



**GILBERT  
NETBALL**

**2020**  
NETBALL RANGE  
**UK TRADE  
PRICE GUIDE**

ALL PRICES MAY BE  
SUBJECT TO CHANGE

# GILBERT NETBALL

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UK Trade Price Guide, Season 2012/2021

Effective for deliveries from 31st March 2020

Our policy is one of continuous improvement and therefore we reserve the right to add or delete products and change prices without prior notice.

CONDITIONS OF SALE are printed in full on the reverse of this price guide.

MATCH / TRAINING BALLS				
MATCH BALLS				
Description	Size	Price (£)	RRP (£)	Item Code
<b>SYNERGIE X5</b>				
Blue / Green	Sz 5	29.70	56.99	86883205
<b>FLARE</b>				
White / Red / Orange	Sz 5	21.65	41.50	86889505
White / Red / Orange	Sz 4	21.65	41.50	86889504
<b>ECLIPSE</b>				
White / Blue	Sz 5	13.55	25.99	86881905
White / Blue	Sz 4	13.55	25.99	86881904
<b>SPECTRA XT</b>				
White / Green	Sz 5	10.95	20.99	86882605
<b>SPECTRA</b>				
Purple	Sz 5	10.45	19.99	86882005
Purple	Sz 4	10.45	19.99	86882004
<b>HELIX</b>				
Purple	Sz 5	8.35	15.99	86886205
Purple	Sz 4	8.35	15.99	86886204
<b>PULSE XT</b>				
White / Pink	Sz 5	8.60	16.50	86882705
<b>PULSE</b>				
Pink / White	Sz 5	7.30	13.99	86884705
Pink / White	Sz 4	7.30	13.99	86884704
Multi-colour	Sz 5	7.30	13.99	86892004
Multi-colour	Sz 4	7.30	13.99	86892005
<b>BLAZE</b>				
Red	Sz 5	6.00	11.50	86886105
Red	Sz 4	6.00	11.50	86886104
Blue	Sz 5	6.00	11.50	86886705
Blue	Sz 4	6.00	11.50	86886704
Pink	Sz 5	6.00	11.50	86888905
Pink	Sz 4	6.00	11.50	86888904
<b>TRAINING BALLS</b>				
<b>APT</b>				
Fluorescent	Sz 5	4.70	8.99	86885005
Fluorescent	Sz 4	4.70	8.99	86885004
Purple	Sz 5	4.70	8.99	86885105
Purple	Sz 4	4.70	8.99	86885104
<b>CONTROLBALLS</b>				
Multi	Sz 5	49.50	94.99	86892105
<b>SPECIALIST TRAINING BALLS</b>				
<b>PASS DEVELOPER</b>				
Blue / Pink	Sz 5	21.65	41.50	86883705
<b>ENGLAND BALLS</b>				
<b>ENGLAND NETBALL</b>				
Synergie X5 Vitality	Sz 5	29.70	56.99	86886405
Synergie X5 SL Vitality	Sz 5	29.70	56.99	86886305
Flash Vitality	Sz 5	20.85	39.99	86886805
Supporter England	Sz 5	7.85	14.99	86890905
Helix England Vitality	Sz 5	8.35	15.99	86889805
APT Mini England	Mini	3.40	6.50	86888501
Hi 5	Sz 4	6.55	12.50	86884404
<b>NON MATCH BALLS</b>				
<b>SIGNATURE</b>				
George Fisher	Sz 5	7.85	14.99	86887605
Geva Mentor	Sz 5	7.85	14.99	86890005
Helen Housby	Sz 5	7.85	14.99	86892705
Jo Harten	Sz 5	7.85	14.99	86891205
Jodie Gibson	Sz 5	7.85	14.99	86891805
Joline Johansson	Sz 5	7.85	14.99	86891005
Kalifa McCollin	Sz 5	7.85	14.99	86891105
Nat Haythornthwaite	Sz 5	7.85	14.99	86888605
Peace Proscovia	Sz 5	7.85	14.99	86889305
Shamera Sterling	Sz 5	7.85	14.99	86891005
Tamsin Greenway	Sz 5	7.85	14.99	86891605
<b>SUPPORTER</b>				
Tribal	Sz 5	6.55	12.50	86888405
Tribal	Sz 4	6.55	12.50	86888404
Pop	Sz 5	6.55	12.50	86890705
Pop	Sz 4	6.55	12.50	86890704
<b>NOVELTY</b>				
Superleague APT	Mini	3.40	6.50	86890301
APT Mini	Mini	3.15	5.99	86886001
Keyring	Keyring	33.85	64.99	86886100
England Keyring	Keyring	36.50	69.99	86888700

\* Items with an asterisk are VAT Zero Rate

SHOES				
Description	Size	Price (£)	RRP (£)	Root Code
<b>EVOLUTION</b>				
Coral / Silver	3, 4, 4.5, 5, 5.5*	41.70	67.99	866017+
Coral / Silver	6 - 11	41.70	79.99	866017+
Charcoal / Silver	3, 4, 4.5, 5, 5.5*	41.70	67.99	866018+
Charcoal / Silver	6 - 11	41.70	79.99	866018+
<b>FLARE</b>				
Grey / Hot Red	3, 4, 4.5, 5, 5.5*	26.05	41.99	866019+
Grey / Hot Red	6 - 11	26.05	49.99	866019+
Charcoal / Grey	3, 4, 4.5, 5, 5.5*	26.05	41.99	866020+
Charcoal / Grey	6 - 11	26.05	49.99	866020+

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GLOVES				
Description	Size	Price	RRP	Root Code
<b>THERMO</b>				
<b>TRAINING</b>				
Black	3XS - XL	10.45	19.99	891157+

Notes:

MATCH CLOTHING				
Colour / Style	Size	Price (£)	RRP (£)	Root Code
<b>SYNERGIE</b>				
<b>DRESS</b>				
Red / Black	Sz 6 - 20	18.25	34.99	861007+
Sky / Navy	Sz 6 - 20	18.25	34.99	861008+
Gold / Black	Sz 6 - 20	18.25	34.99	861009+
<b>ECLIPSE</b>				
<b>DRESS (HOOK &amp; LOOP)</b>				
Navy / White	Sz 6 - 20	16.95	32.50	860920+
Navy / Sky	Sz 6 - 20	16.95	32.50	860931+
Black / White	Sz 6 - 20	16.95	32.50	860921+
Black / Red	Sz 6 - 20	16.95	32.50	860928+
Black / Pink	Sz 6 - 20	16.95	32.50	860927+
Black / Gold	Sz 6 - 20	16.95	32.50	860926+
Red / White	Sz 6 - 20	16.95	32.50	860922+
Green / White	Sz 6 - 20	16.95	32.50	860923+
Maroon / White	Sz 6 - 20	16.95	32.50	860930+
Purple / White	Sz 6 - 20	16.95	32.50	860924+
Royal / White	Sz 6 - 20	16.95	32.50	860925+
Royal / Red	Sz 6 - 20	16.95	32.50	861005+
<b>LYCRA SHORTS</b>				
Navy	Sz 6 - 20	8.35	15.99	860932+
Black	Sz 6 - 20	8.35	15.99	860933+
Red	Sz 6 - 20	8.35	15.99	860934+
Green	Sz 6 - 20	8.35	15.99	860935+
Maroon	Sz 6 - 20	8.35	15.99	860938+
Purple	Sz 6 - 20	8.35	15.99	860936+
Royal	Sz 6 - 20	8.35	15.99	860937+
<b>HELIX II</b>				
<b>TOP (HOOK &amp; LOOP)</b>				
Navy	Sz 6 - 18	13.05	24.99	860983+
Black	Sz 6 - 18	13.05	24.99	860984+
Red	Sz 6 - 18	13.05	24.99	860985+
<b>TOP</b>				
Navy	Sz 6 - 18	11.75	22.50	860987+
Black	Sz 6 - 18	11.75	22.50	860988+
Red	Sz 6 - 18	11.75	22.50	860989+
<b>SKORT</b>				
Navy	Sz 6 - 18	13.05	24.99	860975+
Black	Sz 6 - 18	13.05	24.99	860976+
Red	Sz 6 - 18	13.05	24.99	860977+
<b>SKIRT</b>				
Navy	Sz 6 - 18	10.45	19.99	860979+
Black	Sz 6 - 18	10.45	19.99	860980+
Red	Sz 6 - 18	10.45	19.99	860981+
<b>BLAZE</b>				
<b>SHIRT</b>				
Navy	Yrs 5/6 - 11/12 *	11.75	18.99	860951+
Navy	Sz 6 - 20	11.75	22.50	860951+
Black	Yrs 5/6 - 11/12 *	11.75	18.99	860952+
Black	Sz 6 - 20	11.75	22.50	860952+
Red	Yrs 5/6 - 11/12 *	11.75	18.99	860953+
Red	Sz 6 - 20	11.75	22.50	860953+
White	Yrs 5/6 - 11/12 *	11.75	18.99	860970+
White	Sz 6 - 20	11.75	22.50	860970+
<b>POLO TOP (HOOK &amp; LOOP)</b>				
Navy	Sz 6 - 18	13.05	24.99	860889+
Black	Sz 6 - 18	13.05	24.99	860890+
Red	Sz 6 - 20	13.05	24.99	860891+
White	Sz 6 - 20	13.05	24.99	860892+
<b>SKORT</b>				
Navy	Yrs 5/6 - 11/12 *	11.75	18.99	860908+
Navy	Sz 6 - 20	11.75	22.50	860908+
Black	Yrs 5/6 - 11/12 *	11.75	18.99	860909+
Black	Sz 6 - 20	11.75	22.50	860909+
Red	Sz 6 - 20	11.75	22.50	860910+
White	Sz 6 - 20	11.75	22.50	860919+
<b>SKIRT</b>				
Navy	Sz 6 - 20	9.15	17.50	860893+
Black	Sz 6 - 20	9.15	17.50	860894+
Red	Sz 6 - 20	9.15	17.50	860895+

\* Items with an asterisk are VAT Zero Rate

BIBS				
Colour / Style	Size	Price (£)	RRP (£)	Root Code
<b>REVERSIBLE (Pack of 7)</b>				
Sky / Navy	S, M, L	44.30	84.99	860327+
Red / Navy	S, M, L	44.30	84.99	860328+
Green / Black	S, M, L	44.30	84.99	860329+
Amber / Black	S, M, L	44.30	84.99	860330+
<b>PLAIN (Pack of 7)</b>				
Black	S, M, L	27.50	51.99	860331+
Navy	S, M, L	27.50	51.99	860332+
Sky	S, M, L	27.50	51.99	860333+
Royal	S, M, L	27.50	51.99	860334+
Red	S, M, L	27.50	51.99	860335+
Green	S, M, L	27.50	51.99	860336+
Amber	S, M, L	27.50	51.99	860337+
Pink	S, M, L	27.50	51.99	860338+
Purple	S, M, L	27.50	51.99	860339+
White	S, M, L	27.50	51.99	860340+

Notes:



BIBS				
Colour / Style	Size	Price (£)	RRP (£)	Root Code
<b>PATCH (Pack of 14)</b>				
Black / White	One Size	31.25	59.99	860237+
Navy / White	One Size	31.25	59.99	860238+
Red / White	One Size	31.25	59.99	860239+
Green / White	One Size	31.25	59.99	860240+
Purple / White	One Size	31.25	59.99	860242+
Royal / White	One Size	31.25	59.99	860243+
White / Navy	One Size	31.25	59.99	860244+
Black / Pink	One Size	31.25	59.99	860245+
Black / Red	One Size	31.25	59.99	860246+
Black / Gold	One Size	31.25	59.99	860247+
Maroon / White	One Size	31.25	59.99	860248+
Navy / Sky	One Size	31.25	59.99	860250+
Royal / Red	One Size	31.25	59.99	861006+
<b>HI 5 (Pack of 8)</b>				
Black	One Size *	31.25	49.99	860318+
Navy	One Size *	31.25	49.99	860319+
Sky	One Size *	31.25	49.99	860320+
Royal	One Size *	31.25	49.99	860321+
Red	One Size *	31.25	49.99	860322+
Green	One Size *	31.25	49.99	860323+
Amber	One Size *	31.25	49.99	860341+
Pink	One Size *	31.25	49.99	860324+
Purple	One Size *	31.25	49.99	860325+
White	One Size *	31.25	49.99	860326+

\* Items with an asterisk are VAT Zero Rate

TRAINING CLOTHING				
Colour / Style	Size	Price (£)	RRP (£)	Root Code
<b>SYNERGIE PRO</b>				
<b>SHORTS</b>				
Dark Navy	Sz 6 - 20	11.75	22.50	861029+
Black	Sz 6 - 20	11.75	22.50	861028+
<b>WARM UP TOP</b>				
Dark Navy	Sz 6 - 20	18.25	34.99	861031+
Black	Sz 6 - 20	18.25	34.99	861030+
<b>VEST</b>				
Dark Navy	Sz 6 - 20	11.75	22.50	861033+
Black	Sz 6 - 20	11.75	22.50	861032+
<b>PRO TECH</b>				
<b>BODYWARMER</b>				
Dark Navy	Sz 6 - 18	31.25	59.99	815035+
Black	Sz 6 - 18	31.25	59.99	815034+
<b>FULL ZIP HOOD JACKET</b>				
Dark Navy	Sz 6 - 18	26.05	49.99	815045+
Black	Sz 6 - 18	26.05	49.99	815044+
<b>POLO</b>				
Dark Navy	Sz 6 - 18	14.35	27.50	815051+
Black	Sz 6 - 18	14.35	27.50	815049+
Grey	Sz 6 - 18	14.35	27.50	815050+
<b>PHOTON</b>				
<b>JACKET FULL ZIP</b>				
Dark Navy	Sz 8 - 18	27.35	52.50	815059+
Black	Sz 8 - 18	27.35	52.50	815058+
<b>HOODIE</b>				
Dark Navy	Sz 8 - 20	22.15	42.50	815092+
Black	Sz 8 - 20	22.15	42.50	815091+
<b>TROUSERS</b>				
Dark Navy	Sz 8 - 18	18.25	34.99	815078+
Black	Sz 8 - 18	18.25	34.99	815077+
<b>POLO</b>				
White	Sz 8 - 20	13.05	24.99	815106+
<b>TEE</b>				
White	Sz 8 - 20	10.45	19.99	815130+
<b>PHOTON II</b>				
<b>POLO</b>				
Dark Navy	Sz 8 - 20	13.05	24.99	815149+
Black	Sz 8 - 20	13.05	24.99	815148+
White	Sz 8 - 20	13.05	24.99	815150+
<b>TEE</b>				
Dark Navy	Sz 8 - 20	10.45	19.99	815146+
Black	Sz 8 - 20	10.45	19.99	815145+
White	Sz 8 - 20	10.45	19.99	815147+
<b>BLAZE</b>				
<b>TRACK TOP</b>				
Navy	Sz 6 - 20	20.85	39.99	860955+
Black	Sz 6 - 20	20.85	39.99	860956+
<b>TRACK TROUSERS</b>				
Navy	Sz 6 - 20	15.85	29.99	860959+
Black	Sz 6 - 20	15.85	29.99	860960+
<b>QUEST 2</b>				
<b>FLEECES 1/4 ZIP</b>				
Black	Sz 8 - 20	20.85	39.99	815138+
Dark Navy	Sz 8 - 20	20.85	39.99	815139+
<b>VIXEN</b>				
<b>FULL ZIP JACKET</b>				
Navy	Sz 6 - 18	20.85	39.99	860897+
Black	Sz 6 - 18	20.85	39.99	860896+
<b>PANTS</b>				
Navy	Sz 6 - 14	14.35	27.50	860964+
Black	Sz 6 - 14	14.35	27.50	860963+
<b>TRAINING TOP</b>				
Navy	Sz 6 - 18	9.15	17.50	860902+
Black	Sz 6 - 18	9.15	17.50	860901+
Black / Red	Sz 6 - 18	9.15	17.50	860907+
<b>SYNERGIE</b>				
<b>TROUSERS</b>				
Black	Sz 6 - 18	21.90	41.99	814472+
Dark Navy	Sz 6 - 18	21.90	41.99	814505+
<b>LEISURE SHORTS</b>				
<b>SHORTS</b>				
Dark Navy	Sz 6 - 18	11.75	22.50	815125+
Black	Sz 6 - 18	11.75	22.50	814468+

Notes:

TRAINING CLOTHING				
Colour / Style	Size	Price (£)	RRP (£)	Root Code
<b>VIXEN II</b>				
<b>LEGGINGS</b>				
Navy	Sz 6 - 24	13.05	24.99	860992+
Black	Sz 6 - 24	13.05	24.99	860991+
<b>ATOMIC</b>				
<b>BASELAYER</b>				
Dark Navy	Sz 6 - 18	13.05	24.99	815019+
Black	Sz 6 - 18	13.05	24.99	815014+
White	Sz 6 - 18	13.05	24.99	815015+
<b>TAMSIN</b>				
<b>TAMSIN LEGGINGS</b>				
Black / Pink	Sz 6 - 18	15.65	29.99	861000+
Black / White	Sz 6 - 18	15.65	29.99	861001+
Dark Navy / Pink	Sz 6 - 18	15.65	29.99	861002+
Dark Navy / White	Sz 6 - 18	15.65	29.99	861003+
<b>TAMSIN BASELAYER</b>				
Black / Pink	Sz 6 - 18	15.65	29.99	861010+
Black / White	Sz 6 - 18	15.65	29.99	861011+
Dark Navy / Pink	Sz 6 - 18	15.65	29.99	861012+
Dark Navy / White	Sz 6 - 18	15.65	29.99	861013+
<b>SOCKS</b>				
<b>NETBALL SOCKS</b>				
White	2 - 5 *	3.15	4.99	860849+
White	6 - 9	3.15	5.99	860849+
<b>PRO CREW</b>				
Black	3 - 6 *	4.70	7.50	815187+
Black	7 - 13	4.70	8.99	815187+
White	3 - 6 *	4.70	7.50	815188+
White	7 - 13	4.70	8.99	815188+

MISCELLANEOUS				
Description	Colour / Size	Price (£)	RRP (£)	Item Code
<b>LUGGAGE</b>				
Club Player Holdall V2	Black	15.65	29.99	83024001
Club Player Holdall V2	Navy / Royal	15.65	29.99	83024002
Club Player Holdall V2	Navy	15.65	29.99	83024003
Club Player Holdall V2	Black / Red	15.65	29.99	83024004
Club Player Holdall V2	Navy / Sky	15.65	29.99	83024005
Club Rucksack V2	Black	15.65	29.99	83024201
Club Rucksack V2	Navy / Royal	15.65	29.99	83024202
Club Rucksack V2	Navy	15.65	29.99	83024203
Club Rucksack V2	Black / Red	15.65	29.99	83024204
Club Rucksack V3	Black	15.65	29.99	83026200
Club Rucksack V3	Navy / Royal	15.65	29.99	83026201
Club Rucksack V3	Navy	15.65	29.99	83026202
Club Rucksack V3	Black / Red	15.65	29.99	83026203
Club Rucksack V3	Navy / Sky	15.65	29.99	83026204
<b>MATCHDAY BAGS</b>				
Physio Bag	~	20.85	39.99	83025000
Water Bottle Bag (No Bottles)	Holds 12	18.25	34.99	83022000
Breathable Ball Bag	Royal (Holds 12)	10.45	19.99	83010000
Breathable Ball Bag	Black (Holds 12)	10.45	19.99	83020801
Breathable Ball Bag	Red (Holds 12)	10.45	19.99	83020802
Ball Tube	Royal (Holds 5)	8.85	16.99	86300401
Ball Tube	Red (Holds 5)	8.85	16.99	86300402
Ball Tube	Black (Holds 5)	8.85	16.99	86880013
Fine Mesh Bag	Holds 12	6.80	12.99	83010100

ACCESSORIES				
COURT ACCESSORIES				
Water Bottle Carrier	Black (Holds 6)	11.75	22.50	89011800
Water Bottle Bag / Green	750ml	2.35	4.50	89011900
Tactic Board	~	15.65	29.99	86880030
Coaching Folder	~	15.65	29.99	86880050
Handheld Whistle	~	1.60	2.99	86880031
Squeezy Whistle	~	3.15	5.99	86880044
Rubber Disc Pack 16 Multi	~	23.45	44.99	89012300
Whistle & Lanyard	~	2.60	4.99	89009300
<b>BALL ACCESSORIES</b>				
Quicker Ball Pump	~	4.20	7.99	89009200
Stirrup Ball Pump	~	10.45	19.99	89010500
Adaptor Blister Pack	Set of 2	1.60	2.99	89009000
Stirrup Adaptor Blister Pack	Set of 2	1.60	2.99	89011500
Pressure Gauge	~	9.40	17.99	89009100

NETBALL POSTS				
Netball Post	~	46.90	89.99	86880039
Netball Post Academy Set	~	33.85	64.99	86880060
Netball Post Mini Set	~	23.45	44.99	86880070
Netball Post Replacement Net	~	3.15	5.99	86880043
Netball Ring Wall Mounted	~	13.05	24.99	86880049

RST TRAINING EQUIPMENT				
Speed Ladder	4m	14.35	27.50	89969601
Speed Ladder	8m	23.45	44.99	89969606
RST Hurdle	6"	4.20	7.99	89969602
RST Hurdle	9"	4.70	8.99	89969604
RST Hurdle	12"	4.70	8.99	89969605
50 Marking Cones & Carrier Set	~	26.05	49.99	89010305
Marking Cone Carrier	~	5.25	9.99	89010200
Marking Cone	Green	0.80	1.50	89010301
Marking Cone	Red	0.80	1.50	89010302
Marking Cone	White	0.80	1.50	89010303
Marking Cone	Yellow	0.80	1.50	89010304

MADE TO ORDER				
POST PROTECTORS				
Post Protector (Set of 2)	50mm	67.75	129.99	28352S
Post Protector (Set of 2)	65mm	72.95	139.99	28353S
Post Protector (Set of 2)	80mm	85.95	164.99	28354S
Carriage charge of £9.00 per set				

CUSTOM MADE BALLS				
Description	Code	Minimum Order Qty	14 Week	10 Week
Eclipse Size 5	28248S	25	15.00	16.65
Eclipse Size 4	28307S	25	15.00	16.65
Spectra Size 5	28308S	25	11.50	13.15
Spectra Size 4	28306S	25	11.50	13.15
Pulse Size 5	28249S	25	8.05	9.70
Pulse Size 4	28663S	25	8.05	9.70

**CUSTOM MADE BALLS**  
Please Call 0845 066 1823 or contact your Gilbert representative before placing your orders or for further information.  
Screen set up charge £25.00 per new design / product (screens are kept for 12 months from date of order).  
Special print orders of over 100 units (same size and 10 Week delivery is available by air at additional cost) are subject to a 5% discount.

# UK TRADE Conditions of Sale

Registered No. 148700 England Registered Office: Robertsbridge, East Sussex, United Kingdom, TN32 5DH

## 1. TERMS OF CONTRACT

GRAYS OF CAMBRIDGE (INTERNATIONAL) LIMITED (the "Company") sells the goods listed in this price guide ("Goods", which expression shall as the context admits refer to all or any of such Goods) exclusively upon the terms set out below (the "Terms"). The "Customer" shall refer to any person, firm, company or other organisation placing an order for any Goods. The placing of an order or acceptance of the Goods is deemed to constitute an agreement to observe and be bound by the Terms and any concession, latitude or waiver that may be or may have been allowed by the Company at any time in the past shall not prevent the Company subsequently exercising its full rights under these Terms.

## 2. ORDERS

Orders can be given to a sales representative, placed digitally, emailed, posted or telephoned through to the Company at Station Road, East Sussex, TN32 5DH. The Company reserves the right to apply a manual processing charge for orders not placed digitally, where a payment is made by cheque or where a Customer requires accounting documents to be sent by post.

## 3. PRICES

**3.1** Goods will be invoiced at the price ruling at the date of despatch. Made to order Goods will be invoiced at the price and subject to the charges detailed on the quote.

**3.2** All prices given by the Company are "delivered mainland UK". Prices given by the Company exclude Value Added Tax and carriage which will be charged to the customer.

**3.3** There will be no charge for carriage on orders of £100 or more for delivery within mainland UK. Goods will be delivered to the customer by the cheapest reasonable method and route unless the customer wishes to bear additional costs for alternatives methods. The Company reserves the right to charge delivery: i) for specified bulky equipment ii) to non-business or premium charge destinations.

## 4. DISCOUNT, PAYMENT TERMS AND OVERDUE ACCOUNTS

**4.1** Payment for Goods is due in full within 30 days of the date of the Company's invoice but where shown on the invoice a discount will be allowed to the Customer if the payment is received by the Company before the specified date. Discounts are conditional on: i) digital order placement (where available) and ii) payment via bank transfer.

**4.2** Without prejudice to any other right of the Company, where credit terms have been agreed payment must be made in full by the invoice due date. Failure to pay in accordance with this clause shall entitle the company to terminate the contract immediately in respect of future orders, and to charge interest at the rate of 8% per month above the Bank of England base rate, together with compensation for debt recovery costs incurred in recovering an overdue amount pursuant to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

**4.3** Where interest or debt recovery costs are payable, monies received will first be allocated to interest and debt management charges.

**4.4** The Company reserves the right to require deposits, proforma payments or payment before shipment from new or existing customers in special circumstances - including but not limited to orders for customised Goods or when credit limits or terms are exceeded.

**4.5** The Company reserves the right to negotiate independent payment terms. Such terms will be agreed by the party's in advance and confirmed in writing.

**4.6** Without prejudice to any other right of the Company, the Company reserves the right to withhold delivery of any Goods to the Customer if any sum owing to the Company from the Customer is overdue until such sum is paid in full together with any interest due thereon.

**4.7** A request by the Customer to cancel a forward order from stock must be received 30 days before delivery. If the Company agrees, it reserves the right to reduce or cancel the customer's discount for the season.

## 5. SHORTAGES, DAMAGES, RETURNS

**5.1** If upon delivery any Goods ordered by the Customer are found to be missing or damaged, the Company will use its reasonable endeavours to assist the Customer in **making a claim against the carrier** by showing that the relevant Goods were delivered to the carrier in sound condition provided that the Customer notifies the Company and the carrier of all relevant details in writing **within 3 days of such delivery.** Failure to take action within such time will **render such assistance by the Company entirely discretionary.** Damage or loss arising from a Customer's request to deliver without signature or to a new address is at the Customer's risk.

**5.2** If upon receipt of any invoice from the Company the Customer finds that any consignment of Goods covered by such invoice was not received by the Customer then the Company will use its reasonable endeavours to assist the Customer in **making a claim against the carrier** by showing that such consignment of Goods was delivered to the carrier provided that the Customer notifies the Company and the carrier of all relevant details in writing **within 7 days of the date of such invoice.** Failure to take action within such time will **render such assistance by the Company entirely discretionary.**

**5.3** The Company shall be under no obligation to accept returned goods unless such Goods breach any warranty (clause 8) but may authorise a return at its absolute discretion. Goods made to Customer's own specifications should only be returned if faulty. Non-faulty returned goods will be processed as follows:

(i) The Company has no obligation to process unauthorised returns nor is it under any obligation to return such Goods unless the Customer prepaays all reasonable costs,

(ii) The Company reserves the right to impose a handling charge of up to 50% against the invoiced value of accepted returns,

(iii) Goods not returned in perfect "as received/packaged" condition with all swing tickets etc., will be subject to a rectification charge to allow them to be re-sold,

(iv) The Company shall be under no obligation to credit Goods which are returned in an unsaleable condition or Goods made to a Customer's own specification,

(v) Goods that are no longer in the Company's latest Price Guide or are Goods made for a specific event that has already started are unlikely to be authorised for return - if they are accepted an obsolescence deduction between 50% and 70% of the invoiced value will be applied.

(vi) If the Company accepts a return and the Customer has not already paid the relevant invoice then any return charge or deduction must be paid by the Customer forthwith.

(vii) The net price credited for an approved return will be the lowest net price paid by the customer for that product.

**5.4** For the avoidance of doubt the Company shall not be responsible for the acts or omissions of any carrier.

## 6. EXPORT

Goods are sold to the Customer on the express condition that the Customer will not export them (directly or indirectly) to any person or entity outside the European Economic Area (EEA) or Switzerland.

## 7. FORCE MAJEURE

The Company shall not be liable to the Customer for any inability to perform or delay in performing any of its obligations hereunder where such inability or delay as aforesaid is caused (directly or indirectly) by any event or circumstance beyond the Company's reasonable control including (but not restricted to) any fire, extreme weather, act of terrorism, trade dispute, strike or lock-out involving its own employees or the employees of any supplier or carrier.

## 8. LIABILITY

**8.1** The provisions of Sections 12 to 15 inclusive of the Sale of Goods Act 1979 (as may from time to time be re-enacted updated or amended) shall apply to and be incorporated into these Terms so that such provisions shall apply to the Goods at the time that the risk in such Goods passes to the Customer under Clause 9.

**8.2** The Company does not limit or exclude liability for death or personal injury resulting from its negligence or the negligence of any servant or agent (but not independent contractor) of the Company.

**8.3** Subject to Clause 8.2, the warranty referred to in Clause 8.1 is in substitution for and shall replace all conditions and warranties on the part of the Company implied by statute, common law or otherwise all of which are expressly excluded. The Company does not make or give, nor has any servant or agent of the Company authority to make or give any representation or undertaking as to the quality of the Goods or their correspondence with any description or as to their fitness for any particular purpose.

**8.4** Subject to Clause 8.2, in the event that, notwithstanding the preceding provisions of this Clause 8, the Company is found liable for any loss or damage suffered by the Customer, that liability shall in no event exceed the amount paid by the Customer to the Company hereunder excluding Value Added Tax.

**8.5** Notwithstanding anything else contained in these Terms, in no circumstances shall the Company be liable to the Customer, either in contract or in tort, for any indirect, incidental or consequential loss suffered by the Customer on account of any act or omission on the part of the Company. "Consequential loss" shall include loss of profit, goodwill or any other financial loss, any payment made or due to a third party, and any loss or damage caused to any property belonging to the Customer or any third party.

## 9. RISK AND TITLE

**9.1** Risk in the Goods shall pass to the Customer at the time the Goods are consigned to the carrier for delivery to the Customer.

**9.2** Until the Company has received full payment from the Customer for all Goods delivered to the Customer and of all other sums due from the Customer the following terms shall apply:

(i) the property in the Goods supplied by the Company shall remain in the Company as legal and equitable owner thereof and the Customer shall be entitled to possession of the Goods only which shall be held by the Customer as a bailee on behalf of the Company and the Customer shall store the Goods in such a way as to be identifiable as the property of the Company.

(ii) the Customer shall keep the Goods insured against all risks in their full replacement value and if requested by the Company shall execute an assignment in favour of the Company of all rights of the Customer to claim against the insurers in respect of the Goods covered by such insurance and shall join the Company in notifying such insurers of the Company's interest in any policy effected hereunder.

(iii) notwithstanding the provisions of (i) above the Customer shall have a licence to sell the Goods supplied by the Company to the Customer which licence may be immediately terminated by the Company at any time upon giving the Customer written notice thereof provided that (without prejudice to any other rights of the Company) such licence shall automatically terminate if the Customer (being an individual) becomes bankrupt or if the Customer (being a company) adopts a resolution for its winding up or if any petition is presented for the appointment of an administrator or a receiver or an administrative receiver as appointed in respect of any part of the Customer's undertakings or assets or if the Customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or any re-enactment or further enactment thereof) unless the Company otherwise agrees to the continuation of such licence.

(iv) the proceeds of any such sale and the benefit of any such contract of sale shall to the extent of sums referred to above owing to the Company from the Customer be held in trust for the Company absolutely and the Customer shall pay all proceeds of such sales into a bank account in the name of the Customer separate from all other monies of the Customer and shall notify the Company thereof and the bank of the Company's interest in such account. On receipt of notice in writing from the Company all proceeds of sales made by the Customer shall (to the extent of sums referred to above owing to the Company from the Customer) immediately be paid to the Company.

(v) at any time after the termination of the above licence the Company may repossess the Goods and for this purpose the Customer hereby grants to the Company an irrevocable licence to enter upon any premises of the Customer and to use such measures as may be reasonably necessary to gain access to such premises and recover possession of the Goods.

## 10. GENERAL

**10.1** The Customer shall not assign any benefit or burden of these Terms to any third party.

**10.2** The clause headings in these Terms are for ease of reference only and shall not affect their interpretation. Underlined text highlights a change from previous Season's Terms.

**10.3** The Company shall be entitled to despatch goods comprised in an order by one or more instalments and to issue an invoice in respect of each such instalment if at any time Goods remain undespached the Company shall be entitled by notice in writing to cancel the remainder of the order and neither party shall be under any obligation to the other in respect thereof following such cancellation.

**10.4** Due to fabric being made in batches there can be minor differences in the appearance of garments. The Company has implemented QC processes to control variation and does not accept liability for minor differences.

**10.5** No variation or addition to the Conditions will be recognised and the Company does not accept the Customer's conditions of purchase unless a Company director has accepted them in writing. If conditions conflict these terms will take precedence.

**10.6** New Product Embargo date - customers should not publicise new products on their websites or elsewhere until one month prior to the new range pricing taking effect.

**10.7** The Company reserves the right to save and use the Customer's business and personal details strictly for the Company's business purposes which may include carrying out credit assessments using credit agencies.

## 11. VAT

All products marked with an asterisk are zero rated for Value Added Tax.

## 12. TRADEMARKS, IMAGE RIGHTS

**12.1** The Company authorises the Customer to use the Company's Trademarks on its own website as long as the use is fair and proportional to the sale of Company products on that website. The use of the Company's names, trademarks and other intellectual property in any other way or on any other channel is subject to the Company's written approval.

**12.2** The Customer agrees: i) the Company has the exclusive right to determine where and how its intellectual property can be used and ii) undertakes upon written notification to swiftly rectify any unauthorised use.

**12.3** The Customer must have controls to ensure it has appropriate permission to use action imagery.

## 13. LAW

These terms shall be governed and construed in accordance with the laws of England to the non exclusive jurisdiction of whose courts the Customer agrees to submit.

THESE TERMS CANCEL ALL PREVIOUS TRADE CONDITIONS OF SALE ALREADY IN CIRCULATION 1ST SEPTEMBER 2019.