

1. Unless otherwise agreed in writing by a Director of the Company these terms and conditions apply to all sales by the Company and override any terms and conditions of the Customer.
- 2.1 Quotations are not fixed prices and may be adjusted to reflect changes applicable after the quotation date including, but not limited to changes in the price of raw materials, rates of wages, taxes, levies and other costs or as a consequence of the Customer's instructions or in the event that the Customer orders' part only of the quantity referred to in any quotation.
- 2.2 The Customer's Order Acknowledgement shall set out the agreed prices.
- 2.3 The Company reserves the right to make an additional charge:
 - (a) if the supply of goods is requested by the Customer in quantities of less than a full load;
 - (b) for factors beyond the Company's control;
 - (c) if the Customer changes the delivery date;
 - (d) if the quantities, types or specification of goods is changed;
 - (e) if the Customer delays issuing or fails to give instructions or adequate information in a timely manner.
3. The Company will endeavour to supply goods by any agreed date or period, but shall not be liable should it fail to meet such dates or periods arising from any cause beyond its control. The Company shall be entitled to defer supply until any monies due from the Customer have been received. The Company has the right to charge for any wasted journeys (unless caused by the Company or Companies Representative).
4. The Company reserves the right to make an additional charge if:
 - (a) Delivery is outside of normal working hours or on a bank holiday or public holiday;
 - (b) Delivery is not possible due to unsuitable delivery location or is delayed for more than 15 minutes following arrival at the delivery location;
 - (c) The Customer fails to give adequate delivery instructions or to obtain necessary authorisations for delivery at the delivery location.
5. Any order is accepted on the basis that the delivery point can be approached by good, hard roads, with adequate turning and unloading space. The Customer shall notify the Company of any restrictions in respect of access regarding width, height, weight or unloading hours. The Company reserves the right to refuse to make delivery if its driver considers the site conditions to be unsafe or likely to cause injury to persons or damage to vehicles or other property. Any costs will be chargeable unless the customer has before delivery given details, in writing, of all restrictions effecting delivery.

The Customer fully indemnifies the Supplier in relation to any damage to vehicles, kerbs, pipes, manholes or any other property as a result of unsuitable delivery location or inadequate supervision of unloading.
6. Any cancellations made after 15.00 hours on the day prior to delivery may be subject to an administration charge of £2.00 per tonne. Charges are applicable when 50% or more of the ordered volume is cancelled. Additional costs will be payable by the customer should the cancellation not come in time to prevent the loading of the vehicle or its departure from the place of loading.
7. Customers must ensure that any materials offered for sale by the Company are suitable for the purpose for which they propose to use them. No warranty is given that the goods are suitable for any particular purpose unless the customer shall first have advised the Company of all relevant factors relating to the particular purpose and the Company has confirmed in writing that the materials are suitable for that purpose. Any image or description on the Company's website or samples provided by the Company, is intended as a general indication of the goods supplied by the Company and shall not form part of the Contract. Colour variations occur naturally and we do not sell material based on colour.

8. Company's liability arising out of materials found at the time of delivery to be defective or not as ordered is limited to a replacement delivery.

No claims for defective materials or material not as ordered will be entertained unless the customer:

- a) Notifies the Company by telephone on the day of delivery.
- b) Confirms the complaint in writing to the Company within 48 hours of delivery.
- c) Allows the company all reasonable facilities to investigate the complaint.
- d) Should the material be used, it will be deemed as accepted by yourselves and no claims will be accepted.

No claims for consequential losses will be accepted.

9. The Company's terms of payment to account customers are nett monthly account. Overdue accounts will attract interest at 4% above HSBC Bank base rate, calculated from the date of supply of materials until the date when payment for materials has been received by the Company. Failure to pay will render the entire debt payable and interest will be charged on unpaid amounts in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2013. At no time shall deliveries be made if the account holder's credit limit is exceeded.
10. For purchases by customers without approved credit facilities, payment will be by bank transfer or credit/debit card. This must be cleared in our account 48 hours prior to delivery. Delivery date will not be confirmed until full payment has been received.
11. Orders placed with Bardo (Midlands) Ltd are divisible. Each delivery made thereunder;
 - a) shall be deemed to arise from a separate contract, and
 - b) shall be invoiced separately and any invoices for a delivery shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any contract
12. Waste Removal:
 - a) Unless otherwise agreed in writing, all material taken away from site, is price per load basis.
 - b) 15 minutes loading time is allowed within our material away pricing, should loading of our vehicle be delayed beyond this, loading time charges will be payable thereafter.
 - c) Removal of any waste by Bardo (Midlands) Ltd is subject to a full soil report and/or photos.
 - d) Materials are to be segregated before the company arrives on site, unless a mixed muck away is requested, priced and ordered. Should the material be mixed on arrival, the Company will take the material away and the additional costs will be passed on to the customer.
 - e) The Customer will indemnify the Company for any deviation of the material to be taken away soil from the documents sent for approval. Any material found to deviate from these documents the Company may do one of the following:
 - i) Refuse to accept the material and any wasted journey charges will be passed on to the customer.
 - ii) Require the customer to remove the material from the tipping point after collection of the material at the Customers cost
 - iii) Remove and dispose of the material to a place where the Company & Tip deems the material to be acceptable, and any additional costs will be payable by the customer.

Bardo (Midlands) Ltd will be indemnified by the Customer in relation of any charges or legal ramifications, in relation to any material to be removed
 - f) The Customer on placing the order, is deemed to have confirmed that the site will comply with all Legal processes, laws & regulations. See Part II Environmental Protection Act 1990
13. Please see our website www.bardomidlands.com for our new privacy statement and how we use your data. Please note our calls may be recorded for monitoring and training purposes.
14. Customer information will be used only for the purpose of quoting, processing, supplying and invoicing for goods. We may pass your information on to our credit insurers for the purpose of gaining a credit limit. No other third parties are given access to any personal data.