



Credit Account Application Form

Southover Food Company Limited, Unit 4, Grange Industrial Estate, Albion Street
Southwick, West Sussex, BN42 4EN
Tel: 01273 596830 Fax: 01273 596839 Email: anne@southoverfoods.com

Your Details

IMPORTANT: PLEASE COMPLETE ALL FIELDS ACCURATELY TO AVOID DELAYS IN YOUR APPLICATION

1	Trading Name:	
	Trading Address:	
	Email Address:	
	Landline Number:	Fax Number:
	Mobile Number:	

Are you a sole trader or partnership?

FILL THIS IN

OR

Are you a limited company?

FILL THIS IN

Owner's Name:
Home Address:

Exact Legal Name:
Registered Number:

Trade References

TWO MAJOR SUPPLIER REFERENCES REQUIRED, BUT NOT OUR DIRECT COMPETITORS, PLEASE

Supplier Name:	Supplier Name:
Contact Name:	Contact Name:
Address:	Address:
Tel: Fax:	Tel: Fax:
Approx Monthly Spend:	Approx Monthly Spend:

Declaration & Agreement

PLEASE READ THE DECLARATION BELOW BEFORE SIGNING THIS DOCUMENT

I/We apply for a credit account with Southover Food Company Limited. I understand that payment terms for this account require payment by the 15th day of the month following invoice date. I am authorised to agree that these terms are acceptable and confirm that these terms will not be exceeded. I have read your terms and conditions of trade and agree with them. I have not omitted any relevant information from this credit application.

Name:	Signed:	Position:	Date:
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Southover Food Company Limited reserves the right to decline to offer, or to withdraw, credit facilities at its sole discretion. All sales are made in accordance with the terms and conditions shown in our pricelist and on our website unless otherwise varied in writing. Individuals applying to open a credit account agree that Southover Food Company Limited may process such information as is necessary in the normal course of business, including credit checks. Such information will be processed in accordance with the principles of the Data Protection Act.

Terms and Conditions

These terms of trading describe the basis for the purchase by you and sale by us of the goods described in this document. This document is issued by Southover Food Company Limited, Unit 4 Grange Industrial Estate, Albion Street, Southwick, East Sussex, BN42 4EN(Company No. 2335936).

1. Formation of Agreement

An agreement for us to sell you goods is made on the basis of these terms of trading when we accept your order for goods to the exclusion of all other terms and conditions including any terms proposed by you. By trading with Southover Food Company Limited in any manner you accept these terms and conditions without contention.

2. Orders

2.1 The description of the goods, price and delivery costs are set out in the order page.

2.2 Orders shall be accepted at our sole discretion but are normally accepted if the goods are available, the order reflects current pricing, and you are registered as a customer with us.

2.3 We reserve the right to substitute goods of a similar quality, quantity and value for those ordered by you. Notification of any such substitution will be made by such means as are reasonably practicable to us in the light of the value of the order placed by you and the requested delivery time.

3. Cancellation

3.1 No order may be cancelled by you after we have bought in the goods from a third party, or within 14 days of the anticipated delivery date.

3.2 We may cancel an order at any time or vary payment terms (e.g. COD) without liability for compensation if you are unable (in response to a written request) to satisfy us that you are able to pay for the order and all prior orders then outstanding (whether then due for payment or not). This clause applies irrespective of whether you have a credit facility with us.

4. Payment

4.1 Payment terms, where a credit facility has been granted, are the tenth of month following delivery, unless special terms have been agreed in writing. Delivery of goods without payment or delivery of goods whilst an account is over terms does not constitute an implicit revision to the prevailing credit terms under any circumstances.

4.2 Unless otherwise agreed, all invoices must be paid in cash at the time of delivery.

4.3 A credit facility may be extended to you subject to status. A credit facility is a concession which may be altered or withdrawn without notice, and we are not obliged to allow credit up to the credit limit.

4.4 You are not entitled to set off, cross claim or in any way withhold payment due on an invoice because of claims relating to other matters. If you have a valid claim you must nonetheless pay by the due date for all goods prior to any claim being actioned or credit being raised.

5. Warranties

We warrant that at the date of delivery the goods will comply with the warranties implied by the Sale of Goods Act 1979 (as amended) and with the requirements of the Food Safety Act 1990 and all other applicable laws and regulations.

6. Delivery and Risk

6.1 The goods shall be delivered to the address specified in the order. Risk in the goods passes to you at the place of delivery or, where goods are collected by you or your carrier from us, risk passes to you at the time of collection. Unless written instructions are given to the contrary, the signature of any person at the place of delivery shall constitute proof of delivery.

6.2 Although we will endeavour to meet dates specified for delivery, we shall not be liable in any manner for failure in, delay of or non-delivery.

6.3 We have the right to deliver by instalments and to invoice separately for each instalment. If an instalment is incorrect for any reason this will not entitle you to repudiate the entire contract.

6.4 If we are entitled to delay delivery or if delivery is not reasonable because of your actions or inaction then we will be entitled to make reasonable extra charges for storage or inconvenience, and shall have the option at any time to terminate the order without prejudice to our accrued rights.

6.5 Where you receive any invoice (or statement from us referring to an invoice) in respect of which no delivery has been made then you must notify us of non-delivery on the day of the scheduled delivery or within 24 hours.

6.6 To comply with the Food and Safety Act and its guarantees of temperature control, frozen and chilled foods can only be returned at the time of delivery.

6.7 All shortages or damaged product are to be notified in writing within 24 hours of receipt. All damaged goods must be returned to or made available for inspection by Southover Food Company Limited. No claims in respect of shortages or damaged product can otherwise be considered.

7. Title to the Goods

Ownership of the goods shall not pass to you until payment has been made in full of all sums owed by you whether in respect of those goods or otherwise, and whether or not such sums are then due or owing. Until ownership passes you must insure the goods for our benefit, ensure they remain identifiable as our goods while in your control and safeguard all markings on the goods.

8. Default in Payment

8.1 Overdue invoices will bear interest on a daily basis at 2% over the base rate from time to time of our bank, any payments to be credited first against interest and then against the invoice.

8.2 Where invoices are overdue we shall be entitled to cancel the contract and inform you that you are no longer in possession of the goods with our consent, and/or to

suspend or cancel further deliveries. We shall be entitled to recover possession of our goods and you will immediately be under an obligation to deliver the goods to our representative (and the goods shall be at your risk until so delivered) in accordance with the instructions we give you. We shall be entitled and it shall be a term of the contract that we have your consent to enter on to your premises or those of a third party where the goods are stored for the purpose of repossessing and removing them.

8.3 If a cheque sent by you in payment is not paid by your bank when properly presented for payment, then we will be entitled to charge an administration fee of £25 for that and each further occasion upon which we re-present the cheque for payment. This fee will be added to your account for payment on the following due date.

9. Limits of Liability

9.1 Nothing in this clause shall exclude or restrict our liability in respect of misrepresentations made fraudulently, or for death or personal injury resulting from our negligence.

9.2 Our liability for breach of contract (including defective goods, claims about quality or condition, or short or wrong delivery) shall be limited at our option to replacement of the goods/making up of any shortfall, or refund. A refund includes the issue of a credit note, and shall be a proportionate part of the order price where appropriate.

9.3 We will take all reasonable care to keep your order secure, but in the absence of our sole negligence we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data you provide when accessing or ordering from the Website.

9.4 We shall not be liable for any breach of contract not notified as provided in Clause 11 below (including time limits).

9.5 Except as expressly provided for in this agreement, we shall not be liable to you in connection with this agreement in contract, tort (including negligence) or otherwise for any loss of profit, anticipated savings or data (in each case whether direct or indirect) or any indirect loss.

9.6 No liability will be accepted for any delays in delivery. Verbal or written commitments in respect of proposed delivery dates or times are indicative only and not legally binding.

9.7 Southover Food Company Limited reserve the right to amend product specifications and prices at any time and without prior notice.

10. Claims

10.1 Where you have a claim for breach of contract, we shall be entitled at our option to replace the goods, make up shortfalls or refund the price paid by you for the goods (or a proportionate part of the price).

10.2 You must inspect the goods at the time of delivery with the delivery driver present (and weigh the goods sold by weight) so that you are able to notify us of short delivery, wrong delivery or other visible breach of contract (such as visible damage or circumstances giving rise to suspicion of damage or loss in transit, or inadequate "best before" or "use by" dates) within 24 hours of delivery in the case of fresh or chilled meat, otherwise within 3 days of delivery.

10.3 Our aggregate liability to you in connection with this agreement shall not exceed the value of the goods ordered by you.

10.4 Claims not discoverable by inspection must be notified within 8 days of discovery.

10.5 If an oral claim or complaint has been made then it must be confirmed in writing within a further 2 days.

10.6 No claims for contingent or consequential losses (excepting public liability and death) will be accepted as a result of using Southover Food Company Limited or any products supplied by Southover Food Company Limited. No financial offset can be accepted for any claims under any circumstances whatever unless supported by a duly issued Southover Food Company Limited contract.

10.7 You must voluntarily co-operate in any claim we may make against suppliers, carriers or insurers and this includes the obligation without charge by you not to dispose of (and to properly store) the goods for a reasonable time, to promptly provide us with a copy of any Condemnation Warning Notice, Detention Notice or any other notice issued under the Food Safety Act (1990) or subsequent act or any other legislation issued in respect of the goods, not to dispose of the goods before giving us a reasonable opportunity to remove them, to provide reasonable facilities to enable us or our agents to inspect the goods before disposal and to assist us by providing witness or documentary evidence. It is your obligation to arrange for the full co-operation of any third party contracting with you (other than those third parties contracting with us). You must retain the packing and consignment note for inspection.

11. Force Majeure

We shall not be responsible for any failure or delay in performance of any obligation arising from any cause or causes beyond our reasonable control such as acts of God, riot, explosion, abnormal weather conditions, fire, flood, trade disputes, acts or omissions of any independent third parties (such as carriers or suppliers), or government intervention or regulations (UK or otherwise).

12. Notices

Either of us may serve notice on the other by facsimile and also by sending any notice (as well as in any other manner) to the facsimile number or address shown from time to time on that party's note paper or documents.

13. General

13.1 We may change or supplement these terms and conditions from time to time and, by continuing to place orders through Southover Food Company Limited after such changes or supplements have been made, you will be bound by such changes or supplements even if you do not obtain an updated copy of this document.

13.2 If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.

13.3 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

14. Personal data of customers who are persons or partnerships, and its use
You expressly agree that we may keep and process data about you as altered from time to time. Data about you may be used by us or our group companies to perform the contract, for credit rating purposes, in connection with monitoring the service provided, for analysis for management purposes, for making statutory returns, for forecasting, and for future marketing and selling.

15. Law and Jurisdiction

This agreement shall be governed by and construed in accordance with English law and the Courts of England shall have exclusive jurisdiction to which both parties submit.