

# Credit Application. (01)

a fresh creative solution...



In order that we can extend 30 day credit terms, please complete this form and return it to us by facsimile on 01942 670123, or by e-mail to [accounts@lemonzest.co.uk](mailto:accounts@lemonzest.co.uk). This will then be assessed using the criteria below (this credit application process can take approximately 3 working days):

- Minimum 18 months trading
- A credit rating will be obtained from Credit checking agency
- Partnerships/Sole Traders will also have to provide an up to date balance sheet (signed off by your accountants/solicitors)
- A Business / Company Letterhead MUST be returned with this application

Trading Name:

Company Name (if different):

Trading Address:

Postcode

Telephone:

Facsimile:

Email:

## Accounts

Invoice Address:

Postcode

Contact Name:

Telephone:

Facsimile:

Email to send invoices:

Company Reg. No:

VAT Reg. No:

Year company established:  Number of years Trading:

## Legal Status (Please tick)

- Statutory Body       Partnership       Limited Liability Partnership  
 Public Limited Company       Trust       Private Limited Company  
 Sole Trader

If a subsidiary: Company is owned by   
(ultimate parent company)

Credit Limit Required:

Lemon Zest Creative Ltd  
Momentum House  
Enterprise Way  
Lowton  
Warrington  
WA3 2BP

TELEPHONE  
01942 670100

FACSIMILE  
01942 670123

ELECTRONIC MAIL  
[info@lemonzest.co.uk](mailto:info@lemonzest.co.uk)

WORLD WIDE WEB  
[www.lemonzest.co.uk](http://www.lemonzest.co.uk)

DIRECTORS  
Julian Ashton

COMPANY REGISTRATION  
5080428

COMPANY REGISTERED ADDRESS  
Royal Bank of Scotland  
Chambers  
Market Street  
Leigh  
Lancashire  
WN7 1ED

VALUE ADDED TAX  
833 2877 14

# Credit Application. (02)

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Bankers Name:

Bankers Address:

Postcode

Account Number:

Sort Code:

Trade Reference 1:

Address:

Postcode

Telephone:

Facsimile:

Email:

Trade Reference 2:

Address:

Postcode

Telephone:

Facsimile:

Email:

I/we understand the above may be contacted to verify references. I/we enclose a set of our latest audited/certified set of accounts. I/we agree to comply with Lemon Zest Creative's payment terms, which are 30 (thirty) days after invoice date. I/we agree that all orders will be on Lemon Zest Creative's active standard 'Trading Terms and Conditions', as in force. The active 'Trading Terms and Conditions' may change and can be veiwable at [www.lemonzest.co.uk/trading-terms-conditions/](http://www.lemonzest.co.uk/trading-terms-conditions/)

Signed:

Print Name:

Position:

Date:

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# Trading Terms and Conditions. (03)

Please also view the active 'Trading Terms and Conditions' which may be changed at [www.lemonzest.co.uk/trading-terms-conditions/](http://www.lemonzest.co.uk/trading-terms-conditions/)

## 1. Interpretation

- 1.1 In these Conditions:
- "CLIENT" means the person named on the Contract Schedule for whom the Supplier has agreed to provide the Specified Service in accordance with these terms and conditions; "CLIENT MATERIAL" means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service;
- "CONTRACT" means the contract for the provision of the Specified Service;
- "CONTRACT SCHEDULE" means the sheet to which these terms and conditions are appended;
- "DOCUMENT" includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;
- "NEW MATERIAL" means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service;
- "SPECIFIED SERVICE" means the service to be provided by the Supplier for the Client and referred to in the Contract Schedule;
- "STANDARD CHARGE" means the charge shown in the Contract Schedule;
- "SUPPLIER" means Lemon Zest Creative Limited (registered in England under number 05080428);
- 1.2 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

## 2. Supply of the specified service

- 2.1 The Supplier shall provide the Specified Service to the Client subject to these terms and conditions. Any changes or additions to the Specified Service or these terms and conditions must be agreed in writing by the Supplier and the Client.
- 2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Client Material.
- 2.3 The Client shall at its own expense retain duplicate copies of all Client Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All New Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- 2.4 The Specified Service shall be provided in accordance with the Contract Schedule.
- 2.5 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

## 3. Charges

- 3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.
- 3.2 The Supplier may vary the Supplier's Standard Charges from time to time by giving not less than one month's written notice to the Client.
- 3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.4 The Supplier may invoice the Client following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.
- 3.5 The Supplier's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 28 days of the date of the Supplier's invoice.
- 3.6 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4 per cent above the base rate from time to time of Bank of England from the due date until the outstanding amount is paid in full.
- 3.7 All payments will be received via BACs/Chaps if payment is received via Cheque payment, this will incur an administration charge of £65.00 + Vat.
- 3.7 'Client Credit' will be collected in the same manner as above and will be held within the client credit account. The client can redeem the credit/s against future work commissioned to Lemon Zest Creative Ltd. If the client requires a refund payment after payment is received, an administration charge of 10% of the whole credit will apply, after 90 days of invoice date the credit is not refundable only through commissioned work to Lemon Zest Creative Ltd.

## 4. Rights in client material and new material

- 4.1 The property and any copyright or other intellectual property rights in:
- 4.1.1 any Client Material shall belong to the Client
- 4.1.2 any New Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, but the Client shall be entitled to use the New Material for the purposes of utilising the Specified Service, subject to payment in full of all sums payable under the Contract.
- 4.2 Any Client Material or other information provided by the Client which is so designated by the Client and any New Material shall be kept confidential by the Supplier, and all New Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.3 The Client warrants that any Client Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party and the Client shall indemnify the Supplier against any loss, damages, costs,

expenses or other claims arising from any such infringement.

- 4.4 Subject to paragraph 4.3, the Supplier warrants that any New Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.5 The client recognises that the client's finished materials created by the supplier may be used to promote Lemon Zest Creative Ltd. and any subsidiary companies of Lemon Zest Creative Ltd. If the client objects to this they must contact the supplier in writing. Upon receipt of a written request we will halt any further promotion as quickly as possible.

## 5. Warranties and liability

- 5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Contract Schedule. Where the Supplier supplies in connection with the provision of the Specified Service any goods (including New Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- 5.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 5.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these terms and conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service (including any delay in providing or failure to provide the Specified Service) or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's Standard Charge for the provision of the Specified Service, except as expressly provided in these terms and conditions.
- 5.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

## 6. Termination

- 6.1 The Client may terminate the Contract at any time by giving not less than one month's written notice to the Supplier.
- 6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these terms and conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).
- 6.3 If the Contract is terminated the Supplier reserves the right to raise a charge in respect of services already provided.

## 7. General

- 7.1 These terms and conditions (together with the terms, if any, set out in the Contract Schedule) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 7.2 A notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.4 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 7.5 Any dispute arising under or in connection with these terms and conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.
- 7.6 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Lemon Zest Creative Limited is a private limited company, registered in England and Wales with number 5080428 whose registered office address is at Royal Bank of Scotland Chambers, Market Street, Leigh, Lancashire, WN7 1ED.

**Any complaints, comments or questions about the Trading Terms and Conditions should be directed to the Managing Director, Julian Ashton preferably by email [julian@lemonzest.co.uk](mailto:julian@lemonzest.co.uk) or letter.**