

Customer Details *(or limited company details if applicable)*

Trading Name	<input type="text"/>
Trading Address	<input type="text"/>
Postcode	<input type="text"/>
Telephone Number	<input type="text"/>
Order contact name	<input type="text"/>
Email	<input type="text"/>
Company Registration No.	<input type="text"/>
Year Incorporated	<input type="text"/>

Director / Proprietor / Partner details *(if not a registered company)*

Name	<input type="text"/>	Name	<input type="text"/>
Home Address	<input type="text"/>	Home Address	<input type="text"/>
Postcode	<input type="text"/>	Postcode	<input type="text"/>
Tel. Number	<input type="text"/>	Tel. Number	<input type="text"/>

Marketing

Tick if you would **not** like to receive offers and updates by:

☐ email

☐ sms

By providing us with this information, you allow us to use your Personal Data to send you marketing information from us. We will not share this information outside of our organization and you always have the right to ask us to stop these types of communications. Your Personal Data will not be used in any other way that we do not have your permission for.

Contact for Payments and Statements

Name	<input type="text"/>
Tel. Number	<input type="text"/>
Email	<input type="text"/>

To assist our customers, we email copy invoices, credit notes and statements. Please provide the email addresses as follows:

Email copy invoices to	<input type="text"/>
Email copy credits to	<input type="text"/>
Email copy statements to	<input type="text"/>

Delivery Address Only complete if different to the information on page 1

Customer name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>
Phone number	<input type="text"/>

Site Information & Restrictions

Are there any restrictions or obstacles that block access to your site?			YES <input type="checkbox"/> / NO <input type="checkbox"/>
Are there any keys or codes required to gain access to your site?			YES <input type="checkbox"/> / NO <input type="checkbox"/>
Any other issues we should be aware of such as slopes, stairs or slippery surfaces?			YES <input type="checkbox"/> / NO <input type="checkbox"/>
Do you have any specific requirements as to where goods should be left once delivered?			YES <input type="checkbox"/> / NO <input type="checkbox"/>
If yes to any above, please provide details:	<input type="text"/>		
Other information:	<input type="text"/>		
What is the EARLIEST time you are able to accept deliveries?	:	AM	<small>Additional information</small> <input type="text"/>
What is the LATEST time you are able to accept deliveries?	:	PM	<small>Additional information</small> <input type="text"/>

Payment

Expected Monthly sales

Credit Limit Requested
(monthly value)

Our preferred method of settlement is by Direct Debit, and the relevant assurances that it gives you. Please fill in the separate Direct Debit form and we will collect payment on the agreed date, if this is your preferred payment method.

Direct Debit completed? YES ☐ / NO ☐

Credit Terms *tick one*

☐ Cash On Delivery ☐ 7 DAY ☐ 14TH MONTH FOLLOWING

Placing your order

Contact Name

Email address for online login/ordering

I would like someone to call me to take my order YES ☐ / NO ☐

What time would you like to be called?

Notifications & Order tracking

Enable order tracking YES ☐ / NO ☐

Email to send order acknowledgements to:

Copy email for acknowledgements (optional)

Despatch notification email
(the link to tracking your order)

YES ☐ / NO ☐

Post-delivery notification
(including any post delivery order adjustments)

YES ☐ / NO ☐

Check List:	Date Completed	By
Account set up		
Online login		
Telesales set up		
Routing set up		
Order tracking & notifications set up		
Admin set up		

These terms and conditions (“**Conditions**”) explain how we, Savona Foodservice Ltd (“**Savona**”), supply goods to you, our customers. Before you place an order, please read these Conditions. Our current Conditions are available on our website at [<https://www.savonafoodservice.co.uk/policies-terms/>]. You will be bound by these Conditions when you make an order with Savona.

1 How do these Conditions work and how is an order accepted?

These Conditions, together with each order, form a contract between you and Savona (the “**Contract**”). These Conditions override any previously issued terms and conditions, and no terms or conditions in any other document form part of the Contract. These Conditions can only be varied if we both sign a written variation.

Each order by you is an offer to purchase goods subject to these Conditions. If we are unable to accept an order, we will notify you as soon as we can. We may accept or reject an order at our discretion. Your order will not be accepted, and we will have no binding obligation to supply any goods, until we either notify you in writing that we accept, or we dispatch the goods (whichever is earlier).

2 How is the price fixed and what are the payment terms?

The price of goods will be stated on the invoice and is fixed on the day that we accept the order. Any goods subject to VAT are quoted exclusive of VAT (VAT number GB 194 3162 58).

We shall invoice you for the goods when they are delivered. If the goods are delivered in part, you will only be invoiced for the goods that have been delivered. All invoices must be paid in full, without deduction, in cleared funds to the bank account nominated by Savona.

If you have a credit account, you must pay all invoices in accordance with your credit terms. Savona may vary your credit limits from time to time at its absolute discretion. If you exceed your credit limit (if any) or fail to make payment in accordance with these Conditions, Savona may suspend or terminate your credit account and interest shall apply to the order as below.

If you do not have a credit account, all invoices must be paid on or prior to delivery. If you wish to have a credit account, you must notify us in writing. We will then carry out a credit check on you and set a credit limit.

Where sums due under these Conditions are not paid in full by the due date, we may, without limiting its other rights, charge interest on those sums at 5% a month above the applicable Bank of England base rate. Interest will accrue daily and apply from the due date for payment until the full payment amount is cleared.

3 What are the delivery terms?

The goods are deemed delivered when the goods have been fully unloaded at the location set out in the order. Savona may deliver the goods in instalments. If you fail to accept delivery of the goods at the location specified, you will be liable to pay all costs and expenses that Savona incurs as a result.

Any delay or defect in an instalment of an order does not entitle you to cancel any other instalment of the order. While we will do our best to meet the delivery date(s) specified in the order, such dates are indicative only.

You must check the goods delivered in the order in the presence of the driver. Claims for shortages or damage must be dealt with at the time of delivery with the driver. You must notify any claims to us on the day of delivery. We cannot accept any claims if this procedure is not complied with.

4 When does ownership of the goods transfer?

Risk of the goods shall remain with Savona until such time as the goods have been delivered in accordance with the above delivery section 3.

Title to the goods shall remain with Savona until the relevant invoice for the goods has been paid in accordance with the above payment section 2.

If, at any time before title to the goods has passed to you, we reasonably believe that you are likely to suffer an Insolvency Event, we may: a) require you, at your expense, to redeliver the goods to us; and b) if you fail to do so promptly, enter any premises where the goods are stored and repossess them.

5 What happens if the quality of the goods is unsatisfactory?

We warrant that the goods we offer for sale are of the nature, substance and quality described, and are of satisfactory quality within the meaning of the Sale of Goods Act 1979 (the “Act”).

As your sole and exclusive remedy, we will, at our option, replace, or refund any goods that do not comply with the Act, provided that you: (1) inform the driver at the time of delivery if the defect is visible from your inspection, or in the case of non-visible defects, inform Savona within three days from the date on which you became aware (or should reasonably have become aware) of the defect; (2) give Savona sufficient information regarding the defects and a reasonable opportunity to examine the defective goods; and (3) facilitate our timely collection of goods.

These Conditions will apply to any goods that are replaced, with effect from the date of delivery of the replaced goods.

We will not be liable for any goods that fail to comply with our warranty under this section where: (1) you make any further use of such goods after giving a notice of such defect; (2) the defect arises because you failed to follow instructions (either from Savona or as set out on the goods) regarding storage of the goods or (if there are none) good practice; or (3) such failure has a cause that could be expected to arise from normal use of the goods.

Except as set out in this section 5, we will have no liability to you in respect of the goods’ failure to comply with this section, or otherwise under this Contract, and all warranties and conditions (including the conditions implied by ss13-15 of the Act), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

6 What are the liability terms?

Whilst every care has been taken to ensure that nutritional, allergenic and dietary information is correct, this data has been supplied by the respective brand owners and we are not responsible for the accuracy or completeness of this data. The information is provided in good faith but is for general information purposes only. To ensure that you have the most up-to-date information, please check the product label on delivery and contact the relevant brand owner with any queries or for further information.

Neither we nor you shall have any liability under or be deemed to be in breach of the Contract if either of us cannot perform our obligations because of an event beyond our reasonable control (a “**Force Majeure event**”). If a party cannot perform the Contract because of a Force Majeure event, they must promptly notify the other party in writing.

Subject to the paragraph below, Savona's total liability is as set out in section 5. We shall not be liable to you for any of the following (whether direct or indirect): (1) loss of profit; (2) loss of revenue; (3) loss of business or business opportunity; (4) any indirect or consequential loss arising under or in connection with the Contract; (5) harm to reputation or loss of goodwill; and/or (6) wasted expenditure.

This Contract does not limit our or your liability for of any losses which cannot be excluded or limited by English Law.

7 How can the Contract be terminated?

The Contract will terminate following the completion of each order and payment of the relevant invoices.

We may suspend supply, or delivery, or terminate the Contract at any time by notifying you in writing if your financial position deteriorates to such an extent that, in our opinion, you will be unable to adequately fulfil your obligations under the Contract (an "Insolvency Event").

If you become aware that an Insolvency Event has occurred, you must immediately notify Savona in writing.

Termination or expiry of the Contract shall not affect any rights we have accrued up to the date of termination. Upon termination of any Contract, you must immediately make any payments you owe to us (even if they are not yet due for payment) and we will be under no further obligation to supply goods to you.

8 Is there any other small print I should be aware of?

Notice: You must send any notice under these Conditions in writing, signed (except for notices sent by email), to the address that we give you.

Entire agreement: The Contract makes up the entire agreement between us and you and supersedes all previous spoken or written agreements, understandings and arrangements between us both. Neither we or you have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract. Nothing in these Conditions limits or excludes any liability for fraud.

Variation: No variation of the Contract is valid or effective unless it is in writing, refers to the Contract and these Conditions and is correctly signed by, or on behalf of, each party.

Costs: You shall pay your own costs and expenses incurred in connection with the negotiation, preparation, signature, and performance of the Contract (and any documents referred to in it).

Third party rights: Except as expressly provided below, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. Any affiliate of Savona shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

Governing law and Jurisdiction: The Contract, and any dispute or claim arising in connection with it, shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in connection with the Contract (including non-contractual disputes or claims).

Authority: By placing an order, I confirm that I have authority to do so, and accept these Conditions on behalf of the Customer. The customer shall reimburse Savona on demand for any loss, liability or expense of any nature whatsoever incurred or suffered by Savona arising from any breach of these Conditions.

Any order placed with The Company will be taken by The Company as an acceptance of the above Terms and Conditions by the buyer.

- I certify that I have read the above terms and conditions and my signature confirms that I accept them on behalf of the applicant(s) and that I am authorised to sign for and on behalf of the applicant(s).
- I also authorise Savona Foodservice Ltd. to conduct any necessary credit reference searches.

Signature

Print Name

Role

Date

BDM Name

Date

BDM Signature

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Savona Foodservice Ltd.
Oxonian Park
Langford Locks
Kidlington
OX5 1FP

Service user number

6	7	8	5	2	9
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FOR SAVONA FOODSERVICE LTD OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

Name(s) of account holder(s)

Bank/building society account number

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Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Instruction to your bank or building society

Please pay Savona Foodservice Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Savona Foodservice Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Reference

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Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit Savona Foodservice Ltd will notify you seven working days in advance of your account being debited or as otherwise agreed. If you request Savona Foodservice Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by Savona Foodservice Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society

– If you receive a refund you are not entitled to, you must pay it back when Savona Foodservice Ltd asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.