

# SOUTH DOWNS FLINT LTD

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## Flint/Pebble blocks Terms and conditions

Please read all these terms and conditions.

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](mailto: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.

### Goods

8. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement.
9. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

### Basis of Sale

10. The description of the Goods in our website, catalogues, brochures or other form of

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advertisement does not constitute a contractual offer to sell the Goods.

11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay, which must be due to running out of stock or resources, a price or description mistake, inability to obtain your payment or other genuine and fair reason.
12. A Contract will be formed for the Goods ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or if earlier, the Supplier's delivery of the Goods to the Customer.
13. Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
14. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
15. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

## Price and Payment

16. The price of the Goods and any additional delivery or other charges for each type of the Goods, and the total price of them and the charges, is that set out in our price list current at the date of the Order or such other price as we may agree in writing. Prices on promotional literature exclude VAT.
17. 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. 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.
18. You must pay in cash or by cheque or bank transfer with your Order and we require cleared payment before delivery of the Goods.

## Delivery

19. We will deliver the Goods to the Delivery Location by the time or within the period agreed, or failing any agreement, without undue delay and, in any event, not more than

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30 days after the day on which the Contract is entered into.

20. 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.
21. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

## **Risk and Title**

28. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.
29. 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.

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## **Conformity**

30. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

31. Upon delivery, the Goods will:

- a. be of satisfactory quality
- b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us, expressly or by implication, regardless of whether that is a purpose for which goods of that type are usually supplied (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
- c. conform to their description.

32. It is not a failure to conform if the failure has its origin in your materials.

## **Circumstances beyond the control of either party**

33. In the event of any failure by a party because of something beyond its reasonable control:

- a. the party will advise the other properly as soon as reasonably practicable; and
- b. the party's obligations will be extended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

## **Excluding liability**

34. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession).

## **Governing law, jurisdiction and complaints**

35. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

36. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

37. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs

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customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

38. We aim to follow these codes of conduct, copies of which you can obtain as follows: Trading Standards'; Buy with Confidence available from [www.buywithconfidence.gov.uk/](http://www.buywithconfidence.gov.uk/)

## **Withdrawal**

39. 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.

40. 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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