

# APPLICATION FOR CREDIT ACCOUNT

## COMPANY DETAILS

COMPANY NAME .....

FACTORY ADDRESS: .....

.....

POSTAL ADDRESS: .....

.....

PHONE: (    ) ..... FAX: (    ) .....

ABN: .....

REGISTERED COMPANY NAME: .....

REGISTERED COMPANY ADDRESS: .....

TYPE OF BUSINESS: ..... HOW LONG IN BUSINESS? .....

OWNERSHIP: (Please circle one) SOLE OWNERSHIP / PARTNERSHIP / COMPANY

CREDIT LIMIT REQUIRED: \$.....

## Names of Partners, Proprietor/s or Directors

.....

Address: ..... Address: .....

.....

Phone: (    ) ..... Phone: (    ) .....

## BANK DETAILS

BANK: .....

ACCOUNT NAME: .....

BSB: ..... A/C NO: .....

## ACCOUNTS CONTACT:

Name: .....

Phone: .....

Email: .....

Head Office  
52 Clapham Road  
Sefton NSW 2162  
P.O. Box 206  
Regents Park NSW 2143

p 02 9743 9547  
f 02 9645 2219



**ORDERS CONTACT:**

Name: ..... Name: .....  
 Phone: ..... Phone: .....  
 Email: ..... Email: .....  
 Mobile: ..... Mobile: .....

**TRADE REFERENCES (please supply fax numbers)**

1. COMPANY NAME: ..... PHONE: ( ) .....  
 ADDRESS: ..... FAX: ( ) .....  
 .....
2. COMPANY NAME: ..... PHONE: ( ) .....  
 ADDRESS: ..... FAX: ( ) .....  
 .....
3. COMPANY NAME: ..... PHONE: ( ) .....  
 ADDRESS: ..... FAX: ( ) .....  
 .....

APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES.  
 THE UNDERSIGNED JOINTLY AND SEVERALLY GUARANTEE THE PROMPT PAYMENT OF ALL INDEBTEDNESS.  
 PLEASE REFER TO ATTACHED FOR OUR TRADING TERMS AND CONDITIONS.

SIGNED: .....  
 TITLE: .....  
 DATE: .....

SIGNED: .....  
 TITLE: .....  
 DATE: .....

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Head Office  
 52 Clapham Road  
 Sefton NSW 2162  
 P.O. Box 206  
 Regents Park NSW 2143

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These Terms and Conditions apply to all work (including, but no limited to, printing and mailing services) performed by Cheque-Mates Pty Ltd ('CM'). They are the only terms on which CM will perform work. CM will not perform work on any written or oral terms, conditions, counter offers or amendments proposed by or on behalf of the Customer at any time.

**1. INTRODUCTION**

**1.1 Application of these Terms and Conditions**

These Terms and Conditions are incorporated into any contract between CM and its customer for the supply of goods and/or services by CM to the customer.

**1.2 Interpretation**

In these Terms and Conditions:

- "Business Day" means a day on which banks are open for general banking business in the State or Territory in which CM premises are located;
- "Estimate" means the estimate referred to in sub-clause 2.1 (b) (as amended in accordance with clause 2.4);
- "Goods" means the final goods produced by CM by completing the Order;
- "GST" means A New Tax System (Goods and Services Tax) Act, 1995;
- "Interest Rate" means the aggregate of two percentum (2%) and the rate of interest expressed as a percentage per annum charged by the Commonwealth Bank of Australia from time to time on Overdraft Accounts exceeding One Hundred Thousand Dollars;
- "Order" means the work required to be done in order to fulfill the customer's instructions;
- "Quote" means the quote described in clause 2.1.

**1.3 General**

In these Terms and Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause is a reference to a clause of these Terms and Conditions;
- (c) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (e) a reference to a period of time (including, without limitation, a year, a quarter, a month and a day) is to a calendar period.

**1.4 Headings**

In these Terms and Conditions, headings are for convenient reference only and do not affect interpretation.

**1.5 Business Day**

- If the day on which an act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing;
  - (a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
  - (b) in all other cases, may be done on the next Business Day.

**2. QUOTES**

**2.1 CM to supply Quote**

CM may, if requested by the Customer, give the customer a Quote specifying:

- (a) the work required to be done in order to fulfill the customer's instructions; and
- (b) an estimate of CM charges for the performance of such work.

**2.2 Acceptance by customer**

Where CM has given the customer a Quote:

- (a) CM need not commence work until the Quote has been accepted by the customer in the way of a written order.
- (b) The customer must accept the Quote by instructing (as a written order) CM to commence work.
- (c) Acceptance by the customer of the Quote will constitute acceptance by the customer of these Terms and Conditions.

**2.3 Quote evidence of instructions**

If a written Quote is accepted by the customer, the work the subject of the Quote shall be carried out and the customer shall pay for the work in accordance with the within Terms and Conditions.

**2.4 CM may revise Estimate**

CM may amend any Estimate before the Order has been completed to take into account any rise or fall in the cost of performing the Order and CM shall notify the customer of such amendment as soon as practicable thereafter. Upon CM being given the customer notification of such amendment such amended estimate shall be and be deemed to be the Estimate for the purposes of these Terms and Conditions.

**3. CHARGES**

**3.1 Invoice**

Subject to clause 5.3, when the order has been completed, CM will issue an invoice to the customer for the amount of the Estimate or, if no Estimate was made, for an amount representing CM charges for the work done in filling the Order, and for any of the other charges specified in clause 3.2.

**3.2 Additional Charges**

In addition to the amount of the Estimate, or where no Estimate was given, in addition to the amount representing CM charge for the work done, CM may charge to the customer:

- (a) fees for any preliminary work performed at the customer's request;
- (b) fees for additional work required to be done as a result of the customer changing his, her or its instructions;
- (c) fees for having to work using poor stock supplied by the client or its third party;
- (d) fees for work which involves tables or foreign language and which was not notified to CM before the Quote was prepared;
- (e) fees for additional work required to be done as a result of author's corrections, including repagination or reformatting;
- (f) fees and other charges for work required to be done urgently, including any overtime costs;
- (g) fees for handling or storing material or equipment supplied by the customer for the purposes of the Order;
- (h) freight costs and charges;
- (i) other charges, fees or disbursements referred to in these Terms and Conditions and not specified in this clause;

**3.3 For the purposes of these Terms and Conditions:**

- (a) the term "CM's charge" refers in each case to the standard or usual fee charged by CM from time to time in respect of the Order;
- (b) "preliminary work" means all and any work performed by CM at the customer's express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of CM at the time when CM supplied the Estimate;
- (c) "additional work" includes all work undertaken by CM as a consequence of the customer's variation, alteration or modification of its instructions in relation to the Order; and
- (d) "freight costs and charge" includes all costs and expenses incurred by CM in removing the Goods from its premises, whether by way of actual or attempted delivery to the customer or otherwise.

**4. DELIVERY**

**4.1 Notification**

CM shall notify the customer when the Goods are either ready for collection or have been lodged with the specified transport provider.

**4.2 Collection**

The customer must collect the goods from CM premises upon being notified by CM that the Goods are ready for collection. If CM agrees to deliver the Goods the customer shall bear all freight costs and charges of such delivery.

**4.3 Rejection**

- (a) Subject to clause 7.1 the customer may only reject the Goods if they do not comply with the customer's instructions. If the customer wishes to reject the Goods, the customer must notify CM of the rejection.
  - (i) If CM agrees to deliver the Goods to the customer's premises - within 7 days of delivery (or such other time as is mutually agreed);
  - (ii) otherwise - within 7 days of notification that the Goods are ready for collection (or such other time as is mutually agreed);
- (b) In the event of a dispute arising as to whether or not the Goods comply with the customer's instructions the matter will be dealt with in accordance with the provisions of clause 8.9 of these Terms and Conditions.

**4.4 Risk**

The risk in the Goods passes to the customer;

- (a) if CM delivers the Goods to the customer's premises - at the time of delivery;
- (b) when CM passes the goods to the specified transport provider;
- (c) otherwise - at the time CM notifies the customer that the Goods are ready for collection.

If the customer is entitled to reject the Goods and rejects the Goods in accordance with these Terms and Conditions, risk reverts to CM at the time the customer notifies CM that the Goods are rejected.

**5. PAYMENT**

**5.1 Time for payment**

The customer must, within 14 days of the customer receiving CM invoice, pay to CM the total amount set out in the invoice.

**5.2 Interest**

CM may charge interest at the interest Rate on amounts not paid within the time specified in clause 5.1.

**5.3 Advance and progress payments**

- (a) CM may issue an invoice for the amount of the Estimate before commencing the Order where CM has not previously carried out work for the customer or where CM considers it otherwise prudent to do so;
- (b) CM may, in the event that CM is of the view that completing the Order will take more than a month, at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Estimate (the proportion to be at CM discretion) and require that proportion of the Estimate to be paid in advance of any further work being done.
- (c) If the Order is suspended for more than 30 days at the request of the customer or as a result of something for which the customer is responsible, CM may issue an invoice for a particular sum (to be specified by CM) for the work already done and for other costs incurred by CM (such as storage costs).

**5.4 Damages**

The customer must pay to CM any costs, expenses or losses incurred by CM as a result of the customer's failure to pay to CM all sums outstanding from the customer to CM (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs).

**6. NON-PAYMENT**

**6.1 Retention of ownership**

Until the customer has paid all sums outstanding in relation the Goods:

- (a) Title in the Goods shall not pass from CM to the customer.
- (b) If the Goods are in the customer's possession, the customer shall hold the Goods as trustee for CM and must store the Goods so that they are clearly identifiable as the property of CM.
- (c) CM may call for and recover possession of the Goods (for which purposes CM employees or agents may enter the customer's premises and take possession of the Goods without liability to the customer) and the customer must deliver the Goods to CM if so directed by CM.
- (d) The customer may, in the ordinary course of the customer's business, sell the Goods to a third party but:
  - (i) the proceeds of sale to the third party shall be held by the customer as trustee for CM and customer shall account to CM for those sums; and
  - (ii) if CM requires, the customer shall assign to CM the customer's claim against the third party and shall execute all documents necessary to effect that assignment.

**6.2 General lien**

CM shall, in respect of all sums owned by the customer to CM hereunder, have a general lien on all property of the customer in CM possession and may, after 14 days notice to the customer, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. In the event that any of the customer's property held by CM as aforesaid enjoys copyright protection in favour of the customer, the customer hereby grants to CM a licence to exercise the rights conferred on CM under this clause.

**7. LIABILITY**

**7.1 Proofs**

If CM submits to the customer a personalised proof of the Goods CM will not be responsible for any errors in the Goods which appeared in the proof and which were not corrected before the Order was completed.

**7.2 Non-excludable Rights**

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the customer in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights").

**7.3 Disclaimer of Liability**

CM disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of CM for a breach of a Non-excludable Right is limited, at CM option, to the supplying of the Goods and/or any services again or payment of the cost of having the Goods and/or any services supplied again.

**7.4 Indirect losses**

Notwithstanding any other provision of these Terms and Conditions, CM is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the customer for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by CM failure to complete or delay in completing the Order or to deliver the Goods.

**7.5 Electronic data**

Without limiting the generality of the foregoing clauses, CM will not be liable to the customer for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to CM.

**7.6 Customer's property**

Subject to clause 7.5, CM will not be liable for the damage, loss or destruction of any property of the customer in CM possession unless the loss or damage is due to the failure of CM to exercise due care and skill in handling or storing the property.

**7.7 Force Majeure**

CM will have no liability to the customer in relation to any loss, damage or expense caused by CM failure to complete the Order or to deliver the Goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of CM normal suppliers to supply necessary materials or any other matter beyond CM control.

**8. GENERAL MATTERS**

**8.1 Periodicals**

If the contract between CM and customer relates to more than one issue of periodical:

- (a) Each issue will, for the purposes of these Terms and Conditions, be considered to be one Order;
- (b) Subject to sub-clause (c), a party may not terminate a contract to which these Terms and Conditions apply unless:
  - (i) in the case of on-going weekly work instead of periodicals published weekly or more frequently, that party has given 4 weeks notice of that party's intention to terminate the contract;
  - (ii) in the case of on-going fortnightly work instead of periodicals published fortnightly or more frequently (but less frequently than weekly), that party has given 8 weeks notice of that party's intention to terminate the contract;
  - (iii) in the case of on-going work completed less frequently instead of periodicals published less frequently than fortnightly, that party has given 13 weeks notice of that party's intention to terminate the contract.
- (c) Notwithstanding sub-clause (b), CM may terminate the contract at any time if the customer is in breach of any of provision of these Terms and Conditions relating to payment.

**8.2 Alterations to style etc**

If, before the Quote is prepared, the customer does not give CM specific instructions in relation to style, type or layout;

- (a) CM may use any style, type and layout which, in CM opinion, is appropriate; and
- (b) CM may charge an additional amount for any additional work required to be done (including the production of additional proofs) as a result of the customer subsequently altering the style, type or layout used by CM.

**8.3 Outside work**

If CM has to obtain goods (including typefaces, envelopes, over printing or other supplies) and/or services not normally stocked or supplied by CM from a third party in order to carry out the customer's instructions:

- (a) CM will not be liable for any breach of these Terms and Conditions if that breach is a result of or is connected with the supply by the third party of such goods and/or services.
- (b) CM acquires such goods and/or services as agent for the customer and not as principal and will have no liability to the customer in relation to the supply of those goods and/or services. Any claim by the customer in relation to the supply of those goods and/or services must be made directly against the third party.
- (c) The customer must pay for such goods and/or services.
- (d) Property in any such goods obtained from a third party and incorporated into the Goods passes to CM at the time of incorporation.

**8.4 Material supplied by customer**

If CM and the customer agree that the customer is responsible for supplying materials or equipment for the purposes of the Order:

- (a) The customer must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by CM if requested. If not, 10% is the required amount.
- (b) CM will not normally count or check the materials and if requested by the customer to do so, may charge for counting or checking.
- (c) CM will not be responsible for any defects in the Goods which are caused by defects in or the unsuitability of materials or equipment supplied by the customer.
- (d) Property in any materials supplied by the customer and incorporated into the Goods passes to CM at the time of incorporation.

**8.5 Property left with CM**

If the customer leaves property in CM possession without specific instructions as to what is to be done with it, CM may, 12 months after gaining possession of the property, dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.

**8.6 Responsibility to insure**

CM has no obligation to insure any property of the customer in CM possession. The customer must pay the cost of any insurance arranged by CM at the request of the customer.

**8.7 Ancillary materials**

Unless CM and customer agree otherwise, drawings, sketches, paintings, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, discs, tapes, compact discs, specific printers and scripts, or other media or data and other material produced by CM in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) are the property of CM.

**8.8 Copyright**

- (a) Copyright in all artistic and literary works authored by CM shall be property of CM.
- (b) The customer:
  - (i) warrants that the customer has copyright in or a licence to authorise CM to reproduce, all artistic and literary works supplied by the customer to CM for the purposes of the Order and the customer hereby expressly authorises CM to reproduce all and any of such works for the purposes aforesaid;
  - (ii) hereby indemnifies and agrees to keep indemnified CM against all liability, losses or expenses incurred by CM in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright in such literary and artistic works supplied as aforesaid; and
  - (c) the customer is hereby granted a non-exclusive license to use the copyright in any literary and/or artistic works authored by CM for the purposes of the Order however the exercise of such licence shall be conditional upon CM having received all monies due to CM under these Terms and Conditions.

**8.9 Ideas**

The customer must keep confidential and not use any ideas communicated by CM to the customer without CM written consent.

**8.10 Electronic/magnetic media**

All disks, tapes, compact disks or other media (other than media supplied by the customer) used by CM to store data for the purposes of completing the Order are the property of CM. The customer cannot require CM to supply to the customer any data so stored. In the event that CM does supply any data so stored or created CM may charge for supplying such data to the customer.

**8.11 Storage of electronic data**

CM will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed, if CM agrees to store such data, CM may charge for doing so.

**8.12 No Waiver**

A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

**8.13 Severability**

Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

**8.14 Governing law and jurisdiction**

These Terms and Conditions are governed by the law in force in the State or Territory in which CM premises are located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions. **Issued 2000**

**9. GOODS AND SERVICES TAX**

**9.1 All amounts are GST exclusive amounts**

All amounts expressed or described in these Terms and Conditions are GST exclusive amounts.

**9.2 All amounts to be increased for any GST**

If any GST is payable by CM in respect of the supply of any goods or services to the customer, then the amount expressed or described in these Terms and Conditions ("Original Amount") is to be increased so that CM receives an amount ("Increased Amount") which, after subtracting the GST liability of CM on that Increased Amount, results in CM retaining the Original Amount after payment of that GST liability.

**9.3 Out of pocket expenses are GST inclusive**

All out of pocket expenses referred to in these Terms and Conditions are GST inclusive out of pocket expenses.

**9.4 CM to assist Customer**

CM will do all things reasonably available to it to assist the customer to claim on a timely basis any input tax credits (if any) the customer may be entitled to claim for any acquisition of goods and services from CM. This includes CM maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under these Terms and Conditions on a timely basis as reasonably required by the customer.