



## Application for Credit Account / Rental Account

Credit

Rental

Full name

Business contact

Trading name *(if different)*

Telephone

Home address *(Sole traders only)*

Mobile

Fax

Email

Business address

Registered company no

VAT number *(if applicable)*

Delivery address *(if different)*

Directors names and dates of birth

Credit limit applying for

Name, address and contact details of two trade references

Is a Purchase Order required for payment?  Y  N

1. Name  
Address

Estimated Spend

Telephone Fax  
Email

Type of Business  
 Limited Company  Sole Trader  Partnership

2. Name  
Address

Number of years trading

Telephone Fax  
Email

I confirm that I have read and accept the terms and conditions *(overleaf)*

Signed

Two forms of ID must be enclosed.  
Sole traders and partners must enclose one form of photographic ID  
 Passport  Driving Licence  
 Utility bill (all applicants)

Print name

Position in business

Date

## GENERAL TERMS OF BUSINESS

All goods and services supplied by Calumet Photographic Limited ('Calumet') are supplied subject to acceptance by the customer of the following general terms. Equipment hired to customers is subject to the Conditions of Hire shown on the reverse of our hire documentation. Any provisions in the customer's order which conflict with, or are in addition to, these General terms of Business shall be excluded.

1. Pricing: We reserve the right to amend our prices at any time and without prior notice - orders fulfilled on the understanding that prices charged are those current at the date of despatch. All prices are exclusive of any applicable VAT, which the customer shall be liable to pay to Calumet.
2. Delivery / insurance / packing charges are payable extras.
3. Accounts: Calumet will give written confirmation of credit terms when a customer opens an account, and we reserve the right to vary these terms from time to time. Failure to comply with our credit terms will result in suspension or withdrawal of credit facilities. We reserve the right to charge interest on overdue accounts, and to recharge any collection costs incurred.
4. Risk in the goods shall pass to the customer immediately on delivery. Notwithstanding delivery and the passing of risk, all goods supplied shall remain the property of Calumet until the customer has paid off all outstanding sums due to Calumet. Calumet reserves the right to enter the customer's premises to retrieve the goods in the event of any default in payment.
5. Consideration for damage to, or shortage of, goods in transit will only be given if written notification is received within 7 days of receipt by the customer of such goods. Packing materials in which goods were received should be kept for inspection. Where there is apparent damage to boxes or packaging, the consignment should be opened and examined in the presence of the carrier or, where this is not possible, the carrier's delivery documentation should be amended to read "carton damaged - goods unchecked" before the goods are signed for.

Claims for non-delivery of goods will only be considered if notification is received in writing within 14 days of the invoice date.

6. Delivery times quoted by Calumet are estimates only and Calumet shall not be held liable for any consequential loss or damage resulting from any failure to meet estimated times.
7. Calumet will not accept the return of goods (whether whole or in part) without prior agreement. Returned goods must be accompanied by the original sales invoice or the returns number which we have notified to you. We reserve the right to make a handling charge for goods which were correctly supplied. For obvious reasons we cannot accept the return of special orders, sensitised materials (film, paper & chemicals) as well as polyester and resin filters, video tapes or personalised products unless they are defective in manufacture.
8. Most new equipment is covered by manufacturers/distributing agent guarantees and it is our policy to lend support to claims under such guarantees. Secondhand equipment is guaranteed for 6 months unless we indicate otherwise. Repairs are covered by a 3 month warranty effective from the date on which we give notice that your equipment is ready for collection. Notwithstanding our obligations under the quality requirements of the Sale of Goods Act, Calumet shall not be liable for any consequential loss or damage resulting from the supply of goods or services or their failure, malfunction or unsuitability.
9. Repair estimates are valid for 14 days, and we will return unconfirmed estimates unrepaired after a further 7 days. A handling charge will be made for estimates that are declined or returned under these circumstances. Calumet reserves the right to dispose of any goods left for repair which remain unpaid for and uncollected for a period exceeding 3 months. This enables us to recover our costs in accordance with the provisions of the Torts (interference with Goods) Act 1977. Prior notice will be given before any such disposal.
10. In accordance with current VAT legislation, we draw your attention to the fact that the date of issue of an invoice or credit note is one working day after the invoice date shown.
11. Export: Where goods are supplied for export from the UK, any term or expression which is defined in the provisions of Incoterms shall import the respective obligations of buyer and seller into these General terms of Business. The provisions of this clause shall (subject to any special terms agreed in writing between Calumet and the customer) apply notwithstanding any other provision of these General terms of Business.
12. In the event of any dispute, and contract between the customer and Calumet shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
13. Acceptance by the customer of goods or services from Calumet or its agent implies acceptance of these General terms of Business unless variation is expressly agreed to in writing by Calumet.
14. Information provided on this form "your data" (including "sensitive data" as defined by the Data Protection Act 1998) will be put into the database/manual records of Calumet Photographic Limited and will be held and processed by Calumet Photographic Limited or its associated companies solely in connection with your application and the company's dealings with you. Unless we are otherwise informed, your data will not be disclosed to third parties except by your written consent.
15. If you are signing this form on behalf of a company, you consent that you are accordingly authorised to represent the company and accept these terms and conditions on behalf of the company.

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