

Standard Terms and Conditions

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 4 AND 13 (ACKNOWLEDGEMENT AND LIMITATION OF LIABILITY).

1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products and services to you, whether these are goods and/or services.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products/services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss it.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are BEERTORRENT LTD a company registered in England and Wales. Our company registration number is 09663823 and our registered office is 80 Overslade Lane, Rugby, CV22 6EF.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01926 930937 or by writing to us at contact.beertorrent@gmail.com or 25a Clemens Street, Leamington Spa, CV31 2DP (being our business address).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the product/service. We will also confirm our acceptance in writing by issuing an invoice to you, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this as soon as possible and we will not charge you for any goods/services.
- 3.3 **Your invoice number.** We will issue you with an invoice when we accept your order. It will help us if you can tell us the invoice number whenever you contact us about your order.

4 ACKNOWLEDGEMENT

- 4.1 By contracting with BEERTORRENT LTD you agree and acknowledge the following: -
 - 4.1.1 You are 18 years of age or older;
 - 4.1.2 You will comply with all reasonable instructions provided to you by BEERTORRENT LTD's officers and Employees and will use any and all equipment as directed.
 - 4.1.3 BEERTORRENT Ltd shall not be liable for any poor quality or unconsumable brew as a result of your failure to comply with its instructions;
 - 4.1.4 All drinks brewed at our premises are home brewed by you;
 - 4.1.5 All brewed drinks consist of natural products which will spoil if not consumed within a reasonable time;

- 4.1.6 Some of the ingredients provided contain allergens. If you have any allergies you will notify us prior to participating in any of our activities;
- 4.1.7 All drinks you brew are strictly for your personal consumption only. We do not accept any liability to any injury incurred by any third parties, Any brewed drinks you provide to a third party/parties is done so strictly at your own risk and against our instructions;
- 4.1.8 You will not sell any home brewed products to the general public, distributors, wholesalers, retailers or otherwise; and
- 4.1.9 As the brewed drinks are not for sale to the general public we do not need to comply with any relevant labelling regulations.

5 OUR PRODUCTS

- 5.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. The product you brew, and any equipment we sell/provide, may vary from those images.

6 YOUR RIGHTS TO MAKE CHANGES

- 6.1 If you wish to make a change to the product/services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product/services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7 OUR RIGHTS TO MAKE CHANGES

- 7.1 Minor changes to the products. We may change the product:
 - 7.1.1 to reflect changes in relevant laws and regulatory requirements (e.g. Health and Safety); and
 - 7.1.2 to implement minor technical adjustments and improvements.
- 7.2 **More significant changes to the products and these terms.** We reserve the right to make changes to these terms or the product, but if we do so we will notify you as soon as reasonably possible.

8 PROVIDING THE PRODUCTS

- 8.1 When we will provide the products.
 - 8.1.1 **If the products are goods.** If the products are goods we will provide or make them available to you as soon as reasonably possible (such as when they have been brewed), and in any event within 30 days after the day on which we accept your order (subject always to brewing times).
 - 8.1.2 **If the products are one-off services.** We will begin the services on the date agreed with you during the order process.
 - 8.1.3 **If the products are ongoing services or a subscription to receive goods.** We will supply the goods/services to you until either you end the contract as described in Clause 9 or we end the contract by written notice to you as described in Clause 10.
- 8.2 **We are not responsible for delays outside our control.** If our supply of the products/services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products/services you have paid for but not received.
- 8.3 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 10:30am – 4pm on weekdays (excluding public holidays and Mondays) and weekends. We would ask that you collect any products within a reasonable period and in any event within 10 days of us notifying you. If you do not collect the goods, we shall be entitled to charge you for storage of the products and/or we may destroy them and charge you for such destruction.

- 8.4 **When you become responsible for the product.** The product will be your responsibility from the time you pay your invoice(s) and collect the product from us.
- 8.5 **When you own goods.** You own a product which is goods once we have received payment in full.
- 8.6 **Reasons we may suspend the supply of products/services to you.** We may have to suspend the supply of a product to:
- 8.6.1 deal with technical problems or make minor technical changes;
 - 8.6.2 update the product/services to reflect changes in relevant laws and regulatory requirements;
 - 8.6.3 make changes to the product/services as requested by you or notified by us to you (see Clause 7)
- 8.7 **Your rights if we suspend the supply of products/Services.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 14 days in any 1 month we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product/service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 8.8 **We may also suspend supply of the products/services if you do not pay.** If you do not pay us for the products/services when you are supposed to (see Clause 12.3), and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products/services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products/services. As well as suspending the products/services we can also charge you interest on your overdue payments (see Clause 12.4).

9 YOUR RIGHTS TO END THE CONTRACT

- 9.1 **You can always end the contract for the supply of a product/service before it has been commenced.** You may contact us to end your contract for a product/service at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described (see Clause 11, "If there is a problem with the products").
- 9.2 **What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at clause 9.2.1 to 9.2.5 (inclusive) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:
- 9.2.1 we have told you about an upcoming change to the product/service or these terms which you do not agree to (see Clause 7.2);
 - 9.2.2 we have told you about an error in the price or description of the product/service you have ordered and you do not wish to proceed;
 - 9.2.3 there is a risk that supply of the products/service may be significantly delayed because of events outside our control;
 - 9.2.4 we have suspended supply of the products/services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
 - 9.2.5 you have a legal right to end the contract because of something we have done wrong .
- 9.3 **What happens if you end the contract without a good reason.** Unless you have a right to end the contract immediately (see Clause 9.2), the contract will not end until 30 days after the day on which you contact us. We will refund any advance payment you have made for products/services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product/services until 3 March. We will only charge you for supplying the product/services up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

10 OUR RIGHTS TO END THE CONTRACT

- 10.1 **We may end the contract if you break it.** We may end the contract for a product/services at any time by writing to you if:
- 10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products/service, for example, any allergies you may have;
 - 10.1.3 you do not, within a reasonable time, collect the product from us;
 - 10.1.4 you act in any way in breach of Clause 4.
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 10.1 we will refund any money you have paid in advance for products/services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract (for example, a product disposal fee).
- 10.3 **We may withdraw the product/service.** We may write to you to let you know that we are going to stop providing the product/service. We will let you know at least 30 days in advance of our stopping the supply of the product/service and will refund any sums you have paid in advance for products/service which will not be provided.

11 IF THERE IS A PROBLEM WITH THE PRODUCT/SERVICE

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product/service, please contact us. You can telephone our customer service team at 01926 930937 or write to us at contact.beertorrent@gmail.com or 25a Clemens Street, Leamington Spa, CV31 2DP. Alternatively, please speak to one of our team members on site.
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply products/services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example ingredients, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. .

If your product is **services**, for example our corporate event day, the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill.

If you have not agreed a price beforehand, what you are asked to pay must be reasonable.

If you have not agreed a time beforehand, it must be carried out within a reasonable time.

- 11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must return them in person to us.
- 11.4 **Perishable Goods.** Where any of the goods are perishable (i.e. some ingredients) and the item is reasonably expected to perish after a shorter period, the time limit for exercising the short-term right to reject in relation to those goods is the end of that shorter period.
- 11.5 **Re-brew.** Provided you have acted in accordance with all of our reasonable instructions, if the brew is of poor quality or inconsumable due to no fault of your own, we may offer you the opportunity to re-brew your drink at no additional cost.

12 PRICE AND PAYMENT

- 12.1 **Where to find the price for the product/service.** The price of the product/service will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take reasonable care to ensure that the price of product/service advised to you is correct. However please see Clause 12.2 for what happens if we discover an error in the price of the product/service you order
- 12.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products/services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product/services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product/services' correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 12.3 **When you must pay and how you must pay.** We accept payment with Cash, Credit/debit cards and/or bank transfer. When you must pay depends on what product/service you are buying:
- 12.3.1 For **goods**, you must pay for the products before we provide them.
- 12.3.2 For **services**, we will invoice you for the full price of the services when we accept your order. You must pay each invoice within 7 calendar days after the date of the invoice.
- 12.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our officers and employees; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987
- 13.3 **We are not liable for business losses.** All of our products are strictly for domestic and private personal use. We shall, therefore, not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- 13.3.1 loss of profits;
- 13.3.2 loss of sales or business;
- 13.3.3 loss of agreements or contracts;
- 13.3.4 loss of anticipated savings;
- 13.3.5 loss of or damage to goodwill;
- 13.3.6 loss of use or corruption of software, data or information; and
- 13.3.7 any indirect or consequential loss.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 14.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 14.1.1 to supply the products/services to you;
 - 14.1.2 to process your payment for the products/services; and
 - 14.1.3 if you agreed to this during the order process, to inform you about similar products/services that we provide, but you may stop receiving these at any time by contacting us.
- 14.2 We will not pass on your personal information unless the law either requires or allows us to do so.

15 OTHER IMPORTANT TERMS

- 15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 15.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.