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

1. Payment terms are nett monthly 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 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 quantities given will be based upon current rates and conditions of labour costs of material transport and handling and adequate supplies of fuel and shall such rates and conditions be increased by the Company prior to the date of the delivery of any part of the 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 of the same by the same percentage as the increase in the aforementioned rates and conditions whether such increase 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 the date of delivery of any part of the Order.

6(a). Any times or 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 or dates imposing any obligations on the Company to despatch or deliver within or by times or periods or dates.

6(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 the factors affecting the Company. Its subsidiaries, associate companies or suppliers, in favour of the Customer.

6(c). In the event of the Company being unable to supply the quantity in question, the Company despatched or delivered shall be free from any obligation on the part of the Company in respect of any defects in the goods supplied by the Company.

6(d). Any non-compliance with any order or instruction of any Local Authority or of any statutory undertaking which comes into effect after the date of this quotation.

6(e). Any strikes or lock-outs or industrial action (whether official or otherwise).

6(f). Any breakdown of plant or equipment used in the production or delivery.

6(g). Any shortage of labour or plant and equipment, road traffic accident or bereavement.

6(h). Any cause or circumstances beyond the control of the Company or its subsidiaries associated companies or suppliers.

7. 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 ordered on stock subject to being unused on the receipt of orders.

10. The Company shall not be liable to the Customer for breakdown or damage in or caused to the goods supplied by the Company for or goods not being of merchantable quality or inferior quality or for not being provided in accordance with any of the guarantees or warranties referred to in the above.

11. No shortage in respect of goods which on any order or is to be supplied shall 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 such goods 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 available suitable place.

13(b). The Company shall not be liable for any damage or breakage during or subsequent to unloading by the Customer.

13(c). The Company will indemnify the Customer 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 however occasioned. The Company warrants to the Company to its servants or agents and suppliers that the Company shall not be liable for any damage or breakage during or subsequent to unloading.

13(d). The Company hereby agrees to indemnify the Company against any liability loss damage expense or proceedings arising out of any claim by any employee of the Company or of its contractor pursuant to the above Act or statutory modification in respect of Incendiaric attack, or any act of God or any act of the Company and its contractors or suppliers.

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 exist any 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 are to be formed on 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 sample or other written instructions and goods supplied and the Customer will accept that the Company reserves the right to carry out a colour balance who can guarantee that there will be no colour variations in any such goods accepted 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 despatch or delivery of the goods that the colours are suitable for the purpose in question.

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 its own published description or specification. As small changes in colour 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 himself before despatch or delivery of the 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 working days being subject to the Company’s current operation and availability of the site and other incidental costs will be payable on deficiency and extra to the contract.

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 contractor placed with the Government any Government Department Local Authority Nationalised Industry or any others industry whatever whose contracts shall contain the Governments Contracts Counter Inflation Conditions 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 agreements 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 material where site mixed ready mixed or otherwise then due to the variations in not uncommon materials in the concrete and other aggregates and concrete supplied and the Company (whilst warranting that the aggregates will conform with British Standards Specification 882/1983) can give no 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 supplier of material to the order of the Customer and does not hold itself out as an expert consultant 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 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 its agents and contractors 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 on delivery but equitable and beneficial ownership shall remain with the Company until full payment has been received (each order being considered as a separate order) and it shall be the Customer’s responsibility to cause the Company’s trade mark or whatever mark it may require to be affixed to the goods and the Company shall despatch or deliver such goods to the Customer’s premises where the said mark shall be affixed by the Customer at its cost and expense.

25(b). In the event of payment not having been received by the Company in relation to a whole then the Customer hereby irrevocably grants and permits the Company access to any property it owns lease or whatever other manner in which the Customer’s or its contractor’s negligence.

26. The Company reserves the right to charge the Customer for all losses or damages by the Company or its contractor’s negligence.

27. 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 insomuch 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.

(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/serviced.