



NEW CUSTOMER APPLICATION FORM

To enable us to open an account please complete and return the following:

Trading Name _____ Tel No _____

Trading Address _____ Fax No _____

_____ E-Mail _____

_____ Post Code _____

Company Name _____

Company Reg. No. _____

Invoice Address _____

Estimated Monthly Spend _____

Accounts Contact Name _____ Tel No _____

Email Address _____

Name of all Directors _____

Proprietor's Name and Address (non limited entity) _____

Cash on Delivery

Credit Account Required (subject to credit search)

THE INFORMATION GIVEN IS ACCURATE IN ALL RESPECTS.

**BY SIGNING BELOW I CONFIRM RECEIPT AND ACCEPTANCE OF
TICCO FOODS LTD'S TERMS AND CONDITIONS OF TRADING.**

Name _____ Date _____

Signature _____ Position _____

**PLEASE ENSURE THAT THIS FORM IS COMPLETED IN FULL OTHERWISE YOUR
APPLICATION MAY NOT BE PROCESSED.**

TICCO FOODS LIMITED.

Unit C Skyway, 14 Calder Way, **T** 01753 685444
Colnbrook, Slough SL3 0BQ **F** 01753 689813

E finance@ticco.co.uk
ticco.co.uk



LOGISTICS INFORMATION

Business Type:

Restaurant Coffee Shop/Deli Hotel Other

Area Code _____

Contact Name _____

Tel No _____

Mob No _____

E-Mail _____

Post Code _____

Delivery Address (if different) _____

Kitchen Telephone Number _____

DELIVERY SCHEDULE

DAY		MON	TUES	WED	THURS	FRI	SAT	SUN
Open for delivery								
Trading Hours	AM							
	PM							
Delivery Hours	AM							
	PM							

Any order received before 12:00pm will be delivered the next day before lunch subject to delivery day availability. Any Order received after 12:00pm will be delivered next day. Cut off for next day delivery is at 11.00pm.

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TICCO FOODS LTD TERMS & CONDITIONS OF SALE

1. DEFINITIONS

"Company" means Ticco Foods Ltd (registered in England and Wales under company no. 2978769) or any subsidiary or associated company thereof and on whose behalf the obligation of the seller are assumed under any contract to which these Terms and Conditions apply.

"Goods" means any goods or products sold or supplied pursuant to these Terms and Conditions.

"Purchaser" means any person, firm or company to whom Goods are sold or supplied by the Company.

"Contract" means any contract between the Company and the Purchaser for the sale and purchase of the Goods, incorporating these Terms and Conditions.

2. GENERAL

Quotations are made and all orders are accepted subject to the following conditions, notwithstanding anything which may be stated to the contrary on the Purchaser order form or in correspondence. No terms and/or condition which the buyer may seek to impose shall apply or have effect.

3. APPLICATION OF TERMS

- (a) Unless the Company expressly accepts other terms and conditions by means of written amendments of these Terms and Conditions signed by an authorised signatory of the Company, the Company shall supply Goods solely on these Terms and Conditions to the exclusion of any other terms and conditions.
- (b) Any purported variation of the Terms and Conditions by endorsement or reference to any purchase order or other document shall have no effect.
- (c) Each telesales order or any order placed by whatsoever means for Goods by the Purchaser from the Company shall be deemed to be an offer by the Purchaser to purchase Goods and shall be subject to these Terms and Conditions.
- (d) No such order placed by the Purchaser shall be deemed to be accepted by the Company until the Company's telesales agent acknowledges the order or (if earlier) the Company delivers the Goods to the Purchaser.
- (e) These Terms & Conditions shall apply to all the Company's sales of the Goods and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.

4. DESCRIPTION

- (a) The quantity and description of the Goods shall be confirmed to the Purchaser by the Company's telesales agent.
- (b) All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

5. PRICES

- (a) Unless otherwise agreed by the Company in writing, the price for the Goods shall be at prices ruling on the date of despatch which may be varied from time to time without notice at the Company's sole and absolute discretion for any of the Goods.
- (b) All prices are subject to alteration without notice where the Company is obliged to increase prices through no fault of its own, including but not limited to, as a result of an Excise or other duty or tax or impost levied on relevant Goods, or an increase in the costs of complying with any relevant legislation or standards, or an increase in transportation or raw material costs.
- (c) The prices of Goods shown in any price list are quoted exclusive of Value Added Tax.

6. ORDERS

- (a) The Company does not operate a Sale or Return policy and the orders shall be for the minimum quantities as published by the Company from time to time.
- (b) All Goods are sold subject to availability.
- (c) The Purchaser shall not, after 5pm on the day before an order is to be delivered by the Company, be entitled to cancel or defer any delivery of Goods made by the Company.
- (d) By placing an order with the Company either via the Company's telesales department or the Company's website or whatsoever means the Customer is offering to contract with the Company on the basis of these Terms and Conditions. The Contract should be formed when the Company acknowledge acceptance of the Customers order or delivers the Products to the Customer whichever occurs earlier. The Contract is subject to availability of stock. Neither the Company's price list nor any prices which appear on the Company's website constitute an offer and the Company may amend its published prices at any time prior to formation of the Contract in accordance with this Condition. Any current price list replaces all previous price lists. Prices are quoted exclusive of VAT which shall be charged if applicable.

7. DELIVERY

- (a) Delivery of the Goods at the premises of the Purchaser, such other premises notified to the Company by the Purchaser or the Purchaser's specified agent shall for the purpose of these Terms & Conditions constitute delivery to the Purchaser.
- (b) Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice.
- (c) The Company shall be entitled where appropriate to deliver any order by one or more consignments and each consignment shall be treated as a separate contract.
- (d) The Purchaser must provide a signed acceptance for all deliveries from the Company. If the Purchaser fails to do so, the Purchaser shall not make any claims in relation to quantity or the identity of the Goods.
- (e) The Purchaser shall have the right to inspect the Goods on delivery and shall inform the Company immediately of any complaints in relation to the quantity or identity of the Goods. Claims relating to the quantity or identity of the Goods must be reported to the Company's nominated driver on delivery and any claims for shortages will not be entertained once the Goods have been signed for by the Purchaser. As purchaser once you sign the invoice you accept the product was delivered at the correct temperature.
- (f) Deliveries of Products to Customer shall be in accordance with the Company's delivery schedule. The Company shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver Products by a particular date or arising as a result of any cause beyond the Company's control. Time for delivery shall not be of the essence unless otherwise agreed by the Company in writing.
- (g) Delivery of Products shall be made by the Company to such reasonably accessible premises as the Customer shall reasonably require. The Customer shall allow the Company reasonable access to such premises and shall use best endeavours to ensure that a responsible person shall be at the place of delivery to take delivery of the Products and to sign for them. In the event of no such person being present at the time of delivery the Customer hereby consents to the Company leaving the Products at what appear to be the premises nominated by the Customer as the place of delivery and when the Products are so left risk in the Products shall pass to the Customer and no liability shall remain with the Company in respect of the Products.
- (h) If the Customer fails to take delivery or fails to give the Company adequate delivery instructions at the time stated for delivery then without prejudice to any other right or remedy available to the Company, the Company may do one or more of the following:

- (i) charge the Customer the cost of carriage of the refused delivery both to and from the premises of the Customer in addition to the Company's administration charges involved.
- (ii) charge the Customer the full cost price of the Products and a sum in respect of its loss of profit provided that the Company shall use its reasonable endeavours to mitigate such loss.

8. COMPLAINTS/DAMAGES

- (a) No claim for damages or quality issues will be considered by the Company unless the Purchaser notifies the Company's Customer Services Department within 24 hours of delivery quoting a valid order or invoice number. When the Purchaser indicates on the delivery note that the Goods have been checked no claims for damages or quality will be accepted.
- (b) Alleged damaged Goods shall be held by the Purchaser without cost to the Company. The Purchaser shall await the Company's instructions and shall allow the Company's representative to examine the Goods in question and to take away samples for examination.
- (c) Where any valid claim is based on the quality or condition of the Goods and notified to the Company in accordance with clause 8(a) and accepted by the Company, the Company shall replace the Goods (or part in question) free of charge but the Company shall have no further liability to the Purchaser.
- (d) In case of alleged damages or quality issues, no deduction may be made by the Purchaser against invoice except on specific written authority from the Company.

9. RETURN OF GOODS

No Goods can be returned unless authorised by the Company and Goods must be in original packaging and the Company must be confident that cold chain integrity has been maintained.

10. RISK

Where delivery is effected by means of vehicles owned or hired by the Company, delivery shall be complete and risk in the Goods shall pass to the Purchaser on completion of delivery at the Purchaser's specified address. Where delivery is affected by other means, risk shall pass when Goods are handed over to the relevant carrier. The Goods shall be at the Purchaser's risk from the time of delivery notwithstanding that the property in the Goods remain with the Company as provided in Condition 11 below.

11. PAYMENT

- (a) Payment for Goods supplied shall be received by the Company in full on delivery. The Company may, at its sole discretion and after carrying out all appropriate credit checks in respect of the Purchaser afford credit terms to the Purchaser. In these instances payment must be made on or before the date as shall be specified on the Company's invoice. Cash on delivery to any representative of the Company can only be proven and accepted on production of a receipted invoice being furnished by the Purchaser, no claim of cash payment can be entertained subsequently.
- (b) If the Purchaser fails to make payment in accordance with clause 11(a) The Company reserves the right to charge interest at the annual rate of 4% above the bank base rate from the due date specified on the Company's invoice to the date of payment. The claimant claims daily interest under the Late Payment of Commercial Debt Interest Act 1998 and compensation arising from late payment under section 5A. The Company reserves the right to charge the Purchaser for all third party costs, including collection commission levied at the rate of 10% of the total debt balance.
- (c) The Company reserves the right at its absolute discretion to refuse any proof of delivery request older than 3 months. Any request from the Purchaser to the Company requesting a copy proof of delivery or invoice will be chargeable at a rate of £3 per copy.
- (d) Payment by due date is a condition precedent to future deliveries under any contract between the Company and the Purchaser.
- (e) All payments to be made hereunder shall be made without any deduction set off or counterclaim whatsoever or howsoever arising. Purchasers who have established credit accounts should send payments made payable to **Ticco Foods Limited, Unit C, Skyway 14, Calder Way, Colnbrook SL3 0BQ**. All payments must be clearly marked with the Purchasers account number and be delivered before the due date.
- (f) No payment shall be deemed to have been received until the Company has received clear funds.
- (g) All payments payable to the Company under the Contract shall become due immediately upon termination of the contract despite any other provision.
- (h) If any sums contained in the account are disputed, the Purchaser shall not withhold payment of the remainder of the account and if it shall be subsequently agreed or determined that any disputed sums are properly payable, then interest shall be payable in accordance with 11(b) above.
- (i) The Company reserves the right in its own discretion to refuse to grant credit.

12. RETURNED AND DISHONOURED CHEQUES

The company reserves the right to charge £40 for all unpaid items either returned or represented at the Company's bank. Any outstanding account balance plus a £40 fee will become immediately due for payment.

13. CANCELLATION OF CONTRACT

The contract may not be cancelled by the Purchaser without written consent of the Company. The Company reserves the right upon issuing written consent to levy a cancellation charge of not less than 25% of the standard list price of Goods. This charge is to cover the Company's losses arising from cancellation. Non-stock Goods ordered on behalf of the Purchaser cannot be returned and will be charged at list price.

14. TITLE

Legal and business title in the Goods shall remain in the Company and the Purchaser shall hold the Goods in a fiduciary capacity as bailee of the Company until such time as payment in full has been received by the Company. Risk in the Goods will pass to the Purchaser on delivery. The Company shall be entitled to recover from the Buyer any Goods for which payment has not been received when due and enter upon the premises of the Buyer where the Goods or are reasonably thought to be situated to repossess such Goods.

15. WARRANTIES

The Company warrants that all food products comply with Food Safety Act 1990 and all relevant UK food legislations from time to time in force.

16. LIABILITY

- (a) The Company's liability hereunder shall be limited to replacing defective, damaged or non delivered Goods. The Company shall have no liability for any loss or damage (direct, indirect or consequential) caused thereby. Save as aforesaid all warranties and conditions expressed or implied, statutory or otherwise, except the implied conditions as to title in the Sale of Goods Act 1979 are hereby expressly excluded.

17. GOVERNING LAW/ARBITRATION

These Terms and Condition shall be governed by and construed in accordance with English law and any disputes shall be subject to the exclusive jurisdiction of the English Courts.

18. ADDITIONAL TERMS

- 1) The Company, but not the Purchaser may assign its rights and obligations under the contract.
- 2) If the Customer is a partnership the liability of the individual partners to the Company shall be joint and several.