

Terms & Conditions

Definitions:

'We' means Barmaster (Independent Wholesalers) Limited. Registered in England & Wales at Unit 2 Highcliffe Mills, Bruntcliffe Lane, Morley, Leeds, LS27 9LR; Company Number: 03841988

'You' means the person/trader or company that buys or agrees to buy goods from us.

1. Basis of Sale

These are the terms of our contract with you. The signing or acceptance of any of your documentation by any of our employees or agents shall not modify these terms or form part of any contract between you and us.

2. Orders and Delivery

No order shall be binding by us, until it is accepted over the telephone or by electronic communication by one of our authorised representatives or confirmed in writing by us. We shall not be liable for any loss or damage whatsoever arising as a failure to deliver goods by any particular date provided that we use all reasonable endeavours to deliver the goods within a reasonable timescale. We may deliver the goods by installments. We do not sell goods on a "sale or return" basis.

We reserve the right to make an additional charge if you request any unscheduled delivery or emergency delivery.

References in our price list to container sizes are standard industry expressions and are not necessarily arithmetically relative to the contents of the corresponding size.

3. Storage, Handling and Resale of goods.

You shall take all responsible steps, and shall use your reasonable endeavours to procure that your own customers take all reasonable steps, to preserve the quality of the goods and any bottles, cases, canisters, kegs, casks or any other returnable containers and pallets from the time of delivery until dispensed to the ultimate consumer.

You shall co-operate fully with us in the event of a recall of the goods or containers and you shall provide such co-operation and assistance as we reasonably request in order to comply with applicable legal requirements relating to the goods or containers or any part of them.

You shall ensure and use reasonable endeavours to procure that your customers ensure, that the goods remain in the original containers in which they are supplied, until sold or dispensed to the ultimate consumer.

The residual contents of any containers which are collected for return to us (or our contractor) will become our property from the time they are collected, without any further payment from us. You will have no further rights in those residual contents.

4. Prices

The prices charge for goods will be those applied by us on the date of delivery. Prices may change at any time without notice, upon any changes to the rates of duty or other charges that apply immediately which are out of our control. In the event of any such change, orders received but not delivered at the date of such change will be fulfilled at the revised price.

All prices quoted are exclusive of value added tax, unless otherwise stated. In the event that we supply goods to you under bond you shall ensure that you fulfill your obligations under the relevant regulations published by HM Revenue and Customs from time to time.

The prices quoted for goods are inclusive of carriage unless expressly agreed to and stated as otherwise.

5. Payment

Payment is due by you in cleared funds within such period or on such date as we specify to you.

Failure to pay any amount due to us by the due date or any circumstances which give us reasonable concerns about your solvency, shall entitle us to suspend delivery of any undelivered orders.

Any credit periods are granted at our discretion and can be amended or withdrawn by us at any time.

If payment is not made by the due date, we reserve the right to claim interest at 8% above the bank base rate, per annum, under the Late Payment of Commercial Debts Act 1998.

In the event of any cheques or direct debits being dishonoured, a charge of £25.00 (or such other sum that we may from time to time advise you) will be made on your account to cover bank and administrative costs.

We reserve the right to pass any overdue account over to third-party debt recovery agencies. Should this be necessary, you agree to pay any and all costs incurred as a direct result of pursuing overdue monies, including but not limited to disbursements, commissions and court costs.

6. Risk and Retention of Title

Risk of damage to or loss of the goods and containers shall pass to you at the time of delivery or, if you wrongfully fail to take delivery of the goods, at any time when we tendered delivery of the goods.

The property in the goods (but not in any containers) shall pass to you only when we have received from you payment in cash or cleared funds of all amounts then due and owing from you to us whether or not under this contract.

Until the property in the goods passes to you, you shall hold the goods as our fiduciary agent and bailee, you shall keep the goods separate from your own goods and third party goods and the goods shall be properly stored, protected and insured (in an amount that is not less than the price payable to us) and identified as our property.

Until the property in the goods passes to you, notwithstanding the provisions of the following condition, you shall be entitled to resell or use the goods in the ordinary course of your business, but shall account to us for the proceeds. You shall, to the fullest

practical extent, keep all such proceeds separate from any of your or third party monies or property and, in the case of the tangible proceeds, property stored protected and insured. Your power of sale referred to in this clause shall automatically cease upon the occurrence of any of the events referred to in condition 9.

Until the property in the goods passes to you (and providing the goods are still in existence and have not been resold), we may require you to deliver the goods to us. If you fail to do so, we or our representatives may enter (forcibly if necessary and with or without vehicles) your premises or any third party premises where the goods are stored and repossess the goods and we may do this at any time to reposes the containers.

You shall not be entitled to pledge or charge by way of security any of the goods which remain our property, but if you do so or purport to do so, all money owing by you to us shall become immediately due and payable.

The rights and remedies conferred to us by this condition 6 are in addition to and shall not in any way limit our other rights and in particular (but without limitation) our right to sue for the price of the goods notwithstanding that property in the goods has not passed and to recover our containers.

In the case of goods delivered to Scotland, references in condition 6 to "Bailee" shall be replaced by "Trustee"

7. Claims

Upon delivery, all goods should be examined and signed for with a clear signature and any losses or damages entered upon the delivery note and the carriers notified the same day. We shall be entitled to treat any signature obtained in good faith as binding by you. Claims cannot be entertained once goods have been signed for (unless the defect was not apparent until sampling). In respect of the non-delivery of goods for which an invoice has been raised, any claim must be made in writing to us within 5 days of the date of invoice. Any claim in respect of incorrect pricing must be made in writing within 14 days of the date of the invoice.

8. Liability

Our liability in the event of a valid claim relating to the goods or containers of our breach of this contract or our negligence will be limited to the replacement of the goods or a refund of the price of the relevant goods. We shall have no further or other liability to you.

We shall not be liable to you or deemed to be in breach of this contract by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control or due to your fault. This includes, but is not limited to, strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or those of a third party).

9. Insolvency

If:

- You become unable to pay your debts as they fall due,, propose any voluntary arrangement or enter into a compromise or other arrangement with your creditors;

- An encumbrance takes possession of, or a receiver or manager is appointed over, any of your property or assets (or an analogous event occurs in your jurisdiction);
- An order is made or you become subject to a bankruptcy petition or become bankrupt (or any analogous event occurs in your jurisdiction);
- You become subject to a winding-up petition or go into liquidation or become subject to a petition for an administration order or upon the making of an administration order;
- You are subject to any step been taken (including without limitation, the making of an application or the giving of any notice) to appoint an administrator;
- You cease, or threaten to cease, to carry on business; or
- We reasonably believe that any of the events mentioned above is likely to occur and notify you accordingly;

Then, without affecting our other rights or remedies, we may terminate this contract or suspend any further deliveries under this contract without further liability to you. If the goods have been delivered but not paid for, the price shall become immediately due and payable, notwithstanding any previous arrangement or agreement to the contrary.

10. Disclosure of Information, Data Protection and Money Laundering.

We may give you information and/or an opinion relating to your business or the status of any account held with us (“information”) to any credit reference agency, bank, supplier or sub-contractor as we reasonably consider appropriate. You authorise us to disclose information to such persons and you acknowledge that such information may be used by other customers of such persons, for purposes including, but not limited to, assessing applications for credit by you and members of your household (if applicable) and for occasional debt tracing and fraud prevention purposes.

Additionally we may, subject to the provisions of the Customer Credit Act 1974, seek information from any credit reference agency, bank or other person. You authorise us to obtain such information.

We conform to the Data Protection Act 1998 and any information you provide us will be stored and processed by us in accordance with that act.

By entering into this contract you agree and consent to the use of the information as set out above and for the purposes of our fulfilling our obligations to you under this contract. We are required to comply with money laundering legislation and regulations designed to combat the laundering of the proceeds of crime. Deliveries will not be made unless we have been provided with satisfactory evidence of your identity, and in certain circumstances we may be required to notify the appropriate authorities of issues relating to your affairs. We accept no liability to you for any losses you incur as a result of any actions we require to take as a result of such legislation and regulations.

11. Set-Off

If you owe us any payment or other liability, then we may set-off or withhold that amount from any sum which we owe you.

12. Waiver.

No delay by either of us in exercising our rights or remedies under this contract shall prevent or restrict the exercise of such rights or remedies at any time. No waiver (whether express or implied) by either of us of any breach of any of the terms of this contract by the other shall be constructed as a waiver of any subsequent breach of the same or any other provision.

13. Proper Law and Jurisdiction

Where the place of delivery of all the goods (which are subject of any one contract) is in Scotland, this contract shall be governed and constructed in accordance with Scottish Law and the Scottish courts shall have exclusive jurisdiction over any disputes arising, but otherwise English Law shall apply and the English courts shall have exclusive jurisdiction.

14. General

You shall not be entitled to assign, resell, transfer, encumber or otherwise dispose of any of your rights and obligations under this contract, in whole or in part, without any prior written consent and in any attempt to do so will entitle us to terminate this contract without prejudice to our other rights and remedies. We reserve the right to transfer to any person the right to receive payment of any money payable to us, and/or any of our other rights.

If we agree to supply you with goods upon which excise duty (or other duty or taxes) has not been paid, it will be on the strict condition that you comply with all legislation and procedures (whether legally binding or not) relating to excise duty suspension or such other regime as may be applicable. You will keep us fully indemnified at all times on demand against any assessment, claims, demands, losses, liabilities or expenses which we incur as result of any failure by you to fulfill your obligations under such legislation or procedures.

15. Amendments

We serve the right to alter these terms of sale generally or for any particular class of goods or customer. We will use our reasonable endeavours to give at least one weeks notice of alteration.

16. Severance

If any provision of these terms is held by any competent authority to be unenforceable (in whole or in part) it shall be deemed severable and the remaining provisions of these terms (and/or the remainder of such provision) shall continue in full force and effect.