

FOREST
PRODUCE

specialist ingredients for chefs...



FOREST PRODUCE LTD DETAILS

Forest Produce Ltd, 7B King Place, Hitchcocks Business Park, Uffculme, Devon, EX15 3FH

Telephone: 01884 849274

Email: creditcontrol@forestproduce.com

Please read and sign the attached Account Information Form as acceptance of our Credit Terms and Terms of Business.

If you require any further support with regard to your account please call or email the office.

We expect our customers to adhere to the terms of their credit agreement with us, and in return we will provide a quality professional service. However, we understand that occasionally unforeseen circumstances may affect your ability to do this. If this happens please contact us immediately to discuss your account, as this will enable us to work together towards a mutually achievable solution.

CREDIT APPLICATION FORM

LTD Company Name:	
Business Trading Name:	

PARTNERSHIPS AND SOLE TRADERS ONLY:	
1 st Partner/Owner Name:	
Home Address:	
Postcode:	
2 nd Partner/Owner Name:	
Home Address:	
Postcode:	
<i>If more than two partners, please provide details separately</i>	

LIMITED COMPANIES ONLY:	
Registered Office Address:	
Postcode:	
Company Reg No:	

DELIVERY ADDRESS:	
Address:	
City:	
Postcode:	

CONTACT INFORMATION:	
Reception Telephone Number:	
Kitchen Telephone Number:	
Email for – Daily Despatch Note, ETA's & Invoices	
Email for – Proof of Deliveries:	

ACCOUNTS DEPARTMENT DETAILS:	
Contact Name:	
Telephone Number:	
Email for – Invoices & Statements:	

PREFERRED PAYMENT TYPE:	
Bacs or Direct Debit:	
Weekly or Monthly:	

COMPANY DIRECTORS / PARTNERS / OWNERS DETAILS:			
Full Name:	Home Address:	Tel Number & Email Address:	D.O.B
Full Name:	Home Address:	Tel Number & Email Address:	D.O.B
Full Name:	Home Address:	Tel Number & Email Address:	D.O.B

OPTIONAL—HOWEVER THIS WOULD SUPPORT YOUR REQUEST FOR CREDIT TERMS

Personal Guarantee – To be signed by all director(s) of a limited company or member(s) of an LLP only

1.1 In consideration of Forest Produce Limited providing supplies of goods to the Company/LLP (the “Company/LLP”) referred to in the section labelled “Your Details” above, I/we the undersigned being director(s)/member(s) of the Company/LLP hereby guarantee the due and punctual payment of all invoices (including VAT and interest lawfully due) charged by Forest Produce Limited to the Company/LLP for goods supplied by Forest Produce Limited (**Guaranteed Obligations**).

1.2 The guarantee is a continuing guarantee which shall remain in force and effect until all Guaranteed Obligations have been satisfied or performed in full, notwithstanding any intermediate satisfaction or performance of the Guaranteed Obligations by the Company/LLP, or me/us or any other person.

1.3 My/our Liability to Forest Produce Limited under this guarantee shall not be reduced, discharged or otherwise adversely affected by any act, omission, matter or thing which would have discharged or affected my/our liability had I/we been a principal obligor(s) instead of a guarantor, or indemnifier, or by anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge me/we or otherwise reduce or extinguish my/our liability under this guarantee.

1.4 I/we, as principal obligor(s) and as a separate and independent obligation and liability from my/our obligations and liabilities under clause 1.1, agree to indemnify, and keep indemnified, Forest Produce Limited in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by Forest Produce Limited that arise out of, or in connection with, the Guaranteed Obligations not being recoverable for any reason or any failure of the Company/LLP to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

1.5 I/we waive any right I/we may have to require Forest Produce Limited (or any trustee or agent) to proceed against or enforce any other right or claim for payment against any person before claiming from me under this guarantee.

1.6 This guarantee is in addition to and shall not affect nor be affected by or merge with any other judgement, security, right or remedy obtained or held by Forest Produce Limited from time to time in respect of the discharge and performance of the Guaranteed Obligations by the Company/LLP.

1.7 The obligations under this guarantee and indemnity are on a joint and several basis.

BY SIGNING BELOW, YOU ARE ENTERING INTO A GUARANTEE UNDER WHICH YOU MAY BECOME LIABLE INSTEAD OF OR AS WELL AS THE COMPANY/LLP. YOU MAY WISH TO SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE.

I/We hereby agree to provide in my/our own personal capacity the guarantee and indemnity set out in clauses 1.1 to 1.7 above.

Name:	Position:	Signature:	Date:
Name:	Position:	Signature:	Date:
Name:	Position:	Signature:	Date:

TRADE REFERENCE

Supplier Name:	
Contact Name:	
Address:	
Telephone Number:	
Email Address:	

Supplier Name:	
Contact Name:	
Address:	
Telephone Number:	
Email Address:	

CREDIT TERMS

Our credit terms are strictly 10 days net monthly, which means that all invoices dated during that period (calendar month), will be due for payment on or before the 10th day of the following month.

By signing below you are accepting our credit terms and Terms of Business, authorising us to take up trade references and make searches with a credit reference agency, which will keep a record of those searches. We may also make enquiries about the principal directors with a credit reference agency.

(Signature(s) must be Owner/Proprietor/All Partners or Director if LTD company)

Name:	Position:	Signature:	Date:
Name:	Position:	Signature:	Date:
Name:	Position:	Signature:	Date:
Name:	Position:	Signature:	Date:

CREDIT ACCOUNT TERMS AND CONDITIONS

1. Your credit terms are 10 days net monthly. All invoices are due for payment by the 10th day of the month following the invoice date.
2. If for any reason your payment does not reach us by the due date, and you have not arranged for an extension of your credit facility, your credit agreement will be suspended and any orders placed will be sent on a pre payment basis.
3. If payment is still not received within a further 14 days, your account will be put on stop and no further deliveries will be made until the account is brought back within agreed terms.
4. If the account remains outside the terms of agreement, and no alternative credit arrangement has been agreed with us, we reserve the right to refer the account to a debt collection agency. In these circumstances all charges, legal fees and interest incurred will be the responsibility of the customer and will be legally enforced.
5. We reserve the right to withdraw your credit facility at any time should we have reasonable cause to do so.
6. Payment can be made by bacs or card. Please be aware that credit card payments are subject to a 3% surcharge.
7. Payments should be accompanied by a remittance advice.
8. Any shortages, damages or other problems with deliveries must be notified to us within 24 hours of delivery.
9. All goods must be signed for on receipt.

TERMS AND CONDITIONS OF SALE

1. All goods offered by Forest Produce Ltd are subject to availability.
2. Forest Produce Ltd reserves the right to alter prices, stock and services without notification subject to market fluctuations and variations in relevant exchange rates. However, Forest Produce Ltd will endeavour to advise its customers of any changes where possible.
3. All goods must be signed for on receipt.
4. All claims for shortages or damage must be notified to Forest Produce Ltd within 24 hours of delivery.
5. All goods must be paid for in cash on delivery, except where an account facility has been approved.
6. Risk in the goods passes to the buyer on delivery, but title remains vested in Forest Produce Ltd so long as any sum due to the company for whatever reason remains unpaid. The buyer agrees that Forest Produce, in seeking to exercise its rights under this clause, May at any time enter the premises and remove the goods subject of this title.
7. Forest Produce Ltd requires payment within agreed credit terms (see above).
8. Forest Produce Ltd reserves the right to pursue all overdue invoices by whatever legal means deemed necessary, or by passing the debts to a Credit protection agency, or by any other appropriate means without prior reference to the debtor. Any costs incurred will be passed on to the customer involved