



Standard Terms and Conditions of Sale

Placing Orders

When you order, we will require your name and address. Without this information we will not be able to process your request or notify you of acceptance of your order.

In the case of wholesalers or distributors we will also require a purchase order number and a signed document detailing the order.

A contact telephone number will also be required so that we may contact you if there is a problem with your order. We may, unless you advise us otherwise, pass your address and contact number to our couriers or other agents in case they need to contact you to arrange the processing or delivery of your order.

Payment Terms

If you have an established credit account our standard terms are 30 days from the date of invoice. New accounts terms are 14 days for the first 3 month period. All goods will remain the property of Simply Ice Cream Limited until paid for in full. If you do not have a credit account your order will only be processed if payment in cash or cheque is made upon delivery.

Payment can be made by cash or cheque or depositing funds directly into Simply Ice Cream Limited account via BACS payment. BACS details for Simply Ice Cream are:

Bank: **HSBC**
Account name: **Simply Ice Cream Ltd**
Sort Code: **40-08-32**
Account No: **51766570**

Please ensure that all BACS payments state Invoice reference number.

Please note that we work with a debt recovery agency to recover any outstanding debts. Any outstanding debtor who are passed to the agency will incur further costs in addition to the outstanding balance.

Charges on Overdue Accounts

Any invoices unpaid and therefore in breach of our Net 30 Day terms will have a 5% surcharge incurred on them from date of invoice. Please ensure prompt payment of accounts to avoid such charges.

Setting up a Credit Account

To set up a credit account you will be required to complete an account application which can be mailed to you or sent via email. Please note that it can take a few weeks to obtain references.

Please note that credit facilities may be reduced or withdrawn if invoices are not paid in accordance with our standard payment terms.

Where credit facilities are withdrawn, all outstanding amounts will become due for immediate payment and overdue charges as detailed above will be applied.

Prices and VAT

All prices are quoted net of VAT and may be subject to alteration from time to time which will be given in notification at least 2 weeks prior to any increases are applied. Please note that all products attract VAT at the standard rate. Prices are correct at time of going to press, errors and admissions accepted.

Stock Availability

Although we endeavour to ensure most items in our product Price Lists are available from stock, please note that where stock is not available there may be a delay in fulfilling all or part of your order. When an order is placed, we will confirm if any item is out of stock and will advise an estimated time as to when it will be available for delivery. We will then offer the option of accepting the incomplete order now and then adding the missing item to your next order or holding the whole order until all items are in stock.

Delivery conditions

Delivery of your order will occur as soon as possible after the placement of the order, or on a specific date requested in accordance with the delivery times as advised by our telesales department.

Returns, Refunds and Cancellations

No products are sold on a sale or return basis. Orders for standard items may be cancelled at any time prior to dispatch. Goods should be inspected at the time of delivery and any damages or shortages must be reported to us within 3 working days of receipt of the goods for a credit note to be issued or a replacement to be dispatched. If you are unable to inspect the goods at the time of delivery please ensure that the goods are signed for as "goods unchecked" from the carrier. Without this we will be unable to make a claim from the carrier for damages if applicable.

Law

The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English Courts. English law shall be the proper law of the contract.