

Specialty Services

Private Ordering

Program Guidelines

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Private Ordering

LCBO Private Ordering, Specialty Services was established to help consumers obtain products that are not sold through LCBO stores. Customers may obtain virtually any product produced anywhere in the world, provided they supply the LCBO with appropriate supplier information and order by the case. From this perspective, the selection of product available through the LCBO is virtually limitless.

All orders placed through the Private Ordering department are subject to all LCBO rules and regulations which may be amended from time to time at the discretion of the LCBO.

Customer Ordering

How to Obtain a Product & Price Quote

The LCBO will conduct a product availability search based on the detailed information provided by the Customer. The appropriate Supplier or Manufacturer's Representative will be contacted to determine the status of the product's availability and if available, what is the minimum order requirement and price. This process can take up to six weeks to complete.

Generally, the minimum order requirement is one (1) case, with no mixed selections. Some Suppliers impose a larger minimum order requirement for export orders. A case usually consists of 12 bottles/cans of the same product but can vary from one (1) to 24 bottles/cans.

To obtain a price quote for a particular product, a Customer must complete the LCBO's Contact Information and Order Forms, available through the LCBO web page link below. The completed forms may be submitted through the web page, mailed or faxed to the Private Ordering Department.

www.lcbo.com/programs_services/private_ordering/content_priv_ordering.shtml

Once Private Ordering has concluded the search for the product and has contacted the Supplier or its Representative, the Customer will be contacted with the details and information about the remaining steps required in placing an order. Private Ordering will only purchase from "Supplier". Supplier generally refers to the manufacturer or producer of a product. This includes the distiller, brewer, wine maker or anyone from whom the LCBO agrees to purchase liquor. The supplier must generally carry out a substantial part of the manufacturing process, and in all cases, must have full legal rights to sell the product.

The customer must submit a completed LCBO order form along with the requested deposit amount to the Private Ordering Department. A Laboratory Waiver may be required, please refer to Quality Assurance and Laboratory Testing.

Agency Ordering

Setting Up an Agency with the LCBO

"Agent" refers to the representative of the supplier/manufacturer, licensed by the Alcohol and Gaming Commission of Ontario (AGCO). An agent may work directly for a single supplier or may represent several simultaneously. The LCBO will only deal with agents directly appointed in writing by a supplier.

The following documentation is required to set up your new agency with the Private Ordering Department and the LCBO Accounts Payable/Accounts Receivable Department.

- Copy of the [AGCO](#) license and your contact information.
- An Appointment of Exclusive Agent on supplier's letterhead. Enclosed is an example of a letter or it can be found at <http://www.lcbotrade.com/pdf/appmnt.agent.jan.2005.pdf>.
- LCBO Electronic Banking Application completed by the supplier and by the agency. Enclosed is a copy of the form or it can be found at <http://www.lcbotrade.com/pdf/LCBO%20Banking%20Form.pdf>

Agency Ordering

Submitting an Order

The following documentation is required when submitting an Order. This information can be sent via, mail, fax, scanned and emailed to Orderrequests@lcbo.com or dropped off at the Private Ordering Department's Reception area. The following information is required:

- Supplier Quote
- Order Form
- LCBO Laboratory Waiver (where applicable)
- Deposit

Supplier Quote

A supplier quote is required for every order that is submitted, even if it is a re-order of the same product. The supplier quote must be dated within 3 months of the date the order is submitted and on supplier letterhead. This is to ensure that product is available and the most current pricing has been provided.

Please refer to the Order Form Requirements checklist to ensure that all required information is on the supplier's quote.

Private Order Form

This form must be fully completed and signed by the Customer or an authorized signing officer of the Customer (for example, the authorized signing officer of a Society or Club, or the head of a Diplomatic Institution or other person authorized to sign on its behalf).

The customer number, supplier number and brand numbers will be determined by the LCBO after the first order. Every order for the same customer, supplier or product thereafter must have these areas completed.

Enclosed is a copy of an order form and the terms. These orders can be sent via, mail, fax, scanned and emailed to Orderrequests@lcbo.com or dropped off at the Private Ordering Department's Reception area.

Deposit Requirements

The deposit requirement on all private orders is a minimum of 25% of the estimated retail value. For Private Label Orders, the minimum deposit requirement is 50% of the estimated retail value.

Retail value, is the total value of the case as it is purchased from the LCBO. To find the estimated retail value, click on the following link Pricing Form at <https://lcbosod.com/lcbosod-ear/SODLogon> and select Reference Material and Forms, search for Pricing and download the form/database.

The LCBO reserves the right to change these deposit requirements from time to time, and, in its discretion, to require a larger deposit amount from any Customer, who in the past, has failed to comply with the LCBO's Private Ordering Program requirements.

Quality Assurance and Laboratory Testing

To ensure that beverage alcohol products are free from contaminants and safe for consumption, all products ordered by the LCBO are subject to chemical analysis.

When an order is received at the Private Ordering Warehouse, if any of the ordered product(s) requires laboratory testing, a sample bottle will be sent to the LCBO Quality Assurance (QA) Laboratory. Mandatory testing applies to all products purchased for resale to the general public.

An order that fails to meet the product standards with respect to chemical content and product labeling will be either, as applicable, corrected, returned to the Supplier or destroyed under Canada Customs supervision. The Customer's deposit will be refunded and the Supplier is responsible for all costs associated with products that do not pass LCBO Quality Assurance testing.

The LCBO's requirements are outlined in the LCBO Product Packaging Standards/Guidelines for Chemical Analysis booklet available from:

LCBO Merchandising Division
43 Freeland Street
Toronto, Ontario
M5E 1L7

Or can be referenced online at www.lcbotrade.com

- Documents and Manuals: [Product and Packaging Standards/Guidelines for Chemical Analysis](#); or
- http://www.lcbotrade.com/pdf/Prod%20Pkging%20Stds_Guidelines%20Chemical%20Analysis.pdf; or
- http://www.lcbotrade.com/programs_qa.htm.

An example of the Certificate of Analysis that will be issued to the supplier can be found at:

<http://www.lcbotrade.com/pdf/Certificate%20of%20Analysis.pdf>

A LCBO Laboratory Waiver is available only for products ordered for private consumption that are not for resale to the public where the total number ordered per brand is less than 5 cases (subject to the LCBO's approval). This form has been enclosed as a separate attachment.

The fees for lab testing are deducted from the payment of the purchase order to the supplier unless otherwise specified. The fees are outlined in the [Product and Packaging Standards/Guidelines for Chemical Analysis](#).

Rush Fees for expedited analysis can be requested at a cost of 1.5 times the applicable fee.

Ordering Procedures

The LCBO Private Ordering Department will issue a purchase order to the Supplier, setting out the product name, size, price (using the price stated in the Supplier's quote confirmation letter), quantity ordered and number of bottles per case. Upon receipt of the product(s) described in the purchase order, the LCBO will NOT pay any additional amounts for packaging, crating or freight incurred by or for the Supplier. These costs are the responsibility of the Supplier.

Once the purchase order has been confirmed or finalized (see "Changes to Orders"), the ordered products will be shipped to the LCBO at its Private Ordering Warehouse.

Shipping Arrangements

The LCBO arranges the shipment of the order(s) from the Supplier through the use of freight forwarders. Where possible, orders are consolidated to keep the freight costs reasonable. Shipping units or cases **must not** exceed 23.9kg in total weight and must be compliant with the Terms and Conditions of Purchase issued with the LCBO Private Ordering purchase order.

Factors which may affect the arrival of an order include: the number of orders placed as a whole by the LCBO which can be consolidated in the country of origin, the Supplier's stock on hand status and the shipping schedule of the freight forwarder to ship the requested product. The LCBO will not be liable under any circumstances for any delays in shipment of an order.

The LCBO will ship via protected service for arrivals expected between November 15th and April 15th.

Where Customers would like to expedite their order(s), they can arrange with the Supplier for their own delivery and shipment with an air freight carrier. For the purposes of the order, this arrangement must be described, in writing, on the order form. The Supplier is responsible for all transportation related charges to Toronto and including arrival at destination Toronto YYZ such as Terminal, Handling and NAVCAN charges.

Delivery to the LCBO 43 Freeland St. Toronto and any Canadian duties and customs clearance charges will be handled by the LCBO.

Suppliers are required to provide the LCBO contracted Freight Forwarder with a completed Canada Customs Invoice at the time the Order is given to the Freight Forwarder.

Under NO circumstances is the inclusion of promotional material acceptable.

Changes to Purchase Orders

Upon receipt of a purchase order from the Private Ordering Department, the Supplier must confirm or decline the order. If the purchase order must be corrected, or if any product substitutions are required by the Customer, the LCBO will apply a service fee of \$25.00 plus GST.

A Customer who wishes to cancel an order must immediately send written notice (by way of Canada Post, fax, and/or email) to the Private Ordering Department. Upon receipt of a cancellation request, the Private Ordering Department will contact the Supplier. If the Supplier has not processed and shipped the order already, the LCBO will request that the purchase order be cancelled. The LCBO will charge the Customer a fee of \$25.00 plus GST for each purchase order cancelled.

However, if the order cannot be cancelled, the Customer will be responsible for purchasing it from the LCBO as if the cancellation request had not been made. Upon receipt of the order at the LCBO's Private Ordering Warehouse, the Private Ordering Department will contact the Customer and request final payment for the order. If the Customer refuses to accept the order, the order will be considered unclaimed (see, "Picking-Up Orders").

Where the Customer has paid a deposit to the LCBO with respect to a purchase order and the Supplier subsequently cancels the purchase order, the deposit will be refunded to the Customer.

Picking up Orders

Once the retail pricing has been calculated and the laboratory clearance has been given to the order, the Customer is able to retrieve the order. A pick up notice will be mailed to the Customer. Payment for the product must be made at the LCBO Private Ordering Department within thirty (30) days following notification of availability. A storage fee of \$5.00 per case per month, or part thereof, plus interest at the rate of 1.5% per month, will be charged to the order that is picked up after more than 30 days, but fewer than 61 days, following its notification of availability.

The agent may deliver the cases to the Customer, however if the agent is paying with the credit card number of the Customer, the Release Goods to Agent Form must be completed by the Customer. The form has been enclosed.

Agents are required to disclose the nature of the transaction between LCBO and the Customer, and the LCBO price for each product, in a form acceptable to the LCBO, including:

- Providing all Customers with a written invoice upon payment that clearly identifies the LCBO price for the product sold.
- Advising Customers that the Agent does not sell beverage alcohol but rather arranges for the Customer to purchase it from the LCBO and that prices set out on invoices include the LCBO sale price and fees charged by the Agent.

The LCBO may also issue a separate invoice to a Customer indicating the full retail value for products sold plus applicable taxes.

An order that has not been paid for and picked up within 60 days following its notification of availability will be deemed to be “unclaimed” and will be seized by the LCBO on the 61st day and will not be available to the Customer or Agent. The Customer’s deposit will be forfeited. The Customer will not be liable for storage fees with respect to unclaimed orders. Unclaimed orders may be sold by the LCBO (usually at a discounted price) through one or more of its Retail Outlets, returned to the Supplier, or otherwise disposed of.

The LCBO reserves the right to change these requirements and fees from time to time.

Return Policy

Customers may return product purchased from the LCBO Specialty Services Department to 33 Freeland St., Toronto, Ontario for a full refund, where applicable, and provided the product was purchased within the last 6 months from the date of the LCBO invoice and the customer possesses the original LCBO invoice for the purchase.

When a defective product is returned, the LCBO may at its sole discretion, forward the pertinent information to the LCBO’s Quality Assurance Department. If the problem is serious and widespread, the department may order a product recall across the province.

Consignment Programs

The LCBO Private Ordering Department has consignment programs that are available to qualified agents. For further information please contact the Private Ordering Department.

Trade Resources

For further information and contact resources please note the internet links below which may assist you.

www.lcbotrade.com

www.agco.on.ca

LCBO Quality Assurance - http://www.lcbotrade.com/programs_qa.htm

Enclosed Forms

Appointment Of Exclusive Agent
Electronic Banking Application
Order Form Requirements
Private Order Form and Terms
Laboratory Waiver Request
Standard Freight Rates
LCBO Exchange Rates
FCA Consolidation Points
Canada Customs Invoice
Release Goods To Agent Form

Contact Information

Address of the Main Office and Warehouse:

Liquor Control Board of Ontario
Specialty Services Private Ordering
33 Freeland Street
Toronto, Ontario
M5E 1L7

Hours of operation:

Monday to Friday
8:00 am to 4:00 pm

To contact us:

Customer Service
Phone: 416-864-6739 or
1-800-668-5144

Fax: 416-365-5934