



**Wild Ferment Ltd
t/a Propeller**

The Grain Loft
South Street
Sherborne
DT9 3LU

Bank Details

Wild Ferment Ltd
National Westminster PLC
Acct No: 46040250
Sort Code: 50-41-01
BIC: NWBKGB2L
IBAN: GB25NWBK50410146040250

AWRS: XVAW 000 0011 5870
EORI: GB379609150000 **VAT**
No: 379609150 **Company No.**
9460808

**WE KINDLY ASK ALL NEW
CUSTOMERS TO SETTLE
THEIR FIRST TWO ORDERS
IN ADVANCE**



NEW ACCOUNT FORM

Company Details

Name of Applicant/Company:

Trading Name:

Business Type: (Please Tick) Company: Sole Trader: Partnership:

Registered Office: (if Limited Company) Registered No:

VAT Number:

Contact Name: (orders) Contact Name: (account)

Delivery Address:

Invoice Address:

Telephone No:

Mobile No.

Email:

Business Property Details

Name in which agreement is held: **(this MUST be completed)**

Is this property: Owned: Leased: Tenanted:

Commencement date (if leased, tenanted or owned):

Date of renewal (if leased, tenanted):

Private Address of ALL Directors, Proprietors, Partners and Sole Traders

Name:

Name:

Address:

Address:

Tel:

Tel:

Name:

Name:

Address:

Address:

Tel:

Tel:

Trade References - This section must be completed, whether applying for either cash OR Credit terms.

Please provide the full address and current contact details. Cash and carry companies will **not** be accepted

Name:	Name:
Address:	Address:
.....
.....
Type of Business:	Type of Business
Tel:	Tel:

Account Details	
Please Tick: Cash on order: <input type="checkbox"/> Open Credit Account: <input type="checkbox"/>	Account Limited: £
(DD Mandate attached)	N.B. Account Limit subject to approval by Wild Ferment Limited
Email address for monthly statements:	

**PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS:
(THIS CAN ONLY BE SIGNED BY A DIRECTOR/PROPRIETOR, PARTNER OR SOLE TRADER)**

I/We request that an account is opened for me/us
OR

I/We agree to pay on cash on delivery basis.

I/We give consent to Wild Ferment Limited to pass on my/our details to a licensed Credit Reference Agency; who may register a search against my/our home address/addresses, and which may be used for periodic checks in future trading years, each time our credit terms are reviewed.

I/We confirm that I/We have read and agreed your terms and conditions of trading which is attached in this account application. (A copy of our terms will be sent also with your letter of confirmation once your account is set up).

Signed:	Date:
Full Name: (please print)	For and behalf of
.....
.....	Position:
.....

Personal Guarantee by a Director/Proprietor, Partner or Sole Trader

Credit limits without this personal guarantee will regrettably, have restricted, or lower credit levels or will not be full granted. Directors"/Proprietor's/Partner's/Sole Traders' Guarantee "In consideration of Wild Ferment Limited agreeing to grant the above account, I/we (the undersigned) unconditionally and irrevocably - as a continuing obligation - do hereby personally guarantee to Wild Ferment Limited the proper and punctual payment of all accounts owing from time to time by" <p style="text-align: center;">* Please be aware that we may conduct a personal consumer credit check *</p>
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Signed:	Full Name::
Position:	Date:
Witness Signature	Witness Full Name:
Witness Address::	Tel No:
.....
.....

**WILD FERMENT LTD T/A PROPELLER | TERMS AND CONDITIONS OF SALE:
PLEASE SIGN BOTH PAGES**

1. DEFINITION

- 1.1 BUYER means the person/company who buys or agrees to buy the goods from the Seller
- 1.2 SELLER means Wild Ferment Limited T/A Propeller of Shenanigans, Grants Hill, Sherborne, DT9 6RD
- 1.3 GOODS means the articles which the Buyer agrees to buy from the Seller

2. CONDITIONS APPLICABLE

- 2.1 These conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the Seller and the Buyer with reference to the Goods to which this contract relates. Without prejudice to the generality of the foregoing, the Seller will not be bound by any standard or printed terms furnished by the Buyer in any of its documentation unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and the Seller acknowledges and accepts such terms in writing.
- 2.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.
- 2.2 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyers acceptance of these conditions.
- 2.3 Any variation, waiver of, or addition to these conditions (including and special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. PRICE AND PAYMENT

- 3.1 The price shall be the price stipulated on the Sellers invoice. The price is exclusive of VAT which shall be due at the rate ruling on the date of the sellers invoice.
- 3.2 Payment of the price and VAT shall be due on the 19th day of the end of the month. Any other payment terms must be agreed in writing prior to delivery. Time for payment shall be of the essence.
- 3.3 The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost to the Seller which is due to other factors occurring after the making of the contract for sale which are beyond the reasonable control of the Seller (including but without limitation: foreign exchange fluctuations, taxes, duties and the cost of labour, materials and other manufacturing costs) provided that the buyer may cancel this contract within 7 days of any such notice from the Seller.
- 3.4 Interest on overdue invoices shall accrue from the date of invoice until the date of actual payment at the rate of 2.5% per month and shall accrue at such a rate after as well as before any Judgement.
- 3.5 If payment of the price or any part thereof is not made by the due date then the Seller shall be entitled to:
 - require payment in advance of delivery of undelivered Goods
 - refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery
 - terminate the contract.

4. DELIVERY

- 4.1 The Seller undertakes to use its best endeavours to dispatch the Goods on the delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing by the Seller
- 4.2 The Seller shall not be liable for any loss or damage whatever due to the failure of the Seller to deliver the Goods (or any of them) promptly or at all.
- 4.3 The Buyer shall be bound to accept delivery and pay for the Goods in full provided that delivery shall be tendered at any with within 2 weeks of the Delivery Date.

5. ACCEPTANCE OF THE GOODS

- 5.1 The Buyer shall be deemed to have accepted the Goods on delivery. All Goods must be examined at time of delivery and deficiencies recorded on the Delivery Note/Invoice prior to signature and notified to the Seller within 24 hours of delivery in default of which, the Seller does not accept any claim or responsibility for deficiencies.
- 5.2 Where the buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods unless it relates to deficiencies on delivery providing the Buyer has complied with the time limits and procedure described in paragraph 5.1 above.

6. TITLE AND RISK

- 6.1 All risks shall pass to the Buyer upon delivery of the Goods.
- 6.2 In spite of delivery having been made, Title of the Goods shall not pass from the Seller until
 - (i) the Buyer shall have paid the price plus VAT in fullAND
 - (ii) no other sums whatever shall be due from the Buyer to the Seller
- 6.3 Until the property in the goods passes to the Buyer in accordance with clause 6.2, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 6.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Buyer may sell or use the goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer or Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with any other money or paid into any overdrawn bank account and shall be at all material time identified as the Seller's money.
- 6.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that the property in any of the Goods has not passed from the Seller.
- 6.6 Until such time as the property in the Goods passes from the Seller, the Buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do

so, the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request, the rights of the Buyer under clause 6.4 shall cease.

- 6.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 6.8 The Buyer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 6.9 The buyer shall promptly deliver the prescribed particulars of this contact to the Registrar in accordance with the Companies Act 1985 6.9a Part XII as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable. On the appointment of an Administrative Receiver, Liquidator or Trustee in Bankruptcy, there is an automatic revocation if the Buyers right to use the Goods. The Buyer undertakes to notify the Seller forthwith if a pending bankruptcy/liquidation petition/order or administrative receivership. In such circumstances, the Seller reserves the right to enter the Premises and repossess any goods and or monies to the value of the whole sum outstanding in accordance with paragraph 6.6 above.

7. WARRANTIES AND LIABILITIES

The seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller [except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms 1977 Section 12) all other warranties, conditions of terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded].

8. GOODS

The quantity and description of the Goods shall be set out in the Sellers invoice or delivery note. Vintage and case sizes are subject to alteration. Where a case price is quoted, this always assumes 12 bottles, 24 half bottles or 6 magnums. Notwithstanding the sellers price list describes price per bottle or price per half bottle or price per magnum, some wines may be supplied in 6 bottle units only.

9. RETURNS/CANCELLATIONS

Goods will be accepted for return only with the prior written agreement of the Seller. Where goods have been supplied in good faith as per the Buyers order and subsequently accepted for return, the Seller retains the right to charge a handling/returns fee of 10%. Orders may be cancelled only with the prior written agreement of the Seller. Cancellation of orders for items that have been specifically sourced for the Buyer but not yet delivered will not be accepted.

10. FORCE MAJURE

If delivery is delayed by strike, lock-out, fire, accidents, defective materials, delays in receipt of raw materials or bought in goods or components or any other cause beyond the reasonable control of the Seller, a reasonable extension of time shall be granted by the Buyer who will pay such reasonable extra charges as shall have been occasioned by the delay.

11. LAW

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English Court. English Law shall be the proper law of the contract.

12. CHEQUE/BACS RETURNS

Should any cheques be represented for payment or BACS transfer payments be refused by our bank or withdrawn by the issuing bank, the seller will charge £25.00 to cover bank charges.

I HEREBY INDICATE BY AGREEMENT TO THE ABOVE TERMS AND CONDITIONS

Signed:

On behalf of:
(company name)

Name: (please print).....

Position:

Date:

ONE COPY TO BE RETAINED BY THE BUYER AND ONE COPY TO BE RETURNED TO WILD FERMENT LTD ALONG WITH COMPLETED ACCOUNT APPLICATION FORM.



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