

## **Terms & Conditions of Sale**

### **Definitions**

- “Company” - Champers (Wholesale) Ltd trading as Champers
- “Buyer” the person(s), firm or Company who buys or agrees to buy the Goods from the Company
- “Conditions” the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company;
- “Goods” the goods (including any instalment of the goods) which the Buyer agrees to buy from the Company in the quantity specified by the Buyer at the time of acceptance of the order by the Company;
- Any dispute as to the interpretation of any undefined words and expressions are to be settled by reference to the definition in the Shorter Oxford English Dictionary.

### **Conditions**

The Buyer acknowledges that by placing an order with the Company it is bound by the Conditions and all other terms and conditions, whether express or implied, are hereby excluded (to the extents permissible under English law) in their entirety. In particular, these Conditions shall prevail in the event of any conflict between the Conditions and any terms and conditions, which appear in any other communication passing between the parties. No variation or amendment to the Conditions shall be binding unless agreed in writing by a director of the Company. Any provision hereof which is unenforceable shall, to the extent of such unenforceability, be deemed severable and the remaining provisions shall continue in full force.

### **Orders, Prices and Availability**

All orders will be accepted by the Company subject to and in accordance with the Conditions. The fulfilment of orders will be subject to availability of the Goods and the Company shall not be liable in any way for failure to deliver the full quantity of Goods ordered. Any order under £500 for delivery outside of the London area may incur a delivery charge. The Company reserves the right to decline an order, the fulfilment of which may result in the Buyer's credit limit being exceeded. Prices quoted are subject to alteration by the Company without prior notice in the event of increase in cost of supplies or overheads, variation in exchange rates and Excise Duty Rates (where applicable). All prices are quoted exclusive of Value Added Tax which will be levied at the rate prevailing at the date of issue of the invoice.

### **Delivery and Inspection**

The Company will endeavour to meet quoted delivery dates or times but shall not be held responsible for any loss or damage due to non-delivery or late delivery of the Goods. The Company will deliver the Goods to the address specified by the Buyer. Unless otherwise agreed in writing the Company does not supply Goods on a “sale or return” basis. If the Buyer refuses or fails to take delivery of the Goods at a time when the Company could reasonably expect the Buyer to take delivery then, without prejudice to any other right or remedy available to the Company, the Company may:

- i) store the Goods until actual delivery is made and charge the Buyer for the costs (including insurance) of storage; and/or
- ii) sell the Goods at the best price readily obtainable and (after deducting all storage and selling expenses) give the Buyer a credit of such amount against the price payable for such Goods under the contract and in either case shall be entitled to charge interest (both before and after judgment) on the price payable for the Goods under the contract at 8% per annum above the Barclays Bank PLC base lending rate, from the date of delivery until the date on which the Goods are actually received by the Buyer.

The risk in the Goods shall pass to the Buyer on delivery. All Goods must be inspected immediately upon receipt and the delivery note signed by the Buyer to acknowledge receipt of the Goods. The Company shall treat any signature obtained in good faith as binding the Buyer. Any shortages and/or damages must be noted on the delivery note and notified to the Company within 24 hours. Failure to comply with this will render the Buyer liable to pay the invoice in full.

Where the Company agrees that the Buyer has a valid claim for any loss of or damage caused to Goods during transit, the Company's only obligation in respect of such loss or damage shall, at the Company's option, be to:

- i) make good any shortage or non-delivery of the Goods; and/or
- ii) replace such damaged Goods which have been returned to it by the Buyer; or
- iii) in either case make a full refund in respect of such Goods.

### **Payment**

For Buyers who have been granted credit facilities, payment for Goods supplied shall become due and payable in accordance with the terms agreed by the Company. For all other Buyers full payment will be required upon delivery of the Goods.

By prior agreement with the Company, payment may be made by cheque. The Company reserves the right to withdraw cheque and/or credit facilities at its discretion without prior notice and without having to give reason to the Buyer.

If the Buyer fails to make payment in accordance with this condition the Company shall be entitled without further notice to:

- i) cancel the contract and any other contract with the Buyer and/or suspend all further deliveries of Goods.
- ii) charge interest on the outstanding sum at the rate of 8% per annum above the Barclays Bank PLC base lending rate, from the date payment was due until the date on which payment is made;
- iii) request all other sums due from the Buyer to be paid immediately; and
- iv) charge the Buyer for any third party charges incurred by the Company in connection with any failure to make payment, including but not limited to legal costs, bank charges for rejecting or presenting cheques.

In addition to the above, if a cheque is dishonoured, the Buyer will be liable to pay an administration charge of £25.00 for each cheque.

#### **Warranties and Liability**

Except where expressly provided by the Conditions, the Company gives no warranties, conditions, guarantees or representations as to the quality of fitness for a particular purpose of the Goods and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing are hereby excluded. Except as expressly provided by the Conditions, the Company shall not in any event be liable for any indirect, special or consequential losses or damages, howsoever arising, in connection with or arising out of the design, manufacture, supply, use of or otherwise relating to the Goods, or in respect of any loss of anticipated profits or losses relating to or associated with wasted overheads or similar costs.

#### **Ownership of Goods**

Legal title to all Goods supplied remains identifiably the property of the Company and shall not pass to the Buyer until all relevant invoices have been paid in full. The Buyer agrees to provide the Company such information about the Goods as the Company may require. In the event of non-payment and provided that the Goods have not been resold, the Company shall be entitled to require the Buyer to return the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods may be stored in order to seize and repossess the Goods. If the Buyer sells all or any part of the Goods before the payment of relevant invoices in full, such sales shall be made by the Buyer as the Company's agent. The Buyer will hold the proceeds of such sales on the Company's behalf in such a way that they can be readily identified as being the Company's property. The Buyer shall not pledge, charge or encumber the Goods until all relevant invoices have been paid in full. The Buyer shall keep the Goods in good condition and insured against all risks for their full cost price from the delivery date. The bankruptcy, insolvency or liquidation of the Buyer or any arrangements entered into with its creditors shall not affect the legal title to the Goods supplied by the Company.

#### **Force Majeure**

The Company shall not be liable for any failure or delay in performance of its obligations to the Buyer under any order governed by the Conditions if the delay or failure was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to acts of God, government actions, war, fire, explosion, flood, import and export regulations or embargoes, labour disputes or inability to obtaining supplies of Goods or labour). The Company may, at its option, delay the performance of, or cancel the whole or any part of the order between them and the Buyer.

#### **Jurisdiction**

The Conditions shall be governed by and construed in accordance with the Laws of England and Wales and any disputes shall be governed by the courts of England and Wales.

#### **Data Protection**

The Company will comply with the applicable provisions of the General Data Protection Regulation (Regulation EU 2016/679) in relation to the Conditions. As part of the Company's business with the Buyer, the Company has certain obligations under these regulations to notify individuals as to how it will collect and process any personal information and their rights as a Data Subject in relation to the personal information held. This is stated in a separate Data Protection Privacy Notice and is available at [www.champerswholesale.com](http://www.champerswholesale.com). The Company will treat all personal information as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that this information is accurate, kept up to date and not kept longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the information.

#### **Credit Reference Agencies**

By completing and signing this Customer Registration Form, the Buyer is giving consent (either in a personal capacity or in their role as a Director/Owner/Partner/Manager of the Buyer) that the Company may use the Buyer's information in the way described below:

- The Company may obtain information about the Buyer (in a personal or business capacity) from credit reference agencies and the Company's own records to check the Buyer's credit status and identity. The agencies will record the Company's enquiries, which may be seen by other 3rd parties who make their own credit enquiries. The Company may use credit scoring.
- The Company will monitor and record information relating to the Buyer's trade and payment performance and may make periodic searches at credit references agencies, which will provide the Company information to manage and take decisions about the Buyer's account(s). Such records will be made available to credit reference agencies who will share that information with other businesses when assessing applications for credit and fraud protection. The information the Company obtains may also be used for tracing purposes.

#### **Agreement**

Your continued dealings with the Company will amount to your acceptance of the Conditions including any modifications thereto. The latest version will be provided by the Company on request.

**END OF DOCUMENT**