

**CONCRETE NETWORK LIMITED**  
trading as **“THE CONCRETE NETWORK”** and **“CONCRETE PUMPING NETWORK”**

**TERMS OF BUSINESS**

These Terms of Business (**“Terms”**) will apply to any contract between us for the supply of concrete (**“Contract”**). Please read these Terms carefully and make sure that you understand them, before placing an order with us. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to place an order with us.

**These Terms will apply to you whether you are purchasing from The Concrete Network or Concrete Pumping Network, but please be aware that certain sections of these Terms will only apply to you if you are purchasing from The Concrete Network or Concrete Pumping Network. We have clearly indicated this where it is the case.**

**Please note that The Concrete Network and Concrete Pumping Network use local suppliers who have entered into an agreement with The Concrete Network or Concrete Pumping Network to supply goods or services which you may order from The Concrete Network or Concrete Pumping Network (our “Network Partner(s)”).**

Where you receive these Terms by email, you should print a copy or save them to your computer for future reference.

We amend these Terms from time to time as set out in Condition 14.2. Every time you wish to place an order, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 4<sup>th</sup> February 2019.

**IF YOU ARE A CONSUMER YOUR ATTENTION IS DRAWN TO CONDITION 8 WHICH SETS OUT YOUR RIGHTS AS A CONSUMER AND CONDITION 9 WHICH EXPLAINS THE LIMITS ON OUR LIABILITY TO YOU.**

**WHEN WE REFER TO A “CONSUMER”, THIS MEANS AN INDIVIDUAL WHO IS PLACING AN ORDER WITH US FOR THEIR PERSONAL PURPOSES AND NOT IN THE COURSE OF ANY BUSINESS. IF YOU ARE PLACING AN ORDER IN THE COURSE OF BUSINESS, WHETHER AS AN INDIVIDUAL OR NOT, YOU WILL NOT BE A CONSUMER.**

These Terms, and any Contract between us, are only valid in the English language.

**1. Information about us**

1.1 We are Concrete Network Limited trading as **“The Concrete Network”** and **“Concrete Pumping Network”** a company registered in England and Wales with company number 10761390 and with our registered office at 47-49 Burrowfield Industrial Estate, Welwyn Garden City, Hertfordshire, England, AL7 4SS (**“We”**, **“Us”**, **“Our”**). Our VAT number is 268402986.

1.2 We operate the websites [www.theconcretenetwork.co.uk](http://www.theconcretenetwork.co.uk) and [www.concretepumpingnetwork.co.uk](http://www.concretepumpingnetwork.co.uk), together with a number of regional variants which may change from time to time (each of our websites is referred to as a **“Site”**).

Please contact us if you would like a full list of the Sites we operate as part of The Concrete Network or Concrete Pumping Network.

### 1.3 **Contacting us:**

#### **IF YOU ARE A CONSUMER**

- (a) To cancel a Contract in accordance with your right to do so as set out in Condition 8, you just need to let us know that you have decided to cancel. The easiest way to do this is to notify us that you wish to cancel, either by using the notice set out in the Appendix to these Terms or by contacting us:

#### **For The Concrete Network customers:**

Telephone: 0800 0309623

Email: [sales@theconcretenetwork.co.uk](mailto:sales@theconcretenetwork.co.uk).

#### **For Concrete Pumping Network customers:**

Telephone: 0800 030 9149

Email: [sales@concretepumpingnetwork.co.uk](mailto:sales@concretepumpingnetwork.co.uk)

Please be aware that we record telephone calls for training, customer service and order monitoring purposes. If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send the e-mail to us. Condition 8.3 will apply to your cancellation. This means you may not receive a full refund depending on when you cancel.

#### **IF YOU ARE NOT A CONSUMER**

- (b) You can cancel a Contract by giving us 24 hours written notice in accordance with Condition 8.8. You may not receive a full refund depending on when you cancel.

#### **ALL CUSTOMERS**

- (c) If you wish to contact us for any other reason, including because you have any complaints, whether about us or our Network Partners you can contact our Service team:

#### **For The Concrete Network customers:**

Telephone: 0800 0309623

Email: [sales@theconcretenetwork.co.uk](mailto:sales@theconcretenetwork.co.uk).

#### **For Concrete Pumping Network customers:**

Telephone: 0800 030 9149

Email: [sales@concretepumpingnetwork.co.uk](mailto:sales@concretepumpingnetwork.co.uk)

Please be aware that we record telephone calls for training, customer service and order monitoring purposes.

(d) If we have to contact you or give you notice in writing we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

## 2. How the Contract is formed between you and us

2.1 When you advise us by telephone that you wish to place an order for the purchase of concrete ("**Goods**") and/or services associated with the supply of concrete (including concrete pumping services and any other services which we agree to provide) ("**Services**") with us, we will provide you with a quotation. If you accept our quotation, you are making an offer to us for the purchase of the Goods and/or Services subject to these Terms. Please note that any quotations issued remain valid for 7 days from the date of issue.

2.2 We will confirm that we accept your offer by verbally confirming acceptance or by sending you an email confirming acceptance, referred to in each case as the "**Order**".

2.3 These Terms and Conditions will become binding on you when:

- (a) we provide you with a written or verbal confirmation of the Order;
- (b) you make payment of all or any part of the Price to us; or
- (c) we commence processing of the Order,

whichever is the earlier, at which point a "**Contract**" shall come into existence between you and us.

2.4 Any offer made by you is subject to acceptance by us. We may choose not to accept or to decline your offer for any reason, including but not limited to circumstances where we do not have a Network Partner who is able to accept your Order, and will not be liable to you or to anyone else in those circumstances.

2.5 You are responsible for confirming that the details of your Order are correct, including but not limited to any concrete specification or quantity. If you identify an error in the Order you must notify us within 24 hours of receipt of the Order confirmation. If you do not notify us of the error within this time, you will be bound by the details set out, or referred to, in the Order confirmation.

2.6 If we are unable to provide any Goods or Services, for example because we cannot meet your timescale to perform the Services or, in relation to Goods, because they are not available, or where we are unable for any reason to provide the Services, we will inform you of this and we will not process your Order. If we have accepted your Order or you have already paid the Price, we will cancel your Order and refund you the full amount as soon as possible and we will not have any further liability to you in respect thereof.

2.7 If, once we have accepted your Order, you wish to make a change to the Goods or Services you may request this either in writing or verbally followed by confirmation of

your request in writing. Any requested changes to the Order will be at our sole discretion and we reserve the right to change the Price or charge you for any Additional Costs resulting from changes we make to the Order at your request. Where we change the Price or will incur Additional Costs as a result of your requested changes we will inform you of these, at which point you will have 24 hours to accept or reject the changes you have requested. If you agree to proceed at the amended Price or Additional Costs we will refund you or charge you the difference between any amount you have paid and the correct Price or Additional Costs. If you are not happy to proceed, you may continue with your original Order or cancel it, in which case we will refund you any amount you have already paid.

- 2.8 If you require additional Goods and/or Services after you have placed your Order because you have under-ordered, you can place a supplementary order ("**Top-Up Order**"). Where you wish to place a Top-Up Order, you will need to contact us rather than the Network Partner who is supplying the Goods and/or Services. Each Top-Up Order you place will be a new Order and will a separate Contract between you and us.

### **3. Price of Goods and Services and any Additional Costs**

- 3.1 The price of the applicable Goods and/or Services will be as quoted to you verbally, or otherwise notified to you in writing in the Order ("**Price**"). We take all reasonable care to ensure that the Price is correct at the time of our Order. However please see Condition 3.5 for what happens if we discover an error with the Price.

- 3.2 The Price includes insurance costs but does not include:

- (a) delivery costs;
- (b) a waiting time fee in the event that you are not ready to accept delivery at the given estimated delivery time or in the event that delivery of the Goods and/or Services takes longer than agreed as a result of your actions or omissions;
- (c) service fee in the event that you have asked us to provide Goods and/or Services which are outside our usual offering;
- (d) charges for or any Services or goods other than those for which we have quoted and/or which are set out in our Order; or
- (e) any other applicable additional costs,

("Additional Costs").

We may charge you Additional Costs in accordance with our then current prices. Any Additional Costs will be charged in addition to the Price at the applicable rates as notified to you when we provide you with a quotation or when we tell you about the additional Services and Goods which are required to obtain confirmation from you as to whether or not you wish to proceed.

- 3.3 The Price and any Additional Costs are exclusive of VAT (where applicable) unless otherwise stated, and VAT will be payable on the Price and any Additional Costs at the applicable current rate chargeable in the United Kingdom for the time being. However, if the rate of VAT changes between the date of your Order and the date of

delivery, we will adjust the VAT you pay, unless you have already paid for the Goods and/or Services in full before the change in VAT takes effect.

- 3.4 Where we are required to undertake any Services or provide additional Goods over and above those set out in our Order due to your default, including but not limited to lack of or incomplete instructions or as a result of the need for additional work becoming apparent during the course of us providing the Services, we reserve the right to charge you for any such additional Services as an Additional Cost.
- 3.5 If we discover an error in the Price we will contact you as soon as possible. We will provide you with the correct Price, at which point you will have 24 hours to accept or reject the correct Price. If you agree to proceed at the amended correct Price we will refund you or charge you the difference between any amount you have paid and the correct Price. If you are not happy to proceed or we do not hear from you, we will refund you any amount you have already paid and the Contract will be cancelled.

#### **4. Payment**

- 4.1 The Price and any Additional Costs, can be paid only by credit or debit card unless we have agreed to allow you to use an alternative payment method.
- 4.2 Payment of the Price and any Additional Costs are due in cleared funds when your Order is placed with us. We will provide you with an invoice once payment is made. If any Additional Costs arise after your Order is placed, we will discuss these with you and raise an invoice with you which will be payable immediately.
- 4.3 If you do not make payment to us in cleared funds when you place your Order and you are a consumer, we may:
- (a) not process your Order until we have received payment of the Price and any Additional Costs in cleared funds; and
  - (b) suspend or cancel all or part of this Contract or any other contract we may have with you.
- 4.4 If you do not make payment to us in cleared funds when you place your Order and you are not a consumer, in addition to the remedies under Condition 4.3, we may charge you interest on the Price at the rate of 4% above the base lending rate of the Bank of England from time to time. Where we charge you interest this shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement.

#### **5. Delivery**

- 5.1 Once you have placed your Order, the Network Partner who will be fulfilling your Order will contact you with an estimated delivery date and time for the Goods and/or Services.
- 5.2 Delivery of the Goods shall be completed on the Goods' arrival at the location agreed by us, you and our Network Partner. Delivery of the Services shall take place at the location agreed by us, you and our Network Partner.

- 5.3 If you do not accept delivery of the Goods and/or Services at the estimated delivery date and time agreed with our Network Partner or delivery of the Goods and/or Services takes longer than the time slot which has been allowed for in our initial quotation when you placed your Order, and this is as a result of your actions or failure to act (including a failure to take delivery) then we may charge you, as an Additional Cost, a reasonable additional fee to cover the removal of any waste product which is no longer useable and the cost of any additional time spent by our Network Partner attempting to deliver the Goods and/or Services beyond the time allowed in our initial quotation when you placed your Order.
- 5.4 If you do not accept delivery of the Goods and/or Services, as appropriate, within 24 hours of our Network Partner attempting to deliver the Goods then we shall be entitled to terminate our Contract with you in accordance with Condition 10.1 by giving you immediate written notice of our intention to do so. If we terminate the Contract, we may resell or otherwise dispose of part or all of the Goods.
- 5.5 We may procure that our Network Partner delivers the Goods by instalments. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 5.6 The Goods will be your responsibility from the time they are delivered to the address you gave us.
- 5.7 You will own the Goods once we have received payment for them in full and they have been delivered by our Network Partner.
- 5.8 In the event that the Network Partner has to delay or is unable to complete delivery of your Order for any reason, including but not limited to as a result of any breakdown or failure in equipment, plant or machinery, it will be the Network Partner's responsibility to arrange an alternative date for delivery with you or for an alternate supplier to complete the Order. If the Network Partner fails to do so, you should contact us and we will arrange another Network Partner or alternate supplier to complete the Order for you.

## **6. Your obligations**

- 6.1 By entering the Contract with us you agree that you will:
- (a) co-operate with us and provide us with any information we may request in order to facilitate the performance of the Contract including but not limited to providing a full address for delivery, contact details and details of any road restrictions or restricted access which may affect our or our Network Partners ability to deliver;
  - (b) ensure that, where the delivery location is not on a public highway, the location and access to the location will be suitable for us or our Network Partners to deliver the Goods and/or Services;
  - (c) indemnify us and our Network Partners against any damage or loss that either we, you, our Network Partners or any third party may suffer as a result of you requesting delivery of the Goods and/or Services to a delivery location which is not located on a public highway, including but not limited to any damage

caused to vehicles as a result of any access or ground which we or our Network Partner reasonably deem to be unsuitable; and

- (d) **where you have placed an Order through our Concrete Pumping Network business or your Order relates to concrete pumping services**, sign the site entry form provided by our Network Partner before our Network Partner commences delivery of the Goods and/or Services. For the avoidance of doubt, our Network Partner is not permitted to commence delivery unless you have signed a site entry form;
- (e) ensure that, where applicable, you have sufficient competent personnel and appropriate equipment to promptly accept delivery of the Goods and/or Services;
- (f) **if requested by us or the Network Partner, or where you are placing an Order through our Concrete Pumping Network business or your Order relates to concrete pumping services**, allow the Network Partner access to the delivery location for up to sixty minutes prior to delivery and up to sixty minutes following delivery in order to prepare for the concrete pumping and to clean out and prepare any plant and machinery for travel;
- (g) if requested by us or the Network Partner, provide an adequate piped water supply and/or temporary lighting for the duration of the delivery of your Order;
- (h) take out and maintain appropriate insurance in relation to your use of the delivery location.

6.2 You acknowledge that we and our Network Partners will not be liable for any damage or loss that you may suffer as a result of you not complying with Condition 6.1(a), 6.1(b) or 6.1(e).

6.3 You are responsible for ensuring that any relevant permissions, licences or consents, including any relevant planning consent, have been obtained prior to the estimated delivery date and we and our Network Partners will not be liable for any damage or loss that you may suffer as a result of you not having obtained any such permission, licence or consent.

6.4 By placing your Order with us you are warranting that you own the delivery location or have express permission from the owner of the delivery location to have the Goods and/or Services delivered at the delivery location.

## **7. Warranty**

7.1 We will endeavour to transfer to you any warranty given by the Network Partner in relation to any Goods supplied (whether as a supply of Goods or as part of the Services). We do not offer any warranty or guarantee other than as set out in the Conditions or implied by law.

7.2 Where applicable, the Goods supplied will comply with British Standard BS EN 206.1 when they are delivered.

7.3 Any images or descriptions of Goods and/or Services on our Site are for illustrative purposes only. Although we have made every effort to display the Goods and

Services accurately, we cannot guarantee that the images and descriptions on our Site are accurate and Goods and/or Services may vary slightly from those images and descriptions provided.

**IF YOU HAVE ORDERED GOODS AND THE GOODS DO NOT COMPLY AND YOU ARE A CONSUMER:**

7.4 You can return the Goods to us if they have not been used and are still packaged, or in any other circumstances, request a replacement, in accordance with Condition 9.

**IF YOU HAVE ORDERED GOODS AND THE GOODS DO NOT COMPLY AND YOU ARE NOT A CONSUMER:**

7.5 Your rights are as set out in Condition 9.

**8. Your rights of cancellation, return and refund**

8.1 Except as set out in Conditions 8.2, 8.3, 8.4 and 8.8 below, where you decide to cancel the Contract we will refund you the Price which you have already paid using the payment method used by you to pay.

8.2 If you wish to cancel the Contract in relation to the provision of any Services, you cannot do so once we have started to deliver the Services. If you cancel after we have started to deliver the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind and cancelled the Contract, and we may charge you an additional fee for any unused or waste product in accordance with Condition 8.3 or 8.8 below (as applicable).

**IF YOU ARE A CONSUMER**

8.3 If you are a consumer you can cancel your Contract with us at any point:

- (a) before we deliver any Goods if you give us 24 hours notice; or
- (b) up to a period of 14 days after the Goods come into your possession (or any third party identified by you takes possession of them), other than where we are providing Services (including pre-mixing, delivering, pumping or laying the Goods) in relation to the Goods, in which case you will not be entitled to cancel once these Services have been commenced; or
- (c) before we commence performance of the Services,

in each case by contacting us as set out in Condition 1.3 and either using the format set out in the Appendix or by telling us you wish to cancel and including the information outlined in Condition 1.3 and the Appendix. If you contact us because you wish to cancel the Contract less than 24 hours before the estimated delivery time we may retain up to 50% of the Price of your Order. If you cancel the Contract whilst the Goods are out for delivery or once the Goods have been mixed prior to delivery we may retain up to 100% of the Price of your Order and we may also charge you an additional fee for the removal of any waste product which we are no longer able to sell as an Additional Cost.



- 8.4 As a consumer, you also have legal rights in relation to anything which is faulty, not of satisfactory quality or not as described. These legal rights are not affected by your right of return and refund in this Condition 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. After you have purchased the Goods and/or Services, your legal rights entitle you to the following:
- (a) up to 30 days after you receive the Goods or the Services are performed: if they are faulty or not as described you can get an immediate refund or request that the Goods are repaired or replaced or the Services re-performed;
  - (b) after 30 days following receipt of the Goods or performance of the Services and up to 6 months thereafter: if they are faulty or not as described and we are unable to repair or replace the Goods or re-perform the Services then you will be entitled to a refund or Price reduction in most cases;
  - (c) after 6 months following receipt of the Goods or performance of the Services and up to 6 years thereafter: if the Goods and/or Services have not lasted a reasonable length of time you may be entitled to a partial refund provided that the Goods have been used reasonably, maintained appropriately and have not been the subject of any significant alterations or damage.
- 8.5 If you wish to exercise your legal rights under Condition 8.4 you should contact us in the ways set out in Condition 1.3 and, where requested by us, must contact the Network Partner who provided the Goods and/or Services to arrange for a repair or replacement.
- 8.6 If you exercise your legal right to reject the Goods and/or Services and ask for a refund we will:
- (a) refund you the Price you paid. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Goods; and
  - (b) make any refund due to you as soon as possible and in any event within 14 days after the day on which you return the Goods to us and/or notify us of your rejection of the Services.
- 8.7 For the avoidance of doubt, if you are not a consumer, the rights and remedies set out in Conditions 8.3, 8.4, 8.5 and 8.6 do not apply to you.

#### **IF YOU ARE NOT A CONSUMER**

- 8.8 You can cancel your Contract prior to delivery by giving us 24 hours written notice. If you contact us because you wish to cancel the Contract less than 24 hours before the estimated delivery time we may retain up to 50% of the Price of your Order. If you cancel the Contract whilst the Goods are out for delivery or once the Goods have been mixed prior to delivery we may retain up to 100% of the Price of your Order and we may also charge you an additional fee for the removal of any waste product which we are no longer able to sell as an Additional Cost.
- 8.9 Your rights and remedies in relation to the Contract are as set out in Condition 9.

## **9. Our liability to you**

9.1 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples).

9.2 We will not be liable to you in relation to the acts or omissions of our Network Partner that cause you loss or damage, but if you have a complaint in relation to our Network Partner please contact us and we will help you to resolve it with our Network Partner directly.

### **IF YOU ARE A CONSUMER**

9.3 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

9.4 We only supply the Goods and Services for domestic and private use. You agree not to use the Goods or purchase our Services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **IF YOU ARE NOT A CONSUMER**

9.5 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, we make no warranty as to the fitness of the Goods and/or Services for any particular purpose even if that purpose is stated in your Order. This exclusion includes recommendations or advice from us to you relating to a specific enquiry. You must satisfy yourself as to the fitness for the purpose for which the Goods or Services are intended.

9.6 We shall not be liable for a breach of warranty in accordance with Condition 7 unless:

- (a) you give written notice of the defect to us and if, where we are responsible for delivery, the defect is as a result of damage in transit give written notice to us within 7 days of receipt specifying the details of the defect and when it was delivered. In the event of a defect which is not apparent on delivery you shall inform us in writing of such defect within 2 days of discovery of the defect; and
- (b) we are given a reasonable opportunity after receiving the notice to examine the Goods or the result of the Services and you comply with any request from us to enable us to inspect the Goods or the result of the Services.

9.7 We shall not be liable for breach of warranty under Condition 7 if:

- (a) you make any further use of the Goods and/or Services after giving notice under Condition 9.6(a); or
- (b) the defect arises because you have failed to follow our or the manufacturer's instructions (whether oral or in writing) as to the proper use, maintenance and treatment of the Goods or (if there are none) good trade practice; or
- (c) you alter or repair the Goods and/or Services without our written consent.

9.8 Where any valid claim in respect of the Goods and/or Services is made by you, we shall be entitled at our option to:

- (a) where the claim is in respect of Goods, replace or repair the Goods where found not to conform to warranty at our cost;
- (b) where the claim is in respect of Services, re-perform the Services where found not to conform to warranty at our cost; or
- (c) at our sole discretion, refund to you the Price (or a proportionate part of the Price, which may not include any Additional Costs which you have paid, if these relate to delivery costs or charges incurred as a result of your delaying delivery of the Goods and/or Services) of the Goods and/or Services found not to conform to warranty,

and subject to Condition 9.1 we shall have no further liability to you.

9.9 Subject to Condition 9.1, our liability in connection with the sale and supply of the Goods and/or Services shall be as follows:

- (a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings or loss of use, our liability shall be nil;
- (b) for any type of consequential, special or indirect loss or damage, our liability shall be nil; and
- (c) in respect of all other types of direct loss (whether in contract, tort or otherwise) our total aggregate liability under the Contract shall not exceed the total Price of the Goods and/or Services.

9.10 Any claim by you under this Condition 9 in respect of any Goods and/or Services shall not entitle you to withhold or delay payment in respect of any other Goods and/or Services in respect of which no such claim has been made whether or not those Goods and/or Services form part of the same consignment.

## **10. Termination and Consequences**

10.1 Without prejudice to any other remedies or rights under the Contract or otherwise, we may terminate the Contract with you at any time by giving you written notice if you:

- (a) commit a material breach of any of the Terms, which shall include non-payment of the Price or any Additional Costs, failure to accept delivery of any Goods within 24 hours of us, or our Network Partner, first attempting to make delivery, and (if such breach is remediable), fail to remedy the breach

within such time period deemed appropriate by us at the time, of being notified in writing; or

- (b) are a consumer and you are the subject of a bankruptcy petition or order or we believe it reasonably likely that you will be the subject of a bankruptcy petition or order; or
- (c) are not a consumer and suspend, or threaten to suspend, payment of your debts, or make any voluntary arrangement with your creditors or become bankrupt or subject to an administration order or go into liquidation (other than for the purposes of amalgamation or reconstruction) or we reasonably believe that any of the events in this Condition 10.1(c) is about to occur and notify you of such.

10.2 Upon termination of the Contract for any reason:

- (a) if you have made full payment for any Goods or Services we or our Network Partner may deliver them to you or alternatively refund you the Price and any Additional Costs at our discretion; or
- (b) if you have not made full payment we, or our Network Partner may keep possession of the Goods and refund you any part of the Price which you have paid less our reasonable administrative costs; and

in each case the accrued rights and remedies of each party as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## **11. Complaints**

11.1 If you have any complaints, you can contact us:

For The Concrete Network customers:

Telephone: 0800 0309623

Email: [sales@theconcretenetwork.co.uk](mailto:sales@theconcretenetwork.co.uk).

For Concrete Pumping Network customers:

Telephone: 0800 030 9149

Email: [sales@concretepumpingnetwork.co.uk](mailto:sales@concretepumpingnetwork.co.uk)

Please be aware that we record telephone calls for training, customer service and order monitoring purposes.

## **12. How we use your personal data**

12.1 We will collect your personal data as part of our Contract with you. We only use your personal data in accordance with the [Privacy Policy](#) available on our Site. Please

ensure you read the [Privacy Policy](#) as it includes important information which will apply to you.

### **13. Events outside of our control**

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any event or event which is beyond our reasonable control ("**Event Outside Our Control**").
- 13.2 If an Event Outside Our Control takes place that affects the performance of our obligations or those of our Network Partner under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations and those of our Network Partner under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects delivery times we will arrange a new delivery time, as appropriate, with you after the Event Outside Our Control is over.
- 13.3 You may cancel a Contract if it is affected by an Event Outside Our Control which has continued for more than 5 days. To cancel please contact us. If you opt to cancel, we will refund any part of the Price which you have already paid.

### **14. Our right to vary these Terms**

- 14.1 We amend these Terms from time to time. We state at the beginning of the Terms when they were last updated. Every time you place an Order with us, the Terms in force at the time of your Order will apply to the Contract between you and us.
- 14.2 We may revise these Terms as they apply to your Order from time to time to reflect any changes in relevant laws and regulatory requirements.
- 14.3 If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. If you opt to cancel, we will refund any part of the Price which you have already paid.

### **15. Other important terms**

- 15.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 15.2 Where we refer to "**in writing**" in these Terms, this includes email.
- 15.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 15.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 15.5 Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.
- 15.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.7 Please note that these Terms are governed by English law. This means a Contract for the purchase of Goods and/or Services and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**APPENDIX – CONSUMER CANCELLATION FORM**

To: Concrete Network Limited  
47-49 Burrowfield Industrial Estate  
Welwyn Garden City  
Hertfordshire  
England  
AL7 4SS

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale with The Concrete Network/Concrete Pumping Network of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):.....

Date:.....

[\*] Delete as appropriate