

Website Terms And Conditions of Usage

Introduction

Punch Taverns plc (company number 3752645) is the ultimate parent of the Punch Taverns group of companies. Punch Taverns plc is registered in England and Wales and has its registered office at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire DE14 2WF, VAT number 745 7724 03, email address: enquiries@punchtaverns.com.

These terms and conditions apply to the website accessible via the following url address: www.punchbuyingclub.com (the "Website"). The Website is maintained by Punch Taverns plc on behalf of the Punch Taverns group companies supplying products and services via the Website. Unless otherwise specifically stated, the Punch Taverns group company that supplies you with the products and services ordered by you via the Website from time to time will be your landlord, being the Punch Taverns group company with whom you have your lease. A list of all landlords is given at the end of these terms. If you are unsure who your landlord is, please contact us at the email address above. These terms form a contract between you and your landlord (referred to in these terms as "we", "us") relating to the use of this Website and the supply of the products and services ordered by you.

Use of the Website is strictly subject to the terms and conditions set out in this document, as amended by us from time to time. If you fail to confirm your agreement to these terms and conditions (or any subsequent amended version) when prompted to do so at any time on the Website, we will not allow you to have access to the Website.

In order to register as the primary or "master" user of the Website, you must be the lessee of one of our pubs (including one belonging to any of our group or associated companies). You will be identified by means of a unique username, password and PIN allocated at the time of first registering to use the Website (subject to any revised user details agreed or allocated by us from time to time) and will have the option of registering other persons as "secondary" users of the site, with access to such parts of the Website as you think fit. You must ensure that all "secondary" users are over 18 years of age.

It is your responsibility to maintain the security of the relevant username, password and PIN details (whether applicable to you or any "secondary" users) and to ensure that these details are only provided to those adult individuals (if any) who you have authorised to act on your behalf for particular purposes in relation to the Website. Any person accessing any part of the Website using these details (including those applicable to any "secondary" user) will be treated as having full authority to act on your behalf and contract with us in your name, and you will be legally responsible for paying for any products or services ordered by that person via the Website and for any acts or omissions of that person whilst using the Website.

You agree to use, and ensure that all your "secondary" users (if any) use, the Website strictly in accordance with the terms and conditions set out in this document and all applicable laws and regulations and in a manner that is not likely to cause any harm or damage to us or any other users of the Website. In particular you agree that you will not use, and will ensure that your secondary users (if any) do not use, the Website to upload or send any material which contains software viruses or other codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or in any other manner which would interfere with or disrupt the Website.

If we consider that you have breached any of the terms and conditions set out in this document, we reserve the right without giving you any prior notice to restrict, suspend or terminate your use of the Website with immediate effect.

Ordering of Products & Services

You may only order products and services from the Website where you are acting in the course of your business. You are not permitted to place orders for products or services for your personal consumption.

Subject to the following paragraphs, the Punch Customer Trading Terms and Conditions (as amended from time to time) will apply to the purchase and supply of all products and services that you order via the Website from time to time.

If there is any conflict or inconsistency between these website terms and conditions (as amended by us from time to time) and the Punch Customer Trading Terms and Conditions (as amended by us from time to time), these website terms and conditions will prevail.

The prices (including for these purposes any relevant delivery or other charges) applicable to particular products and services available via the Website will be as stated on the Website or, if not so stated, as stated in the Punch Charter or otherwise prevailing at the time of delivery, subject to the following:-

- Stated prices may be reviewed and altered at any time and, where this happens, the relevant price for the purposes of a particular order will be the price prevailing at the time of delivery
- The Website refers to a large number of products and services and it is always possible that, despite our best efforts, some of the products and services listed on the Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that where the correct price is less than the stated price, we will charge the lower amount when dispatching or delivering the relevant products or services to you. If the correct price is higher than the stated price, we will normally (at our discretion) either contact you for instructions before dispatching or delivering the relevant products or services or reject your order and notify you of this.
- ABV on wines may vary by vintage.

Information

All personal information which you provide to us via the Website will be stored and used by us in accordance with the privacy policy published on the Website (as amended by us from time to time). Whenever you provide us with information via the Website, you will be deemed to have warranted to us that the information in question is accurate and that you have obtained all necessary permission for it to be used in the manner set out in the privacy policy mentioned above.

As a condition of you using the Website, you must provide us with sufficient, accurate information (to be updated by you without delay as and when any details change) to enable us to communicate with you by letter, telephone, email and SMS (text) and, when prompted to do so at any time on the Website, must give us your express permission to use these details for the purposes of processing and administering orders placed by you via the Website (including sending you reminders about particular matters) and for informing you about our latest promotions and/or any specific products

and services that we think might be of interest to you. If you fail to comply with this condition or seek in the future to “opt out” of receiving communications from us for any of the purposes set out above, we reserve the right to suspend or terminate your use of the Website.

Through the Website, you will be able to access certain information about your financial transactions with us. This information will be derived from our accounting systems, but it may take up to 36 hours for updated information from those systems to be represented on the Website, so you should not assume that any information shown on the Website is necessarily fully up to date. In any event, whilst we will use our best efforts to ensure that the information shown on the Website is accurate, we cannot and do not guarantee this, nor that the information on the Website will necessarily represent a complete and up to date record of your financial transactions with us. If you have a requirement for accurate information in respect of a particular matter, please request this directly from our accounts department in writing.

Information relating to and/or made available by us on the Website, including pricing information about our products and services but excluding any information that is or become publicly available through no fault of yours, is to be treated as our confidential information. You must safeguard all of our confidential information, treat it in confidence and, except as otherwise required by law, only use or disclose it for the purposes of progressing your relationship (including trading arrangements) with us. In particular therefore, you must ensure that you do not disclose any of our confidential information to any of our competitors. You must also ensure that any person to whom you do disclose any of our confidential information complies in respect of that information with obligations equivalent to those imposed by this paragraph.

If we create scope for you or any of your “secondary” users to post information on the Website, such as comments on particular products available via the Website, the following rules will apply to the use of this aspect of the Website:-

- You will be deemed to have given or obtained for us permission to use and publish on the Website any information posted by you or any of your “secondary” users
- You must ensure that this information does not include anything that is illegal, vulgar, defamatory or which otherwise infringes any other person’s rights
- We reserve the right to remove from the Website with immediate effect any information which we consider, at our discretion, may breach the rule set out in the previous bullet point or is otherwise inappropriate.

Legal Disclaimers

While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy or completeness of the material on the Website. We may make changes to the functionality of the Website, the material on the Website and/or any of the products and services (including their prices) described in it, any time without notice. The material on the Website may be out of date and we make no commitment to update the material.

The material on the Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal disclaimer, might have effect in relation to the Website.

We will use our reasonable endeavours to ensure that the Website is fully operational at the times we have indicated it will be available. However we cannot and do not guarantee that the Website will be available at all times or that it will be fault free. In particular access to the Website may be interrupted or restricted to allow for emergency or routine repairs or maintenance to be carried out or the introduction of new facilities or services.

Further, by using the Website, you acknowledge and agree that the Internet uses elements and relies upon services, input and facilities which are not within our control and if we are totally or partially prevented or delayed in the performance of any of our obligations in connection with the Website as a result of any failure of such external services, input or facilities or any other event of “force majeure”, we will not be liable to you for the relevant non-performance or delay. For the purposes of these terms and conditions, the expression “force majeure” will be deemed to include any cause affecting the performance by us of our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control and in particular will include strikes, lock-outs, other industrial action, actual or threatened terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat or preparation for war, fire, technical or power failure, software, hardware or telecommunication or other network failures, interruptions, disruptions or malfunctions, explosions, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural or physical disaster and any legislation, regulation, rule or ruling of government, court or any competent authority.

To the fullest extent permitted by applicable laws, neither we nor any of our group or associated companies or any of our or their respective directors, employees, affiliates or other representatives will be liable for any loss or damages arising out of or in connection with the use of, or inability to use, the materials in and/or facilities or services offered through the Website, including any loss of data, income, profit or opportunity, loss of or damage to property, claims of third parties and/or indirect or consequential loss or damages, even we have been advised of the possibility of such loss or damages or such loss or damages were reasonably foreseeable. If this clause is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event will our total liability to you for all damages, losses, and claims (whether in contract, tort (including negligence), or otherwise) exceed the amount paid by you, if any, for accessing the Website.

We have included links to other websites which, at the time of creating the links, were believed to be of interest to our Website visitors. Whilst we will from time to time review the websites to which we have linked, we do not necessarily endorse the contents of those linked websites. We disclaim all liability arising from the information or materials contained on any linked websites.

Machine Reporting

This reporting suite has been developed as a tool to assist you in calculating the amount of tax that you will need to account for in relation to revenues from any gaming machines installed in your pub.

However, Punch cannot and does not guarantee that it will always produce a 100% accurate picture of the revenue that you have generated and/or the amount of tax that you need to account for in relation to that revenue. Ultimately, the reporting suite is not intended to be, and should not be relied upon as, a substitute for you carrying out your own checks and, where appropriate, seeking your own professional accountancy advice.

It is also not intended to be, and should not be relied upon as, a substitute for the records that HMRC require you to keep in order to support your tax returns. As a result, the reporting suite is made available to you, free of charge, on the basis that Punch cannot and does not accept any

liability to you for the consequences of any use you make of the suite, including in particular any failure to submit an accurate tax return and/or maintain appropriate tax records.

Trade marks, copyright, linking and other use of this Website

All trademarks on the Website are owned by us or our licensors (including third party providers of products and services available via the Website).

Except where otherwise stated, all Website contents are © Punch Taverns plc (2013)

Unless specifically stated that particular materials can be used more widely, you are only permitted to download the materials contained on the Website to a single personal computer and/or to print a hard copy of the materials contained on the Website for use in connection your pub business, and provided all copyright, trade mark and other proprietary notices are left intact. The grant of this limited licence is conditional upon your agreement to and compliance with all the terms and conditions set out in this document. Any other use of any of the materials on this website including reproduction (for any purposes other than those noted above), modification, distribution, or republication, without our prior written permission is strictly prohibited, and is a violation of ours and/or our licensors' proprietary rights.

You may not link to this Website, nor frame it, without our express permission. If you would like to link to the site please contact us at ebiz.admin@punchtaverns.com.

Miscellaneous

If you have any complaints or comments about the Website please contact us by email to ebiz.admin@punchtaverns.com or in writing to Ebusiness Department, Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire DE14 2WF.

If you have any complaints or comments about the products or services ordered via the Website, please contact us by email to ebiz.contactcentre@punchtaverns.com or in writing to Service and Support Centre, Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire DE14 2WF.

In these terms and conditions, the expressions "including" and "in particular" are to be construed as if they were followed by the words "but without limitation".

In these terms and conditions, headings have been inserted for ease of reference only and are not to affect the interpretation of the terms and conditions.

We may revise these terms and conditions at any time by amending this page on the Website. You are expected to check this page from time to time to take notice of any changes we make, as they will be binding on you. Some of the provisions in these terms and conditions may also be amended or superseded by provisions or notices published elsewhere on the Website.

You agree that we are not required to comply with the obligations imposed by regulations 9 (1), 9(2) and 11 (1) of The Electronic Commerce (EC Directive) Regulations 2002.

These terms and conditions and any dispute or claim arising out of or in connection with them (including any non-contractual dispute or claim) will be governed by and construed in accordance with the laws of England and Wales.

Punch Taverns landlords

The landlords within the Punch Taverns group of companies are:

- Punch Partnerships (PTL) Ltd (company number 03512363), VAT No.710 3148 84
- Punch Partnerships (PML) Ltd (company number 03321199), VAT No.666 0183 45
- Punch Partnerships (PGRP) Ltd (company number 03988664), VAT No.745 7724 03
- Punch Partnerships (Pubs) Ltd (company number 05699544), VAT No. 2575 86

The registered offices of all these companies are at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire DE14 2WF.