



**Suppliers of Quality Tableware, Glassware, Bar Accessories, Disposables, Cleaning Products & Kitchen Equipment to the Catering Trade**

***There really is no need to look anywhere else!!!!***

## **Application For Credit Account**

Trading Style:-       Ltd Co                                       Partnership                                       Sole Trader

Company Reg No:- \_\_\_\_\_

Company Name:- \_\_\_\_\_

Established:- \_\_\_\_\_

Trading As:- \_\_\_\_\_

Trading Address:- \_\_\_\_\_  
\_\_\_\_\_

Postcode:- \_\_\_\_\_

Invoice Address (If different from above) \_\_\_\_\_

Postcode \_\_\_\_\_

Phone No:- \_\_\_\_\_

Fax No:- \_\_\_\_\_

Mobile:- \_\_\_\_\_

E-mail:- \_\_\_\_\_

Account's Contact \_\_\_\_\_

VAT No:- \_\_\_\_\_

Credit Limit Required:- \_\_\_\_\_

Telesales to call:-       Mon Weekly    Wed Weekly       2 Weekly                                       Monthly

**Signed:-**.....      **Position:-**.....      **Date:-**.....

Credit Terms strictly 30 days from date of invoice. Terms and conditions on reverse.

**DATA PROTECTION ACT 1998**  
We may make a search with a credit reference agency, which keep a record of that search and will share that information with other businesses. We also make enquiries about the principle directors with a credit reference

**Ascot Wholesale Ltd**, Unit 5, Leafy Oak Industrial Complex, Cobbetts Lane, Yateley, Surrey, GU17 9LW  
**Tel: - 01252 875555 / Fax: - 01252 876666**  
sales@ascotwholesale.co.uk / www.ascotwholesale.co.uk  
**Registered in England number 5397915.VAT Registered number: 733 3225 60**

# Terms & Conditions

<b>1. Definitions</b>	6.5	
1.1 "Company"		means ASCOT WHOLESALE
1.2 "Customer"		means the customer of the Company
1.3 "Conditions"		means these conditions of sale
1.4 "Contract"	6.6	means any contract entered into for the sale of goods by the Company to the customer
1.5 "Goods"		means any Goods (including special Goods) the subject of any contract and shall include any part or parts of them and materials incorporated in them.
1.6 "Special Goods"	6.7	means Goods: not held in stock by the Company or not included in either the current catalogue or price list or of a quantity greater than that which is stocked by the Company in the usual course of its business or made or modified to the order of the customer.
<b>2. Extent of Contract</b>	7.	
2.1	7.1	These conditions shall apply to every Contract to the exclusion of all other conditions express or implied by statute or otherwise
2.2	7.2	These conditions together with the acceptance, delivery notes and invoices issued by the Company in connection with the Goods shall constitute the whole contract.
2.3	7.3	The provisions of these Conditions shall prevail in the event of any conflict between these Conditions and other documentation concerning a contract.
2.4	7.4	No variation, cancellation or waiver of a Contract shall be of any effect unless made in writing and signed by a duly authorised representative of the Company.
2.5	7.5	Previous dealings between the Company and the customer shall not:
2.5.1		vary or replace these conditions or be deemed in any circumstances whatsoever so to do.
2.5.2	7.6	Set a precedent for the terms of any other contract.
2.6		Typographical or clerical errors or omissions in documentation issued by the Company shall be subject to correction.
2.7		The Company reserves the right to vary, amend or alter these conditions at any time.
2.8	7.7	Acceptance of Goods by the customer shall be conclusive evidence before any court or arbitrator that these conditions apply.
2.9	7.8	The contract shall be governed by English law and the customer consents to the exclusive jurisdiction of the English courts in all matters regarding the Contract save that the Company may at its sole discretion seek injunctive or other relief, or may bring proceedings or action in the courts and under the laws of any jurisdiction.
<b>3. Acceptance</b>	7.9	
3.1		No contract shall come into existence until the Customer's order is accepted by the earlier of:
3.1.1		the Company's acceptance
3.1.2		the delivery of the goods or
3.1.3	7.10	the issue of the Company's invoice
3.2		Orders are accepted on the basis the Customer has read and accepted these conditions.
3.3	7.11	All orders are accepted on the understanding that the Company shall not be liable for any delay or loss arising from contingencies beyond their control such as Act of God, War, Riot, Strikes, Lock outs Fire Flood, Accidents, Breakdowns or shortage of materials and labour, import, export regulations or embargoes.
3.4	7.12	Acceptance by the Company of an order from a customer creates a Contract that cannot then be varied without consent of a Director of the Company.
3.5	7.13	Notwithstanding the provisions of this clause, a customer cannot (without written consent of the Company) cancel, vary or amend an order for Special Goods (whether or not such an order has been accepted by the Company) prior six months from the date of the order to which it relates has been made.
<b>4. Publicity Material and Description of Goods</b>	7.14	
4.1		The descriptions and illustrations contained in the catalogue and price list of the Company are intended to and only present a general idea of the Goods described in them and such descriptions and illustrations shall not form part of the contract.
4.2	8.	All weights, dimensions and capacities shown in the catalogue or price list of the Company are for guidance only and due to the inherent variations in the manufacture of (in particular ceramic) Goods such as weights, dimensions and capacities cannot be and are not guaranteed by our Company.
4.3	8.1	The Company does not accept responsibility for the accuracy of any capacity dimensions or measurements stamped or imprinted on Goods by a governmental department or agency.
<b>5. Prices and Payment</b>	8.2	
5.1	8.3	Orders are accepted on the condition that the prices charged would be those ruling at the date of despatch of the Goods.
5.2		Goods are subject to Value Added Tax at the rate prevailing at the date of invoice.
5.3		Payment for Goods due by the end of the month following the month of invoice.
5.3.1	9.	The time for payment stipulated in clause 5.3 shall be of the essence of the Contract.
5.4	9.1	Payment for Goods shall be made in full without deduction or set-off.
5.5		The Customer shall be responsible for and shall pay all bank charges levied on or deducted (whether by the bank of the Company or Customer).
5.6	9.2	Where the Company agrees to deliver the Goods otherwise than at the premises of the Company, the customer shall be liable to pay all (or such lesser amount as the Company shall in its sole discretion determine) of the Company's charges for transport and insurance.
5.7	9.3	Without prejudice to any other rights of the Company, if an invoice is not paid in full by the due date:
5.7.1		interest shall be payable on all monies owed by the customer to the Company from the date of invoice to the date on which payment is received (whether before or after judgement) on a daily basis at the rate of 4% over the base rate from time to time quoted by HSBC and the customer shall pay all the legal and other costs (on an indemnity basis) incurred by the Company in recovering any amounts owing from the Customer and / or in recovering any Goods on which title has been retained by the Company, such costs shall be due for payment forthwith on demand.
5.7.2	9.4	Any discount given to the Customer shall be disallowed and forfeited and the relevant invoice shall be deemed never to have been incorporated a discount and such invoice shall be recalculated accordingly and shall be effective from the date of invoice.
5.7.3	10.	And proceedings are issued for the recovery of any monies due to the Company from the Customer there shall be payable by the Customer an administration fee of £50 plus Value Added Tax.
5.8	10.1	The Company may suspend delivery or performance or may terminate the Contract from the Customer there shall be payable by the Customer and without prejudice to any claim against the Customer.
5.8.1	10.12	The Company may at any time suspend, terminate or withdraw any credit facility given by it to the customer.
5.8.2	10.13	If the Company suspends, terminates or withdraws any credit facility given by it to the Customer, any money then outstanding from the Customer to the Company shall be paid forthwith.
6.	10.14	<b>Title</b>
6.1	10.15	All goods are supplied to the Customer subject to these conditions and no person in the employment or acting otherwise as agent of the Company or purporting to do so has the authority to accept orders or supply Goods subject to any other conditions or to vary these Conditions in any way whatsoever.
6.2	10.16	The Customer acknowledges that before entering into a Contract the Customer has expressly represented and warranted that the customer is not insolvent and has not committed any act of bankruptcy or being a Company with limited or unlimited liability knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver or any creditor to petition for the winding up of the Company or exercise any other rights over or against the Company's assets.
6.3	10.17	Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the full price, together with the full price of any Goods the subject of any other Contract with the Company.
6.4	10.18	The Customer acknowledges that it is in possession of Goods solely as bailee for the Company until such time as the full price thereof is paid to the Company, together with the full price of any other Goods the subject of any other Contract with the Company.
	10.19	
	10.20	
	10.21	
	10.22	
	11.	
	11.1	
	11.2	
		Until such time as the Customer becomes the owner of the Goods the Customer will store them at its own cost on the premises of the Customer separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.
		Until such time as the Customer becomes the owner of the Goods the Customer's right to possession of the Goods shall cease if the Customer, not being a Company, commits an available act of bankruptcy or if, being a Company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up.
		The Company may for the purpose of recovery of it's Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
		<b>Risk, Delivery of Goods and Packing</b>
		Goods are packed free in non-returnable cartons, boxes or other containers.
		The Company may deliver the Goods by instalments, and no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of Goods previously delivered or undelivered Goods.
		Risk of damage to or loss of the Goods shall pass to the Customer
		In case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection.
		In the case of Goods to be delivered otherwise than at the Company's premises, at the time of actual or tendered delivery.
		If the Customer fails to take delivery of the Goods or any part of them on the due date or to give adequate forwarding instructions enabling the Goods to be delivered on the due date, risk to the Goods will pass to the Customer and thereafter the Company may insure and store the Goods at the expense of the Customer and the Customer shall indemnify the Company against all losses and liability arising out of such failure.
		Any dates stated by the Company for the delivery of Goods are approximate only and shall not form part of the contract.
		A Contract relating to the Special Goods referred to in clause 1.6.4 shall be deemed to have been fulfilled and fully performed notwithstanding that the Company has either under or over delivered such Special Goods to the extent of not more than 10% of the quantity of such Special Goods ordered.
		Where special Goods have either been under or over delivered in accordance with clause 7.9, the Company shall either give a rebate or raise an additional charge (as the case may be) pro rata at the rate for the Special Goods specified in the relevant Contract.
		The Customer or a member of it's staff be required to sign a copy of an invoice or a delivery note to which the Goods relate as evidence that the Goods are undamaged, of the correct quantity and in accordance with the Contract.
		The Company will not deliver goods if the copy invoice or delivery note is not signed in accordance with clause 7.10.
		The Company will not deliver Goods if the copy invoice or deliver note referred to in clause 7.10 is marked by or on behalf of the Customer as "unexamined", "unchecked" or anything colourably similar to the same.
		If, at the request of the Customer, Goods are to be delivered to premises other than that of the Customer or the Company, the Customer shall accept full responsibility for the same and any signature obtained from a person at such premises and appearing on a copy invoice or delivery note shall be deemed to mean that the Goods are undamaged, of the correct quantity and in accordance with the contract.
		The Company shall not deliver Goods to premises other than those of the Company or the Customer unless it obtains a signature on a copy invoice or delivery note in accordance with clause 7.13.
		<b>Claims Notification</b>
		The Company shall be released from all liability for claims in connection with non-delivery, shortages or breakage's if the Customer fails to advise the Company of the same forthwith on delivery.
		The Customer shall be deemed to have examined all the Goods on delivery and to be satisfied that the Goods are undamaged, of the correct quantity and in accordance with the Contract unless a written notice to the Company specifying the nature of the alleged damage or deficiency is given to the Company forthwith on delivery.
		In the event that the Customer make it's own arrangements for the collection or delivery of the Goods, any claim for breakage's or shortage in transit must be made by the Customer to the Company effecting delivery of the Goods.
		<b>Extent of Liability</b>
		If the Company becomes liable to the Customer for breach of Contract or otherwise, the liability of the Company shall not exceed the invoice price (excluding Value Added Tax) of the Goods and shall not include any liability for consequential loss or damage (whether for loss or profit or otherwise) costs, expenses or other claims.
		Except where Goods are sold to a person dealing as a Customer (within the meaning of the unfair contract terms act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
		If Goods are manufactured or modified in accordance with any design or specification provided or made by the Customer, the Customer warrants that the design or specification does not infringe the rights (including but not limited to any patent, copyright, design, trademark or other intellectual property right) of any other person, firm or Company and the Customer shall indemnify the Company on demand in respect of all claims and losses arising out of any such infringement whether alleged or actual.
		No liability is accepted in respect of Goods that, after being purchased from the Company, undergo further manufacturing or decorating processes.
		<b>Termination</b>
		The Company shall, at its opinion be entitled to terminate all or any contract forthwith and recover it's expenses, losses and damage resulting to the Company including (but without limitation to) loss of profit or other consequential loss if:
		the Customer has a bankruptcy petition presented against him or a bankruptcy order is made.
		the Customer makes or seeks to make any composition or arrangement with its creditors.
		the Customer makes a proposal to it's creditors for a voluntary arrangement or applies for an interim order (within the meaning of section 286 of the Insolvency Act 1986)
		an encumbrancer takes possession of the Customer's assets or any of the Customers property is taken in execution or process of law.
		a petition is presented or an order is made or a resolution is passed for the winding up of the Customer.
		a petition is presented or an order is made or an administration order to be made in relation to the Customer.
		the Customers directors make a proposal for a voluntary arrangement with the Customers creditors.
		the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).
		a receiver or administrative receiver is appointed over any of the Customers assets.
		the Customer fails to make a payment owed to the Company on the due date.
		the Customer is in breach of the terms and conditions of any contract.
		<b>General</b>
		If any of these conditions are held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
		No waiver by the Company of any breach of Contract by the Customer shall be treated as a waiver of any subsequent breach of the same or any other condition or term of a Contract.