



AMBALA FOODS LIMITED

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**APPLICANTS INTERESTED IN OPERATING AN AMBALA FOODS RETAIL
DISTRIBUTION BUSINESS MUST MEET THE FOLLOWING
REQUIREMENTS BEFORE THEIR APPLICATION CAN BE CONSIDERED**

Definitions:

"We", "us", "Ambala" and "Ambala Foods" means Ambala Foods Limited.

"Applicant", "you", "your" and "applicants" means the party making an application according to these Requirements.

The following documents and information together with a **non-refundable** administration fee for consideration of your application (payable by **bankers draft** for £352.50, including VAT, made payable to "Ambala Foods Limited") must be sent to us at the above address clearly marked "**Business Enquiry**" in the top left hand corner:

1. The Applicant's C.V. including full name as on his/her passport, residential address with full postcode and documentary evidence of National Insurance Number for British Citizens.

2. **PASSPORT IDENTIFICATION** UK Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 impose a statutory duty on us to verify your identity. We will require a copy of Applicant's passport certified* as a true copy by a Solicitor. If the Applicant is a Non-EU passport holder, a copy of the relevant page showing the right to remain in the UK and to take up employment or carry on a business here.

3. **UTILITY BILLS** At least TWO of the following copy documents showing a "paid" stamp not older than two months to verify the Applicant's usual residential address:

- 3.1 *Council Tax Bill
- 3.2 *Water Rates Bill
- 3.3 *Gas Bill
- 3.4 *Electricity Bill

[* Non-UK Applicants will have to submit these documents duly certified as true by a Notary Public in their own country of residence.]

4. REFERENCES

The Applicant must apply for and supply the following ORIGINAL references together with copies of the letters requesting references from the Applicant's referees:



- 4.1 Bank
- 4.2 Accountants
- 4.3 Solicitors
- 4.4 Landlord and
- 4.5 TWO trade referees

The Referee must confirm that the Applicant is a trustworthy and honourable person and how long the Referee has known the Applicant. The Referee must also confirm the Applicant's financial worth or ability to honour his/her usual financial and business commitments including ability to pay for goods to be supplied by Ambala Foods. Your bank reference must state your ability to pay at least £_____

[Table 1] per month for goods to be supplied to you.

5. The Applicant acceptable to the Ambala Foods will meet our high standards with respect to business experience, financial status and ability and shall (if required) successfully complete a programme of initial training at Ambala Foods at the Applicant's sole cost and expense.

6. The Applicant's financial ability to pay for the cost of shop fitting works in accordance with our standard specification will have to be proved to our absolute satisfaction.

7. We will also need to see the Applicant's business plan.

8. BUSINESS PREMISES No application will be considered unless security of tenure of the shop premises can be confirmed to our absolute satisfaction.

9. If the business premises intended to be used by the Applicant are held/to be held under a lease, a solicitor's certified copy of the **stamped** lease and if the lease is registered at H.M. Land Registry, original Official Copy of Register Entries and Title Plan will be required. If the Lease does not have an impressed stamp of the Inland Revenue, please supply a copy of the Inland Revenue SDLT5 Certificate confirming that Stamp Duty Land Tax has been paid by you.

10. If the business premises intended to be used by the Applicant are freehold, original Official Copy of Register Entries and Title Plan will be required.

11. If you have previous successful business experience, we reserve the right to request trading accounts relating to your business for the last 3 years filed with the Inland Revenue.

12. An appropriate Security Deposit will be required if your application is accepted by us to grant you a distributorship. The Security Deposit will depend on the level of your projected turnover £_____ **[Table 1]** to be deposited with us to guarantee your payment for the supply of our products.



13. Such other reasonable requirements that Ambala Foods may consider appropriate or relevant to enable us to consider the suitability of the Applicant.

14. If the Applicant is a limited company or a corporation, the directors and/or the shareholders must be persons acceptable to Ambala Foods according to the requirements/criteria set out above.

15. All documents and information received by us will be processed in strict confidence and we draw your attention to the heading “Data Protection Legislation” in our Standard Terms and Conditions which can be viewed on our above website.

16. If your application is successful, you will be invited to attend a meeting at our offices to discuss the matter further and you will become our authorised Distributor and NOT a franchisee. The successful Applicant will be required to enter into a Distribution Agreement in our standard form and a draft agreement will be supplied to you or to your legal advisor. We suggest that you seek independent legal advice on the Distribution Agreement, as we cannot advise you as regards legal, financial, tax, accounting or business matters or any other consequences that may arise.

17. DISCLAIMER AND PROCESSING OF YOUR APPLICATION

17.1 Owing to the large number of enquiries/applications that we receive, applicants must have regard to the matters set out below.

17.2 Ambala Foods are not your agents and are under no contractual or legal duty or obligation to you and cannot guarantee safe delivery of your documents and references sent to us. Neither can Ambala Foods be held responsible for documents that get lost or go missing in the post, or for other matters, or circumstances entirely beyond our control.

17.3 It is the Applicant’s sole responsibility to ensure that your application is not deficient or defective. Ambala Foods will consider your application for a distributorship only upon receipt by us of **full and proper** documents. No reminders will be sent to you about any documents that are omitted or missing from your application.

17.4 Failure to provide any required information or documents will result in your application being rejected and all documents received will be destroyed within 28 days of receipt (unless you have requested their return . see 17.4 below) and renewal of the application will attract a further administration fee of £352.50.

17.5 If your application is unsuccessful, and you require Ambala Foods to return your documents, you must send us an A4 size postage pre-paid self-addressed envelope clearly marked “Return of Documents” in the top left hand corner. Otherwise, all documents received will be destroyed within 28 days of our decision. Overseas applicants requiring the return of their documents must add a further £10.00 to the application fee for return postage. All documents will be returned by ordinary post.



17.6 Ambala Foods will acknowledge receipt of your application within 14 days of receipt. Please do NOT telephone us to enquire about the progress of your application. This will merely delay us in processing your application. It is the Applicant's duty to enquire in **writing** (NOT BY TELEPHONE) if after 14 days from the date of despatch of your application and documents you have not received our acknowledgment.

17.7 All decisions will be notified to the Applicant in writing by email and/or fax only within 28 days of receipt of the application. Whilst Ambala Foods will do our utmost to process your application within the above time limits, we cannot guarantee a decision within 28 days and neither can we be held liable for delays that may occur for any reason or circumstances entirely beyond our control. The decision of Ambala Foods will be conveyed direct to the Applicant and shall be final and no appeal will be entertained.

17.8 Ambala Foods cannot accept any liability and neither are we under any contractual or legal duty or obligation to the Applicant to entertain any application at all and Ambala Foods reserve the right to return or reject any application together with the application fee without any reason or explanation.

19. LEGAL COSTS The successful Applicant will be responsible for the payment of his/her own legal costs and disbursements as well as the legal costs of Ambala Foods for the grant of a Distribution Agreement. Our solicitors will require an irrevocable undertaking from your solicitors for the payment of the legal costs and disbursements of Ambala Foods, regardless of whether the matter proceeds to completion.

Reference:

[Table 1] = The value would be based on the projected weekly turnover example mentioned below;

Project weekly Turnover	Deposit
£ 5,000.00	£21,666.67
£ 6,000.00	£26,000.00
£ 7,000.00	£30,333.33
£ 8,000.00	£34,666.67
£ 9,000.00	£39,000.00
£10,000.00	£43,333.33