

TERMS OF BUSINESS

The Craft Drink Co. is a specialist drinks distribution business dedicated to working with artisan drink producers and helping on-trade and retail outlets promote the quality and diversity of drink created by small artisan producers. All products, pricing and descriptions in the sales material produced by The Craft Drink Co. are given in good faith and are correct at the time of going to print. The Craft Drink Co. is a trading name of The Craft Drink Co Ltd.

Minimum order value

Where we act as distributor and unless stated otherwise, we have a usual minimum order value of £110 ex VAT for free delivery for deliveries to an address within 55 miles of our warehousing in Bourton on the Water, Gloucestershire. All orders under £110 ex VAT to a delivery address within 55 miles may be subject to a delivery charge of £7.95. Deliveries made by our own van in excess of 55 miles from our warehouse are subject to a minimum order value of £210 ex VAT. Orders under this amount may be made subject to a delivery charge of £9.95. For deliveries to an address outside our van distribution area, we use courier or pallet distribution service the terms and conditions of which are quoted on our website www.craftdrink.co.uk.

Claims and returns

All claims of invoice discrepancies, short deliveries or damaged goods must be reported within 48 hours. Any product return must be uplifted with the correct paperwork after the problem has been first reported to The Craft Drink Co. on 01451 600 800 or to office@craftdrink.co.uk.

Payment terms

Our terms of payment are payment on receipt of goods or where a credit account has been confirmed, payment within 14 days from the month end, for all invoices dated during that month. We expect customers to pay the full price of goods without deduction within this time period unless otherwise agreed. Payment can be made by cheque (payable to The Craft Drink Co), cash on delivery (please advise at the time of placing the order) or by BACS direct to our business bank account, details of which are provided on our invoice and statement.

Terms and conditions

1.1 These terms and conditions ("the Conditions") supersede all previous conditions, including any terms and conditions of the buyer or its servants or agents and shall not be superseded, varied or waived other than by the express written consent of Cotswold Fine Food Limited t/a The Craft Drink Co. ("the Seller").

1.2 Any order, purchase order or request for the goods by the buyer to the Seller shall be conclusive proof of the buyer's acceptance of the Conditions which shall apply instead of and notwithstanding any terms and conditions of the buyer whether included in such order and whenever arising.

2. Divisibility:

2.1. This contract/agreement is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment.

3. Delivery:

3.1 Delivery dates are given in good faith but the Seller shall have no liability for failure to deliver the goods (or any of them) promptly or at all; and notwithstanding such failure the buyer shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within one month of the stipulated delivery date.

3.2 The goods shall be delivered to the buyer at the buyer's address when risk shall pass to the buyer.

3.3 The buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.

3.4 The Seller may deliver the goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the Conditions.

3.5 The failure of the buyer to pay for any one or more of the said instalments on the due dates, shall entitle the Seller (at its sole option) without notice to suspend further deliveries of goods pending payment by the buyer and/or treat this contract as repudiated by the buyer.

4. Acceptance of Goods:

4.1 The buyer shall be deemed to have accepted the goods immediately upon delivery.

4.2 The buyer shall inspect all the goods upon delivery and shall immediately notify the Seller of any defects or if the goods are not in accordance with the contract.

4.3 If the buyer properly rejects any goods which are not in accordance with the contract the buyer shall nonetheless pay in full for all such goods unless the buyer promptly notifies the Seller of such rejection and at the buyer's cost returns all such goods to the Seller before the date that payment is due.

5. General Exclusion and Limitation:

5.1 The Seller shall be under no liability whatever to the buyer for any consequential or indirect loss and/or expense (including loss of turnover and profit) suffered by the buyer arising out of a breach of this contract or negligence by the Seller.

5.2 In the event of a breach of this contract or negligence by the Seller the remedies of the buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.

5.3 The Seller shall be under no liability whatever in respect of the following which are hereby expressly excluded, except insofar as such exclusions may be illegal:

5.3.1 for injury, damage of any kind or nature, direct, indirect, consequential or contingent to personal property howsoever caused;

5.3.2 for any costs incurred by the buyer without the prior written approval of the Seller to repair, replace, or carry out any work on any of the goods, defective or otherwise;

5.3.3 for any other damage, losses, costs, (including loss of goods, chattels, or any other delays, loss arising from delay or due to or incurred by way of labour supplies, substitute machine rental, liabilities to customers and third parties and all other such losses of any nature) whether direct or indirect and whether or not resulting from or contributed to or aggravated by the default or negligence of the Seller, or its servants or agents or by any defect in the goods.

5.4 Nothing in the Conditions shall exclude any liability for personal injury or death caused by the negligence of the Seller.

6. Set-Off Counterclaim and Lien:

6.1 The buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatever.

6.2 The Seller shall be entitled to a general lien on all goods of the buyer in the Seller's possession (including goods of the buyer which have been paid for) for the unpaid price of all goods sold to the buyer by the Seller under this or any other contract.

7. Cancellation:

7.1 No goods delivered to the buyer in accordance with the contract may be returned to the Seller without the prior written approval of the Seller and on terms to be determined by the Seller in its absolute discretion.

7.2 Goods returned to the Seller without its prior written approval may at the discretion of the Seller be returned to the buyer or stored by the Seller in both cases at the buyer's risk and cost and without prejudice to any rights or remedies that the Seller may have.

8. Reservation of Ownership:

8.1 Property, legal and beneficial, in any goods supplied by us shall not pass to you until the Seller has received full payment for all sums then owed by the buyer to the Seller.

8.2 Goods in respect of which property has remained with the Seller shall be kept identifiable as the property of the Seller and the buyer shall at the buyer's own expense immediately return such goods to the Seller, or permit the Seller to enter into the buyer's premises to collect them should the Seller so request.

9. Warranty:

9.1 The Seller shall free of charge replace defective goods where the defects appear under proper use within the period preceding the expiration of the best before date of the goods bearing the defect, provided that:

9.1.1 notice in writing and evidence of the defects complained of shall have been given to the Seller within 5 working days of their appearance; and

9.1.2 such defects shall be found to the Seller's reasonable satisfaction to have arisen solely from faulty design, workmanship or materials (other than in respect of a design for which the Seller has disclaimed responsibility, in respect of work carried out by the buyer or the buyer's agents or in respect of materials not supplied by the Seller); and

9.1.3 the defective goods shall be returned to the Seller at the buyer's expense if so requested.

9.2 Any replaced goods shall be delivered by the Seller free of charge to the original point of delivery but otherwise in accordance with and subject to the Conditions.

9.3 Alternatively the Seller shall be entitled at its absolute discretion to refund the price of the defective portion of the goods to the extent that such price shall already have been paid by the buyer to the Seller.

10. Terms of Payment:

10.1 In the case of all new buyers full payment for the goods shall be made by the buyer prior to the goods being dispatched by the Seller.

10.2 Provided new buyers have made regular orders and met all payment requirements according to the terms contained herein for the preceding 6 months an account may be opened in respect of such buyer and a credit limit shall be agreed between the buyer and the Seller.

10.3 In accordance with clause 10.2, payment for the goods shall be made by the buyer named in the Invoice in full by the 14th day of the month following the date of invoice.

10.3 Payment for goods shall accrue interest at 4% per month or part thereof if payment is not made by the 14th day of the month following the date of invoice.

11. Force Majeure:

The Seller shall not be liable for any claims, costs, damages or other losses suffered by the buyer to the extent resulting from any failure on the part of the Seller, its servants and/or agents caused by or directly or indirectly due to war, terrorism, act of any Government or other competent authority, civil unrest, embargo, computer system failure, storm, fire, accident, industrial action including strikes or lockouts, acts of God, illness, prevention from or hindrance in obtaining raw materials, energy or other supplies, or any other similar cause or matter beyond the reasonable control of the Seller.

12. Rights of Third Parties:

It is acknowledged and agreed by the buyer that the Conditions are not intended to be and shall not be enforced by any person other than the buyer under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.