



CLIVE EDWARDS CONTRACTS LTD

GROUNDWORK AND CONCRETE SPECIALISTS

CONDITIONS OF SALE AND DELIVERY

1. **WAITING TIME.** Prices are quoted on the assumption that no unreasonable delay in discharge will occur. Waiting time will be charged at £2.80 per minute unless otherwise agreed at time of ordering. As a guide the allocated discharge time of each delivery is 30 minutes plus 5 minutes for every cubic meter of concrete discharged. Anything over and above this will be deemed as an unreasonable delay. Delays deemed unreasonable include but are not limited to access to site being denied or obstructed, job not prepared in time for concrete or insufficient labour available. Employees of Clive Edwards Contracts Ltd will co-operate and be as helpful as possible but their time may be chargeable for works outside that which is needed to deliver concrete.
2. **ACCESS.** Each order is accepted by us on the understanding that your site can be approached by a hard road. Our driver is empowered to refuse delivery if in his opinion there is a risk of damage to his vehicle, you being responsible for costs incurred if the delivery is aborted. We accept no liability for damage caused to your roads or property or persons of others on the site by use of vehicle. You shall be liable to make good any damage caused to our vehicle, or harm to our personnel by reason of defects in the road or negligence on the part of you or your employees.
3. **WATER.** Quoted compressive strengths are based on a water content resulting in a slump range of 0-80 millimetres. Extra water effecting the strength and workability of the concrete is added only at the customer's request and risk.
4. **CANCELLATION.** No charge will be made for cancellation by you up to 2 (two) hours before time of departure except in the event when goods have been specially processed to meet your requirements, in this event you will be liable for expenses incurred by us. Consignments ordered and delivered to site must be paid for in full.
5. **DEFECTS.** Our liability in respect of defects in our ready mixed concrete (including failure to comply with specifications) is limited to costs of removal and replacement. We can only accept such liability where you can establish that:-
 - a. No additional water or other material has been added to the product after it has been declared by our agent or employee as ready for acceptance.
 - b. The sample tested has been taken during discharge from our vehicle in accordance with the relevant clauses of BS1881 and BS5328
 - c. All sampling, making, curing and testing of specimens has been carried out in accordance with the relevant clauses of BS1881 and BS5328
 - d. Test results have been interpreted in accordance with BS5328 or any specification previously agreed by us. It should be recognised that for a well controlled continuous production there is always the slight probability of a result occurring below the compliance and it is not normally possible to predict its occurrence.
 - e. References to the compressive strength in the specification shall unless otherwise agreed refer to compressive strength in concrete cubes, made, cured and tested in accordance with BS1881 and BS5328 by a UKAS approved test house.
 - f. You have notified us of any result indicating a possible failure to meet the specification as soon as the results are available.
 - g. We have been given the opportunity of investigating any alleged defect and of making any recommendations for any remedial works to be completed
6. **TEMPERATURE.** It is not recommended that concrete is laid in conditions of less than 3 (three) degrees Celsius. The conditions at the time of delivery and subsequent curing are the responsibility of the customer
7. **CONSEQUENTIAL LOSS.** We shall under no circumstances be liable for any consequential loss or damage.
8. **DELAYS.** We reserve the right to suspend or delay without penalty of any kind in the event of war, civil commotion, lockouts and other inclement weather conditions, delays in any type of transport, non-availability, plant or truck breakdown, traffic congestion or any road traffic incidents.
9. **PRICE VARIATION.** Quoted prices are based on the cost of materials and labour ruling at the date of the quotation. In the event of fluctuation of costs we reserve the right to make corresponding variations in prices after giving due notice.
10. **ACCEPTANCE.** This quotation is conditional upon written acceptance to us within 7 (seven) days of the quotation date.
11. **PAYMENT.** Quoted prices apply to payment by cash-on-delivery (COD) or by previously agreed credit arrangements. We have the right to refuse to execute an order or discontinue any deliveries if the arrangements for payment or your credit is not satisfactory or if your account is overdue for payment. You may not withhold payments due as a lien.
12. **PAYMENT TRANSACTION.** The amount indicated on the face of the Delivery Ticket, which is also our invoice, must be paid to our driver or any other representative of Clive Edwards Contracts Ltd before materials can be discharged. Our driver will provide you the customer with a copy of the Delivery Ticket acknowledgement of the payment. Terms are COD unless otherwise agreed. Subject to prior agreement we also accept payment by cheque, Debit card and Direct Bank transfer.

Ty Maen Farm, Colwinston, Nr Cowbridge Vale of Glamorgan, CF7 7NL

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