

**DIOGENES THE DOG TRADE LTD**

96 Rodney Road

London

SE17 1BG

Email: [trade@diogenesthedog.co.uk](mailto:trade@diogenesthedog.co.uk)



## **CUSTOMER ACCOUNT APPLICATION FORM:**

COMPANY NAME: .....

TRADING AS: .....

TRADING ADDRESS: .....

TYPE OF BUSINESS (circle): Partnership / Sole Trader / LTD Company / Other (please specify) .....

COMPANY REG NO: .....

TRADING SINCE (year): .....

TYPE OF TRADE (circle): Retail / Wholesale / Restaurant / Wine Bar / Other (please specify) .....

NAME OF WINE BUYER: .....

CONTACT NUMBER: .....

CONTACT EMAIL: .....

ACCOUNTS CONTACT NAME: .....

ACCOUNTS CONTACT NUMBER: .....

ACCOUNTS CONTACT EMAIL: .....

SUGGESTED CREDIT LIMIT (£): .....

BANK NAME & ADDRESS: .....

ACCOUNT NUMBER: .....SORT CODE: .....

VAT NUMBER: .....

DELIVERY ADDRESS: .....

DELIVERY CONTACT NAME: .....

DELIVERY CONTACT NUMBER: .....

DELIVERY CONTACT EMAIL: .....

DELIVERY LOCATION: .....

PREFERRED DELIVERY DAYS & TIMES: .....

ADDITIONAL INFO: .....

***I/We have read and understood the attached Diogenes the Dog Ltd Terms of Trading with which we agree to comply. I/We grant permission for you to approach our Bank for a reference.***

*Please return ORIGINAL, SIGNED copy of this document (details above).*

SIGNED: ..... POSITION: .....

(must be a Director/Partner/Proprietor)

NAME: (Print) ..... DATE: .....

OFFICE USE ONLY: Dated: ..... Sale Type: .....

CUST A/C NO: ..... Credit Limit: .....

Account authorised by: ..... Position: .....

## Diogenes the Dog Trade LTD Terms of Trading

1. The Vendor throughout these Terms of Trading shall be Diogenes the Dog LTD. These Terms of Trading shall also apply to all companies administered by Diogenes the Dog LTD present or future.
2. All items are offered subject to availability.
3. Prices are quoted exclusive of VAT and subject to change without notice.
4. The standard minimum order quantity is 6 dozen bottles Duty Paid. Orders below this size are subject to surcharges. Orders may be mixed in full cases of 6 or 12 accordingly or 4 x 20L Boxes (no mixed cases).
5. Title to the goods remains with the Vendor until such time that the Vendor has received payment in full for such goods, and all other goods, supplied by the Vendor to the Purchaser. Until such time as payment for all goods has been made by the Purchaser, the goods shall be stored safely and marked in such a way that they are clearly identifiable as the property of the Vendor.
6. In the event that the Purchaser fails to make payment in full for the products by the due date or commits any other breach of the contract or if any distress or execution shall be levied upon any of the Purchaser's assets or if the Purchaser offers to make any arrangement with its creditors or becomes unable to pay its debts as they fall due, or if any resolution or petition to wind up the Purchaser (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Purchaser's business, then and in any such event any right of the Purchaser to sell, dispose of, deal or in any way use the products in which property remains vested in the Vendor shall cease forthwith. The Purchaser shall immediately deliver any such products in its possession or under its control to the Vendor failing which the Vendor shall (without prejudice to any of its rights and remedies) have the right to repossess the products in whatever manner it might think fit and may by itself, its servants or agents enter upon any building, vehicle or vessel or other place upon which the products are reasonably thought to be situated for the purpose of removing any such products.
7. Claims for breakages and short deliveries can only be considered if recorded and signed for on the delivery note at the time of delivery. All such claims and any other queries on invoices should be notified IN WRITING direct to the Vendor's office WITHIN 7 WORKING DAYS.
8. Payment via Direct Debit is due before delivery unless credit facilities have been agreed. Where credit facilities are agreed, payment is due no later 14 days following the invoice date. If the credit terms are not adhered to, future orders will not be processed until the account is brought up to date. However, we reserve the right to withdraw credit facilities at any time.
9. Credit for out of condition products can be considered only for claims made in writing within 6 months of purchase, stating Lot Numbers. The Vendor reserves the right to credit an amount less than the invoice amount.
10. The Vendor reserves the right to recharge to the Purchaser any costs incurred in changing an order or delivery where such costs have resulted from the Purchaser changing the order after the Purchaser's original order has been correctly processed.
11. Cheques returned unpaid will be subject to a charge of £20 per presentation.
12. The Vendor reserves the right to withdraw agreed discounts from overdue invoices.
13. The Vendor reserves the right to charge interest at 2% per month or part thereof on overdue accounts, calculated from the due date until the date FULL payment is received.
14. If the Vendor issues legal proceedings for the recovery of any of the Purchaser's indebtedness, then the Vendor will be entitled to recover from the buyer any properly incurred legal costs plus VAT and disbursements or Court fees, plus any reasonable incidental costs.
15. If a delivery time or date is quoted at any time by the Vendor or its delivery agents, the Vendor or its delivery agents shall incur no responsibility should such a delivery not take place at the quoted time or date. No responsibility can be taken by the Vendor for late or early deliveries, or consequences thereof. Time for delivery shall not be of the essence.
16. In the event that the Vendor is unable to supply all or part of the products the subject of a contract for any reason it will supply as much thereof as it reasonably can which the Purchaser will pay for as if such products were the subject of a separate contract. The Vendor shall be under no liability to the Purchaser in respect of those products that it is unable to supply to the Purchaser.
17. Wines can only be held on reserve for customers if paid for in full. Paid reserves will only be held for a maximum period of 4 weeks, beyond which storage charges will be levied.
18. Vintages will change throughout the year and there is no obligation to give notice of any future change, though every effort will be made to do so.
19. Any price list accompanying this document cancels all previous lists.
20. All Duty Paid orders will be invoiced inclusive of CCT (where applicable).
21. Receipt of orders will constitute acceptance of these terms which are in addition to and should be read in association with other terms which may be issued from time to time during the currency of any price list.
22. Pallets not returned to the carrier will be charged at a cost of £12.00. Retention or return of pallets must be confirmed as appropriate where indicated on the Delivery Note.
23. All promotions are at the Vendor's discretion and the Vendor retains the right to withdraw promotions without notice.
24. An administration charge of £75 is levied by the Vendor's bond when Purchasers' deferment accounts become full. The Vendor will pass this charge on to Purchasers with immediate effect. Purchasers are asked to ensure when placing orders that their deferment facilities will be sufficient.
25. All contracts between the Vendor and the Purchaser shall be governed in all respects by the Law of England and Wales, and the Purchaser hereby submits to the exclusive jurisdiction of the Courts of England and Wales.