

The London Meat Company

Terms & Conditions of Sale

1 Definitions

"Buyer" means the person, firm, company or organisation who buys the Goods from the Seller

"Conditions" means the terms and conditions of sale set out in this document together with any special terms and conditions agreed in writing by the parties

"Contract" means any contract between the Seller and the Buyer for the sale and purchase of goods arising from any order placed with the

Seller by the Buyer

"Goods" means those goods the subject of any contract between the

Seller and the Buyer

"Seller" means The London Meat Company Ltd

2 General

2.1 These Conditions shall govern the Contract and no other terms which may appear on any document issued by the Buyer shall bind the Seller unless expressly agreed in writing by the Seller.

2.2 No agent of the Seller has authority to vary the Conditions and/or to make or give any representations or warranty in relation to the Goods.

2.3 The Seller reserves the right to review the Conditions at any time. If, following any such review, there is any change to the Conditions then such change shall take effect from the date on which the Seller notifies the Buyer of such change. The Buyer shall be under no obligation to accept such changes but shall be deemed to have accepted them if he accepts a supply of Goods from the Seller after the Seller's notification of a change to the Conditions.

2.4 Any dispute regarding the Conditions and/or any Contract to which they relate shall be determined by the Courts of England and Wales.

2.5 If any provision of the Conditions shall be declared invalid, void, illegal or unenforceable by any authority of competent jurisdiction the validity, existence, legality and enforceability of the remaining provisions of the Conditions shall not be affected, prejudiced or impaired by such determination.

3 Prices

3.1 The price of any Goods shall accord with the Seller's price list for goods of that description at the time of the Seller's quotation for the Goods and will (unless otherwise confirmed in writing) include the cost of all packaging, insurance, transportation and delivery costs.

3.2 Prices are (unless otherwise stated) quoted net of all taxes (including VAT) and levies which are or may from time to time be levied by any government, statutory or local authority upon a sale of the Goods and such additions (if any) shall be charged at the rates prevailing at the date of delivery or invoice as the case may be.

3.3 In the event of the Seller incurring any increase in packaging, insurance or transportation costs which are beyond its control after submission of its quotation or sales confirmation form the Seller reserves the right, upon giving written notification to the Buyer, to increase its price and such increased price shall thereupon be payable by the Buyer in respect of the Goods already ordered by the Buyer.

3.4 Prices are subject to alteration without prior notice. Unless the Seller has quoted a net price or a fixed price contract has been agreed between the Seller and the Buyer, the price charged will be that included in the Seller's price list, valid at the date of acceptance of order, less any discount confirmed by the Seller to the Buyer in writing.

3.5 The Buyer shall check the Seller's invoice upon receipt and inform the Seller within 7 days of the receipt of any Goods, of any dispute with regard to the price of the Goods. In default the Buyer shall have no right to dispute the price.

4 Delivery

4.1 Delivery of the Goods shall take place when either :

4.1.1 The Buyer takes possession of the Goods at the Buyer's nominated address (in the event that the Goods are delivered by the Seller or the Seller's nominated carrier): or

4.1.2 The Buyer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Buyer's Agent: or

4.1.3 The Goods are delivered to a third party nominated by the Buyer and that third party takes possession of the Goods.

4.2 The costs of delivery are normally included in the price unless the Contract provides otherwise.

4.3 In the event of the Buyer placing a Contract with the Seller with a value of less than £65 then the Seller may at its own discretion either :-

1) Refuse or cancel that Contract or

2) Charge the Buyer a minimum delivery charge of £25 in respect of that Contract.

4.4 The Buyer shall make all necessary arrangements to receive the Goods whenever they are tendered for delivery and in the event that the Buyer or its nominated carrier or third party are unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for re-delivery.

5 Acceptance of the Goods

5.1 The Buyer shall be deemed to have accepted the Goods after delivery to the Buyer (or in accordance with clauses 4.1.2 or 4.1.3 as appropriate).

5.2 Following acceptance the Buyer shall not be entitled to reject the Goods which do not accord with the Contract save as provided by clause 8.

6 Return of Goods

6.1 The Seller will not accept the return of the Goods from the Buyer unless:

6.1.1 The Seller has agreed to accept a return of the Goods in writing.

6.1.2 The Buyer pays an agreed handling charge (unless the Goods were defective upon delivery and rejected by the Buyer then) and the Goods are as fit for sale on their return to the Seller as they were at the time of delivery to the Buyer.

7 Specification and Origin

7.1 The Seller will supply the Goods to the Buyer's specification and it is the Buyer's responsibility to ensure that the specifications given to the Seller are accurate and reflect the purpose for which the Buyer requires the Goods.

7.2 The Goods are supplied as described on the packaging of the Goods and the Seller shall not be responsible for any claims made by the Buyer in relation to the Good's origin.

8 Defects

8.1 The Buyer shall inspect the Goods (both fresh and frozen) on delivery and shall within 24 hours of delivery notify the Seller of any alleged defects, shortage in quantity, damage or failure to comply with specification or quotation. The Buyer shall afford the Seller the opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods to be defective in any way. In default of compliance with such notification and/or opportunity to inspect the parties agree that the Goods shall be regarded as free from defect or damage upon delivery.

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8.2 In the event that the Seller shall agree that the Goods were defective upon delivery then the Seller's liability to the Buyer shall be limited to replacing the Goods with goods of similar specification provided that :

1 The Buyer has complied with the provisions of clause 8.1 and

2 The Goods have been stored appropriately for their nature and condition; and

3 The Goods are returned in the condition in which they were delivered (so far as is reasonably possible); and

4 The Goods have not been thawed, tampered with or used in part.

9. Risk and Title

9.1 The Goods shall be at the Buyer's risk from delivery (as defined by clause 4.1)

9.2 Title and property in the Goods shall remain vested in the Seller until the Buyer has discharged:

1 The total invoice price for the Goods (and any related charges).

2 Any outstanding amounts due from the Buyer to the Seller in relation to any Goods supplied to the Buyer.

9.3 Until such time as title to the Goods shall pass to the Buyer the Buyer shall hold them as bailee for the Seller clearly identifying them as remaining the property of the Seller, storing them separately from other goods in the possession or control of the Buyer and upon a request by the Seller returning them to the Seller forthwith (at the Buyer's cost).

10. Warranty

The Seller warrants that the Goods supplied by it will be of merchantable quality

11. Cancellation

11.1 If the Buyer cancels the Contract for any reason, the Buyer shall pay the Seller for the Goods (whether they are ready or unready for delivery) the Seller may then hold (or which the Seller is committed to acquire) for the Contract unless the Seller otherwise agrees in writing.

11.2 The Seller may suspend or cancel the Contract, by written notice to the Buyer if:

i. The Buyer fails to pay the Seller any monies when due (pursuant to a Contract); or

ii. The Buyer (or any of the Buyer's property) becomes the subject of

i. Any application or any proposal for any formal insolvency procedure; or

ii. Any formal insolvency procedure examples of which include receivership, liquidation, administration, voluntary arrangements or bankruptcy or

iii. The Buyer fails to comply with its obligations under these Conditions.

12. Payment terms

12.1 Payment shall be due 28 days after the end of the month of delivery unless otherwise agreed in writing.

12.2 All payments due shall be made in full without any deduction by way of set off, counter claim, discount for payment or otherwise.

12.3 The time of payment is of the essence. If payment is not made in full on the due date then :

1 The Seller may suspend or cancel future deliveries of Goods.

2 The Seller may cancel any discount offered to the Buyer.

3 The Buyer shall pay interest at the rate of 8% above the National Westminster base rate from time to time in force from the due date of payment until the actual date of payment.

4 The Seller may withdraw credit or reduce the limit of an approved credit account or bring forward the due date of payment at any time without prior notice.

5 Whilst the Buyer owes money to the Seller the Seller shall

6 The Buyer shall indemnify the Seller in full and hold the Seller harmless from all expenses and liabilities the Seller may incur (directly or indirectly including reasonable legal costs) following any breach of the Buyer's obligations under these Conditions.

7 In the event of the Buyer becoming the subject of any formal insolvency procedures (as defined at clause 11.2.ii) the Seller shall be entitled to withhold any amount due to the Buyer for rebates in respect of Goods supplied.

13. Force Majeure

In the event that the delivery of the Goods shall be delayed and/or prevented due to war, government or parliamentary restrictions, strike, lock-outs, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of the Goods, breakdown of machinery, shortage of labour or of raw materials or Act of God or due to any other cause whatsoever beyond the Seller's reasonable control, the Seller shall be at liberty to cancel or suspend the Contract without incurring any liability for any loss or damage arising therefrom.

14. Data Protection Act 1988

The Buyer authorises the Seller to:

- a.
 - i. Collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer, and
 - ii. To disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Buyer on publicly accessible credit reporting databases.
- b. The Seller may also use information about the Buyer to monitor and analyse its business. In this connection the Buyer authorises the Seller to disclose personal information to agents or third parties engaged by the Seller.
- c. The Buyer consents to the transfer of information outside of the European Economic Area for the purposes listed above.
- d. Where the Buyer is an individual the authorities under clause 1 are authorities or consents for the purposes of the Data Protection Act 1998
- e. The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.

15. Third Party Rights Act

No one other than the Buyer shall have any rights under or in connection with these Conditions or a Contract under the Contracts (Right of Third Parties) Act 1999.

I confirm acceptance of the above terms on behalf of.....(name of Buyer).

I am duly authorised to sign on the Buyer's behalf.

.....
Signature

Name..... Dated

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