

Essex Groundwork Supplies Ltd - Terms and Conditions

1. Definitions

- “Company” means Essex Groundwork Supplies Ltd.
- “Buyer” means any individual or business purchasing goods from the Company.
- “Goods” means all building materials, groundwork products, and associated items supplied by the Company.
- “Contract” means the agreement between the Buyer and the Company for the supply of Goods.

2. General Terms

- These Terms & Conditions apply to all orders placed with Essex Groundwork Supplies Ltd.
- By placing an order, the Buyer accepts these Terms in full.
- No variation is valid unless agreed in writing by an authorised representative of the Company.
- The Company reserves the right to amend these Terms at any time.

3. Prices

- All prices are quoted exclusive of VAT unless stated otherwise.
- Prices may change without notice.
- Confirmed orders will be charged at the agreed price at the time the order is accepted.

4. Payment Terms

- Payment is required at the point of order unless a credit account has been approved.
- Credit account invoices must be paid within 30 days of month end.
- The Company reserves the right to charge interest on late payments at 8% above the Bank of England base rate plus reasonable debt recovery costs.
- The Company may suspend deliveries or withdraw credit facilities if payments are overdue.

5. Orders

- Account customers. Orders may be placed in person, by phone or email with a confirmed order number or name to be accepted.
- An order becomes binding once accepted by the Company.
- The Company reserves the right to refuse any order.

6. Delivery

- Delivery times are estimates and cannot be guaranteed.
- The Buyer is responsible for ensuring safe and suitable access for delivery vehicles. The delivery will only proceed to the end of the hard surface near the requested premises.
- If delivery cannot be completed due to access issues or Buyer absence, a re-delivery charge may apply.
- Delivery is deemed complete once Goods are unloaded at the delivery address.
- Risk passes to the Buyer at point of delivery.
- Deliveries that are supplied direct from the manufacturer or courier are subjected to their terms and conditions.

7. Collection

- The Buyer is responsible for securing loads and following site safety procedures.
- Risk passes to the Buyer once Goods have been collected.

8. Inspection of Goods

- The Buyer must inspect Goods upon delivery or collection.
- Any discrepancies, damages, or shortages must be reported to Essex Groundwork Supplies before the driver leaves the customers premises.

9. Returns & Cancellations

- Standard stock items may be returned within 14 days of purchase if unused, undamaged, and in resalable condition.
- Returns may be subject to a restocking charge of up to 30%.
- Non-Stock Items, bespoke or special-order items cannot be returned unless faulty. Please see our returns & refund policy for more details.
- Cancellations must be made promptly; special-order items cannot be cancelled once ordered from the manufacturer.

10. Risk & Retention of Title

- Risk in the Goods passes to the Buyer on delivery or collection.
- Ownership remains with Essex Groundwork Supplies Ltd until all sums owed are paid in full.
- If payment is not made, the Company reserves the right to reclaim Goods supplied.

11. Quality & Warranty

- The Company is not liable for faults arising from incorrect handling, storage, installation, or misuse of Goods by the Buyer.

12. Liability

- The Company’s liability is limited to the price of the Goods supplied.
- The Company will not be liable for loss of profit, business delays, or consequential losses.
- Nothing in these Terms limits liability for death or personal injury caused by negligence.

13. Force Majeure

- The Company is not liable for delays caused by events outside its control, including weather, supply shortages, transport disruption, or industrial action.

14. Data Protection & Governing Law

- Personal data is handled in accordance with current UK data protection laws and the Company’s Privacy Policy.
- These Terms & Conditions are governed by the laws of England and Wales, and any disputes will be subject to the exclusive jurisdiction of the English courts.