

Application to open a CREDIT ACCOUNT

Company Name :				Contact Number :			
Address:							
<input type="checkbox"/>	Ltd Company	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Other - Specify
Fax number :				Email :			
Nature of Business :							
Required Credit Limit :							
Name of the Person responsible for placing orders :							
Position in Company :				Contact Number :			
Email Address :							
Trade references (1) :							
Telephone :				Fax :			
Address :							
Trade references (2) :							
Telephone :				Fax :			
Address :							
Name of the Person responsible for Payments :							
Position in Company :				Contact Number :			
Email Address :							
Normal Payment Method :		<input type="checkbox"/>	Cheque	<input type="checkbox"/>	Bacs	<input type="checkbox"/>	Credit Card
Name Of Bank :				Sort Code :			
				Account :			
Company Registration Number :						VAT Number :	

Notes

OFFICE USE ONLY

Date credit checked -	Result-
Notes -	

Terms and Conditions

1. General

- 1.1 The following terms and conditions apply to all transactions between Mayflower Stone, 15 Darklake View, Estover, Plymouth (“we” and “us”) and the customer (“you”).
- 1.2 We intend to rely on these Terms and Conditions. If you require any changes, these must be confirmed in writing by you or an authorised representative to our address above and accepted by us in writing.

2. Variations

- 2.1 Natural products such as marble, stone and granite will be subject to natural colour variations, imperfections and Sizes from any samples presented. There may also be variations in Quartz stone (i.e. man-made products). Unless the goods are faulty, we accept no liability for any variances in this respect.
- 2.2 Should any variation from the sample you have seen be important to you, you may inspect the product to be used at Our factory in Estover or at our suppliers prior to cutting but otherwise you will not be able to cancel your order once the product has been cut. **Please let us know in writing if you require inspection so we can arrange this**, by not choosing to check the material at least the day before templating you are choosing to accept the material and no claim can be made.
- 2.3 Any alterations you make after templates have been made **must be in writing** and will be subject to an extra charge, and we cannot be held responsible if the changes or interpretation of the changes means the final product is incorrect, by sending a written change you accept this condition
- 2.4 All estimates are based on ground floor installations and subject to a site survey. For Installations above ground floor level, a surcharge will be levied. It is your responsibility to inform us of such locations when placing an order to ensure correct pricing and deployment of suitable manpower. If you fail to do so, you will be obliged to pay us a reasonable surcharge and any other costs associated with the delay and organising of suitable manpower in addition to the quotation price.
- 2.5 Natural stone can have natural flaws, pockmarks, veining, pitting and irregularities therefore can never be guaranteed to remain consistent throughout the whole installation, some stones are resin treated at source to fill natural flaws and pockmarks but with some materials some pitting will remain this is normal. (Refer to items 2.2)
- 2.6 We work within industry standard tolerances which include +/-3mm on length, width, depth and thickness; the worktops may need to be shimmed up with packers, adjusting the thickness to suit the installation. This may also appear as a slight bow in the upper surface of the stone, which might cause a slight unevenness across the joints.
- 2.7 **The Company has not priced for the following points as listed but these points have to be addressed and complied with by the Customer and/or by the Customer's appointed Contractor:**
- a) Access to Water and electricity within 10m of the installation
 - b) Unrestricted and unconditional access to the property will be provided at all times.
 - c) **Parking adjacent to the property must be provided.** Parking permits, if required, must be organised in advance. In the event that they are not made available **you will be liable for all additional costs incurred, including any and all parking charges and fines incurred, and time in finding parking**
 - d) Protection of all fixtures and fittings which are not required to be removed during and after the execution of the works. The Company accepts no liability of failures in this respect through lack of protection.
 - e) Builder’s work, or any form of general preparation required prior to installation, unless otherwise specified.
 - f) **Electrical, plumbing or carpentry work** unless otherwise specified.
 - g) Clearing site of debris unless otherwise specified
 - h) Drawings, consents or local authority fees etc.
 - i) **Any delays**, which are beyond the Company's control, preventing our operatives from carrying out the works specified or delivering the goods on the dates and times specified, or the Customer and/or their agent or representative failing to give instructions for any extra works as requested. **The Company will levy a charge of £ 35.00 + VAT per hour per tradesman plus £ 15.00 + VAT for a tradesman's mate.** Should it not be possible to redeploy the operatives to another job a charge for a full 8 hr day will be made.
Subject to the above we will make our best efforts to complete the agreement within a reasonable time. Delivery/ installation and completion dates mentioned in any estimate or quotation or elsewhere are approximate only and not of any contractual effect and the Company shall not be under any liability to the Customer in respect of any failure to deliver or complete on any particular date or dates.
 - J) **We do not do any timber works, or adjust cabinets, disconnect or reconnect any plumbing.**
- 2.8 **Please take notice of your quote as we will have made assumptions as to joint location, if you change this on template then the quote might change and if more material is required then a delay will be incurred.**
- 2.8 The colours and pattern within a stone can look different once installed. This may be due to the granite moving in different plains, the lighting and the other influences in the room. No claim can be made on this account.
- 2.9 Breakages can and do occur in the manufacturing process and delays can sometimes result. We will endeavour to finish the fabrication of the stone within a reasonable time although indicated timescales, on rare occasions, may have to be revised in light of such breakages.

- 2.10 Sometimes 'Jenny' marks are left in the surface of the slab. These occur as a result of the polishing process and cannot always be avoided. By contracting with us you accept that such marks may appear and agree to accept the slab in full consideration of this agreement.

3. Cancellation

- 3.1 As all orders are made to individual requirements, orders cannot be cancelled or changed after we have cut your product, unless we are in breach of our obligations to you.**
- 3.2 If you want to cancel your order or change the material or colour you must tell us in writing, if this is less than 7 days prior to template date or if the material has already arrive with us, a restocking charge for the slabs of 20% of the order value will be payable by you**
- 3.3 If, after we have carried out a survey, and this is unsatisfactory, we reserve the right to cancel your order after having given you a full written explanation of the adverse conditions encountered. We will also refund all money deposited by you.**

4. Payment

- 4.1 Prices and delivery charges are in pounds sterling (GBP) exclusive of VAT. VAT will be added to all charges at The current rate where applicable. We reserve the right to revise prices and details without notice but we will Confirm these with you before accepting your order.
- 4.2 Payment should be made by cheque payable to "Mayflower Stone". For Non account customers we require a signed terms and conditions to place the order and a deposit of 100% at the time of template (this must be cleared funds, if paying by cheque you need to pay 7 days prior to template to ensure cleared funds. In the event of any alleged minor defects you must not withhold more than a proportionate amount of the sum due.
- 4.3 All products remain our property until we are paid all the money you owe us.
- 4.4 **Production will not start until cleared funds are received and late payment will delay fitting (for non-account customer)**
- 4.5 Anyone who places an order with us on behalf of a limited company agrees to be jointly and separately liable to us so we can demand payment from you as well as from the limited company.

5. Delivery

- 5.1 Delivery dates are estimates only. We will endeavour to deliver all goods on the agreed date. In the unlikely event That your order is not made available within 30 days of the agreed date you have the option to cancel the order by giving written notice to us. However, a change of order may impact on the delivery date and this should be confirmed when amending an order.
- 5.2 In the event of any one or more items being out of stock, we will inform you and give an estimated delivery date.
- 5.3 If you require delivery only of the product with no installation by us, this will be to a mainland UK address only, And is just for delivery i.e. you are responsible for unloading the vehicle. If no one is available at the address at the time of delivery, the driver will retain the goods, and we will await further instructions. There may be an extra delivery charge in this situation, which must be paid before re-delivery. If the goods are to be left without you being present, then full payment must be received prior to delivery, and we cannot accept responsibility for incorrect delivery or loss of goods when the customer is not present to accept the goods.
- 5.4 We shall have no liability to you for any failure or delay in supply or delivery that is caused by events or circumstances beyond our reasonable control.
- 5.5 Most orders will be delivered by lorry or large van so it is important that you tell us about any restrictions on access at the time of your order.
- 5.6 All deliveries will be delivered to the address stated on the order and this will typically be kerbside delivery, depending on the vehicle used. If kerbside delivery is not suitable.

6. Defects

- 6.1 Any claim you make for faulty or poor workmanship must be notified to us within 7 days of the installation and should be made to us in writing or confirmed in writing.
- 6.2 We may charge you our reasonable costs if there is no defect or the defect is not our responsibility.

7. Liability

- 7.1 If you have notified us of a problem, we will either make good any shortage or non-delivery; replace or repair any Goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question.
- 7.2 We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Our liability to you shall not in any event include losses related to any business of yours, such as loss of profits or business interruption; neither will we be responsible to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.
- 7.3 No employee has the right to change or amend these conditions without the written consent by Jamie Dowdall