





# **BOURNE AMENITY LIMITED**

## **STANDARD CONDITIONS OF TRADING 2007**

- 1 Unless otherwise expressly agreed to by us in writing our prices for materials are based on the cost to us of goods or materials, labour and transport (including the cost of conforming to obligations imposed by Statute or Government Order) ruling at the date when such prices were quoted or in the absence of a quotation when such prices were agreed. In the event of the cost to us of obtaining or delivering the materials or executing the work in question being increased directly or indirectly by reason of any subsequent fluctuation in such cost we reserve the right to make a corresponding increase or reduction in our prices to meet any such fluctuation.
- 2 We can accept no responsibility for failure to supply or for reasonable delay in supplying any materials or goods which may be due directly or indirectly to any act of God or force majeure, or any war in which Her Majesty is engaged, invasion, riot, civil commotion, military or usurped power, any legislation, Government Order, Regulation or Direction, any strike or lock-out, any fire, accident, breakdown of machinery, any shortages of labour equipment or spare parts affecting the production or transit of such materials or goods or any other cause of circumstances beyond our control or any abnormal conditions arising from any of the foregoing causes.
- 3 We do not undertake to deliver or collect any load over roads or other ground which we consider to be unsuitable. If a vehicle used for performing our contract with any customer delivers or collects a load to or from a place situated off a public road, the customer is to be solely responsible for any accident or damage resulting in consequence. Where the customer is using his own vehicle to deliver or collect any load the customer shall be solely responsible for any accident or damage arising in consequence. The customer is to provide free of charge reasonable assistance in unloading.
- 4 Any material sold will be replaced free of charge if we are satisfied that it was defective or not in accordance with the agreed specifications upon delivery and provided notice of the defect is given to us within twenty four hours of delivery. Except where the goods are of a type ordinarily bought for private use and where the customer is not buying or holding himself out as buying the same in the course of a business, the above condition is in lieu of all conditions or warranties of every kind whether expressed or implied by law or otherwise which are hereby expressly excluded and no liability (except in respect of negligence resulting in death or personal injury) is accepted for damage or loss of any kind whether caused by negligence or otherwise.
- 5 In no circumstances whatsoever except in respect of negligence resulting in death or personal injury, shall our liability (in contract tort or otherwise) to the customer arising under out of or in connection with any goods or materials supplied exceed the invoice price of the particular materials in regard to which complaint is made. We are not under any circumstances to be liable for any consequential loss or damage caused or arising by reason of late supply or any fault, failure or defect in any materials or goods supplied by us or by reason of the same not being of the quality or specification ordered or by reason of any other matter whatsoever.
- 6 The customer must be responsible for the suitability of the materials he orders. No claim on any ground other than alleged defective materials will be entertained.
- 7 All orders are accepted by us subject to the materials or goods ordered being available when required in the quantities needed. Where specific quantities are ordered or specified by the customer, it is the responsibility of the customer to order such volumes as may be required. Where volumes are specified either by the customer or the company, they will be quoted either by metric weight, or in the case of loose bulk materials (bark, compost etc.) according to the methods in force as specified by British Standards (BS EN 12580:2000).
- 8 Unless otherwise expressly agreed in writing our prices only cover delivery and working on normal working days and during normal working hours. All deliveries made or work done at the customer's request on Bank Holidays, Sundays, Saturday afternoons, and outside normal working hours, will be subject to extra charges.
- 9 Unless otherwise agreed by us in writing, the above terms and conditions shall apply to all orders placed with us. Any stipulations or conditions contained in a customer's order form which would conflict with any of these terms and conditions or in any way qualify or negate the same shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by us in writing when acknowledging the order in question.
- 10 Unless otherwise clearly stated in the quotation, our terms are STRICTLY NET for settlement on or before the last day of month following the date of invoice. Any queries or disputes regarding deliveries or services must be made verbally to Head Office within 24 hours and confirmed in writing within 7 days of completion of the work. Any queries regarding invoices must be made in writing within 14 days of receipt of invoice. Invoices under query will be held in a holding account and will become due immediately any dispute is resolved or under our normal settlement terms. No claims whatsoever against the company will be considered after the expiry of our normal credit terms. Overdue invoices will attract interest at the rate of 2% per month.
- 11 All quotations are exclusive of Value Added Tax.
- 12 Any quotation for materials is made at prices applicable to the quantities specified. In the event of the whole order as quoted not being placed with us, we reserve the right to revise our prices in respect of the materials actually supplied. In any event, an extra charge will be made when the customer requires deliveries to be made in quantities of less than a full lorry load of 16 tonnes.
- 13 Any statements in any quotation or contract made by us as to the time or date for delivery of materials or for completion or any work are to be treated as an approximate estimate. We can accept no responsibility if we are delayed or prevented directly or indirectly from delivering materials owing to the same being not available in the quantities needed or owing to labour disputes, civil commotion, fire, accident, breakdown of machinery, shortage of labour, force majeure, or any cause beyond our control.
- 14 Waiting Time - will be charged to the customer for time in excess of 20 minutes on site.
- 15 Title to goods shall not pass to the buyer until payment (including any interest due) has been made for those goods.