courts of England shall have exclusive jurisdiction in all matters connected therewith or relating thereto.

16. Severance

These Conditions shall apply in so far as they are held to be lawful and enforceable. If any Condition or part of a Condition shall be held to be unlawful and unenforceable then these Conditions shall be read and construed as if such Condition or part was omitted.

(07/08)