

## TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD

### 1. Definition

1.1 The following terms shall have the following meanings:

**‘Contract’** means the contract between you as buyer and us as vendor for the sale and purchase of the Goods made through the company (directly or website) and is formed by our acceptance of your Order.

**‘Delivery Location’** means the location set out in the Order or such other location as may be agreed between you and us.

**‘Goods’** means the goods (or any part of them) set out in the Order and as described on the Site or in our Catalogue (whichever is applicable). Pictures and any descriptions are for illustrative purposes only.

**‘Leasing Company’** means any leasing company introduced to you in respect of and for the purpose of an Order or such company that you have requested us to deal with for that purpose.

**‘Order’** means your order for the Goods made through our shop, website through our online order form or direct to us by telephone.

**‘website’** means <https://www.barandcateringsupplies.com>

**‘Terms’** means the Terms and Conditions which are set out in this document

**‘The Company’** means 247 Bar and Catering Supplies Ltd (Company Number) whose registered office and trading address is at Approach Road Swansea Manselton SA5 8PD.

**‘The Customer’** means the trade customer purchasing the Goods from us by:

1.2 Placing any order with us you shall be deemed to have agreed to and accepted these Terms and shall be warranting that you are a commercial customer.

1.3 These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.4 Construction.

In these Terms, the following rules apply:

a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).



## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

- 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

## **2. Contract & Acceptance of Orders**

- 2.1** The Order constitutes an offer by you to purchase the Goods in accordance with these Terms. You are responsible for ensuring that the terms of the Order are complete and accurate.
- 2.2** The Order shall only be deemed to be accepted when we issue a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.3** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of us who is not set out in the Contract.
- 2.4** We reserve the right, and you consent for us, to carry out appropriate creditworthiness checks and request trade references about you and we may consult whomever we consider is appropriate for that purpose. Such information may then be made available (if applicable) to the Lease Company for the continuing assessment of credit risk.
- 2.5** We reserve the right to amend any accidental error or omission on quotations, order acknowledgements, invoices or credit notes.
- 2.6** A quotation for the Goods given by us shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from its date of issue.

## **3. Delivery**

- 3.1** We shall deliver the Goods to the Delivery Location or if you have chosen to collect the Goods from us you shall do so within 7 Business Days of being notified that they are ready for collection.
- 3.2** All delivery dates are approximate only. Time of delivery shall therefore not be of the essence.
- 3.3** We shall be entitled to make partial deliveries and failure to deliver part only of any Order shall not entitle you to reject the Goods.

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

**3.4** If you fail to take delivery of the Goods on the date of delivery, we shall, without prejudice to our other rights, be entitled to store the Goods at your risk and you shall pay all storage and additional carriage costs incurred and any abortive delivery charges charged by the carrier.

**3.5** If you are leasing the Goods from a Lease Company the Goods shall not be dispatched until we have received confirmation that you have complied with Term 6.5.

**3.6** You will be responsible for ensuring that we have free and safe access to give effect to delivery at the Delivery Location.

**3.7** All deliveries shall be to the business premises only unless otherwise specified and additional services agreed and if necessary, paid for.

**3.9** It is the customer's responsibility to check for any damages on delivery and report them to us within a 24 hour period. No action can be taken after this time period.

**3.9a** In case of a third party courier being used we can only request a booking in call. If this does not occur we cannot be held responsible.

## **4. Modification of Order**

Whilst every effort will be made to supply Goods in accordance with samples and/or agreed specifications we reserve the right to modify specifications, designs and materials where such modifications do not materially affect the quality or fitness for purpose of the Goods or to comply with any applicable standards or legal requirements.

## **5. Price & Payment**

**5.1** Unless otherwise notified to you, Goods will be invoiced at the price set out in the Order or if no price is quoted the price stipulated in our published price list current at the date of the acceptance of the Order.

**5.2** In the case of an Order for delivery by instalments each instalment shall be invoiced separately at the price set out in the Order or if no price is quoted at the price stipulated in our published price list at the date of despatch of such instalment.

**5.3** All prices are exclusive of VAT.

**5.4** Prices do not include delivery to a third party address, unless otherwise agreed in writing.

**5.5** Where appropriate, all carriage, modifications, special testing, inspections, insurance, packing or samples will be charged to you.

**5.6** Unless it has been agreed between you and us that you may purchase the Goods on a proforma basis before Goods have been despatched, we shall invoice the Goods on or at any time after despatch of the Goods.

**5.7** We shall be entitled to invoice each instalment as and when each instalment is despatched or at any time thereafter

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

**5.8** Payment of all sums shall be made in sterling and is due:

**a)** 30 days from the date of the relevant invoice if we have agreed (at our absolute discretion) that you are eligible for a credit account with us; or

**b)** Prior to despatch of the Goods if no credit account has been agreed.

**5.9** If term 5.8 (b) applies we are not under any obligation to despatch Goods to you unless and until payment is received.

**5.10** A 2.5% handling charge will be levied for payments made by credit card.

**5.11** If any payment is not made in full by the due date then, without affecting any other right which we may have, we may deduct any outstanding amounts from any monies in credit on any account whatsoever.

**5.12** Interest on any outstanding amounts may be charged, which shall accrue from the due payment date until the date of payment. No payment shall be deemed to have been made until we receive cleared funds.

**5.13** Should you fail to pay on the due date or fail to comply with the terms of payment we reserve the right to claim compensation and interest under the **Late Payment of Commercial Debts (Interest) Act 1998**

**5.14** Payment is due within the agreed timeframe stated on the invoice or credit arrangements, agreed between Bar and Catering and the Buyer in writing or verbally. In the event of default in payment the Company may withhold further deliveries. The Customer shall not be entitled under any circumstances to make any reduction in or deferment of payment in respect of any dispute set off or counterclaim with or against the Company. In the event of default in payment of any sums due to the Company by the Customer the Company shall be entitled to demand immediate payment of all sums outstanding at the date of default including such sums not yet overdue.

Notwithstanding terms of payment specified herein or elsewhere payment for all goods supplied shall become due immediately upon the commencement of any act of proceedings which the customer's solvency is involved (whether voluntary or upon application to any court) or upon the appointment of a receiver over the whole or any part of its assets or undertaking and upon such occurrence the power of sale granted to it above hereof shall automatically terminate.

If payment for the goods is overdue whether in whole or in part and any of the goods have been delivered the Company may without prejudice of any of its other rights enter the Customer's premises to recover and/or resell the goods or such of them as the Company in its absolute discretion may designate as necessary to recover the amount of payment overdue and its reasonable costs incurred in giving to its rights under this provision and for these purposes the Customer hereby irrevocably authorises the Company to enter and take all necessary and reasonable steps upon the Customer's premises.

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

Until full payment has been made for the goods supplied the Customer is and shall remain fiduciary for the Company in respect of the goods and if it sells or allows to be sold the goods the proceeds of sale shall be held in a separate clearly identifiable account and the Company's beneficial interest shall attach to the proceeds of sale and the Company shall have the right to trace such proceeds of sale.

**5.15** We shall charge Value Added Tax (VAT) on all sales but shall refund any such VAT to you on production by you of satisfactory evidence that you are exempt from the payment of such VAT.

**5.16** We may, by giving you notice at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a)** any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b)** Any request by you to change the delivery date(s), quantities or types of Goods ordered; or
- c)** Any delay caused by any or your instructions or your failure to give us adequate or accurate information or instructions.

## **6. Leasing Arrangements**

**6.1** At our discretion, and subject to certain criterion, we may be willing to allow the payment of the Goods to be funded through a Lease Company. Our agreement to this will be strictly on the basis that you agree to the terms within this section 6.

**6.2** We only act as an introducer to the Lease Company and are independent of it and not in any way connected to the same.

**6.3** You acknowledge that you have not relied upon any advice or representations from us in respect of whether or not you should use this method of payment.

**6.4** You understand that the arrangements with the Lease Company are a separate contract and not part of any contract with us and you accept all responsibility in this regard.

**6.5** You warrant that you shall ensure that all documentation and information required by the Lease Company to process the Order shall be completed no later than 7 Business Days from receipt of the same. Failure to comply with this provision will lead to delayed delivery.

**6.6** Any information displayed on our Site regarding leasing is based on information from the Lease Company and is for assistance only and is not in any way a substitute for advice required from the Lease Company itself or legal advice ( where applicable). We therefore do not accept any liability in respect of this information.

## **7. Warranties, Returns & Cancellations**

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

**7.1** We warrant that on delivery the Goods shall:

- a)** Conform with their description; and
- b)** Be free from material defects in design, material and workmanship

**7.2** Subject to the Terms of this section 7 if:

- a)** You give us notice in writing within 5 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1;
  - b)** We are given a reasonable opportunity of examining such Goods; and
  - c)** You (if we ask you to do so) return such Goods to our place of business at your cost
- We shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

**7.3** Goods shall be supplied with their manufacturers or distributor's standard parts only warranty unless otherwise specified in your Order. Additional warranties may be available from the manufacturer or distributor at an additional cost which will be added to your Order if you have chosen such additional warranty. All manufacturer's and distributor's warranties shall be governed by the manufacturers and distributor's own terms and conditions.

**7.4** When signing for deliveries you must state clearly on the delivery note any damage or shortages.

**7.5** Non-delivery must be notified in writing to us and to the carrier within 3 Business Days of the despatch date on the advice note or invoice;

**7.6** You must provide all information and assistance required by us to investigate any suspected defect and, if required, permit us to inspect the Goods concerned at any premises where the same are located.

**7.7** We reserve the right for Goods returned which are over 28 days old from the date of purchase to be replaced with a refurbished or repaired product.

**7.8** These Terms apply to any repaired or replacement Goods supplied by us.

**7.9** Goods are not sold on a trial basis. You should check the specifications and suitability of the Goods before ordering. We do not warrant the suitability of the Goods for specific applications and it is your responsibility to assess this.

**7.10** Goods which have been incorrectly ordered will only be accepted for return with our prior approval and subject to the payment by you of return carriage costs and any charge in accordance with Term 7.12

**7.11** Returned Goods will only be accepted if they are: in the same condition as when they were delivered and they are correctly packed in the original packaging with the manuals, returned with the necessary proof of delivery and purchase, and have not been used.

**7.12** We reserve the right to make a restocking charge of 25% if the goods are unopened and with original packaging. If there is NO packaging or the goods are USED then up to 50%

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

restocking can be charged by Manufacturers (at Manufacturer's discretion) of the value of the Goods. Such a charge may be made where we incur the same charge from our suppliers.

**7.13** Should you wish to cancel an order, the cancellation must be made in writing, either by email, fax or post. If you cancel any order whilst the Goods are still in transit, an abortive delivery charge will be incurred by you.

**7.14** Goods may not be returned without a Goods Return Authorisation Number which can be obtained from us by contacting our Sales Desk on 0845 6800695.

**7.15** Any Goods that are not normally held in stock will be ordered on your behalf from the manufacturer or other supplier. Such items cannot be returned if the customer decides that it is no longer required.

**7.16** We shall not be liable for Goods' failure to comply with the warranty set out in clause 7.1 in any of the following events:

- a)** You make any further use of such Goods after giving notice in accordance with clause 7.2;
- b)** The defect arises because you have failed to follow our (or that of the manufacturer or distributor) oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- c)** The defect arises as a result of us following any drawing, design or specification supplied by you;
- d)** You alter or repair such Goods without our written consent;
- e)** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- f)** The Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

**7.17** All special order items are made to order and are non-refundable once the order is placed. All Special order items are clearly marked on the website

**7.18** In the event of a warranty call out, we reserve the right to hold a deposit until the fault or error has been diagnosed. On receipt of the engineer's report being received by us, all of the deposit will be returned unless it is found to be a non-warranty issue in which case the remaining balance after charges will be returned.

**7.19** Warranties will only apply if the equipment is situated in the UK mainland.

## **8. Limitation of Liability**

**8.1** Term 8 defines our full liability in respect of the Goods. All other conditions, warranties or other undertakings concerned with the Goods whether express or implied by statute, common law, custom, usage or otherwise, are excluded to the fullest extent permitted by law except that nothing in these Terms shall exclude our liability for:

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

- a) Death or injury resulting from our negligence;
- b) Breach of terms as to title under Section 12 of the Sale of Goods Act 1979;
- c) Fraud or fraudulent misrepresentation; or
- d) Defective products under the Consumer Protection Act 1987.

### **8.2 Subject to Term 8.1:**

- a), we shall not be liable for any direct or indirect costs, claims, damages, losses or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or any indirect or consequential losses;
- b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any circumstances exceed the invoice value of the Goods;

### **8.3 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, computer system failures and computer virus attacks.

**8.4** We shall not be responsible for affixing any warning notices to the Goods or their packaging. This shall be your responsibility and you are deemed to have full knowledge of the Goods in relation to safety and otherwise.

**8.5** You are responsible for awareness of all relevant guidelines and regulations relating to health and safety within the workplace.

**8.6** We shall therefore not be liable for your failure to comply with Terms 8.4 and 8.5 and you agree to indemnify us against all losses and costs arising from such failure.

**8.7** The installation of the Goods requires a qualified person. We will not accept any actual or consequential claim or liability arising from incorrect installation and fitting of the Goods. We make no warranty as to the suitability of any packaging should you wish to re-sell the Goods. It



## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

is your responsibility to take such steps as are necessary to ensure that appropriate information relevant to the Goods is made available to any person to whom you supply the Goods to.

### **9. Title & Risk**

**9.1** The Goods shall be at your risk from delivery. However, we shall retain title (ownership) of the Goods until such time as you have paid any monies due to us on any order.

**9.2** Whilst we retain ownership of the Goods in accordance with Term 9.1 the following terms shall apply:

- a)** You shall keep the Goods labelled as belonging to us and separate and identifiable from all other goods in your possession as our Bailee;
- b)** Your right to possession of the Goods shall immediately cease if any of the circumstances in Term 9.4 arise.
- c)** You may only re-sell the Goods to your clients in the ordinary course of your business as our fiduciary and trustee. In the event of any resale by the customer of the Goods our beneficial entitlement shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefor shall be assigned to us and until such assignment shall be held on trust in a separate identified account for us by you and shall be identifiable as belonging to us.

**9.3** Without prejudice to the equitable rules as to tracing, in the event of failure to pay any and all the payments for the Goods in accordance with these Terms we shall have power:

- a)** to re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose we and our servants and agents may forthwith enter upon any premises or land occupied or owned by you to remove the Goods; and
- b)** pending payment of any and all payments due hereunder for the Goods you shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by you in an amount at least equal to the balance of the payments due hereunder for the same from time to time remaining outstanding. The policy shall bear an endorsement recording our interest.

**9.4** We shall have the right to cancel all or any contracts with the customer or withhold delivery of any Goods if:

- a)** The customer fails to pay any monies owing to us by the due date;
- b)** The customer commits any breach of any contract with us;
- c)** the Customer 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

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

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;

**d)** the Customer 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 other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

**e)** (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 Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

**f)** (Being an individual) the Customer is the subject of a bankruptcy petition or order;

**g)** a creditor or encumbrance of the Customer 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;

**h)** (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 Customer;

**If)** (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

**j)** A person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

**k)** any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Term 11.3;

**l)** The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

**m)** the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

**n)** (Being an individual) the Customer 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.

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

**9.5** In the event of delivery being withheld we shall be entitled as a condition of resuming delivery to require pre-payment of or such security as it may require for the payment of the price of any further delivery.

### **10. General**

**10.1** The construction, validity and performance of all Contracts between the parties shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts although this shall not limit the right of the Company to commence proceedings in any other jurisdiction the Company deems appropriate.

**10.2** Any suggested retail prices quoted in our price lists or catalogues shall not limit your right to set its own retail prices.

**10.3** You shall ensure that no trade mark or logo used on or in connection with any of the Goods or their packaging is added to, obscured, removed, defaced, altered or otherwise interfered with in any way.

**10.4** You shall not make any use of any logo or trade mark owned or used by us (whether in connection with the goods or otherwise) or any part thereof for any purpose whatsoever.

**10.5** Any part of these Terms which is void or unenforceable shall be deemed severable and shall not affect any other part of these Terms.

**10.6** No waiver or forbearance by us (express or implied) in enforcing any of its rights under a Contract shall prejudice its right to do so in the future.

**10.7** While every effort is made by our suppliers to stock items, occasions may arise where the item is sold out. We will, at our earliest possible opportunity inform you if any items are out of stock. No liability is taken should this cause problems.

### **11. UK WEEE Regulations (SI2006/3289 Waste Electrical and Electronic Equipment Regulations 2006 as modified by any subsequent legislation).**

**11.1** We sell our products either retaining the Producer's obligations under the **UK WEEE Regulations** or with you taking on those responsibilities. In either case you must clearly state which of these options you require and this must be documented. We will confirm this option on its order acceptance documentation. You must agree to disclose this agreement to any subsequent purchaser(s) of this equipment, as required by the regulations.

**11.2** You agree to absolve us from our obligations under the UK WEEE Regulations which may require us to be responsible for financing the collection, treatment, recovery and environmentally sound disposal of any product supplied before 13th August 2005, where a

## **TERMS AND CONDITIONS OF BUSINESS – BAR & CATERING SUPPLIES LTD**

similar new product is being purchased. We will undertake the collection, treatment, recovery and environmentally sound disposal of any product supplied before 13th August 2005 (or outside the scope of the WEEE regulations) subject to payment of our current disposal fees.

### **12. Recording of Communications**

We may monitor, record, store and use any telephone, email or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention and to improve the quality of our customer service