



**Wholesome**  
foodservice.co.uk



**01273 579579**

# Account Application Form

CASH ACCOUNT - COMPLETE SECTIONS **1 2 5**

CREDIT ACCOUNT - COMPLETE SECTIONS **1 2 3 4**

**OFFICE USE ONLY:** Acc Ref:

Date:

Init:

## Your Details

IMPORTANT: PLEASE COMPLETE **ALL** REQUIRED FIELDS ACCURATELY TO AVOID DELAYS IN PROCESSING YOUR APPLICATION

**1**

Trading Name:

Trading Address:

Email Address:

Landline Number:

Fax Number:

Mobile Number:

**2**

Are you a sole trader or partnership?

FILL THIS IN

Owners Name:

Home Address:

Are you a Limited Company?

FILL THIS IN

Exact Legal Name:

Registered Number:

**3**

Supplier Name:

Supplier Name:

Contact Name:

Contact Name:

Contact Email:

Contact Email:

Address:

Address:

Tel: Fax:

Tel: Fax:

Monthly Spend:

Monthly Spend:

**4**

### Declaration & Agreement: (Credit Account Application Only)

I/We apply for a credit account with Wholesome Foodservice Ltd. I understand that payment terms for this account require payment by the 15th day of the month following invoice date. I am authorized to agree that these terms are acceptable and confirm that these terms will not be broken. I have read your terms and conditions of trade and agree to them. I have not omitted any relevant information from this credit application.

First Name: Surname: Signed: Date:

Accounts Contact Details: **Name:** **Email:**

**5**

### Agreement: (Cash Account Application Only)

First Name: Surname: Signed: Date:

Payment method, please highlight: (Cash, Cheque, Card, BAC's.)

Accounts Contact Details: **Name:** **Email:**

# Terms and Conditions

These terms and conditions cancel all others:

## VAT:

Prices quoted are exclusive of VAT where applicable, VAT will be billed at the current rate.

## Deliveries:

Wholesome Foodservice Ltd, the "Company" is the vendor. All our goods must be checked and signed for at the time of each delivery.

Every effort will be made to provide an efficient, high quality delivery service to each of our customers. The time of delivery shall not be the essence of the contract.

## Food Hygiene Regulations:

Product failure and changes due to the factors outside of our control:

The "Company" (having made every effort to ensure goods supplied by us to our customers are not defective). We cannot accept liability for goods which are defective by reason of any act, omission, or any other breach by any manufacturer and / or supplier to the "company" and / or any other third party whom the "company" has no reasonable control over (save that this condition shall not apply to a liability of the "company" out of which the "company" cannot contract by reason of general law. All our products come with our quality warranty.

## Warranty

We warrant that at the date of delivery, the goods will comply with the warranties implied by the Sale of Goods Act 1979 (as amended) and with the requirements of the Food Safety Act 1990 and all other applicable laws and regulations.

## Claims:

Claims for loss or damage of any goods must be notified to our office within 24 hours of the delivery and confirmed in writing.

## Customer's Orders:

All customer orders are taken in good faith and once placed are binding. We therefore strongly advise all customers to be sure that the product descriptions of goods given on each order are exactly what is required.

For goods required that need a specific order (unlisted or order only items), this will constitute as part of an order which will be released on your next available delivery day. We will always endeavor to source customer's specific requirements for items that we do not stock, but only if our suppliers stock such items.

## Cash Accounts:

Our payment terms are "payment for delivery on receipt of goods" or "payment by BAC's or Bank Card with our office by arrangement" following delivery. Further orders will NOT be processed until the account is settled under the terms of our **Cash Account**, or unless an alternative arrangement has been agreed by our accounts team.

## Credit Accounts:

The "company" in its absolute discretion can refuse any application for a credit account. Our credit terms are "**Payment due by 15<sup>th</sup> of the month following Invoice**". You will receive a monthly statement via email at the beginning of each month and payment is required to us by no later than 15<sup>th</sup> of the month.

## Payments:

New customers are required to pay cash on delivery until the account has been set up and authorized for use. Deliveries may be withheld once an account becomes overdue. If full payment is not made within our agreed terms, collection will be passed to our third-party debt recovery specialists, where a charge of 15% plus VAT will be incurred on the unpaid amount. Additionally, Statutory Interest will also be applied to the unpaid amount at a rate of 4% per annum above the base rate of the Bank of England until paid in full.

## Title:

All goods remain the property of "Wholesome Foodservice Ltd" until they are paid for in full and the "company" reserves the rights to enter the premises in order to reclaim any goods against overdue invoices.

## Preferential Creditor:

If, at any time whilst trading with the "company", the purchaser becomes insolvent, and goods have been taken on credit but have not been paid for, then the title of these goods are to be returned to the "company". If the goods have been sold on or used, so that they are no longer available for return to the "company", then the purchaser hereby agrees that the "company" becomes a preferential creditor and is entitled to full payment of the outstanding account through liquidators or administrators of the purchaser's business before any creditor is paid.

## Prices:

Goods are offered subject to availability only. Our brochure, price lists and any promotions show a non-exhaustive list of items we can offer. Prices are subject to change due to forces beyond our control. As and when we have price increases that need to be passed on to our customers, we will always notify you of such price changes.

## General

We may change or supplement these terms and conditions from time to time and, by continuing to place orders through Wholesome Foodservice Ltd after such changes or supplements have been made, you will be bound by such changes or supplements even if you do not obtain an updated copy of this document.

If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.

If any provision of these terms and conditions is held to be unlawful, invalid, or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

Personal data of customers who are persons or partnerships, and its use.

You expressly agree that we may keep and process data about you as altered from time to time. Data about you may be used by us or our group companies to perform the contract, for credit rating purposes, in connection with monitoring the service provided, for analysis for management purposes, for making statutory returns, for forecasting, and for future marketing and selling.

## Law and Jurisdiction

This agreement shall be governed by and construed in accordance with English law and the Courts of England shall have exclusive jurisdiction to which both parties submit.

**I / WE have read through the above and agree to the Terms and Conditions.  
(No alterations are acceptable).**

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

Signed: \_\_\_\_\_

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Wholesome Foodservice Ltd  
Bank Details:

Banker's Name: **National Westminster**

Address: 56 Churchill Square  
Brighton  
East Sussex  
BN1 2ES

**Account number: 57865108**  
**Sort Code: 60-16-41**