



WILLIAM TURNER & SON

QUALITY & SERVICE SINCE 1969

CONDITIONS OF SALE

1: Definitions

In these terms and conditions certain words have particular meanings as set out below:

- "You"** means the club, company, individual, organization, institution or association who orders and/or receives Our Goods.
- "Us, We"** means WILLIAM TURNER & SON (STOCKPORT) LIMITED. Our company number is 01819061 and Our registered office is 78 Loughborough Road, Quorn, Loughborough, Leicestershire LE12 8DX.
- "Contract"** means the contract between Us and You for the sale and purchase of Our Goods in accordance with these terms.
- "Goods"** means the products We offer and may agree to supply to You in accordance with a Contract.
- "Materials"** means materials, designs, patterns, logos, badges, emblems, insignia, mottos, coats of arms and/or other motifs.
- "Rights"** means all intellectual property rights which includes copyright, design right, registered design, patents, trade marks and trade names and rights in goodwill and reputations.
- "Specials"** means any Goods designed, manufactured or modified to meet Your specifications which may include new colourways or patterns or incorporating Your Materials.

2: Applicability

- 2.1 These terms apply to all orders placed with Us and form the basis of the Contract between Us and You. No other terms apply, whether You try to impose them or which may be ordinarily implied by trade, custom, practice or any previous dealings between You and Us.
- 2.2 Any variations to these terms can only be agreed in writing and must be signed by one of Our directors.
- 2.3 Our quotations do not constitute offers. Our quotations are only valid for 30 days from the date of issue.
- 2.4 Your order constitutes an offer to purchase the Goods in accordance with these terms. You are responsible for ensuring that the terms of the order are and any applicable specification submitted by You (for Specials) is complete and accurate. You must ensure that the person placing the order with Us is fully authorised to do so.
- 2.5 Orders are only accepted when We confirm the order by sending an Order Confirmation at which point the Contract is formed. In the Order Confirmation We will set out any deposit that is required from You.
- 2.6 The Contract constitutes the entire agreement between You and Us. You acknowledge that You have not relied on any statement, promise or representation made or given by or on Our behalf which is not set out in the Contract.

3: Our Obligations

- 3.1 Upon the creation of the Contract and subject to the payment of any deposit (as set out in the Order Confirmation), We will make the Goods available for delivery to You within a reasonable time. We will not begin the work required under the Contract until the deposit is paid in full.
- 3.2 We aim to comply with any delivery dates indicated, but You acknowledge that all dates are non-binding estimates only (even if agreed). Time for delivery shall not be made "of the essence" by notice. If We are unable to meet any delivery date, We will give You as much notice as possible.
- 3.3 Any samples, drawings, descriptive matter, or advertising and any descriptions or illustrations contained in Our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They therefore do not form part of the Contract or have any contractual force.
- 3.4 We may amend the specification or make-up of the Goods without notifying You, provided that the varied specification shall be of no less quality than the original specification. We may also amend the specification or make-up of the Goods if required by any applicable statutory or regulatory requirements.

4: Specials

- 4.1 We will use reasonable endeavours to create a draft design for the product and submit this to You for approval. When creating the draft design for the product We will give due consideration to Your requirements and aims, and any samples and colourways You provide to Us.
- 4.2 If You confirm Your approval of the draft design, this is Our authorisation to manufacture and supply the Specials to that draft design and We will provide You with an Order Confirmation. We will not begin manufacturing the Specials without Your written approval of the draft design.

- 4.3 Whilst We will always endeavour to match colours, You acknowledge that We may not always be able to match any colour exactly.
- 4.4 You also acknowledge that it is not always possible to exactly replicate any computer generated draft design, especially in an embroidered product.
- 4.5 We will not produce a design that We consider to be unlawful or pornographic, blasphemous or which promotes hatred towards persons belonging to any ethnic group, religion or sexual orientation or which infringes another's Rights or is contrary to English law.

5: Price

- 5.1 The amount of any required deposit will be set out in the Order Confirmation.
- 5.2 The prices at which Goods are sold will be set out in the Order Confirmation or, if not set out in the Order Confirmation, are the respective prices listed in Our price list in force at the date of acceptance of Your order.
- 5.3 Any additional charges, such as for delivery, will be set out in our quotation and/or the Order Confirmation.
- 5.4 We may, by giving notice to You at any time before delivery, increase the price of the Goods and any additional charges to reflect any increase in the cost of the Goods that is due to:
 - 5.4.1 any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in materials and other manufacturing costs);
 - 5.4.2 any request by You to change the delivery date(s), quantities or types of Goods ordered; or
 - 5.4.3 any cost or delay caused by any of Your instructions or Your failure to give Us adequate or accurate information or instructions.
- 5.5 The price of the Goods and any additional charges shown on the Order Confirmation will include VAT. Our invoice will be a valid VAT invoice and You will also pay the VAT chargeable on the supply of the Goods.

6: Terms of Payment

- 6.1 You will pay the deposit and Our charges as set out in the Contract. Deposits are due upon delivery of the Order Confirmation.
- 6.2 Invoices are to be paid in full within 30 days of the date of the invoice. Invoices will normally be raised when the Goods are delivered or are ready for collection.
- 6.3 If You do not pay the full amount of any invoice when it falls due, the outstanding balance shall carry interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.4 If You do not pay the full amount of any invoice within 56 days of the date of the invoice We may suspend the performance of any or all other Contracts with You and/or any further deliveries to You until full payment is made. If We decide to suspend further deliveries, We will store any Goods and will charge You for the additional costs We incur handling and storing the Goods.
- 6.5 If You have a trade account with Us and pay Your invoices in full (excluding post dated invoices) We will be happy to give you future discounts as follows:
 - 6.5.1 If You pay an invoice within 7 days, We will give You a discount of five per cent of the invoice value; or
 - 6.5.1 If You pay an invoice within 28 days We will give You a discount of two and one half per cent of the invoice value.
- 6.6 If You do not have a trade account with Us or if You have a trade account that has reached its credit limit, We may conduct a credit check on You with a third party rating agency and depending on the results of that credit check require a larger deposit or payment of an outstanding part of Your trade account.

7: Delivery Of The Goods

- 7.1 Unless otherwise agreed in the Contract We will deliver the Goods to You at the address stated as the delivery address in the Order Confirmation. A delivery note will accompany the delivery.
- 7.2 If You do not accept delivery of any Goods, or We are unable to deliver the Goods (which is not Our fault) We will store the Goods until You collect them and We will charge You for the additional costs We incur handling and storing the Goods.
- 7.3 We may deliver the Goods by installments, and may invoice the installments separately. Each installment shall constitute a separate Contract. Any delay in delivery or defect in an installment shall not entitle You to cancel any other installment.
- 7.4 As delivery dates are estimates, We will have no liability for any loss or damage caused by delivery being made after any date, which includes any consequential loss or damage arising from that delay. Our liability for non-delivery shall be limited to either replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate together with repaying any element of the deposit relating to the non-delivered Goods.
- 7.5 Once the Goods are delivered to You, the Goods become Your responsibility and You are responsible for all risks to them.
- 7.6 You are not able to reject the Goods if We deliver up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice.

8: Quality and Procedure on Delivery and Defects

- 8.1 The Goods manufactured by Us have the benefit of a 12 month warranty that on delivery, and for a period of 12 months from the date of delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979. Where We are not the manufacturer of the Goods, We will, if at all possible, transfer to You the benefit of any warranty or guarantee given to Us.
- 8.2 We take care to ensure that the Goods will meet any specification agreed for them. On rare occasions there can be damage to or defects in the Goods and where this happens We want to deal quickly with it. You are advised to check the Goods upon receipt and You must tell Us within 7 days of receiving the Goods about any damage to or defects in the Goods or any shortfall in the delivered quantities. Where the defect was not apparent on inspection You must tell Us within 7 days of noticing the defect. To help Us investigate please tell Us in writing and give Us; details of the Goods concerned and the damage /defect concerned, the delivery date and Our Order Number (shown on the Order Confirmation). If We require further information whilst we investigate We will ask You for this.
- 8.3 After telling Us about any damage or defect You must keep the Goods concerned carefully stored to prevent any further damage to the Goods. You should not use the Goods, try to repair or otherwise modify them until We have inspected them and confirmed that the Goods may be used. We may visit You to inspect the Goods or require that You return the Goods to Us for inspection.
- 8.4 Where We agree that the Goods are damaged, are defective or have been not fully delivered, We will either; repair the damaged Goods, replace the damaged or defective Goods, deliver any shortfall in the delivered quantity or provide You with a refund or credit note in respect of the damaged, defective or non-delivered Goods. We have no other liability in respect of any damaged, defective or short delivered Goods.
- 8.5 We will not repair or replace or provide a refund or a credit note for the damaged or defective Goods in the following cases:
- 8.5.1 You or a third party use or try to repair or modify the damaged or defective Goods;
 - 8.5.2 the damage or defect arose because You or a third party mistreated the Goods or failed to follow Our instructions in respect of the Goods;
 - 8.5.3 the defect arose as a result of Us following any specification or using any Materials supplied by You; or
 - 8.5.4 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 8.6 These terms contain all of the warranties and conditions. Any other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7 In view of clauses 4.3 and 4.4, slight variations in colours, logo orientation and position and/or embroidery are not to be considered defects.
- 8.8 Where You or a third party intend to modify the Goods, such as by adding print or embroidery, You must check the Goods for defects and damage first as We will not provide a warranty for processed Goods as We cannot inspect and approve the process to be applied and asses how that process may impact on the Goods concerned.

9: Limitation of liability

- 9.1 Our entire financial liability to You (including any liability for the acts or omissions of Our employees, agents, consultants and subcontractors) shall be limited to the price paid for the Goods, whether the liability relates to; any breach of the Contract, any use made or resale of the Goods or any product incorporating any of the Goods, any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2 Nothing in these terms and conditions limits or excludes Our liability for death or personal injury resulting from negligence, for any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation, or for any matter which it would be illegal for Us to attempt to exclude its liability.

10: Access

- 10.1 You agree to allow unimpeded access to Your property at all times for Our employees and vehicles, Our sub-contractors and carriers for the purposes of delivering Goods to You or investigating any matter relating to the Goods. Whilst Our employees, sub-contractors or carriers are on Your premises, they shall not be liable for any loss, injury or damage caused whether negligently or otherwise to any property or any consequential loss or damage arising as a result if that loss, injury or damage is covered by Your insurance.

11: Title, Risk and Ownership

- 11.1 You will not own the Goods until all sums due in respect of them have been paid in full in cleared funds. We will be able to take action to recover payment for the Goods, notwithstanding that You do not own them.
- 11.2 Whilst You possess the Goods prior to paying for them, You must store the Goods in a clean, dry place, ensure they are readily identifiable as Our property, not remove any marks or logos attached to their packaging, keep the Goods insured and follow any instructions We give You in respect of the Goods. You may, however, resell the Goods in the ordinary course of Your activities.
- 11.3 If You resell the Goods before You have paid Us in full for them, the proceeds of that sale and any debt due in respect of that sale shall belong to Us. When You receive payment from Your customer, You will pay this money into a separate account in Our name. You will on Our request transfer to Us all rights You may have against Your customer to recover payment.

- 11.4 We will be entitled to recover all Goods that You have not paid for within 56 days of the date of the invoice, or if You become insolvent, unable to pay your debts or grant any interest in the Goods. You grant to Us, Our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where We can recover them, to recover them. Where We are unable to determine whether any Goods are the goods which We can recover, You shall be deemed to have sold all goods of the kind sold by Us to You in the order in which they were invoiced.
- 11.5 If You have altered the Goods before owning them, the Goods so altered shall belong to Us until ownership of the Goods passes to You.
- 11.6 If the Goods have been mixed with the property of a third party, the resulting product shall be Our property and the property of the third party in the proportion by value in which the Goods and the products of the third party have been mixed until ownership of the Goods passes to You.

12: Intellectual property rights

- 12.1 Where You provide Us with Materials to be reproduced when manufacturing or supplying the Goods, You warrant that all Rights in the Materials are owned by or licensed to You and that by supplying the Goods incorporating the Materials, We will not infringe the Rights of any third party.
- 12.2 You grant Us a non-exclusive licence of such Rights for the purpose of manufacturing and supplying the Goods in accordance with the Contract.
- 12.3 You indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Rights of a third party.
- 12.4 You will not own any Rights in the Goods (other than retaining Your rights in the Materials), and once You have paid in full for the Goods We grant a license to all such Rights to You free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable You to make reasonable use of the Goods.

13: Cancellation

- 13.1 You may cancel a Contract for Goods within 14 days of your order and before We deliver them, with Our agreement. Upon cancellation You will pay reasonable cancellation charges to cover expenses already incurred, which will include materials ordered which cannot be reasonably reused and account for commitments and administrative time which cannot be redeployed and for loss of profit on the Contract.
- 13.2 You may cancel a Contract for Specials within 14 days of your order with Our agreement. Upon cancellation You will pay reasonable cancellation charges to cover expenses already incurred, which will include materials ordered which cannot be reasonably reused and account for commitments and administrative time which cannot be redeployed and for loss of profit on the Contract. In the case of Specials, due to the particular nature of the Goods they are likely to have little resale value and as such the cancellation charges are likely to be higher and, depending on when the Contract is cancelled, could amount to the full value of the Contract.

14: Change in Your Circumstances

- 14.1 If at any time:
- 14.1.1 If You are a limited company, Your officers or shareholders change, You go into liquidation or have an administration Order made against You, You become unable to pay Your debts as and when they fall due or have execution levied on any of Your property or You have a receiver or administrative receiver appointed in respect of Your undertaking or any of Your assets; or
- 14.1.2 If You are not a limited company, a bankruptcy notice or petition is issued or Order is made against You or You are otherwise deemed insolvent or enter into an individual voluntary arrangement then,
- any concession as to credit which We may have allowed You in respect of Goods will cease immediately, and the outstanding balance of the price of Goods invoiced and/or delivered by Us to you prior to the date of the relevant event shall immediately become due and payable from You to Us and Our rights in clauses 5, 6 & 11 shall apply in relation to Goods if appropriate.

15: General

- 15.1 No party shall have any liability if it is prevented from, or delayed in performing, its obligations by events beyond its reasonable control.
- 15.2 A waiver of any right is only effective if it is in writing and it applies only to the circumstances for which it is given. The rights arising under the Contract are cumulative.
- 15.3 If any provision (or part of) of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.4 If a provision of the Contract (or part of) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 15.5 These terms and conditions shall be governed by English law and subject to the jurisdiction of the English Courts.