OCHIL FOODS

Serving Scotland's Chefs

APPLICATION FOR DIRECT DEBIT ACCOUNT

RETURN TO accounts@ochilfoods.co.uk

BUSINESS NAME			
DELIVERY ADDRESS			
		POST CODE	
LEGAL ENTITY NAME			
REGISTERED OFFICE			
		POST CODE	
ACCOUNTS CONTACT NAME			
ACCOUNTS TELEPHONE		**MOBILE**	
ACCOUNTS EMAIL			
CHEF/BUYER NAME			
TELEPHONE		**MOBILE**	
CHEF/BUYER EMAIL			
If you would like a weekly sales call, please let us know preferred day & time			
DIRECT DEBIT APPLICATION	Email will be sent to accounts contact or other (by request) to set up Direct Debit with provider (GoCardless). Please fill in your details and the Direct Debit will be set up with an email to inform you. Payment will be taken from your account weekly, on a Tuesday.		
BANK DETAILS	**ACCOUNT NAME**		
	BANK NAME		
	BANK ADDRESS		
	BANK POST CODE		
	SORT CODE	**ACCOUNT NO.**	
FOR LIMITED COMPANIES	**COMPANY REG NO**		
FOR PARTNERSHIP OR SOLE TRADER	**NAMES**		
	HOME ADDRESS		
	LANDLINE NUMBER		
	MOBILE NUMBER		

PLEASE PROVIDE CONTACT DETAILS OF TWO TRADE REFERENCES

REFERENCE 1		**REFERENCE 2**	
TEL NO		**TEL NO**	
EMAIL		**EMAIL**	
PRINT NAME		**POSITION**	

SIGNATURE	SIGN	**DATE**	

I hereby confirm I have the authority to open this account and make purchases on behalf of the business named above, and agree to the Terms & Conditions of Sale.

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MARKETING PREFERENCES

From time to time we may wish to contact you to let you know about our products and offers. Please TICK BELOW if you would prefer not to be contacted for this purpose:

POST ☐ **EMAIL** ☐ **WHATSAPP** ☐

We confirm that we are compliant with the GDPR and we take your privacy seriously. You can read more about how we use your personal data, store and keep safe in our Privacy Policy.

The Direct Debit Guarantee

DIRECT DEBIT

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or interval of your Direct Debit, GoCardless will notify you 3 working days in advance of your account being debited, or as otherwise agreed. If you request GoCardless to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by GoCardless or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when GoCardless asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

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Terms & Conditions of Sale

1. All goods offered by Ochil Foods Ltd are subject to availability.
2. Ochil Foods Ltd reserves the right to alter prices, stock and services without notification subject to market fluctuation and variations in relevant exchange rates. However, Ochil Foods Ltd will endeavour to advise its customers of any changes, where possible.
3. All goods must be signed for on receipt.
4. All goods must be paid for on receipt, except where an account facility or Direct Debit set up has been agreed and confirmed by Ochil Foods Ltd. Application for an account with the company will be taken to signify acceptance of these Terms and Conditions of Sale. Ochil Foods Ltd reserves the right to charge interest and compensation on overdue payments under the Late Payment of Commercial Debts (Interest) Act 1998, as amended from time to time.
5. Risk in the goods passes to the customer on delivery. Ownership of the goods remains with Ochil Foods Ltd until all sums owed by the customer to Ochil Foods Ltd, on any account, have been paid in full. Until then, the customer may use or resell the goods in the ordinary course of its business but must not otherwise sell, pledge or dispose of them. If any payment is overdue, or the customer becomes insolvent, Ochil Foods Ltd may recover any of its goods that remain unused, and the customer permits Ochil Foods Ltd and its representatives to enter its premises during business hours for that purpose. These rights are in addition to any other rights Ochil Foods Ltd has.
6. Payments for Direct Debit accounts will be collected weekly, on a Tuesday, based on calendar weeks. Advance notice of the amount and date of payment will be sent by email. We may apply a £10 fee for failed direct debit payments at our discretion.
7. Ochil Foods Ltd reserves the right to pursue all overdue invoices by whatever legal means deemed necessary, or by passing the debt to a Credit Protection Agency, or by other appropriate means without prior reference to the debtor.
8. Ochil Foods Ltd. may wish to contact you from time to time to let you know about latest news, products or offers. We shall seek your consent to do this. We confirm that we are compliant with the GDPR and we take your privacy seriously. You can read more about how we use your personal data, store and keep safe in our Privacy Policy.
9. All orders are set at a minimum of £100, unless otherwise agreed in writing.
10. Ochil Foods Ltd reserves the right to include a delivery charge based on the customer's location.
11. Customers must check all goods on delivery. Any shortages, damage or quality issues must be reported to Ochil Foods Ltd within 24 hours of delivery. Storage of goods after delivery is the customer's responsibility, and perishable goods will only be accepted for return if they have been stored correctly.
12. If goods are short, damaged or not of satisfactory quality and are reported in line with clause 11, Ochil Foods Ltd will, at its option, replace the goods or issue a credit or refund for them. Ochil Foods Ltd's total liability in respect of any order shall not exceed the invoice value of the goods concerned. Ochil Foods Ltd shall not be liable for any loss of profit, business, revenue or goodwill, or for any indirect or consequential loss, or for any loss arising from the customer's storage, handling or preparation of goods after delivery. Product allergen information is available on request; customers are responsible for the allergen information they provide to their own customers. Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud, or for any other liability that cannot be limited or excluded by law.
13. If any payment is overdue, Ochil Foods Ltd may, without prior notice, suspend further deliveries, reduce or withdraw any credit facility, and require payment in advance for future orders until the account is brought up to date.