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Terms & Conditions

1. **INTERPRETATION:** The definitions and rules of interpretation apply in these conditions. Purchaser: the person or business who purchases the goods from the Company. Company: Syreford Quarries & Masonry Ltd. Contract: any contract between the Company and the Purchaser for the sale and purchase of the Goods, incorporating these conditions. Goods: any goods agreed in the Contract to be supplied to the Purchaser by the Company.
2. Unless previously withdrawn, quotations are open for acceptance in writing within thirty days from their date and the following terms and conditions apply to all sales to the exclusion of all previous proposals or communications. Variations or additional terms shall only have effect if expressly accepted by Syreford Quarries & Masonry Ltd (the company) in writing. Any waiver or breach of these conditions shall not prejudice the company's right in respect of any subsequent breach.
3. **PRICE VARIATION:** Prices are based upon the cost of materials, labour, equipment, transport and operation ruling at the date of the quotation. In the event of any variation in such costs between the date of the quotation and the date of delivery, the charge to the purchaser will be adjusted.
4. **EXTRA COSTS:** If the Company is required to make deliveries outside the normal working hours or in part loads or in the event that discharge is not completed within thirty minutes from arrival of the delivery vehicle, the Purchaser will be charged extra in accordance with the company's rates from time to time in force. Such costs to be subject to variation in accordance with clause to above.
5. **DELIVERY:**
 - (a) The Purchaser will provide a proper means of access to the purchaser's site, a safe and sound site and adequate manoeuvring space at the point of discharge. If in the opinion of the Company the access or site is unfit they may at their discretion refuse to complete the order. The full costs will be invoiced to the purchaser in such an event. Purchasers ordering vehicles off the public roads do so at their own risk.
 - (b) Save for death or injury or damage to property caused by the company's negligence, the Purchaser will indemnify the Company against damage or injury to the Company's property or employees or the property or persons of others including the purchaser and its employees occurring whilst the Company's delivery vehicles are on the Purchaser's site or place of delivery or any access.
 - (c) The Purchaser or an authorised employee or agent of the purchaser shall accept delivery and sign the delivery note. The Purchaser shall be bound by the signature on such notes of any person appearing to the driver of the delivery vehicle to be authorised to sign the same unless the purchaser has previously notified the Company in writing that only specified persons are so authorised. The company reserves the right to charge for the provision of copy delivery notes subsequently required by the purchaser as proof of delivery.
 - (d) Without prejudice to the provisions of clause 5(c) above the Company shall not be liable in respect of complaints relating to delivery of incorrect quantities unless it is notified within one working day of the time of delivery such complaint to be confirmed in writing within five working days. Failure to make any such claim within such period shall constitute unqualified acceptance of goods and waiver by the purchaser of all claims relating to defects in or non-delivery of the goods or delivery of the wrong goods as the case may be. Where such complaints are found to be justified the Company's liability shall be confined to making good any deficiency in quantity.
 - (e) The ownership of the materials shall pass to the Purchaser the moment either of its discharge from the delivery vehicle or its discharge from the Company's plant into any vehicle or receptacle provided by the Purchaser.
 - (f) Delivery vehicle shall mean any vehicle owned, hired, or contracted to or by the Company for the delivery of materials.
 - (g) Delivery dates and times mentioned in any quotation, order acknowledgement or elsewhere are approximate only and not of any contractual effect. The Company shall not have any liability for loss or damage (including loss of profit and consequential loss) to the Purchaser in respect of any failure to deliver on any particular date or times.
 - (h) Delivery of the Goods may be totally or partially suspended by the Company during any period in which it is prevented or hindered from such delivery by reason of any circumstances beyond its control (including but not limited to the default of any person, firm or company engaged by the customer) and such suspension shall not give rise to any claim by the Purchaser against the Company nor shall it give the Purchaser the right to terminate any agreement with the Company.
 - (i) If after confirming a delivery date and location and the delivery fails either because the customer was unavailable to accept the delivery or due to inaccessibility then the cost of the delivery is non refundable and a further delivery charge will be made if and when the product is delivered.
6. **RETENTION OF TITLE:** Notwithstanding the provisions of condition 5 (e) the Company and the Purchaser expressly agree that until the Company has been paid in full for any materials such materials shall remain the property of the Company and the Purchaser shall hold them as bail. If the purchaser sells the materials before payment in full has been made and if the Company requires he shall hand over to the Company all claims for payments against the sub-purchaser. So long as the property in the materials remains in the Company, the Company shall have the right, without prejudice to the obligation of the Purchaser to purchase the materials to take re-possession of the materials and for that purpose to go upon any premises occupied by the Purchaser. The Company may maintain an action for the price of materials, notwithstanding that property in the materials may not have passed to the purchaser.
7. **AVAILABILITY:** All offers to supply materials are made in good faith in accordance with circumstances applying on the date of the quotation and all orders are accepted by the Company subject to the materials or goods ordered being available unsold at the quarry when required by the Purchaser in the quantities needed if for any reason whatsoever material is not available or not available in sufficient quantities, or if the Company is obliged to close down or reduce output from the quarry from which it was intended that supplies should be made available, the Company does not undertake to deliver from any other quarry owned by the Company or from any other source nor shall it be liable for any loss sustained by the Purchaser due to the Company's inability to supply material as quoted.
8. **CANCELLATION:**
 - (i) Without prejudice to its rights at common law or otherwise the Company reserves the right to charge the Purchaser for all costs incurred as a result the cancellation or variation of the whole or a substantial part of an order at whatever stage together with loss of profit and all other consequential loss.
 - (ii) No cancellation of any daily requirement for supply can be accepted unless such cancellation is received at the Company's works in time to prevent that order being loaded. The purchaser will be charged in full for any materials loaded at the time of cancellation together with any costs of disposal.
9. **SPECIFICATION:**
 - (a) Subject to the provision that the goods are natural quarried materials and as such are liable to variation and the presence of other matters, materials sold by us shall be of the type shown on the front here of and shall accord with the specification stated as relevant by usage of the industry for the type stated.
 - (b) No specific warranty or guarantee is given other than in 9(a) above unless by express arrangement agreed in writing by the company and all other warranties and conditions are hereby excluded whether expressed or implied by law or otherwise and in particular the Company acts only as a supplier of materials to the order of the Purchaser and knowledge for the purposes for which the materials are intended to be used does not imply any warranty on the part of the Company as to the quality or fitness for that purpose of the materials to be supplied.
 - (c) The Purchaser shall indemnify the Company against all actions claims or demands by third parties against the Company howsoever arising directly or indirectly in respect of or in connection with the goods or the contract by the Company to supply the same upon the terms and conditions contained.
 - (d) The Purchaser is under a duty to:
 - (i) Specify the quality and properties of the Goods required at the time the order is placed and in any event before delivery is due.
 - (ii) Inspect the Goods on delivery or on collection as the case may be to ensure that the Goods are fit for their intended use.
10. **DEFECTS:** Subject as here in after mentioned the Company will make good, by replacement or otherwise, any defects in the material supplied (including failure to comply with any specification previously agreed in writing between the Company and the Purchaser. This warranty is subject to the following provisions.
 - (i) The Company will accept no responsibility for faults in or failure of the materials due to use in unsuitable applications or to the handling, treatment methods of placing adopted by the Purchaser after the materials have been delivered to site or loaded into any vehicle or receptacle provided by the Purchaser. The company will not be held liable for any deterioration or damage caused to delivered or installed materials arising from adverse weather conditions.
 - (ii) The Company will accept no responsibility unless the alleged defects are notified to the Company as soon as possible after their delivery (but in no case exceeding twenty eight days from the date on which the materials were supplied) and a written complaint quoting the number of this quotation is received promptly there after: Failure to make any such claim within such period shall constitute unqualified acceptance of goods and waiver by the Purchaser of all claims relating to defects in the goods.
 - (iii) The Company will accept no responsibility unless it has been given an opportunity of investigation any alleged defect of making representations as to any remedial action to be taken.
 - (iv) If a defect in the materials should have been revealed by examination on delivery the Company's responsibility in respect of such defect shall be limited to the delivery of a fresh supply of materials to replace the defective materials (without prejudice to the necessity for compliance with the provision of this paragraph.)
 - (v) The Company shall not be liable for any consequential loss suffered by the Purchaser or any customer of or Purchaser from the Purchaser as to which the Purchaser shall hold the Company fully and effectively indemnified whether this loss arises from breach of a duty in contract or in any other way (including loss arising from the Company's negligence.) without prejudice to the generality of the foregoing consequential loss and indirect loss shall include loss of profits, loss of contracts, damage to property of the Purchaser or anyone else and personal injury to the Purchaser or anyone else (except so far as such injury is attributable to the Company's negligence.)
11. **PAYMENT:** Terms for approved accounts are that payment is to be received by the Company not later than 28 days after the date of invoice. Non account Purchaser payment is due prior to despatch. The Company reserves the right to refuse to exclude any order or to suspend or discontinue deliveries if the arrangements for payment or the Purchaser's credit is not satisfactory to the account is overdue for payment and to charge interest on any balances overdue for payment at the rate of 8% over Bank Base Rate from time to time in force per annum. (In accordance with the Late Payment of Commercial Debt interest Act 1998).
12. **SEVERANCE:** If at any time any one or more of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions here of shall not in any way be impaired hereby.
13. **LAW:** These conditions and each and every Contract made personal there to shall be governed in all respects by and in accordance with the laws of England and the Purchaser hereby submits to the jurisdiction of the English Courts.
14. **APPLICATION OF TERMS:** Subject to any variation under condition 14(b) these conditions form part of the Contract to the exclusion of all other terms and (including any terms or conditions which the Purchaser purports to apply under any purchase order, confirmation of order, specification or other document).
 - (a) No terms or conditions endorsed on, delivered with or contained in the Purchaser's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
 - (b) These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company. The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.