

TERMS AND CONDITIONS

Quotations

- Unless otherwise agreed by McHugh Concrete in writing, prices are valid for 3 months from the date of the written quotation.

Description and/or Specification

- The customer shall provide McHugh Concrete with a description and/or specification of the concrete required at the time of placing and paying for the order.
- It is essential that customers calculate accurately the quantity required in order to avoid incurring extra costs.
- The description and/or specification of concrete shall be as set out on the McHugh Concrete quotation and/or delivery ticket.

Charges

- All customers will be charged for what has been ordered.
- Customers wishing to amend order volumes must do so within 1 hour of their delivery slot

Extra Concrete Charges

- Whilst McHugh Concrete will endeavour to carry additional material, this is not always guaranteed.
- Any extra concrete required and that is on board and so can be supplied will be charged at the price per metre that was originally quoted. For non-account customers, payment will be required prior to any extra concrete being poured.

Waiting Time Charges

- Prices are quoted on the assumption that discharge will take place within the times specified below:
 - 1–3 cubic metres Up to 30 minutes on site from the agreed time of arrival.
 - 3.25–6 cubic metres Up to 45 minutes on site from the agreed time of arrival.
 - 6.25 cubic metres Up to 1 hour on site from the agreed time of arrival.
- If additional time is required for discharge, it will be charged at the rate of £25 plus VAT for every 15 minutes or part of 15 minutes. The start time for discharge shall be the time agreed in the 'Time Arrived on Site' box on the McHugh Concrete delivery ticket, signed by the customer prior to discharge.
- Wheelbarrow pours – if customers are planning to move concrete around the site by wheelbarrow they must inform McHugh Concrete at the time of order (we will request this information). Moving concrete by wheelbarrow is very time consuming and therefore customers must provide sufficient labour to discharge concrete within the allotted time (shown above). For example, using a standard wheelbarrow, a 6m³ pour will equate to approximately 160 wheelbarrow loads and will take 4 people at least 1 hour.

Cancellation Charges

- Should customers wish to cancel their pour, the following will apply:
 - Cancellations made before 3pm on the day before will incur NO cancellation fee.
 - Cancellations made the day before after 3pm may result in a cancellation fee of £250 plus VAT.
 - Cancellations made up to 2 hours prior to delivery will mean that McHugh Concrete has the right to charge for the full cost of the concrete that has been ordered.

Concrete Pumping

- McHugh Concrete provides a Concrete Pumping Service. Please contact us for further details.

Delivery

- McHugh Concrete will make every effort to arrive on time to deliver concrete. However, as long as we have made all reasonable endeavours to deliver at the agreed time or within the agreed time band, McHugh Concrete shall not have liability for any loss, costs, damages, charges or expenses caused by any delay in delivery.
- McHugh Concrete reserves the right to suspend or delay delivery without liability of any kind in the event of war, civil commotion, strikes, lock-outs, fire, flood, adverse weather conditions, delays in any type of transport, delays at other customers' sites, non-availability of material or equipment, vehicle breakdown or accident or any other cause beyond the reasonable control of McHugh Concrete.
- In the event of any delays, McHugh Concrete will endeavour to keep all customers updated.
- The customer will ensure that an authorised person signs and prints their name legibly on the McHugh Concrete delivery ticket.

Pours Under 3m³

- Pours below 3m³ may not be given a time slot at time of booking; time slots will be allocated up to 24 hours before the pour and notified by McHugh Concrete.

Delivery Tickets

- The customer will ensure that an authorised person will sign the delivery ticket and that the signature confirms the following:
 - The customer acknowledges that the mix description set out on the delivery ticket describes the concrete required by the customer.
 - The customer authorises any additions to the concrete of water or any other materials.
 - The customer confirms the time of the vehicle's arrival on site, the time that the concrete discharge commences, the time of the completion of the concrete discharge and the time the vehicle leaves site.

Site Access

- The customer shall ensure that the correct delivery address is given at the time of booking.
- The customer must clearly identify if there are any hazards on site, such as manhole covers, overhanging cables or any other hazards.
- Every order is accepted by McHugh Concrete on the understanding that access can be obtained to the customer's site by a hard road. The McHugh Concrete operator is entitled to refuse delivery if in his opinion there is a risk of damage to the McHugh Concrete vehicle.
- McHugh Concrete shall have no liability for damage caused to the customer's roads or property or the roads or property of others by use of the vehicle except in the case of negligence by McHugh Concrete, our employees, agents or sub-contractors.
- The customer shall be liable for any damage caused to the McHugh Concrete vehicle or injury to our employees, agents or sub-contractors or damage caused to the customer's roads or property or the roads or property of others by reason of defects in the access road or negligence by the customer, the customer's employees, agents or sub-contractors.
- If the customer requests that the McHugh Concrete operator takes our vehicle off the public highway and the 'Off Highway Request' box on the McHugh Concrete delivery ticket has been ticked, the customer acknowledges that McHugh Concrete is relying on the customer's knowledge of the site and the customer shall be liable for any damage or injury which may result from the action the customer has requested.
- Should the McHugh Concrete vehicle enter the site and get damaged or needs recovering, the customer accepts full liability and all costs for such events.

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- All reversing vehicles are to be supervised by the customer at all times.
- McHugh Concrete reserves the right to charge for the full cost of the concrete that has been ordered if we are unable to deliver because in our opinion the site does not have safe access and is deemed dangerous, or there is a risk of damage to our vehicle or to property.

Payment - Non-Account Customers

- Payment in full will be taken via debit card, credit card or BACS sort code: 60-19-17 Account No: 27133869 when the customer places their order with McHugh Concrete.
- McHugh Concrete will take any additional payments after delivery and upon signature of our delivery ticket after discharge.
- All reasonable charges for debt recovery in respect of late payments will be paid by the customer.
- Any queries relating to the McHugh Concrete delivery ticket must be made within 14 days of the date of the delivery ticket in question.

Account Customers

- For account customers, payment is due on or within 30 days of delivery, unless otherwise agreed in writing by McHugh Concrete. If payment on an account is not received within 30 days, McHugh Concrete reserves the right to suspend deliveries on that account including – without limitation – where concrete has been ordered and/or orders have been accepted by McHugh Concrete.
- If payment by the customer of one invoice is late, all other outstanding invoices from McHugh Concrete shall become immediately due and payable despite any other provision of these conditions.
- If payment by the customer of one invoice is late, McHugh Concrete reserves the right to alter the customer's credit limit and/or McHugh Concrete's payment terms in respect of future orders and invoices.
- Any queries the customer may have in relation to any of McHugh Concrete's invoices must be notified within 14 days of the date of that invoice.
- All McHugh Concrete's reasonable charges for debt recovery in respect of late payments shall be paid by the customer, to the extent permitted by law.
- McHugh Concrete's payment terms and the customer's credit limit are agreed on the basis of information provided by the customer on their credit account application form. If there is any change to any of the information provided in the application the customer must notify McHugh Concrete of the change within 14 days of its occurrence. McHugh Concrete reserves the right to alter their payment terms and/or the customer's credit limit in the event of a change to any of that information.

Ownership/risk

- The concrete is at the risk of the customer as soon as it is discharged from the vehicle making the delivery.
- Ownership of the concrete shall not pass to the customer until McHugh Concrete has received in full all sums due.
- The placement, management, curing and protection of the concrete are the full responsibility of the customer.
- It is the customer's responsibility for the health and safety of any visitors to their site and the general public.
- It is the customer's responsibility to ensure that protective measure have been taken in respect of any property.

Limitation of Liability

- McHugh Concrete's liability in respect of defects of concrete (including failure to comply with a description and/or specification) shall not exceed the cost of removal and replacement.
- McHugh Concrete shall not have any such liability:
 - If water is added to the concrete at the customer's request after the McHugh Concrete operator has informed the customer that it would be excessive and the 'Additional Water' box on the delivery ticket has been ticked.
 - If a defect arises because the customer has failed to follow accepted trade custom and practices regarding the treatment of concrete or any advice given by McHugh Concrete.
 - If the customer alters the concrete in any way after becoming aware of the possible defect.
 - Unless the customer has given to McHugh Concrete written notice of the defect within 60 days of the date of the delivery.
 - Unless McHugh Concrete is given a reasonable opportunity after receiving such notice to investigate the alleged defect and to make recommendations as to any remedial action to be taken.
 - If the customer fails to carry out McHugh Concrete's recommendations as to any remedial action to be taken.

Consequential Loss

- McHugh Concrete shall have no liability for any loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever – however caused – which arise from or in connection with any concrete supplied by McHugh Concrete.

Mix Design

- The customer is responsible for the mix design ordered and McHugh Concrete will supply the concrete ordered. Should the customer request that additional water be added during the pour, McHugh Concrete will NOT take responsibility for the strength of the concrete. McHugh Concrete will supply a disclaimer for the customer to sign.

Concrete Testing

- McHugh Concrete carries out random testing of its concrete. Should a customer request that a cube sample is taken on site, they will be charged accordingly at the appropriate rate.

Weather Conditions

- McHugh Concrete does not recommend that concrete be poured during periods of extreme weather conditions.

Wash-Out Facilities

- On-site wash-out facilities should be provided by the customer.

Health and Safety

- **WARNING:** wet concrete can cause burns. Protective clothing must be worn at all times. If contact is made with the skin, the affected area must be washed immediately.

Waiver of Terms and General Conditions

- No waiver or variation of these conditions shall be affected unless confirmed in writing by a Director of McHugh Concrete.
- The terms and conditions outlined in this document shall override any information contained within the website or supplied by other means.
- The contract between McHugh Concrete and the customer shall be in every respect governed by and interpreted in accordance with English law in England.