

1. Interpretation

In these Terms:

1.1 the following words and expressions have the following meanings:

'Company' means The Fine Food Company UK Limited (a company registered in England & Wales under no. 04892898);

'Customer' means the person who accepts the Company's quotation for the sale of the Goods or whose order for the Goods is accepted by the Company;

'Goods' means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Terms;

'Contract' means the contract for the sale and purchase of the Goods;

'Principal' means the individual who (when the Customer is a limited company, limited liability partnership or some other entity whose liability to the Company, as the Customer's creditor from time to time, is limited) signs the Contract on behalf of the Customer and as Principal pursuant to these Terms;

'Terms' means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Customer and the Company;

'writing' and any similar expression, includes electronic mail or other forms of electronic communication.

1.2 a reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. Basis of the sale

2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with the Company's quotation (if accepted by the Customer), or the Customer's written or verbal order (if accepted by the Company), subject in either case to these Terms which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2.2 Unless otherwise agreed, these conditions shall govern the sale and supply of the Company's products to the customer and shall override any terms and conditions stipulated, included or referred to by the Customer whether in the order or in correspondence or in any negotiations preceding the formation of the contract made on these conditions between the Company and the Customer for the provision of products ("contract").

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed in writing, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted on entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed in writing.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Orders and specifications

3.1 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of the Goods shall be as set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).

3.3 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of cancellation.

4. Price of the goods

4.1 The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. Prices quoted by the Company in writing are valid for 48 hours only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

4.2 The Company reserves the right, at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, significant increase in the costs of labour or delivery), any change in delivery dates, quantities, or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 Except as otherwise stated in the Company's quotation or in any price list of the Company, and unless otherwise specified by the Company, prices given by the Company are inclusive of delivery to the address for delivery agreed between the Company and the Customer. On occasion, the Company may use a courier to deliver the Goods and whenever delivery is by courier, the Customer shall be liable to pay the full courier charges together with any applicable value added tax thereon unless previously agreed.

4.4 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

5. Terms of payment

Non-account Customers

Clause 5.1 and 5.2 applies to Customers that have not applied for a monthly account or whose application for an account has not been approved by notice in writing from the Company to the Customer

5.1 Subject to any special terms agreed in writing between the Customer and the Company, the Company may invoice the Customer for the price of the Goods and any applicable courier charges on or at any time after delivery of the Goods, unless the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price and any applicable courier charges at any time after the Company has tendered delivery of the Goods

5.2 The Customer shall pay the price of the Goods (without any other deduction) by cash on or before delivery. If the Customer wrongfully fails to take delivery of the Goods, the price of the Goods shall be payable by the Customer in full when the Company tendered delivery of the Goods, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will only be issued on request.

Account Customers

Clause 5.1a and 5.2a are alternative provisions to 5.1 and 5.2 above that apply to Customers that have completed the Company's application for an account and whose application has been approved by notice in writing from the Company to the Customer. By signing an application for credit, the Customer authorises the Company to conduct a confidential check on the Customer's and the Principal's financial responsibility and creditworthiness as well as background and character reference checks.

5.1a Subject to any special terms agreed in writing between the Customer and the Company, the Company may invoice the Customer for the price of the Goods on or at any time after delivery of the Goods, unless the Customer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has tendered delivery of the Goods.

5.2a The Customer shall pay the price of the Goods (without any other deduction) within 14 days of the date after the end of the month during which delivery occurred, unless other payment terms have been agreed or, if the Customer wrongfully failed to take delivery of the Goods, the month in which the Company has tendered delivery of the Goods. The Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods may not have passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will only be issued on request.

5.3 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may cancel the contract or suspend any further deliveries to the Customer;

- appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and

- charge the Customer interest on the amount unpaid, at the rate of 8% per cent per month above the NatWest base lending rate of the Royal Bank of Scotland Plc from time to time, until payment in full is made. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.4 The company also reserves the right to charge necessary administration fees to a Customer account if a Customer has for some reason been stopped a payment.

6. Delivery

6.1 Delivery of the Goods shall be made by the Company delivering the Goods to the Customer's premises (or to such other address as the Company has agreed as the address for delivery). All Goods shall be signed for by the Customer at the time of delivery, unless previously agreed.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract. The Goods may be delivered by the Company in advance of the quoted delivery date on giving reasonable notice to the Customer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 The Customer acknowledges that the Goods may be of a seasonal nature and all Goods are subject to availability.

6.5 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may Charge the Customer for any loss or damage to goods ordered.

7. Risk and title

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Customer until the Company has received payment in full of the price of the Goods.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. The Customer may resell or use the Goods in the ordinary course of its business, but this right shall cease automatically on the occurrence of any of the events referred to in **clause 9.1**.

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company may at any time require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.5 The Customer shall not be entitled to pledge, create a lien over 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 moneys owing by the Customer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

8. Warranty and limitation of liability

8.1 Subject to the following provisions, the Company warrants that the Goods will, at the time of delivery, correspond with their description and be of satisfactory quality.

8.2 The above warranty is given by the Company subject to the following conditions:

- the Customer must check that the quantity, quality, condition and description of Goods delivered correspond with the Contract before signature of the delivery note. Any claims in respect of short deliveries or damage to Goods reasonably visible on inspection must be made to the Company within 24 hours of the time of delivery of the Goods. The Customer must not use but must retain damaged Goods for inspection and collection by the Company or, at the Company's request, return the Goods to the Company's place of business (at the Company's cost). The Company shall have no liability for claims for damage to Goods

reasonably apparent on inspection at the time of delivery or for short delivery unless the Customer has complied with the foregoing provisions of this clause 8.2(a) and if, in relation to Goods that the Customer claims are damaged, it is subsequently determined that such Goods were not damaged or that any damage was not caused as a result of any action or omission of the Company, then the Company may charge the Customer for the costs involved in the return and inspection of such Goods;

- the Company shall have no liability in respect of any latent defect in the Goods arising after any "Best before" or "Use by" date appearing on the packaging of such Goods. Without prejudice to the foregoing, any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with description shall, where the defect or failure was not apparent by inspection on delivery, be notified to the Company in writing within a reasonable time after discovery of the defect or failure and the provisions relating to retention and inspection by the Company of damaged Goods shall apply. If the Customer fails to notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

- the Company shall have no liability in respect of any defect in the Goods caused by abnormal conditions of storage, treatment or handling or any failure to follow the Company's oral or written instructions or (if there are none) good trade practice or any negligence or wrongful act on the part of the Customer or its employees or agents.

- for any loss of profit, loss of sale, loss of goodwill, loss of reputation; loss of customers and any other similar indirect or consequential losses caused by the Company's negligence or other wrongful act on the Company's part or that of its employees or agents or otherwise.

8.3 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to correspond with description is notified to the Company in accordance with these Terms, the Company may refund to the Customer the price of the Goods (or a proportionate part of the price), in which case the Company shall have no further liability to the Customer.

8.5 Nothing in these Terms shall exclude or limit the liability of the Company for death or personal injury caused by the Company's proven negligence or for fraud or fraudulent misrepresentation. Without prejudice to the foregoing, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the sale or supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

8.6 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control ("Force Majeure Event"). Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, act of terrorism, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); closure of motorways or other roads, unusually severe weather conditions or unusually severe traffic congestion; power failure or breakdown in vehicles or machinery.

The Company reserves the right to defer the date of delivery or reduce the volume of Goods ordered by the Customer or to cancel the Contract without liability to the Customer if it is prevented from or delayed in the carrying out of its obligations under the Contract due to a Force Majeure Event.

9 Insolvency of Customer

9.1 This clause 9 applies if:

- the Customer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or
- an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- the Customer ceases, or threatens to cease, to carry on business; or
- the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

- GDPR** : Requests for access to Personal Information / Requests to be Forgotten. We are happy to provide you with details of the Personal Information, which we process about you. Please direct any such request to accounts@finefoodco.co.uk. If you wish us to "forget you," please let us know and we will delete your Personal Information (save to the extent we are required to retain any of the Personal Information by law). To protect our Customers' Personal Information, we follow a strict storage and disclosure procedure, which means that we will require proof of identity from you, prior to disclosing or forgetting such personal information. Please direct any such request to accounts@finefoodco.co.uk or by post to the Data Privacy Officer, The Fine Food Company UK Ltd, 20 Bennetts Field Trading Estate, Wincanton Somerset BA9 9DT. We will not share any data with any third party unless it is necessary to maintain your account or to recover any debt owed.

9.2 If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9.3 The Company reserves the right to pursue all overdue invoices by way of a County Court Claim, passing the debt to a legal representative or by any other appropriate means without prior reference to the debtor.

10 Principal's obligations

This clause applies when the Customer is a limited company or a limited liability partnership or some other entity whose liability to its creditors is limited. In such cases, an individual director (in the case of a limited company) or an individual member (in the case of a limited liability partnership) or some other duly authorised individual shall sign the Contract on behalf of the Customer and as Principal pursuant to these Terms.

10.1 In consideration of the Company entering into the Contract with the Customer at the request of the Principal, the Principal:

- hereby irrevocably guarantees the performance of all the obligations of the Customer under the Contract; and
- shall ensure that the Customer will duly observe and perform all the obligations on the part of the Customer under the Contract and all other agreements made between the Customer and the Company.

10.2 The Principal agrees that its obligations under this clause 10 shall be unconditional and that the Principal shall be fully liable whether or not:

- any action has been taken to enforce the obligations of the Customer or any judgement has been obtained against the Customer; or
- there have been any dealings or transactions between the Customer and Company; or
- the Customer is insolvent or dissolved or liquidated; or
- there has been a change in the control or ownership of the Customer; or
- any other circumstances have occurred which otherwise might constitute a legal or equitable discharge of a guarantor.

For the avoidance of doubt, the liability of the Principal under these Terms shall not in any way be affected or impaired by the Company giving time or showing any indulgence whatsoever to the Customer and the Principal hereby expressly waives notice of all or any default of the Customer.

10.3 The Principal agrees with Company to observe and perform as primary obligor all the obligations on the part of the Customer to be observed and performed under the terms of the Contract including, in particular, the Customer's obligations regarding payment to the Company of the price for the Goods and any applicable interest.

10.4 If there are two or more individuals as Principal, all obligations on the part of the Principal in these Terms shall be deemed to be joint and several obligations. If there is a change in Principal or Proprietor the Company must be notified in writing, otherwise all liabilities will remain with the original authorised signatory.

11 General

11.1 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business (or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice).

11.2 Any failure or delay on the part of the Company in enforcing any provision of the Contract shall not be construed as a waiver of any of the Company's rights under the Contract. Any waiver by the Company of any breach of the Contract by the Customer shall not be considered as a waiver of any subsequent breach of the same or any other provision and shall in no way affect the other terms of the Contract.

11.3 If any provision of the Contract is held by a court, tribunal or other administrative body of competent jurisdiction to be (in whole or in part) illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

11.4 The Company may assign its rights and obligations under the Contract (or any part of it) to any person, firm or company. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

11.5 The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

11.6 If the Customer is a partnership the liability of the individual partners to the Company shall be joint and several.

11.8 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.