

In all cases:

This form must be completed, signed and returned to Bluebird Graphics Limited T/A Creative Solutions before an account can be opened. Please take a print for your records.

For your information a copy of our terms and conditions of sale follow on separate sheets.

1. COMPANY NAME

Registered Company Name:

Contact:

Email:

Address:

Phone No:

VAT No:

Fax No:

Acc Contact:

Postcode:

If you are a **PARTNERSHIP** or **SOLE TRADER**, please give full Names and addresses of all Proprietors of the business:

If you are a **LIMITED COMPANY**, please complete:

1. Name:

Registered Office:

Address:

List full names of all Directors:

2. Name:

Address:

3. Name:

Address:

2. BANK DETAILS

Bank Name:

Address:

Contact:

Phone No:

Account No:

Sort Code:

Postcode:

Credit Limit:

3. TRADE REFERENCES

1. Company Name:

2. Company Name:

Address:

Address:

Postcode:

Postcode:

Contact:

Contact:

Phone No:

Phone No:

I/We hereby apply for a Credit Account and confirm that:-

1. All particulars contained herein are correct.
2. I/We have read and understood Bluebird Graphics Limited T/A Creative Solutions Conditions of Sale and agree that all dealings between ourselves and Bluebird Graphics Limited T/A Creative Solutions shall be regulated by the same.
3. I/We understand that payment terms are 30 days nett from date of invoice and that title in any goods does not pass until all monies due on the account have been paid.

Data Protection Act 1998

I/We understand that:-

1. A credit search will take place using a Credit Reference Agency.
2. That details of the performance of any credit facility granted may be submitted to Credit Reference Agencies and shared with other lenders.
3. Any application with more than one party to the agreement will result in a financial connection between those individuals being established at the Credit Reference Agency.
4. I/We authorise Bluebird Graphics Limited T/A Creative Solutions to approach the above named Trade Reference companies for any credit and trading history on us/our company.

Signed:

Name:

Position in Company:

Date:

BLUEBIRD GRAPHICS LTD T/A CREATIVE SOLUTIONS TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1. "The Company" shall mean Bluebird Graphics Limited trading as Creative Solutions or such associated or subsidiary Company therefore as may be selling the goods.

"The Customer" shall mean the person, business or entity buying the goods.

"The Contract Price" shall mean the cost to the Customer of the goods sold under the terms thereof.

2. PROPOSAL

2. These conditions shall govern all Contracts of sale between the Company and the Customer and no representative of the Company may agree any terms or make any representations inconsistent with any of these terms or enter into any Contract except on the basis of them unless a variation or exclusion has been expressly agreed in writing by the Company and no terms contained in the Customer's order form or any other documentation which are inconsistent herewith shall have any effect. No Contract shall arise between the Company and the Customer until the Company shall have either been paid in full by the Customer or if credit terms have been agreed the Company shall have despatched the acceptance of order form.

2.1. Unless otherwise stated by the Company orders are only accepted on the following terms and conditions. Where these terms and conditions are contrary to any stipulations of the Customer's terms and conditions the following are deemed to have been accepted by the Customer and take precedence.

3. QUOTATIONS

3. Quotations indicate the price at which the Company would be willing to supply goods subject to variation set out below. They are not offers to supply goods and any order placed on the basis of a quotation must be accepted by the Company for a Contract to arise. Any price contained within a quotation made by the Company shall be held for a period of twenty-one days whereupon the company reserves the right to revise the Contract price as it considers necessary.

3.1. All prices quoted are ex Company works and subject to an additional charge for packing and delivery. Prices are subject to the addition of Value Added Tax at the rate ruling at date of invoice – export sales excepted.

3.2. Where the Company have to import material to fulfill the order the Company reserves the right to vary the price quoted to reflect any difference between the rate of exchange for purchase of the relevant currency quoted by HSBC Bank PLC on the date of acceptance and on the date the Company are invoiced for the relevant materials by our supplier.

3.3. All sizes quoted are approximate.

4. PRICING

4. All prices shown on the Company website or advertisements are suggested prices only and the Company reserve the right to amend prices without prior notice to cover any increases in the costs of materials services or labour or in taxation or duty which may take place prior to delivery of the order.

4.1. The Company shall not be bound by any price which is not in writing on official Company stationary.

5. FEES, CHARGES, AND PAYMENTS

5. Unless credit terms have been agreed payment is to be made in full at the time of placing the order. Settlement of monthly accounts is to be made within the terms as stated on the invoice. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation, namely The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, if we are not paid according to agreed credit terms.

5.1. A minimum charge of £10.00 (plus VAT) will be levied for small orders and no credit account orders will be accepted under £15.00 (plus VAT). Orders up to and including £15.00 (plus VAT) should be accompanied by the appropriate remittance.

5.2. Payments of accounts should be made to the Company office and works, Bluebird Graphics Limited, T/A Creative Solutions Unit 8C, Weycroft Avenue, Millwey Rise Industrial Estate, Devon EX13 5HU, England.

5.3. The Company at its option, will be entitled to notice to terminate all or any of its contract with the Customer forthwith and recover all expenses, loss, and damage resulting to the Company including (but without limitation to) loss of profit or other consequential loss if:

(a) the Customer has a bankruptcy petition presented against him or a bankruptcy order is made;

(b) the Customer makes or seeks to make any composition or arrangement with his creditor,

(c) the Customer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the means of Section 286 Insolvency Act 1986);

(d) an encumbrancer takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law;

(e) a petition is presented or an order is made or a resolution is passed for the winding up of the Customer;

(f) a petition is presented or an order is made for an administration order to be made in relation to the buyer;

(g) the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors;

(h) the Customer is unable to pay his debts (within the meaning of Section 123 Insolvency Act 1986);

(i) a receiver or administrative receiver is appointed over any of the customer's assets;

(j) the Customer fails to make any payment owed to the Company on the due date;

(k) the Customer fails to take delivery of or to collect the goods within fourteen days of being notified by the Company or our carrier that they are to be delivered or are ready to be collected;

(l) The Customer is in breach of the terms and conditions of any contract with the Company (including breach of these conditions) and shall fail to remedy same within twenty-one days of notice specifying the breach and requiring remedy (if the breach shall be remediable).

6. DELIVERY OF GOODS

6.1. The Company shall not be responsible for loss arising from delay or failure to deliver arising from an Act of God, war, civil disturbance, riot, industrial action or dispute, natural calamity, non-availability of materials, breakdown of plant or machinery, controls, restrictions or prohibitions of Government or any other competent Authority, fire, flood, sabotage, or other cause beyond the control affecting the Company or any supplier or carrier for the Company.

6.2. Delivery dates are given in good faith only and whilst the Company will make every effort to ensure that goods are delivered by such date as in acceptance of order form the Company cannot be held liable to the Customer for any consequences whether direct or indirect of failing to deliver the goods by that date or at all.

6.3. We offer the best possible lead times on production and delivery of your item(s). Due to supplier delivery and demand, lead times may differ pending on the product(s) purchased. This lead time will be confirmed with you on receipt of your Order Confirmation email from the team or during consultation.

6.5. The Company cannot be held liable to the Customer for any delay in timed deliveries. If goods are delayed for any reason whatsoever, the delivery charge will be taken down to the next level of service after delivery has been completed. The Customer cannot refuse delivery of goods because of delay and shall be liable for all goods despatched.

6.6. In the absence of any Agreement to the contrary delivery shall be deemed to have taken effected upon the delivery of the goods at the Customer's premises or as the Customer shall have previously and in writing directed.

6.7. In the case of delivery of goods by instalments, the Customer will not be entitled to treat the delivery of faulty goods in any one instalment, or the late delivery of any one instalment, as a repudiation of the whole contract.

6.8. If the Customer fails to give delivery instructions within seven days of it being notified the goods are ready for delivery we shall (without prejudice to any other rights or remedies available to the Company) be entitled (but not bound) to store the goods at any available place at the Customer's expense.

6.9. The risk in the goods passes to the Customer upon delivery to the carrier or collection by the carrier but title in the goods remains vested in the Company and shall only pass from the Company to the Customer upon full payment being made by the Customer of all sums due on whatsoever account or grounds to the Company to the Company's parent or subsidiary Company by the Customer.

(a) In the event of the goods being sold by the Customer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the buyer shall be the Trustee for us of the proceeds of such sale or to the claim for such proceeds and the Customer shall place such proceeds in a separate account. Nothing herein shall constitute the Customer the Company Agent for the purpose of any sub-sale.

(b) The Customer agrees that prior to the payment of the whole price of the goods we may at any time enter upon the Customer's premises and remove the goods therefrom and that prior to such payment the Customer shall keep such goods in separate and identifiable for this purpose.

(c) In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sun-condition (a) hereof the Company shall have the ownership of and title to such other products as if they were the goods and accordingly sub-condition (a) hereof shall so far as appropriate apply to such other products subject to the Customer's right to the surplus of any monies realised by the said goods over those due to us provided herein.

6.10. Failure to make payment in respect of deliveries or instalments under this or any other Contract between the Company and the Customer shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at the Company's option.

6.11. (a) The Customer shall inspect the goods upon delivery before signing for delivery of goods. If Customer or any persons signing on behalf of Customer cannot inspect the goods before signing for them, Customer or any persons signing on behalf of the Customers must write 'DAMAGED' on the delivery note before signing for said goods. The Company must be informed in writing the same day of the delivery by the Company, in the event of any deficiency or damage being discovered at time of delivery and inspection. If the Customer or any persons signing on behalf of Customer fails to write 'DAMAGED' on the delivery note, the company will not be held responsible in the event of any deficiency or damage being subsequently discovered.

(b) Any claim that goods do not correspond with the Customer's order form shall be made within two days of the date of the invoice and any claim made thereafter on this account will be limited to the original invoice amount.

(c) The Company will if the goods are damaged in transit or the goods do not correspond with the Customer's order form at the Company's option repair or replace the damaged goods free of charge or refund the cost of the damaged goods, provided that written notification of damage is received by the Company on the same day the goods are received by the Company. If any claim is not received by the Company within this timeframe the invoice shall be payable in full.

(d) The aforesaid obligations on the part of the company shall not extend to defects caused by wilful damage, negligence, incorrect erection, storage, application or movement or defects caused by fair wear and tear, and the goods are returned to the Company at the Customer's expense for examination of the relevant goods.

(The provisions of this clause do not affect the statutory rights of a consumer).

(e) Save as herein set out and for liability for death or personal injury resulting from negligence, all express or implied conditions representations or warranties as to quality or fitness of the goods or otherwise are expressly excluded.

(This sub-clause shall not apply and shall be wholly ineffective in the case of a sale to a consumer in connection with the carrying out of a consumer transaction.)

6.12. If for any reason, Customer decides that they wish to return any or all of the goods, the Company retains the right to refuse to accept return of said goods. If the Company accepts return of goods, Customer must return the goods to the Company office at their own cost. Goods must be in their original packaging and unused. Company accepts no responsibility for any damage to goods whilst in transit. Company retains the right to refuse the return of goods if damaged or incomplete. Company retains the right to charge a restocking fee of £10.00 excluding VAT or 25% of the invoice amount, whichever is the greater. Company retains the right to refuse to accept return of any goods without giving a reason.

6.13. If goods are ordered on the internet through the Company website and Customer subsequently decides to cancel said order, Company retains the right to charge an administration fee of £10.00 excluding VAT or 25% of the invoice amount, whichever is the greater.

7. COPYRIGHT

7.1. The Company retains copyright of its designs and accepts no responsibility for any infringement of patent or copyright or registered design of any third party incurred in carrying out Customer's directions.

8. THE CLIENT'S RESPONSIBILITIES

8.1. It is the Customer's responsibility to ensure that the use to which any goods supplied by the Company is put, complies with requirements of Local Planning Authorities and other interested departments and the responsibility for obtaining any planning permission and permits is entirely that of the Customer. All charges levied by authorities before, during and/or after erection of any goods supplied by the Company are to be borne by the Customer and that in the event of there being any infringement thereof the Customer will not be entitled to any breach of contract of sales.

8.2. It is the customer's responsibility to ensure that no thoroughfare throughway or services are likely to be obstructed and any damage caused thereto is the responsibility of the Customer. It is also the responsibility of the Customer to ensure that any structure that is to bear any goods supplied by the Company is of adequate strength and in good enough condition to bear the extra weight or loads thereon involved.

9. INDEMNIFICATION/LIABILITY

9.1. This contract is governed by English Law. Any dispute arising out of or in connection with this contract shall be determined by the English Courts.

9.2. In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

10. SPECIAL OFFERS

10. To receive any special offers you must be registered as an account holder on-line and have a valid voucher code

10.1. Any Special offer promoted by Bluebird Graphics / T/A Creative Solutions will have a specific expiry dd/mm/yyyy. This will be clearly stated in the advertising of any offer. Any attempt to redeem an offer after expiry date will not be accepted online, by e-mail, post or verbally.

10.2. If no expiry date exists then the offer will expire at Bluebird Graphics / T/A Creative Solutions discretion, after a 6 month period from when the offer was first launched.

10.3. Only one special offer per company / organisation will be accepted. Multiple email addresses with the same domain will no be accepted. If we believe that a company or individual has breached this clause, then we reserve the right to remove the discount.

10.4. The discount code given for writing Creative Solutions a review is redeemable online only unless specifically agreed by us and the customer.

10.5. Both 5% and 10% discounts codes are redeemable up to a maximum order value of £150 inclusive of VAT.

10.6. Each code is only redeemable once per order and cannot be used in conjunction with any other offer.

11. ACCREDITATION / PROMOTIONS / MARKETING

11.1. Creative Solutions retains the right to reproduce, publish and display the Deliverables in Creative Solutions' portfolios and Web sites, and in galleries, design periodicals, and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its Web site and in other promotional materials, and, if not expressly objected to, include a link to the other party's Web site.

12. PRIVACY POLICY

12.1 ANALYTICS OF THE WEBSITE AND SOURCES

"DoubleClick: We use Google Analytics remarketing codes to log when users view specific pages or take specific actions on a website. This allows us to provide targeted advertising in the future. If you do not wish to receive this type of advertising from us in the future you can opt out using the [DoubleClick opt-out page](#) or the [Network Advertising Initiative opt-out page](#)."

12.2. USE OF IMAGERY AND CLIENT PRODUCTS FOR ADVERTISING AND PRESS CASE STUDIES

We use images and videos taken during production, during installation and after completion of works orders for our Social Media Channels and Sites (This Website - <https://www.creative-solutions-direct.co.uk/>, Facebook, Instagram, Pinterest, LinkedIn, Twitter, MailChimp Email Campaigns, Google & Youtube). If your work is of interest, we will endeavour to contact you prior to a press release, posting on social media, or making content live for your approval and knowledge. If you do not wish to be featured online or in press, please get in contact at the time of your order confirmation and we will make a note on your account. Please email marketing@creative-solutions-direct.co.uk with your Order Reference and we will make a note on your account.

We will endeavour to not use imagery that may affect your business, property or persons. If imagery and videos are used that contain the previously mentioned and you would like this removed, please get in contact and we will remove this from all platforms and website. Please email marketing@creative-solutions-direct.co.uk with the platform, time and date of posting, and URL link if possible.

12.3. EMAIL MARKETING

We like to keep our clients connected with our practices, products and work completed. By placing an order with us and sharing your email address, if Opt-In is engaged on your account, we will include you in our Monthly Newsletter and ad-hoc Marketing Emails we deem relevant to you.

You can control the marketing communications you receive from us and can activate a subscription to our emails, or Opt-Out of email communications:

Emails: You can click the 'unsubscribe' link in any marketing email you receive, and this will take automatically remove you from future marketing based communications.

Please note by opting out of marketing messages will not stop service communications, such as order updates, where you have been asked for a specific set of information to complete an order, or invoice payment requests.
