

# Application to Trade

Please complete all relevant sections, leaving the pale blue (for TMG representative) and cream (for your signature after credit facility has been agreed) areas free.

Full Company Name

Trading as (if different)

Full Company Address:

Postcode

Telephone Fax

Main Contact

Accounts Contact

**We Invoice electronically - please supply your email contact information as follows:**

Invoice email address

Statements email address

Please Tick One  Sole Trader  Partnership  Limited Company

Registered Office

Date Established Issued Capital

Company Registration Number

Invoice / Statement Address (if different from trading address)

Sole Traders or Partnerships Only

Names & Home Addresses of Each Partner

## TMG Internal Use Only

date received sector

rep welcome letter sent

Bank Name

Bank Address

Account Number

Sort Code

Referees

Please provide Names & Addresses of 2 suppliers with experience of Credit Limit Required

1. Name

Address

Telephone Fax

2. Name

Address

Telephone Fax

Credit Limit Requested

Credit Terms Requested

Credit Limit Agreed

Credit Terms Agreed

**I have read and accept the MANSON Group Limited Terms & Conditions of Trading as attached**

Signature of Applicant

Position Date

If the application is from a Limited Company, this form must be signed by a responsible official, stating position held. In the case of a Partnership, one of the Partners must sign.

Authorised by Date

**Please attach a copy of your Official Letterhead**

**1. Price Variation** Estimates are based on the Printer'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 Exempt** 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 or invoice.

**3. Preliminary work** All work carried out, whether experimentally or otherwise, at Customer's request, shall be charged.

**4. Copy or Original Input** A charge may be made to cover any additional work involved where copy supplied is not clear and legible (Please refer to documentation at [www.manson-group.co.uk/clients](http://www.manson-group.co.uk/clients)).

**5. Proofs** Proofs for all work may be submitted for 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.

**6. Claims** Advice of damage, delay or partial loss of goods in transit of non-delivery, must be given in writing to the Printer and the carrier within 3 days of delivery, (or, in the case of non-delivery, within 28 days from the date of the despatch). All other claims must be made to the Printer within 28 days of delivery. The Printer 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. The Printer's liability for compensation shall be limited to rectifying the fault incurred or compensation in the form of a credit equivalent to the production cost of the Printer for the page or pages in question.

**7. Liability** In no circumstances shall the Printer be liable for any indirect, consequential or economic loss (including, without limitation, loss of profit) arising from errors or delays in the service and the Printer shall not in any event be liable in respect of losses or expenses of the customer arising directly or indirectly.

**8. 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 the ownership shall pass and the payment shall become due. (b) Unless quoted in writing by our Director, payment is due on despatch of the goods to the Customer and time of payment is the essence. (c) Unless otherwise specified, the price quoted excludes delivery. A charge may be made to cover any extra costs involved for delivery. (d) Should expedited delivery be agreed, an extra may be charged to cover any overtime or any other additional costs involved. (e) If work is suspended or delayed by default, or at the request of the Customer, payment will become due as above for work carried out or materials used or specially purchased, plus any storage. Should any payment for goods not be made as and when they become due, the Company shall be entitled, without prejudice to any other right or remedy suspend all further deliveries until such payments be made. (f) Without prejudice to any other of the Company's rights, the Customer shall pay interest compounded at the statutory late payment interest rate, from time to time on any sums due but unpaid to the Company, from the due date until the actual date of payment and the Customer be liable for all costs, including legal fees, incurred in the collection of any sums overdue.

**9. Title** (a) Title to the goods shall not pass to the Purchaser until payment in full of the price, therefore until such payment the Purchaser shall be possession of the Goods as bailee for the Seller and shall store the Goods in such a way as to enable them to be identified as the property of the Seller, provided that if the purchaser is purchasing the Goods for resale, the Purchaser may, as agent for the Seller, sell and deliver the Goods to a third party in the ordinary course of the Purchaser's business, on condition that until such payment, as aforesaid, the Purchaser shall hold all proceeds of such sales in trust for the Seller and in a separate account. The Purchaser hereby assigns the Seller all rights and claims which the Purchaser may have against its customers arising from such sales, until payment is made in full, as aforesaid. (b) The Seller reserves the right to re-possess any Goods, in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and licence to the Seller's servants and agents to enter upon all or any of its premises, with or without vehicles, during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.

**10. Variations in quantity** Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted.

**11. Standing material** (a) Film, digital media and other materials owned by the Printer and used by him in the production of plates, film-setting, negatives, positives and the like shall remain his exclusive property. Such items, when supplied by the Customer, shall remain the Customer's property. (b) Film may be distributed and lithographic or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the later event, rent will 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 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 at Customer's risk unless otherwise agreed, and the Customer should insure accordingly. (b) The Printer should be entitled to make a reasonable charge for storage of any Customer's property left with the Printer, before receipt of the order or after notification to the Customer of completion of work.

**13. Materials supplied by the Customer** (a) The Printer may reject any paper, plates, origination, or any materials supplied or specified by the Customer which appear to be 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 unreasonable delay by the Printer in ascertaining the unsuitability of materials, then that should not be charged to the Customer. (b) Where materials are so supplied or specified, the Printer will take every care to produce the best results, but responsibility shall 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. Periodical Publications** 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 other issue. Nevertheless the Printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

**15. Illegal matter** (a) The Printer shall not be required to print any matter which in their 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) The Printer shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter or 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. Insolvency** If the Customer ceases to pay their debts in the ordinary course of business or cannot pay their 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 them, the Printer, without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the Customer (whether ordered or contracted for before or after the date of this contract) and be entitled to charge for any work carried out (whether completed or not) and materials purchased for the Customer, such charge to be an immediate debt to them, and (ii) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in their 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 they think fit and apply the proceeds towards such debts.

**17. Force Majeure** The Printer shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond his 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 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, by written notice to the Printer, elect to terminate the contract and pay for work done and material used, but subject thereto shall accept delivery when available.

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