

Definitions

In these terms and conditions the following meanings will apply:

“Company Signatory” Means a person authorised by us.

“Consumer” means any natural person acting for the purposes outside their trade, business or profession

“Contract” means the contract for the supply of goods

“Defect” means the condition or attributes of the goods

“Goods” means product supplied by us

“Terms” means the Terms set out in this document

“we” and “us” means St Albans Stone Limited

“you” means the person seeking to purchase goods from us.

Contract

2.1 All orders are accepted under the terms and conditions set out in these Terms. They can not be altered.

2.2 Quotations are invitations to treat only

2.3 Orders may be cancelled only with the agreement a company signatory and you will indemnify us against all costs, claims and losses incurred as a result of cancellation.

2.4 All measurements and designs including estimates and quotations are approximations only. And as such you indemnify us against all costs and claims relating to measurements and designs

2.5 Exact quantities are your responsibility to provide, we offer guidance and advice but this is not to be taken as part of the contract between us.

2.6 It is your responsibility to ensure the products you order are fit for the purpose for which you are using them. Any advice we give is without liability on our part.

Price

3.1 The price of goods is exclusive of VAT which is due at the rate of ruling on the date of VAT invoice

3.2 Prices listed or quoted are based on costs prevailing at the time when they are given. We shall be entitled to adjust the price at time of delivery by such amount as necessary to cover any increase sustained by us after the date of acceptance.

3.3 Prices quoted by us are applicable to the information and quantity provided by you at the time of order. We shall be entitled to change the amount at the time of delivery.

3.4 All Product is sold by Coverage to include a 10mm Joint throughout

Payment

4.1 All cash sales require full payment before despatch unless agreed in writing signed by both parties

4.2 In case of short delivery, you will remain liable to pay the full invoice amount for goods delivered or available for delivery.

4.3 you may not with hold payment of any invoice or any amount due to us by reason of any off set or counterclaim which you may have or allege to have for any reason whatsoever.

4.4 We shall be entitled at all times to off set any debt or claim of whatever nature which we may have. From you or any sums due from you.

4.5 Any return or refund will be by credit note only and never by repayment on offer.

Delivery

5.1 Delivery dates are given in good faith but are estimates only.

5.2 Time for delivery shall not be the essence of the contract

5.3 For avoidance of doubt, and without detracting from any other provisions of these terms, We shall not be liable for any damages whatsoever whether direct or indirect (Third Party) resulting from any delivery or delay in delivery of goods, or failure to deliver whether caused by our negligence or otherwise howsoever.

5.4 We reserve the right to make delivery in instalments and issue invoices retrospective of delivery. If we fail to deliver on any instalments this shall not entitle you to treat the contact as a whole reputed.

5.5 our prices quoted are ex-yard and do not include delivery unless stated, but we may make additional charges if we incur further costs or expense such as but not limited to, Outside of delivery hours, special requests.

5.6 You must provide the necessary labour required for the unloading of goods. Unloading is to be completed in reasonable speed. If our delivery vehicle is kept waiting for an excessive amount of time, we cannot complete the full delivery or we have sent additional staff to assist the unloading of goods a charge will be made.

5.7 If you fail to take a delivery, accept or collect goods within our discretion. We may charge additional costs.

5.8 If you collect goods from us, you are solely responsible for the size, weight and positioning of the load on the vehicle and shall indemnify us in respect of all costs, Claims, losses or expenses as a result of you collecting goods

5.9 If your goods are deposited other than your private property. You shall be responsible for all compliance regulations in taking appropriate steps for protection of all on site

5.10 You will indemnify us in respect of all costs, claims, losses or expenses we may incur as a result of delivery in accordance with your instructions.

5.11 We shall make a charge on all packaging returned including crates and pallets.

5.12 Our obligation is limited to delivery as near to the site as a safe, hard road permits

5.13 you must inform us at the time of order any road or traffic restrictions that will affect our ability to deliver, any additional charges will be made at this point.

5.14 Goods stored at our premises longer than 14 days from collection or delivery date may incur storage charges.

5.15 You must be on site to sign and assist the delivery driver unless pre approved written agreement signed by both parties.

5.16 Upon delivery you must ensure there is suitable space for delivery of goods.

Risk

6.1 Risk in the goods shall pass to you when the goods are delivered.

6.2 The ownership in the goods shall remain with us until you pay all sums due to us, whether in respect of this contract or not

6.3 we shall be entitled, at any time to recover any or all the goods in your possession that we hold title for. We our employers or agents may enter upon any premises occupied by you, or to which you have access to where the goods may be or believed to be situated

Returns

7.1 Returns will be accepted at our sole discretion, cancellation of an order will be accepted at our sole discretion and only if the supplier has not processed the order.

7.2 Breakages and damages must be reported within 3 days of delivery and in writing within 7 days of delivery.

7.3 Returns will not be entertained after 7 days of delivery unless written notice is given and subsequently approved by us.

7.4 All returns must be in saleable condition and must be in same condition as on delivery.

7.5 Returns will not be entertained on special or non-stocked orders.

7.6 Accepted Stocked item Returns are subject to a minimum 20% restocking fee.

Force Majeure

8.1 We shall not be responsible or liable for any failure to perform in whole or in part for any delay in performing any of its obligations under these conditions caused by act of god, War, Insurrection, Government restrictions/regulations, embargoes, strikes/walkouts, illness, flood, fire, equipment breakdown or any other cause beyond the control of us. Should any event occur, we at our discretion may cancel or suspend (Or Both) the contract without incurring any liability what so ever for any loss or damages.

Special Orders /Custom projects

9.1 All Special orders or non stocked products requiring special order. Will require a non refundable 50% deposit with the balance due on delivery.

9.2 All special orders and custom projects are non returnable and non refundable.

9.3 Lead times are an advisory only, any costs in delays will be carried by you and you indemnify us for all claims and costs.

Financial Condition

10.1 If the we the company shall consider that a consumers financial condition does not at any time justify the agreed terms of payment, we may, having given notice in writing to the customer, cancel any unfulfilled order or the contract. Unless the consumer shall forthwith make a payment to us for the goods already delivered or supplied by us, or the consumer makes prior payment for goods before delivery. We shall be entitled to cancel without penalty by notice in writing. Or the company goes in to liquidation, becomes insolvent or enters in to a composition with its own creditors

10.2 Each signatory to the contract agrees jointly and severally personally to guarantee the performance of the contract by the consumer, including any financial obligations arising from any change in credit limit or credit account facilities made by us from time to time. In the event of failure, default or non-compliance with the terms and conditions of the contract we have the right to proceed against a signatory personally.

Health and Safety

11.1 You are responsible for the safe and correct use of all products supplied by us, any and all advice given by us is not to be taken as accepting any liability in respect of the products supplied by us.