

1. INTERPRETATION

In the terms and conditions the following words shall have the following meanings:

“the Seller” shall mean G & A Leisure Limited of Bettws Hall Bettws Newtown Powys SY16 3DS being the supplier of the Goods
“the Buyer” shall mean the person or entity purchasing the Goods.
“Brexit Trigger Event” means any of the following events occurring at any time before or after the UK ceases to be a member state of the European Union:

- (a) An adverse impact on a party’s ability to perform the agreement in accordance with its terms and the law;
- (b) An increase in the costs incurred by a party in performing the agreement of at least 5% since the Price was last agreed (an impact on the Seller);
- (c) The price of the Goods under this agreement exceeds the market value of similar products or services by at least 5% (an impact on the Buyer)

“the Contract” shall mean the contract for the sale and purchase of the Goods entered into between the Seller and the Buyer in accordance with these terms and conditions

“Delivery Date” the actual time and day of delivery as agreed between the parties in writing or otherwise.

“Force Majeure” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Contract including but not limited to an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Seller or its suppliers’ workforce, but excluding the Buyer’s inability to pay or circumstances resulting in the Buyer’s inability to pay;

“Goods” shall mean pheasants partridges, or any other fowl/poultry supplied under the Contract, of any age including the eggs of all or any of them.

“Order” means an order for the Goods from the Seller placed by the Buyer in substantially the same form as set out overleaf.

“Price” has the meaning given to it in clause 4.1.

“Writing” includes electronic mail, facsimile transmission and any comparable means of communication.

1.1 Any reference in these conditions to any provision of statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.2 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 These conditions apply to and form part of the Contract between the Seller and the Buyer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer’s purchase conditions, Order, confirmation of Order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in Writing.

2.3 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Order of the Buyer set out overleaf subject to these terms and conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.4 No variation to these conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.5 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.7 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.

3. ORDERS

3.1 Each Order by the Buyer to the Seller shall be an offer to purchase the Goods subject to these conditions.

3.2 An Order may be withdrawn or amended by the Buyer at any time before acceptance by the Seller. If the Seller is unable to accept an Order it shall notify the Buyer as soon as reasonably practicable.

3.3 Signed receipt of this fully completed Order form shall be deemed acceptance of the Order by the Seller.

3.4 The quantity and description of the Goods shall be as set out overleaf unless subsequently varied by agreement.

3.5 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of the cancellation.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the price set out in the Seller’s written acceptance of the Order together with any other monies due pursuant to this clause 4. Quotations are invitations to treat only. They are not an offer to supply the Goods and are incapable of being accepted by the Buyer. The Seller reserves the right to cancel all or any part of the Buyers Order if all or any of the price of the goods (including the 25% deposit) remains unpaid

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, lack of general supply due to government regulations or outbreak of disease), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, for any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 The price is exclusive of any applicable Value Added Tax which the Buyer shall in addition be liable to pay to the Seller.

4.4 An additional charge may be made for packing and carriage on all Orders.

4.5 If day old chicks are ordered by the Buyer, the Seller shall free of charge supply such additional number of chicks as equals (as near as may be) 2% of the numbers ordered by the Buyer.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, a non refundable deposit of 25% will be required and become due and payable upon confirmation of the Order, the Seller shall be entitled to invoice the Buyer for the balance of the Price of the Goods prior to the delivery or collection of the Goods

5.2 The Buyer shall pay the Price of the Goods, without any other deduction, within thirty (30) days of the date of the Seller’s invoice in respect of the deposit and prior to Delivery for the balance invoice into the bank account nominated by the Seller, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Receipts for payment will be issued only upon request.

5.3 Time for payment is of the essence. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- 5.3.1 cancel the Contract or suspend any further deliveries to the Buyer.
- 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 5.3.3 charge the Buyer interest on the Price;
- 5.3.3.1. after any Judgment on the amount unpaid at the rate of (eight) per cent (8%) per annum above the Barclays Bank base rate until payment in full is made (a part of a month being treated as a

full month for the purpose of calculating interest)

5.3.3.2. before any judgment rated on the amount unpaid at the rate of two and one half percent (2.5%) per month compound until Judgment or sooner payment

6. DELIVERY

6.1 The Goods are to be delivered to the place specified in writing by the Buyer on the Order and by the Seller delivering the Goods to that place.

6.2 Time of delivery is not of the essence. The Seller shall use its reasonable endeavours to meet delivery dates but such dates are approximate only.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 The Goods shall be deemed delivered:

6.4.1 If delivered to the Buyer under clause 6.1 on arrival of the goods at the location;

6.4.2 If collected by the buyer when the Seller makes the Goods available for collection at the Seller’s premises.

6.5 The Seller shall accept no liability (including any liability for negligence) for any damage or loss (including consequential loss or loss of profits) arising from delay or failure to deliver Goods for any reason whatsoever.

6.6 If the Buyer fails to take delivery of the Goods on the due delivery date, or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of Force Majeure then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage, labour and foodstuffs.

6.6.2 sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.7 The Seller shall not be liable for any delay in or failure of delivery caused by:

6.7.1 The Buyer’s failure to (i) take delivery (ii) provide adequate delivery instructions;

6.7.2 The Buyer’s failure to collect the Goods;

6.7.3 Force Majeure;

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Buyer’s premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.1.2 in the case of Goods to be collected from the Suppliers premises, at the time of collection.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the goods as the Seller’s fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller’s property. Until that time the Buyer shall not be entitled to use the Goods in the ordinary course of its business.

7.4 Until such time as the property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8. WARRANTIES WELFARE AND LIABILITY

8.1 The Buyer warrants that it will:

8.1.1 comply with DEFRA’s Code of Practice for the Welfare of Gamebirds Reared for Sporting Purposes where ever the Goods are reared

8.1.2 keep the Goods separate from the Buyers other stock.

8.1.3 look after the Goods in a reasonable manner and in accordance with good practice in the industry.

8.1.4 adhere to the minimum rearing and release standards set out in the attached Order booklet at page 6 prepared by the Seller

8.2 In the event that it is expected that the Goods have contracted disease then the Buyer must

8.2.1 notify the Seller without delay;

8.2.2 take veterinary advice from a certificated poultry vet;

8.2.3 contain and isolate the Goods and,

8.2.4 increase biosecurity measures.

8.3 Whilst every effort is made to ensure that the quality of Goods delivered is as is ordered, the goods are sold subject to the following conditions:

8.3.1 the Seller shall be under no liability in respect of any disease or infection in the Goods howsoever arising save as set out in these terms and conditions at clauses 8.8.

8.3.2 the Seller shall be under no liability for any outbreak of disease amongst the existing fowl (including but without limitation pheasants, partridge, quail, ducks and guinea fowl) of any age) owned by the Buyer which is attributed to all or any of the Goods sold by the Seller to the Buyer.

8.3.3 the Seller shall be under no liability in respect of any reduction in the quality or quantity of the Goods arising from

8.3.3.1 a failure to follow the Seller’s instructions (whether oral or in writing) and the minimum rearing and release standards as set out in the attached Order booklet or

8.3.3.2 a failure to follow ‘Code of Practice for the Welfare of Gamebirds Reared for Sporting Purposes’.

8.3.3.3 a failure to follow the welfare standards set out in clause 8.1.1

8.3.3.4 delivery delayed by the Buyer or as a result of poor weather conditions whilst the Goods are in transit to the place requested by the Buyer.

8.4 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer as defined by s 2(3) of the Consumer Rights Act 2015 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Seller has given commitments as to compliance of the Goods with relevant specifications. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

8.5 Where the Goods are sold under a consumer transaction the statutory rights of the Buyer are not affected by these Conditions.

8.6 Any claim by the Buyer which is based on any defect in quantity or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller at the latest within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 48 hours after discovery of a defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods as if they had been delivered in accordance with the Contract.

8.7 Following receipt of a notice served in accordance with clause 8.6 the Buyer must give the Seller and the Seller’s veterinarian an opportunity to inspect the Goods and the environment in which the Goods have been kept.

8.8 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of these Goods is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or such of them in question) free of charge or, at the Seller’s sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

- 8.9 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
- 8.10 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control.

Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

- 8.10.1 act of God, explosion, flood, tempest, fire or accident
- 8.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition
- 8.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any statutory body, governmental department or agency or local authority or other body having jurisdiction over the activities of the Seller (including in particular any such as relate to the movement or sale of birds);
- 8.10.4 import or export regulations or embargoes;
- 8.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a Third Party);
- 8.10.6 difficulties in obtaining the Goods, labour or fuel;
- 8.10.7 power failure or breakdown of machinery.
- 8.11 Where the Seller is hindered or prevented by reason of any of the circumstances mentioned in Clause 8.10 from performing its obligations in relation to the Goods, the Seller shall have the right to:
- 8.11.1 extend the time or date for delivery by such periods as the Seller in its absolute discretion shall consider reasonable.
- 8.11.2 rescind the Contract or deliver such smaller quantity of Goods as the Seller shall consider reasonable, the Buyer paying for such Goods delivered at the contractual price per item without being liable for any loss or damage thereby caused.
- 8.11.3 Deposit non refundable except at the discretion of the management.

9 TRIGGER, RENEGOTIATION AND TERMINATION CLAUSE

- 9.1 Without limiting its other rights or remedies the Seller may terminate this contract with immediate effect by giving to the Buyer written notice if:
- 9.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- 9.1.2 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.1.3 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.1.4 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 9.1.1 to 9.1.4, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.
- 9.5 In the event of a Brexit Trigger Event, the impacted party may:
- 9.5.1 require the other party to negotiate in good faith an amendment to the Contract to alleviate the Brexit Trigger Event; and
- 9.5.2 if no such amendment is made to the Contract within 14 days, terminate the Contract by giving the other not less than 5 working days notice.
- 9.6 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 9.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10 INDEMNITY AND INSURANCE

- 10.1 The Buyer shall indemnify the Seller from and against any losses, damages, liability, costs (including legal fees and expenses) which the Seller may suffer or incur direct or indirectly from the Buyer's breach of any of its obligations under the Contract.
- 10.2 The Buyer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract.

11 LIMITATION OF LIABILITY

- 11.1 The extent of the parties liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause:
- 11.2 Subject to clauses 8.1 the Seller's total liability shall not exceed the Price.
- 11.3 The Seller shall not be liable for consequential, indirect or special losses.
- 11.4 The Seller shall not be liable for the following (whether direct or indirect): Loss of profit; Loss of use; Loss of production; Loss of contract; Loss of opportunity; Harm to reputation or loss of goodwill;
- 11.5 Notwithstanding any of the provisions of the Contract the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other losses which cannot be excluded by applicable law.

12 INSOLVENCY OF BUYER

- 12.1 This clause applies if:
- 12.1.1 the Buyer makes any voluntary arrangement with his creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 12.1.2 a creditor takes possession, or receiver or administrative receiver is appointed, of any of the property or assets of the Buyer; or
- 12.1.3 the Buyer ceases, or threatens to cease to carry on business; or
- 12.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 12.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract without any liability to the Buyer, and if the Goods have been delivered but not been paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; at the Seller's discretion it can attend at the Buyer's premises and collect the Goods the title to which remains with the Seller.

13 GENERAL

13.1 Any notice required or permitted to be given by either party to the other under these (conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address at may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.4 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

13.5 By signing these terms and conditions you agree to accepting service by email, if available, of any claim made by the Seller against you.

We take your privacy seriously and we will only use your personal information that you supply us in accordance with the terms of our Privacy Policy www.bettwshall.com/privacy-policy

