



Westerham Brewery
Beggars Lane
Westerham
Kent
TN16 1QP

Terms and Conditions of Sale

AVAILABILITY: All products are subject to availability

PRICES: All prices are subject to change without notice. Goods will be invoiced at the prices in place at delivery.

VAT: All prices are quoted excluding VAT. Where applicable, this will be charged at the rate current on the invoice date.

PAYMENT: Credit facilities are only available subject to agreement. **Payment is due BY DIRECT DEBIT, unless otherwise agreed, for all goods on or after the 10th day the month following the statement date.** Statements will be issued on the last day of the month by post or email. The Vendor reserves the right to charge interest at such reasonable rate as the Vendor shall from time to time stipulate on all sums outstanding for the period between the settlement date and the date on which payment is received. Where payment is made after the Settlement Date the Vendor reserves the right to withdraw and require payment of all discounts given in respect of goods where payment has not been received.

Purchasers should note that Customs and Excise duty is notified by the Brewery on all products sold in a given calendar month by the 15th of the following month. It is for this reason that the aforementioned payment terms are applied.

CLAIMS: All products should be checked on delivery and any obvious losses or errors noted on the delivery document signed by the purchaser. No liability for loss or damage can be accepted unless:

- a) Damaged or faulty goods are retained for inspection
- b) Obvious losses or damage is noted on the delivery document at the time of delivery
- c) Notification is received by the Vendor or carrier in writing within 3 days of receipt
- d) Non-delivery is notified to the Vendor within 14 days of placing an order

PRODUCT QUALITY and SPOILT BEER / ULLAGE: It is the Purchasers responsibility to rotate goods in stock so that the oldest are sold first. No rights exist for the return of out of date goods. Customers that use funnels and filters to return beer to casks are ineligible for ANY spoilt beer or ullage returns. Spoilt beer or ullage returns must be notified to the sales office within 24 hours of discovery.

UNDRINKABLE SEDIMENT: In all cask products there is undrinkable sediment. From time to time this is notified to Customs and Excise and is agreed between them and the Brewery. The dutiable volumes are notified on all invoices.

OWNERSHIP RIGHTS: All goods remain the property of the Vendor until payment has been received. The Purchaser shall nevertheless be entitled to sell to another party the goods delivered but such sale shall be for the account of the Vendor until payment is made.

CASKS: All casks and containers remain the property of the Brewery. It is the responsibility of the Purchaser to ensure that they are kept in good condition and are not lost. The Brewery reserves the right to charge the Purchaser with all costs incurred in cask repatriation including the recharging of third party services such as NCRNet. The current costs of NCRNet repatriation are £8.50 + VAT per container. In addition the Brewery reserves the right to charge the purchaser for all lost casks and containers not returned within six months. The asset tracking system employed by the Brewery permits us to trace all casks in trade.