

IMPORTANT NOTICE: ROK SOLID FINANCE LIMITED RECOMMENDS THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO A CONTRACTUAL RELATIONSHIP WITH ROK SOLID FINANCE LIMITED PURSUANT TO THESE GENERAL TERMS AND CONDITIONS AND THE SPECIFIC TERMS REFERRED TO HEREIN.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “**General Terms**”) form part of the contract between you as the “**Customer**” and us ROK Solid Finance Limited as the “**Company**”. These General Terms are in addition to the Specific Terms (as defined below). The Specific Terms together with these General Terms form the “**Agreement**” between us as the Company and you as the Customer. The General Terms apply to all Customers and the Specific Terms apply to you as Customer. If any Specific Term is inconsistent with any General Term, the Specific Term shall apply.

1 DEFINITIONS AND INTERPRETATION

1.1 In these General Terms, unless the context requires otherwise, the following definitions apply:

Agreement:	means together these General Terms and the Specific Terms;
Availability Period:	the date five Business Days from the date on which you the Customer enters into the Agreement unless otherwise approved in writing by the Company at the Company’s sole discretion;
Business:	means the business and operation of the Customer as carried on and conducted as at the date of the Agreement as specified in the Specific Terms;
Business Day:	a day (other than a Saturday or Sunday) on which banks in London are open for general business;
Company:	means ROK Solid Finance Limited, a company incorporated in England and Wales (company number: 08222156) of ROK House, Kingswood Business Park, Holyhead Road, Albrighton, Staffordshire, WV7 3AU;
Customer:	has the meaning set out in the Specific Terms;
Drawdown:	a drawdown of the Purchase Assistance Facility;
Drawdown Date:	the date of a Drawdown, being the date on which the Purchase Assistance is to be made;
Event of Default:	the occurrence of any one or more of the events specified under clause 15 of these General Terms;
Finance Document:	the Agreement, the Personal Guarantees (if relevant) and any other document which the Company and/or the Customer have entered into or as otherwise designated as such by the Company;
Guarantor:	means a person who has executed and delivered to the Company a Personal Guarantee;
Interest Rate:	shall be as set out in the Specific Terms;
Liabilities:	all sums due to the Company from the Customer in connection with any or all of the Finance Documents on any account whatsoever, whether actual or contingent, present or future, alone or with any other person and “ Liability ” shall be construed as the context permits or dictates;

Minimum Purchase Order:	means the minimum quantity of beverages as specified in the Schedule to the Specific Terms that the Customer must purchase from ROK Drinks for the periods set out in such Schedule;
Minimum Term:	means a period of 12 months from the Drawdown Date;
Party:	a party to the Agreement;
Payment Date:	means the last Business Day of each calendar month unless specified otherwise in the Specific Terms;
Period:	means the period as specified in the Specific Terms;
Personal Guarantee:	means each personal guarantee of the Liabilities to be granted by a Guarantor in favour of the Company as referred to in the Specific Terms;
Premises:	means the licensed property or properties for which a justices' on-licence (within the meaning of the Licencing Act 1964) is in force and from which the Products can be legally sold by the Customer as set out under the Specific Terms;
Products:	means the alcoholic and other beverages the subject of the Minimum Purchase Order;
Purchase Assistance:	means the moneys lent or to be lent under the Purchase Assistance Facility or the principal amount outstanding for the time being under the Agreement (for the avoidance of doubt taking into account any Write Off and/or any Reinstated Write Off);
Purchase Assistance Facility:	the purchase assistance facility made available under the Agreement;
Repayment Date:	subject always to the terms of the Agreement the date specified in the Specific Terms;
Reinstated Write Off:	has the meaning given to such term under clause 11;
ROK Drinks:	means ROK Drinks Limited, a company incorporated in England and Wales (company number: 07898759) of ROK House, Kingswood Business Park, Holyhead Road, Albrighton, Wolverhampton, WV7 3AU;
Specific Terms:	means the specific terms and conditions accepted by you as the Customer upon which the Company agrees to provide the Purchase Assistance Facility to you as the Customer;
Sterling, GBP, £:	the lawful currency of the UK;

Tax: any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

Tax Deduction: a deduction or withholding for or on account of Tax from a payment under a Finance Document;

Total Commitment: the maximum aggregate amount of all monies available to the Customer to be drawn down under the Agreement is as specified in the Specific Terms (in all cases excluding the Company's interest, expenses and costs);

VAT: means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in sub paragraph (a) of this definition or imposed elsewhere; and

Write Off: means the amount specified under the Specific Terms that the Company will allocate as a repayment of the Purchase Assistance through the purchase of the Products.

- (c) **“assets”** includes present and future properties, revenues and rights of every description;
- (d) a **“Finance Document”** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (e) **“Customer”** means you as a Customer under the Agreement as an individual whether jointly or severally with another, a corporate body, business, firm, trust, partnership or any other legal entity having a capacity or purporting to have a capacity to borrow money or incur legal obligations and/or liabilities under the Agreement. In the event that more than one of the aforementioned is named as Customer their respective liabilities and obligations shall be joint and several;
- (f) **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (g) a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (h) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (i) a provision of law is a reference to that provision as amended or re-enacted;
- (j) a time of day is a reference to London time;

- (k) **writing or written** includes fax but not e-mail; and
 - (l) one gender shall include a reference to all other genders.
- 1.2 Section, clause and schedule headings are for ease of reference only.
- 1.3 a reference in the Agreement to “**first year of the Agreement**” shall mean the twelve month period commencing on the date of the Agreement and the expression “**month**” shall be construed accordingly;
- 1.4 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in the Agreement.
- 1.5 Third party rights:
- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Agreement; and
 - (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary the Agreement at any time.

2. THE PURCHASE ASSISTANCE FACILITY

Subject to the terms of the Agreement, the Company makes available to the Customer, the Purchase Assistance Facility in an amount equal to the Total Commitment.

3. PURPOSE

- 3.1 The Customer undertakes to the Company to use all the Purchase Assistance under the Agreement in and towards the Customer's working capital and general expenditure requirements of the Business and/or for the purpose of purchasing the Products.
- 3.2 The Company has relied upon the Customer's undertaking in clause 3.1 in providing the Purchase Assistance Facility to the Customer but the Company is not obliged to monitor or verify how any amount advanced under the Agreement is used.

4. DRAWDOWN

- 4.1 To draw down the Purchase Assistance Facility, the Customer must notify the Company at least one Business Day prior to the date on which the Customer wants to drawdown the Purchase Assistance Facility (which must be a Business Day within the Availability Period).
- 4.2 If the conditions set out in the Agreement have been met, the Customer may utilise the Purchase Assistance Facility in one amount provided that the Drawdown must not be greater than the Total Commitment.
- 4.3 The amount of the proposed Purchase Assistance under the Purchase Assistance Facility must be an amount which is not more than the Total Commitment and any amount of the Purchase Assistance Facility not drawn down during the Availability Period will be automatically cancelled on the earlier of the last day of the Availability Period or immediately after first Drawdown.

5. INTEREST

- 5.1 Subject to clauses 5.2 and 5.3, interest on the Purchase Assistance after taking into account any Write Off shall be charged at the Interest Rate and shall be payable by the Customer in equal monthly instalments on each Payment Date as set out under the Specific Terms. If interest arising under this clause 5.1 is unpaid, it will be compounded with the overdue amount in accordance with our usual practice but will remain immediately due and payable.
- 5.2 If the Customer fails to make any payment due under a Finance Document on its due date for payment and/or an Event of Default occurs, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment), at 4% above the Interest Rate (or the Increased Interest Rate if clause 5.3 applies). Any interest accruing under this clause 5.2 shall be immediately payable by the Customer on demand by the Company. If interest arising on an overdue amount is

unpaid, it will be compounded with the overdue amount in accordance with our usual practice but will remain immediately due and payable.

- 5.3 For each Period where no Write Off applies (other than by reason of an Event of Default), Interest on the Purchase Assistance shall be charged at a rate equal to 4% above the Interest Rate (**Increased Interest Rate**). The Increased Interest Rate shall be payable by the Customer on each Payment Date in each relevant Period where no Write Off applies. If interest arising under this clause 5.3 is unpaid, it will be compounded with the overdue amount in accordance with our usual practice but will remain immediately due and payable.

6. FEES

- 6.1 The Customer shall pay to the Company a facility documentation fee (**Facility Document Fee**) in the amount set out in the Specific Terms on account of all legal fees, costs and expenses incurred by the Company in connection with or arising out of the preparation and negotiation of the Finance Document. The Facility Document Fee and any cost of the transmission of money's from the Company to the Customer shall be deducted from Drawdown.

- 6.2 If any amount payable under any Finance Document is not paid when due, the Customer agrees to pay to the Company:

- (a) a missed payment administration fee of £150. The administration fee under this clause 6.2.1 shall be payable within two Business Days of the date upon which the due but unpaid amount was actually due; and
- (b) a missed payment letter/email fee of £150 for each letter and/or email which the Company sends requesting payment of the due but unpaid sum up until the date that such sum is paid to the Company. The fee under this clause 6.2.2 shall be payable within two Business Days of the date of each letter/email.

7. COSTS AND EXPENSES

The Customer shall pay to the Company, on demand, all costs and expenses that the Company incurs in connection with the amendment, extension, alteration, preservation and enforcement of any of the Company's rights under any Finance Document.

8. INDEMNITIES

- 8.1 If the Company is or if the Company will be subject to any liability, or required to make any payment, for or on account of Tax or other loss in relation to a sum received or receivable or deemed to be received or receivable under a Finance Document then the Customer must pay to the Company an amount equal to the loss, liability or cost which the Company determines will be or has been (directly or indirectly) suffered.

- 8.2 The Customer must, within three Business Days of demand by the Company, indemnify the Company against any cost, loss or liability (including legal fees) incurred by the Company as a result of:

- (a) the occurrence of any breach by the Customer of any of the terms of the Agreement;
- (b) the Purchase Assistance (or part of the Purchase Assistance) not being prepaid in accordance with a notice of prepayment given by the Customer to the Company; and/or
- (c) the enforcement of, or the preservation of any of the Company's rights under any Finance Document and any proceedings instituted by or against the Company as a consequence of the Company having entered into a Finance Document.

9. REPAYMENT OF PURCHASE ASSISTANCE

- 9.1 Subject to clause 9.2, the Customer shall repay the Purchase Assistance, all accrued unpaid interest and any other Liabilities in full on or before the Repayment Date.

- 9.2 The Purchase Assistance will be repayable in equal monthly instalments on each Payment Date.

- 9.3 Any amounts repaid may not be reborrowed whether by early repayment or otherwise.

10. PURCHASING OBLIGATIONS OF THE CUSTOMER

The Customer shall purchase from ROK Drinks not less than the Minimum Purchase Order in every Period. In the event that the Customer fails to purchase the Minimum Purchase Order in any Period then, subject to clause 15.13, interest shall accrue and be payable in accordance with clause 5.3 for the Period(s) in which the Minimum Purchase Order was not met.

11. PREPAYMENT

11.1 Subject to the provisions of this clause 11, the Customer may upon not less than two Business Days' notice to the Company after the expiry of the Minimum Term, prepay all of the Purchase Assistance in full and discharge the Liabilities in full provided such prepayment occurs only on a Payment Date.

11.2 Subject to the due and timely compliance by the Customer with the terms of the Agreement and subject to no Event of Default having occurred the Company will allow the Customer the Write Off and the Company will apply such Write Off in reduction of the Purchase Assistance pro rata against instalments to be made by the Customer to the Company pursuant to clause 9.2 of the Agreement. Subject to the terms of the Agreement, the Write Off shall be applied on the last Business Day of the Period for which the relevant Minimum Purchase Order relates provided that ROK Drinks has received the full purchase price for the Products the subject of the Minimum Purchase Order.

11.3 The Company shall not be liable to apply the Write Off once the Purchase Assistance and any other Liabilities have been reduced to nil.

11.4 At no time shall the Company be liable to pay to the Customer the Write Off in cash and neither shall the Write Off be set off against any indebtedness that the Customer may have to the Company other than in respect of the Purchase Assistance.

11.5 If it becomes unlawful in any applicable jurisdiction for the Company to perform any of the Company's obligations as contemplated by the Agreement or to fund or maintain the Purchase Assistance or any part of the Purchase Assistance the Company will promptly notify the Customer upon becoming aware of that event and the Total Commitment will be immediately cancelled whereupon the Customer must repay or discharge the Liabilities in full on the date specified by the Company in the notification being no earlier than the first to occur of the Repayment Date and the last day of any applicable grace period permitted by law.

11.6 No amount of the Total Commitment cancelled under the Agreement may be subsequently reinstated without the Company's prior written consent.

12. REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants to the Company on the date of the Agreement and on each date thereafter whilst any of the Liabilities remain outstanding that:

12.1 the Customer has the capacity to execute, deliver and perform its obligations under the Finance Documents;

12.2 the Customer's obligations under the Finance Documents are legal, valid, binding and enforceable in accordance with their terms;

12.3 the Customer's entry into and performance by the Customer of the transactions contemplated by, the Finance Documents, do not and will not contravene or conflict with:

(a) any law or regulation or judicial or official order, applicable to the Customer; and/or

(b) any agreement or instrument binding on the Customer or the Customer's assets or constitute a default or termination event (however described) under any such agreement or instrument;

12.4 the Customer has taken all necessary action to authorise the Customer's entry into, delivery and performance of, the Finance Documents;

- 12.5 no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on the Customer or to which any of the Customer's assets are subject which has or is reasonably likely to have a material adverse effect on the Customer's business, assets or condition or ability to perform the Customer's obligations under the Finance Documents;
- 12.6 The information, in written or electronic format, supplied by the Customer, or on the Customer's behalf, to the Company in connection with the Purchase Assistance Facility and the Finance Documents was, at the time it was supplied or at the date it was stated to be given (as the case may be):
- (a) if it was factual information, complete, true and accurate in all material respects;
 - (b) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was fair and made on reasonable grounds;
 - (c) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
 - (d) not misleading in any material respect, nor rendered misleading by a failure to disclose other information, except to the extent that it was amended, superseded or updated by more recent information supplied by the Customer, or on the Customer's behalf, to the Company;
- 12.7 no litigation, arbitration or administrative proceedings are taking place, pending or, to the Customer's knowledge, threatened against the Customer, or any of the Customer's assets, which, in the Company's opinion, might reasonably be expected to have a material adverse effect on the Customer's business, assets or condition, or the Customer's ability to perform the Customer's obligations under any or all of the Finance Documents;
- 12.8 the Customer has all the necessary licences and authorisations whether in law or otherwise required for it to purchase and offer for sale the Products;
- 12.9 no individual comprising the Customer or any director (if a company) or member (if an LLP) of the Customer has been convicted of a criminal offence or is subject to on-going criminal proceedings or investigations which in the sole discretion of the Company if adversely determined would have or is likely to have an adverse effect on the market perception or brand of the Company and/or the Customer. The Rehabilitation of Offenders Act 1974 shall not apply to this clause 12.9 notwithstanding that a criminal conviction may otherwise be deemed "spent" as a result of that Act; and
- 12.10 each of the representations and warranties in this clause 12 (*Representations and Warranties*) is deemed to be repeated by the Customer on each date any Liability remains outstanding.

13. INFORMATION UNDERTAKINGS

The Customer undertakes to the Company that, as from the date of the Agreement until the Liabilities have been irrevocably discharged in full, the Customer will deliver to the Company:

- 13.1 at the same time, all notices or other documents dispatched by the Customer to the Customer's creditors generally;
- 13.2 at the same time as becoming aware of them, the details of any claim, litigation, arbitration or administrative proceeds which are current, threatened or pending against the Customer, which might, if adversely determined, have a material effect on the Customer's ability to perform the Customer's obligations to the Company under or pursuant to any Finance Document; and
- 13.3 promptly such financial or other information including without limitation "know your customer information" as the Company may, from time to time, reasonably request relating to the Customer or the Customer's business.

14. GENERAL UNDERTAKINGS AND PURCHASING OBLIGATIONS

- 14.1 The Customer will comply in all respect, with all laws of England and Wales and all terms of the Agreement; and

- 14.2 the Customer undertakes to purchase not less than the Minimum Purchase Order in every Period; and
- 14.3 the Customer undertakes to comply in all respects with all laws governing the sale of alcoholic beverages on the Premises and shall not sell or expose for sale any alcoholic beverages supplied by the Company other than from the Premises or such other premises as approved by the Company from time to time; and
- 14.4 the Customer shall not without the prior written consent of the Company act as a wholesaler of any of the Products.

15. EVENTS OF DEFAULT

Each of the events or circumstances set out in this clause 15 is an Event of Default:

- 15.1 the Customer fails to pay on the due date for such payment any sum payable by the Customer under any Finance Document;
- 15.2 the Customer fails to comply with any provision of any Finance Document including for the avoidance of doubt any representation, warranty and/or undertaking under the Agreement;
- 15.3 the Customer fails to comply with or breaches any terms of any agreement connected with the supply of the Products by ROK Drinks;
- 15.4 any monies borrowed by the Customer whether under the Agreement or otherwise is not paid when due;
- 15.5 any monies borrowed by the Customer whether under the Agreement or otherwise becomes due, or capable or being declared due and payable prior to its stated maturity by reason of an event of default (howsoever described);
- 15.6 any commitment for borrowed money whether under the Agreement or otherwise is cancelled or suspended by a creditor of the Customer by reason of an event of default (howsoever described);
- 15.7 the Customer stops or suspends payment of any of the Customer's debts, or the Customer is unable to, or admits its inability to, pay any of its debts as they fall due;
- 15.8 any action, proceedings, procedure or step is taken for:
- (a) the suspension of payments, a moratorium of any of the Customer's financial indebtedness, the Customer's insolvency or bankruptcy, a guarantor's bankruptcy where such guarantor has guaranteed the Customer's obligations and liabilities under the Agreement, a voluntary arrangement regarding any monies owed by the Customer or a scheme of arrangement in respect of monies owed by the Customer; and/or
 - (b) the enforcement of any security interest over any of the Customer's assets; and/or
 - (c) the enforcement of any security interest over any guarantor's assets where such guarantor has guaranteed the liabilities and obligations of the Customer under the Agreement or otherwise; and/or
 - (d) the Customer or any director (if a company) or member (if an LLP) of the Customer is convicted of a criminal offence or is subject to criminal proceedings or investigations which if adversely determined would in the sole discretion of the Company have or is likely to have an adverse effect on the market perception or brand of the Company and/or the Customer;
- 15.9 any provision of any Finance Document is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- 15.10 the Customer repudiates or evidences an intention to repudiate any Finance Document;
- 15.11 the Customer suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business;
- 15.12 any director or member (if an LLP), becomes bankrupt or by reason of illness or incapacity (whether mental or physical) becomes incapable of managing their own respective affairs;
- 15.13 the Customer fails to meet the Minimum Purchase Order in any two Periods (whether consecutive Periods or otherwise);

- 15.14 at any time after an Event of Default has occurred, the Company may immediately:
- (a) cancel all of the Company's outstanding obligations under the Agreement whereupon they shall immediately be cancelled; and/or
 - (b) declare that the Purchase Assistance (and all accrued interest and all other Liabilities outstanding under the Finance Documents) are immediately due and payable, whereupon they shall become immediately due and payable; and/or
 - (c) exercise any or all of the Company's rights, remedies, powers or discretions under the Finance Documents; and/or
 - (d) apply the interest rate under clause 5.2 to the Purchase Assistance or any part of it as if it were due but unpaid.

16. PAYMENTS

- 16.1 All payments made by the Customer to the Company under the Finance Documents shall be in Sterling and in immediately available cleared funds to the Company's bank account details of which are set out in the Specific Terms (or such other bank account as the Company may notify the Customer from time to time).
- 16.2 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.
- 16.3 All payments made by the Customer under the Finance Documents shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided that, if the Customer is required by law or regulation to make such deduction or withholding, the Customer shall:
- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
 - (b) pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding and provide to the Company with evidence of the same; and
 - (c) pay to the Company such additional amount as is necessary to ensure that the net amount received by the Company after the required deduction or withholding is equal to the amount that the Company would have received had no such deduction or withholding been made.
- 16.4 If the Company receives a payment that is insufficient to discharge all the amounts then due and payable under the Finance Documents, the Company shall apply that payment towards the Customer's obligations under the Finance Documents in the following order:
- (a) firstly, in or towards payment *pro rata* of any unpaid fees, costs and expenses owing to the Company, or any person acting on the Company's behalf under the Finance Documents;
 - (b) secondly, in or towards payment *pro rata* of any accrued interest and fees due but unpaid under the Agreement;
 - (c) thirdly, in or towards payment *pro rata* of any principal due but unpaid under the Agreement; and
 - (d) fourthly, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

17. SET-OFF

The Company may at any time set off any liability of the Customer to the Company against any liability of the Company's to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under any Finance Document. Any exercise by the Company of the Company's rights under this clause 0 shall not limit or affect any other rights or remedies available to the Company under the Finance Documents or otherwise.

18. CHANGES TO THE PARTIES

18.1 The Company may assign any of the Company's rights under the Finance Documents or transfer by novation any of the Company's rights or obligations under the Finance Documents.

18.2 The Customer cannot assign any of the Customer's rights or transfer any of the Customer's rights or obligations under any Finance Document.

19. NOTICES

19.1 Any notice or other communication given to a party under or in connection with, any Finance Document shall be:

- (a) in writing; and
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:
 - (i) the Customer at the address specified in the Specific Terms;
 - (ii) the Company at ROK House, Kingswood Business Park, Holyhead Road, Albrighton, Staffordshire, WV7 3AU. Fax: 01902 374603.

or to any other address, fax number or officer as one party to the Agreement may notify to the other by not less than five Business Days' notice.

19.2 Any notice or other communication that the Company gives to the Customer under or in connection with any Finance Document shall be deemed to have been received if delivered by hand, at the time it is left at the relevant address and if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting and if sent by fax, when received in legible form.

19.3 A notice or other communication which becomes effective in accordance with clause 19.2 on a day that is not a Business Day, or after normal business hours in the place it is received, shall be deemed to have been received on the next Business Day.

19.4 Any notice or other communication given to the Company shall be deemed to have been received only on actual receipt.

20. CALCULATIONS, ACCOUNTS AND CERTIFICATES

20.1 Any interest, commission or fee under any Finance Document shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and based on a year of 365 days.

20.2 The Company shall maintain accounts evidencing the amounts owed to the Company by the Customer, in accordance with the Company's usual practice. Entries in those accounts shall be *prima facie* evidence of the existence and amount of the Customer's obligations as recorded in them.

20.3 If the Company issues any certificate, determination or notification of a rate or any amount payable under a Finance Document, it shall be (in the absence of manifest error) conclusive evidence of the matter to which it relates.

21. PARTIAL INVALIDITY

If any provision (or part of a provision) of any Finance Document is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause 21.1 shall not affect the legality, validity and enforceability of the rest of the Finance Documents.

22. UNINCORPORATED ASSOCIATION

Where the Customer is stated to be a club which is an unincorporated association the signatory to the Agreement on behalf of the club warrants or if more than one signatory they jointly and severally warrant, that he, she or they (as the case may be) are members

or is a member of the committee of the club and is or are duly authorised to enter into the Agreement on behalf of all of the current members of the club and the committee of the club who jointly and severally accept liability under the Agreement accordingly.

23. PRODUCTS AND PRICES

The Company may adjust its prices with respect of Products from time to time including for the avoidance of doubt and without limitation where the Government has increased duty, impost or tax on such Products. Where the Company adjusts such prices the Write Off shall be increased by a percentage amount equal to the percentage increase in the price of a particular Product prior to such rise PROVIDED such increase in the price is not due to an increase in Government duty, tax or impost.

24. AMENDMENTS, WAIVERS AND CONSENTS AND REMEDIES

24.1 No amendment of any Finance Document shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative).

24.2 A waiver of any right or remedy under any Finance Document or by law, or any consent given under any Finance Document, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

24.3 A failure or delay by a party to exercise any right or remedy provided under any Finance Document or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm any Finance Document. No single or partial exercise of any right or remedy provided under any Finance Document or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm any Finance Document by the Company shall be effective unless it is in writing.

24.4 The rights and remedies provided under the Finance Documents are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

25. GOVERNING LAW AND JURISDICTION

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England.

The Agreement has been entered into on the date which the Customer has signed and dated the Specific Terms.