

SOUTH DOWNS FLINT LTD

Terms & conditions

The South Downs Flint Terms and Conditions of Sale.

By placing a Purchase Order with South Downs Flint the Customer agrees to the terms set out below.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01273 959199.

Application

1. These Terms and Conditions will apply to the purchase of the goods advertised on our website, catalogues, brochures or other form of advertisement or as specified by you (the **Customer** or **you**). We are South Downs Flint Ltd a company registered in England and Wales under number 8477538 whose registered office is at 9 Juniper Walk, West Sussex, BN43 6JE with email address info@flintblocks.com; telephone number 01273 959199; (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods;
5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
6. **Goods** means any goods that we supply to you, of the number and description as set out in the Order;
7. **Order** means the Customer's order for the Goods from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation.

Pricing

8. All prices quoted are exclusive of VAT, which South Downs Flint will charge at the prevailing rate in accordance with UK legislation in force at the time.
9. South Downs Flint reserves the right to change Product Specifications and prices without prior notice. Errors and omissions are excepted. Delivery is not included unless stated.

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9 Juniper Walk – Shoreham-by-Sea – West Sussex – BN43 6JE

01273 959 199 – 07745 302 983

info@flintblocks.com – www.flintblocks.com

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Order Procurement

10. For all orders an Official Company Purchase Order is required. Purchase Orders may be submitted by email to info@flintblocks.com
11. Purchase Orders must clearly show Company Registration Number and VAT Number (if applicable) in addition to standard delivery and invoicing information.
12. All order details shall be confirmed by an invoice sent to the Customer on completion of the transaction.

Credit

13. Credit accounts may only be opened at our discretion and are subject to satisfactory references.
14. We may set a maximum amount of credit allowable upon each account and withdraw credit facilities without explanation.
15. You agree that we may obtain, retain, and provide to third parties, references as to your financial standing.
16. Customers which habitually pay late will have credit facilities withdrawn and payment with order will be necessary until a satisfactory credit history has been established again.

Payment Terms

17. South Downs Flint's standard payment terms are net 30 days from date of invoice.
18. Any dispute or query regarding an invoice must be raised with South Downs Flint immediately upon receipt.
19. Withholding payment without informing South Downs Flint of a reason will generate an automatic breach of contract.
20. For non-credit account purchases, payment shall be with the order.
21. Time for payment shall be of the essence. You shall make all payments in pounds sterling and in full without any deduction.
22. If you fail to pay us any sum due on time you shall be liable to pay us interest on such sum at the annual rate of 4% above the base lending rate from time to time of the Royal Bank of Scotland Plc, accruing on a daily basis, or, at our option, interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002) from the due date for payment until payment is made in full, whether before or after any judgment, together with all costs and expenses incurred by us in recovering sums due or exercising our rights under this provision, including our debt recovery fees at a rate of 6% of the total amount outstanding.
23. Any change in the constitution of your organisation must be notified to us in writing prior to it occurring in order that credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our confirmation in writing. Until new credit facilities are agreed, the existing entity and any new entity shall be jointly and severally liable for any debt due to us.

Delivery

24. We will deliver the Goods to the Delivery Location by the time or within the period

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- agreed, or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.
25. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
- a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or if you told us before the Contract was made that delivery on time was essential; or
 - b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
26. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
27. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods.
28. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
29. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
30. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges, unless pre-agreed delivery charges apply.
31. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
32. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Product Returns and Refunds

33. Products purchased are not supplied on a sale or return basis unless defective.
34. Defective goods must be returned within seven days of receipt of invoice and a returns notice must be issued to South Downs Flint by email: info@flintblocks.com.

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Risk and Title

35. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.

36. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal

37. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

38. Once we have begun work you will be liable to cancellation charges: 50% of total order if work is not completed. 100% of order if order is complete.

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