

AUBREY ALLEN LIMITED

Head Office:
Curriers Close, Canley, Coventry CV4 8AW
Tel: 02476 421666 Fax: 02476 421555

CREDIT APPLICATION FORM

PAYMENT TERMS WILL BE ADVISED AFTER CREDIT REFERENCES HAVE BEEN CHECKED

Company Type: (Please tick)

LTD

PLC

Sole trader

Partners

Reg. in UK

Company Name & Address

Delivery Address

Statement Address

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..... Postcode:.....

..... Postcode:.....

..... Postcode:.....

Comp Registration No:.....

Date Incorporated:.....

Tel:.....

Fax:.....

Tel:.....

Fax:.....

Contact:.....

Tel:.....

Fax:.....

Contact:.....

Name and address of Directors / Partners, including postcode and telephone numbers

(If less than 2 years, please supply previous address and postcode)

1.

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..... Postcode

Tel:

2.

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..... Postcode

Tel:

Please supply a copy of your headed business stationery bearing correct statutory information, with this completed application.

Are goods to be supplied only against written orders?

Yes / No

Bank Details

Name:

Address:.....

Authority to obtain credit reference from bank

Sort Code:

Account No:.....

Signature:.....

If premises are leased, please state name and address of owners

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..... Postcode:

Please give name and addresses of current trade references, preferably fish / vegetable suppliers

(no leasing contractors)

1.

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..... Postcode

Tel:

2.

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..... Postcode

Tel:

Aubrey Allen have the right to refuse credit.

I/WE THE UNDERSIGNED AGREE TO COMPLY WITH THE TERMS AND CONDITIONS STATED ABOVE. IN ADDITION I/WE, BEING DIRECTOR(S), PARTNER(S) OF THE APPLICANT COMPANY JOINTLY AND SEVERALLY GUARANTEE PERFORMANCE OF ALL THE COMPANY'S FINANCIAL OBLIGATIONS TO AUBREY ALLEN LIMITED

SIGNED

Position

SIGNED

Position Date

Name in Block Capitals.....

Date

Name in Block Capitals.....

AUBREY ALLEN LIMITED
CONDITIONS OF SALE AND TRADE FOR CATERING SUPPLIES

1. These terms apply to the sale of fresh chilled or frozen meat, poultry, game or other provisions (“the Products”) for delivery to a specific point or points.
2. The conditions apply to orders placed with Aubrey Allen Limited (“the Company”) and are the only conditions on which an order is 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 hereof.
3. All duties, charges, levies, taxes and delivery are included in the price unless otherwise stated.
4. All invoices will indicate the product be species, cut, weight and where appropriate weight ranges, grade and other relevant information.
5. All products will be packed separately in sealed bags and delivered in impervious plastic trays or new cardboard boxes or otherwise in accordance with Customer practice, but in any event in compliance with all hygiene regulations.
6. Where products are on the basis of quantity or weight there shall be a tolerance of 10% unless otherwise agreed.
7. Every effort will be made to comply with completion/delivery requested by the Customer and quoted by the Company but not liability is accepted for or arising out of any failure to do so and dates shall not be of the essence but if costs incurred in storage, additional handling, transport or otherwise.
8. The Company shall request and the Customer shall give a signed acknowledgement of delivery.
9. The risk in the Products remains with the Company up to the receipt and signature of the Customer for the Products and the Customer warrants that any person signing in receipt of the Products shall be duly authorised so to do.
10. Where the Customer requires the Company will specifically warrant by way of written undertaking that the Products have been inspected by a competent authority and have been declared fit for human consumption.
11. Notification of any short weight of Products or damage must be notified to the Company at the time of delivery and any claims in respect of quality within 24 hours of the date of delivery.
12. The Company shall be entitled to treat the Contract as cancelled or any part thereof if delivery of the Products is prevented by any matter outside the control of the Company without any liability on the Company whatsoever.
13. The Company reserves the right to alter any conditions of sale or trading at any time upon giving not less than seven days notice in writing and no variations to these terms are accepted by the Company unless confirmed in writing by the Company.
14. The Company reserves the right to request a deposit with any order and cancellation cannot be accepted without prior agreement in writing from the Company and in the event of any such cancellation the right is reserved to apply cancellation charges to reclaim any costs directly or indirectly incurred.
15. Payment is due to the Vendor on the 10th of the month following delivery of the Products unless otherwise agreed between the Company and the Customer and the terms of credit from time to time published by the Company a copy of which the Customer acknowledges to have received shall apply. Any payment outside the terms of the Company’s credit arrangement with the Customer shall be subject to a charge of interest at 4% over the base rate of National Westminster Bank Plc on amounts outstanding from the date of invoice to the date of payment.
16. Notwithstanding delivery and the passing of insurance risk or the grant of credit the legal and equitable title in products delivered remain with the Company and shall not pass to the Customer until all monies from time to time due to the Company in respect thereof have been paid in full and the Customer shall keep the Products in proper condition stored and labelled in such manner as to make the same clearly identifiable as the Company’s property. Notwithstanding the forgoing the Customer shall be entitled to process or use the Products in the ordinary course of the Customer’s business but shall account to the Company for such proportionate amount of the proceeds of resale 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 on trust for the Company and not mix the same with other monies or pay them into any overdrawn Bank account and shall ensure that they are at all time identifiable as the Company’s monies and in case of tangible proceeds keep them properly stored protected and insured.
17. Until payment to the Company and without prejudice to any other remedies available the Company or its agents shall be entitled immediately after giving notice of its intention so to do enter upon the premises of the Customer 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.
18. The conditions herein shall take effect and be in accordance with English law.