

Application For Trade Account

Business Contact Information

Contact name:

Phone:	Fax:	E-mail:	
Invoice Address:		Trading Name (If Different):	
City:	State:	Postcode:	
In business since:	Company Reg. Number:	V.A.T. Number:	
Sole trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Limited liability: <input type="checkbox"/>	Other: <input type="checkbox"/>

Business Type:

Wholesale Cash & Carry Brewery Off Licence Grocer Club
 Wholesale Restaurant Take Away Fish & Chips Shop Pub / Bar
 Cafe Other _____

CUSTOMER

I/We, as duly authorised to enter agreements on behalf of the customer, acknowledge and agree by signing the form below that:

- i. In consideration of GLOBAL FOODS LIMITED agreeing to supply goods to me/us, the customer, within the terms and conditions provided, shall exclusively govern each and every supply, with effect from the date of the signature shown below.
- ii. Payments for goods must be made by cash, BACS, debit or credit card on delivery (except where GLOBAL FOODS LIMITED has agreed to provide a credit facility and that credit facility has been put in place).
- iii. Where GLOBAL FOODS LIMITED is considering providing a credit facility, it shall be entitled to carry out such credit checks (including use of credit agencies) as and when necessary during the course of this contract for the purpose of its decision whether to provide or continue to provide such a facility
- iv. **Please provide a copy of a photo ID (Valid Driver's License / Passport) and a utility bill for proof of address.**

Director's/ Sole Trader/ Partner's Name:

Director's/ Sole Trader/ Partner's Signature:

Home Address:

	Post Code:	Date Of Birth:
--	------------	----------------

Director's/ Sole Trader/ Partner's Name:

Director's/ Sole Trader/ Partner's Signature:

Home Address:

	Post Code:	Date Of Birth:
--	------------	----------------

Telesales Call: Yes <input type="checkbox"/> No <input type="checkbox"/>	Day:	Time:	Contact:	Frequency:
---	------	-------	----------	------------

Office Use Only

Photo ID Provided Y/N :	Date Account Opened:		
Acc. No.:	Rep Code:	Area Code:	Payment Code:
Authorised By:	Signature:	Date:	

PERSONAL GUARANTY

The guarantor/s _____, in consideration of the
Customer/s _____ request, enter into an agreement or agreements with
Global Foods Limited for the sale of goods.

The guarantor/s hereby irrevocably, absolutely and unconditionally guarantee the prompt payment and due performance of
all the obligations of the Customer of all the terms and conditions in the agreement.

Signed:	Signed:
Date:	Date:
Print Name:	Print Name:
For & Behalf Of:	For & Behalf Of:
Address:	Address:
Post Code:	Post Code:
Tel:	Tel:
Signed In Presence Of:	Signed In Presence Of:
Name:	Name:
Address:	Address:
Signature:	Signature:
Date:	Date:

TERMS & CONDITIONS

By agreeing to these terms and conditions you confirm that you are:

a registered customer of GLOBAL FOODS LIMITED (hereafter referred to as "Global Foods", "we", "us" or "our");
actively engaged in business or charity;
that the business is operated by a person who is 18 years of age or over; and
those with access to this site or given Global Foods Customer Cards are directors, nominated managers or proprietors of the business.

1. Purchase Contract

1. All purchases made are governed by these Terms and Conditions. The Terms and Conditions governing any purchase will be those in effect at the date of your order. We reserve the right at our sole discretion to amend these Terms and Conditions at any time. If you order goods after we have published any changes you will be bound by those changes. Accordingly, you should check prior to each order to ensure that you understand the precise terms and conditions applicable to your purchase.
2. Our acceptance of your order will take place upon despatch of the product(s) ordered and at this point the purchase contract will be made. We will supply the goods to you in accordance with these Terms and Conditions.
3. Our representatives, depot staff or vehicle driver are not authorised to agree to any other conditions or to vary these Conditions.
4. These Conditions supersede any previous conditions between You and Us (whether oral or in writing) and also supersede any previous course of dealing, trade custom or understanding between You and Us.

2. Pricing and Availability

1. All prices are quoted excluding VAT. Where applicable, VAT will be added to invoices.
2. Prices are liable to change without prior notice and are a guide only.
3. The actual order value cannot be determined until the day of delivery could vary either above or below the prices on the day your order is picked and delivered. Please note that the price listed is a guide price.
4. Please check the dates of availability of any offers before purchasing.
5. Products are subject to availability and prevailing market conditions. We may limit the quantities of goods (particularly goods on special offer) supplied to any one customer.
6. If you would like us to deliver a substitute line should selected lines be unavailable, you can request this when placing your order or be given a substitution.
7. Product descriptions and prices should only be used as a guide and Global Foods Limited reserves the right to vary them without notice.

3. Delivery

1. Delivery will be made to the address specified by you when you register.
2. Delivery will be made only to an adult aged 18 years or over.
3. Delivery dates, times and charges will be agreed with you prior to the start of your delivery service. Delivery times, where agreed, are approximate only there shall be no liability on Global Foods for late or cancelled delivery.
4. It is your responsibility to ensure that an appropriate person is available at the delivery address at all times during the agreed date and time. All goods must be signed for on delivery by an adult aged 18 years or over.
5. If no one is at the address when delivery is attempted the goods will be retained by us.
6. Should you fail to be present for your delivery we are entitled to charge you in full price of the items contained in your order and the cost of delivery.
7. No discrepancies will be entertained if goods are not checked off at time of delivery.
8. All goods remain the property of Global Foods Limited until payment has been made in full and received in full by Global Foods Limited.

4. Order Error

1. Goods may not be returned without a collection note.

5. Returns

1. Claims for shortages, damages or incorrect goods must be notified by quoting your customer number and order number within 24 hours of delivery, with the exception of alcohol, which must be checked at time of delivery.

6. Payment

1. Payment for the delivered goods will be according to the trading terms that have been agreed in advance with your sales rep. Payment may be made by cash, BACS, debit or credit card. Global Foods reserves the right to refuse delivery if these terms are not adhered to.
2. You agree to compensate us in full against all reasonable costs expenses and outgoings incurred by us in obtaining payments from you in the event a failed payment occurs. This will include an administration charge of not less than £35. We may at any time after a failed payment has occurred hire a debt collection agency to collect payment from you.

3. If at any time any invoices are overdue then all unpaid balances owing to Us from You shall become immediately due and payable.
4. Overdue invoices shall carry interest at the rate of 3% per month compound.
5. We reserve the right to withdraw any credit facilities and suspend deliveries if circumstances arise which in Our view oblige Us to do so.
6. We shall endeavour to comply with reasonable requests to supply copies of goods receipt notes. This service will be subject to an upfront administration charge of £5 per copy.

7. Warranty and Liability

1. Nothing in these Terms and Conditions will restrict our liability for death or personal injury resulting from our negligence, breach of contract or breach of statutory duty.
2. We will not be deemed to be in breach of contract or of these Terms and Conditions as a result of any delay in our performance or failure to perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, fire, flood and other acts of God, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment, road traffic problems.
3. Other than as set out above, our maximum liability arising out of any order for the supply of goods to you under this contract will be limited to the price of the goods contained in that order.

8. General

1. If any of these Terms and Conditions is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms and Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.
2. These Terms and Conditions will be governed by English law and the parties submit to the exclusive jurisdiction of the British courts in relation to any dispute which may arise between them.

9. Property and Risk

1. Risk in the Goods shall pass to You at the time of delivery of the Goods to You or Your agent and You hereby undertake to insure the Goods to their full value. Title in the Goods will only pass to You when We have received cleared payment in full for the Goods plus VAT and/or any other payment howsoever due to Us from You. Until all such payments have been received, full legal and equitable title shall remain with Us and You shall be required to store the Goods in such a manner as to preserve their value and in such a way that they may be clearly identified as Our property. If payment is overdue in whole or in part, or upon commencement of any proceedings for insolvency, We may (without prejudice to any of Our other rights) recover or recall the Goods or any of them and We (and Our agents) may enter upon Your premises or any premises where the Goods are stored for such purpose and You hereby grant Us (and Our agents) a licence to enter upon any premises occupied or controlled by You so as to recover such Goods, title to which has not passed to You (irrespective of whether such Goods can be specified, or attributed to corresponding purchase orders or delivery notes and without regard to sub-clause 2. below) to the value of the amount due and payable.
2. You may not for any indebtedness pledge or in any way charge by way of security (including without limitation fixed and floating charges) any of the Goods which remain Our property. Without prejudice to Our other rights, if You do so, all sums owing by You to Us shall forthwith become due and payable.

10. Consumer Complaints

1. Any consumer complaint concerning any of Our Goods must be referred directly to Us and We will deal with it. We will not accept responsibility for any payment made by You to a consumer in settlement of any such claim.

11. Warranties and Liabilities

1. Nothing in these Conditions shall affect Our implied undertakings given to You under S12 Sale of Goods Act 1979 or Your statutory rights under the Agriculture Act 1970 (as amended).
2. Nothing in these Conditions shall exclude or limit any liability We may have under the Consumer Protection Act 1987.
3. Our liability to You under or in any way related to the sale and purchase of goods or otherwise whether involving Our negligence or not shall only extend to giving an appropriate credit for or repayment of the price paid by You for defective goods.
4. Nothing in these conditions shall affect Your duty to mitigate Your losses. Save as set out above We shall not have any liability whatsoever to You under or if any way related to the sale and purchase of the Goods or otherwise (whether in contract, tort (including without limitation negligence) or by way of statutory duty) for any claims, loss or damage of any nature whatsoever including without limitation consequential losses of any nature whatsoever.

12. Force Majeure

Notwithstanding any other condition We shall have no liability whatsoever under or in any way related to the sale and purchase of the Goods or otherwise (whether in contract, tort (including without limitation negligence) or by way of statutory duty) for any failure to fulfil any obligation hereunder if and to the extent that such fulfilment is prevented by circumstances beyond Our reasonable control.