

# Heron Tower Beverages –Terms and Conditions

Updated  
May 2017

## General

These terms and conditions (“Terms”) plus any implied terms which cannot be excluded are the whole agreement between applicant named in the Credit Application (“Customer or you/your”) and The Tetley’s Co. Pty. Ltd. (ABN 180 56 248 412) Trading As Heron Tower Beverages (“we/us/our”). No other contractual terms of a Customer (such as on a purchase order or otherwise) apply and, if provided, they don’t constitute a counteroffer. If you accept delivery or supply of all or a portion of goods and/or services supplied under these Terms (“Goods/Services”), you will be deemed to have accepted these Terms and they will apply to the exclusion of all others. We may vary these terms by providing written notice to you.

## Notification

You must notify us in writing within seven (7) days of: (1) Any alteration of your name or ownership; (2) the issue of any legal proceedings against you; (3) the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to you; and (4) Any change in the ownership of your business name. You agree that you shall be liable to us for all Goods supplied to the new owner by us until notice of any such change is received.

- You must hold a valid liquor licence to trade with us.
- Our Credit Application must be completed including all legal company name details (including ABN/ACN) and contact information. Director(s) name, email and phone number(s) must be supplied.
- By completing the credit application you are agreeing to our terms and condition in full, including payment terms and credit limits.
- All orders are firm sale, no returns.
- Pre-ordered stock items are considered a firm sale, no returns.
- Claims and/or returns will be accepted for faulty product(s) provided our claims form is completed and returned within 14 days of receipt of goods.
- Claims will not be accepted for damage caused by misuse by the venue or its staff.
- Claims for short/no supply will not be accepted if the POD has been signed without highlighting any problems.
- It is the responsibility of the customer to obtain the correct couplers for kegs when ordering.
- Delivery charges apply according to our standard delivery charge schedule (VIC)

## 1 Delivery and Supply

- 1.1 We shall not be liable for failure to deliver/supply, or for delay in delivery/supply. If we quote a time for delivery or supply, it’s an estimate only. You will not be relieved of any obligation to accept or pay for Goods because of any failure to delivery or supply. We can stop supply/delivery if you fail to comply with the Terms.
- 1.2 We may refuse to supply any order in our absolute discretion and may make acceptance of an order conditional upon receiving a satisfactory credit assessment of the Customer.
- 1.3 Deliveries at any time are subject to availability of stock and we will not be liable for any charges caused by product unavailability.

## 2 Quotations and Pricing

- 2.1 Prices charged will be according to a current quotation or determined by us by reference to our standard prices in effect at the date of delivery (whether notified to you or not and regardless of any prices contained in the order). We will use our best endeavours to notify you of price changes but bear no liability in respect of this.
- 2.2 Prices in quotations don’t include (unless specified): (1) Any statutory tax, including any GST; or (2) Costs and charges in relation to insurance, packing, delivery (whether by road, rail, ship or air) of the Goods.
- 2.3 If we have not specified the price to be charged to the Customer when the Customer places its order, the price charged to the Customer shall be the price ruling as at the date of delivery. The

Customer acknowledges that our prices are subject to alteration from time to time.

## 3 Credit Terms

- 3.1 Payment is due on or prior to fourteen (14) days from the date of invoice unless we tell you in writing otherwise.
- 3.2 Accounts that are new businesses, or unable to provide suitable trade references, may be sent stock on a Cash on Delivery (“COD”) basis for a period of up to 3 months until a suitable trading history has been established. Once a trading history has been established, the account may be able to access our standard credit terms.
- 3.3 We may revoke our express or implied approval for giving you credit at any time.
- 3.4 We can set-off against any money owing to you amounts owed to us by you on any account whatsoever.
- 3.5 You are liable for all reasonable expenses (including debt collection fees) and legal costs incurred by us for enforcement of obligations and recovery of monies due from you to us.
- 3.6 All sums outstanding become immediately due and payable by you to us if you default in paying any sums due to us, you become bankrupt, or commit any act of bankruptcy, compound with your creditors, have judgment entered against you in any court or, being a company, have a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms.
- 3.7 We reserve the right to place your account on “hold” if you breach any of the credit terms and conditions. No further orders will, or can, be placed by, or delivered to, you while your account is on hold until the account is brought back to terms. A payment plan may be negotiated or agreed between you and us during this period to assist you with the process. Your account may be brought back to the normal credit terms once payment(s) is (are) made on the outstanding invoices.
- 3.8 We reserve the right to charge an additional fee for any dishonoured cheques or payments to cover the associated administration costs.

4 The Customer shall keep confidential all details of any terms agreed with the Seller in relation to the price paid under any Contract. The Customer may only provide the same to any third party if the same shall be to the Customer’s auditors, insurers, and/or lawyers on terms which preserve confidentiality pursuant to an order of a Court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure.

5 The Customer undertakes to keep the Seller’s Equipment in safe and good condition. At all times, legal title to the Equipment shall remain with the Seller, and the Customer shall hold the same as a bailee and allow return of the Equipment to the Seller upon demand.

6 The Seller shall be entitled to regard any person placing an Order with Seller as having been authorised by the Customer to do so and so as to bind the Customer in its entirety.

7 The Customer undertakes not to do anything or act in any way which may directly or indirectly harm the Seller, affect the Seller’s reputation, or cause the Seller financial loss.

## 8 Legal Construction

- 8.1 These Terms shall be governed by and interpreted according to the laws of Victoria and the parties consent and submit to the jurisdiction of the Courts of Victoria.
- 8.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

Signed : ..... Date : .....

Print Name : .....

Position : .....