

**SIBA'S GUEST BEER PORTAL  
TERMS AND CONDITIONS  
MARCH 2025**

1. The following Terms and Conditions (“**Terms**”) govern the use of SIBA’s *Guest Beer Portal* (“**Portal**”) which can be found at [www.guestbeer.co.uk](http://www.guestbeer.co.uk). By accessing or using the Portal, submitting beer brand and brewery details or other data, or registering as a user of the Portal ( all “**Portal User**”), you agree to be bound by these Terms. In these Terms “Brand Owners” means breweries, producers and owners of beer brands.
2. The Portal is owned and operated by SIBA, incorporated and registered in England and Wales with company number 03163350 whose registered office is at Unit 4 The Old Laundry, Fishergreen, Ripon, HG4 1NL.
3. The purpose of the Portal is to provide interested parties with a list of beer brands which meet Regulation 20 (2) of the Scottish Pubs Code Regulations 2024 (“**Regulations**”) and which may be available for sale to Tied-Pub Tenants in Scotland that have a Guest Beer Agreement in place. “Tied-Pub Tenants” , “Guest Beer Agreement” and “Pub-Operating Business” are as defined in the Regulations. SIBA does not guarantee that the Portal, or any content on it, will always be available or be uninterrupted. SIBA may suspend or withdraw or restrict the availability of all or any part of the Portal at any time for business and operational reasons. The Portal is directed to businesses residing in the United Kingdom only.
4. The information on the Portal is provided to assist Tied-Pub Tenants, Brand Owners and Pub-Operating Businesses to make informed choices regarding the Guest Beer Agreement in Scotland. While SIBA has taken reasonable steps to ensure the accuracy of information appearing on the Portal, SIBA cannot be held responsible for any other resulting action taken by the Portal Users in relation to the information on the Portal including any contractual agreements entered into by Portal Users.
5. **The Portal and the information appearing on it is not intended to be legal advice** which Portal Users should obtain independently. Portal Users should obtain professional, legal or specialist advice before taking, or refraining from, any action on the basis of the content on the Portal.
6. SIBA’s Privacy Notice which can found [here](#) applies to the Portal Users.

**Breweries, producers and owners of brands (“Brand Owners”)**

7. Only Brand Owners who have registered as Portal Users are eligible to submit information onto the Portal about the beer brands or brewing business. Brand Owners agree to provide proof of brand ownership to SIBA on request.

8. By submitting the information to the Portal, the Brand Owner agrees that all brands listed by them meet the production criteria detailed in Regulation 20 (2) of the Regulations. This specifies (inter alia) that no more than 5,000 hectolitres of the brand of beer was produced in the previous production year or where the brand of beer was not in production for a full production year the producer reasonably estimates that no more than 5,000 hectolitres will be produced in the current production year.
9. Brand Owners agree to provide proof of brand production in the previous Production Year to SIBA on request such as Beer Production Account records (which are required to be maintained under regulation 6 of the Revenue Traders (Accounts and records) Regulations 1992) or proof of reasonable estimates if the brand of beer has just come into production.
10. "Production Year" is defined in the Finance (No 2) Act 2023 which states that a Production Year is a period of 12 months beginning on 1 February. Brand Owners will be expected to reconfirm at the beginning of each Production Year that the beer brands on the Portal meet Regulation 20 (2) of the Regulations. Failure to update records will result in the Brand Owner's beer brands being removed from the Portal.
11. By submitting brand information to the Portal, Brand Owners agree:- (a) to make these beer brands available for potential purchase by Tied-Pub Tenants in Scotland that have a Guest Beer Agreement in place; (b) to ensure that all information they place on the Portal is accurate at all times; and (c) to inform SIBA of any changes immediately.
12. There is currently no charge to Brand Owners for the listing of their brand information on the Portal. In addition, a premium listing service is offered by SIBA which is free to SIBA members but which is charged on an annual fee determined by SIBA to non-members of SIBA. This premium listing allows Brand Owners to publish enhanced information on their brands alongside contact details for the brand owners.
13. If a Brand Owner does not :- (a) provide further information when requested, (b) update their listings at the beginning of a Production Year, (c) abide by these Terms and Conditions; or violates any provisions of these Terms SIBA may in its sole discretion to suspend or terminate their listing on the Portal immediately without notice.

### **Portal Users**

14. Portal Users must have a legitimate interest in entering into Guest Beer Agreements and in determining which beer brands meet the production criteria set out in Regulation 20 of the Regulations. These include Tied-Pub Tenants in Scotland who have or are intending to enter into a Guest Beer Agreement, Pub -

Operating Businesses operating in Scotland and their representatives, Brand Owners as well as the Scottish Pubs Code Adjudicator and its representatives.

15. SIBA will consider each registration and may (without limitation) may reject any registration which it believes fails to meet the criteria set out in 14 above. SIBA also reserves the right to require any Portal User to submit further information and to answer reasonable questions. Portal Users confirm that all information they provide to SIBA or to the Portal will be lawful, true, accurate and not misleading.
16. On successful registration, Portal Users will be provided with a username and password by SIBA. Portal Users should keep their username and password confidential and secure and (without limitation) must not share or disclose their password to any other Portal User or third party. SIBA reserves the right to deny Portal Users access to the Portal or any part of it without notice and to decline to provide access or services to or remove the content of any Portal User who is in breach of these Terms or who SIBA reasonably believes has provided incorrect information to it or to the Portal.
17. While SIBA takes reasonable steps seeks to maintain an accurate list, SIBA **provides a listing service only and publishes information provided by independent third parties**. SIBA necessarily relies on Portal Users to provide accurate information and is not responsible for such information or for the parties who have provided it (who are independent form SIBA). In particular, SIBA is not able to guarantee the accuracy of content or the, availability, delivery, quality or the price of any beer brands that are listed on the Portal. Portal Users should take steps to verify and check information on the Portal directly with any party with whom they wish to contract and should raise queries in relation to brands or products with Brand Owners directly.
18. Any Portal User wishing to raise any queries with SIBA should in the first instance contact [info@guestbeer.co.uk](mailto:info@guestbeer.co.uk)
19. The Portal facilitates information and does not offer beer brands for sale, provide pricing information nor recommend any particular breweries or brands and the listing of beer brands does not imply endorsement or warranty. Any sales that may take place are only through a direct contractual relationship between a Brand Owner and its customers and will be subject to terms agreed between the Brand Owner and the customer. SIBA is not party to and has no responsibility for such contracts.
20. SIBA is the owner or the licensee of all intellectual property rights in the Portal in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
21. SIBA considers any content uploaded, posted or provided to the Portal be non-confidential. Portal Users own their content, but grant to SIBA and to other Portal

Users a worldwide, royalty free licence to use, store and copy that content and to distribute and make it available to others.

22. Portal Users may link to the Portal, provided they do so in a way that is fair and legal and does not damage SIBA's reputation or take advantage of it.
23. Portal Users must not establish a link in such a way as to suggest any form of association, approval or endorsement on SIBA's part. SIBA reserves the right to withdraw linking permission without notice.
24. No data is shared with Portal Users of interactions on the Portal and no data is collected on Portal User's contacts with Brand Owners.
25. The Portal is provided only for the purposes set out in these Terms and Portal Users may not copy, distribute, transmit or reproduce, sell or resell material or extracts of material from the Portal.

### **Breach of these Terms and Conditions**

26. If SIBA considers that a breach of these Terms and Conditions has occurred, SIBA may at its discretion take such lawful action as is deemed appropriate. This may include immediate, temporary or permanent withdrawal of the right to submit information and access to the Portal.
27. SIBA reserves the right at any time without notice to alter the content of the Portal (including by removing or deleting content) and of these Terms and Conditions. Any changes to these Terms and Conditions shall however be posted on the Portal. A Portal User's continued use of the Portal following any such change shall signify agreement to the Terms and Conditions as amended. Every time a Portal Users uses the Portal they should check Terms that apply at that time.

### **SIBA's Liability**

28. SIBA does not exclude or limit in any way our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of SIBA's employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
29. The Portal is directed at **business users only and not consumers.**
30. SIBA excludes all implied conditions, warranties, representations or other terms that may apply to the Portal or any content on it.
31. SIBA will not be liable to Portal Users for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use the Portal ; or

- use of or reliance on any content displayed on the Portal.

32. In particular, SIBA will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.