

1. **Acceptance**
  - 1.1 Any instruction received by CFP from the Customer for the supply of goods and/or the Customers acceptance of goods supplied by CFP shall constitute acceptance of the terms and conditions contained herein.
  - 1.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payment of the price
  - 1.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of CFP
  - 1.4 The Customer undertakes to give CFP at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.
2. **Price and Payment**
  - 2.1 At CFP's sole discretion the price is as indicated on invoices provided by CFP to the Customer in respect of goods supplied or as per prices quoted
  - 2.2 CFP reserves the right to change the price in the event of a variation to CFP's quotation
  - 2.3 At CFP's sole discretion a deposit may be required where goods ordered by the Customer are not part of CFP's normal stock.
  - 2.4 CFP may set credit terms at their discretion based upon the Customers credit rating and trading history at time of application for credit or any time thereafter.
  - 2.5 Payment will be made by cash, or by direct debit, or by electronic transfer, or by any other method as agreed to between the Customer and CFP
  - 2.6 VAT and other taxes and duties that may be applicable shall be added to the price except when they are expressly included in the price.
3. **Delivery of Goods**
  - 3.1 At CFP's sole discretion delivery of the goods shall take place when;
    - (a) the Customer takes possession of the goods at the Customer address (in the event that the goods are delivered by CFP or the CFP nominated carrier); or
    - (b) the Customer's nominated carrier takes possession of the goods in which event the carrier shall be deemed to be the Customer's agent
  - 3.2 The costs of delivery are included in the price unless otherwise stated
  - 3.3 Delivery of the goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement
  - 3.4 CFP may deliver the goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
  - 3.5 The failure of CFP to deliver shall not entitle either party to treat this contract as repudiated.
  - 3.6 CFP shall not be liable for any loss or damage whatever due to failure by CFP to deliver the goods (or any part of them) promptly or at all.
4. **Title**
  - 4.1 It is the intention of CFP and agreed by the Customer that ownership of the goods shall not pass until:
    - (a) the Customer has paid all amounts owing for the particular goods, and
    - (b) the Customer has met all other obligations due by the Customer to CFP in respect of all contracts between CFP and the Customer
  - 4.2 Receipt by CFP of any form payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then CFP's ownership or right in respect of the goods shall continue.
5. **Defects**
  - 5.1 The Customer shall inspect the goods on delivery and shall;
    - (a) where the goods supplied are fresh produce within twenty-four (24) hours, or
    - (b) where the goods supplied are frozen produce within three (3) days
 notify CFP of any alleged defect, shortage in the quantity, damage or failure to comply with the descriptions or quote. The Customer shall afford CFP an opportunity to inspect the goods within a reasonable time following delivery if the Customer believes the goods are defective in any way. If the Customer shall fail to comply with these provisions the goods shall be presumed to be free from any defect or damage. For the defective goods, which CFP has agreed in writing that the Customer is entitled to reject, CFP's liability is limited to either (at CFP's discretion) replacing the goods or refunding the value of the goods.
  - 5.2 The Customer shall return the alleged defective goods to CFP for investigation at CFP's request
6. **Returns**
  - 6.1 Returns will only be accepted provided that;
    - (a) the Customer has complied with the provisions of clause 5.1; and
    - (b) CFP has agreed in writing to accept the return of the goods; and
    - (c) CFP will not be liable for goods which have not been stored or used in a proper manner; and
    - (d) The goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
7. **Sale of Goods Act 1893 and Sale of Goods and Supply of Services Act 1980**
  - 7.1 This agreement is subject to the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded)
- 7.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods Act 1893 (in particular sections 7 & 8), or the Sales of Goods and Supply of Services Act 1980, or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts laws or legislation.
- 7.3 In particular where the Customer buys goods as a consumer the provisions of Clauses 5 & 6 shall be subject to any laws or legislation governing the rights of consumers.
8. **Default & Consequences of Default**
  - 8.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
  - 8.2 If the Customer defaults in payment of any invoices when due, the Customer shall indemnify CFP from and against all costs and disbursements incurred by CFP in pursuing the debt including legal costs on a solicitor and own client basis and CFP's collection agency costs.
  - 8.3 Without prejudice to any other remedies CFP may have, if at any time the Customer is in breach of any obligation (including those relating to payment), CFP may suspend or terminate the supply of goods to the Customer and any of its other obligations under the terms and conditions. CFP will not be liable to the Customer for any loss or damage the Customer suffers because CFP exercised its rights under this clause.
  - 8.4 Without prejudice to CFP's other remedies at law CFP shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to CFP shall, whether or not due for payment, become immediately payable in the event that;
    - (a) any money payable to CFP becomes overdue, or in CFP's opinion the Customer will be unable to meet its payments as they fall due; or
    - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
    - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer
9. **Data Protection Act 1988 & Data Protection Act 2003**
  - 9.1 The Customer and the Guarantor/s (if separate to the Customer) authorises CFP to
    - (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
    - (b) to disclose information about the Customer, whether collected by CFP from the Customer directly or obtained by CFP 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 listing (whether before or after judgement) a default by the Customer on publicly accessible credit reporting databases.
  - 9.2 Where the Customer is an individual the authorities under (clause 9.1) are authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003.
  - 9.3 The Customer shall have the right to request CFP for a copy of the information about the Customer retained by CFP and the right to request CFP to correct any incorrect information about the Customer held by CFP
10. **General**
  - 10.1 In the event of any breach of this contract by CFP the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of CFP exceed the price of the goods
  - 10.2 The Customer shall no be entitled to set off against or deduct from the price any sums owed or claimed to be owed to the Customer to CFP.
  - 10.3 CFP may license or sub-contract all or any part of its right and obligations without the Customer's consent
  - 10.4 CFP reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which CFP notifies the Customer of such change. Except where CFP supplies further goods to the Customer and the Customer accepts such goods, the Customer shall be under no obligation to accept such changes.
  - 10.5 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial actions, fire, flood, drought, storm or other event beyond the reasonable control or either party