

Terms & Conditions

1. Definitions

1.1 In these terms and conditions

'The company' means Quayside Frozen Foods (Newcastle) Limited (registered in England and Wales under number 01725454 and having its Registered Office at C/O Ams Corporate Floor 2, Portland Street, Manchester, England, M1 3BE) its subsidiary companies, associated companies and holding company.

'The customer' means any person, firm, company or other legal entity which places an order, buys any products from the company and includes the employees, agents or sub-contractors of any such person, firm, company or other legal entity, or accepts a quotation from the company for the sale of goods or whose order for goods is accepted by the company.

'Goods' means any food, beverage or non-food goods which the company is to supply in accordance with these conditions.

'Contract' means any contract for the purchase and sale of goods.

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the customer and the company.

'Writing' includes facsimile transmission, electronic mail, letters sent by registered mail or other means of communication.

'Statutory Interest' means interest as defined in the Late Payment of Commercial Debts (Interest) Act 1998.

1.2 Any reference in these conditions to any provision of 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 conditions are for convenience only and shall not affect their interpretation.

2. Terms & Conditions

2.1 These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions verbally communicated or implied by custom or practice. The company reserves the right to amend or update the current terms and conditions. Any such changes will take effect when posted on the company's website.

3. When placing an order

On placing an order with the company by the company's telesales department, salesperson, counter staff or website the customer is offering to contract with the company based on these terms and conditions.

3.1 The contract is subject to availability of the goods and market conditions. In the event of non-availability of any goods ordered, we may offer a reasonable substitute. If for any reason beyond our **3.2** reasonable control, we are unable to supply a particular item, we will not be liable to you for loss of profit from or in conjunction with the non-supply of goods, whether direct, indirect, and consequential, or otherwise however this may arise.

3.3 The company may limit the quantities of goods supplied to any one customer at its discretion and without assigning a reason. Although we will always try to cater for your orders, an order of large quantities of an item can only be fulfilled at the discretion of the company.

3.4 The company reserves the right to refuse acceptance of an order and/or terminate any customer's trading account without explanation or notice. Abusive or threatening behaviour to any member of staff will result in instant & permanent account termination.

3.5 The quantity, quality and description of any goods shall be those set out in the company's quotation (if accepted by the customer) or the customer's order (if accepted by the company).

3.6 The parties are bound by the contract only when the company accepts the order or delivery of the goods to the customer whichever occurs earlier. If the goods are subject to an advance order the parties are bound by the contract when the company accepts the order and the customer has paid by card online.

3.7 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.

3.8 The company may set a minimum order value for deliveries which is published on the company's website. The company reserves the right not to deliver an order which is valued at less than the published minimum order value.

3.9 The company's employees are authorised to make representations concerning goods subject to confirmation by the company in writing. In entering the contract the customer acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed in writing by the company.

3.10 The customer is responsible for ensuring an order for goods is received by the company. The company shall not be liable for the customer not placing an order due to the customer not being contacted, a system failure or any other reason.

4. Deliveries

4.1 Deliveries of goods to the customer shall be in accordance with the customer's delivery schedule.

4.2 The customer must ensure that staff are available to accept delivery during the customer's requested timing schedule as notified to the customer.

Providing a fast and efficient service for all customers is our priority, so if you would like to pay cash on delivery, please ensure that cash is ready for the driver as soon as they arrive. This will help to prevent any unnecessary delays and make sure we can reach all our customers on time. If there is no cash for the driver, we reserve the right to return goods to the branch and we may change your payment method to pay online only.

4.3 The company will not always guarantee delivery in accordance with the customer's requested timing schedule. All delivery times are estimated and we will not be held liable for any delivery that takes place out of this time. Whilst we take every care to ensure that the products are delivered in each time frame, we do not accept any liability if we fail to do so in part or in full due to circumstances being out of our control.

4.4 In assessing a request from a customer for delivery from the company, the company may make enquiries about the customer, including searching the records held by organisations including CreditSafe, Experian, Equifax and other credit reference agencies.

4.5 The company shall not be liable for any loss or damage whatsoever arising because of failure to deliver goods by a particular date/time or arising because of any causes beyond the company's control.

4.6 The delivery of goods shall be made by the company to such reasonably accessible premises as the customer shall reasonably require. The address will be that address specified by the customer when the account was opened, unless specified in writing. The company reserves the right to refuse to make deliveries to a customer's premises where there is a risk of injury to the company's employees.

4.7 The customer reserves the right to restrict deliveries to certain areas and this includes the right to eliminate certain areas from the customer's delivery schedule altogether.

4.8 The customer shall allow the company reasonable access to such premises and shall use best endeavours to ensure that a responsible person shall be at the place to sign off the delivery of the goods.

4.9 If the Buyer fails to take delivery of goods for any reason 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 prejudice to any other rights or remedy available to the company, the company may:

4.9.1 Charge the customer the cost of delivery to and from the premises of the customer.

4.9.2 Charge full cost price for the perishable goods.

4.9.3 Charge the customer for a re-scheduling delivery charge.

4.9.4 Charge the customer the company's administration and re-stocking charges published in the company's catalogue or website. A charge of £25 or 10% of the delivery value, whichever is the greater, will be made.

4.10 Deliveries must be checked at the time of delivery in the presence of the company's driver. The customer must advise the driver of the shortages and the driver will amend the delivery note/invoice. The customer will sign the delivery note/invoice as confirmation of the receipt of the goods whilst highlighting any shortages.

4.11 If the company fails to deliver goods for any reason other than any cause beyond the company's control or the customer's fault, and the company is accordingly liable to the customer, the company's liability shall be limited to the cost to the customer (in the cheapest available market) of similar goods to replace those not delivered.

4.12 The company will not accept the return of fresh and frozen goods but may, at its discretion, agree to accept the return of other goods in good condition and in the original unopened packaging within a

fourteen-day period of delivery or collection. The credit issued will be refunded in the same manner as the original charge was settled. The company will investigate product quality issues when notified within 24 hours of delivery and on production of all evidence required, including the goods.

We do not accept returns of fresh and frozen items due to life spans and product integrity accountability. If for any reason you would like to return dry goods or non-perishable items, then you are entitled to do so within 28 days of purchase. If you do wish to return non-perishable items, we must be notified by phone and evidence of the invoice must be provided. The items must be returned unopened and in their original packaging. On receipt of the returned items, the relevant refund shall be issued. Please be aware the price of the items paid by you shall be refunded through the same payment method used on making the order, any delivery charges applied shall not be refunded. See 4.10/6.1/7.1 Quality Issues:

All products must be inspected upon delivery as once an item has been delivered, risk of loss or damage of the item passes over to you. If you receive goods that are damaged, this must be brought to the attention of the driver at the point of delivery. If you should receive goods that you are not happy with the quality of, you must report this within 24 hours of delivery. We may also require you to send batch details & photographic evidence of the product in question for further investigation. All goods must be retained for inspection or collection, or until the case has been resolved. We shall not be liable for any further claims for loss from or in conjunction with the supply of unsatisfactory goods, whether direct, indirect, or otherwise, however this may arise. If we do not hear from you within 24 hours, we will take it that the goods have been received in full with no problems.

4.13 On the collection of goods from the company's warehouse, damages, shortages or other mistakes must be notified by the customer prior to leaving the company's premises were reasonably practicable.

5. Price

5.1 The price of the goods shall be the company's invoice price.

5.2 Any offers and promotions are subject to availability. The company, at its discretion, may exclude customer Groups from offers and promotions (e. g. wholesalers, contractors, etc.).

5.3 The company reserves the right to vary or alter product specification and price without prior notice. There may be a price variance when catch weight products are included in orders placed in advance.

5.4 The price is exclusive of any applicable Value Added Tax, which the customer shall be additionally liable to pay the company. There may be a price variance when catch weight products are included in orders placed in advance.

5.5 Weekly promotional prices seen on the branch showroom TV's and emailed, are for online orders only. Some additional offers require you to prepay by card.

5.6 The company reserves the right to charge a fee for orders being placed for delivery.

6. Risk & Property

6.1 All risks of damage to, or loss of the goods, shall pass to the customer at the time of delivery to the customer's premises.

6.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of the conditions, the property in the goods shall not pass to the customer until the company has received in

cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the company to the customer for which payment is then due.

6.3 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 shall be entitled at any time to require the customer to deliver up the goods to the company and if the customer fails to do so forthwith to enter upon any of the premises of the customer or any third party where the goods are stored and repossess goods.

7. Warranties

7.1 The company warrants that goods will correspond in all material respects at the time of delivery and will be free from defects in quality and condition until the expiry of the shelf life of goods which date will be advised on the goods or its packaging.

7.2 The company warrants that all food goods shall comply with the Food Safety Act 1990(as amended) and all goods shall comply with all relevant UK and EU legislation from time to time in force.

7.3 The company shall not be liable to the customer or be deemed to be in breach of the contract by any reason of any delay in performing, or any failure to perform any of the company's obligations in relation to the goods, if any delay or failure was due to any cause beyond the company's control.

8. Terms of Payment

8.1 All new accounts, unless agreed otherwise, are payment on delivery/collection (payment can be made by cash, credit card, debit card).

8.2 A customer may choose to settle their account with a Debit Card or Credit card.

8.3 The customer must settle all accounts in accordance with agreed terms. In the event of the customer account being in arrears, the account will be placed on hold and the company reserves the right to withhold further deliveries of goods.

8.4 The company has the right to start legal proceedings to recover any outstanding amount without prior notice and the right to exchange information with credit agencies.

8.5 In the event of the payment due to the company being dishonoured, a charge of £25 (or such other sum as the company may from time to time advise the customer) will be made to the customer's account to cover the bank and administrative costs.

8.6 In the event of the payment due to the company being dishonoured the customer's terms will change to payment on delivery and the account will be placed on hold until cleared funds are received in full to settle the outstanding balance of the account.

8.7 The late or non-payment of a credit account will be considered as a breach of the agreed terms and will render the Credit Terms null and void. The customer's account will be put on hold.

8.8 In the event of non-payment the company reserves the right to charge Statutory Interest on overdue balances for the period from the date on which the payment was due.

8.9 The company may accept payment by cash, credit card, debit card, cheque, banker's draft, bank transfer, CHAPS or BACS.

8.12 The company reserves the right to charge a fee if certain business cards, also known as corporate or commercial cards are used for payment.

8.13 The maximum amount of cash that will be accepted is £8,500.

8.14 The maximum cash payment by coins allowed a customer is £60 in £1 or £2 coins only.

9. Online Security

9.1 At the time of online registration the customer is asked to set a password. The customer must keep this password secret, as the customer is entirely responsible if the confidentiality of the password is not maintained. The company is entirely responsible for all orders placed with the company or information given to the company under the customer's email address in combination with the password. The customer must immediately notify the customer of any unauthorised use of the customer's email address and/or password or any breach of security known to the customer.

9.2 Please note that the customer's details will not be passed on to any other company, organisation or individual for the purposes of unsolicited marketing or advertising.

10. General

10.1 The company will not tolerate any abusive behaviour from the company to any of the company's staff and reserves the right to sell or deliver to such company.

10.2 Telephone calls may be recorded for training or reference purposes.

10.3 The company can refuse entry to the company's properties at any time at its sole discretion.

10.4 Entry or parking on the company's premises must be as directed by the company and is done entirely at the risk of the company, and any people accompanying the company, save for liability for personal injury arising from the company's negligence. Children are admitted on the understanding that they are accompanied by an adult and kept under strict control.

10.5 Smoking is not permitted on the company's premises.

10.6 Animals are not admitted except for guide dogs.

10.7 For security reasons we reserve the right to ask for ID before releasing an order.