

## **Terms and conditions and Delivery policy**

D. J. L Haulage/ Loweroak Delivery Policy

### Summary Delivery

Deliveries are made using large vehicles and it is the customer's responsibility to inform the company if there may be an access problem, we aim to deliver as best we can but need your help!

The company will make every effort to deliver on the agreed date, but if for any reason the company is unable to deliver then no liability whether in damages or otherwise for delay of whole or any part of the goods ordered arising from any cause whatsoever. (see our full terms and conditions)

Delivery by the company shall be conditional upon access free from encumbrances and good roads being available to the delivery vehicles to the place of delivery.

The company will not accept any liability for damages to property caused during delivery.

If the vehicle needs to reverse a banksman should be made available by the customer, or the load will be returned and additional delivery charges will be incurred.

If the company, or its agent cannot gain access to the delivery address then additional costs may be incurred. The company may confirm the outcome by e-mail. In such cases that delivery, in the opinion of the company is not possible, then the company reserves the right to cancel the order. This above action must be completed before 2.00 pm on the day prior to delivery. E-mail confirmation of orders also request the customer to contact the company if a delivery problem may occur. Delivery vehicles need enough height to tip and it must be emphasized that the delivery vehicle must be able to park in an area where the delivery is to be made.

The customer, or somebody appointed by the customer, should be at the delivery point to accept the delivery.

Copy of disclaimer

Dear Customer

The product that you have chosen seems difficult to deliver onto your site. The driver will (at your risk) endeavour to carefully manoeuvre the vehicle to your required location but cannot accept liability for damage to the product or property that is caused as a result of this awkward delivery. Therefore

a) moveable obstacles should be moved prior

I understand that I am responsible for any damage caused during delivery and am aware of the company delivery policy:

.....Name.....date.....

.

Vehicle Reg:  
Driver Name:  
Time:

## **Full Terms and conditions**

### **1. INTERPRETATION**

1.1 "Seller" means Loweroak Ltd, [www.order.loweroak.co.uk](http://www.order.loweroak.co.uk), [www.loweroak.co.uk](http://www.loweroak.co.uk);

"Buyer" means the purchaser of the goods from the Seller;

"Goods" means the products, including such related services as may be agreed such as delivery, storage etc., being purchased by the Buyer from the Seller, notwithstanding that the related services may not be performed by the Seller personally.

1.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

1.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

### **2. PRICE OF GOODS**

2.1 Unless expressly stated or agreed otherwise, prices do not include value added tax, other taxes, import or export duties, or other impositions of any nature whatsoever. Any taxes, import or export duties or other impositions which the Seller may be required to pay under any existing or future laws upon or in respect of the sale, purchase, storage, delivery or transportation of the Goods shall be for the account of the Buyer. The Buyer shall pay the amount of such tax, duty or imposition to the Seller together with the price.

2.2 The price shall be paid in Sterling or such other currency as may be agreed between Seller and Buyer.

### **3. PAYMENT**

3.1 Payment will be affected without any deduction or set-off and regardless of any claim the Buyer may have against the Seller and regardless of any dispute between the parties.

3.2 If the Buyer fails to pay the price of the goods when due, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

3.2.1 cancel the contract or suspend the any further deliveries to the Buyer;

3.2.2 demand immediate payment of any amount unpaid under any contract between the Seller and the Buyer;

3.2.3 Charge the Buyer interest (both before and after any judgement)

3.3 The Seller shall be entitled to charge the Buyer for all costs incidental to the collection of any sums not yet paid and the interest payable.

### **4. DELIVERY**

4.1 Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

4.2 Unless agreed otherwise the Goods shall be dispatched by the Seller by such means of transport and in such way as shall be deemed by the Seller to be suitable.

### **5. RETENTION OF TITLE**

5.1 Notwithstanding delivery and the passing of risk of the Goods, or any other provisions of these Conditions, the property in the goods shall not pass to the Buyer until

the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

5.2 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's agent and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall be accountable to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured.

5.3 Until such time as the property in the Goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

## 6. CLAIMS

6.1 The Buyer shall inspect the Goods delivered by the Seller immediately after receipt.

6.2 Claims concerning the quality or quantity of the Goods delivered by the Seller shall immediately, but at the latest 7 days from the moment the Goods are available for inspection and in any event before such Goods are consumed or commingled by the Buyer, be lodged with the Seller by registered or recorded mail, failing which any claim in this respect shall cease to exist. Full particulars accompanied by an original report made by a recognised independent surveyor or analysis company shall be promptly, at the latest 15 days after the date of lodging the claim with the Seller, submitted to the Seller by registered or recorded mail, failing which any claim in this respect shall cease to exist.

6.3 In case of a claim the Buyer shall give due opportunity to the Seller and/or a surveyor or analysis company appointed by the Seller to investigate the Goods in dispute. The Buyer shall forward to the Seller without delay samples of the Goods in dispute.

6.4 Where any valid claim in respect of any of the Goods which is based on any default in the quality or quantity of the Goods is notified to the Seller in accordance with these conditions, the Seller and the Buyer shall agree an amount to be paid by the Seller to the Buyer in settlement of the Buyer's claim.

## 7. LIABILITY

7.1 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

## 8. INSOLVENCY

8.1 This clause applies if:

8.1.1 The Buyer becomes apparently insolvent, makes any voluntary arrangement with its creditors, becomes bankrupt or subject to an administration order or (being a company) goes into liquidation (other than for the purposes of amalgamation or reconstruction); or

8.1.2 any secured creditor or other claimant, takes possession of, or a receiver is appointed to, any of the property or assets of the Buyer; or

8.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

8.1.4 the Seller reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

8.2 If this clause applies then, without prejudice to any other right or remedy available

to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 9. FORCE MAJEURE

9.1 Should any circumstances arise which prevent the complete or partial fulfilment by either party of its respective obligations under the Contract, namely: fire, strikes, wars, riots, loss or destruction of the material, acts of elements, military operations of any character, blockades, embargoes, accidents, restrictions imposed by government authorities, failure of the Seller's supplier to make delivery to the Seller or any other circumstances beyond the parties' control, the time stipulated for the fulfilment of the Contract shall be extended for a period equal to that during which time such circumstances remain in force. Should these circumstances remain in force for more than three months, either party shall have the right to renounce any further fulfilment of the obligations under the Contract. In this case neither party shall have the right to make a claim for damages from the other. Any party claiming force majeure shall immediately advise the other in writing of the beginning and cessation of circumstances preventing the execution of its obligations.

#### 10. APPLICABLE LAW AND DISPUTES

10.1 Any disputes arising under or in connection with these Conditions or the Sale of the Goods shall be referred to arbitration by a single arbitrator in London appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the London Chamber of Commerce.

10.2 The Contract shall be governed and construed in accordance with English law.

#### 11. GENERAL

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered address or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 Waiver by the Seller of any specific default of the Buyer hereunder shall not be deemed a waiver of any other default of the Buyer.

11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions and remainder (if any) of the provision in question, shall not be affected.

## **Terms and Conditions additional for online, telephone and email orders**

### **CONDITIONS OF SALE**

#### **General**

In these conditions of sale:

The company means Loweroak Ltd, [www.order.loweroak.co.uk](http://www.order.loweroak.co.uk), [www.loweroak.co.uk](http://www.loweroak.co.uk).

Correspondence address: Ash Road, Wrexham Industrial estate, LL13 9UF

The customer and or buyer means any person contracting with the company for the supply of products or services.

Delivery means delivery by the company or any subcontractor employed by the company directly or indirectly.

These conditions may only be modified by a variation in writing signed on behalf of the company by a Director.

#### **Orders**

Submission of a purchase order online will be taken as agreement to these conditions of sale. When you click on the 'Submit Order Button' on the 'Check your order' page on the website We will treat the order as an offer by you to purchase the goods from us subject to these terms and conditions. After placing an order for goods, you may receive an e-mail

from us acknowledging that we have received your order and that that we accept your order and will be dispatching your goods (the Dispatch Confirmation). Your order constitutes an offer to us to buy goods. Please note that your offer does not mean that your order has automatically been accepted. All orders are subject to acceptance by us, and if we accept your offer, each order will be confirmed by us. The contract between you and us which incorporates these terms and conditions (Contract) will only be formed when we send you the Dispatched Confirmation email.

The Contract will relate only to those goods whose dispatch we have confirmed in the Dispatch Confirmation. Please check the Dispatched Confirmation carefully as we will not be obliged to supply any other goods which may have been part of your order. Any amendments to your order following our issue of the Dispatch Confirmation will be subject to availability Any order amendments must be made before goods are despatched, despatch may be up to three working days prior to delivery. A unique amendment reference will be returned with your amendment confirmation email; this will be needed in any further correspondence or dispute. We are unable to amend orders after despatch.

### **Supply of Products**

Products are sold under the express understanding that: contracts for the supply of goods or services to retail or domestic customers are governed by The Sale of Goods Act 1979 (as amended) and supplied in compliance with, The Consumer Protection (distance selling) regulations 2000 as amended by S1689 2005. Any customers contacting in the course of their business are excluded from Consumer protection legislation and are contacting with the company on a business to business basis.

- The customer fully is made aware that Gravel, Slate, soils and Barks and other stone products are natural products. We cannot guarantee that the appearance and/or colours of products shown on this site exactly reproduce the appearance and/or colours of the physical products themselves. Natural products may show some colour variations. All sizes quoted are approximate.

All prices quoted by the company for the sale of Gravel and stone products include the cost of standard local delivery (SLD) unless otherwise stated. All quantities stated are for guidance only, we use a 0.6m<sup>3</sup> loading bucket (bagging bucket BB) for **All** collections and deliveries, this we feel ensures everyone has the same quantity.

### **Payments**

- We take payment from your card or PayPal account at the time we receive your order, once we have checked your card or PayPal details and stock availability. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods. Additional Terms and Conditions for payments made by paypal can be found at [www.paypal.co.uk](http://www.paypal.co.uk) . (Loweroak Ltd is not responsible for the content of external websites)

To ensure that your credit, debit, charge card or PayPal account is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. We may also telephone your landline contact. By accepting these

terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, credit checks are not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

- The price you pay is the price displayed on this website at the time we receive your order apart from the following exception:  
While we try and ensure that all prices on our website are accurate, we are only human and errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.
- The company require any complaint to be made in writing by the customer within 48 hours of collection or delivery. If the customer is dissatisfied with the product then it must be returned to the company within 5 working days after the complaint has been logged. A refund will then be made for the original purchase price. Customers are required to pay by credit card/debit card at the time of ordering. Prices quoted are all-inclusive & SLD unless otherwise stated.

### **Delivery**

The company will make every effort to deliver on the agreed date, but if for any reason the company is unable to deliver then no liability whether in damages or otherwise for delay of whole or any part of the goods ordered arising from any cause whatsoever. Delivery by the company shall be conditional upon access free from encumbrances and good roads being available to the delivery vehicles to the place of delivery. The company will not accept any liability for damages to property caused during delivery. If the company, or its agent cannot gain access to the delivery address then additional costs may be incurred by the buyer/customer, any redeliver requests will be subject to a haulage charge of £5.00 mile (road miles from depot). Deliveries are made using large vehicles and it is the customer's responsibility to inform the company if there may be an access problem. The company will confirm the outcome by e-mail. In such cases that delivery, in the opinion of the company is not possible, then the company reserves the right to cancel the order. This above action must be completed before 2.00 pm on the day prior to delivery. E-mail confirmation of orders also request the customer to contact the company if a delivery problem may occur.

### **Company Premises**

The customer will at all times be responsible for the security and insurance of their equipment. The customer will comply with all requirements of Health & Safety Legislation.

### **Working Days**

Working days are Monday, Tuesday, Wednesday, Thursday, and Friday. Saturday and Sunday are not working days.

These conditions and any contract or variation are governed by the law of England. Any disputes arising from these conditions or any contract or variation entered into by the company with the customer which cannot be settled in the ordinary course of business shall be referred to a single arbitrator in accordance with the arbitration act 1950 or any modification thereof for the time being in force.

This policy does not affect your statutory rights

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