

# TRADING TERMS



Everyone at D & F McCarthy wants our customers to be delighted with both the quality of goods we supply and the service we provide. In order to achieve this we have set out the terms on which we wish to trade: customers should know what they can expect of us so we can serve them as best we can. We will always oblige our customers whenever possible, but in order to keep our prices competitive we have to make sure our operation is as efficient as it can be and run along sound commercial lines. The following terms are not meant to be inflexible; we will always try to work with customers to match their needs as closely as possible within the constraints we have as a wholesaler. It is implicit upon signing an account form that a customer accepts these terms.

## CONTACTING US

Telephone 01603 708500 (option 1)  
Email [sales@mccarthys.co.uk](mailto:sales@mccarthys.co.uk)

Telephone calls are recorded for security and training purposes.

## SALES, OFFICE OPENING TIMES

Our sales lines are open from 6am until 11pm Monday to Friday, 6am until 10am Saturday and 5pm until 11pm on Sunday. An answerphone service operates outside these hours. Please note that certain products need to be ordered by a certain time or in advance (see ORDERING DEADLINES). The sales accounts office is open from 9am until 5pm for any account queries 01603 708500 (option 3)

## ORDERING

We take great pride in the accuracy with which we process orders. When we take a verbal order the salesperson will key this directly into our system. In this way we will be able to ensure we have the correct customer account, the correct delivery details, the goods requested are available and that the pricing is correct. When we have finished entering the order onto our system we will email the customer an order acknowledgement so they can check that we have correctly understood their order.

We constantly strive to fulfil every customer's order and with huge stocks we have a very high success rate. However, the nature of fresh produce is such that no absolute guarantee can ever be given.

Any goods ordered but which unfortunately fail to arrive or pass QC checks in time for dispatch will appear on the bottom of an invoice in italics with a zero "Del Qty". Fresh produce is such a fast moving business that some of the goods ordered may not arrive at our premises until the early hours of the morning of delivery.

## ORDERING DEADLINES

The following deadlines apply for ordering for next day delivery:

Fresh fruit and vegetables 11pm  
Freshly Prepared produce 6pm

Some Food service items require at least 48 hours' notice and unusual lines & exotic produce should be ordered in advance - our sales team can assist with this.

Cancellation of any special order is subject to us being able to also cancel the goods or being able to re-sell them without loss.

## WAREHOUSE OPENING

Our sales desk opens at 5am and customers are welcome to visit us to collect and select their own produce until 12pm. We do recommend that, whenever possible, an advance order is given to avoid missing important items. Please be aware that this can be a very busy time and we have to attend to customers on a first-come-first-served basis.

We can accept orders for warehouse collections after 12pm and until 5pm with prior notice (11pm for account customers).

## PRICING

We have a fair, open and competitive pricing policy based, primarily, on the "spend per delivery". Simply put, the more the customer spends per delivery the better the price they will get. We are happy to discuss any special pricing arrangement a customer might prefer if we can accommodate it.

Our sales staff are always willing to listen and have the ability to negotiate some prices for larger orders.

Depending on what time of day the customer gives us their order prices will be indicative only and can usually only be taken as final after 1pm on the afternoon before delivery (unless an alternative pricing arrangement is in place).

## DELIVERIES

We are very proud of our reputation for reliable deliveries. Sales will liaise with our transport team to agree the days and times we can deliver to a customer. We have strict loading and departure times at our warehouse that are closely monitored with advanced telematics to ensure that orders should arrive on time.

Sometimes there are factors beyond our control which may delay deliveries but we will endeavour to let customers know as soon as possible when we hope to deliver.

Most bulk deliveries will be palletised and unloaded by pallet truck so an even, hard surface is needed: we are offering, in effect, a kerbside delivery. Smaller orders can be delivered to a convenient point such as a storeroom but we do require safe, unfettered access for our drivers and adequate lighting to the delivery point is needed during dark early mornings. We will often assess new delivery points with the customer and our driver to find the best solution.

When it suits the customer, we can hold keys to their premises to allow our drivers access out of hours. This is something that dozens of customers over many years have entrusted us with. We keep records of any keys held and ensure that the customer cannot be identified from this key by anyone outside the company.

If a customer wants a delivery on a day or at a time outside the norm we will try to accommodate this but we would ask for 24 hours' notice to give us time to consult both our transport team and the delivery driver. If agreed, the

customer delivery details will be updated. Our afternoon and evening sales staff are instructed not to override the delivery days that have been set on the computer hence the need for sufficient warning. This same procedure needs to be adopted for changing the TIME of any delivery.

We don't deliver on Bank Holiday Mondays but we do deliver on Good Friday.

Delivery arrangements during the Christmas and New Year period will be published well in advance.

## SATURDAY DELIVERIES

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Because of driving regulations our drivers often need to take a 45 hour break at the weekend. Most drivers need to start at 5am on Monday so they have to finish work by 8am on Saturday. In order to achieve this early finish we reluctantly have to restrict the number of deliveries on each route on a Saturday to a smaller number of customers. However, as we don't deliver on Bank Holiday Mondays, we are able to offer almost all customers a delivery on those Saturdays.

## CASH

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We have a limit of £40 in coins for any one payment, a limit on any cash payment to a delivery driver and a limit on cash paid over the counter (please ask for details). We cannot accept any cash payments after 4:30pm. Card payments can be accepted on the sales desk or if agreed in advance. We can discuss other options for cash that are available.

## GOODS RETURNS, CREDITS

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Because of the nature of fresh produce we must be informed as soon as possible of any issue with a delivery and certainly within 24 hours of delivery. Any credit issued outside of these terms will take all circumstances into account and will be at our discretion. Any goods returned for credit should be stored in suitable conditions until we can collect. We endeavour to issue all credits on the day or as soon as possible thereafter.

## GOODS OUT

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Our stated policy is "No goods should leave the company's premises, whether delivered or collected, without acceptable supporting paperwork". This is to maintain accurate stock control and may mean customers could be invoiced for a delivery of replacement goods before a credit is issued.

## MINIMUM DELIVERY, SMALL ORDERS

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We need a minimum order value of at least £50 to make any delivery viable. We can make the occasional delivery below this figure but a small order charge of £5.05 +vat will apply but even so, if orders are consistently below £50 we may decide to cease deliveries.

## CREDIT TERMS

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Credit terms will be agreed prior to an account being opened. An authorised person from the customer's business will be required to sign the declaration on our credit application form obliging them to pay within the agreed terms. Any other arrangement or variation is only acceptable if specifically agreed in writing.

In the event that a customer ceases trading with us we may withdraw credit terms and press for immediate payment.

We reserve the right to levy interest charges on any overdue account as provided for in law in any legal proceedings to recover unpaid accounts.

## PAYMENTS

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Payments can be made by electronic transfer (e.g. BACS - our preferred method) by cheque or by cash (see CASH).

If customers wish to pay electronically we will send them an email which is a scan of a signed letterhead with our bank account details. Cyber Crime poses a significant risk and it is highly unlikely that our bank details will change so customers should always confirm with us in person if they are ever asked to pay into a different account.

A charge not exceeding £25 may be made on any unpaid cheques to cover our bank charges and administrative costs.

## ORDER MAKE UP

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We are a wholesale fruit and vegetable merchant and it is company policy that the bulk of any order must consist of fresh produce (this does not include prepared produce). We may refuse to accept any order that consistently fails to meet this criterion.

## PREPARED PRODUCE

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We seek to price our range of freshly prepared produce very competitively whilst maintaining the highest levels of food safety (SALSA standard). Our products are different from many others in that they are washed, sanitised and ready to use.

We review all product prices in October with a view to fixing most of these for 12 months if possible.

The products which fluctuate most in unfavourable weather and market conditions are cauliflowers, broccoli, courgettes and parsnips; these prices can be reviewed monthly and customers need to be aware of this.

*These terms are neither comprehensive nor exhaustive and customers should contact us to seek further clarification on these terms and on any matter not specifically mentioned. These terms are subject to change from time to time and customers are advised to visit our website for the latest version.*