

Terms & Conditions

PRICES: Subject to change without prior notice.

OVERDUE: Accounts are overdue for payment on the 30th of the month following invoice date, therefore interest may be charged at 2% above bank rates on such accounts. The interest will be calculated from the due date of payment. Should outside debt collection be involved all costs will be debited accordingly.

DELIVERY: All orders of £300 and over (Ex VAT) are carriage paid. Delivery for orders outside UK mainland and north of Scotland charged at cost.

VAT: Prices are subject to VAT at the current rate.

DAMAGE AND SHORT DELIVERIES: Claims of short delivery or damage will not be recognised unless made within seven (7) days of receipt of goods.

WARRANTY: All our products are warranted to be of merchantable quality when leaving our factory. Complaints of any nature will only be recognised through an authorised agent or distributor. Distributors are NOT authorised to replace goods without prior approval. Any goods to be returned on complaint must have freight charges pre-paid to our factory. If an examination proves the defects are of such a nature as to be covered by warranty, the goods will be replaced or repaired without charge. Otherwise the distributor will be notified of the charges to be made for the repair, etc.

MINIMUM ORDERS: On orders of under £30 net value an additional surcharge of £2.50 will apply. Goods remain the property of Hunts County Bats Ltd. until paid in full. We reserve the right of property on all goods sold until full payment of the purchase price has been received.

RISK AND TITLE:

- 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.
- 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 undertaking 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 Customer 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.

Guarantee

In common with other manufacturers, we find it impractical to give our cricket bats a conventional guarantee. Although we use raw materials of the highest quality both cane and willow are natural materials with unpredictable durability. We are however, concerned with maintaining our reputation for quality and will repair or replace bats which in our opinion, have not given adequate service. We are unable to accept responsibility for bats damaged by misuse (e.g. over oiling, failure to 'play-in' the bat properly, use against cheap cricket balls, etc.)



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