



JOHN & PASCALIS LIMITED
NECTAR HOUSE
665 NORTH CIRCULAR ROAD
STAPLES CORNER
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UNITED KINGDOM

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website www.johnpasc.co.uk
vat no GB 232 7746 58
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APPLICATION FOR CREDIT ACCOUNT

APPLICANTS FULL NAME

TRADING / BUSINESS NAME

TRADING ADDRESS

TEL NO. (LAND LINE) FAX NO.

VAT NO.

TYPE OF BUSINESS (✓) LTD CO. [] SOLE TRADER [] PARTNERSHIP []

Now complete either section A or B as appropriate, then proceed to page 2:

A - if LIMITED COMPANY:

REG OFFICE ADDRESS

REG NO.

TEL NO YEAR OF INCORPORATION ANNUAL SALES £

B - if SOLE TRADER or PARTNERSHIP :

PLEASE PROVIDE FULL NAMES, HOME ADDRESSES & TELEPHONE NUMBER(S) OF ALL PARTNERS (PLEASE USE A SEPARATE SHEET IF NECESSARY)

1. NAME HOME TEL NO

HOME ADDRESS

POST CODE MOBILE NO. (optional)

2. NAME HOME TEL NO

HOME ADDRESS

POST CODE MOBILE NO. (optional)

3. NAME HOME TEL NO

HOME ADDRESS

POST CODE MOBILE NO. (optional)

NB. PLEASE ENCLOSE A COPY OF A RECENT UTILITY BILL FOR EACH OF THE ABOVE NAMED (TO CONFIRM THE HOME DETAILS)

PRINCIPAL NATURE OF BUSINESS _____

HOW LONG TRADING _____ ANNUAL SALES £ _____

Please read the following and continue to page 3

Conditions of Sale

1. Payment terms must be strictly adhered to: interest will be applied to overdue accounts at 4% above the prevailing base rate. An administration fee will be charged on cheques, which are returned or have to be re-presented.
2. Orders given to our representative or sent to any of our offices are received subject to acceptance at Nectar House. We reserve the right to suspend delivery in the event of our account not being paid to terms or to reduce or cancel orders in the event of our inability, through shortage of stocks or for any reason, to execute them either wholly or in part and to make such alterations to products and/or packaging as circumstances demand.
3. Any date quoted or agreed by us for delivery of goods is an estimate only and time shall not be of the essence of the contract. When delivery is required by you to be in instalments, each instalment shall be deemed to be a separate contract.
4. We reserve the right to withdraw credit facilities if circumstances arise which in our view oblige us to do so.
5. You should check cases delivered before signing the delivery note. No written claim for damages or short delivery is necessary when recorded by us on the delivery note. In all other cases, written notice of any claims for damages or goods delivered in error must be given to us within 3 working days of delivery. We reserve the right to refuse to credit or to reduce the value of the credit offered in relation to proposed returns that have been on your shelves or have been partially used or have been sold on and have not been returned to us in the condition they were originally delivered - unless it is demonstrable that the product(s) in question exhibit an intrinsic fault attributable to ourselves as distributors or to the manufacturers. Damaged goods must be retained for inspection. Full credit will only be allowed if these terms are complied with. Chilled and Frozen goods must be correctly handled and stored. We cannot accept liability for damaged or substandard Chilled and/or Frozen goods unless we are advised in writing within 3 working days of delivery and the goods are retained for inspection.
6. All the goods listed on our invoice are warranted by us on delivery to comply with the Food Safety Act 1990 and all relevant UK food law from time to time in force. No warranty is given that the goods comply with food and other relevant legislation or do not infringe third party rights in other countries.
In the event of any fault occurring in any goods please notify us in writing and retain the goods for inspection. Allowance for the goods will be made in full provided the goods were supplied by us within 3 months of the written notification being received, and the goods have not exceeded their shelf life, nor been tampered with nor incorrectly stored or handled. We will not accept any liability for indirect or consequential loss including loss of profit.
7. None of our goods are offered on a Sale or Return basis and our representatives are not authorised to accept orders on a Sale or Return basis. It is therefore your responsibility to sell the goods prior to expiry of any 'Best Before' date. Goods once sold are not returnable unless otherwise agreed.
8. These Conditions of Sale shall be the only terms of contract between us. No other conditions shall have effect unless agreed in writing by us. Our representatives, depot staff or vehicle drivers are not authorised to agree to any other conditions or to vary these conditions of sale.
9. (a) Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or if the Customer fails to take delivery of the Goods, the time the Company has tended delivery of the Goods.
(b) Notwithstanding delivery and the passing of Risk, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other monies due to the Company from the Customer under this or any other contract between the Company and Customer. The Customer acknowledges that until such time as aforesaid he holds the Goods as the Company's fiduciary agent and bailee and shall insure and properly store the Goods separately from his own and any third party's Goods and in such manner as to be readily identifiable as the property of the Company.
(c) Until such time as the property in the Goods passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company at the Customer's expense and, if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess them.
(d) Notwithstanding the provisions of clause (b) until such time as the property in the Goods passes to the Customer the Customer shall be entitled to resell or use the Goods in the ordinary course of business but shall account to the Company for the proceeds of sale or otherwise of Goods whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties, and in the case of tangible proceeds, properly stored, protected and insured.
(e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
(f) C.O.D. amounts paid must be receipted by supplier's representative.
10. If the Customer rejects a delivery for no reason deemed acceptable by the Company, or delivery cannot be made because the Customer fails to comply with the agreed terms, an administration fee will be charged.

PLEASE PROVIDE TWO **TRADE REFERENCES**

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

TEL NO. _____

TEL NO. _____

FAX NO. _____

FAX NO. _____

CREDIT REQUIRED £ _____

PER _____

(NOTE: TRADE REFEREES SHOULD BE ABLE TO SPEAK FOR THE CREDIT FIGURE AS ABOVE)YOUR **BANK** _____

BRANCH ADDRESS _____

_____ TEL NO. _____

A/C NAME _____ A/C TYPE

 PERSONAL (please tick appropriate box)
 BUSINESS
A/C NO.

--	--	--	--	--	--	--	--

SORT CODE:

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I/WE CERTIFY THAT THE INFORMATION SUPPLIED ON THESE THREE PAGES IS CORRECT

I/WE UNDERSTAND AND WILL COMPLY WITH THE CONDITIONS OF SALE STATED WITHIN THESE THREE PAGES.

I/WE AGREE THE CREDIT ACCOUNT FACILITY WILL BE ON YOUR STATED TERMS AND THAT ADHERENCE TO THIS OBLIGATION IS THE ESSENCE OF THE CONTRACT BETWEEN US.

I/WE AUTHORISE OUR BANKERS TO PROVIDE A BANKERS' OPINION AS TO OUR SUITABILITY FOR THE ABOVE AMOUNT, AND ACCEPT THEIR CHARGE FOR THIS SERVICE.

SIGNED: _____

FULL NAME: _____

POSITION: _____

For and on behalf of: _____

DATE: _____

DATA PROTECTION ACT 1998

"We may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency"

*Please return this form **fully completed and signed to:***

JOHN & PASCALIS LTD, NECTAR HOUSE, 665 NORTH CIRCULAR ROAD, LONDON NW2 7AX

You will receive written notification of your Trading Terms when your account has been opened.