

## Application for Trading Credit Account with John & Pascalis

1/3

Applicant's full name: \_\_\_\_\_

Trading/ Business name: \_\_\_\_\_

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

\_\_\_\_\_ Post Code: \_\_\_\_\_

Tel No. (Land Line) \_\_\_\_\_ (Mobile) \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

VAT No. \_\_\_\_\_

Type of Business: (✓) LTD CO.  SOLE TRADER  PARTNERSHIP

*Please complete either section **A** or **B** as appropriate.*

### **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 and telephone number (s) of ALL partners. (Use a separate sheet if necessary).

Name \_\_\_\_\_ Home Tel No. \_\_\_\_\_

Home address \_\_\_\_\_

Post Code \_\_\_\_\_ Mobile No. \_\_\_\_\_

Name \_\_\_\_\_ Home Tel No. \_\_\_\_\_

Home address \_\_\_\_\_

Post Code \_\_\_\_\_ Mobile No. \_\_\_\_\_

**NB. Please enclose a copy of a recent utility bill for each of the above named to confirm their home details.**

Principal nature of business: \_\_\_\_\_

How long trading: \_\_\_\_\_ Annual sales £ \_\_\_\_\_

*Please read carefully the following Conditions of Sale*

**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 goods short-delivered or 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. The purchased items remain the property of John & Pascalis Ltd until paid for in full. In case of failure to pay the full invoice value, John & Pascalis Ltd reserve the right to take goods to the equivalent value of the balance outstanding. No shortages or product quality complaints will be entertained once the goods are signed for in full on delivery.
9. 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.
10. (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.
11. 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.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel No. \_\_\_\_\_

Tel No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Credit required £ \_\_\_\_\_

Per \_\_\_\_\_

\*Desired credit terms: (✓) CHEQUE (current dated)  1IN 1OUT CASH  1IN 1OUT CHEQUE (current dated)  'X' DAYS FROM THE INVOICE  - please specify 'X' days and payment method .....

\*Please note that your final credit terms will be decided by JOHN & PASCALIS and they might be different than your desired ones.

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

(Note: trade referees should be able to speak for the credit figure as above)

Your Bank's name \_\_\_\_\_

Branch address \_\_\_\_\_ TelNo. \_\_\_\_\_

A/CName \_\_\_\_\_

A/C Type

PERSONAL

BUSINESS

A/C No. 

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Sort code: 

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*All applicants must read the following and sign below*

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 banker's 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**

## GDPR Consent Form

It's great to have made this initial contact with you. First things first- we need to get some legal stuff out of the way...

As our trading relationship is currently a prospective one, under the General Data Protection Regulation (GDPR), John & Pascalis Ltd-the Data Controller- is obliged to seek your consent to hold your personal data and in order to communicate with you for the purpose of making commercial and marketing offers.

To be clear, the only data we would plan to hold on you would be that necessary to develop our relationship with you into a commercial one -so just contact address and contact details and preferred methods of contact.

You should feel comfortable that any consent you provide us is freely given, specific to our purpose and fully informed and that you understand you are free to withdraw consent at any time.

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Business Fax \_\_\_\_\_

Mobile \_\_\_\_\_

Email Address \_\_\_\_\_

Time and date of Consent \_\_\_\_\_

Other Key Information \_\_\_\_\_

Method of Consent (*Please confirm your opt-in by clicking to one or all of the methods below*):

Email

Post

Sms

Telephone

**In order to affirm that your explicit consent has been given kindly either**

- Sign and return this letter
- Attach this communication to an email headed ' explicit GDPR consent is given'
- Or come in person and confirm verbally – (the date and time of which will be officially recorded).

Please also see our privacy policy which is available upon demand or permanently viewable on our website – [www.johnpasc.co.uk](http://www.johnpasc.co.uk)

Please note our Key Data Controller Operative is Michael Mouzourou – contactable at the following email address [gdpr@johnpasc.co.uk](mailto:gdpr@johnpasc.co.uk) Please contact him if you ever want to change or update any consents given.

Signature.....

Name.....

Company.....

Date.....