INTERPRETATION 1.
(1) IN these Conditions (unless the context otherwise requires) “the Company” means Churchill Dining Out; “Goods” means the goods the subject matter of the Contract; “the Buyer” means the person, firm or company with whom the Contract is made by the Company; “Company’s Premises” means the premises specified in the Contract or, if not so specified means Marlborough Pottery High Street, Tatsall, Stoke-on-Trent, Staffordshire, ST6 5NZ, England.

GENERAL 2.
(1) THESE Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any document or correspondence of the Buyer. The Company reserves the right to make changes to these Conditions without prior notice.
(2) The headings in these Conditions are intended for reference only and do not affect their construction.

ORDERS 3.
NOTWITHSTANDING any detailed quotation of the Company no order shall be binding on the Company unless and until accepted in writing by the Company.

PRICES 4.
(1) THE price payable for Goods shall be the list price of the Company current at the date of despatch less any discount to which the Buyer is entitled, subject to the Buyer having agreed to purchase the Goods.
(2) The Company reserves the right to issue new list prices at any time without prior notice.
(3) All prices are exclusive of Value Added Tax which will be charged at the appropriate rate.

ADDITIONAL COSTS 5.
THE Buyer shall agree to indemnify the Company in respect of any cost, loss, or expense incurred by the Company as a result, direct or indirect, of any act neglect or default on the part of the Buyer, its agents or employees.

INTELLECTUAL PROPERTY 6.
(1) The Buyer shall not sell any Goods bearing or by reference to any trade mark of the Company or by reference to the Company which have been decorated or altered in any way not so supplied by the Company or in any way not in accordance with the Contract.
(2) The Buyer shall indemnify the Company against any cost, claim, loss and expense incurred by the Company in relation to the Goods or the use of the Goods or the resale of the Goods or infringement of patents or alleged infringements of patents, trade marks, copyright, design right or any other intellectual property right occasioned by the importation, manufacture or sale of the Goods made to the special requirements of the Buyer.

TERMS OF PAYMENT 7.
(1) Subject to Condition 7 (f) below the Buyer shall pay the price of the Goods on the date quoted by the Company or in the case of non-delivery, within ten days of the date of the invoice for non-delivery.
(2) The Company will incur no liability (whether in contract or for negligence or otherwise) for loss of or damage to the Goods in transit, in storage, in preparation for despatch or in the process of despatch or for non-delivery, unless such claims are notified in writing to the Company (and, in the case of claims for non-delivery, carrier shall be deemed an agent of the Company and not of the Buyer for the purposes of Sections 44, 45 and 46 of the Carriers’ Bills Act 1855).

DELIVERY 8.
(1) ANY date quoted for delivery of the Goods is given in good faith but is approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused.
(2) If the Buyer is unable to accept delivery when the Goods are due and ready for delivery the Buyer shall give prior written notice to the Company and the Company shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route or by any act or default of the Company or its agents or employees or by any act of God.

LIMITATION OF LIABILITY 17.
THE aggregate liability of the Company (whether in contract or for negligence or otherwise) to the Buyer for any loss, damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods.

BUYER’S DRAWINGS 14.
THE Buyer shall not be liable for defects caused by inaccuracies in drawings, or specifications supplied by the Buyer.

CONSEQUENTIAL LOSS 15.
THE Company shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or production or by reference to accrual of such costs, claims, damages or expenses on a time basis.

FORCE MAJEURE 19.
THE Company shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that delivery of the Goods is delayed or prevented or rendered impracticable by reason of any strike, lock-out, blockade, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

CANCELLATION 20.
SAVE as provided in Conditions 16 and 19 hereof contracts may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of an amount which indemnifies the Company against all loss resulting therefrom.

SUB-CONTRACTING 21.
THE Company may assign the Contract with the Buyer or sub-contract the whole or any part thereof to any person, firm or company.

LANGUAGE OF THE CONTRACT 22.
(1) WHERE the Goods are supplied for export from the United Kingdom, the provisions of this Condition 22 shall (subject to any terms in agreed in writing between the Buyer and the Company) apply notwithstanding any other provision in the Contract.
(2) THE Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and the Buyer and the Company shall make all necessary arrangements for the delivery of the Goods to the Buyer in the conditions specified by the Buyer for the purpose of making up the importation or transportation of the Goods.

PROPERTY 23.
Pending payment of the full purchase price of the Goods the Buyer shall at all times keep the Goods free from any lien or mortgage or other charge and such lien or mortgage or other charge being held on trust in a separate beneficial entitlement which shall attach to the proceeds of sale or other disposition thereof so that such proceedings or any proceeds of the disposition of the Goods shall be held on trust in a separate beneficial entitlement for the Company by the Buyer and such proceeds shall not be mounded with other monies or parted with in any way other than for the account of the Company’s moneys.

RIGHTS 24.
Without prejudice to any equitable rights or as to tracing, in the event of failure to pay the price in accordance with the Contract the Company shall have power to resell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to recover the Goods.

PENDING PAYMENT 25.
(1) If the Buyer makes any declaration of insolvency or enters into composition with his creditors or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company be passed or presented or if a receiver/administrator of the whole or any part of such company’s undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may at its discretion wind up or in any other way and on any other account whatsoever have been made in full and unconditionally. Whilst no further payments to be made by the Buyer under the Contract shall be accepted.

DEFAULT OR INSOLVENCY OF BUYER 16.
If the Buyer shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Buyer’s property or land or if the Buyer shall make or offer to make any arrangement or composition with his creditors or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company be passed or presented or if a receiver/administrator of the whole or any part of such company’s undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may at its discretion wind up or in any other way and on any other account whatsoever have been made in full and unconditionally. Whilst no further payments to be made by the Buyer under the Contract shall be accepted.

REJECTION OF GOODS 18.
(1) Subject to Condition 7 (g) below the Buyer shall have the right to reject the Goods if the Buyer is unable to accept delivery when the Goods are due and ready for delivery the Buyer shall give prior written notice to the Company and the Company shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route or by any act or default of the Company or its agents or employees or by any act of God.

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RETURN 19.
Pending payment of the full purchase price of the Goods the Buyer shall at all times keep the Goods free from any lien or mortgage or other charge and such lien or mortgage or other charge being held on trust in a separate beneficial entitlement which shall attach to the proceeds of sale or other disposition thereof so that such proceedings or any proceeds of the disposition of the Goods shall be held on trust in a separate beneficial entitlement for the Company by the Buyer and such proceeds shall not be mounded with other monies or parted with in any way other than for the account of the Company’s moneys.

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