



Trade Customer Application Form

Kamo Premium Vodka Ltd
35-37 High Street
Barrow Upon Soar
Leicestershire, LE12 8PY
United Kingdom

Applicant Type: Sole Trader Limited Company Partnership Club/Association

Company name: _____

Trading Name: (if different) _____

Trading Address: _____

VAT Registration No: _____

AWRS No (if applicable): _____

Limited Company Details Only:

Company Registration No: _____

Registered Office Address: _____

Director's Name: _____

Director's Name: _____

Home Address _____

Home Address _____

Date of Birth: _____

Date of Birth: _____

Tel/Mob: _____

Tel/Mob: _____

Email: _____

Email: _____

Sole Trader/Partnership/Club & Association Only:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Date of Birth: _____

Date of Birth: _____

Tel/Mob: _____

Tel/Mob: _____

Email: _____

Email: _____

Payment Terms:

Pro-forma _____

Average Weekly Spend: £ _____

Payment Method:

Credit/Debit Card

Bank Transfer

Other (For office use only)

Banking Details:

Account Name:

Account Number:

Account Sort Code:

Invoice Details:

Invoice Address:

Business Telephone Number:

Mobile:

Contact Person For Payment:

Email:

Delivery Address:

Delivery Address:

Contact Person For Delivery:

Tel:

Delivery Day:

Email:

Delivery Instructions:

Identity Verification:

Please provide a copy of the following documents:

1. Company Corporation Certificate (if applicable)
2. VAT Certificate
3. Utility Bill (usually within the last 3 months)
4. Photographic ID of Directors

I, as duly authorised to enter into agreements on behalf of the Customer, acknowledge and agree by signing this form that:-

in consideration of Kamo Premium Vodka Ltd agreeing to supply goods to the Customer, the terms and conditions and Privacy Policy overleaf shall (except such are varied or extended in accordance with their terms) exclusively govern each and every supply, with the effect from the date of signature shown below; and

(ii) where Kamo Premium Vodka Ltd is considering providing a credit facility it shall be entitled to carry out such credit checks (including use of credit reference agencies) as and when necessary during the course of this contract for the purposes of its decision whether to provide or continue to provide such facility.

Customer Sign: _____

Customer Sign: _____

Customer Name: _____

Customer Name: _____

Date: _____

Date: _____

Please tick this box if you would not like to be updated on new products, sales and offers

Terms and Conditions of Sale

Terms and Conditions

1. **AVAILABILITY** - All Products are sold subject to availability.
2. **PRICES & PAYMENTS** - The prices of the Goods shall be as featured in the Company's price list at the time of placement of any Order.

In addition to all amounts payable under the Contracts, the Customer shall pay all applicable taxes including Value Added Tax. Commodities may be available in single bottles, except where stated otherwise in the Company's price list, but these may be subject to a surcharge.

Payment for the Goods shall be made by the Customer by cash/card/bank transfer prior to delivery and prior to the unloading of the Goods. A charge of £50.00 + VAT will be applicable on any represented or unpaid fees. If the Company has granted credit facilities to the Customer, payment for the Goods shall be made within 7 days from the date the delivery took place.

The Customer shall not deduct from the price of the Goods (and related costs charged by the Company) any other monies due or claimed to be due to the Customer from the Company in respect of the Contract or any other contract.

If the Customer fails to make payment in accordance with the Conditions the Company shall be entitled without further notice to:

1. Terminate this Contract immediately upon written notice and any other contract with the Customer or suspend all further deliveries of Goods.
2. Charge the Customer interest in accordance with the 'Late Payment of Commercial Debt Interest act 1998' from the date payment was due until the date on which payment is made.
3. Request all other sums due from the Customer to be paid immediately.
4. Charge the Customer for any third-party charges incurred by the Company in connection with any failure to make payment, including but not limited to legal costs and bank charges for rejecting or presenting cheques.

3. **DELIVERY** - Any time or date for delivery of the Goods given by the Company shall only be an estimate. The Company shall use its reasonable endeavours to comply with such estimated time or date for delivery, but time of delivery shall not be of the essence and the Company shall not be held liable for any loss or damage howsoever resulting to the Customer by reason of delay in delivery.

The Company shall be entitled to determine, in its reasonable opinion, the actual method, date and time of delivery and will not be obliged to deliver Goods outside mainland England, Scotland and Wales. Delivery of the Goods shall be deemed to take place when the Goods arrive at the address designated for delivery.

The Customer shall ensure that the Company (or its agent or carrier as applicable) shall have sufficient access to the designated premises for delivery to enable safe and proper delivery of the Goods. If this obligation is not fulfilled by the Customer, the Company may charge the Customer for any additional costs and expenditure incurred by the Company as a result of such failure.

The Company shall be entitled but not required to deliver the Goods in instalments and to invoice the Customer for each instalment.

If the Customer refuses or fails to take delivery of the Goods at a time when the Company could reasonably expect the Customer to take delivery then, without prejudice to any other right or remedy available to the Company, the Company may:

1. Withhold delivery of any other Goods.
2. Store the Goods until actual delivery is made and charge the Customer for the costs (including insurance) of storage.
3. Sell the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) give the Customer a credit of such amount against the price payable for such Goods under the Contract; and in any case shall be entitled to charge interest (both before and after judgment) on the price payable for the Goods under the Contract at 8% above the base rate from time to time of National Westminster Bank plc from the date of delivery until the date on which the Goods are actually received by the Customer.

The Company shall have no liability to the Customer in respect of damage to the outside packaging containing the Goods where it appears damaged on receipt by the Customer, or where fewer than the number of Goods indicated on the delivery note are actually received by the Customer, unless the Customer notifies the Company of such damage or short delivery in writing received by the Company within two days of receipt of the Goods or invoices as appropriate otherwise than merely by a note on the delivery note.

If the Goods have not been delivered despite receipt by the Customer of the Company's invoice relating to them, then unless the Customer notifies the Company within 5 days after the date of such invoice no claim against the Company may be made in respect of non-delivery of those Goods.

If the Company agrees that the Customer has a valid claim for any damage caused to Goods during transit or short delivery, the Company's only obligation in respect of such loss or damage shall, at the Company's option, be to:

1. Make good any damage or short delivery of the Goods.
2. Replace such damaged Goods which have been returned to it by and at the expense of the Customer.
3. In either case make a full refund in respect of such Goods; and such making good, replacement or refund shall be the Customer's sole remedy in respect of any claims it has for any damage caused to Goods during transit or short delivery.

The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within two days of the date when the Goods would in the ordinary course of events have been received.

Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the Contract rate price against any invoice raised for such Goods.

4. **WARRANTIES & RETURNS** - The Company warrants that the Goods shall be delivered to the Customer in a materially undamaged condition and free from any material defects.

If any of the Goods are defective and are covered by the warranty the Company shall at its sole option either supply replacement Goods or refund the price which has been paid by the Customer for the defective Goods. Such replacement or refund shall be the Customer's sole responsibility to notify the driver at the time of delivery.

Except as expressly provided by these Conditions, the Company shall not be liable, howsoever arising, including without limitation in connection with or arising out of the design, manufacture, supply, use of or otherwise relating to the Goods (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), for any:

1. Loss of anticipated profits and/or damage to goodwill
2. Pure economic and/or other similar losses.
3. Special damages.
4. Aggravated, punitive and/or exemplary damages.
5. Consequential losses and/or indirect losses.
6. Loss and/or corruption of data.
7. Business interruption, wasted overheads, loss of business, loss of contracts and/or loss of opportunity.

Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by its own negligence, any liability for fraud or fraudulent misrepresentation or any other liability which the Company is not permitted to exclude or limit as a matter of law.

5. **CANCELLATION OF ORDERS** - Cancellation of orders can only be made 48 hours prior to accepting delivery of the goods. If cancellation is made during the 48 hour period then an administrative charge of £50.00 + VAT will be charged to the customer. Any deposits made will be non-refundable.

6. **RETENTION OF TITLE** - Property and title in the goods shall remain with the Company and shall not pass to the Customer until such time as the Company has received payment in full of all monies owed. Furthermore the goods are to be stored separately or to be kept in such a way that they can be readily identified as being the property of the Company.

Privacy Policy

Kamo Premium Vodka Ltd will be what's known as the 'Controller' of the personal data you provide to us. We only collect basic personal data about you which does not include any special types of information or location-based information. This does however include name, address, email, phone number.

Why we need your data

We need to know your basic personal data in order to provide you with on-going business services relating to the wholesale of alcoholic beverages. We will not collect any personal data from you we do not need in order to provide and oversee this service to you.

What we do with your data

All the personal data we process is processed by our staff in the UK however for the purposes of IT hosting and maintenance this information is located on servers within the European Union. No 3rd parties have access to your personal data unless the law allows them to do so.

We would like to use your name and email address to inform you of our future offers and similar products. This information is not shared with third purposes and you can unsubscribe at any time via phone or email.

We have a Data Protection regime in place to oversee the effective and secure processing of your personal data.

How long we keep your data

We are required under UK tax law to keep your basic personal data (name, address, contact details) for a minimum of 6 years after which time it will be destroyed. Your information we use for marketing purposes will be kept with us until you notify us that you no longer wish to receive this information. ***What are your rights***

If at any point you believe the information we process on you is incorrect you can request to see this information and have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact us to have the matter investigated. info@kamovodka.com