



## Standard Terms and Conditions of Trading

The following terms and conditions will govern any contract for the sale of product that we enter with you.

### 1. Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

1. "The Contract" – means any written or verbal request to supply product subject to the terms and conditions.
2. "The Customer" – means the person or entity who places an order for the product and whose order is accepted by the Supplier.
3. "Commencement of the Contract" – means the date upon which the earliest of the events in clause 3.3 of the terms and conditions occurs.
4. "Parties" – means the parties to the contract being the Supplier and the Customer.
5. "The Product" – means the ambient, frozen and chilled foods/cleaning materials/ and any other product or service forming the subject matter of the contract (including any instalment or parts of such product)
6. "Quotation" – means any quotation given by the Supplier to the Customer in response to an enquiry about the sale and purchase of the Product.
7. "The Supplier" – means Harvest Fine Foods Ltd.
8. "Terms and Conditions" – means these terms and conditions of sale.
9. Words in the singular include the plural and words in the plural include the singular. Headings in these Terms and Conditions do not affect the interpretation of these Terms and Conditions. Any reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any reference to subordinate legislation for the time being in force made under it.

### 2. Quotations

1. All Quotations are given subject to these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply).
2. All Quotations are given for information only and do not constitute an offer by the Supplier to supply the Product referred to in them.
3. For the avoidance of doubt, where the Customer makes an order on the basis of a Quotation from the Supplier, no contract will come into existence other than in accordance with clause 3.3 of these Terms and Conditions.
4. All Quotations will remain valid for a period of 30 days, unless earlier withdrawn by the supplier or otherwise agreed in writing by the supplier.

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Totter, Southampton SO40 3SA T 01202 470444

[harvestfinefoods.co.uk](http://harvestfinefoods.co.uk)

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A company registered in England and Wales |  
VAT number 643 9946 92 |  
Registered number 04153804 |  
Registered office 814 Leigh Road, Slough, England, SL1 4BD



**CATERFOOD**  
BUYING GROUP



### 3. Supply of the Products

1. The Supplier shall supply and the Customer shall purchase the Product as principals only, to the intent and with the effect that no other party shall have the rights or the obligations or be entitled to sue, or are liable to be sued, under the Contract.
2. The Supplier shall sell and the Customer shall purchase the Product subject to these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply).
3. No contract shall come into existence until the Customer's order (however given) is accepted by the earliest of
  - a. Written confirmation by the Supplier or;
  - b. Receipt by the Customer of the Product
4. The Supplier shall not be under any obligation to continue to supply all or any of the Product prior to the acceptance of each order, and the Supplier reserves the right in its absolute discretion to refuse to accept any order for the Product.
5. All Products offered are subject to availability. The Supplier shall not be liable for any incidental or consequential damages arising from failure to supply Product.

### 4. Price

1. All prices quoted are exclusive of Value Added Tax and any other applicable taxes and duties which shall be payable by the Customer. The Supplier may make reasonable additional charges for complying with any special requirements of the Customer.
2. The Supplier reserves the right at any time before delivery to increase the price of the Product to reflect an increase in cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any alteration of duties, significant increase in the cost of labour, materials, transport, or other costs of manufacture, market fluctuations, currency exchange rates), any change in delivery dates, quantities or specifications requested by the Customer or any delay or expense caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

### 5. Terms of Payment

1. Payment for the Product shall be made by way of direct debit, card payment or direct bank transfer to the Suppliers Bank Account, details of which shall be provided to the Customer.

### 6. All invoices are paid as follows:

1. *No credit* account: in advance or on delivery
2. *Weekly Credit Account*: on Friday of the week following delivery.
3. *14-day Credit Account*: on Friday of the 2nd week following delivery.
4. *Monthly Credit*: within 7, 14, or 30 days of statement in cleared funds and time of payment is of the essence in the Contract.

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5. Credit terms will only be offered after the completion of a Credit Application Form and will be at the sole discretion of the Supplier.
6. Payment terms offered will be confirmed by letter after the completion of a Credit Application Form.
7. In no circumstances shall the Customer be entitled to make any deduction or retention from the price or withhold payment. The Supplier shall have the right to demand advance payment on delivery.
8. If payment is not received within the agreed time, the Supplier shall be entitled, without prejudice to any other remedy to:
  - a. Cancel the Contract and any other agreement between the Parties; and/or
  - b. Suspend delivery under any Contract and any other agreement between the Parties until payment is made.
9. The Supplier reserves the right to review, vary or withdraw credit facilities at any time. In the event that the trade between the Supplier and the Customer ceases for any reason the full amount of any outstanding credit owing to the Supplier shall become immediately due for payment and must be paid in cleared funds within 5 working days of such cessation.
10. Any invoice beyond the agreed date of payment shall be deemed "Overdue".
11. Overdue invoices will be subject to the statutory right to claim interest and compensation for debt recovery costs under the late payment legislation.
12. Any payment received from the Customer which is returned by the Bank or which is re-presented will incur an administration charge to cover the costs incurred by the Supplier.
13. Where the Customer is a Limited Company the directors of the Customer undertake that they will be personally jointly and severally liable for any monies outstanding to the Supplier in the event that the Customer fails to pay.
14. Where the Customer is a limited liability partnership you agree that each of the members will be personally jointly and severally liable for any monies outstanding to the Supplier in the event that the Customer fails to pay.
15. Where the Customer is a society, unincorporated association or trust the executive officers/trustees of the organisation agree that each of the officer/trustees will be personally jointly and severally liable for any monies outstanding to the Supplier in the event that the Customer fails to pay.
16. The Credit agreement is non-transferable and made between the Parties. The Customer agrees to inform the Supplier of any change of ownership at least 30 days in advance of any such change. The Customer agrees to make full payment of all outstanding invoices prior to any transfer of ownership taking place.
17. The Supplier shall have the exclusive right to appropriate any payments received from the Customer in the discharge of any monies due for goods supplied to the Customer.

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18. If the Customer disputes any invoice:
  - a. the Customer shall notify the Supplier by email ([accounts@harvestfinefoods.co.uk](mailto:accounts@harvestfinefoods.co.uk)) within 5 days of the date of receipt of the invoice, specifying the reasons for disputing the invoice;
  - b. the Supplier shall provide all evidence as may be reasonably necessary to verify the disputed invoice;
  - c. the Customer shall pay to the Supplier all amounts not disputed by the Customer on the due date as per the terms of the agreed credit facilities.

## 7. Title/Risk.

1. The provisions of this clause shall be severable. If any of the provisions is, or shall become invalid, illegal or unenforceable, the other provisions shall not thereby be affected.
2. Risk of damage to or loss of the Product shall pass to the Customer from time of delivery to the Customer.
3. No legal or equitable title to or interest in the Product shall pass to the Customer until all monies due and owing by the Customer to the Supplier (whether in respect of the Product, under the Contract or otherwise) have been received by the Supplier in cleared funds in accordance with clause 7.4 below.
4. The Supplier authorises the Customer to use/re-sell the Product and title to the Product shall pass to the Customer at the point of such use.
5. The Customer shall hold the Product as bailee of the Supplier until title in the Product passes to the Customer in accordance with 7.3 or 7.4 above. The terms of such bailment are that the Customer shall:
  - a. Store the Product separately from all other goods of the Customer or any other third party in such a way that it remains readily identifiable as the property of the Supplier and the Supplier may inspect the Customer's premises to check compliance with this provision;
  - b. Maintain the products in the state in which it was delivered;
  - c. Store the Product following storage instructions from the Supplier,
6. Not destroy, deface or obscure any identifying mark or packaging on or relating to the product;
7. Keep the Product insured on the Suppliers behalf for its full invoice price against all risks.
8. The Customer shall warrant that having undertaken title of the Product in accordance with 7.4 (above) that they shall pay all monies due and owing and shall not default on that payment.
9. The Supplier may enter the premises of the customer at any time and recover the product or any other goods that the Supplier has supplied to the Customer:
  - a. in the event of non-payment of any amounts due to the Supplier by their due date (whether overdue or otherwise); or
  - b. as provided in clause 13 below

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## 8. Minimum Order

1. The Customer agrees to pay a delivery surcharge which the Supplier may in its discretion levy in the event that the Customer's order does not meet the minimum order value of £50.00.

## 9. Delivery

1. The Supplier will use all reasonable endeavours to deliver the Product within the time stated, however any delivery date or time stated by the supplier shall be approximate only and the time of the delivery shall not be the essence of the Contract. The Supplier will endeavour to give the Customer reasonable notice if it becomes aware that delivery is likely to be delayed. The Supplier shall under no circumstances be liable for any loss or damage arising from delay however caused.
2. Unless otherwise agreed in writing, the Supplier shall arrange for the carriage of the Product and deliver it to the Customer's place of business or such other place nominated by the Customer.
3. Each delivery of consignment shall stand as a separate contract.
4. The quantity and weight of any consignment of the Product as recorded by the Supplier upon despatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer notifies the Supplier in accordance with clause 10. Deviations of 10% whether in deficit or in excess will constitute fulfilment of any order.
5. If there is no one available at the Customer's premises to accept delivery of the Product then the delivery driver may at his discretion leave the Product at the Customer's business location. In this instance the Customer agrees that the delivery driver will check that the order has been fulfilled and the driver's signature for the goods constitutes fulfilment of the Contract.

## 10. Cancellations and Charges

1. The Customer agrees to pay any restocking charge and/or administrative charge which the Supplier may levy in the event that the Order is cancelled by the Customer after the order has been processed, picked or dispatched.

## 11. Notifications of Damage, Non-Delivery and Defects

1. Any damages, shortages, or defects must be advised at the time of delivery to the Supplier's delivery driver and noted on the driver's delivery docket and the sales office must be notified by email ([customerservices@harvestfinefoods.co.uk](mailto:customerservices@harvestfinefoods.co.uk)) by 18:00hrs on the day of the delivery. Any claims made thereafter cannot be processed.

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## 12. Returns

1. The Product in original condition and in unbroken, undamaged cartons with their original labels, may with the prior written approval of the Supplier, be returned for credit less freight charges both ways, and a restocking charge to the Customer's account within 14 days of delivery.
2. Once accepted and agreed, chilled and frozen goods cannot be returned for credit.
3. The Supplier reserves the right to impose a 25% handling charge for any returned goods mis-ordered unwanted or without product defect.

## 13. Limitation of Liability

1. The Supplier Warrants that Product delivered to the Customer shall meet the Supplier's standard specification for such product or any special specifications that are specifically agreed upon, in writing, between the supplier and the Customer. The Supplier makes no other express warranties. No warranties shall be implied for any particular use or purpose, or as to any other matter. The Customer assumes all risks from the use of any Product, or in combination with any other substances. The Supplier shall not be liable for any incidental or consequential damages.
2. If the Customer establishes to the Suppliers reasonable satisfaction that the Product is not in accordance with the Contract or is defective, the Customers sole remedy shall be limited at the option of the Supplier either to replacement of the Product or refund of the purchase price upon return of the Product. The Customer shall not be entitled to make any charge for rejection of the Product.
3. Except in the case of death or personal injury caused by negligence of the Supplier or a fraudulent misrepresentation made by the Supplier, the Supplier's liability for any damages of any kind including without limitation, direct, indirect, incidental, punitive, special and consequential damages (including without limitation loss of profits or loss of revenue) arising out of or in connection with the Product supplied, will be limited in aggregate to the amount equivalent to the price of the Customer's unfulfilled order that was accepted by the Supplier under the Contract.

## 14. Termination by the Supplier

1. Without prejudice to any other rights to which it may be entitled, the Supplier shall have the right to determine or suspend performance under the Contract with immediate effect and to enter the premises of the Customer or any third party where the Product is stored and repossess the Product to the extent that monies owing to the Supplier if:
  - a. The Customer is in default or commits a breach of the contract or these terms and conditions;

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- b. An order is placed or a resolution is passed for the winding up of the Customer or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the customer;
  - c. An order is made for the appointment of an administrator to manage the affairs, business and property of the Customer or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986);
  - d. A receiver is appointed of any of the Customer's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer or is any other person takes possession of or sells the Customer's assets;
  - e. The Customer makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
  - f. The Customer ceases to trade;
  - g. There is a change of control of the Customer within the meaning of Section 840 of the Income and Corporation Taxes Act 1988.
2. If any circumstances set out in the clause above become applicable, and Product has been delivered to the Customer but has not been paid for, the price shall become immediately due and payable notwithstanding any previous arrangement to the contrary.

#### **15. Termination by the Customer**

1. Where the Supplier holds stock in order to provide quantities of the Product expected to be ordered by the Customer in order to fulfil the Customer's requirements, the Supplier may charge the Customer on termination either an additional sum equal to the value of its purchases in the previous three-month period or the value of the amount of the Product specifically held by the Supplier for the Customer, whichever is the higher, unless the Customer has given to the Supplier 3 (three) months' written notice of termination.

#### **16. Events outside the Supplier's Control**

1. The Supplier will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is caused by any act or event beyond its reasonable control (Event Outside The Supplier's Control.).
2. If an Event Outside the Supplier's Control takes place that affects the performance of the Supplier's obligations under the Contract:
  - a. The Supplier will notify the Customer as soon as reasonably possible; and
  - b. The Supplier's obligations under the Contract will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside The

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Supplier's Control. Where the Event Outside The Supplier's Control affects the delivery of Product to the Customer, the Supplier will arrange a new delivery date with the customer after the Event Outside The Suppliers Control is over.

- c. The Customer may cancel the Contract if an Event Outside The Supplier's control has continued for more than thirty (30) days.

## 17. Notices

1. Unless otherwise agreed, all notices which are required to be given hereunder shall be in writing and shall be delivered by hand or sent by first class post:
2. In the case of notices to the Supplier, to the trading address being Units 6-9, South Hampshire Industrial Park, Brunel Road, Totton, Southampton SO40 3SA
3. In the case of the Customer, to the registered office or such other address as shall be notified to the Supplier by the Customer.

## 18. Ordering Online and through the Suppliers App

1. *Placing an order:* Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the Product specified in the order subject to these terms.
2. *Correcting input errors:* The Supplier's order process allows the Customer to check and amend any errors before submitting their order to the Supplier. Please check the order carefully before confirming it. The Customer is responsible for ensuring that their order (and any specification submitted by them) is complete and accurate.
3. *Acknowledging receipt of the Customer's order:* After the Customer places an order, they will receive an email from the Supplier acknowledging that the order has been received. Please note that this does not mean that the Customer's order has been accepted. The Supplier's acceptance of the Customer's order will take place as described in clause 3.

## 19. Accepting an order

1. The Supplier's acceptance of the Customer's order takes place when the Supplier sends the email to the Customer to accept it, at which point the Contract between the parties will come into existence.
2. If the Supplier is unable to supply the Customer with the Product for any reason, the Supplier will inform the Customer of this by email and will not process the order. If the Customer has already paid for the Product, the Supplier will refund the full amount including any delivery costs charged as soon as possible.
3. The images of the Product on the Supplier's website are for illustrative purposes only. Although the Supplier has made every effort to display the colours accurately, the Supplier cannot guarantee any computer's display of the colours accurately reflect the colour of the Product. The colour of the Customer's Product may vary slightly from those images.
4. The packaging of the Product may vary from that shown on images on the website.

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5. The price of the Product will be as quoted on the website at the time of submission of the Customer's order. The Supplier will use best efforts to ensure that the price of Product is correct at the time when the relevant information was entered onto the system.
6. The Supplier has the right to change the price of the Product featured or mentioned on the website at any time without prior notice. If any price is obviously incorrect, the Supplier will not be bound by it. The Supplier accepts no responsibility for keeping the information on the web pages up to date or liability for failure to do so.
7. The website may contain links to other websites. Such other websites are not under the control or maintained by the Supplier. The Supplier is not responsible for the content of such websites. The Supplier provides these links for the Customer's convenience only but does not endorse them. The Supplier cannot accept any liability whatsoever and howsoever arising in relation to any such other website or in relation to any material or information appearing on them or which the Customer may otherwise come across after leaving the Supplier's site by way of a hypertext link or any other means.
8. While the Supplier will endeavour to ensure its website is free from technical errors and viruses, the Supplier makes no warranty that its website (or any websites that are linked to its website) is free from such viruses or any other malicious or impairing computer programs.

## **20. General**

1. If any of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that Term or Condition shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining Terms and Conditions.
2. Failure by the Supplier to enforce any of these Terms and Conditions will not constitute a waiver of its rights to subsequently enforce such or any other of the Terms and Conditions.
3. The Supplier may assign or transfer its rights and obligations under the Contract to another entity.
4. The Customer is not permitted to assign or otherwise transfer the Contract or any of its rights and obligations hereunder, whether in whole or in part, without the prior written consent of the Supplier.
5. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties Act 1999) to enforce any part of the Contract.

## **21. Jurisdiction**

1. The Contract shall be governed by and construed in accordance with the laws of England and shall be subject to the non-exclusive jurisdiction of the English Courts.

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## 22. Variation

1. Any typographical, clerical or other error or omission in any brochure, sales literature, quotation, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction any time without any liability on the part of the Supplier.
2. No officer, servant or agent of the Supplier has the authority to vary this contract except with the express written consent from a Director of the Supplier, and the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

## 23. Allergens

1. While the Supplier makes every effort to ensure that the allergens relating to products supplied are accurate both on its website and on any reports submitted to the Customer, the Supplier cannot be held liable for any changes to these allergens. It is the responsibility of the Customer to check the packaging on products to validate the allergen information suits the Customer's purpose.
2. Although a manufacturer may change allergen information there may be surplus stock in the system to use prior to the new stock being delivered. It is therefore the Customers responsibility to check individual packaging of product allergens.
3. Allergens are subject to change by manufacturers without notification and the Supplier cannot be held liable for any such changes. The responsibility of communication of allergens remains with the Customer to check the packaging.

## 24. Privacy – How the Customer's personal information is used

1. The Supplier may use any information provided to:
  - a. Keep the Customer up-to-date with information about their account and trading history
  - b. Manage the Customer's account in the contractual and financial to allow adequate trade relations
  - c. Carry out regulatory and financial checks to meet the Supplier's legal and financial obligations
  - d. Undertake market research and product testing
  - e. Develop, test and improve the Supplier's products and services
  - f. When the Customer has subscribed to the Supplier's marketing offers and newsletters, the Supplier will send marketing material that is relevant, up to date and tailored to the Customer
  - g. Create marketing campaigns, competitions and events that are relevant and tailored to the Customer

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2. All information held is treated as private and confidential and will not be passed onto third parties unless
  - a. The Supplier has the Customer's permission
  - b. The Supplier is required or permitted to do so by law
  - c. There is a public duty to do so e.g. to government bodies, regulatory bodies
  - d. When the Customer provides the Supplier with information about another person, the Customer needs to confirm that they have been appointed to act on behalf of that other person. This includes providing consent to process that other person's data as set out in this notice.
  - e. The Supplier may monitor or record telephone calls for training, quality assurances and other business purposes.

## 25. Data Security

1. The Supplier has put in place appropriate security measures to prevent the Customer's personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, The Supplier limits access to the Customer's personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process the Customer's personal data on the Supplier's instructions and are subject to a duty of confidentiality.
2. The Supplier has put in place procedures to deal with any suspected personal data breach and will notify the Customer and any applicable regulator of a breach where the Supplier is legally required to do so.

However, as the Customer may be aware, no data transmission over the internet can be entirely secure. As a result, while the Supplier will always use reasonable endeavours to protect the Customer's personal information, the Supplier cannot guarantee the security of the Customer's personal information and the use of the Supplier's site (including the email facilities) is at the Customer's own risk.

## 26. The Control of Explosives Precursors and Poisons Regulations 2023

The Control of Explosives Precursors and Poisons Regulations 2023 as an amendment to the poisons Act 1972 came into effect on 1<sup>st</sup> October 2023. Under this legislation we verify the legitimacy of the business or professional user who is purchasing any regulated explosive precursors and /or poisons. Harvest only supplies those customers who have an account with the company. An account is only established once customer approval has been completed following submission of an application form and any necessary credit checks have been satisfactorily undertaken and completed.

Acceptance by the customer of our terms and conditions confirms that the commercial products and the substance or mixture that it contains shall be used only for the indicated

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use, which is in any case legitimate, and will be sold or delivered to another customer only if they make a similar declaration of use.

You also confirm that you will report any suspicious

The Signing of the Credit Account Application form is confirmation of your acceptance of these Terms and Conditions of Trading with Harvest Fine Foods Ltd.

The signing of the Credit Account Application form is confirmation of the Customer's acceptance of these Terms and Conditions of Trading with Harvest Fine Foods Ltd.

May 2024

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