



Terms & Conditions

1. In these terms and conditions, the following meanings, “the Company” shall mean Northumbrian Fine Foods or any subsidiary or associate thereof, “the Customer” shall mean the person, firm or company offering to purchase goods from the company, “the Goods” shall mean the biscuits, cakes and other food products, the subject matter of the contract between the Company and the Customer.
2. All business undertaken by the Company is undertaken on the terms and condition herein contained and any variation there to will only be binding on the parties hereto if such variation is in writing and signed by an authorized representative on behalf of the company. An order placed by any customer is deemed to be upon the conditions herein contained.
3. The Customer is at liberty to place an order with the Company for the purchase of the Goods and such order will be deemed for all purposes to be an offer to purchase the Goods. The Company shall be entitled at any time to accept or reject all or part only of such offer for any reason whatsoever and it shall not be bound to give the customer any reason for so doing. The Company is deemed to have accepted such offer or part only thereof when it delivers the Goods in accordance with such offer or part thereof to the Customer.
4. The Company shall deliver the Goods to the customer at the entrance to his premises or warehouse and shall not distribute them within the premises or warehouse. The company shall not be bound to deliver the Goods to different delivery points in respect of any one Customer.
5. The property in the goods shall remain in the Company until the Company has received payment in full for the goods.
6. If in the meantime the Customer (who shall in such case act on his own account and not as agent of the Company) shall sell or otherwise dispose of the goods, the Customer shall hold all moneys received from such sale or other disposition in trust for the Company and at the request of the Company shall furnish the Company with the names and addresses of persons to whom such disposals have been made and all appropriate particulars there to so as to enable the Company to recover direct from such persons sums owing by them.
7. So long as the property in the goods shall remain in the Company the Customer shall hold the goods as bailee for the Company and store the food so as to clearly show them as to be the property of the Company.
8. The Company shall have the right, without prejudice to the obligations of the Customer, to purchase the goods, to retake possession of the goods (and for that purpose to go on to any premises occupied by the Customer).

9. Nothing in this clause shall confer any right on the Customer to return the goods. The Company may maintain an action for the price notwithstanding that property in the goods shall not have vested in the Customer.
10. Notwithstanding the provisions of (a) above the risk shall pass on delivery of the goods to the Customer's premises.
11. The Company shall deliver to the Customer at the time of delivery of the Goods or as soon as possible thereafter an invoice stating type and quantity of Goods contained in the delivery and the price (list price at the time of delivery less appropriate discount) that the Customer is to pay therefor.
12. The Customer shall pay the Company at the time of delivery of the invoice referred to in Clause 6 or within agreed credit terms the full amount as specified in the said invoice without any deductions by reason of any right of set off for any other reason whatsoever.
13. Where queries on accounts arise, such queries must be communicated in writing to the Company within 7 days of receipt of relevant documentation otherwise no liability will be accepted by the Company.
14. The Company reserves the right to withhold any goods from the Customer where the Customer sells goods to any person at a price that is less than the net invoice price including Value Added Tax payable by the Customer to the Company and who fails to give to the Company an acceptable undertaking to discontinue so selling.
15. If any representative of the Company quotes a time for delivery of the goods to the Customer such time shall be an estimate only and shall not be deemed to form part of any contract between the Company and the Customer and the Company shall not be liable for the direct or indirect consequences of any delay.
16. In certain circumstances the Company may if it thinks fit agree in writing with the Customer that it shall take some back or all of the Goods delivered to the customer. In such circumstances the Company may in its absolute discretion credit the Customer with an allowance for the Goods returned. However, if the Company agrees to take back the Goods in accordance with this clause the Customer shall be liable for the safe delivery of the Goods to the Company's premises, unless collected by the Company.
17. In some cases, the Company may deliver the Goods to the customer on pallets. At all times the ownership of the said pallets shall belong to the Company and that the Customer agrees that it will indemnify the Company against any damage, theft, or loss thereto. The Customer also agrees that it shall return all such pallets to the Company immediately upon the delivery of the goods otherwise the charge shown on the invoice shall apply.
18. The Company will not accept the return of tins, cartons, boxes and cases other than the pallets as provided in Clause 12 hereof.

19. Any representation made by the Company as to the weight of the goods supplied to the Customer shall be an approximate weight only and shall not be deemed to be a condition of warranty of the contract.
20. The company shall be entitled to charge the Customer with an amount equal to all costs and expenses (whether incurred pursuant to the issue of legal proceedings or not) incurred by the company in any way connected with the collection of moneys due to the Company from the Customer which have not been paid within the time limit contained in Clause 7 thereof. The amount of such costs and expenses will be submitted to the Customer by a statement and thereupon such costs and expenses shall immediately become due to the Company.
21. The contractual rights which the Customer enjoys by virtue of sections 12, 14 and 15 of the sale of Goods Act, 1893 (as amended) are in no way prejudiced by anything contained in these Terms and Conditions save (if the customer is not dealing as a consumer or in the case of an international sale of goods) to the extent permitted by law.
22. The Company reserves the right to make a charge at the rate of not more than £10 per hour to the Customer in the event of the delivery of goods during normal working hours being refused or delayed beyond one hour by the Customer.
23. A waiver by the Company of any of the foregoing conditions shall not constitute a general waiver of such conditions.