



Stoneway Paving & Resin Drives Ltd, Meadow View, Stamps Meadow, Longford, Gloucester, GL2 9DR

Gloucester 01452 768943  
Abergavenny 01873 739250

Forest of Dean 01594 540224  
Chepstow 01291 639175

[www.stonewaypaving.co.uk](http://www.stonewaypaving.co.uk)

[info@stonewaypaving.co.uk](mailto:info@stonewaypaving.co.uk)

## Terms & Conditions Quotation

### Definitions

"Agreement" is a reference to these Terms and Conditions, any quotation, the Order and the Payment instructions provided to you;

"Customer" "you" "your" and "yours" are references to you the entity or person ordering Goods from us;

"Goods" means the tarmac, block paving, resin or any other products supplied as part of the Services that we provide to the customer;

"Order" means the order placed by you for the services which is attached to these Terms and Conditions;

"Terms and Conditions" means the terms and conditions of supply set out in the document; and

"we" "us" and "our" are references to Stoneway Paving and Resin Drives Limited of Meadow View, Stamps Meadow, Longford, Gloucester, GL2 9DR

### Quotation and Ordering

- The quotation will be valid for 30 days from the date of the quotation and details the Services that you have required us to provide to you'
- Once we receive your signed order we will notify you if the order has been accepted by us either verbally or in writing and agree a start date for the Services.
- When you place an Order with us you accept that the Goods and Services will be provided in accordance with this agreement.
- Due to the nature of the Goods, they are not sold by sample. Any descriptions, samples, drawings, specifications and colours are illustrative only, are intended as a guide only to the final product and do not form part of this Agreement. We cannot be held liable if the final product does not conform to the original description. We reserve the right to substitute the Goods ordered with a suitable alternative which is substantially the same as the original Goods.

### Our Obligations

- Where we have agreed to provide our Services to you under this Agreement, we will do so with reasonable skill and care in accordance with accepted industry practice and standards. We will provide the services and deliver the Goods, as far as possible, in a timely manner in accordance with the lead times quoted to you however time is of the essence of this Agreement other than with respect to your obligation to make payment.
- You must notify us immediately if you find the Services or the Goods supplied to be defective in any way (which must be no later than 7 days of completion of the work) and allow us an opportunity to investigate and remedy the defect.
- Where we have agreed that the Goods are defective then we will supply suitable replacement Goods free of charge provided you have notified us of the defect within the required period. In no circumstances will we reimburse you for any rework or repairs which have been carried out by a third party without our express consent.

### On Site Requirements

- If we have agreed to attend the site to provide our Services to you, it shall be your responsibility to ensure that the site is suitable for the purpose, that there is an adequate power supply and water supply (which shall be provided at your cost), that toilet facilities are made available to us and that the work area is clear of all clutter and is well lit. We cannot accept any liability for any costs, damages or losses incurred by you or any third party as a result of your failure to disclose risks that you knew or ought to have known of.

### Prices and Payment

- The price for the Goods and Services shall be the prices set out in the quotation plus any other charges (including delivery charges) that we are entitled to make under this Agreement. Where a deposit is required this must be paid by you at the time you place your Order.
- An invoice will be issued to you upon completion of the Services. Value Added Tax (VAT) will be added to the invoice which is payable by you.
- All invoices must be paid on completion of the work, either by cheque or by bank transfer to our bank account or by card (which will result in a 5% surcharge)
- You are not entitled to set off any sum owing by you under this Agreement against any sum that we may owe you.
- Failure to pay on time may result in late payment charges which shall be calculated in accordance with The Late Payment of Commercial Debts (interest) Act 1998 (as amended) from the date the payment was originally due until the date of actual payment.
- We reserve the right to charge an administration fee for any late payment notices which we send to you in the event of your late payment. We also reserve the right to cancel any discount that we may have offered to you, to alter your payment terms and/or to suspend or cancel future deliveries in the case of late payment.
- If we are not paid we may instruct a debt collection agency or law firm to collect our payment (including any interest and/or late payment charges) on our behalf. In such circumstances you will be liable to pay an additional sum to us which will not exceed the reasonable costs that we may have to pay the debt collection agency or law firm, who will add the sum to your outstanding debt on our behalf.

## **Cancellation**

- You have the right to cancel your Order 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- To exercise your right to cancel you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract. In comparison with the full coverage of the contract.
- We reserve the right to cancel or suspend your Order at any time if you become bankrupt or insolvent, enter into any arrangement with your creditors or being a company go into liquidation or are wound-up or being a partnership, are dissolved or if, in our reasonable opinion, one of the aforementioned events is likely to occur. You must notify us in writing immediately if any one of the aforementioned events occurs.

## **Title**

- Full title in all Goods supplied by us shall remain fully vested in us until we receive payment in full for all monies owed to us. We shall be entitled to re-take possession of the Goods in the event of non-payment and you hereby grant us a non-revocable license to enter your premises for the purposes of recovering the Goods.
- Until such time as the property of the Goods passes to you, we shall be entitled at any time to require you to return the Goods to us at your cost, and if you fail to do so forthwith, to enter upon any of your premises or any third party premises where the goods are stored and repossess the Goods using reasonable force if necessary

## **Limitations of Liability**

- We disclaim any and all liability to you for the supply of the Goods and Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage, such liability is limited to the amount you have paid for the goods and/or Services. We cannot accept any liability for any loss, damage or expense including any direct or indirect loss such as loss of profits, to you howsoever arising.
- We shall not be held liable for any failure or delay in performing Services or delivering the Goods where such failure arises as a result of any act or omission which is outside our reasonable control such as an Act of God or those of third parties.
- We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to property and/or loss from claims of third parties arising out of the use of the goods of Services provided by us.
- We shall not be liable for any misrepresentations other than fraudulent misrepresentations.
- We do not accept any liability for any costs, losses or expenses that the customer may incur as a result of the specification being incorrect.
- If any of the resin develops a crack, this shall be cut-out, re-glued and blended to the best of our abilities.
- Nothing in these Terms and Conditions shall limit or exclude our liability for personal injury or death arising as a direct result of our negligence.

## **General**

- This Agreement constitutes the entire agreement between you and us. No other terms, statements, representations or promises whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and conditions and any other term or provision, these Terms and Conditions shall prevail.
- These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
- No delay or failure on our part to enforce our rights or remedies under the agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

Registered in England

Company Registration Number: 11654108      VAT Registration Number 328 5016 13

Company Registered Address: Unit 13 Highnam Business Centre, Newent Road, Highnam, Gloucester, GL2 8DN