



27 Main Road, Leabrooks,
Alfreton, Derbyshire. DE55 1LA

Credit Control 01773 600004
Sales (Main Line) 01773 603351
Fax 01773 541322

NEW ACCOUNT FORM

Payment Terms Monthly / weekly / Cash on delivery

Customer.....Sales Person.....

Trading Name.....Amount of credit required.....
(if different from above)

Trading address.....

.....Post code..... Tel No.....Ext.....

KitchenTel.No.....Chefs nameChefs mobile.....

Fax No.....Email Address.....Length of Trading.....

Vat reg. Y / N if Y VAT No.....Ltd Company Y / N Reg.No.....

Ltd Company Name.....Year of incorporation.....

Registered address.....

.....Post code..... Accounts Tel. No.....

Fax no.....Email Address.....Email Statements Y / N

Owners Address.....

.....Postcode.....Tel.No.....

Bank & Branch.....Bank Acc.....Sort code.....

TRADE REFERENCES (No Breweries or Cash/Carry)

1)Name & Address..... 2)Name and Address.....

.....

Tel. No.....Fax no. Tel No.....Fax No.....

AGREEMENT

I/we hereby agree to abide by your credit terms of trading (Details on reverse), which are payment by the end of the following month of delivery unless weekly or cash on delivery customer. I/we understand that failure to do so will result in the suspension of credit facilities.

Signed DATE.....

Print Name Authourised Position.....

OFFICE USE ONLY

ACCOUNT APPROVED BY..... DATE.....

ACCOUNT NO.....

Owen Taylor & Sons Ltd

Conditions of Sale and Trade

CONDITIONS

The conditions apply to orders placed with Owen Taylor & Sons Ltd ("the Company") and are the only conditions on which an order will be accepted and will take precedence over any conditions stated to be imposed in any written order by the Customer and orders to the Company are subject to the conditions thereof.

ORDERS

Night time orders must be placed before midnight for delivery next day. All bakery products must be ordered before noon for next day delivery.

Deliveries required for Monday must be ordered on Friday. Please contact the Sales office for order deadlines for Bank holiday deliveries

DELIVERY

All products will be packed separately in sealed bags and delivered in new cardboard boxes or otherwise in accordance with Customer practice, but in any event in compliance with all hygiene regulations.

Every effort will be made to comply with completion/delivery dates requested by the Customer and quoted by the Company but no liability is accepted for or arising out of any failure to do so and dates shall not be the essence but if the Customer is unable or refuses to accept delivery of Products at the contracted time the Company reserves the right to return the Products to stock and to charge any costs incurred in storage, additional handling, transport or otherwise. All queries must be notified within 24 hours of delivery and Products must be returned for credit to be raised unless notifying us of short delivery or overcharge.

PAYMENT

All sales are strictly cash on delivery unless a credit account has been authorised in writing, payment terms agreed must be adhered to, to ensure continuity of supply. The Company reserves the right to refuse delivery of Products when cash on delivery is not available. Any account outstanding beyond our credit terms may be subject to the 'Late Payment of Commercial Debts (Interest) Act 1998 as listed below and the Customer will be invoiced by the Company for debt recovery costs. The Company also reserves the right to pass the debt on to a debt recovery agent and will be subject to any further costs incurred.

Debts up to £999.00 = £ 40.00 Debts £1000.00 - £9999.00 = £ 70.00 Debts £10000.00 and over = £100.00

These costs will change in accordance with government guidelines without notice to the Customer. The Company reserves the right to request full payment of all monies outstanding if the account exceeds the credit terms. The Company reserves the right to implement a credit charge of 8% above the bank of England base rate on any overdue balances.

A charge of £20 will be made to cover bank charges and administration costs each time a cheque is dishonoured for any reason

PRICES, SALES, TRADING AND AVAILABILITY

Prices are subject to alteration without notice; The Company also reserves the right to alter any conditions of sale or trading at any time upon giving not less than seven days notice and no variation to these terms are accepted by the Company unless confirmed in writing by the Company. All Products are offered subject to availability

TITLES

Whilst the title of the Products remain with the Company until payment has been received the Customer shall keep the product in proper conditions stored and labelled in such a manner as to make the same clearly identifiable as the Company's property. Notwithstanding the forgoing that the Customer shall be entitled to process or use the products in the ordinary course of the Customers business but shall account to the Company for such proportionate amount of the proceeds of sale of the products including proceeds of insurance claims on loss damage or destruction as is equivalent to the sale price or the proportionate amount thereof due to the Company and shall hold such proceeds in trust for the Company and not mix the same with other monies or pay them into an overdrawn bank account and shall ensure that they are identifiable at all times as the Company's monies and in case of tangible proceeds keep them properly stored protected and insured.

Until payment to the Company and without prejudice the Company or its Agents reserves the right, after giving notice of its intention, to enter the Customer's premises and repossess any Products of which it has title hereunder and the Customer shall assign to the Company any right or claim of the Company over or against any third party in respect of Products delivered.

The conditions herein shall take effect and be in accordance with English Law.