



Olivers Beer & Wine Ltd

Wholesaler to the licenced trade

Units 5 & 6, Borers Yard, Borers Arms Road, Copthorne, West Sussex RH10 3LH

Tel: 01342 712777

Fax: 01342 859046

E-mail: sales@oliversbeerandwine.co.uk

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 'Associated Company' as defined in Section 1159 of the Companies Act 2006
- 1.2 'Buyer' means the person persons, firm, or company entering into a Contract with the Company.
- 1.3 'Company' means Oliver's Beer and Wine Limited (company number - 05634368) whose registered office is at Unit 12 Borers Yard, Borers Arms Road, Copthorne, West Sussex RH10 3LH.
- 1.4 'Contract' means the contract for the supply of Goods incorporating these Terms.
- 1.5 'Force Majeure Event' has the meaning given in clause 12
- 1.6 'Goods' means the goods to be supplied by the Company to or on behalf of the Buyer.
- 1.7 'insolvent' means the Buyer being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; the levying of execution on any property of the Buyer the appointment of a Receiver or Administrative Receiver over all or any part of the Buyer's property; a proposal for Voluntary Arrangement or compromise between the Buyer and its creditors whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding up or the summoning of a meeting to pass such a resolution other than for the purpose of amalgamation or reconstruction; the presentation of a petition for the compulsory winding up of the Buyer or an Administration order; the Buyer ceasing to carry on its business
- 1.8 'Terms' means the terms as set out herein and any special terms agreed in writing between the Company and the Buyer.

2. GENERAL

- 2.1 All Goods are sold and services provided subject to these Terms 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.
- 2.2 No cancellation or variation of any Contract is permissible without the written agreement of Company and on terms that the Buyer shall indemnify the Company against all loss inclusive of loss of profit and costs incurred by Company.
- 2.3 The Company may vary the Terms from time to time and such variation shall be effective in relation to the sale thereafter of any Goods to the Buyer

3. AVAILABILITY

All Goods are offered for sale subject to availability

4. PRICES

- 4.1 Prices are quoted exclusive of Value Added Tax which will be added where applicable at the then current rate
- 4.2 The Company shall be entitled to change the price charged for any Goods without prior notice to the Buyer.
- 4.3 The Company may levy a fuel surcharge from time to time.

5. PAYMENT

- 5.1 Payment for Goods supplied/on credit account shall be made by direct debit payment without deduction by no later than the 15th day of the month following delivery unless otherwise agreed in writing.
- 5.2 The Buyer shall not be entitled to make any deduction or set off from any sums claimed by Company.

6. DELIVERY

- 6.1 Save as otherwise provided Company shall deliver the Goods to the Buyer or its agent at the stipulated delivery address and shall be responsible for insurance of Goods in transit. Risk of loss or damage to the Goods or (where supplied under bond) liability for duty shall pass to the Buyer when the Goods are delivered to the delivery address
- 6.2 Where Company supplies ex-cellars or FOB the Goods are deemed delivered when collected by the shipping agent or nominated transport company of the Buyer. The responsibility for transport and insurance of Goods in transit and the risk of loss of or duty to the Goods or (where supplied under bond) liability for duty if any is that of The Buyer
- 6.3 Delivery dates are given in good faith but are estimates only.
- 6.4 Company shall not be liable for any damages whatsoever whether direct or consequential resulting from any delay in delivery of the Goods or failure to deliver the Goods within a reasonable time whether such delay or failure is caused by Company's negligence or otherwise
- 6.5 Company will be entitled to make an additional charge if (a) an order is below Company's minimum order for delivery or (b) The Buyer fails to take delivery of Goods ordered or (c) Company in its sole discretion agrees to accept the return of the Goods

7. INSPECTION

- 7.1 The Buyer shall be under a duty to inspect the Goods at the time of delivery
- 7.1.1 The Buyer must give Company written notice within twenty four (24) hours of delivery of any claim for short delivery
- 7.1.2 If the Buyer does not give Company such notice within such time the Goods will be deemed to have been delivered in the quantities shown in the delivery notes
- 7.2 The Buyer shall not be entitled and irrevocably and unconditionally waives any right to reject the Goods or claim any damages whatsoever for short delivery however caused
- 7.3 Company's liability for short delivery is limited to making good the shortage

8. RETENTION OF TITLE

- 8.1 Ownership of the Goods shall remain with Company until the Buyer has paid each of:
 - 8.1.1 all sums owed by the Buyer to Company on whatever grounds
 - 8.1.2 all sums owed by any Associated Company of The Buyer
- 8.2 Until title passes the Buyer will hold the Goods as fiduciary agent and bailee for Company and shall keep the Goods separately stored protected insured and identified as Company's property
- 8.3 Subject to clause 8.4 the Buyer shall be at liberty to sell the Goods in the ordinary course of business but shall have no authority to



Registered Office: Stables Cottage, Hayes Lane, Slinfold, West Sussex RH13 0RF

Company no: 05634368 Vat no: 868003619

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enter into any contract of sale on Company's behalf. The Buyer shall at the direction Company account to Company for the proceeds of sale or insurance proceeds of the goods. A sale of Goods shall not be made by the Buyer to a company which is its holding company subsidiary company or with which it is an Associated Company from time to time without Company's prior consent in writing

8.4 The Company may at any time revoke the Buyer's power of sale in respect of the Goods and such power of sale shall automatically cease if the Buyer becomes insolvent

8.5 On determination of the Buyer's power of sale all sums in respect of the Goods supplied shall immediately become due notwithstanding that any period of credit permitted under the Contract may not have expired and the Buyer shall immediately place the remaining Goods at the Company's disposal and the Company shall be entitled to enter upon any premises of the Buyer or to which the Buyer has access for the purpose of removing the same from such premises

9. LIABILITIES

9.1 Nothing in these Terms shall exclude or restrict the Company's liability for death or personal injury resulting from its negligence or the Company's liability for fraudulent misrepresentation

9.2 If Goods supplied are defective in quality or condition subject to the Terms set out below Company shall in its sole discretion either supply replacement Goods or refund all (or the appropriate part) of the price paid for the Goods

9.3 The Company will not be liable under 9.2:

9.3.1 if the defect arises from the Buyer's negligence or failure to store the Goods in accordance with the manufacturer's recommendations

9.3.2 unless the defect is discovered within two (2) months from the date of delivery and the Company has been given notice of the defect within one (1) working day of it being discovered

9.3.3 unless the Company is given any opportunity to inspect the Goods and until such inspection occurs the Goods are not used

9.3.4 if at the time of the discovery of the defect the price for the Goods in question was due and has not been paid

9.4 Except as expressly provided in these Terms all warranties conditions (express or implied) statutory or otherwise are excluded to the fullest extent permitted by law

9.5 Save as set out in these Terms the Company shall not be liable by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any direct indirect or special loss, loss of profit business contracts or other losses whatsoever whether caused by the negligence of the Company its employees or agents or otherwise which arise out of or in connection with the supply of the Goods or their use or re-sale by the Buyer

9.6 In no circumstances whatsoever shall the liability of the Company to the Buyer (whether in contract tort or otherwise) arising under out of or in connection with this Contract of the supply of Goods exceed the purchase price of the Goods the subject matter of any claim

10. DEFAULT

10.1 If the Buyer fails to pay for the Goods on the due date or there is a material change in the constitution of The Buyer or an Associated Company of the Buyer or an Associated Company becomes insolvent or the Buyer fails to remedy any of its breaches of the Contract after being requested so to do the full balance outstanding on any account between the Company and the Buyer shall become immediately payable and Company shall be entitled to do any of the following without prejudice to any other right or remedy it may have:

10.1.1 require payment in cash or in cleared funds in advance of delivery of undelivered Goods

10.1.2 cancel or suspend any further delivery to the Buyer under any Contract

10.1.3 sell or otherwise dispose of any Goods which are the subject of any Contract with the Buyer

10.1.4 charge interest on the balance of any monies due at the rate of the higher of (i) 8% per annum and (ii) 4% per annum above Barclays Bank plc base rate in force from time to time from the date of invoice until the date of actual payment

10.1.5 set off against any sums due by Company to the Buyer or to an Associated Company of the Buyer any sum or sums due to Company by the Buyer or an Associated Company

10.1.6 without prejudice to the generality of clause 8 exercise the powers therein set out

10.2 If any payment by cheque or Direct Debit is not honoured the Company shall levy and the Buyer shall pay a fee of £40 plus vat

11. GOVERNING LAW

These Conditions shall be construed and governed in all respects by English law and all disputes arising under or relating to any Contract shall be subject to the jurisdiction of the Courts of England to which Company and the Buyer hereby submit. If any one of these Terms is rendered void or unenforceable at law then that part shall be severed from these Terms and they shall remain in full force and effect.

12. FORCE MAJEURE

The Company shall not 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. ADDRESS FOR NOTICES

Any notices to Company should be addressed to Unit 12 Borers Yard, Borers Arms Road, Copthorne, West Sussex RH10 3LH



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