

BIDFOOD TRADING TERMS

Date of issue: March 2020

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1. ABOUT US

- 1.1. Who we are. "We," "us", "our" mean BFS Group Limited t/a Bidfood, a company registered in England and Wales, company number 239718, whose registered office is at 814 Leigh Road, Slough SL1 4BD
- 1.2. How to contact us. You can contact us by emailing our customer service team at your local depot Emails may be recorded for ongoing training, development and monitoring of staff.
- 1.3. How we may contact you. If we have to contact you we will do so by email, by telephone to the number you provide to us, or by writing to you at the postal address you provided to us in your order.
- 1.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2. OUR CONTRACT WITH YOU

- 2.1. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. Unless we advise otherwise, orders must be before 2.00 p.m. on the day prior to delivery.
- 2.2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 2.3. Your order number. We will assign an order number to your order and tell you what it is when we accept your order.
- 2.4. We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

2.5. Age restriction. You must be over **18 years** of age to place an order on this website.

3. CHANGES

3.1. Minor changes to the products. We may change the product to reflect changes in relevant laws and regulatory requirements.

3.2. More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make changes to these terms or the product (including pricing), but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

4. OUR PRODUCTS

4.1. Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Copyright and all other intellectual property rights in all materials shown in our lists and/or on our website (including in any images or product data and/or pricing) shall remain at all times our property and you will not acquire any rights to such materials or be entitled to use them except as is expressly provided in these trading terms.

4.2. Product packaging may vary. The packaging of the product may vary from that shown in images on our website. Whilst we make every effort to ensure that pack sizes shown are accurate, manufacturers may change their pack sizes. If there is a change to the size shown, we would supply the actual pack size at its price.

5. DELIVERY OF PRODUCTS

5.1. Delivery address. If you are a business, we will deliver your products to the address that you give to us when you register for your trading account. If you are a consumer, we will deliver your products to the address provided when you placed the order. The person receiving the delivery must be **18 years** of age or older.

5.2. We may use FedEx to make your delivery for us. The information (personal data) which you provide (eg name, address and contact details) to enable that delivery to be made will be processed by FedEx in its performance of the delivery as the 'controller' of such personal data in accordance with [FedEx's privacy policy](#)

5.3. Delivery costs. Your order must be for at least £100 (ex-VAT). If your order is less than £100 (ex-VAT), we may make an additional delivery charge of £10 and we would notify you of this when you place your order. There would be no additional delivery charge if your order is for £100 (ex-VAT) or above. If you wish we are able to split many original cases. In some instances a minimum split quantity may apply and we may make an additional charge for split cases.

5.4. When we will provide the products. If your order is placed before 16:00 Monday to Friday, we will aim to deliver the products to you on the next working day after

your order is placed. If your order is placed after 16:00 Monday to Friday, your order will be picked the following day and we will aim to deliver the products on the next working day after that.

For example:

- Orders placed Monday - Thursday before 4pm - first delivery will be next working day.
- Orders placed after 4pm Friday and before 4pm Monday will be delivered on the following Tuesday.

- 5.5. We are not responsible for delays outside our control. If our supply of the products 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. Orders are accepted subject to availability of the product from the manufacturer. Provided we notify you, 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 you have paid for but not received.
- 5.6. If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.
- 5.7. If you do not re-arrange delivery. If, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract.
- 5.8. When you become responsible for the products; a product will be your responsibility from the time we deliver it to the delivery address.
- 5.9. The products. Most food product with a life span of 12 months or less from the manufacturer must by law be dated either by 'Best Before' or a 'Use By Statement'. We endeavour to ensure that all dated stock has an optimum remaining life when we deliver it to you. Please check the durability dates at the time delivery as we are unable to accept returned products relating to date coding after the time of delivery. If you are a business, please check your delivery with our driver as claims for shortages must be made at the time of delivery. If you have any questions or complaints about the product, please contact us.
- 5.10. Roll cages, pallets and tote boxes remain our property at all times. If you are a business, we may charge for any items left at your premises at your request which are not returned or are lost.

6. CANCELLATION RIGHTS

- 6.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
 - 6.1.1. If what you have bought is faulty or mis-described you may have a legal right to end the contract;
 - 6.1.2. If you want to end the contract because of something we have done or have told you we are going to do, see clause 6.2;
 - 6.1.3. If you are a consumer and have just changed your mind about the product, see clause 6.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
 - 6.1.4. In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 6.7.
- 6.2. Ending the contract because of something we have done or are going to do; if you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
 - 6.2.1. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 4.2);
 - 6.2.2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 6.2.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 6.2.4. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
 - 6.2.5. you have a legal right to end the contract because of something we have done wrong
- 6.3. Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, are explained in more detail in these terms.
- 6.4. When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- 6.4.1. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them. This will apply to many types of food products purchased from our website;
 - 6.4.2. any products which become mixed inseparably with other items after their delivery.
- 6.5. How long do consumers have to change their minds? You have 14 days after the day you (or someone you nominate) receives the products, unless your products are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
- 6.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 6.1), you can still end the contract before it is completed provided you tell us before 14:00 on the day your order is placed. If you want to end the contract you must tell us via email before 14:00 on the day your order is placed. If you tell us after 14:00 or if your order is placed after that time, you cannot end the contract without a reason.
- 6.7. How to end the contract with us (including if you are a consumer who has changed their mind):
 - 6.7.1. to tell us you want to end the contract, please let us know by doing one of the following:
 - 6.7.1.1. email. email your local depot Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - 6.7.1.2. Online. [Complete the form on](#) our website.
 - 6.7.1.3. By post. Write to us at your local depot, including details of what you bought, when you ordered or received it and your name and address. Depot addresses available here: www.bidfood.co.uk/get-in-touch
- 6.8. When we will pay the costs of return. We will pay the costs of return:
 - 6.8.1. if the products are faulty or mis-described;
 - 6.8.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
 - 6.8.3. if you are a consumer exercising your right to change your mind.In all other circumstances you must pay the costs of return.

6.9. How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

6.9.1. When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

6.9.1.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a bricks and mortar shop.

6.9.1.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

6.9.1.3. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

6.10. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

6.10.1. your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 7.9.

6.10.2. in all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

7. OUR RIGHT TO END THE CONTRACT

7.1. We may end the contract if you break it. We may end the contract with you at any time by writing to you if you do not, within a reasonable time of us asking for it, provide us with the information that is necessary for us to provide the products, for example the delivery address. We may also end the contract if any of the information you have provided to us when the order was placed is discovered to be wrong or if you breach any material term of this contract following a notice by us to remedy that breach.

- 7.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for products 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.
- 7.3. We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

8. DEFECTIVE PRODUCTS

- 8.1. Clause 8.1 to 8.6 applies only to business customers.
- 8.2. If you are a business customer, we warrant that on delivery any products shall:
- 8.2.1.1. conform in all material respects with their description;
 - 8.2.1.2. be free from material defects in design, material and workmanship;
 - 8.2.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
and
 - 8.2.1.4. be fit for any purpose held out by us.
- 8.3. Subject to clause 8.4, if:
- 8.3.1.1. you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 8.2;
 - 8.3.1.2. we are given a reasonable opportunity of examining such product; and
 - 8.3.1.3. you return such product to us at our cost,
 - 8.3.1.4. we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 8.4. We will not be liable for a product's failure to comply with the warranty in clause 8.2 if:
- 8.4.1.1. you make any further use of such product after giving a notice in accordance with clause 8.3.1.1;

- 8.4.1.2. the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - 8.4.1.3. the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
 - 8.4.1.4. you alter or repair the product without our written consent; or
 - 8.4.1.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 8.5. Except as provided in this clause we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 8.2
- 8.6. These terms shall apply to any repaired or replacement products supplied by us under clause 8.3.
- 8.7. If you are a consumer, we warrant that the products will comply with the Consumer Rights Act 2015 and any other statutory or regulatory requirement applicable to them.

9. PRICE & PAYMENT

- 9.1. Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 9.3 for what happens if we discover an error in the price of the product you order.
- 9.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 9.3. What happens if we got the price wrong - It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's 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's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 9.4. When you must pay and how you must pay. We accept payment with Visa Debit, Visa Credit, and Mastercard. When you must pay depends on what product you are buying.

- 9.5. You must pay for products before we dispatch them. We will take payment from your card once you have successfully placed your order.
- 9.6. Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.7. 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 the Bank of England 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.
- 9.8. 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 may charge you interest on correctly invoiced sums from the original due date.
- 9.9. We may suspend supply and/or withdraw and/or change your payment terms. If you are a business, we may terminate this contract (a) immediately if you suffer any insolvency event; (b) on giving 7 days' notice to you if there is an adverse change in your credit rating; (c) if credit insurance held by us in respect of your account with us is reduced, withdrawn or ceases to be available at reasonable commercial rates.

10. OUR LIABILITY TO YOU

- 10.1. 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 employees, agents or subcontractors; 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.
- 10.2. We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use.
- 10.3. Excluded losses: If you are a business customer, we are not liable to you for any loss of profit, loss of revenue, loss of business, loss of goodwill, loss of contract, loss of opportunity, loss of reputation or for any indirect, consequential or purely economic loss.
- 10.4. Excluded Terms: If you are a business customer, except to the extent expressly stated in clause 8.1 all 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 excluded.

11. LIABILITY CAPS

- 11.1 If you are a business customer, our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £500 or the total sum paid by you for products to which the claim relates. This clause is subject to clauses 10.1, 10.3 and 10.4.

12. ADDITIONAL TERMS

- 12.1. We may transfer this contract to someone else. We may transfer our rights and obligations under these terms to another organisation. If we do so, we will make sure that your rights to enforce this contract are not unfairly prejudiced by the transfer.
- 12.2. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.3. 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.
- 12.4. 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.
- 12.5. If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.
- 12.6. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or

the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 12.7. Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.