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ACCOUNT APPLICATION FORM

Date :	
Name :	Business Name :
Home Address :	Business Address (if different) :
Town / City :	Town / City :
Postcode :	Postcode :
Tel No : (Landline)	
(Mobile)	
Email Address :	
Company Reg No : (if applicable)	
VAT No :	

BANK DETAILS

Bank Name :
Bank Address :
Account No :
Sort Code :

TRADE REFERENCES

Name :	Name :
Address :	Address :
Postcode :	Postcode :
Tel No :	Tel No :

Signed :	Name :	Position :	Date :
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I have read and understand the Terms and Conditions supplied with this Application Form



Country Garden Patio Centre Ltd Terms of Trading

(Revised 1st April 2022)

1 Business customers and consumers

- 1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
- 1.2 All other terms apply to all customers.
- 1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used during your business or if you use the goods during your business.
- 1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in italic type are legal words which clarify, rather than alter, the meaning of the relevant clause.

2 Price

- 2.1 The price quoted includes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 2.2 Our quotations lapse after 30 days (unless otherwise stated).
- 2.3 The price quoted excludes delivery (unless otherwise stated).

3 Delivery

- 3.1 All delivery times quoted are estimates only.
- 3.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
- 3.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and
- 3.2.2 if you cancel the contract, you can have no further claim against us under that contract.
- 3.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss or increase in the price of the goods).
- 3.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract.
- 3.5 We only allow 30 minutes for off-loading, unloading time in excess of this may be charged at £100 per hour.
- 3.6 We reserve the right to charge a reasonable sum for delivery of goods.

4 Delivery and safety

- 4.1 You must ensure that the premises (and access to them) are suitable for our delivery vehicle and safe for our staff.
- 4.2 We may abort a delivery or decline to deliver if:
- 4.2.1 we believe that it would be unsafe, unlawful, or unreasonably difficult to do so; or
- 4.2.2 the premises (or the access to them) are unsuitable for our vehicle.
- 4.3 Business customers: we may charge you for any delay caused to our delivery vehicle and for the cost of any abortive delivery.
- 4.4 Business customers: where goods are not unloaded within an hour of arrival, we may also charge you for demurrage (unreasonable delay caused to our delivery vehicle at the premises, for example by the presence of other delivery vehicles or shortage of labour to unload).

5 Delivery and risk

- 5.1 The goods are at your risk from the time of delivery.
- 5.2 Delivery takes place either:
- 5.2.1 at our premises (if you are collecting them or arranging carriage); or
- 5.2.2 at your premises (if we are arranging carriage).
- 5.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within five days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.
- 5.4 Goods are delivered on the understanding that they will be off-loaded directly to the side of the lorry. If the customer directs the lorry off the public highway, then the customer will become solely responsible for any resulting damage to the property or vehicle.
- 5.5 The Driver will make the final decision considering the request of the customer, the legal and the Insurance regulations

6 Payment terms

- 6.1 You are to pay us by cash or card before delivery unless you have an approved credit account.
- 6.2 Business customers: if you have an approved Business Credit Account, payment is due on or before the twenty-eighth day after the end of the month in which the goods were invoiced.
- 6.3 If you fail to pay us in full within a 60-day period from the issue of your statement date:
- 6.3.1 we may suspend or cancel future deliveries.

- 6.3.2 we may cancel any discount offered to you.
- 6.3.3 we may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
- 6.3.4 we may recover (under clause 6.9) the cost of taking legal action to make you pay.
- 6.4 If you have an approved business credit account, we may withdraw it, reduce your credit limit, or bring forward your due date for payment.
- 6.5 We may take any of those actions in 6.4 at any time and without notice.
- 6.6 Business Customers: you do not have the right to offset any money you may claim from us against anything you may owe us.
- 6.7 Consumers: you may only offset money you claim from us against money you owe us after giving full written details of your claim and with our written agreement.
- 6.8 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).
- 6.9 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
- 6.1 Consumers: clause 6.9 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we must take legal action, we will ask the court to make you pay our legal costs.

7 Title

- 7.1 Consumers: your statutory rights are unaffected.
- 7.2 Business customers: until you pay all debts you may owe us:
 - 7.2.1 all goods supplied by us remain our property
 - 7.2.2 you may use those goods and sell them in the ordinary course of your business, but not if: a. we revoke that right (by informing you in writing); or b you become insolvent.
- 7.3 Business customers: you must inform us (in writing) immediately if you become insolvent.
- 7.4 Business customers: if your right to use and sell the goods ends you must allow us to remove the goods.
- 7.5 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 7.6 You are not our agent. You have no authority to make any contract on our behalf or in our name.

8 Warranties

- 8.1 We warrant that the goods:
 - 8.1.1 comply with their description; and
 - 8.1.2 are free from material defect at the time of delivery (if you comply with clause 8.4).
- 8.2 Business customers: we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
- 8.3 Consumers: the warranty in clause 8.1 is in addition to your statutory rights.
- 8.4 If you believe that we have delivered goods which are defective in material or workmanship, you must:
 - 8.4.1 inform us (in writing), with full details, as soon as possible; and
 - 8.5 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 8.4) in full, we will (at our option) replace the goods or refund the price.
- 8.6 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
- 8.7 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

9 Specification

- 9.1 If we prepare the goods in accordance with your specifications or instructions:
 - 9.1.1 you must ensure that the specifications or instructions are accurate; and
 - 9.1.2 you must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.
- 9.2 We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.
- 9.3 Business customers: we also reserve the right to make without notice any minor modifications in our specifications designs or materials as we think necessary or desirable.

10 Return of goods

- 10.1 Once a product has been purchased and has been taken away or delivered, we will not offer a full refund for any unwanted or over ordered products unless:
 - 10.1.1 by prior arrangement (confirmed in writing or email).
 - 10.1.2 on payment of an agreed handling charge of 20% (unless the goods were defective when delivered) and
 - 10.1.3 where the goods are as fit for sale on their return as they were on delivery.

- 10.2 we accept no responsibility for incorrectly estimated quantities based upon the measurements provided by the Customer.
- 10.3 Any product which is found to be damaged once delivered will be exchanged on a like for like basis. The damaged item must be returned in full along with the original receipt within 14 days.
- 10.4 Cement, Bulk-bagged sand, aggregates, and any other bulk-bagged products cannot be exchanged or refunded.
- 10.5 We have the right to refuse refunds or exchanges. Refunds can only be offered within 14 days from the invoice date.
- 11 **Cancellation**
- 11.1 We may suspend or cancel the order, by written notice if
- 11.1.1 you fail to pay us any money when due (under the order or otherwise).
- 11.1.2 you become insolvent.
- 11.1.3 you fail to honour your obligations under these terms.
- 11.2 You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 11.1 then apply).
- 11.3 Products cancelled prior to collection or dispatch which have yet to leave our yard, will be subject to a 20% admin/restocking fee.
- 11.4 If you cancel your order, you will be responsible for the cost of returning/collecting the goods. This excludes ALL bulk bag products which CAN NOT be returned. All other products will be subject to a 20% restocking charge. We will be entitled to deduct the costs of removing the items from the amount to be credited to you.
- 12 **Waiver and variations**
- 12.1 Any waiver or variation of these terms is binding in honour only unless:
- 12.1.1 made (or recorded) in writing.
- 12.1.2 signed on behalf of each party; and
- 12.1.3 expressly stating an intention to vary these terms.
- 12.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
- 13 **Force majeure- business customers only**
- 13.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- 13.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
- 14 **General**
- 14.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive authority.
- 14.2 If you are more than one person, each of you is liable for all your obligations under these terms (joint and several liability).
- 14.3 If any of these terms are unenforceable as drafted:
- 14.3.1 it will not affect the enforceability of any other of these terms; and
- 14.3.2 if it would be enforceable if amended, it will be treated as so amended.
- 14.4 We may treat you as insolvent if:
- 14.4.1 you are unable to pay your debts as they fall due; or
- 14.4.2 you (or any item of your property) become the subject of **a.** any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); **b.** any application or proposal for any formal insolvency procedure; or **c.** any application, procedure, or proposal overseas with similar effect or purpose.
- 14.5 Business customers: all brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us, and you should not rely on them when entering any contract with us.
- 14.6 Business customers: any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by email) the other's registered office or principal place of business. All such notices must be signed.
- 14.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
- 14.8 The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:
- 14.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
- 14.8.2 which expressly state that you may rely on them when entering into the contract.
- 14.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

15 **Your Rights to Cancel When Buying Off or On the Premises.**

15.1 If buying off the premises under the *Consumer Protection (Distance Selling) Regulation 2000* you have the right to cancel. Your right to cancel will expire after fourteen (14) days, starting the day you receive the goods. If you wish to exercise these cancellation rights, please contact us.

16 **Colours**

16.1 Colour and shade variation can occur in natural and concrete paving slabs. Variation between batches can occur and it is recommended that before laying commences, slabs are drawn from the packs and mixed to suit.

16.2 Colours can change and weather over time, the way in which this happens is dependent upon the surrounding conditions. Strong sunlight, shade and naturally occurring variation in the aggregates used can all alter this. This is not detrimental to the use of the slabs in any way and will generally enhance the appearance as it creates a natural finish.

16.3 As with natural stone, small brown patches may appear. This is due to iron oxidation occurring, again this is not detrimental to the slabs and these marks will weather down in time.

16.4 All our decorative gravels are from quarries throughout the UK, we make every effort to display a true representation of the product colour, but please note there may be variations in colour.

17 **Dimensions.**

17.1 All sizes stated are nominal and may be subject to change.

17.2 All Estimated quantities given by our staff are to be taken as just estimates. Any paperwork including 'plans', 'layouts', or 'templates' are to be used only as a guide and are not to be taken as a defined instruction manual.

17.3 Slight variations in thickness may occur and Country Garden Patio Centre Ltd therefore recommends that slabs are always laid on a full mortar bed.

17.4 Small fissures may occur on larger individual concrete slabs as a result of shrinkage. This does not necessarily affect the long-term performance of the product.

18 **Paving Cleaning.**

18.1 We do not recommend the overuse of a jet pressure washer.

18.2 Washing your patio with a brush should be adequate but should you wish to use a cleaning product, use only ones that are recommended for the patio and follow the manufacturer's instructions.

18.3 Do not use de-icing salts on your patio, this can affect the surface appearance!

19 **Paving Sealing.**

19.1 Sandstone is very porous and will stain if wine, barbeque fats, etc. are spilt on it. However, it is not recommended that the paving is sealed immediately after laying. This is to allow time for the salts and minerals to come out of the paving (see 20).

20 **Efflorescence.**

20.1 On occasion you may notice white patches appearing on your patio, this is known as efflorescence. The condition may occur in natural and concrete products usually due to salts and minerals in the stone. This will disappear in time.

20.2 should there be any defects other than the above mentioned naturally occurring ones, we should be notified before the paving slabs have been laid.

20.3 Once the paving slabs have been laid, we cannot accept responsibility for any defects of the above-mentioned conditions.

21 **Liability**

21.1 Liability in respect of any statement, condition warranties and representations made on behalf of Country Garden Patio Centre Ltd is limited in accordance with the terms set out in the standard terms of sale.

21.2 Whilst every effort is made to give sound advice, Country Garden Patio Centre Ltd cannot accept responsibility or liability in respect of products being used for any purposes other than for those for which they were intended.

21.3 Due to continuous development, products may be subject to change without notice. Customers should check that information is up to date.