



### **General Information**

These are the Terms and Conditions of trading of Willow Turf Care - hereafter known as the "Company". Definitions used in these terms and conditions shall bear the meaning given to them on the face of this document. In addition, the "Specification" and the "Quotation" shall mean the Specification and Quotation specified on the face of this document.

These conditions apply to anyone (hereinafter referred to as The Customer) receiving a quotation from, placing an order with or entering into a contract of sale with the Company and shall prevail over any contradictory terms and conditions sought to be introduced by the Customer. The expression "the Goods" includes all goods, products, minerals, supplies and services sold to any Customer,

No addition or variation in the contract created by Customer's acceptance of this document shall be binding unless agreed in writing by the Company.

### **Commencement of Works**

Unless a specified date or period of commencement of work has been agreed between the parties the Company shall commence work as soon as he finds it practicable for him to do so.

The customer shall make all the arrangements reasonably required by the Company and without charge to enable the Company to commence work on arrival of workmen and/or Materials.

### **Quotations and Price Lists**

All prices included in price lists and on quotations are exclusive of Value Added Tax.

Any quotation for materials is made at prices applicable to the quantities specified. In the event of the whole order as quoted not being placed with us, we reserve the right to revise our prices in respect of materials actually supplied.

Any statement in any quotation or contract made by us as to the time or date of delivery of materials or for completion or any work is to be treated as an approximate estimate. We

can accept no responsibility if we are delayed or prevented directly or indirectly from delivering materials owing to the same not being available in the quantities needed or owing to

labour disputes, civil commotion, fire, accident, breakdown or machinery, shortage of labour, force majeure, or any cause beyond our control.

Waiting time will be charged to the customer for time more than 20 minutes on site.

Title to goods shall not pass to the buyer until payment (including any interest due) has been made for those goods. Furthermore, the Company reserves the right to reclaim those goods where payment has not been received within the agreed credit limits.

### **Payment**

Customer agrees that he will pay the contract sum together with any V.A.T. properly chargeable upon the contract sum within the Term period specified on each individual invoice.

The Company reserves the right to revise the rates stated in the Quotation consequent upon any increase in the cost of materials, goods, services, transport or other unforeseen contingencies.

The said rates assume that the soil and site conditions are as notified to the Company before the date of the Quotation.

If the Company encounters any rock or running sand, bog or other harmful materials or obstruction not previously notified then the quoted rate may be amended to take account of

incurred costs to the Company in carrying out the works.

Unless otherwise stated accounts are payable within 30 days of invoice date.

### **Suspension of Work**

The Company will be entitled to suspend work for the following eventualities:-

- Until payment in full is received from any interim invoice submitted in accordance with the payment terms specific to the Customer
- A winding up order being made, or resolution passed against Customer,
- Any termination or suspension shall be made without prejudice to any payment claim the Company might have. The Company will be entitled to full payment as specified in the quotation for work done and materials supplied up to the date of suspension.

Willow Turf Care

T: 07807080733

E: [richie@willowturfcare.co.uk](mailto:richie@willowturfcare.co.uk)

W: [www.willowturfcare.co.uk](http://www.willowturfcare.co.uk)

A: 8 Hill Farm Barns, Frocester Hill, Stonehouse, GL10 3TP



### **Risk and Title of Goods and Materials**

Any materials delivered to the customer's premises or a site or sites designated by the Customer become the responsibility of the Customer. The Company is not responsible for any loss, damage, pilfering or extra expense caused by such losses after delivery of materials to site. The risk in the Goods or materials passes to the Customer on delivery/collection (whichever is the earlier) but shall remain the sole and absolute property of the Company as legal owner until Customer has paid to the company the full price of the materials together with the full price of any other goods the subject of any other contract with the Company. The Customer may use the Goods in the course of his business but the right to use or continue using or to deal with the Goods shall cease if the Receiver is appointed of any of the Customer's assets, the Customer commits an Act of Bankruptcy or enters into liquidation or the Company sends written notice to the Customer revoking his right to use the Goods. Upon such an event occurring the Customer shall return the Goods to the Company and in default the Company may for the purpose of recovery of its Goods or materials supplied to Customer, enter any premises where they are stored or where they are reasonably thought to be stored and may repossess and resell the same. The Company may bring an action for the price of the Goods at any time after the price is due.

### **Delivery Access and Unloading**

Except where the delivery/collection is stated to be the "essence of the contract" no liability is accepted for delivery/availability for collection and the same does not entitle the Customer to cancel his order/contract. Orders/contracts may be cancelled if delivery/collection is delayed for more than 4 weeks by either party. The Customer is responsible for ensuring suitable access and unloading facilities (including personnel) at the delivery point. There may be an additional charge if extra costs are incurred or time wasted due to difficulties with delivery. The Company shall not be liable to make up short measures of the goods supplied unless advised of these within 3 days of delivery/collection.

### **Defects and Replacements**

The Company will rectify or (at its discretion) replace the whole or any part of the Goods which are defective due to poor or incorrect materials being used or which fail to comply with written specification provided that:

1. Notification of the defects is given to the Company as soon as they become reasonably apparent (and in any event within 4 weeks of delivery/collection).
2. The Company has reasonable opportunity to examine the Goods and the defects are known to have been present at delivery/collection.
3. The Goods are in the same condition as at delivery/collection and (if the Company decides on a replacement) are capable of being returned.
4. The Goods have been used in a normal manner.
5. Any Goods replaced become the property of the Company.
6. Save as referred to above the Customer is responsible for checking that the Goods are suitable at the time of delivery/collection and the Company accepts no responsibility for any loss or damage, nuisance interference or wastage of materials whatsoever due to the quantity, quality, difference from description or specification or composition of the Goods supplied (save for personal injury or death caused by the Goods due to the Company's negligence).
7. The customer is responsible for ensuring the suitability of the Goods and the suitability of the Goods in conjunction with any other Goods with which they are to be mixed or used. Accordingly, no condition, warranty or other terms expressed or implied, (by statute or otherwise) is given that the Goods (or any other Goods used in conjunction with the Goods) will be suitable for any particular use or purpose or that they will enable the customer to obtain any particular results or that they are suitable for use under specific conditions or provide any advice or information on these matters. Any representation made by or on behalf of the company is given on the understanding that the Customer will use his own skill and judgement before relying on the same and the Company accepts no liability for any inaccuracies in such representations.
8. To the extent that the Company is held liable to the Customer for any negligence, default, breach of duty or contract or misrepresentation, the liability of the company shall be limited to the value of the contract/order in relation to which the same occurred or £1000 (whichever shall be the greater) and in the event that any of the preceding sub clauses shall be deemed omitted from these conditions.



### **Force Majeure**

The Company shall not be liable in the event that delivery/collection of the Goods is prevented or delayed for any cause beyond the company's reasonable control of the force majeure or unavailability of supplies.

### **Small Order Surcharge**

The Company reserves the right to apply a small order surcharge to any individual order with a trade value of less than £150.00 exclusive of V.A.T.

### **Non-Payment of Invoices**

The Company reserves the right to charge compound interest at the rate of 5% per month on any invoiced amount, which remains unpaid by the due date as advised on the invoice.

### **Termination**

The Company reserves the right to terminate the contract/order in the event that there is reasonable cause to believe that the price of the Goods will not be paid in full when due. In

such circumstances the Company reserves the right to recover the value of any work on the Goods to be supplied which has already been undertaken, the price of Goods already supplied, the costs already incurred and any loss of profits to the Company consequent upon such termination.

### **Assignment**

The Company reserves the right to assign invoices raised further to the contract and the Customer undertakes to comply with reasonable requests from the assignee. We do not undertake to deliver/collect any load over roads or other ground which we consider to be unsuitable. If a vehicle used for performing our contract with any customer delivers or

collects a load to or from a place situated off a public road, the customer is to be solely responsible for any accident or damage resulting in consequence. Where the customer is

using his own vehicle to deliver or collect any load the customer shall be solely responsible for any accident or damage arising in consequence. The customer is to provide free of

charge reasonable assistance in unloading.

In no circumstances whatsoever except in respect of negligence resulting in death or personal injury, shall our liability (contract tort or otherwise) to the Customer arising under out of

or in connection with any goods materials supplied exceed the price of the particular materials in regard to which complaint is made. We are not under any circumstances to be liable

for any consequential loss or damage caused or arising by reason of late supply or any fault, failure or defect in any materials or goods supplied by us or by reason of the same not

being of the quality or specification ordered or by reason of any other matter whatsoever.

The customer must be responsible for the suitability of the materials he orders. No claim on any ground other than alleged defective materials will be entertained.

All orders are accepted by us subject to the materials or goods ordered being available when required in the quantities needed. Where specific quantities are ordered or specified by the customer, it is the responsibility of the customer to order such volumes as may be required. Where

volumes are specified either by the customer or the company, they will be quoted either by metric weight, or in the case of loose bulk materials according to the methods in force as

specified by British Standards (BS EN 12580:2000).

Unless otherwise expressly agreed in writing our prices only cover delivery and working on normal working days and during normal working hours. All deliveries made, or work done

at the customer's request on Bank Holidays, Sundays, and Saturday afternoons and outside normal working hours will be subject to extra charges.

### **Limitation of Liability**

The Company shall carry out the works as stated in the quotation with reasonable care and skill.

If Customer deems the work not to be of a reasonable standard, he will immediately or within 14 days of the date of final invoice on completion of the works notify in writing to the

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Company any such defects. The Company will examine same and should any examination show any failure to comply with the quotation shall repair or make good the relevant defect.

The Company will accept no liability whatsoever in the following:

Damage or defects caused by Customer

Damage or defects caused by circumstances beyond the control of the Company.

Damage caused to cables, gas, water, electric mains or sewers or any underground services, specialised sports playing surfaces or job specific materials, the existence, location and

depth which has not been disclosed to the Company in writing 7 (seven) days prior to commencement of works,

The failure of any drainage system to provide adequate drainage where such defect is mainly due to the design upon the basis of which the drainage was installed unless the design

was that of the Company in which case the Company shall not be exempted from liability except where the design was aimed at keeping costs as low as possible for Customer and

Customer was warned in writing that the design might be inadequate for his purpose.

Settlement of fill over drain runs or gravel in slits unless a specific agreement has been made in the quotation.

### **Indemnity**

Customers shall indemnify the Company against all liability loss damage or cost incurred by the Company by reason of:

Any act or omissions occurring during the execution of the works or the Company's compliance with its obligations hereunder insofar as such liability, loss, damage or cost has been

caused by the negligence or fault of the Customer, his employees, or agents.

Any claim made by a third party against the Company in the course of or arising from the execution of the works, act or omission during the course of the Company's compliance with its

Obligations.

### **Miscellaneous**

If any provision of these terms and conditions shall be determined to be invalid or unenforceable or illegal, then this shall not affect the validity of the remaining provisions of the terms

and conditions which shall be interpreted as if such provision had not been inserted.

### **Customers' Undertaking**

The Customer undertakes to provide adequate warning to their personnel, including their own customers, to heed caution during the Company's execution of the work and to respect

the safety of the Company's employees whilst executing the work. Any damage to vehicles, machinery or personnel will be chargeable to the Customer.

### **Job Specific Terms and Conditions**

Please note these are standard terms and conditions. Job specific terms and conditions may apply and will be detailed in writing before commencement of any work or ordering of any materials.

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