

Stongate Group Terms and Conditions of Supply

1. Interpretation

- The Terms set out below should be read in conjunction with the Company's price lists and shall be deemed to be part thereof. These Terms supersede all previous Terms. By placing an order, the Customer accepts that the Terms apply to the Contract.
- "The Company" shall mean the landlord under the Occupation Agreement or their nominated supplier.
- "The Customer" means any individual, firm, company or other party with whom the Company contracts.
- "Contract" means any contract for the sale and purchase of the Goods made between the Company and the Customer, being any written quotation of the Company which is accepted by the Customer, or any written or verbal order of the Customer which is accepted by the Company.
- "Goods" means the Goods which shall be the subject of the Contract.
- "Suppliers" means the persons who supply Goods to the Company.
- Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Basis of the Sale

- The Contract for the sale of Goods between the Company and the Customer shall incorporate and be subject to these Terms to the exclusion of any terms which the Customer may purport to impose, and to the exclusion of any course of dealing established between the Company and the Customer.
- No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Company and the Customer. The signing, by any Company representative, of any of the Customer's documentation shall not affect or modify these Terms.
- Any quotation given by the Company is an invitation to the Customer to make an order only within 30 days of the quotation date and no order of the Customer placed with the Company in pursuance of a quotation or otherwise shall be binding on the Company unless and until it is accepted over the telephone or by electronic communication by an authorised representative of the Company and/or confirmed in writing by the Company. The Company shall be entitled to treat any order placed by a person purporting to represent the Customer as binding the Customer.
- The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- Any advice or recommendation given by the Company or its Suppliers or its employees or agents to the Customer or its employees or agents as to the storage or dispensing of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company. All descriptions and illustrations contained in the Company's advertisements and other sales literature are intended merely to present a general impression of the Goods described in them and nothing contained in them shall form part of the Contract.
- The Customer acknowledges that there are exclusion clauses and indemnities in these Terms. The price of the Goods has been calculated on the basis that the liability of the Company has been effectively limited or excluded as appears in these Terms. THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO PARAGRAPHS 2(d),(e),(f), 3(d); 8(d); 10: 13.

3. Orders and Delivery

- All orders of Goods shall be subject to Government or other regulations that may be introduced from time to time, except where special arrangements have been made.
- Deliveries of Goods to the Customer shall be in accordance with the Company's or its Supplier's or distributor's delivery schedule. The Company shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver Goods by any particular date, or arising as a result of any cause beyond the Company's control. Time for delivery shall not be of the essence unless otherwise agreed by the Company in writing.
- Where the Customer is unavailable to place & receive their order on the agreed day, or failure to pay by the due date, or the customer requires a delivery to be on a different day to the agreed day, or the Customer refuses to accept delivery of Goods, for whatsoever reason, the Company reserves the right in addition to any other claim it may have, to charge the Customer an additional fee to cover its costs as well as the cost of carriage of the delivery, both to and from the premises of the Customer in addition to the administration charges involved.
- Delivery of the Goods shall be made by the Company or its nominated distributor or Suppliers or agents delivering the Goods to the main trading address of the Customer or, if the Company so agrees, the place nominated by an authorised representative of the Customer as being the place for delivery. The Company may deliver by instalments.
- If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, or its distributors may:
 - store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - sell the Goods at the best price readily obtainable (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the contract
- All order of Goods are accepted by the Company on the basis of the Goods being acquired for sale to consumers for consumption on the Customer's retail premises or for off-sales from such premises to consumers, or for sale to consumers for consumption at a permitted temporary activity.
- The Company may deliver the Goods by instalments in any sequence and issue a separate invoice in respect of each instalment. Where the Goods are delivered by instalments, the Contract will become severable and each instalment will be deemed to be the subject of a separate Contract. No default or failure by the Company in respect of one or more instalments will entitle the Customer to treat the Contract as repudiated or to damages.
- Delivery of the Goods will be deemed to occur on signature of a proof of delivery (such signature to be conclusive evidence of such delivery) except where it is agreed between the Company and the Customer that delivery is to be made to a secure area without the presence of the Customer. Electronic signatures are as valid as the other forms of signature.
- It is the Customer's responsibility to ensure there is a risk assessment in place for the transfer of Goods from the point of delivery into the premises.

4. Storage, Handling, and Resale of Goods

- The Customer shall take all reasonable steps, and shall use its best endeavours to procure that its own customers take all reasonable steps, to preserve their quality of the Goods from the time of delivery until dispensed to the ultimate consumer including (without limitation) -
 - storing the Goods in clean, sound and dry premises, out of direct sunlight and within appropriate temperatures and other ambient conditions for the particular Goods concerned;
 - implementing proper stock rotation procedures to ensure that the Goods with the earlier "Best Before" date are delivered and used first. Goods comprising bottled and canned products are delivered to Customers by or for the Company at least ten weeks ahead of the "Best Before" date;
 - avoiding the stock-piling of perishable Goods;
 - minimising (so far as is possible) the time elapsing between delivery and onward sale of perishable Goods; and
 - observing (where appropriate) any guidelines issued from time to time by or for the Company concerning the temperature of, and method of dispensing to the ultimate consumer of, any particular brand or type of Goods.
- The Customer shall allow the Company reasonable access to its own premises and facilities where the goods are stored and handled (and shall, upon request, provide the Company with reasonable details of its own customers and procure that they allow the Company reasonable access to their own premises and facilities where the Goods are stored and handled) and to take samples, so as to permit the Company to verify observance of the quality requirements set out in (a) above. If, in the opinion of the Company, there is a breach of the requirements of (a) above or of this subparagraph, then the Company reserves the right, in its absolute discretion, to withhold further supplies from the Customer until the breach is remedied to its satisfaction. The Customer shall co-operate fully with the Company in the event of a recall of the Goods at any time.
- The Customer shall ensure, and shall procure that its own customers, ensure, that the Goods remain in the original containers in which they are supplied until sold or dispensed to the ultimate consumer (this does not apply to tank beers) and that any markings (including any trade marks), number or references indicated on the containers are not covered, defaced, altered or erased. The Customer shall provide such co-operation and assistance as the Company may reasonably require in order to comply with applicable legal requirements relating to the Goods or any part of them.
- The Customer shall not, and shall procure that its own customers shall not, without the written consent of the Company use any of the names, designs, or logos applied by the Company to any of the Goods, except for the purpose of identifying and promoting Goods supplied by the Company. The names designs and logos (including any intellectual property rights in them) shall be as between the Company and the Customer be the property of the Company.
- The Customer shall not, and shall procure that its own customers shall not, without the written consent of the Company, sell, dispose of or describe the Goods under or by reference to any other name or description instead of the name or description applied to the Goods by the Company.

5. Prices

- The prices charged for Goods will be those ruling on the date of delivery.
- Prices shall be subject to alteration at any time without notice upon any changes of rate of duty, currency exchanges, increased costs or amended prices from its Suppliers and, in the event of any change, orders received but unexecuted at the date of such change will only be executed at the revised prices, applicable at the time of delivery.
- All prices quoted are exclusive of Value Added Tax, unless otherwise stated.
- Value Added Tax will be charged at the rate ruling at the date of delivery.
- The prices of Goods shall be inclusive of carriage to UK mainland premises, excluding Northern Ireland, Scottish Islands, Isle of Man, Channel Islands, and Isles of Scilly.

6. Payment

- Payment in full without set off (whether legal or equitable), deduction or counterclaim, by the Customer for all invoices shall be required as indicated on all statements, and by Direct Debit, or as advised by the Company from time to time.
- Failure to pay by the due date shall entitle the Company to suspend delivery of any unexecuted orders. The time of payment of the price of the Goods shall be of the essence of the Contract.
- The Company reserves the right at any time to require the Customer to discontinue to demand immediate payment of any account whether due or not and to take any legal action to recover the debt and costs.
- If payment shall not be made in accordance with Paragraph 6 (a) above, the Company reserves the right to charge interest on overdue balances at the rate of 6% above the base lending rate of (Barclays Bank) accruing from day to day for the period from such date until the date of payment including any period after the date of any judgement against the Customer and the Customer shall fully indemnify the Company against all costs, expenses and losses incurred by the Company as a consequence of such failure or delay in payment.
- Payment by cheque is not acceptable.
- In the event of any cheques or Direct Debits due by a Customer to the Company being dishonoured, a charge of £15.00 (or such other sum as the Company may from time to time advise the Customer) will be made on the Customer's account to cover bank and administration costs.
- In the event payments are not made by Direct Debit, the Company reserves the right to charge an administration fee.
- The Company reserves the right in its absolute discretion to refuse to grant and to alter or withdraw credit.

7. Returns

- The Company will not accept the return of Goods unless there has been a production fault or unless the Goods are damaged, leaking or broken prior to or during delivery, and then only as specified in 7(b), (c) and (d) below and provided the Customer has complied with 10 below.
- Where the Company (in its absolute discretion) agrees that the quality of the Goods is not acceptable, the Goods so returned must be accompanied by appropriate documentation signed by the Customer and a duly authorised employee of the Company. In the case of cask and container (bright) beers a duly signed uplift note is appropriate and the Customer will, by signing this document, be deemed to have made the following declaration: "Reference the container(s) and contents shown overleaf and purchased from you I hereby declare that no substances, other than fillings used for clarification, were added while in my possession and that no part consists of waste beer or bottoms other than those forming naturally".
- Credit may be given by the Company for bottled and canned Goods which in certain circumstances and at the sole discretion of the Company (which shall be binding on the Customer) are returned before expiration of the "Best Before" date.
- In the case of draught Goods, credit may be given at the sole discretion of the Company be given as follows:
 - cask conditioned beers, where the request for return is made either less than one month after the label date shown on the container, or where a "Best Before" date is shown, before the expiry of that date;
 - container (bright) beers, where the request for return is made either less than two months after the label date shown on the container, or where a "Best Before" date is shown, before the expiry of that date; and
 - tank beers, where the request for return is made less than fourteen days after delivery date shown on the delivery note, or electronic proof of delivery
- All returnable containers and packaging (including bottles, casks, kegs, cylinders, pallets, crates and cases) shall remain as against the Customer the Company's property. The Customer shall treat them with all reasonable care and shall procure that its own customers do likewise, and shall ensure that all such items are in due course returned promptly to the Company undamaged. Further, the Customer shall put in place and maintain adequate controls so as to be able to identify at any particular time with a reasonable degree of certainty the number of such items then in the possession or control of each of its own customers and shall, upon request, demonstrate the existence and operation of such controls to the Company's satisfaction. A deposit shall be charged by the Company on crates and returnable bottles so delivered, which will be credited to the Customer's account by the Company on prompt return in good condition.
- The Company reserves the right to charge the Customer for the full current cost of replacing any returnable container or packaging which is not returned to the Company or its distributor in accordance with its requirements. In cases of persistent failure to return containers or packaging, or in cases of persistent damage to such items, the Company in addition reserves the right, in its absolute discretion, to withhold any further supplies from the Customer.
- All claims by the Customer in respect of defective Goods must be notified to the Company as provided in clause 10.

8. Equipment

- All beer raising and dispense equipment supplied by the Suppliers ("the Suppliers") to the Customer ("the Customer") shall remain the property of the Supplier of the Goods to which the equipment relates but shall be at the Customer's risk while on the Customer's premises and under its custody or control, and the Customer shall insure it in accordance with paragraph 11 and the Customer shall act as bailee of the Equipment and shall not sell, assign, pledge, charge, underlet or in any way part with possession of the Equipment. The Customer grants to the Company and the Suppliers an irrevocable right of access to the Customer's premises at reasonable times and intervals and after giving reasonable notice for the purpose of inspecting or removing the Equipment.
- The Customer shall be responsible for all loss and theft of and damage to the Equipment on a full indemnity basis. Where the Equipment is lost, damaged or stolen, the Company shall be entitled to charge the Customer the cost of replacement.
- The Equipment shall be used only with the Goods of the Supplier to which the Equipment relates, all in accordance with the then current Supplier instructions and by statute and regulation and strictly as installed by the Suppliers' representatives. CO2/mixed gas safety regulations, as listed on colour information cards provided by the Suppliers, shall be adhered to at all times and the Customer shall ensure that the regulations are brought to the attention of the Customer's staff and that such staff are properly instructed in the use of CO2/mixed gas and of pressurised equipment and shall indemnify the Company and the Suppliers against any loss suffered by the Company or the Suppliers and any action, claim, demand or proceedings against the Company or the Suppliers arising from any failure to do so.
- In no circumstances shall the Customer remove the Equipment from an establishment to which it has been supplied or move it to another part of the establishment except with the approval of and under the control of the Company and its Suppliers. The Customer shall not permit or suffer any third party to remove, repair or modify the Equipment in any way, except with the express authority of the Company and its Suppliers. The Customer shall co-operate with the reasonable requirements of the Suppliers to monitor the whereabouts of the Equipment and to recover the same. The Customer will allow the Company, its Suppliers or its Suppliers' representatives access for maintenance of the Equipment at all reasonable times. The Customer shall ensure that any Equipment supplied to or under the charge of the Customer is maintained in good repair and condition and is returned to the Supplier when no longer used by the Customer with the Supplier's products in the condition in which it was supplied. The Equipment supplied by each of the Suppliers may not be compatible with equipment of other product Suppliers and must not be interchanged with any such equipment. The Company and the Suppliers shall have no liability whatsoever for loss, damage, nor (except in the case of their negligence) death or injury arising directly or indirectly out of any interchange or attempted interchange of the Equipment with equipment of other product Suppliers and the Customer will indemnify the Company and its Suppliers against any loss suffered by the Company or the Suppliers and any action, claim, demand or proceedings against the Company or its Suppliers arising out of an interchange or attempted interchange of the Equipment with equipment of other product Suppliers.
- The Customer will, on demand, pay to the relevant Supplier the cost to the Supplier of replacing lost Equipment supplied by that Supplier and the repair of any damage to the Equipment while the Equipment is in the Customer's custody.
- Such cost will be certified by the Supplier and any such certificate will be final and binding on the Customer. Under no circumstances shall the Customer supply any pressure dispense equipment to third parties whether by way of loan, hire, sale or otherwise. The Customer shall ensure that beer lines are cleaned in accordance with the relevant Supplier's policy and use only those cleaning agents recommended by the Supplier or its agents.
- There is no obligation on the Company the Suppliers to provide the Equipment and the Company or the Supplier are entitled to remove the same on reasonable notice.

9. Risk and Retention of Title

- Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods. The Company shall not be liable for any loss of any kind to the Customer arising from any damage to the Goods occurring after risk has passed to the Customer nor shall any liability of the Customer to the Company be reduced or extinguished by reason of such loss.
- Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in and legal title to the Goods shall not pass to the Customer until the Company has received in cash a cleared funds payment in full of all amounts then due and owing from the Customer to the Company (including any interest payable), whether or not under the Contract.
- Until such time as the property in the Goods passes to the Customer the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured (in an amount which is not less than the price payable by the Company therefor) and identified as the Company's property. Until that time and subject to Term 9(d), the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds which shall be held in trust for the Company and shall to the fullest and practicable extent keep all such proceeds separate from any monies or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured as aforesaid. The Customer's power of sale referred to in this Condition shall automatically cease upon the occurrence of any of the events referred to in Term 14(a).
- Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter (forcibly if necessary, and with or without vehicles) upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so or purports to do so, all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- The rights and remedies conferred by this Condition are in addition to and shall not in any way prejudice, limit or restrict any other rights of the Company and in particular (but without limitation) the right of the Company to maintain an action for the price of the Goods notwithstanding that property in the Goods has not passed.
- Risk in all Goods to be returned, goods which are determined to be unsuitable for dispensing or consumption, and empty containers, empty crates and/or empty bottles ("Collectables") shall pass to the Company at the completion of on-loading of all such Collectables into vehicles and signature by the customer of a proof of delivery or other written confirmation of collection.
- In the case of Goods delivered to Scotland, references in paragraph 9(c) to "bailee" shall be deemed to be "trustee".

10. Claims

Upon delivery all Goods should be examined, signed for with a clear signature of receipt so that reference may be made to that person at a late date, if necessary, and any loss or damages entered upon the delivery note or electronic proof of delivery and the carriers notified in writing on the same day. Claims cannot be entertained once Goods have been signed for (unless the defect was not apparent until sampling). In respect of the non-delivery of Goods for which an invoice has been raised, any claim must be made in writing to the Company within five days of the date of the invoice. Any claim in respect of incorrect pricing must be made in writing to the Company within fourteen days of the date of the invoice. The Company shall determine whether or not a claim by the Customer is valid and (including electronic signatures) in its absolute discretion shall give credit to the Customer or replace the Goods in question. The Company shall be entitled to treat any signature obtained in good faith as binding the Customer.

11. Insurance

The Customer shall agree to cover by insurance against such risks specified by the Company any property belonging to the Company, including beer dispensing and cooling equipment and returnable packages which are situated at the Customer's premises or place of sale, for its full replacement cost.

12. Bar Codes and Article Numbering

The Goods supplied by the Company may be (at the Company or its Suppliers' discretion) printed with Bar Codes, in accordance with the rules of the Article Numbering Association or its successor or such other organisation performing a similar function from time to time. The Company and its Suppliers will endeavour to observe those rules where applicable, but in the event of omission or error in such Bar Codes, the Company and its Suppliers accept no liability for any ensuing loss, damages or expense incurred by the Customer.

13. Liability

- Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs expenses other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Terms.
- The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any causes beyond the Company's reasonable control or due to the Customer's fault. Without prejudice to the generality of the foregoing, strikes, lock-outs or other industrial actions or trade disputes (whether involving the employees of the Company, the Suppliers or of a third party) shall be regarded as caused beyond the Company's reasonable control.
- The Company's liability in the event of a valid claim relating to the Goods shall be limited (at the Company's option) to the replacement of the Goods or a refund of the price of the relevant Goods. The Company shall have no further or other liability to the Customer.

14. Insolvency of Customer

- This clause applies if:
 - the Customer becomes unable to pay its debts as they fall due proposes any voluntary arrangement or scheme of arrangement or enters into compromise or other arrangement with its creditors; or
 - an encumbrancer takes possession, or a receiver or manager is appointed of any of the property or assets of the Customer; or
 - being an individual or firm the Customer becomes subject to a Bankruptcy petition or becomes bankrupt; or
 - being a Company the Customer becomes subject to a winding-up petition or goes into liquidation or becomes subject to a petition for an administration order or upon the making of an administration order; or
 - the Customer ceases, or threatens to cease, to carry on business; or
 - the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. Disclosure

The Company is a controller of personal data. The Company will use that data in accordance with the Privacy Statement published on its website. The Company will share personal data with the Suppliers and distributors to the extent necessary to fulfill the orders for Goods. The Company may at any time, subject to the provisions of the Consumer Credit Act 1974, seek an opinion of the status of any account to be opened or in existence from any credit reference agency, bank or Supplier as may be necessary in the normal course of business.

16. Notices

Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office of principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17. Waiver

No waiver by the Company of any breach of the Contract by the Customer shall be construed as a waiver of any subsequent breach of the same or any other provision. No delay by the Company in exercising its rights or remedies under the Contract shall prevent or restrict the exercise of such rights or remedies at any time.

18. Severability

If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected thereby.

19. Proper Law

The Contract shall be governed by and be construed in accordance with the laws of England and Wales, and the Customer submits to the non-exclusive jurisdiction of the English and Welsh Courts.

20. General

- The Customer shall not be entitled to assign its rights or transfer any of its rights or obligations under the Contract in whole or in part, without the prior written consent of the Company.
- The expiration or termination of the Contract, howsoever arising, shall be without prejudice to any provisions of the Contract (including these Conditions) which are to have effect after the date of such expiration or termination.
- All copyright, patent, trade secret and other proprietary and intellectual property rights in the Goods, and information which the Company may provide in relation to the Goods shall (as between the parties) remain vested in the Company (or the Supplier or manufacturer of the Goods, if applicable) and the Customer shall not acquire any intellectual property rights or licence relating to the Goods and may not copy or imitate the Goods, or do, or omit to do, or permit any third party to do, or omit to do, anything that may damage such intellectual property rights.
- The Customer grants to the Company and its Suppliers an irrevocable licence to have access at all reasonable times to its premises for the purposes of (i) removing any signage or material from the premises which displays trade marks relating to Goods which are no longer being sold in such premises or if such signage or material is obsolete, or in the event of termination or expiry of this agreement or breach of this Term 20 and (ii) undertaking compliance inspections.
- References in Terms 4, 7, 8, 10, 11(a) and 20(c) to the Company shall be deemed also to refer to the Suppliers. The Customer shall be deemed to have agreed with the Suppliers as provided in such Terms and for this purpose the Company is acting as agent of the Suppliers. Each Supplier will be entitled to enforce this agreement directly.
- Customers are advised that, for training and customer service purposes, telephone calls may be subject to monitoring/recording.
- All exclusions of liability contained in these Terms shall be given effect to the fullest extent permitted by law.
- The Company may, from time to time, supply point of sale materials, promotional items and related goods and services to the Customer and the price of these shall (unless otherwise stated by the Company) be included in the price payable for the Goods.

21. Amendment to Terms

The Company reserves the right to alter or amend these Terms and Conditions of Trade for the Goods generally or for any particular class of Goods or Customer. The Company will use its reasonable endeavours to give at least one week's notice of alteration or amendment.