

# New Account Form



**M&P O'Sullivan Ltd.,**  
Doughcloyne Industrial Estate, Sarsfield Rd., Wilton, Cork.  
Tel: 021 – 4546322 Fax: 021- 4342020  
www.mpos.ie

**BRENNAN'S  
CATERWORLD**  
QUALITY CATERWARE SINCE 1872



**All fields must be filled in**

## Setup details

Name: .....  
Trading as: .....  
Company Reg No.: .....  
Company VAT number: .....  
Business address: .....  
.....  
..... Eircode: .....  
Business Phone number: ..... Mobile Number: .....

Email address: .....

## Owner details

Individual/ Director/ Other:  
*(Delete whichever is not applicable)*

1. Name: .....

Mobile number: .....

Individual/ Director/ Other:  
*(Delete whichever is not applicable)*

2. Name: .....

Mobile number: .....

## Trade References

1. Company name: ..... 2. Company name: .....  
Contact name: ..... Contact name: .....  
Contact number: ..... Contact number: .....

## Agreement

1. I/We hereby agree to open an account with M&P O'Sullivan Ltd
2. I/We have read the terms and conditions of business set out on the reverse side of this application form.
3. I/We understand and agree to abide by the said terms and conditions of business set out on the reverse side of this application form.

Signature: ..... Date: .....

## Personal Guarantee

Dear sirs, in consideration of M&P O'Sullivan Ltd extending credit, I hereby guarantee due payment of all monies which are or may become due and owing by ..... should all or any such monies remain unpaid for a period in excess of seven days after demand has been made by M&P O'Sullivan Ltd to discharge same.

Furthermore, I hereby undertake to notify M&P O'Sullivan Ltd in writing of any change of directors or shareholders of ..... within seven days of change.  
(COMPANY NAME)

Signed by: ..... Name: .....  
(IN BLOCK CAPITALS)

Home address: .....

Company representatives' signature: ..... Date: .....  
(OF COMPANY REQUESTING ACCOUNT SETUP)

# M&P O'Sullivan Ltd General Conditions of Sale and Supply

In these conditions of sale:

'M&P O'Sullivan Ltd' means M&P O'Sullivan Ltd, Doughcloyne Industrial Estate, Sarsfield Road, Wilton, Cork. 'Customer' means the person or company who purchases the Goods.

'Goods' means the goods ordered by the Customer from M&P O'Sullivan Ltd, in an order which is accepted by M&P O'Sullivan Ltd.

1.1 All contracts made by M&P O'Sullivan Ltd are deemed to incorporate these terms and conditions and the placing of an order by the Customer will constitute an acceptance of these conditions. These conditions may not be varied except by M&P O'Sullivan Ltd in writing. M&P O'Sullivan Ltd may from time to time alter these general conditions in its absolute discretion.

1.2 Where there is any inconsistency between these Conditions and any other terms and Conditions subject to which an order is made or purported to be made by the Customer then these Conditions shall prevail.

## 2 Price

2.1 Any quotation issued by M&P O'Sullivan Ltd for the sale of Goods to the Customer shall not constitute an offer and M&P O'Sullivan Ltd reserves the right to withdraw or amend a quotation at any time prior to acceptance of the customer's order. All quotations are automatically withdrawn on the expiry of 30 days from date of issue.

2.2 Prices for goods and where applicable discounts, VAT, excise duty, and other rates and taxes are those that apply at the date of dispatch of the Goods. M&P O'Sullivan Ltd reserve the right to revise price at any time prior to dispatch.

2.3 Prices for all orders other than orders relating to sales will be subject to excise duty.

2.4 Discounts will only be allowed whereby payment is affected in accordance with these terms and conditions. If accounts are not discharged by the due date, we reserve the right to withdraw credit facilities as we may have previously agreed, cancel any future deliveries or make such deliveries on a strict payment in advance of delivery basis.

2.5 M&P O'Sullivan Ltd reserves the right to change a price at any time in its sole discretion and upon notice to the Customer in certain circumstance, including but not limited to the following:

2.5.1 any change to M&P O'Sullivan Ltd in the cost of supplying the Goods to the Customer (including without limitation, any change in the cost of raw materials, labour or supplies);

2.5.2 any change required by the Customer to the delivery dates, quantity or specification of the goods;

2.5.3 or any failure by the Customer to provide M&P O'Sullivan Ltd with accurate information or instructions; 2.5.4 the increase of any sum, tax (including VAT), levy or imposition of any other liability that is not payable the date of agreement between the parties by any primary or secondary legislation, rule, directive, order or scheme made or proposed by any legislative body or competent authority and that applies to the Contract.

2.6 The Price is fixed only where specifically stated in writing by M&P O'Sullivan Ltd and for the period stated.

2.7 The Price is exclusive of Value Added Tax, which shall be paid by the Customer in addition to the Price.

2.8 M&P O'Sullivan Ltd will not be bound by any clerical or arithmetical errors in Invoices issued by M&P O'Sullivan Ltd. Sale of goods include all retail packaging but exclude all other containers and packaging, kegs, rollcages and pallets etc) which must be returned in good condition (fair wear and tear excepted) failing which you will be charged the repair or replacement cost as appropriate.

## 3 Orders, Alteration and Cancellation

3.1 The Customer shall be responsible for ensuring the accuracy of any order submitted to M&P O'Sullivan Ltd.

3.2 A binding contract between M&P O'Sullivan Ltd and the Customer shall not be concluded until M&P O'Sullivan Ltd has confirmed its acceptance of the Customer's order for the Goods in writing (hereinafter called the Contract).

3.3 M&P O'Sullivan Ltd does not supply products in sale or return basis. The Customer is not entitled to return any products or refuse to accept delivery of the goods.

## 4 Packaging

4.1 The Customer shall if so requested by M&P O'Sullivan Ltd return to M&P O'Sullivan Ltd any pallets, roll cages, containers or other packaging associated with the Goods in the manner as supplied to the Customer and shall bare any cost for any damage thereto.

## Bar Codes

The company may print bar codes on its goods or on the packaging surrounding its goods. The company will not be liable in any way for any loss, damage or expenses which may be incurred by the customer or by anyone else by reason of any fault whatsoever in the bar codes or by reason of a fault in the scanning equipment which is used to scan the bar codes.

## 5 Delivery

5.1 M&P O'Sullivan Ltd shall make all reasonable efforts to meet your requirements as to time and date of delivery but may make part deliveries towards fulfillment of an order and will not be liable to you for any failure to deliver the Goods by or at any particular time or date (including but not limited to loss of profit, costs, charges, expenses or damages). M&P O'Sullivan Ltd may from time to time make deliveries, such as but not limited to bank holiday weeks or holiday periods make delivery on a date other than that printed on the consignment note.

5.2 If the Goods are to be delivered by M&P O'Sullivan Ltd in instalments, each instalment shall constitute a separate contract and failure by M&P O'Sullivan Ltd to deliver any individual instalment shall not entitle the Customer to cancel or treat as cancelled the entire Contract or any part thereof.

5.3 If the Customer Fails to collect the goods or take delivery of the Goods in accordance with the terms of the Contract and M&P O'Sullivan Ltd is required to store the Goods, M&P O'Sullivan Ltd is entitled to charge the Customer all costs of such storage and insurance cover for the Goods plus interest at a rate of 2% above the market rate on all sums outstanding to M&P O'Sullivan Ltd.

## 6 Passing of Risk

6.1 Risk of loss of or damage to the Goods shall pass to the Customer upon the earlier of: (a) delivery of the goods to you; or (b) in the case of collection of the Goods from M&P O'Sullivan Ltd premises by the Customer or its nominated carrier when M&P O'Sullivan Ltd notifies the Customer that the Goods are ready for collection; or (c) if, on the Customer's instructions, M&P O'Sullivan Ltd unloads the Goods at the delivery address, when the Goods have been unloaded at that site.

## 7 Limitation of Liability

7.1 M&P O'Sullivan Ltd will not be liable for any loss or damage from non-delivery or delay in delivering for whatever reason and whether in respect of the whole or part of the Goods and you will not be entitled to terminate the contract or any part thereof because of such delay or non-delivery.

7.2 All goods must be examined on delivery. Any damage must be notified to M&P O'Sullivan Ltd within two working days of receipt and any products that are damaged must be retained for inspection. The Customer is required to notify M&P O'Sullivan Ltd of failure to deliver within 5 working days of date of dispatch.

7.3 If any of the Goods are defective in manufacture or are contained in defective containers, M&P O'Sullivan Ltd liability howsoever arising will be limited to the replacement of the defective goods or crediting the customer with the price of the defective goods in its absolute discretion. All products are sold without any guarantees or representations and all warranties or conditions statutory or otherwise express or implied to the contract are expressly excluded to the greatest extent permitted by law. The exemptions From the provisions of Sections 13, 14 and 15 of the Sale of Goods Act 1893 (as inserted by section 10 of the Sale of Goods and Supply of Services Act 1980 contained in this clause shall in all cases other than a contract for the international sale of goods be subject to the restrictions on such exemptions contained in Section 55.4 of the 1893 Act.

This clause will not apply to exclude or restrict liability for death and or personal injury resulting from negligence or the negligence of M&P O'Sullivan Ltd employees or agents.

7.4 The Customer must satisfy itself as to best before or racking dates and will be deemed to be satisfied as to such dates upon acceptance of a delivery of goods.

7.5 Any query relating to the quality, quantity or non-receipt of Goods must be made in writing within seven days of delivery or in the case of defect which was not apparent on reasonable inspection, within 7 days of discovery of the defect. In the absence of receipt of such notice, and save as provided for below, the Customer shall not be entitled to reject the Goods and M&P O'Sullivan Ltd shall be discharged from all liability or responsibility to the Customer whatsoever in respect of the quality or quantity of Goods ordered by the Customer.

7.6 M&P O'Sullivan Ltd does not accept liability for any loss of profit, revenue, business, contract, production, opportunity, anticipated savings, depletion of goodwill or like loss whether or not caused by M&P O'Sullivan Ltd. negligence, or arising from any claim relating to the quality or quantity of Goods or otherwise.

7.7 M&P O'Sullivan Ltd will not under any circumstances be liable to the Customer by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of these terms, for any consequential, special, incidental or punitive loss or damage (whether for loss of

current or future profits, loss of enterprise value or otherwise) and whether occasioned by our negligence, or that of our employees or agents or otherwise, even if advised of the possibility of such damages.

7.8 Save as provided for in these Conditions, total liability for any one claim arising in relation to the Goods shall not in any event exceed the price paid by the Customer for such Goods.

## B Payment

8.1 M&P O'Sullivan Ltd shall invoice the Customer for the Price plus VAT and all additional costs payable in respect of packaging, delivery and unloading after delivery. Invoices are payable 28 days after the date of the invoice or on demand without deduction or set off howsoever arising.

8.2 Any disputes or complaints regarding collection or delivery, alleged defaults or defects in the products or failure to deliver in accordance with the terms of the contract shall not release the Customer from the obligation to pay the entire purchase price and the other charges due.

8.3 All errors on Invoices are to be notified to M&P O'Sullivan Ltd within seven days of the date of issue, on the expiry of which the invoice is deemed correct in its entirety.

8.4 M&P O'Sullivan Ltd may at any time and without notice be entitled to appropriate any payment made by the Customer in respect of any Goods in settlement of such invoices as M&P O'Sullivan Ltd may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.

8.5 In the case of non-payment of M&P O'Sullivan Ltd invoice when due, M&P O'Sullivan Ltd reserve the right without giving notice to the customers to: (a) suspend and/or cancel the delivery of any product and/or (b) charge the Customer interest [both before and after any judgement] on the amount unpaid, at a rate equal to 7% greater than the ECB rate for the time being in force from the due date for payment until the date of actual payment by the Customer; (c) suspend the payment to the customer of any rebate or other incentive due to the customer as previously agreed to by M&P O'Sullivan Ltd and as part of its current trading terms. Such suspension right will equally apply in cases of non-payment of invoices under query. Any such suspension will be maintained by M&P O'Sullivan Ltd until such query has been resolved, and/or all outstanding invoices have been paid in full by the Customer.

## 9 Retention of Title

9.1 Notwithstanding delivery, or the passing of risk in and to the Goods, title to the Goods shall not pass to the Customer until all invoices for the Goods are discharged by M&P O'Sullivan Ltd in full in either cash or cleared Funds, together with all other costs and expenses due and any other monies owed by the Customer For any other reason howsoever arising.

9.2 Until such time as title to the Goods passes to the Customer the Customer shall hold the Goods as M&P O'Sullivan Ltd fiduciary agent and shall: (a) keep the Goods marked and stored separately from other goods so as to be identifiable as the property of M&P O'Sullivan Ltd; (b) keep the Goods properly stored, protected and insured to their full market value; (c) give to M&P O'Sullivan Ltd such information relating to the Goods as M&P O'Sullivan Ltd may from time to time require; (d) allow M&P O'Sullivan Ltd to enter onto the Customers premises for the purposes of inspecting the Goods at any time, (e) deliver the Goods up to M&P O'Sullivan Ltd upon demand and if the Customer Fails to do so, M&P O'Sullivan Ltd shall be entitled to enter upon the Customer's premises or any other premises where the Goods are stored in order to retake possession of the Goods. This entitlement shall continue to subsist following termination of the Contract For any reason and is without prejudice to any accrued rights of M&P O'Sullivan Ltd.

9.3 Until title in the Goods has passed to the Customer the Customer shall not be entitled to pledge, create a lien over or charge in any way whatsoever the Goods and if the Customer does so, all monies owing to M&P O'Sullivan Ltd shall immediately become due and payable.

9.4 The Customer may (unless M&P O'Sullivan Ltd revokes permission) in the ordinary course of its business resell the Goods at the full market price even though title has not passed provided the Customer holds in a fiduciary capacity on trust for M&P O'Sullivan Ltd from the proceeds of such resale a sum equal to the Price of the Goods under the Contract ("M&P O'Sullivan Ltd Proceeds") and keeps 'M&P O'Sullivan Ltd' proceeds separate from any monies of the Customer and third parties in a separate bank account clearly denoted as an account containing monies deposited for the benefit of M&P O'Sullivan Ltd and in the case of tangible proceeds, properly stored, protected and insured.

9.5 The provisions of this clause 10 shall be without prejudice to the obligation of the Customer to purchase the Goods.

## 10. Force Majeure

10.1 M&P O'Sullivan Ltd shall not be liable whether in contract, tort (including negligence) or otherwise to the Customer for failing to perform the contract whether in whole or in part if the failure is caused as a direct or indirect result of M&P O'Sullivan Ltd being prevented, hindered or delayed in the performance of its obligations under the contract by reason of any force majeure circumstance (an "Event of Force Majeure") to include any Act of God, war, riot, strike, lock out, trade-dispute or labour disturbance, epidemic, accident, breakdown of plant or machinery, fire, explosion, flood, drought, government action, difficulty in obtaining workmen, material or transport or other circumstances whatsoever outside the control of M&P O'Sullivan Ltd affecting the provision of the goods, service hereunder or of the materials therefore, by M&P O'Sullivan Ltd usual source of supply or manufacture of the goods by M&P O'Sullivan Ltd normal means or the delivery of the goods by M&P O'Sullivan Ltd normal routes or modes of delivery.

10.2 Where M&P O'Sullivan Ltd is affected by an event of Force Majeure it shall be at liberty to cancel or suspend the Contract without incurring any loss or damage arising there from.

## 11. Insolvency of the Customer

11.1 If:-

- the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation; or
- an encumbrancer takes possession of the whole or any part of the Customer's property or assets; or
- the Customer ceases or threatens to cease to trade; then, without prejudice to any other right or remedy available to M&P O'Sullivan Ltd, M&P O'Sullivan Ltd shall be entitled without notice to suspend or cancel the Contract or the delivery of the whole or any part of the Customer's order for Goods and if any Goods have been delivered but not paid for, the Price in respect of those Goods, shall become immediately due and payable.


## 12. Law

These Terms and conditions shall be governed by and construed in all respects (including the formation of any contract there under and the performance thereof) in accordance with the laws of the Republic of Ireland.

## 13. GDPR

The Company (M&P O'Sullivan Ltd) may collect and process personal data from and of the customer to administer contractual relationship, ensure compliance with applicable laws and regulations, and enable the Company (M&P O'Sullivan Ltd) to provide its services and to manage its business.

## SEPA Direct Debit Mandate

<b>Unique Mandate Reference</b> <i>To be completed by M&amp;P O'Sullivan Ltd</i>	
<b>Creditor Identifier: IE85ZZZ111022</b>	
<b>Legal Text:</b> By signing this mandate form, you authorise (A) <b>M &amp; P O'SULLIVAN LTD.</b> to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from <b>M &amp; P O'SULLIVAN LTD.</b>  As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.	
<b>Please complete all the fields below marked *</b>	
* Your Name	<input type="text"/>
* Your Address	<input type="text"/>
* City	<input type="text"/>
* Eircode	<input type="text"/>
* Bank Account Name	<input type="text"/>
* Account Number (IBAN)	<input type="text"/>
* Swift BIC	<input type="text"/>
Please return to:	
Creditors Name	M & P O'Sullivan Limited
Creditors Address	Doughcloyne Industrial Estate, Sarsfield Road, Wilton, Cork
Country	Ireland
* Type of Payment:	Recurrent <input type="checkbox"/> <b>or</b> One-off Payment <input type="checkbox"/> (Please tick v)
* Date of Signing	<input type="text"/>
* Signature(s)	<input type="text"/>

**For office use only**

Account Number: .....

Name of account: .....

Trading as: .....

Company VAT number: .....

Deliver to: .....

.....

Statements & Invoices address: .....

.....

Sales rep: .....

**Category:**

- CONVENIENCE STORE
- SCHOOL/COLLEGE
- SPORTS/SOCIAL CLUB
- PUBLICAN
- CHURCH/CONVENT
- PRISON / DEFENSE
- CANTEEN/BAKERY
- CRECHE/PLAYSCHOOL
- RESTAURANT
- HOTEL
- GUESTHOUSE/B&B
- FASTFOOD OUTLET
- CONVALESCENT HOME
- WHOLESALE VENDOR
- HOSPITAL
- RETIREMENT HOME

Sales out category: .....

Payment method:     Direct debit                       Cheque                       Cash

CL: .....

CT: .....

Approved by: .....

Print name: .....

Date: .....