



*Casa Julia plc*

**ACCOUNT REGISTRATION  
&  
DIRECT DEBIT FORM**

# ACCOUNT REGISTRATION



*Casa Julia plc*

11 SPRINGWOOD DRIVE • BRAINTREE  
ESSEX CM7 2YN  
TELEPHONE: 01376 320269  
FAX: 01376 349436

|                     |
|---------------------|
| Area Manager: ..... |
| Date: .....         |
| A/C No: .....       |

## ADDRESS FOR A/C:

Company Name .....

Address .....

.....

Email ..... Postcode .....

Telephone No ..... Fax No .....

Account Contact .....

## CREDIT CONTROL DETAILS:

Payment Terms: 20th of the month following the statement.

Credit Limit requested

If a Limited or Public Company Please State (FULL TITLE) .....

Address of Registered Office (or Sole Trader) .....

.....

..... Reg. No. ....

..... Vat. No. ....

## FOR DELIVERIES: If more than 1 address please attach list

Trading Name .....

Address .....

.....

Email ..... Postcode .....

Delivery Contact .....

Telephone No ..... Mobile No .....

Order Contact .....

Telephone No ..... Mobile No .....

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## Trade References

1. Name & Full Address .....

Fax No: ..... Tel No: ..... Account Ref: .....

Email .....

2. Name & Full Address .....

Fax No: ..... Tel No: ..... Account Ref: .....

Email .....

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## Conditions of Sale

1. The "Seller" means Casa Julia Plc.  
The "Buyer" means the person, firm or company who places the order for the goods.  
The "Goods" means the goods forming the subject matter of the order.
2. Any variation of these conditions in any document of the Buyer is inapplicable unless accepted in writing by the Seller and signed by a Director.
3. Goods listed in the Price List are offered subject to stock availability. Prices quoted cannot be considered binding on the Seller for any specific period. The prices (which are quoted exclusive of VAT and delivery charges, if any) are based on prevailing costs, and where applicable duty rates and foreign exchange rates. If between the date of quotation and the date of delivery of the goods, variations, either by rise or fall, occur in these costs or rates, the prices may be amended accordingly.
4. (i) Unless otherwise stipulated payment for each consignment of goods shall be made within 30 days of the date of the Sellers invoice. In the event of payment not being effected on the due date interest at the rate of 18% p.a. shall be charged on the whole balance standing to the account of the Buyer until payment in full.  
(ii) For overseas Buyers, the terms of payment are subject to special arrangement.  
(iii) A Buyer who has not previously dealt with the Seller, may be required to forward a reference of two established trade suppliers, together with the name and address of its Bankers before any order is accepted.
5. When the Seller agrees to deliver or arrange for delivery of the goods to the Buyer:-  
(i) The goods shall be delivered to the place or places specified in the order or as subsequently agreed. The mode of transport shall be at the discretion of the Sellers.  
(ii) The Seller shall credit any goods damaged or lost in transit, provided the Buyer shall notify the Seller of such damage or loss on the same day as the date when delivery should have been effected (as the case may be).  
(iii) The risk in the goods shall pass to the Buyer on delivery.  
(iv) The time of delivery is given as accurately as possible, but is not guaranteed and is (in any event) subject to extension to cover delay caused by any event reasonably beyond the Sellers control.  
(v) The Seller shall not be liable for loss, loss of profit, damage or expense whatsoever arising either directly or indirectly out of any extension to the time of delivery, or any damage to, or loss of any of the goods in transit.  
(vi) For overseas buyers, the terms of delivery are subject to special arrangements.
6. The cost of delivery will be quoted separately. Provided that a U.K. (mainland) Buyer purchases a minimum quantity, however, the goods will be delivered to them free of charge. Minimum quantities will vary according to the nature of the sale and are available upon application. For this purpose one case 6\*75cl or 6\*70cl is counted as half a case.
7. Each order for the goods shall form a separate agreement, but shall be deemed to incorporate those terms and conditions of sale, or such alter terms and conditions as shall be notified to the Buyer from time to time whether orally or in writing.

## Property

8. (i) Until full payment has been received from the Buyer, for all goods whatsoever supplied by the Seller to the Buyer under any contract, the property in the goods shall remain in the Seller.  
(ii) Notwithstanding sub-paragraph (i) above, the Buyer shall be at liberty to sell the goods in the ordinary course of its business, provided that the proceeds of any such sale shall belong to the seller, and be placed into an account of the Buyer in such a way as to be identifiable as the property of the Seller.  
(iii) The Seller may by notice in writing, revoke the Buyer's power to sale if the Buyer shall default in the payment of any sum due to the Seller or permit an encumbrance to take permission, or a receive to be appointed of any part of assets of the Buyer, or if a petition is presented of notice is given of a resolution to wind up the Buyer, or if a distress or execution is levied on or issued against any of the property of the Buyer or if the Buyer makes any arrangements or composition with its creditors, or comments act of Bankruptcy or is unable to pay its debts within the meaning of section 223 of the Companies Act 1948, or any statutory modification or re-enactment thereof.  
(iv) Upon determination of the Buyer's power of sale as aforesaid, the Buyer shall place all goods whatsoever sold to it by the Seller at the disposal of the Seller, who shall be entitled to enter (using reasonable force if necessary) upon any premises of the Buyer for the purpose of removing the same.
9. (i) None of the goods is supplied on a "sale or return" basis.  
(ii) The Seller reserves the right to revise or change the style of labels at any time.  
(iii) The Buyer undertakes to the Seller that following delivery the Buyer will at all times handle the goods properly and store the same in suitable conditions.
10. It is appreciated that, dependent on a number of factors, goods of the type sold by the Seller, retain their quality for different periods. Subject to paragraph 8 (iii) above, the quality of the goods is guaranteed for what is (bearing in mind all relevant circumstances) a reasonable period. At its discretion the Seller will either replace free of charge, or issue a credit note in respect of any goods accepted by the Seller as being defective during such period.
11. All goods are sold upon the express terms that credit in accordance with paragraph 9 above, is accepted by the Buyer in full and final settlement and satisfaction of any and all conditions and warranties whatsoever and howsoever arising (except a warranty to the Seller that it has the right to sell the goods), and of any and all claims whatsoever on the part of the Buyer, whether arising in contract or in tort (except a claim in respect of death or personal injury due to negligence).
12. (i) No defect in the goods or any part thereof shall form the basis for any claim by the Buyer for any loss, loss of profit, damage or expense whatsoever arising either directly or indirectly from any such defect.  
(ii) Non delivery of the goods or any part thereof shall not form the basis for any claim by the Buyer for any loss, loss of profit, damage or expense whatsoever arising directly or indirectly from such non delivery.
13. The Seller shall be entitled to leave goods at the Buyers premises even where such premises are unattended, and such shall be deemed to constitute good delivery of any goods.
14. The Contract between the Seller and the Buyer shall be governed by and construed in accordance with the laws of England.