

Flo Pro Southern Ltd - Terms & Conditions of Sale

1 DEFINITIONS

“Company” means Flo Pro Southern Limited a company registered in England and Wales. Our company registration number is 12665277. Our registered VAT number is 372706588. You can contact us by telephone on 07525 944256 or by email at info@flo-pro.co.uk or our postal address: Riverside Yard, Hawley Road, Blackwater, Surrey, GU17 9EP. “Buyer” means the person or company whose order for the Materials & Service are to be supplied. “Materials” means the goods or services to be supplied by the Company and includes all ready mix products. “Conditions” means the standard terms and conditions of sale and any variation thereto which is agreed in accordance with the term’s hereafter. “Contract” means the contract for the supply of Materials incorporating these conditions.

2 BASIS FOR SALE

2.1 Contracts made by the Company with the Buyer for the supply of Materials, are subject to the terms and conditions set out herein.
2.2 No variation of these terms and conditions shall have any effect unless specifically incorporated into the Contract or accepted by the Company in writing.
2.3 An acceptance by the Buyer of the Goods shall be deemed to be an acceptance that these terms and conditions are incorporated into the Contract to the exclusion of all others.

3 QUOTATIONS, ORDERS & SPECIFICATIONS

3.1 Any quotation is given by the Company on the basis that no Contract will come into existence until the Company accepts the order by dispatching an Invoice for the order to the Buyer. Quotations are valid for a period of 30 days from its date unless the Company has previously withdrawn it. The price quoted in any quotation may be varied by the Company at any time giving not less than seven days written notice and the varied price shall apply to all orders delivered in accordance with these Conditions after the date specified in the notice.
3.2 The Company reserves the right to charge the Buyer an additional charge where (i) the supply of Materials is required outside the Company’s normal working hours; (ii) delivery of material is required in part loads rather than full loads; (iii) for any reason the delivery vehicle is unable to discharge its load within 30 minutes of arrival at the Buyers site and (iv) the Buyer requires additional quantity of Material to complete the screed, above quantity ordered and specified on the Companies Invoice.
3.3 The Buyer shall be responsible for ensuring the accuracy of the quantity Material specified in their order to the Company.

4 PRICE

4.1 The price payable for the Materials shall be the price stated on the Company’s Invoice or the Company’s ruling at the date of delivery. The price, unless otherwise indicated, is exclusive of Value Added Tax (VAT).
4.2 In the event of a variation in the cost of materials (including quantities), transport, labour, maintenance of machinery or any other cost to the Company in order to perform the Contract the Company may make a corresponding increase in its prices or cancel the Contract.
4.3 The Company will charge the Buyer £45.00 plus VAT per 15 minutes for waiting time if this occurs during the point of delivery of Materials (from arrival on site to completion of the service).

5 PAYMENT/CANCELLATION

5.1 Payment for the Material & Service must be received by the Company within 24 hours upon receipt of the invoice or the booking slot will be lost. The Company may refuse (whether under this Contract or other contracts with the Buyer or an associated company of the Buyer) to accept or complete any order, suspend supplies, impose special conditions or cancel the Contract where the Buyer fails to comply with these Conditions.
5.2 Additional charges incurred on the day of delivery, must be settled immediately.
5.3 Payment can be made via BACS or via the card payment link on the invoice.
5.4 The Buyer will be liable for all costs and charges in full of the Contract value if the contract cannot be carried out on the day of delivery through no fault of the Company. The Buyer shall also be liable to all costs relating to disposing charges for non-discharged loads.
5.5 If the Contract is so cancelled or suspended, the Buyer shall indemnify the Company, on demand, against all losses, costs, damages, charges and expenses arising out of the Contract or the cancellation or suspension thereof.
5.6 Cancellation or variation of the whole or any part of the Contract is required by the Company from the Buyer before 48 hours of the pour time as stated on the invoice and refunded.
5.7 If cancellation instructions are received within 48 hours of the pour time, then a cancellation fee of £300 will be charged.
5.8 Failure to make payment will result in action taken out against the Buyer to recover the outstanding costs and the Company may charge the Buyer interest on the net payment due at the rate implied by law Late Payment of Commercial Debt Regulations 2002 or at the rate of 4% per annum above the base rate charged by Barclays Bank Plc from time to time calculated from the date payment was first due until the date when payment has been received by the Company.

6 PREPARATION

6.1 The Buyer is responsible for all measurements depths and quantities in writing / TELEPHONE calls or emails at the time of order, no liability will be entered in to by the company regarding insufficient materials to complete the works.
6.2 The Company does not accept any responsibility should the finished result be compromised due to the preparation procedures not being adhered to.
6.3 The Buyer is responsible for all preparation works, unless otherwise stated in writing
6.4 Building sealed from all elements by way of windows, doors or the fixing of plastic sheeting to all openings.
6.5 Preparation of door breaks and bay sizes.
6.6 Placement of insulation and slip membranes to be correctly fitted prior to arrival of the Company.
6.7 Under floor heating pipes if fitted, are to be commissioned (filled and pressure tested) and secured properly to allow the screed to be laid correctly.
6.8 Standard day rate charges and expenses incurred will be charged if the Company carries out any remedial works relating to floor preparation.

7 DELIVERY & SHORTAGES

7.1 The Buyer shall be responsible for ensuring that the Company has sufficient particulars of the site and the point of unloading to which the Materials are to be delivered.
7.2 The Buyer must provide supervised, safe and adequate access to the point of discharge of the Materials. This access must be over hard, sound surfaces, with no temporary or permanent obstacles or restrictions, no buried or overhead services and with adequate manoeuvring space for the delivery vehicle. Failure to comply may result in the Company refusing to make delivery and charging the Buyer with the costs incurred. The Buyer shall be liable for and shall indemnify the Company against any accident or damage occurring due to unsuitable access (including for the avoidance of doubt, any liability to any third party).
7.3 The Company will hold NO liability for any accidental damage to any items which are being left in the vicinity of works, due to the nature of the construction.
7.4 Delivery will be deemed to have been at the time of arrival at the delivery address as provided by the Buyer and shown on the Company invoice or if the Company is unable to deliver because of inadequate instructions or the Buyer wrongly fails to take delivery of the Materials at the time when the Company has tendered delivery of the Materials.
7.5 The Buyer is responsible for supplying an area to wash the Supplier’s equipment. A minimum of a 600 litres waterproof container is required unless stated in Writing. A running water supply and use of electricity must be available and accessible for the Company to use during the delivery of the goods from start to finish.
7.6 Without prejudice to any other rights or remedy available to the Company an additional charge may be made if:
7.6.1 The delivery cannot be affected because of inadequate or unsuitable access for the delivery vehicle.
7.6.2 The Buyer requires delivery of more materials in quantities
7.6.3 The Buyer requires delivery outside the hours of 0730 and 1700 Monday to Friday (excluding Public Holidays)
7.6.4 The Buyer re-directs a delivery, fails to take delivery or fails to give the Company adequate delivery instructions.
7.7 Protect from frost. Apply the same winter working restrictions as when placing concrete, i.e. work should stop at temperatures of 5°C and falling and may resume at 3°C and rising. The Company will not be liable for damages if Buyer insists on pouring outside of guidelines.
7.8 The Company will not lay at internal temperatures of 30°C and over -high temperatures can increase the chance of cracking and curling. As this may impact on the final strength of the screed. The Company will not be liable for damages if Buyer insists on pouring outside of guidelines.
7.9 Additional guidelines can be provided upon request. The Company will not be liable for damages caused if Buyer does not follow guidelines.
7.10 The Company’s liability for short delivery is limited to making good the shortage of the quantity ordered and detailed on Company Invoice.
7.11 The Company is not liable for shortages caused by incorrect quantities ordered by the Buyer, nor for any weakness of the subbase that may result in the movement of depth.
7.12 If pumping must cease at the Buyers request, they will be responsible for the disposal costs of any material left in the Supplier’s equipment, and any costs incurred thereafter.

8 RISK & TITLE

8.1 Unless otherwise provided in these Conditions, the risk in the Materials shall pass on delivery as provided by these Conditions.
8.2 Until the Company has received full payment of all sums owed by the Buyer to the Company on any account whatsoever the ownership of the Materials shall remain with the Company. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are, or which become due to the Company from the Buyer on any account and the Company shall be entitled to enter onto the Buyer’s site to recover the Goods.

8.3 Until such time as the property in the Materials passes to the Buyer the Buyer shall hold the Materials as the Company’s fiduciary agent and bailee and shall keep the Materials separately stored, protected, insured and identified as the Company’s property. Until that time the Buyer shall be entitled to resell or use the Materials in the ordinary course of his business but at the direction of the Company and shall account to the Company for the proceeds of sale or insurance proceeds related to the Materials.
8.4 The Company shall be entitled to recover the price of the Materials including VAT even though the ownership in any of the Materials remains with the Company.
8.5 The Company shall be entitled at any time to recover any or all the Materials in the Buyer’s possession to which the Company has title and for that purpose the Company, its servants or agents may with transport as is necessary, enter upon any premises occupied by the Buyer or to which the Buyer has access and where the Materials have been laid.
8.6 The risk in the Materials shall pass to the Buyer upon delivery.

9 RESPONSIBILITIES

9.1 In these Conditions “Defect” shall mean the condition and/or any attribute of the Materials and/or other circumstances which but for the effect of the Conditions would have entitled the Buyer to damages.
9.2 Nothing in these Conditions shall exclude or restrict the Company’s liability for death or personal injury resulting from its negligence or the Company’s liability for fraudulent misrepresentation.
9.3 If the Buyer deals as a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994 (“a Consumer”) any provision of these Conditions, which is of no effect, shall not apply. The statutory rights of a Purchaser dealing as a Consumer are not affected by these Conditions.
9.4 Subject to Clauses 9.2 and 9.3 of these Conditions the Company shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead, or liability in damages the Company undertakes liability clause 9.5 below.
9.5 Where but for the effect or Clause 9.4 of these Conditions a Buyer would have been entitled to damages against the Company the Company shall not be liable to pay damages but subject to the conditions laid out in Clause 9.6 below shall in its sole discretion repair the Materials at its own expense or supply replacement materials free of charge or refund all or part of the price paid for the relevant materials.
9.6 The Company will not be liable under Clause 9.5:
9.6.1 If the Defect arises from fair wear and tear;
9.6.2 If the Defect arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Materials, failure to follow the British Standard or industry instructions relevant to the Materials have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we hold.
9.7 Subject to Clauses 9.2 and 9.3 of these Conditions the Company shall not be under any liability for damages whatsoever or under Clause 9.5 of these Conditions as the case may be except in the event of;
9.7.1 fraudulent misrepresentation;
9.7.2 misrepresentation where the representation was made or confirmed in writing
9.7.3 noncompliance with such design, quantity, measurement or specification;
9.7.4 breach of a written warranty by the Company that the materials are fit for that purpose or;
9.7.5 a claim maintainable against the Company pursuant to Clauses 9.2.
9.8 The Buyer will unconditionally, fully and effectively indemnify the Company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patents, copyright, design, trademark or any other industrial or intellectual property rights of any other person;
9.9 The Buyer will further unconditionally, fully and effectively indemnify the Company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any other claim arising from any such manufacturing, processing or mixing including but not limited to any Defect in the Materials. This indemnity will be reduced in proportion to the extent that such loss damage costs and expenses are due to the negligence of the Company.
9.10 Except where the Buyer deals as a Consumer the Buyer will unconditionally fully and effectively indemnify the Company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim by any third party arising from the supply or use of the Materials including loss arising from the Company’s negligence.
9.11 Without prejudice to any other provisions on these Conditions in any event the Company’s total liability for any one claim or for the total of all claims arising from any one act of default of the Company (whether arising from Company’s negligence or otherwise) shall not exceed the purchase price of the Materials the subject matter of any claim.

10 DEFAULT

10.1 “Insolvent” shall mean the Buyer becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution on the Buyer; the appointment of a receiver or administrative receiver over all or any part of any property of the Buyer; a proposal for a voluntary arrangement or compromise between the Buyer and its creditors whether pursuant to the insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction; the presentation of a petition for the winding up of the Buyer or for an administration order in relation to the Buyer; the Buyer ceasing or threatening to cease to carry on its business.
10.2 If the Buyer fails to pay the Company for any Materials on the due date or any credit limit is exceeded or if there is a material change in the constitution of the Buyer or an Associated Company or the Buyer or an Associated Company becomes insolvent or if the Buyer is in breach of any term of the Contract and fails to remedy such breach after being so requested to do the full balance outstanding on any account between the Company and the Buyer shall become immediately payable and the Company shall be entitled to do one or more of the following (without prejudice to any other remedy it may have):
10.2.1 Require payment in cash or cleared funds in advance of delivery of undelivered Materials;
10.2.2 Cancel any further delivery to the Buyer under any contract;
10.2.3 Sell or otherwise dispose of any Materials which are the subject of any contract between the Company and Buyer;
10.2.4 In the case of late Payment, see Clause 5.8 re interest charges;
10.2.5 Without prejudice to the generality of Clause 8 of these Conditions exercise the powers there set out.

11 GENERAL

11.1 The construction validity and performance of these Conditions and the Contract shall be governed by English law.
11.2 The headings of these Conditions are for convenience only and shall have no effect on interpretation.
11.3 Health and Safety/Hazard Data Sheets relevant to Materials are available on request.
11.4 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Company’s obligations if the delay or failure was due to any cause beyond the Company’s reasonable control. Without prejudice to the generality of the foregoing the following are non-exhaustive illustrations of causes beyond the Company’s reasonable control: strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or a third party); premature exhaustion of reserves or geological faults which were not reasonably foreseeable rendering the working of reserves uneconomic; failure of a processing plant.
11.5 If any Clause or sub clause of these Conditions is held by any court of other competent authority to be void or unenforceable the validity of the other clauses or sub clauses of these Conditions shall not be affected, and they shall remain in full force and effect.
11.6 The waiver by the Company of any breach or default of these Conditions shall not be construed as a continued waiver of the breach nor as a waiver of any subsequent breach of the same or any other provision.

PRIVACY POLICY

This privacy policy sets out how the Company uses and protects any information that you give the Company when you use this website. The Company is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be used in accordance with this privacy statement. The Company may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1st April 2022. We may hold the following information on the Buyer: name, contact information including email address, other information relevant.

DISCLAIMER

The information contained in our website is for general information purposes only. The information is provided by Flo Pro Southern Ltd and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits, arising out of or in connection with the use of this website. Through this website you are able to link to other websites which are not under the control of Flo Pro Southern Ltd. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.