

Glorydale Food Specialist is the trading name of Alma Attic Ltd, hereafter referred to as GFS.

- All information collected on the GFS Application Form, pertaining to the business owner is for
 vetting and verification of the sole trader/partnership or limited company account to facilitate
 GFS's compliance and administrative obligations. By signing the GFS Application Form, all
 signatories are guaranteeing the purchase of goods from GFS of the sole trader/partnership or
 limited company.
- 2. GFS standard method of receiving payments for goods supplied to customers is via Terminal Debit which will use the Standard Direct Debit feature with standard Direct Debit (DD) Terms and Conditions. GFS may use a third party payment processor to collect such amounts. GMS reserves the right to vary the standard method of payment as long as GFS will provide reasonable notice to Customer.
- 3. In the event the Direct Debit fails, GFS reserves the right to apply an additional admin fee which may vary from time to time.
- 4. In the event such payments fails, GMS reserves the right to request the Customer to make a payment by alternative way of payment. The Customer must comply accordingly and in a timely manner. Failure to do so may result in additional charges.
- 5. Please note that the GFS Standard method of receiving Payments for outstanding debt of a customer remains to Terminal Debit (DD) at all times.
- 6. Liability for the goods and services will remain joint and several. In the event of a default, GFS may pursue one or both the sole trader/partnership and limited company or their guarantors.By signing the GFS Application Form, all signatories are acknowledging their personal guarantee to remain liable for all unpaid invoices.

- 7. All the signatories of the GFS Application Form fully accept and acknowledge that by signing the GFS Application Form, they are guaranteeing the purchase of goods and services from GFS as the sole trader/partnership or limited company. They stand as guarantor regardless of whether they remain an officer of the company or as a connected party to that limited company or sole trader/partnership business or not.
- 8. It is imperative that all signatories must also understand that they will continue to be the guarantor of all outstanding invoices of GFS regardless of how many times a new ltd company or proprietorship or the trading name of the business premises changes in between. The original signatories will at all times be responsible for being the guarantor of all outstanding invoices to GFS.
- 9. Each of the signatories will only be released from the guarantee obligations provided each of them notifies GFS on client-correspondence@glorydale.com in writing and an acknowledgement of the release is obtained from GFS. Unless an acknowledgement is not received your guarantee remains in force. Each signatory is required to make their own request for withdrawal from the guarantee separately from their own email address provided in the initial GFS Application Form.
- 10. Please note, the day a signatory notifies GFS in writing via clientcorrespondence@glorydale.com, he will automatically be liable for goods being delivered in the FUTURE for up to a further seven days from the day of notification even though a written acknowledgement has been given by GFS. This is because the day the notification is given, goods may still be in transit, and therefore GFS will hold each guarantor responsible for up to a further seven days after he has requested to withdraw himself from the original guarantee. Copyright © 2017 Glorydale.com All rights reserved Page 2 It is to be noted that notification from the signatories/guarantors of any kind will only be valid via client-correspondence@glorydale.com email and acceptance of your request will only be valid provided we have emailed you back from clientcorrespondence@glorydale.com email.
- 11. Please note, GFS does not supply goods/services on a credit facility. For any goods or services provided by GFS, the customer is expected to pay upfront before receiving the goods.

- 12. It should be automatically understood by a guarantor that at the time of emailing the notification, he will be responsible for any PAST outstanding monies before the notification date.
- 13. After a notification of termination has been submitted via email to clientcorrespondence@glorydale.com, the signatory/signatories of the GFS application form are still jointly and severally responsible for a 'Credit Application set up fee' of £575.00. This £575.00 is for various admin costs which are incurred at the initial process when setting up the Credit Account unless you have conducted business with GFS for a minimum of 6 months each week buying the minimum weekly order as stated on the application form. This is not a contract but a setup fee which you can pay at the time of making the application or any time during the 6 months.
- 14. If for any reason the matter reaches litigation, whereby GFS need to attain legal assistance, a further fee of £995.00 will be levied on as 'legal fees' to the signatory/signatories of the GFS application form. If GFS still require further legal assistance past the initial stage, the figure of £995.00 may increase further.
- 15. In any event, if GFS feel it is necessary to do so, the signatory/signatories of the application form shall allow GFS to register a debenture on the Ltd Company provided on the application form.

 This debenture will be an additional form of protection to recover any unpaid invoices due to GFS. Please note that GFS reserves the right to execute its debenture status any time throughout the trading period if deemed necessary.
- 16. Each of the signatories have confirmed that they have read and understood that they will be emailed a copy of each invoice within seven days of the delivery. The delivery shall at all times take place on the address provided on the application form.
- 17. Please note, any issues of any kind that you are concerned about or you disagree with on the invoice will have to be emailed to us at client-correspondence@glorydale.com within 24 hours of receiving the invoice to your email address provided on the application form.
- 18. In the event of a concern you raised within 24 hours,, It must be noted that no other form of communications (such as phone call, letter or text message etc.) will be accepted other than only via email to client-correspondence@glorydale.com

- 19. It is also to be noted that any queries raised to client-correspondence@glorydale.com after 24 hours, will be null and void.
- 20. If a guarantor wishes to make any amendments to the original application form, this will only be accepted by GFS provided the guarantor writes to us with the request of the change or changes. The acceptance of the requested amendments will only be valid provided GFS write back to you (accepting your amendments) to your email that you provided to us on the original Application Form. Copyright © 2017 Glorydale.com All rights reserved Page 3
- 21. We reserve the right to make amendments to our terms and conditions form time to time. In the event GFS make any amendments on our terms and conditions, GFS will notify the signatories/guarantors in writing via the email provided on the application form. Once again if the signatories/guarantors have any objections to those changes then they must notify GFS in writing to client-correspondence@glorydale.com within 24 hours of receiving the GFS Ts& Cs amendment notification. If you have notified GFS of your objections within 24 hours then clause number 7 shall apply.
- 22. It is imperative that the only form of communication with GFS shall be by emailing us at client-correspondence@glorydale.com in the manner described above.
- 23. All signatories of an Application Form must note that they are also acting as a guarantor if any money is still outstanding of GFS either from any of the signatories of any of their past dealings with GFS or due to any debt still outstanding at the same address where the business is currently traded from (this is the address which is provided on the Credit Application Form).
- 24. GFS reserves the right to recover the old outstanding debt of either any of the signatories past dealings with GFS or debts outstanding from the previous business that was conducted in the premises the current signatory in expecting to receive the goods. In both cases all signatories shall be fully responsible to clear the old and new outstanding money due to GFS. This is because if you wish GFS to supply goods to you at that premises or to any of the signatories of the application form where previous money is outstanding it is one of the conditions of GFS that previous debt has to be guaranteed by the signatories.

- 25. In the event that clause 11 is breached, GFS may continue trading with the Customer. However, GFS reserves the right to collect the entire owed amount by GFS standard method of receiving payments at any given time.
- 26. All signatories have been made aware that they are not in a contract to buy goods from GFS but if they do buy any goods then they are fully responsible until the outstanding credit is fully paid including any left from any of their current and past dealings as mentioned the Application Form.
- 27. All signatories accepts that they are jointly and severally responsible for all outstanding monies which has been declared in the current Application Form as old debt that a signatory has signed.