

THE LANCASTER LANDMARK HOTEL COMPANY LIMITED

Conditions for the Purchase of Food, Beverages & Consumables

These conditions shall apply to any contract ("The Contract") between The Lancaster Landmark Hotel Company limited ("The Landmark Hotel") and any person, firm or company ("The Seller") on whom The Landmark Hotel places an order for the manufacture and/or supply of any food, beverage or like goods ("the Provisions") and the supply of any equipment for storing or vending the Provisions or otherwise relating thereto ("The Equipment") (the Provisions and Equipment being hereinafter collectively referred to as "the Goods").

1. Specification

a) The Seller shall give The Landmark Hotel written notice of any proposed change in the specification of the Goods ("the Specification"): The Landmark Hotel may reject such changes as it considers significant.

b) The Seller shall ensure that the Goods comply with the requirements of any statutes and regulations in effect at the date of delivery and commissioning, particularly the Food & Drugs Acts, and that both the Goods and literature relating thereto have been marked in accordance with the Trade Descriptions Acts 1968 and 1972.

2. Subcontracting

The Seller shall not sub-contract any part of its obligations hereunder without The Landmark Hotel's prior written consent provided that any such sub-contract shall not relieve the Seller of any of its obligations under the Contract.

3. Inspection and Testing

a) The Landmark Hotel shall have the right to inspect the Goods at reasonable times during their manufacture or while being stored.

b) Before delivering the Goods the Seller shall inspect and test them for compliance with the Specification. If so requested by The Landmark Hotel, the Seller shall permit The Landmark Hotel to attend such inspection and testing and shall supply The Landmark Hotel with copies of records relating thereto.

c) The Seller shall forthwith inform The Landmark Hotel if, as a result of any inspection, test or otherwise, it appears that the Goods are not in accordance with the Specification or are unlikely so to accord within the time limits in the Contract: thereupon, and without prejudice to The Landmark Hotel's rights to claim damages or subsequently to repudiate the Contract, the Seller shall deal with the Goods in such manner as The Landmark Hotel may reasonably direct.

4. Delivery

a) The Seller shall at its risk and expense deliver the Goods to the places, in the manner and within the time limits in the Contract: time and delivery shall be of the essence.

b) The Landmark Hotel shall as soon as reasonably practical give notice to the Seller of loss of or damage to Goods while in the course of delivery: at The Landmark Hotel's request, the Seller shall promptly repair or replace such lost or damaged Goods.

c) If the Seller fails for any cause whatsoever to deliver any of the Goods within the time limits in the Contract or as extended hereunder, The Landmark Hotel may at its option either grant to the Seller such extension as The Landmark Hotel deems reasonable (time of delivery as so extended being of the essence) or rescind the Contract or any part thereof by notice in writing.

5. Passing of Property and Risk

a) Property in the Provisions shall pass to The Landmark Hotel on delivery in accordance with Clause 4 or on the payment by The Landmark Hotel of any part of the price of the Goods, whichever shall first occur.

b) Where property has passed to The Landmark Hotel pursuant to sub-clause (a) and the Provisions are in the Seller's custody or control or stored to the Seller's order, the Seller shall ensure that the Provisions are clearly labelled as The Landmark Hotel's property.

c) Risk in the Provisions shall be with the Seller until delivery to The Landmark Hotel in accordance with Clause 4.

d) Property and risk in the Equipment shall unless otherwise agreed remain with the Seller.

6. Installation & Commissioning of the Equipment

a) Where the Equipment is to be installed in The Landmark Hotel's or its nominees premises, the Seller shall liaise with The Landmark Hotel to ensure the satisfactory installation and commissioning of the Equipment and, in particular, shall, in good time, provide The Landmark Hotel with all information necessary to the preparation of the installation site and the provision of services thereto.

b) Where any part of the installation or commissioning of the Equipment is undertaken by the Seller's employees or agents, the Seller shall indemnify The Landmark Hotel against loss or damage arising from advice given or work undertaken by such employees or agents.

7. Rejection

The Landmark Hotel may by written notice to the Seller after delivery reject the Goods if any of the conditions of the Contract applicable thereto are broken. Thereupon and without prejudice to The Landmark Hotel's right to damages or subsequently to repudiate the contract. The Seller shall deal with the Goods in such manner as The Landmark Hotel may reasonably direct.

8. Guarantee

a) The Seller shall promptly repair or replace any of the Goods which are found to be defective or not in compliance with the Specification.

b) The Seller's duties under sub-clause (a) shall be in addition to those impliedly incorporated into the Contract by statute or custom and practice.

9. Health and Safety

The Seller shall comply with the duties, in particular the duties to test and inform, provided in the Health and Safety at Work etc. Act 1974 and Regulations made there under.

10. Indemnities

a) The Seller shall indemnify The Landmark Hotel against all losses, costs, claims and expenses arising from any personal injury or damage to property caused by the Seller, its servants or agents or by the Goods otherwise than where such injury or damage is caused by The Landmark Hotel's negligence.

11. Seller's Duty To Insure

a) The Seller shall insure against its liabilities pursuant to clauses 6 (b) and 10 prior to commencement of any work at The Landmark Hotel's premises in the sum of £1 million or such other sum as may be agreed in writing between The Landmark Hotel and the Seller so as to indemnify The Landmark Hotel and the Seller jointly and severally.

b) The Seller shall on request provide The Landmark Hotel with copies of policies relating to the insurances referred to in this clause in default of which at the seller's expense The Landmark Hotel may insure such risks on such terms and for such sums as it thinks fit.

c) The Seller shall where applicable hold all insurance monies payable pursuant to this clause in trust for The Landmark Hotel.

12. Confidentiality

a) The Seller shall use its best endeavours to keep secret confidential information relating to The Landmark Hotel's business which may become known to the Seller through its performance of the Contract or otherwise save only that such Information may be disclosed to the extent necessary for the proper performance of the Contract.

b) The Seller shall not without The Landmark Hotel's prior written consent use The Landmark Hotel's name or trade marks in connection with the Contract or disclose the existence of the Contract in any publicity material.

13. Force Majeure

Should the manufacture, delivery or commissioning of the Goods be prevented or delayed by any act or circumstance beyond The Landmark Hotel's or the Seller's reasonable control, The Landmark Hotel may at its sole option and without incurring any liability to the Seller suspend the Contract and, after a reasonable period of suspension, cancel it.

14. Assignment

The Contract is not assignable by the Seller without the written consent of The Landmark Hotel and is between The Landmark Hotel and the Seller as principals but The Landmark Hotel may without consent assign all or any of its rights and obligations hereunder.

15. Termination

If the Seller: either (i) becomes insolvent, commits any act of bankruptcy or composition with its creditors, commences liquidation or winding up (other than voluntarily for the purposes of amalgamation or reconstruction) or has a Receiver or Manager appointed for the benefit of its creditors, or (ii) commits a breach of the Contract and fails to remedy such breach within such reasonable period as The Landmark Hotel may specify in writing, then The Landmark Hotel may by written notice to the Seller forthwith terminate the Contract without incurring any liability to the Seller and without prejudice to The Landmark Hotel's rights which may have accrued up to date of termination.

16. Interpretation

a) These conditions shall apply to the exclusion of any of the Seller's conditions.

b) No variation or addition to these conditions shall be effective unless contained on the face of the purchase order or in a written instrument signed by a Director or authorised official of The Landmark Hotel.

c) The interpretation and application of the Contract shall be in accordance with English Law.

Tucketts 2/94

THE LANCASTER LANDMARK HOTEL COMPANY LIMITED

General Conditions of Purchase

These conditions shall apply to any contract ("The Contract") between The Lancaster Landmark Hotel Company Limited ("The Landmark Hotel") and any person, firm or company ("The Seller") on whom The Landmark Hotel places an order for the manufacture and/or supply of any goods ("the Goods").

1. Specifications

a) The Seller shall give The Landmark Hotel written notice of any proposed change in the specification of the Goods ("the Specification"); The Landmark Hotel may reject such changes as it considers significant.
b) The Seller shall ensure that the Goods comply with the requirements of any statutes and regulations in effect at the date of delivery and commissioning, including where applicable the Food & Drugs Acts, and that both the Goods and literature relating thereto have been marked in accordance with the Trade Descriptions Acts 1968 and 1972.

2. Drawings, Models etc.

a) All patterns, dies, moulds, tools, drawings, models materials and other items supplied by The Landmark Hotel or manufactured or bought by the Seller for or at the expense of The Landmark Hotel for the purposes of the Contract ("The Landmark Hotel's Items") shall be and remain the property of The Landmark Hotel and shall at all times be clearly labelled and identified as such but shall be at the risk of the Seller until delivered or returned to The Landmark Hotel.
b) Except with the prior written consent of The Landmark Hotel, the Seller shall not loan, bail or otherwise remove The Landmark Hotel's items from its custody nor allow them to be seized, sequestered or used otherwise than for the purpose of fulfilling the Contract.
c) The Seller shall maintain The Landmark Hotel's items in good order and condition (fair wear and tear and materials consumed in the proper execution of the Contract excepted).
d) Immediately on completion of the Contract the Seller shall deliver The Landmark Hotel's items to The Landmark Hotel or its nominee.

3. Subcontracting

The Seller shall not sub-contract any part of its obligations hereunder without The Landmark Hotel's prior written consent provided that any such sub-contract shall not relieve the Seller of any of its obligations under the Contract.

4. Inspection and Testing

a) The Landmark Hotel shall have the right to inspect the Goods at any reasonable times during their manufacture or while being stored.
b) Before delivering the Goods the Seller shall inspect and test them for compliance with the Specification. If so requested by The Landmark Hotel, the Seller shall permit The Landmark Hotel to attend such inspection and testing and shall supply The Landmark Hotel with copies of records relating thereto.
c) The Seller shall forthwith Inform The Landmark Hotel if, as a result of any inspection, test or otherwise, it appears that the Goods are not in accordance with the Specification or are unlikely so to accord within the time limits in the Contract thereupon, and without prejudice to The Landmark Hotel's rights to claim damages or subsequently to repudiate the Contract, the Seller shall deal with the Goods in such manner as The Landmark Hotel may reasonable direct.

5. Delivery

a) Save as provided by clause 6 the Seller shall at its risk and expense deliver the Goods to the places, in the manner and within the time limits in the Contract time of

c) The Seller shall notify The Landmark Hotel of the location and terms on which the Goods are stored pursuant to this clause.

7. Passing of Property and Risk

a) Save as provided by sub-clause (b). Property in the Goods shall pass to The Landmark Hotel either on delivery or when The Landmark Hotel pays the Seller any part of the price of the Goods, whatsoever shall first occur.
b) If delivery is postponed pursuant to clause 6, property in the Goods shall pass to The Landmark Hotel seven days after receipt by The Landmark Hotel of any notice given in accordance with clause 6 (c).
c) Where property has passed to The Landmark Hotel pursuant to sub-clauses (a) or (b) and the Goods are in the Seller's custody or control. The Seller shall ensure that the Goods are clearly labelled as The Landmark Hotel's property.
d) Risk in the Goods shall be with the Seller until delivery save that the Seller shall be liable for all damage to the Goods caused by the Seller, its servants or agents during commissioning.

8. Installation

a) Where the Goods are to be installed in The Landmark Hotel's or its nominee's premises, the Seller shall liaise with The Landmark Hotel to ensure the satisfactory installation of the Goods and in particular shall in good time provide The Landmark Hotel with all information necessary to the preparation of the installation site and the provision of services thereto.
b) Where any part of the installation of the Goods is undertaken by the Seller's employees or agents, the Seller shall indemnify The Landmark Hotel against loss or damage arising from advice given or work undertaken by such employees or agents.

9. Commissioning

Where the Seller agrees to commission the Goods or any part thereof, the Seller shall provide all the requisite skilled labour, supervisory staff and facilities for commissioning the Goods and shall indemnify The Landmark Hotel from any loss or damage caused Thereby.

10. Rejection

The Landmark Hotel may by written notice to the Seller after delivery reject the Goods if any of the conditions of the Contract applicable thereto are broken, thereupon and without prejudice to The Landmark Hotel's right to damages or subsequently to repudiate the contract, the Seller shall deal with the Goods in such manner as The Landmark Hotel may reasonably direct.

11. Guarantee

a) The Seller shall promptly repair or replace any of the Goods which, within one year of being put into use or of being repaired or replaced under the provisions of this clause (or such other period as may be agreed), as found to be defective or not in compliance with the Specification.
b) The Seller's duties under sub-clause (a) shall be in addition to those impliedly incorporated into the Contract by statute or custom and practice.

12. Health and Safety

The Seller shall comply with the duties, in particular the duties to test and inform, provided in the Health and Safety at Work etc. Act 1974 and Regulations made thereunder.

13. Indemnities

14. Seller's Duty To Insure

a) The Seller shall insure:
i) The Landmark Hotel Items against "All Risks" to their full replacement value until delivery to The Landmark Hotel or its nominee; and
ii) against its liabilities pursuant to clauses 8 (b) and 13 (a) (i) prior to commencement of any work at The Landmark Hotel's premises in the sum of £1 million or such other sum as may be agreed in writing between The Landmark Hotel and the Seller so as to indemnify The Landmark Hotel and the Seller jointly and severally.
b) The Seller shall on request provide The Landmark Hotel with copies of policies relating to the insurances referred to in this clause in default or which at the seller's expense The Landmark Hotel may insure such risks on such terms and for such sums as it thinks fit.
c) The Seller shall where applicable hold all insurance monies payable pursuant to this clause in trust for The Landmark Hotel.

15. Confidentiality

a) The Seller shall use its best endeavours to keep secret confidential information relating to The Landmark Hotel's business which may become known to the seller through its performance of the Contract or otherwise save only that such information may be disclosed to the extent necessary for the proper performance of the Contract.
b) The Seller shall not without The Landmark Hotel's prior written consent use The Landmark Hotel's name or trade marks in connection with the Contract or disclose the existence of the Contract In any publicity material.

16. Force Majeure

Should the manufacture, delivery or commissioning of the Goods be prevented or delayed by any act or circumstance beyond The Landmark Hotel's or the Seller's reasonable control. The Landmark Hotel may at its sale option and without incurring any liability to the Seller suspend the Contract and, after a reasonable period of suspension, cancel it.

17. Assignment

The Contract is not assignable by the Seller without the written consent of The Landmark Hotel and is between The Landmark Hotel and the Seller as principles but The Landmark Hotel may without consent assign all or any of its rights and obligations hereunder.

18. Set-off

The Landmark Hotel shall be entitled to set off payment of any amount due to the Seller under the terms of this Contract or any other Contract between The Landmark Hotel and the Seller whether in respect of any Claim by The Landmark Hotel in respect of faulty or defective goods or for any other reason.

19. Termination

If the Seller:
i) becomes insolvent, commits any act of bankruptcy or composition with its creditors, commences liquidation or winding up (other than voluntarily for the purposes of amalgamation or reconstruction) or has a Receiver or Manager appointed for the benefit of its creditors; or
ii) commits a breach of the Contract and fails to remedy such breach within such reasonable period as The Landmark Hotel may specify in writing. The Landmark Hotel may by written notice to the Seller forthwith terminate the Contract without incurring any liability to the Seller and without prejudice to The Landmark Hotel's rights which may have accrued up to date of termination.

delivery shall be of the essence.

b) The Landmark Hotel shall as soon as reasonably practical give notice to the Seller of loss of or damage to Goods while in the course of delivery; at The Landmark Hotel's request, the Seller shall promptly repair or replace such lost or damaged Goods.

c) If the Seller fails for any cause whatsoever to deliver any of the Goods within the time limits in the Contract or as extended hereunder, The Landmark Hotel may at its option either grant to the Seller such extension as The Landmark Hotel deems reasonable (time of delivery as so extended being of the essence) or rescind the Contract or any part thereof by notice in writing.

6. Postponement of Delivery

a) The Landmark Hotel may by notice in writing given to the Seller at any time before delivery of the Goods postpone delivery thereof.

b) On receipt of notice of postponement the Seller shall arrange for the Goods when ready for delivery to be stored safely at the Seller's risk but at The Landmark Hotel's reasonable expense.

a) The Seller shall indemnify The Landmark Hotel against all losses, costs, claims and expenses arising from:

i) any personal injury or damage to property caused by the Seller, its servants or agents or by the Goods otherwise than where such injury or damage is caused by The Landmark Hotel's negligence; and ii) any infringement of any letters patent. Registered design, trade mark, copyright or other industrial property right relating to the Goods otherwise than where such infringement relates to a design or instruction furnished by The Landmark Hotel; in the event of such claim the Seller shall at its expense and at The Landmark Hotel's option either make the Goods non-infringing or replace them with compatible non-infringing goods.

b) The Landmark Hotel shall promptly notify the Seller of any claim falling within the scope of this clause and the Seller shall be entitled at its own expense to conduct any litigation arising there from and any negotiations for the settlement thereof; The Landmark Hotel shall at the Seller's request and expense assist the Seller in defending or settling any such claim.

20. Interpretation

a) These conditions shall apply to the exclusion or any of the Seller's conditions.

b) No variation or addition to these conditions shall be effective unless contained on the face of the purchase order or in a written instrument signed by a Director or authorised official of The Landmark Hotel.

c) The interpretation and application of the Contract shall be in accordance with English Law.

Tucketts 2/94