

# 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](mailto: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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