

CHARLES SAUNDERS
FOOD SERVICE

PRODUCT GUIDE 2016

Tel. 0117 9554877

FROZEN

CHILLED

GROCERY

IMPULSE

DISPOSABLES

2016 CATALOGUE

CHARLES SAUNDERS INCORPORATING GOOD MORNING DISPOSABLES ARE MEMBERS OF FAIRWAY FOODSERVICE which was founded in 1984 by five Frozen Food wholesale distribution companies.

A network of independent food distributors servicing the catering industry throughout the United Kingdom and Eire and in 2011 adding a presence on the Spanish Costas and Balearic Islands through Europ Foods. The collective turnover in 1984 was £7 million, Today the turnover is £494m and comprises 18 companies operating from 26 depots.

With over 50 years of serving Bristol and the South West in every type of food business you can be confident we have the right range and service solutions for you. We offer consistent and reliable service from order to delivery. We offer an extensive range to suit every business and budget. We use wherever possible local suppliers and we will constantly strive to support you and help make your food business a success.

Charles Saunders are also a member of The SOCIUS Network which is one of the leading distributors of Catering Disposables, Paper Hygiene, Glassware and Crockery, Food Packaging and Chemicals to the Catering market. The SOCIUS Network was founded in April 2008 to represent Independent Distributors of non-food products to the Foodservice sector.

The SOCIUS Network is an association of well-respected and established Independent distributors with over 20 locations covering the UK, Ireland and the Channel Islands who seek to promote the benefits of purchasing goods and services together.



Promotions

Charles Saunders incorporating Good Morning Disposables are committed to giving our customers an extensive range of food and a selection of promotions at very competitive prices. We work with our suppliers to bring you fantastic deals on products designed to help you create margin enhancing menus and special boards, these prices are hard to beat.

Order Online Today

We are now able to offer our customers a complete ordering online solution. The system is convenient, simple and fast, allows you to place your orders whenever. Please see our website www.charles-saunders.com go to the contact us tab for information on how to register for an online account. The flexibility allows you to place your order with a confirmation email you no longer have to rely on a phone call.

Catering and Disposable Supplies

Our full range of products offers everything from napkins and tableware, food packaging and disposables to chemicals, paper hygiene and janitorial. Please see the Disposables section of this catalogue. If you don't see what you are looking for in this catalogue we have other catalogues you may find it in.

TERMS & CONDITIONS

1. Interpretation

In these conditions:

- 1.1 "Buyer" means the person who accepts the quotation of the Seller for the sale of the goods or whose order for the Goods is accepted by the Seller. "Goods" means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions. "Seller" means Charles Saunders Ltd (registered in England under number 1581532). "Conditions" means the standard terms and conditions set out in the document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller. "Contract" means the contract for the purchase and sale of Goods. "Writing" includes telex, cable, facsimile transmission and comparable means of communication.
- 1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

- 2.1 The Seller shall sell and the Buyer shall choose the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, specifically in relation to Clause 3.1 which shall govern the Contract to the exclusion of any other terms and conditions subject to which is any such quotation is accepted or purported to be accepted, or any such order is made or purported to be accepted, or any such order is made, by the Buyer.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the buyer and the Seller.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed, unless such representations which were made fraudulently. The Buyer also waives the right to rescind this agreement.

3. Orders and Specifications

- 3.1 The Seller's answerphone service is available outside normal office hours. While every effort is made by the Seller to fulfill the Buyer's telephone order, the seller cannot guarantee next day delivery.
- 3.2 The seller reserves the right not to deliver any order received with a monetary value less than the Seller's minimum order value which can be changed without due notice and which is available on request. The Seller reserves the right to add a delivery surcharge to any order falling below the minimum order value.
- 3.3 Buyer shall be responsible to the Seller for insuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

4. Price of the Goods

- 4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or quoted price is no longer valid), the price shall be the price ruling at the dispatch of the order. Whilst the Seller shall make every effort to ensure that the quoted price of the Goods shall remain valid, all prices are subject to change, without notice to the Buyer.
- 4.2 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay the Seller.

5. Terms of Payment

- 5.1 Unless otherwise agreed by the Seller, the Buyer shall pay the price of the Goods upon delivery. The Buyer shall pay cash on delivery for Goods invoiced and delivered except where credit facilities have been formally accepted in writing by the Seller to the Buyer. On acceptance of credit facilities the Buyer shall pay the price of the Goods on or before the 14th day of the month following the month of delivery of the Goods by the Seller notwithstanding that delivery of the Goods may not have taken place and that property in the Goods has not been passed to the Buyer. The time of payment shall be the essence of the contract.
- 5.2 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
 - 5.2.1 cancel the contract or suspend any further deliveries to the Buyer;
 - 5.2.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
 - 5.2.3 charge the Buyer any interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above The Royal Bank of Scotland plc base rate from time to time, until payment in full is made (as part of a month being treated as a full month for the purpose of calculating interest);
 - 5.2.4 Charge the Buyer the cost of any unpaid amount including all legal costs, disbursements and bank charges incurred.

6. Delivery

- 6.1 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date or as soon as practical thereafter upon giving reasonable notice to the Buyer. All Goods must be checked and signed for by the Buyer or it's agent at the time of delivery. No claims in respect of shortages or incorrect goods will be allowed unless requested to the Seller at the time of delivery. Nonconforming Goods must be retained for inspection by the Seller.
- 6.2 Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more of the installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.3 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.
- 6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions, at the time stated for delivery then, without prejudice to any right or remedy available to the Seller, the Seller may:
 - 6.4.1 store the Goods until actual delivery and charge the Buyer for reasonable costs including insurance of storage; or
 - 6.4.2 sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the Buyer for the excess of the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
 - 6.4.3 impose a levy on any delivery undertaken at the Buyers request which is not accepted by the Buyer or his representatives.

7. Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
 - 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - 7.1.2 in the case of Goods to be delivered otherwise at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any other third party where Goods are stored and repossess the Goods.

8. Warranties and Liability

- 8.1 Subject to the conditions set out below the seller warrants the Goods will correspond with their specification at the time of delivery.
- 8.2 Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law,
- 8.3 Where the Goods are sold under the consumer transaction (as defined by the consumer Transactions [Restrictions on Statement Order] Order 1976) the statutory rights of the Buyer are not affected by these conditions.
- 8.4 Any claim to the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller upon delivery. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.5 Should the Buyer collect Goods from the Seller's premises the Seller cannot be held responsible in any way for the quality of goods being affected as a result of any temperature fluctuations of Goods transported but he Buyer or Agents or Subcontractors.

9. Insolvency of Buyer

- 9.1 This clause applies if:
 - 9.1.1 the Buyer makes any voluntary arrangement with it's creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 9.1.2 an encumbrancer takes possession, or receiver is appointed, of any of the property or assets of the Buyer; or
 - 9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
 - 9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2 Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable, notwithstanding any previous agreement or agreement to the contrary.

10. General

- 10.1 No waiver by the Seller or any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.2 If any provision of these conditions is held by nay competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- 10.3 The Contract shall be governed by the laws of England.
- 10.4 The Seller shall be entitled at any time unilaterally to vary the terms of the Contract including any variation to the Goods, provided that the Buyer shall not be prejudiced thereby.



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Incorporating



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