



15 Maddox Street
London
W1S 2QQ
t: 020 7629 5661
f: 020 7629 7500
e: post@tdo.co.uk
w: www.tdo.co.uk

Account Application

Company or firm name: _____

Address: _____

_____ Tel no: _____

Registered office (if different): _____

If sole proprietor or partnership please state:

(a) Sole proprietor full name and address: _____

or (b) Two partners' full names and addresses: _____

Company registration no: _____

Type of business: _____

Estimated monthly expenditure: £ _____

Trade references:

1. Name and address: _____

2. Name and address: _____

Bank reference:

Name and address: _____

Account name: _____ Account no: _____

I/We authorise you to use the information provided to assess my/our eligibility for credit and for marketing purposes. By making a contract with you I/We consent to the processing of the information for these purposes, unless otherwise indicated.

Signed on behalf of applicant by: _____

Name of signatory and position held: _____

Date: _____

(Please attach to this form a copy of your company's letterhead)

TERMS AND CONDITIONS

In these conditions:

"Contract" means any agreement entered between You and Us for the performance of reprographic services by Us, "You" or "your" refers to you, the customer, and "We", "Us" or "our" refers to Times Drawing Office, a division of TDO Reprographics Limited, of 15 Maddox Street, London, W1S 2QQ.

All quotations, estimates, price lists, orders and Contracts accepted by Us are subject to these terms, which supersede any other terms in your own terms and conditions or elsewhere, and shall override and exclude any other terms stipulated or incorporated or referred to by Us, whether in the order placed by You, in any negotiations, or in any course of dealing established between You and Us (and your delivery to Us of the documents relating to the work shall be conclusive evidence of your acceptance of these terms to the exclusion of all others). In the event of any discrepancy between these terms and any others contained in material provided by us, these terms shall prevail.

These terms and conditions limit the extent of Our liability in any action against Us, howsoever arising, whether the action be founded in contract, tort or otherwise.

1. Limitation of liability

a) Our maximum liability in connection with any loss, damage, destruction, detention or misdelivery of any documents or material either supplied by You, by Us or by any third party shall be limited to the sum of £1000, or the amount paid under the individual contract in question, whichever is the lower. You accept that we do not bear any responsibility or risk for any such loss, damage, destruction, detention or misdelivery arising by virtue of the delicate or unique nature of the materials submitted to Us, the costs associated with creating, procuring or obtaining those materials, or otherwise.

We shall be under no liability whatsoever in respect of any documents or materials that are of a fragile or impermanent nature or otherwise in bad or imperfect condition, or in respect of documents delivered to Us that do not relate to the work undertaken by Us.

We advise You to effect your own appropriate insurance for the cover for loss or damage of originals of high value.

b) We shall be under no liability in respect of defects in work which have not been notified to Us within 7 days of dispatch of the work to You.

c) We may at any time notwithstanding prior acceptance of any order for work, refuse to undertake or complete all or part of such work, or shall be under no liability whatsoever to You in respect of such refusal, but You shall be liable to pay Us for work done on a pro-rata basis.

d) You agree that in respect of any other liability than that 1 (a), (b) and (c) above howsoever arising, our liability in the execution of this contract is limited to a sum not exceeding the fees agreed to be paid to Us for work undertaken in respect of that individual contract.

Nothing in these terms and conditions shall limit our liability in negligence for death or personal injury or for fraudulent misrepresentation.

2. Delivery

The times given by Us for the completion and/or delivery, whether of the completed or partly

completed work, of the work, are given as best estimates only. Time of delivery is expressly excluded from being of the essence in the performance of our obligations under any Contract. We shall be under no liability for economic loss, loss of profits, loss of business opportunities or any loss, costs, penalties or damages whatsoever in respect of any failure to deliver or complete within the estimated time, nor shall You be entitled to rescind the contract on this account. Delivery of the completed or partly completed work shall in all events be at your risk and expense.

3. Sub Contracting

We may engage sub-contractors and agents to perform work on any part thereof on our behalf. We enter into the Contract for ourselves, our servants, sub-contractors and agents, all of whom shall have the benefit of the Contract and these terms & conditions.

4. Payment

If You do not have an account with Us, You shall pay 50% of the estimated cost of the Contract upon placing the order and You shall pay the balance upon Your collection of the work, or upon dispatch of the work from our premises, whichever is the earlier. Until We receive payment in full of all sums outstanding to Us We shall be entitled to retain both the work we have produced and any originals from which it may have been produced.

If you have an account with Us, You will be invoiced directly for the work we have done.

We reserve the right to seek repayment of all costs (including without limitation all legal costs, other professional costs, and any costs arising in instructing debt collection agencies) incurred by Us in obtaining payment of all sums due to Us, and You agree to indemnify Us accordingly.

Regardless of the method of payment specified above, You agree to pay Us the sums due under the Contract without any deduction or set off. Time of payment shall be of the essence.

We reserve the right to charge interest on any money which is not paid to us by the due date. Such interest shall accrue and be calculated on a daily basis, both before and after any judgment, and until the date on which it is actually paid, at a rate equivalent to the rate prevailing at the due date as prescribed by the Secretary of State pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall be compounded quarterly and be payable on demand.

Accounts shall be subject to such conditions as to payment as We shall prescribe from time to time. We may terminate any account without notice and without giving any reason and may demand that any monies owing shall be paid forthwith.

5. Prices

All prices are subject to VAT at standard rate.

The standard listed prices are minimum prices and are subject to increase for difficult work or work done under conditions which may warrant higher charges, such as transparentising, blocking out, or other methods.

Substantial orders may be subject to discount according to the process of work involved.

All intermediate sizes are charged at the next higher price.

Ordnance Survey Maps are Crown Copyright and any reproductions of such maps (or any part) are subject to payment of a royalty to H.M Stationary Office, other than where an appropriate licence is held and a letter of permission for exclusion from

such charge is produced,

6. Copyright and Trademark Protection

The acceptance by Us of any Orders is conditional upon You having obtained full rights to reproduction. You agree to indemnify Us in the event that performance of our obligations under any Contract results in the infringement of the intellectual property rights of any third party.

You warrant that no material delivered to Us shall be defamatory, obscene, or offensive or otherwise render Us liable to threatened or actual legal action which We may sustain, incur or pay, in connection with any services provided by Us, our servants, agents or sub-contractors, under or resulting from the Contract.

7. Force Majeure

We shall not be liable for loss or damage, and shall be entitled to cancel or rescind any Contract if the performance of our obligations under the Contract is in any way adversely affected by any cause beyond our control including (but not limited to) the delays or default of any sub-contractor, or caused by any act of God, war, strike, lock out, trade dispute, hostility, riot, fire, explosion, flood, accident to plant or machinery, shortage of materials or labour sabotage, lack of power, injunction, compliance with governmental laws, regulations or orders, or breakage or failure of machinery, or any other cause whether or not described above which affects performance of the Contract arising from or attributable to acts, events, non-happenings, omissions or accidents beyond our reasonable control.

8. Lien

We shall have a lien on all documents and any other subject matter delivered to Us by You, for our charges for work and for any monies owing by You, and failing the payment of such charges and monies within a reasonable time following request for payment, We may sell all or any of the documents in partial or complete satisfaction thereof.

9. Construction

Each provision of this contract is to be construed as a separate term applying and surviving if for any reason one or the other of the said provisions is held inapplicable or unreasonable in any circumstances,

10. Headings

Headings of Terms and Conditions are for convenience only and shall not affect the construction of these terms and conditions.

11. Governing Law

English law governs the Contract. Both You and We submit to the non-exclusive jurisdiction of the English courts in the resolution of any dispute arising from these terms and conditions or from any Contract.

12. Third party rights

Nothing in these terms and conditions shall confer on any third party any benefit or the right to enforce any such term, save as otherwise provided in these terms and conditions.