



# Ribble Farm Fare

WHOLESALE CATERING & FOOD SUPPLIES

## TERMS & CONDITIONS OF SALE

### 1. DEFINITIONS AND INTERPRETATION:

#### 1.1 Definitions: In these Conditions, unless the context requires otherwise:

Buyer	Means the person who buys or agrees to buy the Goods from the Seller.
Conditions	Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
Contract	Means the contract between the Buyer and Seller for the sale and purchase of Goods in accordance with these Conditions.
Delivery Date	Means the date when the Goods are to be delivered, as specified by the Seller.
Force Majeure Event	Means an event, circumstance, or cause beyond a party's reasonable control.
Goods	Means the articles (or any part of them) that the Buyer agrees to buy from the Seller as set out in its Order (subject to clause 4).
Order	Means the Buyer's order for the Goods which may be placed by (i) a telephone call with the customer service team, (ii) leaving a voicemail on the Seller's telephone ordering machine, (iii) the Seller's website; or (iv) otherwise in writing (including email) to the Seller.
Price	Means the price for the Goods excluding carriage, packing, insurance, and VAT.
Seller	Means Ribble Farm Fare Ltd. of Shay Lane, Longridge, Preston PR3 3BT, a company registered in England and Wales under company number 01896240.

#### 1.2 Interpretation:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors and permitted assigns.
- c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

- d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- e) A reference to writing or written excludes fax but not email.

## **2. BASIS OF CONTRACT:**

- 2.1 These Conditions apply to all contracts to the exclusion of any other terms which the Buyer may purport to apply under any Order, confirmation of Order or similar document or which are implied by law, trade custom, practice, or course of dealing.
- 2.2 All Orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted by the Seller when it issues a written acceptance of the Order or begins to fulfil the Order (whichever occurs the earliest), at which point the Contract shall come into existence.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

## **3. PRICE AND PAYMENT**

- 3.1 Subject to clause 3.2, the Price of the Goods shall be set out as the Seller's quoted price, or if no price is quoted, in the Seller's published price list or such price list agreed with the Buyer in force as at the date of delivery.
- 3.2 The Buyer agrees, acknowledges and accepts that due to the fluctuating and volatile market for the Goods, the Price of the Goods may be subject to change up to the time of delivery due to any factor beyond the Supplier's reasonable control (including foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials, and other seasonal, transportation and manufacturing costs and any costs passed on to the Seller by its suppliers) and the Buyer agrees to pay the Price that the Goods are stated to be on delivery.
- 3.3 The Price is exclusive of VAT, which shall be due at the prevailing rate on the date of the Seller's invoice.
- 3.4 Unless otherwise stated by the Seller, the Price excludes the costs and charges of packaging, insurance, transport, and delivery of the Goods which shall be detailed on the invoice to the Buyer.
- 3.5 Where the Buyer is purchasing Goods via the Seller's website, payment shall be made at the time of ordering, unless the Buyer has been granted a credit limit in writing by the Seller.
- 3.6 Where the Goods have not been purchased via the Seller's website, the Buyer shall pay each invoice submitted by the Seller in accordance with any payment terms agreed by the Seller in writing. Where the Buyer has agreed that any sums owed to the Seller may be collected by direct debit then it shall ensure it submits such instructions to its bank and does not cancel any such instructions while any amounts are outstanding to the Seller or where the Buyer intends on placing further Orders. Where no specific payment terms have been agreed with the Seller in writing then payment shall be made either at the point of placing

the Order (where required by the Seller) or in cash on delivery of the Goods. Time for payment shall be of the essence of the Contract.

- 3.7 If the Buyer fails to make a payment due to the Seller under the Contract by the due date, then, without limiting the Seller's other rights and remedies under these Conditions:
- a) the Seller may refuse to deliver any Goods to the Buyer and may suspend any and all further deliveries until such time as payment of all sums outstanding has been made in full;
  - b) the Buyer shall pay interest on the overdue sum from the due date until the date of payment, whether before or after judgment. Interest will accrue each day at a rate of 4% above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
  - c) the Buyer shall be responsible for all costs, charges, fees, and expenses suffered or incurred or agreed to be paid by the Seller in recovering any overdue sums (including but not limited to any legal fees, court costs, management time, administration costs and debt recovery fees).
- 3.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax required by law).

#### **4. THE GOODS**

- 4.1 Subject to clause 4.2, the Goods are described on the Seller's website.
- 4.2 The Buyer agrees, acknowledges, and accepts that the Seller shall be entitled to provide replacements where any Goods ordered by the Buyer are out of stock. The Seller shall use reasonable commercial endeavours to provide substitute Goods that are comparable in specification, quality and price to the original Goods ordered by the Buyer. If the Buyer does not wish to keep the substitute Goods, then it shall notify the Seller in accordance with clause 7.1 otherwise it shall be deemed to have accepted the Goods.

#### **5. WARRANTIES AND LIMITATION OF LIABILITY**

- 5.1 The Seller warrants that the Goods supplied will at the time of delivery, and (subject to clause 7.3) for 24 hours thereafter, correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality, or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.
- 5.2 The restrictions on liability apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 5.3 Nothing in the Contract limits any liability which cannot legally be limited including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by s.12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987.
- 5.4 The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract shall in no circumstances exceed the value of the Goods supplied by the Seller.

5.5 The following types of loss are wholly excluded:

loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.

## **6. DELIVERY**

6.1 The Seller shall ensure that each delivery of the Goods is accompanied by a delivery note, alternatively the note can be emailed over prior to delivery, at the time of despatch. The delivery note shall show the date of the Order, the type and quantity of Goods, any special storage instructions and if the Goods are to be delivered by instalments, the outstanding balance of Goods remaining to be delivered.

6.2 The Seller shall deliver the Goods to the Buyer's address that is set out in the Order on the Delivery Date, unless an event occurs that is outside of the Seller's control.

6.3 The Goods can be delivered in advance of the Delivery Date upon the Seller providing the Buyer with reasonable notice of the intention to deliver the Goods.

6.4 The Buyer shall make all necessary arrangements to ensure that it can take delivery of the Goods whenever the Goods are tendered for delivery.

6.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.6 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Seller with adequate delivery instructions or any other instructions relevant to the supply of the Goods.

6.7 Delivery is completed on the arrival of the Goods at the Buyer's address specified on the delivery note.

## **7. ACCEPTANCE OF THE GOODS**

7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer. If there are any discrepancies in the Order including any missing Goods or any additional Goods, any Goods that do not correspond with the warranty given in clause 5.1, the Buyer must contact the Seller within 24 hours of delivery. The Seller is contactable by phone on: 01772 782693 and by email on [orders@ribble-farm.co.uk](mailto:orders@ribble-farm.co.uk). If the Buyer does not notify the Seller of any discrepancies within the allotted 24 hours post-delivery, the Buyer will be deemed to have accepted the Goods.

7.2 After acceptance the Buyer shall not be entitled to reject any Goods in that Order which are not in accordance with the Contract or make a claim under the warranty at clause 5.1.

7.3 If the Buyer gives notice in accordance with 7.1, returns the Goods to the Seller (if requested by the Seller) and the Seller is given reasonable opportunity to examine the Goods then the

Seller shall (at its option) replace any defective Goods or refund the Price of any defective Goods (or any excess Goods delivered).

- 7.4 The Seller shall not be liable for the Goods failure to comply with the warranty set out in clause 5.1 and the Buyer shall not be entitled to reject the Goods if:
- (a) the Buyer makes any further use of the Goods after giving notice in accordance with clause 7.1;
  - (b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, transportation, use and maintenance of the Goods or (if there are none) good trade practice or common sense regarding the same;
  - (c) the Buyer tampers with the Goods or attempts to alter them in any way;
  - (d) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

## **8. TITLE AND RISK**

- 8.1 The risk in the Goods shall pass to the Buyer on completion of delivery.
- 8.2 Title in the goods shall not pass from the Seller to the Buyer until the Buyer has paid in full for the Goods.
- 8.3 Until the title to the Goods has passed to the Buyer, the Buyer shall store the Goods separately from all other goods held by the Buyer so that they remain identifiable as the Seller's property and not remove any packaging or labels on the Goods. The Goods must be maintained in satisfactory condition and be insured against all risks for their full price until the date of delivery.
- 8.4 The Buyer shall insure and keep insured the Goods to the full Price of the Goods against all risks to the reasonable satisfaction of the Seller until the date that property in the goods passes from the Seller to the Buyer and shall upon request by the Seller produce a copy of the policy of insurance.

## **9. TERMINATION**

- 9.1 The Seller is entitled to terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer commits a material breach of any term of the Contract and fails to remedy the breach within five days of that party being notified in writing to do so, or the Buyer takes any action connected to entering into administration, liquidation or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business. The Seller can terminate if the Buyer suspends, threatens to suspend, ceases, or threatens to cease or carry on all or a substantial part of its business; or the Buyer's financial position deteriorates to such an extent that it is in repute as to whether the Buyer would be able to give effect to the terms of the Contract.
- 9.2 The Seller may suspend provision of the Goods under the Contract if the Buyer becomes subject to any of the events listed above or if the Seller considers (acting reasonably) that the Buyer is likely to become subject to any of the events listed above.
- 9.3 The Seller is entitled to terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

- 9.4 On termination of the Contract, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest, and, in respect of any Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 9.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of the termination.

## **10. FORCE MAJEURE**

- 10.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

## **11. REMEDIES OF BUYER**

- 11.1 If the Buyer rejects any Goods, the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the Contract.
- 11.2 If 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.
- 11.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

## **12. GENERAL**

### **12.1 Assignment and other dealings**

- (a) The Seller may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

### **12.2 Entire agreement**

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

### **12.3 Variation**

- (a) No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### **12.4 Waiver**

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

#### 12.5 Severance

- (a) If any provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 12.6 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the Seller's registered office or the Buyer's place of business last specified in an order. Notice can also be sent via email.
- (b) Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address, if sent by pre-paid first class post or other next working day service, at 9.00am on the second working day after posting, or if sent by email, at the time of transmission, provided that the email is not recalled by the sender nor a message of non-delivery received and where a message of delayed delivery is received (an "Out of Office") then delivery shall be deemed to have occurred at the time stated in the Out of Office. Where an email is sent outside of business hours in the place of receipt then delivery shall be deemed to have occurred when business hours resume.
- (c) This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### 12.7 Third party rights

- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the party to rescind or vary the Contract are not subject to the consent of any other person.

#### 12.8 Governing law

- (a) This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

#### 12.9 Jurisdiction

- (a) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

