Steel City
Branded Merchandise

2024 Calendars Early Bird Offer!*
Order now and take full advantage of our discount offer on a huge range of branded calendars!
10% OFF
10% OFF the unit price only and excludes carriage and VAT. Offer ends 29/9/23

Get in touch for a chat about your branded merchandise campaign
t 0114 275 4150
e sales@steel-city.co.uk
w steel-city.co.uk
a The Don Press, New Street, Sheffield, S1 2DN

Bagco Limited
Unit 3
Churchill Court
Hortons Way
Westerham Kent
TN16 1BT

Purchase Order

Telephone: 01959 560500
Fax: 01959 563034

Order Number	Order Date	Your Order No / Our Job	Your Account Reference	Promise Date
89307	16/11/2023	69356		

Product	Description	Quantity	Unit	Price
B9821-30	M130 Seabrook 5oz Recycled Cotton Tote Bag - Black Printed 2 Colours 1 position - white & pink 1 colour to 1 position - white Dimensions: 420 x 380mm Print area: 260 x 225mm			
	Leadtime: 10 Working Days from Artwork Approval	400	£1.60 / Each	£640.00
	Delivery (1 UK address)	1	£18.00 / Each	£18.00
	Origination	1	£75.00 /	£75.00

NOTE
Please quote our Order No on all documents relating to this order

PLEASE SEND EMAIL PROOF BEFORE PRODUCTION

Delivery Address

Eleanor Monk
Royal Ballet School
46 Floral Street
Covent Garden
LONDON
WC2E 9DA

Order Value	£733.00

Rowan Andrews

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TERMS and CONDITIONS of BUSINESS of STEEL CITY MARKETING LIMITED

In these General Conditions Steel City Marketing Limited is referred to as "the Company" ,the person or other legal entity to whom the Company is selling is referred to as "the Buyer" and the goods, materials equipment, or services (as applicable) being sold by the Company to the Buyer is referred to as "the Product".
All sales are made and all orders accepted are subject to the following Conditions.

1. VARIATION OF CONDITIONS

(a) These Conditions override any other terms, conditions or warranties that the Buyer may seek to impose
(b) No amendment or change shall be made to these Conditions except by agreement in writing signed by an authorised official of each party.
(c) Acceptance of the Product by or on behalf of the Buyer shall be conclusive evidence that these Conditions are accepted by the Buyer and that they apply to the contract. If the Buyer does not accept these Conditions or any part of them, it or he must return the Product tendered forthwith.

2. QUOTATIONS

(a) All quotations (unless a contrary intention appears on the face thereof) are open for acceptance for a period of twenty eight days from the date thereof. Any acceptance received late may be accepted by the Company in its discretion in which case it shall be binding upon the Buyer.
(b) Clerical errors and/or omissions in the Company's quotation acknowledgement or invoice shall be rectified by the Company as soon as discovered and such errors and omissions shall not be binding upon the Company nor permit the Buyer to vary the terms of any of its terms.

3. PRODUCT AVAILABILITY

(a) All offers to supply products from stock are subject to the products being available at the time of receipt by the Company of the Buyer's order.
(b) Where the Product is not in stock at the date of receipt of the Buyer's order then this contract shall not be binding upon the Company unless and until the product has been safely delivered to the Company's premises or otherwise accepted by the Company as being under its control. Any increase occurring after the date hereof in the rate of insurance or other charge, tax, levy, duty or imposition charged to the Company relating to the Product shall be reimbursed to the Company by the Buyer.

4. PRICES

(a) Where the Product is sold by reference to the Company's published price list, the price payable for the Product shall be the ruling price as published in the price list current at the date of despatch of the Product from the Company's works.
(b) In other cases the price stated in the contract is based on the cost to the Company of materials, fuel and power, transport, wood labour at the date of acceptance of the order or quotation (whichever is earlier). If at the date of despatch of the Product from the Company's works there has been any increase in all or any of such costs, the price payable for the Product may at the request of the Company be increased accordingly.
(c) Where the price for the Product is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
(d) There shall be added to the price for the Product any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Product (whether initially charged on or payable by the Company or the Buyer) and (where appropriate) the freight and other charges as specified in the relevant carriage tariff current at the date of despatch.
(e) The Product is sold "ex works" unless otherwise stated.

5. TERMS OF PAYMENT

(a) (Subject to the following provisions of this Condition) unless otherwise agreed in writing, the price will be due and payable by the Buyer and the Company shall be entitled to invoice the Buyer for the price of the Product on or at any time after the date on which the Product has been notified by the Company to the Buyer as being ready for collection or dispatch (in the case of sales ex works) whether notification has been made verbally or in writing or by electronic means, unless the Buyer fails or refuses to take delivery of the Product, in which case the Company shall be entitled to invoice the Buyer for the price at any time after the Buyer has been notified that the Product is ready for collection, or the Company has tendered delivery of the Product
(b) The Company reserves the right at its option to require either payment in part or in full for the Product or the provision of such security or guarantees from the Buyer or from other parties on behalf of the Buyer for the Product prior to commencing any work on the contract and reserves the right to withhold manufacture or delivery of the Product until such payment or security is received or guarantees executed
(c) (Subject to Condition 5b) unless otherwise agreed by the Company in writing the terms of payment shall be **30 days from the date of invoice** notwithstanding that delivery may not have taken place and the property in the Product has not passed to the Buyer.
(d) If the Company (in its absolute discretion) provides to the Buyer a fixed credit limit and the Buyer reaches and or exceeds such limit then the Company shall be entitled to invoice the Buyer for such amount as it sees fit and payment shall be due in accordance with the terms of this clause 5.
(e) The time of payment of the price shall be of the essence of the contract.
(f) Where the Product is delivered by instalments the Company may invoice each instalment separately and the Buyer shall pay such invoices in accordance with these Conditions.
(g) No right of setoff shall exist in respect of any claims by the Buyer against the Company unless and until such claims are accepted in full by a director on behalf of the Company in writing and the Buyer shall not withhold all or any part of any sum which has become due for payment under the contract.
(h) If the Buyer fails to make any payment due to the Company (whether under the contract or otherwise) on the due date the Company without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

· cancel the contract so far as any of the Product remains to be delivered under it or suspend any further delivery of the Product and
· charge the Buyer interest at the rate equivalent to that set for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998;
· calculated on a daily basis from the date of the Company's invoice until cleared funds are received;
· compounded on the first day of each calendar month and;
· before and after any judgement (unless the Court orders otherwise) appropriate any payment made by the Buyer to such of the debt or the goods supplied under any other contract between the Company and the Buyer) as the Company may think fit (notwithstanding any purported appropriation by the Buyer).

6. DELIVERY BY INSTALMENTS

In all cases where the contract provides for delivery by instalments or part deliveries each instalment or part delivery shall be deemed to be a separate contract and cancellation of any one instalment or part delivery shall not avoid or affect a contract as to the other instalments or part deliveries.

7. NON DELIVERY AND DELAY

(a) Dates for delivery are approximate and unless the parties otherwise agree in writing time shall not be of the essence of the contract.
(b) The Company shall not be liable for any direct or indirect loss arising from non delivery or delay in delivery of any of the Product as a result of any cause beyond the Company's reasonable control. The Buyer shall have no right to cancel any order or to refuse delivery of any consignment on the grounds of delay or non- delivery resulting from such a cause.
(c) Where a delay in delivery or the non delivery is due to a cause within the Company's reasonable control the Company's liability and the Buyer's exclusive remedy shall be limited to the right to cancel the contract to the extent only of the Product affected.
(d)Failure by the Company to deliver any one or more of the instalments of the contract shall not entitle the Buyer to treat the contract as a whole as repudiated or breached.

8. STORAGE

(a) The Buyer shall give the Company instructions for delivery of the Product not less than seven days before delivery is required, and in all cases such notice must be reasonable.
(b) If the Buyer does not take delivery of the Product at the appointed place and time the Company shall be entitled to store the Product on the Buyer's behalf and all charges for storage, insurance and demurrage thereby arising shall be payable by the Buyer.
(c) The Company shall be entitled to invoice the Product in accordance with condition 5 hereof when the Buyer has not taken delivery of them at the appointed place and time.

9. PROPERTY AND RISK

(a) The ownership of the Product shall remain with the Company, which reserves the right to dispose of the Product, until payment in full for the Product has been received by it in accordance with the terms of this contract. Until that time the Buyer shall hold the Product as bailee and shall store it in such a way that it can be identified as the Company's property and shall keep it separate from the Buyer's own property and the property of other person.
(b) Although the Product shall remain the Company's property until the Buyer has paid for it in full the risk in the Product shall pass to the Buyer when the Product is loaded on to the Buyer's carrier's vehicle or when delivered to the Buyer's order whichever is the sooner. The Buyer shall insure the Product from the time of delivery against loss or damage accordingly and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Company as trustee for the Company.
(c) The Buyer's right to possession of the Product shall cease if:
(i) The Buyer has not paid for the Product in full in accordance with these Conditions or
(ii) The Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement;
(iii) A Receiver Liquidator or Administrator is appointed in respect of the Buyer's business.
On cessation of the Buyer's right to possession of the Product in accordance with this clause the Buyer shall at its own expense make the Product available to the Company and allow the Company to repossess it.
(d) If any of the Product is incorporated in or is used as material for other goods before payment, the property in the whole of such goods shall be and remain with the Company until payment has been made or the other goods sold by way of a bona fide sale at full market value, and all the Company's rights in the Product shall extend to those other goods.
(e) Until payment in full is made by the Buyer to the Company in respect of any indebtedness arising other than a debt for the purchase price of the subject matter of this order, ownership of the Product shall remain with the Company.
(f) The Buyer shall, pending payment to the Company in full,retain the proceeds of sale of the Product or any item incorporating the Product in a separate account. Such proceeds of sale shall be and shall remain the property of the Company until payment in full is made.
(g) The Buyer hereby grants the Company its agents and employees an irrevocable licence to enter any premises where the Product is stored in order to repossess or inspect the Product.
(h) Notwithstanding the foregoing the Company may at its election and in its absolute discretion by notice in writing to the Buyer transfer the property in the Product to it.

10. DEFECTS

(a) Any defects in the Product howsoever arising must be notified in writing to the Company by the buyer within 14 days of the receipt.
(b) In the event of such notice being received and the defects complained of being confirmed by the Company or by an independent expert the Company shall at its option and in its absolute discretion either rectify the defects free of charge or replace the defective Product free of charge or allow to the Buyer a credit in the amount of the defective Products.
(c) Where the Product is reported to be defective it must if required by the Company be retained by the Buyer for inspection by or on behalf of the Company.
(d) Save as hereinbefore provided the Company shall be under no liability to the buyer in respect of any defects in the Product

11. EXCLUSIONS AND LIMITATION OF DAMAGE

(a)The Customer agrees with the Company that if the Customer shall suffer loss or damage as a result of any breach of any of the terms of the contract by the Company or its servants or agents or as a result of the negligence of the Company or its servants or agents then the liability of the Company in respect of such loss or damage shall be limited to the contract price for the Product
(b) The limitation in the amount of the liability of the Company as referred to in sub clause (a) shall subsist indefinitely notwithstanding the termination of the contract. The Buyer shall be responsible for arranging any insurance cover and paying all premiums to afford protection in respect of any loss or damage which he may suffer as a result of any breach failure or negligence upon the part of the Company or its servants or agents referred to in sub clause (a) (c)The limitation of liability contained in sub clause (a) shall extend and apply not only to the Company but also to its servants and duly authorised agents. (d) The limitation of liability contained in sub clause (a) shall not apply to any liability upon the part of the Company for any death or personal injury arising as a result of the negligence of the Company as defined by Section 1(1) of the Unfair Terms Act 1977.ACCEPTANCE OF LIMITATION OF LIABILTY BY THE BUYER (e) The Buyer agrees and accepts that the limitation of liability contained in the preceding clauses of this Condition is fair and reasonable because of (amongst other things) the following circumstances:-

· that the potential losses which could or might be caused as a result of any breach or negligence as referred to in this condition are greatly in excess and wholly disproportionate to the amount which is being charged by the Company to the Buyer as the price of the provision by the Company of the Product.
· that the Company has no knowledge or information as to the value of any contracts to be entered into by the Buyer which may involve the Product in any way;
· that the Company is anxious to keep to as low a level as reasonably possible for the benefit of the Buyer and all the Company's other customers its charges in respect of goods provided by it
· that the Company is unable to obtain adequate insurance cover in respect of the potential losses which could or might arise from any breach or negligence as referred to in this condition

(f) The Buyer confirms that it has read and fully understands the terms of this Condition and accepts the limitation of liability contained in this condition
(g) No condition or warranty or other undertaking is given whether express or implied (save in so far as the same by statute cannot be excluded) by custom common law, statute or otherwise in relation to the quality or workmanship of the Product or as to the performance and delivery of the order nor in relation to the suitability of any materials supplied for a particular application whether notified by the Buyer or not save as is hereinbefore set out. Any such condition, warranty or undertaking is hereby excluded for all purposes. In particular the Company shall not be liable for any consequential or indirect loss howsoever arising.
(h) In no circumstances whatsoever shall the Company be liable to the buyer for loss or damage howsoever arising unless the Buyer shall have followed the Company's and/or the manufacturer's instructions (as the case may be) at all times.

12. INDEMNITY

The Buyer shall indemnify the Company in respect of all damage or injury occurring to any person or property or any loss or expense thereon and against all actions suits claims demands charges or expenses in connection therewith for which the Company may become liable in respect of the Product the subject matter of this contract save in the event that such damage or injury shall have been occasioned by the negligence of the Company its servants or agents.

13. BUYER'S MATERIALS

Where material or other property is supplied to the Company by the Buyer or on behalf of the Buyer (whether owned by the Buyer or not) whether to be held or to be worked upon by the Company for the purposes of this contract the Company accepts no responsibility for imperfect work caused by defects in, or the unsuitability of any material or property so supplied.

14. REJECTION OF ORDERS

The Company reserves the right to reject an order on giving written notice thereof to the Buyer within seven days of the receipt of the order. In the event of such rejection no liability shall accrue to the Company.

15. DRAWINGS AND INFORMATION

The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the buyer to the Company, whether written or verbal, are in all respects complete, accurate and entirely suitable for the Buyer's requirements.

16. INSTALLATION

Where the Company agrees to install and/or affix the Product for the Buyer then:
(a) The Company shall be under no liability whatsoever for any loss or damage whether direct or consequential and howsoever arising caused to the Buyer the Buyer's customer or to any third party during or as a result of or in connection with the installation save where such loss or damage was caused by the negligence of the Company its servants or agents in or about the installation.
(b) The Buyer shall indemnify the Company against any loss or damage suffered by the Company (including any liability which the Company may incur towards any third party) during or as a result of or in connection with the installation save where such loss or damage was caused by the negligence of the Company its servants or agents in or about the installation.
(c) Notwithstanding that the Company has agreed to install the Product for the Buyer the Product shall nevertheless be considered as delivered to the Buyer when the same is collected by the Buyer from the Company's premises or delivered to the Buyer in accordance with the latter's instructions and/or as provided for by conditions 7 and 8 hereof.
(d) In any such case the Company may at its option sub contract the work of installing and/or affixing the Product to a Third Party and in such instance the Third Party's contract conditions (if any) shall apply and bind the Buyer.

17. CONSEQUENTIAL LOSS

The term "consequential loss" includes claims for breach of contract in respect of losses arising directly and naturally as a result of such breach.

18. LOSS OR DAMAGE IN TRANSIT

(a) Save in cases where the Company is responsible for the delivery of the Product it shall not be liable for any damage, loss or loss in transit or in respect of any claim consequential thereon.

19. PATENTS

(a) The Buyer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Buyer's instructions whether express or implied.
(b)The Buyer shall indemnify the Company and its subcontractors against all claims, damages, costs, penalties and expenses incurred by the Company or its sub contractors or to which the Company may become liable if any work done in accordance with the Buyer's specifications or other information provided by the Buyer involves an infringement of a registered design, trademark, patent or other intellectual property right or results in any defect in or failure of the Product.

20. PACKING

(a) Unless otherwise specified, packing cases and packing materials will be charged extra, but where stated to be returnable will be credited in full on return to the
(b) In cases where the Company is responsible for the delivery of the Product the Buyer shall notify the Company in writing of any shortage, damage, or loss in transit within 3 days of the date of receipt.(c) In cases where notice is given under (b) the Company's liability shall be limited to the cost of the Product so damaged lost or in short supply. The Company shall not be liable for any consequential loss save in cases where the Buyer has given notice in writing to the Company at the time of placing the order of the nature and extent of any claim which may arise from loss or damage in transit and the Company has accepted such liability in writing.
(d) In cases where the Company is responsible for delivery of the Product the Buyer shall be responsible for providing labour for the purpose of unloading and such unloading shall be at the Buyer's risk. In the event of unloading being undertaken by the Company's employees either (a) pursuant to the Buyer's instructions or (b) in the absence of instructions from the Buyer, such unloading shall again be at the Buyer's risk.
Company's works carriage paid in good condition, within one month of receipt by the Buyer.
(b) The Company uses its best endeavours to ensure, where necessary, suitability of packing before despatch, but no claim will be accepted by the Company for breakage or damage in transit on the ground of alleged unsuitability of packing.

21. PROCESSING OF PRODUCTS

Where the Company agrees to process the Product for the Buyer the Company may at its option sub contract such processing work to a Third Party and in such instance the Third Party's contract conditions (if any) shall apply and bind the Buyer in circumstances where he has been given notice thereof prior to the sub -contract work being performed.

22. QUANTITY

(a) The Company shall be entitled to fulfil any contract by the delivery of 10% more or less than the contract quantity given and the price payable by the Buyer shall be adjusted accordingly. The Company may at its option make up the balance of any order by the delivery of the balance thereof no later than three months following the despatch of the last delivery.
(c) The Company will use its best endeavours to deliver the Product ordered by the Buyer but reserves the right without giving the Buyer prior notice to supply alternative products provided they are of a quality and standard equal to the Product ordered.

23. INDULGENCE

(a) The Company's rights shall not be prejudiced by any indulgence or forbearance extended to the Buyer and no waiver by the Company of any specific breach of the Buyer shall operate as a waiver of any other breach.
(b) In the event that it shall be determined that any of these conditions shall be invalid or unenforceable for any reason whatsoever it is hereby declared and confirmed that such determination shall not affect any other provisions of these conditions all of which shall remain in full force and effect.
24.If any statement or representation has been made to the Buyer by the Company or its servants or agents upon which the Buyer relies (other than in the documents enclosed with any Quotation or acknowledgement of any order) then the Buyer must see that such statement or representation in a document to be attached to or endorsed on its order and in any such case the Company may confirm reject or clarify the point and submit a new quotation. In entering into the contract the Buyer acknowledges that it or he does not rely on and waives any claim for breach of any such statements or representations that are not so confirmed in writing.
25. Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, assembly, erection, application or use of the Product which is not confirmed in writing by the Company in accordance with Condition 24 is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
26. No Contract may be cancelled by the Buyer except with the written agreement signed by a director of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
27. The Company reserves the right to subcontract the fulfilment of the contract or any part of it.
28. The Contract is between the Company and the Buyer and is not assignable by the Buyer without the consent of the Company.
29. Nothing in the contract or these Conditions or in any course of dealing between the Company and the Buyer confer or purport to confer on any third party any right or benefit to enforce any term of the contract or these Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.

30. ENGLISH LAW

These conditions and any contract made in accordance therewith shall be construed and take effect in accordance with English law and any such contract shall be deemed to have been made at Sheffield in England.