

# **Supplier Terms and Conditions**

## **1. Interpretation**

1.1 The definitions and rules of interpretation in these conditions apply in these conditions.

Buyer: ED Food and Leisure Limited.

Supplier: The Firm or Company supplying the Goods, Services, Utilities, Rental (including Membership Agreements) or Lease agreements.

Contract / Order: any contract or order between the Buyer and the Supplier for the purchase of the Goods Services or Utilities, incorporating these conditions.

Delivery Point: The Crown Inn, Crown Lane, Farnham Royal, SL2 3SQ

Goods: any Goods, Services or Utilities agreed in the Contract to be supplied by the Supplier to the Buyer (including any part or parts of them).

Authorised Representative: Helena Wood and Philip Doyle

1.2 A reference to a [particular] law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and, in the plural, include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

## **2. Orders and Delivery**

2.1 Any Order shall be deemed to be an offer by us to purchase products pursuant to these terms of sale. No Order shall be binding on the Buyer until the Supplier receives written confirmation by email or letter by one of our authorised representative or via the Suppliers website.

2.2 Time of delivery of the Order is of the essence and the Supplier will be liable for any loss, damage, and any costs incurred as a result of failure to deliver products by any particular date and time provided. These include standing agreed delivery times. Administration charges will apply (see section 4).

2.3 The Supplier may not deliver the Order by instalments. Any delay in delivery or defect shall entitle us to cancel the entire Order which will require a refund and Administration charge apply (see section 5).

2.4 No deposit is payable by the Buyer on returnable containers and the Buyer will make every endeavour for their prompt return in reasonable condition. The Supplier does not have the right to charge for any replacement cost where a returnable container is not returned by the Buyer, or not to levy a charge where a returnable container is returned damaged.

2.5 If the Supplier has made an error with the Order the Buyer will endeavour to contact the Supplier as soon as is practically possible. Administration charges will apply (see section 5).

- 2.6 If the Buyer has made an error and needs to return Goods the Buyer will endeavour to do so as soon as is practically possible and a full refund must be made by the Supplier.
- 2.7 The Supplier must deliver any products or orders to the location agreed by the Buyer. The Supplier will make sure that the delivery is made by polite and reasonable persons and that the Supplier's staff may be refused entry for various reasons including, but not limited to, late delivery, deliveries between 12.00 and 14.30, deliveries not between opening hours - Administration charges will apply (see section 5). Deliveries are only complete if they arrive at the correct time and date.
- 2.8 The Buyer reserves the right to make Administration charges (see section 4) if the Supplier fails to deliver on the correct date and time or any of its conditions are not met.
- 2.9 If the Buyer refuses to accept a delivery, for whatever reason, the Buyer reserves the right to charge the Supplier Administration charges (see section 5), and for any subsequent correspondence to resolve the matter.
- 2.10 Acceptance of the Order or supply shall be deemed conclusive evidence of the Suppliers acceptance of these conditions which supersede any other conditions including those of the Supplier.
- 2.11 When the order / supply is a Utility (Gas, Electricity, Water etc.) acceptance of the supply / order shall be when the Buyer uses the utility and is deemed conclusive evidence of the Suppliers acceptance of these conditions which supersede any other conditions including these of the Supplier even if the provider is a third-party.
- 2.12 Any Order / Contract is subject to a 14-day cooling off period.
- 2.13 All Contract / Orders including Rental, Lease and Membership Agreements are subject to a maximum of 3 months' notice by the buyer with no further penalties applicable.

### **3. Prices**

- 3.1 The prices charged for products will be those applied by the Buyer on the date of acceptance of your order. These will be the last written agreed prices.
- 3.2 For products / Orders supplied on a regular basis.
- (i) Any increases in rates of duty or other taxes, or any third-party product price increases must be agreed by the Buyer 14 days before any increase takes effect which must be agreed in writing.
  - (ii) Letters or emails notifying of any increase are not accepted and are deemed not to be severed and cannot take effect until they are agreed by the Buyer.
  - (iii) In the event of any such change, deliveries are accepted at the price before any increase.
  - (iv) The Buyer reserves the right to make an Administration charges (see section 5) if the Supplier fails to charge the agreed rate or any of the Buyer's conditions are not met. Administration charges apply (see section 5) for all and each correspondence necessary to correct the matter.
- 3.3 For Utility companies including energy supplier and water suppliers.
- (i) Any increases in rates of duty or other taxes, or any third party product price increases must be agreed by the Buyer 14 days before any increase takes effect which must be agreed in writing.

- (ii) Letters or emails notifying of any increase are not accepted and they are deemed not to be severed or take effect until they are agreed by the Buyer in writing.
  - (iii) In the event of any such change, deliveries or supply is accepted at the price before any increase.
  - (iv) The Buyer reserves the right to make an Administration charge if you fail to charge the agreed rate or any of its conditions are not met. Administration charges (see section 5) apply for all and each correspondence necessary to correct the matter.
  - (v) If the Supplier charges an incorrect amount an Administration charges (see section 5) will be applied for each correspondence until the matter is resolved.
- 3.4 The prices quoted for products are to be inclusive of carriage (unless expressly agreed to and stated as otherwise) to the Delivery Point.
- 3.5 If the Buyer uses a Supplier web portal and it is unavailable Administration charges (see section 5) will be applied. If the Suppliers site is available but does not have the correct information Administration charges (see section 5) will be applied.
- 3.6 If the Buyer has to cancel a Direct Debit Administration charges (see section 5) will apply with further Administration charges (see section 5) for any further correspondence being chargeable per correspondence.

#### **4. General Repairs and Equipment Repairs (Repairs)**

- 4.1 Section 5 and Section 9.2 are in full force for any Repair issues / delays.
- 4.2 All Repairs must be completed within 7 days of a request unless otherwise agreed in writing (see Section 5 and 9.2).
- 4.3 Failure to complete the Repair within 7 days brings into effect paragraph 4.8 below, Section 5 and Section 9.2 unless otherwise agreed in writing.
- 4.4 An estimate must be supplied for all Repairs prior to works commencing except where investigation is needed to provide an estimate.
- 4.5 In providing an estimate where a fee has been charged to investigate prior to providing an estimate, the estimate / works is final and cannot be changed at a later date. Any errors are at the Suppliers cost.
- 4.6 An estimate must be approved prior to repair work commencing either in writing or by an advance payment.
- 4.7 If an Equipment Repair estimate has been accepted the Supplier must fix the machine and put it back into full working order.
- 4.8 Failure to carry out the Repair or for any delays a charge of a minimum of £10.00 + VAT per day will apply. The amount per day will be accessed and increase depending on the effect of the delay.

## **5. Administration Charges**

Various Administration charges apply in various sections of this Agreement which are at the Buyers discretion. These charges include, but are not limited to, charges for receiving / making phones calls and / or sending or receiving emails for all and any event.

- 5.1 Charges are made per each correspondence.
- 5.2 These charges will be invoiced by the Buyer.
- 5.3 The charges are due within 7 days of the date on the invoice and Set-off (section 7) may be used for payment of these invoices. All charges will be reasonable.
- 5.4 If the Buyer has to involve lawyers these will be invoiced at cost and include a 15% Administration fee.
- 5.5 If the Buyer has to issue proceedings all charges that are incurred by the Buyer will be chargeable.
- 5.6 If you have any queries with an admin invoice this must be in writing within 7 days from the date of the invoice.
- 5.7 A paper copy of the invoice must be provided either with the delivery of the Goods / Services or via post or email. If it is necessary to access a portal or access a company's web site to retrieve an invoice a charge of £20.00 + VAT is payable. If the email contains a link provided this shows the invoice with one click from the email the charge does not apply. The charge is by invoice.

## **6. Payment**

- 6.1 The Buyer will make payment to the Supplier in cleared funds within such period or on such date as the Buyer shall specify to you from time to time ("due date"). If the Buyer and Supplier do not agree a specific date then payment will be due within 60 days of the date of invoice.
- 6.2 The Buyer reserves the right at any time, at the Buyers sole discretion, to withhold payment if administration fees are not settled.
- 6.3 If payment is not made by the due date by the Buyer, the Supplier does not have the right to claim interest or any late payment charges unless the debt exceeds 180 days provided the Buyer has not disputed the charges.
- 6.4 The Buyer is entitled to withhold payment to the Supplier if any administration fees are over 7 days old and the Supplier will be in breach of these terms or any contract the Buyer may have with the Supplier.
- 6.5 In the event that the Buyer makes any payment or overpayment to you in error, such payment to you shall be treated as a debt due to the Buyer and the Supplier shall repay the amount by which the Buyer has overpaid in full within 7 days of being made or becoming aware of our payment error.

## **7. Set-off**

- 7.1 If the Supplier owes the Buyer any payment or other liability, then the Buyer may set-off, withhold or deduct that amount from any sum which the Buyer owes the Supplier including administration fees.

- 7.2 If the Buyer owes the Supplier any payment or other liability, the Buyer will set-off sums due by the Supplier from any amount that the Supplier is due.

## **8. Law and Jurisdiction**

Any dispute or claim arising out of, or in connection with, our trading relationship with the Supplier or the formation of any contract the Buyer may have with the Supplier (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over any disputes arising.

## **9. Liability**

- 9.1 The Buyer shall under no circumstances whatsoever be liable to the Supplier (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for:
- (i) any loss of profit;
  - (ii) loss of business or business opportunity;
  - (iii) loss of revenue;
  - (iv) loss of anticipated savings;
  - (v) depletion of goodwill;
  - (vi) The Buyer shall not be liable to the Supplier or be deemed to be in breach of these terms of sale or any contract the Buyer may have with the Supplier by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations.
- 9.2 The Supplier shall be liable to the Buyer (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for:
- (i) any loss of profit;
  - (ii) loss of business or business opportunity;
  - (iii) loss of revenue;
  - (iv) loss of anticipated savings;
  - (v) depletion of goodwill;
  - (vi) The Supplier shall be liable to the Buyer or be deemed to be in breach of these terms of sale or any contract with the Buyer may have with the Supplier by reason of any delay in performing, or any failure to perform, any of the Buyer's obligations.
  - (vii) The Supplier will be liable to the Buyer or be deemed to be in breach of these terms of sale or any contract the Buyer may have with the Supplier by reason of late deliveries.