



# HAMMONDS OF KNUTSFORD PLC

Wine & Spirit Merchants Established 1960 serving the licensed trade for over half a century  
 Warford Grange Farm, Pedley House Lane, Great Warford, Knutsford, Cheshire WA16 7SP.  
 Tel: 01565 872872 Fax: 01565 872900 Email : wine@hammondsofknutsford.co.uk

## ACCOUNT APPLICATION FORM

<b>Trading Name</b>			<b>Account Manager</b>	<b>** WEBSITE**</b>	
<b>Address</b>					
<b>Postcode</b>					
<b>Tel No</b>		<b>Fax No</b>			
<b>Website</b>		<b>Estimate of Monthly Purchases</b>			
<b>VAT Reg. No.</b>		<b>Trading Duration</b>			
<b>AWRS No. (if applicable)</b>					
<b>Delivery Address (if different)</b>					
<b>Address</b>					
<b>Postcode</b>					
<b>Daytime Tel. No.</b>					
<b>Account Contact</b>	<b>Name of Person</b>				
	<b>Telephone No.</b>				
	<b>Email Address</b>				
	<b>Title</b>				
<b>Order Contact</b>	<b>Name of Person</b>				
	<b>Telephone No.</b>				
	<b>Email Address</b>				
	<b>Title</b>				
<b>Type of Company</b>	<b>Partnership</b>	<input type="checkbox"/>	Please Tick <input checked="" type="checkbox"/>		
	<b>Sole Trade</b>	<input type="checkbox"/>			
	<b>PLC</b>	<input type="checkbox"/>			
	<b>Limited Company</b> (* Note: If you are a Ltd Co; we require Personal Guarantees in order to set up your Account)	<b>** Limited Company Name</b>			
		<b>** Registration Number</b>			
		<b>** Date of Registration</b>			
<b>Other</b>	<input type="checkbox"/>				
<b>Name and PRIVATE ADDRESS(ES) of Proprietors/Directors/Partners/Sole Traders</b>					
<b>Full Name</b> <b>Date of Birth</b> <b>Position</b> <b>Residential Address</b>	<b>Full Name</b> <b>Date of Birth</b> <b>Position</b> <b>Residential Address</b>	<b>Full Name</b> <b>Date of Birth</b> <b>Position</b> <b>Residential Address</b>			
<b>Postcode</b> <b>Email</b> <b>Telephone No.</b> <b>Mobile No.</b>	<b>Postcode</b> <b>Email</b> <b>Telephone No.</b> <b>Mobile No.</b>	<b>Postcode</b> <b>Email</b> <b>Telephone No.</b> <b>Mobile No.</b>			
If address has changed in the last 2 years, please give previous address	If address has changed in the last 2 years, please give previous address	If address has changed in the last 2 years, please give previous address			

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## TERMS & CONDITIONS OF SALE

- 1 a. Availability and Vintages contained in this list are subject to fluctuation, and stock remaining unsold.
- b. Hammonds of Knutsford plc (hereinafter referred to as "The Seller") reserve the right to substitute any later vintage.
- c. All prices are quoted exclusive of VAT; the seller reserves the right to change any prices without notice.

- 2 a. All goods are due for payment on the terms agreed between the seller and the customer.
- b. The seller reserves the right, at its discretion, to recharge discounts and promotional bonuses to those customers exceeding its terms.
- c. The seller also reserves the right to charge interest, at a rate of 15% per annum to any customer exceeding the terms of payments this is without prejudice to the right of the seller to pursue any such outstanding sum.
- d. The seller reserves the right to demand immediate payment of any account, whether due or not.  
No further orders will be delivered to any customer whose account exceeds the agreed terms.
- e. The seller reserves the right to levy a charge of £15 for any item, which fails to be met on first presentation by the buyer's Bank.

3. a. Delay in delivery shall not give rise to any liability upon the seller or entitle the buyer to cancel the order whether or not any time or date is given for delivery.
- b. The goods shall be at the buyer's risk on any movement of goods arranged by the buyer's carrier.
- c. All claims for short delivery, breakages or damages must be notified by telephone on the day of delivery and confirmed in writing within three days.

### **Retention of Title**

4. a. The risk of damage to or loss of the products shall pass to you upon the earlier of i.)delivery of the products to you or ii.)where the products are to be collected by you or a carrier on your behalf when the products are so collected.
- b. Legal and beneficial title of the products shall remain with us until we have received payment in full in of all amounts owing to us by you on any account whatsoever. Until resale you will keep the products separate from other goods, protected and identified as our property.
- c. Until title of the products passes to you, the seller has the right if payment has not been received by the due date, at its discretion, to enter any premises to recover possession any stock to the value of any amounts outstanding.
- d. Title in the goods cannot pass to any third party until full payment has been made to the seller.
- e. If a winding up order is made against you, or you go into voluntary liquidation, or a receiver is appointed over any of your assets or you make an arrangement of composition with your creditors then:
  - i. we will be entitled to treat the contract between you and us as repudiated;
  - ii. Your right to sell the products will automatically cease; and
  - iii. We will be entitled to enter your premises to remove any products owned by us.
- f. You are entitled to purchase products distributed by us from other suppliers, but, if we try to recover products under 4c. We will be entitled to assume that we are the sole supplier of the products unless you tell us otherwise in writing.

5. a. The seller accepts no liability in any circumstances for any direct, indirect or consequential loss or damage, howsoever arising, which the buyer may sustain in connection with the goods supplied, except as provided in section 5.2 of the Unfair Contract terms Act 1977.
- b. The buyer agrees to indemnify the seller against any claim for loss, injury or damage sustained by a third party arising from the sale of goods to the buyer, howsoever caused.

6. a. The seller shall not be liable for failure to fulfil any terms of any transaction governed by these terms if execution of same has been delayed, hindered or prevented by any circumstances whatsoever which are not directly under the control of the seller.
- b. These terms shall be subject to and interpreted in accordance with English law. The placing of any order by the buyer implies acceptance of these terms and conditions.

The terms of the seller shall in every case take precedence over any terms of purchase purported to apply by the buyer.

E & O E

Please sign below to agree to the above terms and conditions.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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## **PAYMENT TERMS: (Subject to appraisal)**

**WE WILL MAKE SEARCHES ABOUT YOU AND YOUR BUSINESS USING CREDIT REFERENCE AGENCIES WHO WILL SUPPLY US WITH CREDIT INFORMATION FOR USE IN THE ASSESSMENT OF YOUR APPLICATION. WE MAY ALSO MAKE ENQUIRIES ABOUT THE PRINCIPAL DIRECTORS/PROPRIETORS WITH A CREDIT REFERENCE AGENCY AND ALSO OBTAIN INFORMATION FROM THE ELECTORAL REGISTER FOR THE PURPOSE OF IDENTITY VERIFICATION.**

### **PLEASE NOTE : TRADE REFERENCE(S) MUST BE FILLED IN**

<b>Company Name:(1)</b>	
<b>Address</b>	
<b>Postcode</b>	
<b>Contact Name</b>	
<b>Account Number</b>	
<b>Tel No</b>	
<b>Email Address</b>	

<b>Company Name:(2)</b>	
<b>Address</b>	
<b>Postcode</b>	
<b>Contact Name</b>	
<b>Account Number</b>	
<b>Tel No</b>	
<b>Email Address</b>	

<b>Company Name:(3)</b>	
<b>Address</b>	
<b>Postcode</b>	
<b>Contact Name</b>	
<b>Account Number</b>	
<b>Tel No</b>	
<b>Email Address</b>	

<b>Company Name:(4)</b>	
<b>Address</b>	
<b>Postcode</b>	
<b>Contact Name</b>	
<b>Account Number</b>	
<b>Tel No</b>	
<b>Email Address</b>	

<b>Customer Signature:</b>
<b>Name in CAPITALS:</b>
<b>Position:</b>
<b>Date:</b>

**I have read, understood and accept your Conditions of Sale, including the Title Clause (as shown overleaf)**

**I accept your right to decline a credit account at your discretion and I hereby authorise you to contact my Bank and/or a Credit Reference Agency in order to obtain a reference.**

**Your Bank may charge you for this service**

# HAMMONDS OF KNUTSFORD PLC

WINE & SPIRIT MERCHANTS  
ESTABLISHED 1960  
SERVING THE LICENSED TRADE  
FOR OVER HALF A CENTURY



## Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

HAMMONDS OF KNUTSFORD PLC  
Warford Grange farm  
Pedley House Lane  
Great Warford  
Cheshire  
WA16 7SP

Originator's Identification Number

8	3	8	4	6	1
---	---	---	---	---	---

Name(s) of Account Holder(s)


Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

FOR HAMMONDS OF KNUTSFORD OFFICIAL USE ONLY  
This is not part of the instruction to your Bank or Building Society.

**Instruction to your Bank or Building Society**

Please pay Hammonds of Knutsford Plc Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Hammonds of Knutsford Plc and if so, details will be passed electronically to my Bank/Building Society.

Signatures
Date

Reference

H	a	m	m	o	n	d	s											
---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DD11

----- This guarantee should be detached and retained by the Payer. -----

## The Direct Debit Guarantee



- 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 frequency of your Direct Debit Hammonds of Knutsford PLC will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Hammonds of Knutsford PLC 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 Hammonds of Knutsford PLC 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 Hammonds of Knutsford PLC 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.

# HAMMONDS OF KNUTSFORD PLC

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## The Grapevine

Our weekly newsletter is called The Grapevine. This contains essential information that you keeps you up to date with any changes in our products range.

There are many advantages to our weekly email, including;

- We know that our core working hours of 8.30am-5pm aren't always the most convenient to you. This new system allows **YOU** to place your order whenever you want, at a time that is most convenient to **YOU**.
- We will also show you what you have ordered on your last 4 orders, so it may be more obvious what **YOU** might need
- We can email you this form at any time, on any day of the week of your choosing, on as many days as **YOU** like, on a weekly basis.
- Just enter the quantities **YOU** require and email/fax it back
- **YOU** will always be kept informed about price changes and receive the most current prices
- If we are running any special offers/promotions we will let **YOU** know
- We will let **YOU** know about any new products we now have in stock.

### Please let us know when you would like to receive yours:

Day (circle)	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday			
Time (circle)	03:00	03:30	04:00	04:30	05:00	05:30	06:00	06:30	07:00	07:30
	08:00	08:30	09:00	09:30	10:00	10:30	11:00	11:30	12:00	12:30
	13:00	13:30	14:00	14:30	15:00	15:30	16:00	16:30	17:00	17:30
	18:00	18:30	19:00	19:30	20:00					
Email Address										
Order in Bottles Only? (circle)	Yes	No								

# HAMMONDS OF KNUTSFORD PLC

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## DEED OF GUARANTEE

### Guarantor's Details ("Guarantor")

(Full name)

Name:

Home Address:

### Customer Details ("Customer")

(Full name)

Name:

Address:

### Terms

#### 1. Interpretation

In this Deed:

"Hammonds" means Hammonds of Knutsford PLC. and any of Hammonds associated companies that Hammonds may specify and anyone claiming any right through Hammonds and any person that Hammonds transfer any part of this Deed or the security or guarantee to.

"Documents" means all agreements (whether oral or in writing) made between Hammonds and the Customer whether or not any other person is also a party thereto and whether made before or after the date of this Deed.

"Guaranteed Liabilities" means all monies, loans, debts and Liabilities of any nature from time to time due, owing or incurred by the Customer to or in favour of Hammonds under or in connection with any of the Documents.

"Rights" means any security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

#### 2. Guarantee and Indemnity

The Guarantor irrevocably and unconditionally guarantees: to pay to Hammonds on demand the Guaranteed Liabilities; and

2.2 the due and punctual performance and discharge by the Customer of all of its obligations and liabilities under each of the Documents.

2.3 to indemnify Hammonds on demand against all losses, costs and expenses suffered or incurred by Hammonds arising from or in connection with:

- Hammonds making available any credit, facilities, goods or services under the Documents; or
- Hammonds entering into any of the Documents;
- any of the Documents being or becoming void, voidable, invalid or unenforceable; and
- the failure by the Customer fully and promptly to perform and discharge any of its obligations and liabilities under any of the Documents.

2.4 to indemnify Hammonds against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by Hammonds in relation to this Deed including the enforcement of this Deed.

#### 3 Creditor Protections

3.1 This Deed is and shall at all times be a continuing security and shall cover the ultimate balance due at any time from the Customer to Hammonds under or in respect of any of the Documents.

3.2 The liability of the Guarantor under this Deed shall not be reduced, discharged or otherwise adversely affected by:

- any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which Hammonds may now or after the date of this Deed have from or against any of the Customer or any other person in respect of the Documents and Guaranteed Liabilities; or
- any act or omission by Hammonds or any other person in taking up, perfecting or enforcing any security, indemnity, or guarantee from or against the Customer or any other person; or
- any termination, amendment, variation, innovation or

supplement of or to any of the Documents; or

- any grant of time, indulgence, waiver or concession to any of the Customer and any other person; or

- any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability by operation of law, and any change in the constitution, name and style of any of the Customer and any other person; or

- any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of any of the Customer and any other person; or

- any claim or enforcement of payment from any of the Customer and any other person; or

- any act or omission which would have discharged or affected the liability of the Guarantor had he/she been a Customer instead of guarantor or indemnifier or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Guarantor or otherwise reduce or extinguish his/her liability under this Deed.

3.3 Hammonds shall not be obliged before taking steps to enforce any of its rights and remedies under this Deed:

- to take any action or obtain judgment in any Court against the Customer or any other person; or
- to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Customer or any other person; or
- to make demand, enforce or seek to enforce any claim, right or remedy against the Customer or any other person.

3.4 The Guarantor warrants to Hammonds that he/she has not taken or received, and agrees not to take, exercise or receive the benefit of any Rights from or against any of the Customer and any other person in respect of any liability of or payment by the Guarantor under this Deed.

3.5 If any Rights is taken, exercised or received by the Guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Guarantor on trust for Hammonds for application in or towards the discharge of the Guaranteed Liabilities and on demand by Hammonds, the Guarantor shall immediately transfer, assign or pay the Rights and all monies from time to time held on trust under this clause to Hammonds.

3.6 This Deed is in addition to and shall not affect nor be affected by or merge with any other judgment, security, right or remedy obtained or held by Hammonds from time to time for the discharge and performance of the Customer in respect of the Guaranteed Liabilities.

#### 4. Interest

The Guarantor agrees to pay interest to Hammonds at the rate of 4% per annum above the base rate of Bank Of England on all sums demanded under this Deed from the date of Hammonds demand to the date of payment or, if earlier, the date on which the relevant damages, losses, costs or expenses arose. Interest shall accrue on a day to day basis and shall be compounded on the last day of each month.

#### 5. Suspense Account

Hammonds may place any money it receives under this Deed into a suspense account in order to preserve the rights of Hammonds to prove for the full amount of all its claims against the

# HAMMONDS OF KNUTSFORD PLC

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## Terms (Continued)

Customer or any other person in respect of the Guaranteed Liabilities.

### 6. New Accounts

If the security created by this Deed ceases to be continuing for whatever reason, then Hammonds may open a new account or accounts in the name of the Customer.

If Hammonds does not open a new account or accounts as above, it shall nevertheless be treated as if it had done so at the time that this Deed ceased to be continuing.

As from that time, all payments made to Hammonds by or On behalf of the Customer shall be credited or be treated as Having been credited to the new account or accounts and shall not operate to reduce the amount for which this Deed is available at that time nor shall the liability of the Guarantor under this Deed in any manner be reduced or affected by any subsequent transactions, receipts or payments.

### 7. Discharge to be conditional

7.1 Any release, discharge or settlement between the Guarantor And Hammonds in relation to this Deed shall be conditional upon no right, security, disposition, or payment to Hammonds by the Guarantor, the Customer or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to the breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.

7.2 If any such right, security or disposition or payment is avoided, set aside or ordered to be refunded, Hammonds will be entitled to enforce this Deed against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment had not been made.

### 8. Payments

All sums payable by the Guarantor under this Deed shall be paid to Hammonds without any set-off, condition or counterclaim.

### 9. Costs

The Guarantor shall, on demand and on a full indemnity basis, pay to Hammonds all costs and expenses which Hammonds incurs in connection with:

- the preparation, negotiation, execution and delivery of this Deed;
- any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Deed;
- any discharge or release of this Deed;
- the preservation or exercise and enforcement of any rights under, or in connection with this Deed.

### 10. Set-Off

Hammonds may, without notice to the Guarantor, apply any Credit balance which is at any time held by Hammonds for the

account of the Guarantor in or towards satisfaction of any sum due and payable from the Guarantor under this Deed. Hammonds is not obliged to exercise any of its rights under this clause, which shall be without prejudice and in addition to any rights under law.

### 11. Communications

11.1 Any demand or notice under this Deed shall be in writing delivered personally or sent by pre-paid first class letter or fax and be sent to the Guarantor at the address given above or to such other address or fax number as notified to Hammonds.

11.2 Any demand or notice shall be deemed to have been received:

- if sent by fax, with a confirmation of transmission, on the day that it was transmitted, unless outside normal business hours and then it will be deemed delivered the next day;
- if given by hand, on the day of actual delivery, unless outside normal business hours and then it will be deemed delivered the next day; and
- if posted, on the second Business Day following the day on which it was sent by pre-paid first class post.

### 12. Transfers

12.1 This Deed is freely assignable or transferable by Hammonds.

12.2 The Guarantor may not assign any of his/her rights and may not transfer any of his/her obligations under this Deed or enter into any transaction which would result in any of those rights or obligations passing to another person.

### 13. Miscellaneous

13.1 No delay or omission on the part of Hammonds in exercising any right or remedy or operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy.

13.2 Hammonds' rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as Hammonds deems expedient.

13.3 If at any time any one or more of the provisions in this Deed is or becomes illegal, invalid or unenforceable in any respect under any law or jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall be in anyway affected or impaired as a result.

### 14. Law and Jurisdiction

This Deed is governed by and shall be construed in accordance with English Law.

By signing this Deed you are confirming that you have read and understood the Deed and have carefully considered taking legal advice but have declined that opportunity.

EXECUTED AS A DEED by

[Guarantor to sign here]

DATED:

I confirm that the Guarantor signed this Deed in my presence

Witness signature:

Witness Name:

Witness Address:

Witness Occupation