



Bentwaters Parks Ltd

CONTROL TOWER

RENDLESHAM

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TERMS AND CONDITIONS

[1] The Contract

- [a] Any quotation is given on the basis that only these Conditions of sale apply, any changes to be agreed in writing.
- [b] We contract to act as suppliers and hauliers.

[2] Time Limit

Any quotation is open for acceptance for 60 days from its date of issue and we reserve the right to reject an order received after that period or to withdraw this quotation on written notice at any time.

[3] Price

- [a] A quotation is based on the sale of the approximate quantity and specification of material. Also the method of delivery, which you have informed us that you will require.
- [b] We reserve the right to vary our prices at any time by giving you written notice of the variation, this will be based on price of raw material/road fuel.
- [c] Delivery charges are based on mileage and unloading time.
- [d] Prices apply to delivery within normal working hours (8am – 5pm) unless otherwise stated.

[4] Ordering

- [a] A minimum of 5 full working days notice must be given to the supplier before the delivery date.
- [b] Should any emergency delivery be requested (same or next day) a surcharge may be levied.
- [c] When ordering an approximate stock level will be requested in order for us to gauge how to load vehicle.

[5] Payment

- [a] You will pay all sums due to us in full in accordance with the following credit terms.
- [b] Payment: strictly nett at 30 days.
- [c] Credit limit: To be agreed – Credit Account application form on request.
- [d] Any credit facility may be amended or withdrawn at any time.

[6] Delivery & Health and Safety

- [a] You will provide and clearly indicate to the supplier a safe/accessible route to the point of discharge and shall indemnify us against any damage or loss resulting from any failure to do so.
- [b] If delivery point is inaccessible for any reason during agreed delivery hours, there will be a charge levied at the full load rate.
- [c] Ensure height/width clearance and turning areas for delivery vehicle is adequate, see vehicle spec sheet.
- [d] Any instructions for collect gate keys or access codes must be arranged with the supplier prior to delivery.
- [e] Customers must provide accessible hopper fill point. Customers must also provide in the case of closed blown delivery systems adequate diameter exhaust pipe which is accessible, without the need for ladders or steps. This exhaust pipe must be compatible with our dust bag capture system.
- [f] Where a delivery occurs in a workplace, it is a legal requirement for the employer/ site operator to provide contractors with appropriate Health and Safety information. A full risk assessment must be produced for each delivery site. The following points are to be considered within the risk assessment.
 - Route to delivery location from public highway.
 - Ground surface suitable for a delivery vehicle.
 - Adequate lighting.
 - Gates and entrances, obstructions, narrow routes, parked vehicles
 - Other traffic and uses to include pedestrians and vulnerable groups.
 - Reversing kept to a minimum, turning areas suitable for delivery vehicle.
 - Overhead obstructions for tipping vehicle (50ft clearance required).
- [g] Delivery driver has the authority to abort delivery if conditions are deemed unsafe.

[7] Termination

Each delivery of material may be invoiced separately and shall be paid for in full in accordance with condition [5].

We may without prejudice to our rights, refuse to effect any further deliveries in the event that you fail to pay any invoice in accordance with these conditions

[8] Title

The risk for damage to or loss of the material shall pass to you upon delivery but the property in the material shall not pass to you until full payment for the material has been made to us.

[9] Force Majeure

In the event of our inability to deliver material due to any Act of God, force majeure, riot, civil commotion, government order or legislation, fire, accident, strike, industrial action short of a strike, lock-out, adverse weather conditions, delays to our transport, breakdown of our plant or machinery, non availability of material from our available sources or due to any other matter over which we have no reasonable control we shall notify you and may suspend deliveries under this contract and shall not be liable for any loss or damage suffered as a result of any failure to deliver or delay in delivery.

Consent

I consent to the above terms and conditions

Name(s) _____

Company _____

Signature(s) _____

Date _____