

TOWN & COUNTRY FINE FOODS LTD

TERMS & CONDITIONS

1. INTERPRETATION

1.1 Definitions

“**Buyer**” means the person who buys or agrees to buy the Goods from the Seller.

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“**Conditions**” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

“**Contract**” means the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions

“**Force Majeure Event**” has the meaning given in Condition 12 of these Conditions

“**Goods**” means the articles (or any part of them) that the Buyer agrees to buy from the Seller as set out in the Order.

“**Order**” means acceptance of the Buyer’s order by the Seller as confirmed by the Seller, either:

- (a) in writing; or
- (b) communicated orally over the telephone as supported by the subsequent issue and delivery of an invoice to the Buyer; or
- (c) on delivery of the Goods to the Buyer; or
- (d) on collection by the Buyer from the Seller.

“**Price**” means the price for the Goods as set out in the Order or, in the absence of a stated price, as per the Seller’s prevailing price list and, in any event, including carriage and insurance but excluding VAT.

“**Seller**” means Town & Country Fine Foods Ltd (company number: 01821934) whose registered office is at No. 4 Perth Trading Estate, Montrose Avenue Slough Berkshire SL1 4XX

“**VAT**” means ad valorem duty at the rate ruling on the date of the Seller’s invoice.

1.2 Construction.

In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails and any other electronic communication.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.
- 2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 A quotation for the Goods given by the Seller shall not constitute an offer.

3. THE PRICE AND PAYMENT

- 3.1 The Price shall be set out in the Order or in the absence of which shall be at the Seller’s prevailing price list as at the date of the Contract. The prevailing price list shall be made available to the Buyer upon request.
- 3.2 The Price of the Goods is exclusive VAT (but includes the costs of insurance and transport of the Goods), which shall be invoiced to the Buyer.
- 3.3 For Buyers to whom credit facilities have been offered by the Seller, payment of the Price and VAT shall be due within 28 day’s of the date of the Seller’s invoice. Time for payment shall be of the essence.
- 3.4 For Buyers to whom credit facilities have not been offered by the Seller, payment of the Price and VAT shall be due on or before delivery of the goods.
- 3.5 The Seller reserves the right to revoke credit facilities and suspend supplies as a result of a breach of Conditions 3.3 or if the set credit limit is reached under Condition 3.3.
- 3.6 Interest on overdue invoices, administration costs and charges shall accrue on the unpaid amount

from the date when payment becomes due from day to day until the date of payment and shall accrue after as well as before any judgment. Interest shall be calculated in accordance with the “Late Payment of Commercial Debts (Interest) Act 1998” as amended and supplemented. Payment shall be made by the Buyer without any set-off, deduction or retention of whatsoever nature or howsoever arising.

- 3.7 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

4. THE GOODS

- 4.1 The quantity and description of the Goods shall be as set out in the Seller’s acceptance of the Buyer’s order.
- 4.2 It is the Buyer’s responsibility to ensure that the quantities are correct and that the Goods meet the Buyer’s proposed specification.
- 4.3 The Seller shall not be liable for any incorrect or misleading information provided by the Buyer and the Buyer shall have no claim whatsoever against the Seller in respect of any Goods not meeting the Buyer’s requirements or intended use in those circumstances.

5. WARRANTIES AND LIABILITY

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded to the extent permitted in law.

6. DELIVERY OF THE GOODS

- 6.1 Unless otherwise agreed in writing by the parties, the Seller will deliver the Goods to the Buyer’s address (“**Delivery Location**”) as set out in the Order. The Buyer shall make all arrangements necessary to take delivery of the Goods at any time after the Seller notifies the Buyer that the Goods are ready, or are tendered, for delivery or collection, as the case may be.
- 6.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 6.3 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location for off-loading or, if to be collected by the Buyer from the Seller’s premises, at the time and date as notified by the Seller to the Buyer that the Goods are ready for collection.
- 6.4 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer’s failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5 If the Buyer fails to take or accept delivery of the Goods within three Business Days of the Seller notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller’s failure to comply with its obligations under the Contract delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Seller notified the Buyer that the Goods were ready;
- 6.6 The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 6.7 The Seller reserves the right to apply a handling fee for any returned goods.

7. ACCEPTANCE OF THE GOODS

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject any Goods that are not in accordance with the Contract

8. TITLE AND RISK

- 8.1 Title to the Goods shall remain with the Seller until such time as full payment is received.
- 8.2 Until title to the Goods passes to the Buyer, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller and shall not part nor deal with any of the Goods and shall keep them separately from the Buyer’s own or other goods and clearly marked as belonging to the Seller. In the event that the Buyer shall for any reason contrary to this provision sell the Goods or receive non-monetary consideration for the same, then such receipt whether in money or monies worth shall be held by the Buyer in trust for the Seller as part consideration for the Price. Any shortfall will be made up by the Buyer without delay. The Buyer shall give the Seller unfettered rights of access to the Buyer’s premises or such at which the Goods are located and the right for the Seller to enter such premises and take away the Goods at any time whether with or without notice being given to the Buyer.
- 8.3 Risk shall pass on delivery of the Goods.

9. REMEDIES OF BUYER

- 9.1 Where the Buyer accepts or is deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 9.2 The Seller shall not be financially liable to the Buyer for late delivery or short delivery of the Goods. Payment for Goods delivered late or part deliveries shall be paid in accordance with Condition 3 of these Conditions.

10. SELLER'S LIABILITY

- 10.1 In the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price for the Goods PROVIDED THAT in the event of any faulty Goods, the Buyer must notify the Seller in writing within 48 hours of delivery and give the Seller a reasonable opportunity of either, in its absolute discretion:-
- rectifying the faulty or defective Goods provided the Goods are returned to the Seller's normal trading premises; or
 - providing replacement Goods; or
 - refunding the Price to the Buyer
- 10.2 Under no circumstances shall the Buyer have the right to claim nor any right of action against the Seller arising in respect of any defect in the Goods (whether in Contract or in tort (including negligence)) for:-
- loss of profit or direct or indirect loss or direct or indirect consequential loss of whatsoever nature or howsoever arising; nor
 - except as restricted by law, injury to persons or damage to property, unless directly due to the Seller's acts or omissions directly attributable thereto.
- 10.3 The Seller shall not be liable for any representation made by its employees agents or servants unless it is made in writing.
- 10.4 The Seller shall not be liable to the Buyer for any loss of whatsoever nature or howsoever arising where the cause is due to any alteration requested by the Buyer to any design or specification deviating from the Seller's standard ones in respect of the Goods.
- 10.5 The Seller shall not be liable to the Buyer for any loss of whatsoever nature or howsoever arising whether cause is due to any inadequate or inaccurate information and or specifications and or intended use of the Goods for the Buyers purposes.

11. STORAGE

Should the delivery of any Goods be delayed at the request of the Buyer then provided the full price of the Goods is paid by reference to the original Delivery Date then the Seller may in its absolute discretion postpone delivery. The Goods will be stored by the Seller at its own premises or elsewhere at the sole risk of the Buyer. The Seller will invoice the Buyer all storage, insurance and transport charges, which shall form part of the price and be payable within 3 Business Days following actual delivery together with interest for any late payment calculated in accordance with Condition 3.6 above.

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a **Force Majeure Event**. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13. SPECIFICATION

- 13.1 All drawings, photographs, sales literature and descriptions of the Goods are intended for general information and identification purposes only and their accuracy cannot be guaranteed. Under no circumstances should such materials be construed as forming a material part of any offer or contract between the buyer and the Seller. All technical details supplied by the Seller in respect of any Goods or product are to be taken as indicative only.
- 13.2 Any statement or representation made by the Seller's employees, servants or agents to the Buyer shall not form part of the Contract with the Buyer unless expressly confirmed in writing by the Seller.

14. CANCELLATION

The Buyer shall not cancel any order or part order for Goods without the prior written consent of the Seller on terms that the Buyer will indemnify the Seller against all direct and indirect loss and expense incurred in so doing.

15. BUYER'S INSOLVENCY

- 15.1 If the Buyer becomes subject to any of the events listed in Condition 15.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
- 15.2 For the purposes of Condition 15.1, the relevant events are:
- the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

- the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
 - (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
 - (being an individual) the Buyer is the subject of a bankruptcy petition or order;
 - a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
 - (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
 - a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
 - any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2 (a) to clause 15.2 (h) (inclusive);
 - the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
 - the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 15.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

16. GENERAL

16.1 Assignment and Subcontracting.

- The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

16.2 Notices.

- Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause (a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.3 Severance.

- If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 16.4 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 16.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

- 16.6 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller.

- 16.7 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

17. INTELLECTUAL PROPERTY

- 17.1 You may access, view, download and print out one copy of Town & Country Fine Foods' Website and all information, images, and other content displayed on the Website ("Materials") strictly in accordance with these Terms of Use.
- 17.2 You may only view, print out, use, quote from and cite the Website and the Materials for your own personal, non-commercial use and on the condition that you give appropriate acknowledgement where appropriate to Town & Country Fine Foods. All intellectual property rights in and to the Website and the Materials are either owned by or licensed to us and your use of the Website and Materials is subject to the following restrictions.
- 17.3 You must not:
- (a) remove any copyright or other proprietary notices contained in the Materials;
 - (b) use any Materials from the Website or Price List in any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties; or
 - (c) reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit Town & Country Fine Foods' Website and/or the Materials or Price List for any commercial purpose, without our prior written consent.
- 17.4 We try to ensure that our website is free from viruses or defects. However, we cannot guarantee that your use of our website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.
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TOWN & COUNTRY FINE FOODS LTD

PRIVACY POLICY

The Data Controller is Town & Country Fine Foods Limited (referred to as “we”, “us” or “our”) and this Privacy Policy sets out the basis on which we will process personal information provided to us (personal data).

We take our obligations in respect of the privacy of personal information very seriously and we will only process personal information as detailed in this policy unless we inform you otherwise.

If you do not wish us to process personal information in accordance with this policy, then please do not provide it to us.

HOW WE USE YOUR PERSONAL DATA

The processing of your personal information may include:

- Collecting and storing your personal data, whether in manual or electronic files
- Processing orders (including delivery), payments and refunds
- Communicating with you on issues with an order
- Notifying you of new products, special promotional offers or events
- Retaining a record of our dealing with you and the organisation you represent, and your interest in our products so we can help you further
- Establishing quality, training and compliance with our obligations and best practice
- For the purposes of backing up information on our computer systems

WHY WE PROCESS YOUR PERSONAL DATA

Entering into a contract with you:

- In order to provide our service we may enter into a contract with you and/or a third party. In order to enter into a contract we will need certain information, for example your name, address, email and phone number. A contract will also contain obligations on both your part and our part and we shall process your data as is necessary for the purpose of those obligations.

Compliance with legal obligations (regulatory and statutory obligations):

- Verify your identity & your company
- Maintain records for specific periods
- We are also required to comply with statutory and regulatory obligations relating to business generally, for example; complying with tax, bribery, fraud/crime prevention and data protection legislation, and co-operating with regulatory authorities such as HMRC.

Our legitimate interests (carrying on the commercial activity of supplying you with fine foods).

In providing our services & supplying you with our fine foods, we will carry out some processing of personal data which is necessary for the purpose of our legitimate interests, which include:

- Retaining records of our dealings and transactions and where applicable, use such records for the purposes of:
 - establishing compliance with contractual obligations with customers or suppliers
 - assessing your credit rating in order to offer you credit facilities
 - addressing any query or dispute that may arise including establishing, exercising or defending any legal claims
 - protecting our reputation
 - maintaining a back-up of our system, solely for the purpose of being able to restore the system to a particular point in the event of a system failure or security breach
 - evaluating quality and compliance including compliance with this Privacy Notice determining staff training and system requirements
- Using your personal data to:
 - assess suitability and contact you regarding potential promotions, new products, events or services
 - personalise your experience and our offering, whether via our website or otherwise

This means that for our commercial viability and to pursue these legitimate interests, we may continue to process your personal data for as long as we consider necessary for these purposes.

CONSENT TO OUR PROCESSING OF YOUR DATA

- We may process your personal data on the basis that you have consented to us doing so for a specific purpose, for example, if you have provided your contact details in order that we may use these to provide you with details of our services you may have consented to our processing of the data for that purpose. In other cases you may have provided your written or verbal consent to the use of your data for a specific reason.
- You may withdraw your consent to our processing of your personal information for a particular purpose at any stage. However, please note that we may continue to retain, or otherwise use your personal information thereafter where we have a legitimate interest or a legal or

contractual obligation to do so. Our processing in that respect will be limited to what is necessary in furtherance of those interests or obligations. Withdrawal of consent will not have any effect on the lawfulness of any processing based on consent before its withdrawal.

WHO WE SHARE PERSONAL DATA WITH

We will only share your personal information when we are required to do so to fulfil our contractual obligations with you, for example delivery of goods by a third party or where we use external service providers to perform actions listed above including regulatory bodies. We will require that these companies keep your data safe in accordance with GDPR.

TRANSFER

In the event of a sale, merger, liquidation, receivership or the transfer of all or part of our assets to a third party, we may need to transfer your information to a third party. Any transfer will be subject to the agreement of the third party to this Privacy Notice and any processing being only in accordance with this Privacy Notice.

DATA SECURITY AND CONFIDENTIALITY

It is our policy to ensure, in so far as is reasonably practicable, that our systems and records are secure and not accessible to unauthorised third parties in line with contemporary practice.

COOKIES

A cookie is a small file of letters and numbers that is downloaded on to your computer when you visit a website, which enables the website to tailor its offerings to your preferences when you visit it.

We do not currently use cookies on our website.

RETAINING YOUR DATA

It is our policy to only store your personal data for as long as is reasonably necessary for us to comply with our legal obligations and for our legitimate business interests.

If however you believe that we should delete your personal data, please inform us in writing of your reasons. Please see ‘Your Rights’ below.

AUTOMATED DECISIONS

We do not use any automated decision making software.

CHANGES TO THIS PRIVACY NOTICE

This Privacy Notice is regularly reviewed and may be updated from time to time to reflect changes in our business, or legal or commercial practice.

YOUR RIGHTS:

We take the protection of your personal data very seriously and it is important that you know your rights within that context, which include rights to:

- Request a copy of the personal data that we hold
- Object to our processing of your data where that processing is based upon legitimate interest and there are no compelling grounds for the continued processing of that data
- Request that we restrict processing of your data in certain circumstances
- Request that data is erased where the continued use of that data cannot be justified
- Object to any decision, which significantly affects you, being taken solely by a computer or via another automated process
- Withdraw your consent to our processing of your personal data for a particular purpose at any stage. However, please note that we may continue to retain, or otherwise use your personal information thereafter where we have a legitimate interest or a legal or contractual obligation to do so. Our processing in that respect will be limited to what is necessary in furtherance of those interests or obligations
- Request that inaccurate or incomplete data is rectified
- Request that data provided directly by you and processed by automated means is transferred to you or another controller; this right only being applicable where our processing of your data is based either on your consent or in performance of a contract
- Make a complaint to the Information Commissioner’s Office

Please note that should you exercise your right to request that we erase data or cease any processing activity, we may retain a record of this request and the action taken in order to both evidence our compliance, and to take steps to minimise the prospect of any data being processed in the future should it be received again from a third party source.

CONTACT ADDRESS:

If you have a privacy concern, request, complaint or a question, please contact us at:

Town & Country Fine Foods Limited

No.4 Perth Trading Estate, Montrose Avenue, Slough, Berkshire, SL1 4XX

Email: dataprotection@tcfinefoods.co.uk

TOWN & COUNTRY

FINE FOODS



BY APPOINTMENT TO
HER MAJESTY THE QUEEN
SUPPLIERS OF FINE FOODS
TOWN & COUNTRY FINE FOODS
BERKSHIRE

ACCOUNT INFORMATION

Account Name

Account Number

Area Sales Manager

Area Sales Manager Mobile Number

Order Day

Delivery Day

Min Order

CUSTOMER SERVICE OFFICE HOURS

-

Monday to Thursday: 9am – 10pm

Friday: 9am – 5.30pm

-

0345 672 8000

Answer phone outside these hours. Please leave a clear message stating: Account Name, Account Number, Contact Details and contents of your order (with product codes). Calls may be recorded for training and development purposes.

orders@tcfinefoods.co.uk

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@tcfinefoods

+44 (0)345 672 8000 | sales@tcfinefoods.co.uk | accounts@tcfinefoods.co.uk | www.tcfinefoods.co.uk

TOWN & COUNTRY FINE FOODS LTD, NO. 4, PERTH TRADING ESTATE, MONTROSE AVENUE, SLOUGH, BERKSHIRE, SL1 4XX, UK

RETURNS POLICY

IMPORTANT INSTRUCTIONS TO ALL OUR CUSTOMERS

Thank you for your valued business. Your order has been packed by our experienced warehouse staff and we trust the goods have reached you in perfect condition.

PLEASE CHECK YOUR ORDER IS INTACT AND CORRECT WITHIN 24 HOURS OF RECEIPT

WHAT TO DO IF THE GOODS ARRIVE DAMAGED OR INCORRECT:

Telephone Customer Services on 0345 672 8000 within one working day of receipt and report the problem.

Goods will not be accepted for return or credited if we are not notified of the fault within this period.

WE REGRET THAT WE ARE UNABLE TO PROCESS ANY CLAIM FOR A CREDIT IF PRODUCTS ARE RETURNED IN AN UNSALEABLE CONDITION, I.E:

- Without the primary and outer packaging, as this act contravenes the requirements of Food Safety regulations.
- Where the primary packaging is marked in any way.
- Where the primary packaging seals are broken.
- Where items are missing.

We endeavour to have returns collected by our carrier within one working day of hearing from you, or by our own Town & Country Fine Foods drivers at your next delivery. In the meantime, we ask you, in accordance with HACCP and Food Safety regulations, to keep the products safe from any risk of damage (including moisture, heat or cold damage) or contamination.

Please ensure that goods are returned in the original unmarked packaging. If necessary, please place in new transit packaging, clearly marked with our name and address and enclose a copy of the invoice/delivery note.

ACCEPTANCE OF GOODS

The Buyer shall be deemed to have accepted the Goods 24hrs after signed delivery. After acceptance the Buyer shall not be entitled to reject any Goods that are not in accordance with the Contract. Please ensure your product quantities are correct at the time of ordering as an administrative charge of £10 will be incurred for any returns due to Buyer error.

WE CANNOT ACCEPT RETURN OF FROZEN PRODUCTS DUE TO FOOD SAFETY REGULATIONS

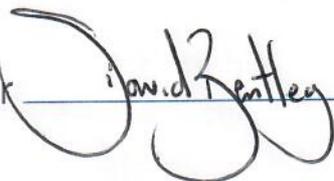
Staying COVID-19 Secure in 2020

We confirm we have complied with the government's guidance on managing the risk of COVID-19

FIVE STEPS TO SAFER WORKING TOGETHER

- ✓ We have carried out a **COVID-19 risk assessment** and shared the results with the people who work here
- ✓ We have **cleaning, handwashing and hygiene procedures** in line with guidance
- ✓ We have taken all reasonable steps to **help people work from home**
- ✓ We have taken all reasonable steps to **maintain a 2m distance** in the workplace
- ✓ Where people cannot be 2m apart, we have done everything practical to **manage transmission risk**

Employer



Date

17 JUNE 2020

Who to contact:

JOHN STEVENS Representative

(or the Health and Safety Executive at www.hse.gov.uk or 0300 003 1647)

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TCFF: COVID-19 General workplace safety risk assessment

This risk assessment is used in planning for return to work post Covid-19 lockdown.

The purpose of the document is to identify the control measures that should be put in place to protect employees and others from the risk of coronavirus infection.

Assessor: Eve West	Job Title: Head of Human Resources
Second: John Stevens	Job Title: Operations Manager
Assessment date: 3 rd June 2020	Review date(s): 3 rd September 2020
Business type: Food	Business location: Office/Warehouse/Distribution

Business hazards associated with the coronavirus pandemic	Potential risks to workers caused by hazards	Control measures	Further Actions required	Who needs to carry out the action?	When is the action needed by?
Infection Prevention, Cleaning and Staff Safety					
As the business rebuilds after lockdown and staff return to work the organisation must ensure their safety by making premises "COVID" secure – unsafe workplace premises raise the risks of virus transmission	<p>There is a direct threat to staff health and wellbeing from transmission of the COVID-19 coronavirus while at work.</p> <p>People can catch the virus from others who are infected in the following ways:</p> <ul style="list-style-type: none"> • Virus moves from person-to-person in droplets from the nose or mouth • Spread when a person with the virus coughs or exhales • The virus can survive for up to 	<p>Ensure that the organisation complies with its duty to provide a safe and healthy workplace/working conditions for staff in the workplace during the coronavirus pandemic by:</p> <ul style="list-style-type: none"> • Circulating "COVID secure" coronavirus policies and safety procedures to all staff and managers; these set out how staff should behave and the precautions they must adopt during the pandemic to keep them safe. • Requiring staff to practice effective social distancing while in and around the 			

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	<p>72 hours out of the body on surfaces which people have coughed on, etc</p> <ul style="list-style-type: none"> • People can pick up the virus by breathing in the droplets or by touching contaminated surfaces and then touching their eyes or mouth 	<p>workplace, while travelling to work and in all work business.</p> <ul style="list-style-type: none"> • Managers should pass on and reinforce key Government public health messages to all staff: <p>cover the mouth and nose with a tissue or sleeve (not hands) when coughing or sneezing. Put used tissues in the bin straight away, wash hands regularly with soap and water for at least 20 seconds (use hand Sanitiser gel if soap and water are not available)</p> <ul style="list-style-type: none"> • Avoid close contact with people who are unwell • Clean and disinfect frequently touched objects and surfaces do not touch face, eyes, nose or mouth if hands are not clean. • Keep local/departmental risk assessments under review to ensure that a safe place of work is maintained • Fully involve the workforce at all stages of the pandemic • Make any adjustments to the workspace/rotas/work patterns/procedures necessary to facilitate effective infection prevention and 			

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		<p>social distancing at work.</p> <ul style="list-style-type: none"> • Follow government health and travel advice • Provide hand sanitiser as required • Provide infection control personal protective equipment (PPE) such as gloves, masks and eye protection if required <p>Increase environmental cleaning in the workplace. Review and revise cleaning schedules and ensure cleaning staff have access to suitable detergents, disinfectants and PPE Provide additional waste removal facilities and more frequent rubbish collection Display appropriate public health posters and notices around the workplace and on websites Staff are not required to wear face coverings while at work but may do so if they wish.</p>			
Homeworking, Hot-desking and Equipment Sharing					
Staff working together in workplace premises inevitably raises the risk of virus transmission. Hot desking and the	Homeworking reduces the risk of staff gathering in the workplace and of transmitting the virus.	Homeworking should be adopted within the organisation as the preferred method of work wherever possible and only staff who need to be on-site should attend workplace premises. The following working arrangements will be put into place to support homeworking:			

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<p>sharing of equipment present hazards that raise the risk of virus transmission further</p>		<ul style="list-style-type: none"> • Managers will plan for the minimum number of people needed on site to operate safely and effectively • Departmental and line managers to review all staff job roles in order to facilitate and encourage homeworking wherever appropriate • Homeworking policies to be reviewed to ensure that sufficient support is provided to homeworkers • Managers should monitor the wellbeing of people who are working from home and put in place measures to support their mental and physical health and personal security • Enhanced IT support to be provided to homeworkers to ensure the effectiveness of working arrangements and the security of information and data, for example, remote access to work systems <ul style="list-style-type: none"> • Arrangements should help homeworkers to stay connected to the rest of the workforce as appropriate • Hot-desking will not be supported at this time • Equipment should not be shared between staff – limit use of high- 				

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		touch equipment in the workplace			
Workplace social distancing					
Effective social distancing is a key element in reducing the transmission of COVID-19	Social distancing refers to people being required to maintain a distance from each other of 2 meters, wherever possible. Social distancing effectively puts people at a safe range from anyone coughing. The main route of virus transmission is through droplets exhaled or coughed by an infected person	<p>Staff are required to practice effective social distancing while in and around the workplace, while involved in work activities and when travelling to and from work, whenever possible, by:</p> <ul style="list-style-type: none"> • Avoiding non- essential contact with others • Keeping a safe distance of at least 2 metres (about 3 steps) from others whenever possible • Avoiding physical contact • Adaptations to the premises to support social distancing should include: <ul style="list-style-type: none"> • A review of all work premises to identify suitable adaptations which will support social distancing. • Offices and workspaces to be set up to support social distancing, e.g. layout changes, appropriate signage, stickers and floor markings to denote safe distances. • Workstations and desks to be arranged with a minimum separation between them – where necessary screens will be fitted. 			

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		<ul style="list-style-type: none"> • Establishing maximum occupancy limits for offices and work areas • Reducing the need for staff to move around within the workplace <p>Adaptations to work processes to support social distancing will include:</p> <ul style="list-style-type: none"> • Cancelling non- essential meetings • Holding essential meetings in well ventilated rooms with appropriate social distancing in place – limit numbers to essential members. • Replacing face-to-face meetings with video or phone conferencing. • Providing hand sanitiser at meetings • Carrying out any essential training/ recruitment by using email/online elearning wherever possible. • Managers should display notices in all premises reminding staff of the key infection prevention requirements, including the need to maintain safe distancing. <p>Where social distancing guidelines cannot be followed in full, in relation to a particular activity, managers must carry out further risk assessments and consider whether that activity needs to continue for the business to operate - where such activities need to</p>				

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		continue appropriate mitigation methods should be put into place, such as: <ul style="list-style-type: none"> Increased hand washing Increased environmental cleaning Keeping the activity time involved as short as possible Reducing the number of people each person has contact with by using fixed teams. 				
Higher Risk Areas of the Workplace						
Some areas of the workplace may present a higher risk than others: <ul style="list-style-type: none"> staff toilets staff rooms restrooms 	Heavily used areas of the workplace are more likely to present an infection transmission risk. It is essential for staff to wash hands regularly but also that toilets are kept clean and free of coronavirus contamination Staff going to the toilet together may compromise their ability to comply with social distancing Increased risk of people coughing and touching door handles, taps and toilet flush handles	Ensure higher-risk high-traffic areas of the workplace are COVID- secure by applying appropriate safety precautions, including: <ul style="list-style-type: none"> Stressing the need for staff to follow good hygiene practice at all times while at work. Managers ensuring that adequate hand cleaning resources are provided; all staff toilets to be supplied with adequate supplies of hot water & liquid soap. Printing handwashing instructions/posters and displaying throughout workplace, especially in toilets Limiting numbers of staff who can use high traffic areas such as corridors, stairs, toilets, and restrooms at any one time. 				

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		<ul style="list-style-type: none"> • Monitor high-traffic area use and regulate access as necessary • Staggering breaks to ensure that restrooms and toilets are not overloaded • Placing hand gels at convenient places around the workplace with instructions for use. • Increasing environmental cleaning, especially in and around toilets and restrooms, special attention to be paid to frequently touched surfaces such as door handles, toilet flush handles, light switches. 				
Vulnerable and Extremely Vulnerable Staff						
Some staff may have pre-existing medical conditions which render them more vulnerable to the dangers of coronavirus infection	Those who are classified by PHE as being at greater risk from COVID-19 include people in the vulnerable (moderate risk) and extremely vulnerable (high risk) categories.	<p>The following safety and staff health arrangements should apply to staff who are classified as vulnerable (moderate risk) or extremely vulnerable (high-risk): Managers & HR should identify and be aware of staff who fall into vulnerable and extremely vulnerable categories:</p> <ul style="list-style-type: none"> • No member of staff in the extremely vulnerable “high-risk” category should be expected to come to work during the pandemic crisis or during recovery from the lockdown – these staff should be advised to follow government medical 				

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		advice and stay at home. <ul style="list-style-type: none"> Staff in the vulnerable moderate risk” category should be considered on a case by case basis – wherever possible they will be supported to work from home. 				
Staff Health and Staffing Levels						
Low staffing hazards due to high rates of staff sickness or staff having to self-isolate themselves at home or remain at home because they are “shielded”	Staff may get sick with coronavirus infection. People who have symptoms must “self- isolate” at home for 7 days from the start of symptoms to prevent them from passing the infection on. Those who live with others and where one person has symptoms must self-isolate as a household for 14 days from the day when the first person in the house became ill. If anyone else in the household starts displaying symptoms, they need to stay at home for 7 days from when the symptoms appeared, regardless of what day they are on in the original 14- day isolation period.	The following safety arrangements should apply to staff health or staffing levels: <ul style="list-style-type: none"> Staff who are sick or self-isolating should phone immediately and inform their line-manager – on no account should they attend for work. Make sure that communications go out that no member of staff should come to work if they are self- isolating or if they have COVID-19 symptoms or if they feel unwell. 				
Premises Access and Travel						
Staff who are required	Travel to and from work may lead to	The following safety arrangements should				

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<p>to attend for work must be given safe access to the workplace</p>	<p>greater risk of virus transmission Public transport may be restricted to achieve social distancing. Access to buildings may create a virus transmission risk if staff all seek entrance at once or are channeled through single points of entry Risks may be increased for disabled staff who may have reduced options for access</p>	<p>apply to workplace access and travel arrangements:</p> <ul style="list-style-type: none"> • Ensure that sufficient access points to the workplace are provided so that staff do not congregate at entrances and exits • Ensure that all access points have supplies of sanitizer available • Review disabled access policies and arrangements to ensure safe entrance or exit for disabled staff <p>Use floor markings and signage at entrances and exits:</p> <ul style="list-style-type: none"> • Introduce one-way flow systems at entry and exit points where appropriate • Enable flexible/staggered working arrangements so that staff can avoid travelling at peak times or all arriving or leaving at the same time • Provide hand sanitiser at entrances and exits • Ask staff not to share cars • Support staff to walk or cycle to work wherever possible: providing safe bike storage, lockers, changing facilities. • Ask staff not to use public transport if possible – where they do use public transport they should conform with all requirements. 				

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		<ul style="list-style-type: none"> In all cases non-essential travel for work purposes should be minimised 				
Cases of Possible Infection On-site						
People becoming unwell while on-site or a symptomatic person using a site	High risk of transmission	<p>If a member of staff becomes unwell in the workplace with coronavirus symptoms:</p> <ul style="list-style-type: none"> a new, continuous cough a high temperature <p>they should be sent home and advised to follow government advice to self-isolate. The following actions should be taken within the workplace:</p> <ul style="list-style-type: none"> All surfaces that a symptomatic person has come into contact with must be cleaned and disinfected, especially objects visibly contaminated with body fluids and all potentially contaminated high- contact areas such as toilets Public areas where a symptomatic individual has passed through and spent minimal time, such as corridors, but which are not visibly contaminated with body fluids, can be cleaned thoroughly as normal Cleaning staff should use disposable cloths or paper roll and a detergent disinfectant Cleaning staff must wear appropriate PPE 				

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		<ul style="list-style-type: none"> Waste from cleaning of areas where possible cases have been (including disposable cloths and tissues) should be “double-bagged” and tied off. The Operations Manager will direct where this can be stored for 72 hours or contact our waste disposal contractor for disposal of clinical waste. 			
Business Continuity					
Crisis management and business continuity hazards caused by the pandemic emergency	The crisis threatens business continuity and ability to deliver essential services to our customers	Managers should refer to business continuity policies and procedures After lockdown the following safety arrangements should be applied to establish business recovery: <ul style="list-style-type: none"> Establish overall coronavirus risk management team Ask all departments to review and refresh business continuity plans as necessary Devise appropriate business recovery plans and keep under constant review 			
Information					
Hazards caused by lack of information or inaccurate information being circulated	The pandemic has been accompanied by a large amount of official guidance, some of which needs interpretation. If	To ensure the safety and wellbeing of staff business strategies must be based on accurate information and staff must be given consistent and clear messages			

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	misunderstood they can obscure and confuse vital health and safety measures.	<ul style="list-style-type: none"> • Coronavirus risk management team to monitor official advice carefully and update all policies and procedures • Ensure leadership teams/local managers are briefed and kept up to date • Keep staff informed – key messages include the need for unwell staff or homeworking staff to stay at home, for frequent handwashing and for social distancing 				
Communication						
Threat to effective communications	The pandemic crisis threatens communications with clients/customers/suppliers – such communications are vital in the re-establishment of business activities and procedures after lockdown	After lockdown the following safety arrangements should be applied to mitigate risks to communication systems: <ul style="list-style-type: none"> • Senior management to review all outward facing communications to ensure messages are consistent, clear and reflect the customer focused and socially aware values of the organisation • Managers to revise communications strategies and plans • Devise specific plans for how and how often to communicate with clients/customers/ suppliers 				
Cyber Security						
Cyber-security risks	Cyber-security threats often	The following safety arrangements should be				

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	<p>accompany a crisis, including computer viruses, phishing and scam emails and coronavirus related “ransomware”</p> <p>With the organisation and individual staff reliant on digital communications and the internet, and with more staff working from home and using a variety of digital devices, the need to ensure the security and function of our digital systems is more important than ever</p>	<p>applied to mitigate cyber risks:</p> <ul style="list-style-type: none"> • Review cyber security and surveillance infrastructure and ensure that all reasonable protection is in place • Circulate warnings to staff and managers of any credible cyber threats • Ensure that staff working from home and using remote- working systems are covered by cyber-risk protections • Ensure any homeworking arrangements maintain standards of data protection and IT security • Ensure that existing cyber-security systems do not interfere with the availability of critical safety information and updates relating to coronavirus • Assess cyber risks to new supply chain connections developed during the crisis 				