

# On Trade Club

## Terms and Conditions

- 1) These terms and conditions ('Club Terms') govern your membership of the Booker On Trade Club ('the Club') and by submitting your application to join the Club you agree to the Club Terms in full.
- 2) The Club Terms are in addition to your existing terms with Booker; in the event of any conflict the Club Terms will prevail.
- 3) Your membership of the Club is subject to you spending, on average, a minimum of £500 per week on alcohol and soft drinks products per Quarter ('Minimum Spend'). You are responsible for monitoring your progress towards achieving the Minimum Spend, however Booker will use reasonable commercial endeavours to notify you every Quarter by email to your Club account email address of your spend to date, and how much spend (if any) is required by the end of that Quarter to continue your membership of the Club. If you do not spend the Minimum Spend, Booker shall have the right to terminate your membership of the Club immediately. In this clause Quarter shall mean each period of 13 weeks ending on 30 June, 29 September, 29 December and 30 March. Where these terms and conditions start after the start of any individual Quarter, that Quarter's Minimum Spend will be pro-rated accordingly.
- 4) Subject to clause 3, Booker will make available to members of the Club a limited range of products ('Club Products') at a lower wholesale selling price than is available to the rest of the Booker catering estate in return for you abiding by the Club Terms. Club Products will be determined by Booker in their absolute discretion, and may change, and wholesale prices for Club Products will vary from time to time dependent on market and industry circumstances.
- 5) As a Booker On Trade Club customer, you expressly agree that: Booker shall use Personal Data (as defined in the General Data Protection Regulation 2016 as any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) it receives in connection with you to create or update records held by it and all Group Companies (meaning Booker and all of its subsidiaries, holding companies and subsidiaries of its holding companies from time to time) relating to any matter(s), including without limitation to the purpose of a product, market or statistical analysis, promoting offers, customer satisfaction or competitions and analysing the performance of a product launch; and additionally, in consideration of the commercial benefits for you that can or may be generated by sharing your data, you agree that Booker may from time to time share statistical and analytical information regarding your business and purchased goods (including Personal Data) with Booker's Group Companies, Booker suppliers and other third parties so that Booker, the third party or supplier(s) (as applicable) may:
  - a. carry out data and market analysis, testing, research, statistical and surveys;
  - b. measure or understand the effectiveness of Booker's promotions and products, and to deliver relevant advertising and offer better products to Booker's customers;
  - c. help Booker to provide the best possible service;

# On Trade Club

## Terms and Conditions

- d. and make the Customer aware of services or products that could enhance the Customer's business.
- 6) You acknowledge that Booker's privacy notice sets out Booker's policy around the use of Personal Data in more detail and the safeguards in place. The notice is available at [www.booker.co.uk](http://www.booker.co.uk). Specifically, by joining the Club you consent to:
- (i) Booker sending to the email address registered to your Club membership:
    - a. a digital brochure and website which displays Club Products at a lower wholesale selling price (pursuant to clause 0; and
    - b. a Minimum Spend update (pursuant to clause 3); and
  - (ii) Booker's entitlement to pass to a third party acting on behalf of Booker and supplier(s) of the Club Products the following data:
    - a. a list comprising all current members of the Club and their business name, business address and Booker customer number; and
    - b. a sales summary comprising of products sold and volume of products sold for all Club members.
- For the avoidance of doubt, supplier(s) will only be transferred data relating to Club members which have purchased products manufactured by that supplier.
- 7) If you do not want to receive Club offers by email pursuant to clause 6)(i)a., you may untick the box upon registration to the Club or unsubscribe via the link provided in that email.
- 8) By joining this Club you warrant and confirm that you hold all necessary licences to sell alcohol in your business and that any Club purchases of alcohol will be for the purpose of your trade in accordance with such licences.
- 9) Secondary wholesale or similar buying/selling activity is not permitted and purchases must be for your business only. Booker may immediately terminate your membership of the Club in the event of you doing this.
- 10) Bulk limits apply. You may only purchase a maximum of 10 cases per product per day unless specified otherwise. Booker may immediately terminate your membership of the Club in the event you exceed this limit.
- 11) If you breach Club Terms or the terms of any other agreement(s) you have with Booker, Booker may terminate your membership of the Club immediately. Booker may at its discretion, but is not obliged to, issue you with a warning notice that you are in breach and requiring you to thereafter adhere to Club Terms. If you fail to abide by any warning notice under this clause then your membership of the Club will immediately be terminated by notice by Booker.

# On Trade Club

## Terms and Conditions

- 12) Club Terms are confidential between you and Booker and must not be discussed with anyone outside of the Club including but not limited to non-Club members, third party suppliers that are not participating in the Club, other wholesalers and the trade press, except for your legal/ financial advisors, and in the event that you are required to disclose details by any competent court or authority. Your duty of confidentiality will continue if you leave the Club for whatever reason or if the Club is terminated by Booker.
- 13) In the event of any changes to legislation that make the Club unworkable or unviable from Booker's point of view, the Club will be terminated forthwith. In addition, Booker is entitled to terminate the Club and/or your membership of the Club on 4 weeks' notice at any time.
- 14) If you wish to leave the Club simply contact your Booker Branch management team or catering development manager who will process removal within 7 days.
- 15) Booker reserves the right to amend these terms and conditions or amend the operation of the Club at any time and without notice. Any updated terms and conditions will be uploaded on [www.booker.co.uk](http://www.booker.co.uk) and/or emailed to you.
- 16) These terms and conditions and any dispute related to them (contract or otherwise) shall be governed by English Law and the parties agree to submit any dispute to the exclusive jurisdiction of the English Courts.