



Bakers BASCO Limited

6th Floor
10 Bloomsbury Way,
London,
WC1A 2SL

Third Party Compliance

Version 4.0

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1 Introduction

Bakers BASCO Limited has been founded to provide the baking industry with standardised universal equipment, which consists of a uniform bread basket and wheeled carrier (Dolly). This document specifies the necessary requirements Bakers BASCO Limited instruct third party users to undertake.

As an 'Associated party' (Customer, Retailer or Agent) of a Bakers BASCO Limited Licensed user you remain responsible for the equipment while it remains in your possession.

Your supplier will specify your collection schedule directly as not all circumstances are the same, however the principles outlined must be adhered to. Failure to comply with the specified requirements will find you in breach of contract enabling BASCO to seek redress within the Statutory provisions of the Torts (Interference With Goods) Act 1977 and may result in legal action being taken.

2 Requirements for Usage

2.1 Guidelines

- The Equipment (Baskets & Dollies) may only be used for the delivery, display or temporary storage of products the user has provided to you. Where equipment is used for the secondary distribution of Licensed User's produce the User concerned must approve the reporting documentation in advance of such use.
- Where BASCO equipment is used for the merchandising of Users' produce then a periodical stock count must be supplied to Bakers BASCO Limited (Typically four weekly).
- The Equipment may not at anytime be used for carrying, displaying or the temporary storage of any products other than those supplied by the Licensed user to you.
- The Equipment remains the sole property of Bakers BASCO Limited, it must not be used as a carrier to customers of any other party.
- The Equipment must be made available to the licensed user for collection at the earliest opportunity. This again will be specified to you directly by the User.
- BASCO should be notified immediately if for any reason you accumulate any equipment, which the licensed user cannot collect.

2.2 Operational Handling

- **The Baskets are designed with specific features which for both health and safety and maximum efficiency should be noted:**
- The Basket has two bale arms, one each side which should be locked inwards to allow the next basket to be stacked safely and securely.
- Baskets containing produce should be stacked ten high onto a dolly (if provided) to complete a stack.
- When not in use the bale arms should be returned to their original outward position and baskets stacked no more than 30 high to each dolly to again complete a stack ready for collection by the User.
- When forming stacks of empty baskets, all must be returned to the open position. Stacks must not incorporate a combination of nested and open baskets.
- When not in use Dollies should be cross-nested as per their footprint to a quantity no greater than 20 high to form a stack.
- Dollies should not be stored or carried within baskets.

3 Products

3.1 Approved Products

- The below detailed products are defined as the agreed produce users may pack and distribute in BASCO Equipment.
 - **Wrapped Bread**
 - **Wrapped Morning Goods**
 - **Wrapped Hot Plate Products**
 - **Wrapped Bread Rolls**
 - **Wrapped Malt Loaf**
 - **Wrapped Cake Products**
- Should you receive any produce in the Basket, which is not specified above you must notify Bakers BASCO immediately.

4 Equipment Management

4.1 Equipment Recovery

- Bakers BASCO Limited has a dedicated recovery program for the management and recovery of the Omega equipment.
- Basco recovery personnel will visit you at any time to perform equipment counts and discuss any issues you may have with the equipment in general. By signing this document, you agree to allow access for such visits.
- As a third-party user it is in your interest to participate in the identification of any abuse of the BASCO guidelines. The BASCO guidelines have been designed to ensure maximum efficiency is achieved to enable the Users to deliver the products to you. Should you notice any abuse of the BASCO guidelines or become aware of any abuse you must contact BASCO immediately with the relevant details.
- All parties must ensure any damaged equipment is returned to the User.

4.2 Misuse

- Should any party be found in breach of the terms in this document the relevant legal action, may be taken as appropriate.
- BASCO will endeavour to recover any reasonable compensation for the associated recovery. This may include charges relating to the collection, cleaning/ repair of the equipment together with any associated loss of use element and reasonable administrative costs flowing from the equipment being used illegally. Where the equipment is lost or damaged beyond repair or contaminated preventing further use the associated replacement charges will be applied, together with any financial loss of use, costs incurred, together with any reasonable administration/ collection charges.
- Basco are unable to provide any absolute assurances as to the quantum of any compensation secured, as this may be the subject of an independent judicial determination.
- As Licensed users do not own the Baskets in which they provide their produce, in turn they have no influence or direction as regards the actions of BASCO relating to any legal action it may take against any party.
- Basco have a zero-tolerance approach as to the misuse of its equipment and will issue Notice to Desist documentation and Collection Notices as felt appropriate. Any equipment deemed contaminated, damaged or unusable will incur the unlawful converter to be liable for all associated replacement costs and charges.
- Basco additionally reserves its rights to claim additional damages for the loss of use of such equipment for any material period it has been deprived of its use.
- Recovery charges will be reviewed from time to time and declared in any Collection Notices issued.

Some Examples of misuse (this is not a full and exhaustive list):-

- ❖ Use of Omega baskets and or dollies to transport unlicensed products by a third party.
- ❖ Use of Omega baskets and or dollies to transport unlicensed products alongside licensed products. (i.e. Split baskets)
- ❖ Use of Omega baskets for non-bakery products
- ❖ Use of Omega baskets and dollies as a means of storage
- ❖ Use of Omega dollies under none Omega baskets.
- ❖ Contamination of Omega equipment.
- ❖ Defacement of Omega baskets and dollies.
- ❖ Unauthorised freezing of supplier product in Omega equipment

5 Licences

5.1 Licences

- BASCO is not limited to the existing licensees and other companies may join. Therefore, should you have a requirement for the use of baskets or dollies within your business please contact BASCO to discuss your requirements in detail.

6 Change Control

Suggested changes to this document should be addressed to the General Manager. All changes require BASCO authorisation, with approval these will be logged, implemented and the document circulated to the relevant parties.

Please Detach, Sign & Return to Bakers BASCO Limited.



Bakers BASCO Limited

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10 Bloomsbury Way,
London,

WC1A 2SL

Compliance Agreement

COMPANY NAME:			
ADDRESS:			
CONTACT:		TELEPHONE	
EMAIL		MOBILE	

I hereby agree to comply with the guidelines specified within this document by Bakers BASCO Limited.

Signed:

Print:

Position:

Date: