

Strictly Confidential

Accounts

Please complete all relevant sections of this application form. Failure to do so may result in a delay in processing this application.

SECTION 1: COMPANY TO WHICH THE GROUP MONTHLY CREDIT ACCOUNT APPLICATION IS MADE

This Group Monthly Credit Account Application (the "Application") is made to Mick George Limited for itself and as agent for the Mick George Group of Companies. The Mick George Group of Companies means all companies which are now or may in the future be in the same group of companies as Mick George Limited and a company is in the same group if it is a subsidiary of Mick George Limited or a subsidiary of a company which is itself a subsidiary of Mick George Limited as defined in section 1159 Companies Act 2006 (or any company of which Mick George Limited is a subsidiary and any subsidiaries of such company) and includes, without limitation Mick George Environmental Limited, MG Recycling Limited, Mick George Earthworks Limited, Mick George Concrete Limited, Mick George Facilities Management Limited, Mick George Recycling Limited, DRBS (East) Ltd and Frimstone Ltd. (together the "Companies" and reference to "the Company" shall mean Mick George Limited or as applicable any of the Companies) and which shall for the avoidance of doubt include any such companies whether or not they shall continue to be a member of the Mick George Group of Companies.

SECTION 2: DETAILS OF THE BUSINESS APPLYING FOR AN ACCOUNT (THE "APPLICANT BUSINESS")

Legal Name:

Trading Name (if applicable):

Business Type: Limited Company Partnership Sole Trader LLP Other (please detail)

Company No (if applicable):

Invoice Address:

Tel: Mob: Fax:

Acc. Payable Email:

Sales & Tickets Email:

Registered Office Address (if difference from above)

Full names and addresses:
(i) of all directors and (if any) the company secretary (if a limited company)
(ii) of all partners (if a partnership)
(iii) of the sole trader (if a sole trader)

- If you do not wish to receive details of our latest promotions and offers please tick. www.mickgeorge.com/contact/privacy
- If any of the Mick George Group of Companies purchase goods or services from you please tick.
- If you agree to be contacted to process a contra please tick.

SECTION 3: BANKRUPTCY / INSOLVENCY HISTORY

Have any of the above Directors/Individuals/Partners been declared bankrupt or been involved either as director or shareholder with a company which has been wound-up or is the subject of insolvency proceedings? (If yes, please give details).

Has the Applicant Business, or (if appropriate) have any of the Directors or Partners of the Applicant Business, ever been unable to pay their debts within the meaning of section 123 or section 268 of the Insolvency Act 1986 (as appropriate) or have the same at any time entered into any formal or informal insolvency proceedings or arrangements with their creditors? (If yes, please give details).

SECTION 4: PARENT/HOLDING COMPANY DETAILS

If applicable, please give details of any parent or holding company of the Applicant Business:

SECTION 5: TRADE REFERENCES

Please give the full names, address, telephone number and email of three trade references (Builders Merchants are not accepted):

Name & Company Address:

Postcode: **Tel:** **Email:**

Name & Company Address:

Postcode: **Tel:** **Email:**

Name & Company Address:

Postcode: **Tel:** **Email:**

SECTION 6: CONTACT NAME FOR ACCOUNTS QUERIES

Please supply the name of the person to be contacted in relation to any account queries:

Name: **Position:**

SECTION 7: CREDIT LIMIT

Any Credit Limit that is authorised, can be allocated amongst the Mick George Group of Companies as Mick George Limited may from time to time in its absolute discretion allocate. You may request a different credit limit from time to time and we will consider your request but retain an absolute discretion as to what credit limit we offer you. We set out below when we may consider it appropriate to increase or decrease the credit limit we offer you:

1. The credit limit may be increased if the level of business (potential or actual) increased and/or the Applicant Business could support a higher credit limit.
2. The credit limit may be decreased if the level of business is below the assigned credit limit or if the Company has concerns about the Applicant Business' capability to make payment within 30 days of the date of the Company's invoice in accordance with paragraph 3 of Section 9 of this Application or otherwise from time to time in the Companies' discretion.

SECTION 8: DECLARATION AND AUTHORISATION

Please read and complete all 3 pages of the Application together with the Company's Standard Terms included before signing below.

1. The undersigned is duly authorised by the Applicant Business to open a credit account with the Company.
2. The Applicant Business makes this application to open a credit account with the Company.
3. The Applicant Business hereby consents to the obtaining of credit and/or other information to be used at any time in connection to the account applied for by this Application, and consents to, and authorises the release, of any credit and financial information by any bank, trade reference, mortgage holder, landlord, and credit reporting agencies, and expressly consent to the Company obtaining a consumer credit report of the undersigned, and a business credit report of the Applicant Business for the purposes of evaluating the credit worthiness of both.
4. The Applicant Business understands that payment is due within 30 days of the date of the Company's invoice, and if granted credit, the Applicant Business agrees to observe the Credit Account Terms at Section 10.
5. The Applicant Business hereby certifies that the information contained in the Application is complete and accurate.
6. The Applicant Business understands that the information provided is to be used to determine the amount and conditions of the credit limit to be increased or decreased.
7. The Applicant Business acknowledge(s) and accept(s) the Company's Standard Terms in relation to all goods and/or services ordered and/or provided to the Applicant Business by the Company.
8. The Applicant Business understands that any credit afforded by the Company may be allocated as the Company so requires between the Companies

Please print off this application and sign this page by hand. You may email a scanned copy to us.

Signed: (Director/Partner/Proprietor) **Print Name:**

Company Position: **Date:**

Please return with a copy of your company letterhead. A copy of the company's standard terms are included and available on the company's website: www.mickgeorge.co.uk/docs/files/Terms_and_Conditions.pdf

OFFICE USE ONLY

Account Manager:

Credit Controller:

SECTION 9: GUARANTEE AND INDEMNITY BY DIRECTOR(S) OF THE APPLICANT BUSINESS – REQUIRED WHERE THE APPLICANT BUSINESS IS A LIMITED COMPANY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE

1. (a) This Guarantee and Indemnity is provided to the Company, which expression shall include its successors and assigns.
- (b) References to the "Applicant Business' Obligations" are to all liabilities and obligations which the Applicant Business may incur now or at any time in connection with the provision by the Company of goods and/or services to the Applicant Business on credit (including any liabilities and obligations which exist at the date of this Application by virtue of business conducted between the Company and the Applicant Business prior to the date hereof) and include without limitation any goods and/or services from time to time supplied to the Applicant Business in excess of the credit limit, at the discretion of the Company.
- (c) References to the "Credit Facility" are to the agreement by the Company to provide goods and/or services to the Applicant Business on credit pursuant to the Application.
- (d) For the avoidance of doubt the consideration for the existing obligations and liabilities of the Company being covered by this guarantee is the grant of this Credit Facility.
2. In consideration of the provision of the Credit Facility, I the undersigned, or, where this Guarantee and Indemnity is signed by more than one director, We the undersigned jointly and severally, hereby:
 - (a) guarantee that immediately on demand by the Company I/We shall pay all of the Applicant Business' Obligations due and owing to the Company;
 - (b) guarantee the performance of the Applicant Business' Obligations;
 - (c) agree to indemnify the Company and keep the Company indemnified against all and any loss resulting from or arising in respect of the Credit Facility and/or any breach of the Applicant Business' Obligations and will pay such loss to the Company immediately on demand; and
 - (d) indemnify the Company in respect of all costs and expenses the Company shall have incurred in enforcing this Guarantee and Indemnity.
3. This Guarantee and Indemnity will not be affected by:
 - (a) any variation in respect of the Credit Facility, including without limitation the amount of credit provided, and whether or not I/We have consented to that variation;
 - (b) any other security guarantee or indemnity taken by the Company in respect of the Applicant Business' Obligations;
 - (c) any time or concession or indulgence given to the Applicant Business;
 - (d) any compromise with or settlement with or arrangement or composition or agreement to release or not sue the Applicant Business or any other guarantor or indemnifier;
 - (e) the impairment of any security taken in respect of the Credit Facility or the failure to realise or to enforce any such security or the failure to take any such security;
 - (f) the insolvency of the Applicant Business;
 - (g) any unenforceability in respect of the Applicant Business' Obligations against the Applicant Business; or
 - (h) I/we (or any of us) ceasing to be a director of the Applicant Business or otherwise ceasing to have any interest in the Applicant Business
4. I/We consent to the Company carrying out credit searches against my/our personal file(s) as detailed in Sections 10 and 11.
5. I/We are aware that I/We should seek independent legal advice before entering into this Guarantee and Indemnity.
6. We accept that you may rely on an electronic copy of this signed guarantee and indemnity

Please note, we can only accept an authentic signature. Please print off this application and sign. You may email a scanned copy to us.

Signature:

Print Full Name:

Date:

Residential Address:

SECTION 10: CREDIT ACCOUNT TERMS

1. The grant of any Credit Facility (as defined in clause 1(c) of the Guarantee and Indemnity to the Applicant Business is conditional upon:-
 - 1.1. the satisfactory completion of this Application in its entirety; and
 - 1.2. where applicable, the entering into of the Guarantee and Indemnity by the Directors of the Applicant Business.
2. I/We/the Applicant Business hereby authorise(s) the Company to make such enquiries relating to my/our/its credit standing as the Company considers necessary, and to check the bank and trade references supplied.
3. The Company may, from time to time, amend the credit limit applicable to the Credit Facility in accordance with Section 8 of the Application and notify the Applicant Business of such limit.
4. The Applicant Business shall provide a purchase order in respect of each purchase made under the Credit Facility.
5. The Company will submit a monthly invoice in respect of all purchase orders received in that same month. All invoices are due for payment in full within 30 days from the invoice date.
6. Any queries in respect of invoices should be notified in writing by the Applicant Business within 7 days of receipt of the invoice.
7. Invoices not paid on the due date may be subject to interest at 4% above the base rate of Barclays Bank Plc from the due date until the date that payment is received.
8. Amounts in excess of the credit limit which have not been agreed between the Company and the Applicant Business are to be paid immediately. The Company and/or its successors and assigns will be entitled to take action to collect all monies owing in full, whether the value exceeds the credit limit or otherwise.
9. The Company may terminate the Credit Facility at any time:
 - 9.1. on giving one months' notice in writing; or
 - 9.2. immediately on giving notice if the Applicant Business exceeds the credit limit where any excess has not been agreed between the Company and the Applicant Business and the Applicant Business fails to pay the amount of such excess in accordance with clause 8 or if it breaches any of these terms or the Company's standard terms and conditions (Standard Terms) attached to this form or if any of the following happens (or the Company reasonably believes is likely to happen):
 - 9.2.1. the Applicant Business fails to pay any undisputed amount due under these terms and conditions on the due date for payment and remains in default not less than 14 days after being notified in writing to may such payment; or
 - 9.2.2. the Applicant Business commits a material breach of its obligations under these terms and conditions and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
 - 9.2.3. the Applicant Business commits a series of persistent minor breaches which when taken together amount to a material breach; or
 - 9.2.4. the Applicant Business suspends, or threatens to suspend, payment of its debts or is unable to pay debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 9.2.5. the Applicant Business commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - 9.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Applicant Business; or
 - 9.2.7. a creditor or encumbrance of the Applicant Business attached or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 9.2.8. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Applicant Business; or
 - 9.2.9. a floating charge holder over the assets of the Applicant Business has become entitled to appoint or has appointed and administrative receiver; or
 - 9.2.10. a person becomes entitled to appoint a receiver over the assets of the Applicant Business is appointed over the assets of the Applicant Business; or
 - 9.2.11. any event occurs, or proceedings are taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to 9.2.10 (inclusive); or
 - 9.2.12. the Applicant Business ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
 - 9.2.13. the Applicant Business is a sole trader, in the event of bankruptcy of that individual.
10. The Applicant Business may terminate the Credit Facility at any time by giving the Company one months' notice in writing provided that all outstanding sums payable under the Credit Facility have been paid in full at the time such notice is given.
11. The Company shall not (to the fullest extent permitted by law) be liable to the Applicant Business under these terms and conditions (including if it is unable to comply with its obligations due to any event beyond its reasonable control).
12. The Company may vary these terms and conditions on giving not less than one months' written notice, and no other variations shall be valid unless agreed in writing by the Company and the Applicant Business.
13. These terms and conditions shall be governed by an interpreted according to the laws of England and Wales and both the Company and the Applicant Business agree to submit to the exclusive jurisdiction of the English courts.
14. If this application is signed and returned to the Companies electronically it is accepted that the Companies may rely on it whether or not the hard signed paper copy is returned to us.

These terms should be read in conjunction with the Company's Standard Terms (see www.mickgeorge.co.uk/documents).

In the event of any conflict between the Standard Terms and these terms and conditions, the provisions of these terms and conditions shall prevail.

SECTION 11: DATA PROTECTION AND CREDIT REFERENCE AGENCY SEARCHES

1. The Company is the data controller for the purpose of the Data Protection Act 1998.
2. The Company may collect and process any information you provide by completing this Application.
3. The Company may use information held about you:
 - 3.1. to carry out, if applicable, its obligations arising from any contracts entered into between it and you; and
 - 3.2. to make a search with a Credit Reference Agency in respect of either you, or those owners or directors of the Applicant Business whose details have been entered in the Guarantee and Indemnity – required where the Applicant Business is a limited company and who have agreed (by signing in the spaces provided) to provide a Guarantee and Indemnity to the Company and its successors and assigns. Should it be necessary to review the Credit Facility at any time, then a further search with a Credit Reference Agency may be sought. In all cases where any such search is made, the Company will retain a record of that search.
4. The Company may disclose personal information it holds about you to any member of its group, which means its subsidiaries, its ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
5. The Company will monitor and record information relating to the Applicant Business' trade performance and such records may be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and dealing with fraud prevention.

Mick George Credit Application

Proof of Signature

For all applications we require proof of signature, this can be in the form of:

- Driving Licence
- Legal document which clearly shows the Director/Partner/Proprietor's signature.

Without a copy of this documentation the application will therefore be rejected.

Sole Trader / Partnership Account Application

For all sole trader applications, we require 2 forms of identification.

Proof of name	Proof of address
Current signed passport	Utility bill (gas, electric, satellite television, landline phone bill) issued within the last three months.
Original birth certificate (UK birth certificate issued within 12 months of the date of birth in full form including those issues by UK authorities overseas such as Embassies High Commissions and HM Forces)	Local authority council tax bill for the current council tax year
EEA member state identity card (which can also be used as evidence of address if it carries this)	Current UK driving licence (but only if not used for the name evidence)
Current UK or EEA photocard driving licence	Bank, Building Society or Credit Union statement or passbook dated within the last three months
Full old-style driving license	Original mortgage statement from a recognised lender issues for the last full year.
Photographic registration cards for self-employed individuals in the construction industry – CIS4	Solicitors letter within the last three months confirming recent house purchase or land registry confirmation of address.
Benefit book or original notification letter from Benefits Agency	Council or housing association rent card or tenancy agreement for current year
Residence permit issues by the Home Office to EEA nationals on sight of own country passport	HMRC self-assessment letter or tax demand dated within the current financial year
Firearms or shotgun certificate	Benefit book or original notification letter from Benefits Agency (but not if used as proof of name)
National identity card bearing a photograph of the applicant	NHS Medical card or letter of confirmation from GP's practice of registration with the surgery.

MICK GEORGE TERMS & CONDITIONS

In the following Terms and Conditions Mick George group of companies is referred to as "the company" and the person to whom quotation is made is referred to as "the Customer".

1. Payment terms are nett monthly account unless otherwise stated and are then subject to the Customer having an approved credit account facility with the Company. Payments to the Company by the Customer shall be made within 30 days of the date of the invoice.
2. Any quotations that are given are open for acceptance by the Customer within 30 days from the date thereof (unless previously cancelled by the Company) and if not accepted within that time then any quotation given shall automatically lapse unless extended in writing by the Company.
3. The acceptance of any quotation by the customer shall include acceptance of the terms and conditions contained therein. Any other conditions shall be void unless a specific agreement has been made in writing between the Company and the Customer.
4. Any quotations given will be based upon current rates and conditions of labour costs of material transport and handling and adequate supplies of fuel and should such rates and conditions be increased by the Company prior to the date of the delivery of all or part of an order materialising from such a quotation then the Company will be entitled to increase the price of any part of the Order which had not been delivered at the time of the increase by the same percentage as the rise in the aforementioned rates and conditions whether such rise takes place before or after any acceptance of any quotation.
5. Any quotation given will not take into account Value Added Tax or other Tax (unless stated otherwise) and the Customer shall in addition to the contract price pay all Value Added Tax or other Tax to the Company and the Company reserves the right to increase any quoted price by the amount of any such Tax payable by the supplier. If such Tax or other Tax shall be levied after the date thereof shall vary prior to delivery whether such levy shall take place before or after acceptance of any quotation.
- 6(a). Any times periods or dates quoted for the despatch or delivery of goods by the Company are approximate only. They are not to be taken and are not intended to be agreed times periods or dates imposing any obligations on the Company to despatch or deliver within or by such times periods or dates.
- (b) The Company's obligation shall be to despatch or deliver within a reasonable time after the acceptance of any quotation. In assessing what is a reasonable time there shall be taken into account and full allowance shall be made in respect of, inter alia, the following factors affecting the Company, its subsidiaries, associated companies or suppliers, in favour of the Company.
 - (i) Act of God force majeure war hostilities (whether war is declared or not) in any part of the world.
 - (ii) Riots civil commotion invasion military or usurped power.
 - (iii) Any act of Parliament statutory instrument and any Bye Law or regulation of any Local Authority or of any statutory undertaking which comes into effect after the date of this quotation.
 - (iv) Any strikes or lock-outs or industrial action (whether official or otherwise).
 - (v) Any breakdown of plant or equipment used in the production or delivery.
 - (vi) Any shortage of labour or plant and equipment, road traffic accident or bereavement.
 - (vii) Any cause or circumstances beyond the control of the Company its subsidiaries associated companies or suppliers.
7. If any quoted price includes delivery it is in respect of delivery on normal working days i.e. Monday to Friday during normal working hours. All deliveries made at the Customer's request at any time outside normal working hours or normal working days may be subject to an extra charge. Bank holidays will not be deemed to be normal working days.
8. In the case of orders given by the Customer verbally whether by telephone or otherwise the record made by the Company of such order shall be conclusive and binding as to the type and quantity or product involved with the delivery point and the delivery date.
9. Materials offered ex stock are subject to being unsold on the receipt of orders.
10. The Company shall not be liable to the customer for breakage or damage in or caused to the goods supplied by the Company or for goods not being of merchantable quality or inferior quality or not fit for the purpose intended or in respect of any discrepancies in the goods supplied by the Company unless the Company shall have given written notification in respect thereof within three working days after the Company shall have supplied or delivered the said goods.
11. No shortage in respect of goods which are sold by weight and are the subject of any quotation will be recognised unless properly weighed over a public weigh bridge and certificates of weight produced within three working days after receipt of the goods which are alleged to be underweight.
12. The liability of the Company in respect of any defective goods or services supplied or provided by it shall be limited to the free replacement by the Company of such goods or services.
- 13(a). The use of the expression "delivery site" in any quotation shall mean that the Company by itself or by its contractors shall deliver the goods which are the subject matter of any quotation to the agreed delivery point by the lorry on a road or access which is suitable and safe in the opinion of the lorry driver. If the said road or access is not suitable or safe in the opinion the said driver the Company's obligation shall be to deliver such goods to the nearest accessible point so far as it is lawful.
- (b) The Customer shall unload the said lorry expeditiously and shall be responsible for the provision of all labour and tackle for so doing. The Customer shall be responsible for any demurrage or waiting time caused by any delay in unloading.
- (c) The Company shall not be liable for any damage or breakage during or subsequent to unloading by the Customer.
- (d) The Customer will indemnify the Company in respect of any claim loss or damage payable by the Company as a result of any claim arising out of the unloading of the goods howsoever occasioned. The Customer warrants to the Company that in pursuance of the requirement of the Health and Safety at Work etc. Act 1974 the Customer will provide safe working conditions within the site premises consistent with that Act (or any re-enactment of the same) and will ensure that the Company's personnel are not exposed to any risks to their health or safety.
- (e) The Customer hereby agrees to indemnify the Company against any liability loss damage expense or proceedings arising out of any claims by any employee of the Company or of its contractor pursuant to the above Act or statutory modification in respect of any incident or occurrence at the point at or on the road or access to which delivery is made. The Customer shall not be required to indemnify the Company for any claims which arise as a result of the Company's or its contractor's negligence.
- (f) The Company shall not be liable for loss, damage or otherwise which is caused to the Customer or its clients or contractors, site or property where the Customer directs the Company as to where to place the plant, equipment or goods. Further, the Customer undertakes that where in such circumstances loss or damage does occur, they shall not delay payment for the goods or services supplied by the Company.
- (g) The Customer is responsible for ensuring that all access to the delivery site is free and passable and that any right of way and/or permissions that are necessary for accessing the delivery site are obtained from any/all relevant third parties. The Customer will be responsible for any demurrage and/or waiting time caused by any delay incurred due to access being denied or not possible to and from the delivery site.
14. If goods are to be held in stock by the Company for the Customer the Company reserve the right to charge for storage space thereon and to invoice the amount thereof on monthly account until the time of actual delivery.
15. The Customer shall unconditionally warrant that any private roadways accesses main pipes manholes weighbridges or approaches under through which the Company its servants agents or contractors of their vehicles might have to pass in the performance of any obligation shall be suitable to withstand the weight of or load on any such vehicle and the Company shall not be liable for any loss, damage, expense or proceedings caused to such private roadways accesses etc.
16. If decorative concrete products form the subject goods of any quotation/acknowledgement of order or part thereof they will be supplied by the Company as near as possible in accordance with its own published description or specification but the Customer should be aware that the Company cannot guarantee that there will not be colour variations in any such goods supplied and cannot further guarantee that any repeat orders will not have such colour variations and all orders are accepted and executed on this basis. As small changes in colour can have a profound effect on the purposes for which decorative concrete products are to be used it is the responsibility of the Customer to satisfy himself before using any such goods that are suitable for his specific purpose in all respects. The Company cannot therefore accept any responsibility for any losses whether direct or consequential if the colour is incompatible.
17. If industrial sand forms the subject matter of any quotation or part thereof it will be supplied by the Company as near as possible in accordance with their own published description or specification. As small changes in quality can have a profound effect on the purposes for which industrial sand is to be used it is the responsibility of the Customer to satisfy itself before using the industrial sand that is suitable for the Customer's specific purpose in all respects. The company cannot therefore accept any responsibility for consequential losses if the sand is found unsatisfactory when used.
18. Any price stated in any quotation will be based on the full quantity of goods specified in any enquiry and any quotation will be open for acceptance by the Customer in respect of the said quantity of goods. If the Customer finds he requires a lesser or greater amount of the goods then he must ask the Company for a new quotation on the basis of the revised quantity.
19. All samples submitted by the Company will be from current production at the time of submission of such samples. Due to the variation in the seams/strata in the Company's Quarries or sites the material eventually supplied in bulk may not conform to the original sample but the Company will supply materials to conform to the relevant British Standards Specification if applicable.
20. Quotations are based on the assumption that the Customer will make provision for material to be stock-piled in the event of a breakdown of site plant/machinery or similar occurrence and should stock piling facilities not be provided and loads or part loads have to be returned to the Company the transport costs to and from the site and other incidental costs will be payable as an extra by the Customer.
21. The Company acts only as supplier of material to the order of the Customer and knowledge of the purpose 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 the purpose of the materials supplied.
22. If a quotation relates to the provision by the Company of a service (as opposed merely to the supply of goods) as a sub-contractor to a main contract placed with the Government any Government Department Local Authority Nationalised Industry or any other Body whatsoever whose contracts shall contain the Governments Contracts Counter Inflation Conditions then the Customer warrants to the Company that it and any other sub-contractor will comply with those Conditions and further agrees to fully indemnify the Company should either itself or any other sub-contractor be in breach thereof.
23. If aggregates form the subject matter of any sale or quotation or part thereof and it is the intention of the Customer to use the same for the production of concrete whether site mixed ready mixed lean mixed or otherwise then due to the very different reactions between aggregates and various types and quality of cement (which have profoundly different effects upon the same aggregates) the Company (whilst warranting that the aggregates will conform with British Standards Specification 882:1983) can give or make no warranty express or implied that the aggregates are suitable for making concrete with any particular type or source of cement and any sales or quotations are made on the basis that the Customer accepts that it is his own responsibility to ensure that the aggregates supplied or any of them will combine with the cement which he uses to produce concrete free from adverse interaction.
24. The Company acts only as a supplier of materials to the order of the Customer and does not hold itself out as consultant expert or designer in connection with the use of its products. Nevertheless, as a gesture of good will from time to time the Company may upon request provide free of charge suggestions with regard to the manner design and/or use of its products but such advice is given on the strict understanding that no liability of any kind either in contract or tort (including negligence) shall attach to the Company and/or its servants and/or its agents arising out of or in connection with or in relation to such advice.
- 25(a). The risk in the goods the subject of this quotation shall pass to the Customer upon delivery but equitable and beneficial ownership shall remain with the Company until full payment has been received (each order being considered as a whole) or until prior re-sale in which case the Company's beneficial entitlement shall attach to the proceeds of re-sale or to the claim for such proceeds.
- (b) In the event of full payment not having been received by the Company (each order being considered as a whole) then the Customer hereby irrevocably grants and permits the Company access to any property it shall own lease or which shall be under its control to enable the Company to collect and remove any of its products and/or materials which are in the possession of the Customer but in which the equitable and beneficial ownership has not yet passed to the customer in accordance with the provisions of sub-clause (a) hereof.
- (c) The Company reserves the right to charge the Customer (both before and after any judgement) interest of any amount unpaid at the rate of four percent per annum above the Barclays Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- (d) The Company reserves the right to make a reasonable charge to Customers for providing copies of delivery documentation relating to the delivery of the goods including, without limitation to the foregoing copies of delivery tickets.

26. All plant is hired under CPA model terms and conditions.

27. A minimum hire charge of 8 hours shall apply to all plant machinery and tipper lorries hired on a daywork rate unless otherwise agreed in writing.

28. In addition to the terms and conditions, as set out above any quotations given are also subject to the Conditions which appear on the face of any quotation and if there be any inconsistency between such Conditions and the Terms and Conditions appearing above then the Conditions on the face of any quotation shall apply rather than the above Terms and Conditions only insofar as there is any inconsistency between the two and save therefore all Terms and Conditions whether printed herein or on the face of any quotation will be applicable. 29. The Company shall not be held responsible for any personal injury or death caused by the supply of any of its goods or services unless caused by the Company's negligence.

30. Any damage caused to skips whilst in Customers custody possession or control shall be charged for at the Company's standard rate.

31. The Customer's signature or placing of any order shall be deemed acceptance of these conditions of sale.

32. How we may use an individual's information, and transfer of information

(a) If any individual or individuals is/are the Customer, the company will only use the respective individual's personal data as set out in the Mick George group of companies privacy notice from time to time and which can be accessed at <https://www.mickgeorge.co.uk/privacy-policy-cookie-restriction-mode>. Alternatively you may request a copy of that privacy notice to be emailed or posted to you by contacting the company via the following contact details:

Full name of the company to contact: Mick George group of companies

Email address: hello@mickgeorge.co.uk

Postal address: 6 Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire PE29 6XU

(b) If the information supplied by the Customer is not such personal data then the Company may freely transfer (to the extent that the law permits) the same for the purposes of the Company performing its obligations and benefitting from its rights under the agreement that is subject to these terms and conditions.

(c) If the information supplied by the Customer includes such personal data then the Company will only transfer such personal data in accordance with the provisions of the privacy notice referred to in clause 32(a) above. Accordingly, and without prejudice to the provisions of that privacy notice, the Company may transfer such personal data to the Company's bankers/financiers for the purposes of:

- Seeking credit insurance;
- Making credit reference agency searches;
- Facilitating credit control;
- Assessment and analysis (including credit scoring, market, product and statistical analysis); and
- Generally to protect the Company's business.

The Company will (in the case of it transferring personal data pursuant to this clause 32(c)) and upon written request by the relevant individual provide that individual with details of such bankers/financiers and any such credit reference agencies.

(d) The Company will not (unless it has first obtained the relevant individual's express opt-in consent to do so) share the relevant individual's personal data with any company outside the Mick George group of companies for marketing purposes.

(e) The Company and the Customer agree that the terms of the privacy notice (in such form as exists from time to time during the subsistence of the agreement (that is subject to these terms and conditions) are incorporated into that agreement.

33. DIVISIBILITY

(a) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment .

(b) If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph (a) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/served.

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