

v. 2015/7

CREDIT ACCOUNT APPLICATION FORM

Registered Name:				
Company Registration Number:]	Date established:	
Trading Name:		·		
Statement/Invoice Postal				
Address:				
Post Code:				
Email Address:				
All invoices and statements will be	sent to email address al	bove unless spec	cified here:	
Accounts Department Contact				
Name:				
Landline Phone:			Fax: (0)	
Editorial Contact Name:				
Business Status:	Limited Company	Sole Proprietor	r Partnership/Trust	School
	Government Funded Educational Institution Other			
Business Activity:			No. of Employees:	
Registered for GST:	Yes/No		GST Number:	

Acceptance of Terms and Conditions of Trade I hereby apply to open a credit account with Snowfed. I have read and fully understand Snowfed's Terms and Conditions of Trade (see over) and agree to abide by them.

Name of the person signing the application:

Position held:

Signature: (Authorised Signatory Only) Date:

All electronic communications regarding the set up and use of a credit account are subject to the provisions of the Electronic Transactions Act 2002.

SNOWFED TERMS & CONDITIONS

These terms and conditions of trade apply to all our Sale of Goods Contracts. Any order placed with Snowfed ("Our", "Us", "We", or "Snowfed") by you ("You" or "Customer") constitutes your agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with Snowfed (including an order) are hereby objected to and will not bind Snowfed unless Snowfed agrees in writing.

- **1.1** Your placement of an order with us ("Order") constitutes an offer by you to purchase advertising from us on these terms. The Order is placed when it is submitted to us. Order is accepted only when we notify you that we accept your Order. Articles and advertising is published at the discretion of the Editor of Snowfed. If we accept the Order, a binding contract between you and us will arise on these terms (the Contract). The Contract may be amended only by written agreement between us and you.
- **2.1** Prices quoted are **including** GST unless otherwise stated. Unless otherwise agreed in writing, the price of the goods will be the current price on the day of order. We may change our prices from time to time but will give at least two months' notice.
- 3. PAYMENT TERMS.3.1 Snowfed reserves the right to suspend printing of further advertisements if the terms of payment are not strictly adhered to by the Customer. 3.2 Interest may be charged on overdue accounts at a rate of 2.5% over bank rate. 3.3 Any expenses, costs or disbursements incurred by Snowfed in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer. 3.4 You must pay us any fees or costs imposed on us if any payment you make to us is dishonoured or reversed. 3.5 Unless otherwise agreed, the purchase price shall be paid to Snowfed at its address by the 20th of the month following the month in which the invoice was dated. Payment will not be accepted by any means other than cash, cheque, direct credit or direct debit. 3.6 If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in 3.6. Payment of the disputed portion may be withheld provided the matter is brought to Snowfed's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to Snowfed within seven days of the dispute arising. 3.7 Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by the Customer on more than one invoice/order, any payments received from the Customer shall be deemed to be made by the Customer and applied by Snowfed in respect of each unpaid invoice/order on a pro rata basis PROVIDED THAT where Snowfed applies payments in this manner it shall not charge interest on overdue balances that would have been cleared if the payments were not allocated pro rata.
- 4. PRIVACY ACT 1993 **4.1** The Customer authorises Snowfed to collect, retain, and use personal information about the Customer (including the information collected in this document) for the following purposes only: (a) assessing the Customer's creditworthiness. (b) disclosing to a third party details of this application and any subsequent dealings it may have with Snowfed for the purpose of recovering amounts payable by the Customer and providing credit references. **4.2** The Customer, if an individual, has a right of access to information about the Customer held by Snowfed The Customer may request correction of that information and may require that the request be stored with that information.
- 5. VARIATIONS TO TERMS AND CONDITIONS OF TRADE **5.1** Snowfed may from time to time and in its sole discretion amend, add to or delete any of the terms of these terms and conditions of trade with immediate effect by giving notice to the Customer
- 6. PRINT SERVICES TERMS AND CONDITIONS **6.1** COLOUR PROOFS. There is no guarantee that production prints will exactly match colour proofs because of variations in proof preparation methods and substrates. Snowfed will however use its best endeavours to provide a commercially acceptable finished product. **6.2** PROOF APPROVAL. Snowfed is not liable for errors in the finished work where a proof has been submitted to and approved by the Customer. **6.3** SOURCE MATERIAL. It is the customer's responsibility to proof print ready material prior to submission to Snowfed. It is the customer's responsibility to retain a copy of any image or article supplied. Where you provide Snowfed with physical media, Snowfed will take all reasonable precautions to protect such items, however is not liable for any loss or damage. It is the responsibility of the customer to ensure that material/images supplied are of a high enough resolution/good enough quality to print. Snowfed is not liable for the print quality of material/images supplied and it is printed at the customer's own risk. **6.4** ILLEGAL OR LIBELLOUS MATERIAL Snowfed is not required to reproduce any material that is, in the opinion of Snowfed, illegal or libellous in nature or that is in breach of any statute. Snowfed will be indemnified by the customer in respect of any and all claims, costs, and/or expenses arising out of any libel or breach of statute or infringement of copyright, patent or design. **6.5** Snowfed will not be liable for any indirect or consequential loss to the customer arising from third party claims occasioned by errors in the work.