

think
Radbournes

SAND • GRAVEL • STONE
DECORATIVE AGGREGATES
MINI MIX CONCRETE
CONCRETE PUMPING

Account Application Form

Please fill in this form and fax it to:

01432 351 833

Or call in to Radbournes
Reynard Close
Chapel Road
Rotherwas Industrial Estate
Hereford HR2 6JH

If you have any questions, just call
us on 01432 2769 623
or email accounts@radbournes.co.uk

HUGE PRODUCT RANGE • GREAT SERVICE • EXPERT ADVICE • FAST DELIVERY

APPLICATION FORM 1

Company Name

Company Address

Postcode

Telephone No

Mobile No

Email

Partners Names (If applicable)

Registered office address (If applicable)

Company Registration No.

Type of Business/Occupation

Estimated amount of monthly credit

APPLICATION FORM 2

Trade References

1 Name

Address

2 Name

Address

3 Name

Address

We wish to open a monthly credit account and submit the above for your consideration. You are authorised to apply for any references that are required. In event of credit facilities being granted I/we understand that:

Monthly accounts are payable on or before the last day of the month following that in which the goods services are provided. All sales are made under the conditions of sale attached. Credit facilities may be withdrawn if accounts remain unpaid this or the account balancr exceeds ther agreed limit.

Signed

Name Printed

Position

Date

Terms and Conditions for Concrete Pumping

1. Definitions

- a) The "owner" is the Company, firm or person letting the plant on hire and includes their successors, assigns or personal representatives.
- b) The "hirer" is the Company, firm, person, Corporation or public authority taking the owner's plant on hire and includes their successors or personal representatives.
- c) "Plant" covers all classes of plant machinery, vehicles, equipment and accessories therefore, which the Owner agrees to hire to the Hirer.
- d) The "hired period" shall commence from the time when the plant leaves the Owner's depot or place where last employed and shall continue until the plant is received back at the Owner's named depot or other agreed location.
- e) A "Consumer Contract" is a contract entered into with a person acting in his own capacity and not for or on behalf of any business or trade entity.

2. Servicing and inspection

The hirer shall at all reasonable times allow the Owner, his Agent or his Insurers to have access to the plant to inspect, test, adjust, repair or replace the same. So far as reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.

3. Limitation of Liability

Except for liability on the part of the Owner, which is expressly provided for in the Contract (including these Clauses):

- a) The Owner shall have no liability or responsibility for any loss or damage or whatever nature due to or arising through any cause beyond his reasonable control.
- b) The Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the Hirer's loss of profit, loss of use of the plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any financial or economic loss or indirect or consequential loss or damage of whatever nature: and
- c) Whenever the Contract (including these Clauses) provides that any allowance is to be made against hire charges, such allowances shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

4. Notice of Accidents

If the plant is involved in any accident resulting in injury to person or damage to property, immediate notice must be given to the Owner by telephone and confirmed in writing to the Owner's office. In relation to any claim in respect of which the Hirer is not bound fully to indemnify the Owner, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

5. Re-Hiring etc

The plant or any part thereof shall not be re-hired, sub-let, or lent to any third party without the written permission of the Owner.

6. Travelling Times and Fares

Travelling time and fares for drivers, operators and any person supplied by the Owner, similar expenses incurred at the beginning and end of the hire period and where appropriate return fare of the driver, operator and any person supplied by the Owner to his home will be chargeable at cost. No charges shall be made by the Owner for any such expense incurred by other employees of the Owner for the purpose of servicing, repair or maintenance of plant, unless necessitated by the Hirer's negligence, misdirection or misuse of plant.

7. Responsibility of Customer

The customer is solely responsible for the provision of a supply of concrete of a suitable and readily pumpable consistency at a suitable rate and shall be responsible for informing the Company of the nature and amount of any additive incorporated in the concrete. The Company cannot accept any responsibility for delays in output arising from failure in this respect. The Customer is also solely responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for his purpose.

8. The Customer shall provide the following facilities without charge to the Company

- a) An adequate piped water supply at the Pump position.
- b) Temporary light at the Pump position and along the pipeline when required.
- c) Facilities for washing out the Pump and adequate assistance in clearing any spillage.
- d) Any additional labour required in respect of pipeline erection and
- e) Suitable supports for pipelines and anchorage points for vertical pipelines.
- f) All access scaffolding and ladders necessary for the safe and proper execution and progress of the work. The Company have not included the cost of providing, erecting or moving any necessary scaffolding.

9. Setup / Derig

The Customer's attention is drawn to the fact that the Company requires up to sixty minutes at the beginning and end of a pumping operation to set up, derig, wash out and prepare for travel.

Unless otherwise agreed in writing:

- a) The Customer shall be prepared to allow the pump to arrive on site up to sixty minutes before it is ready to operate and allow it to go off site up to sixty minutes after it has ceased to operate.
- b) This period of time will be charged for at the working rate.

10. Health and Safety

The Customer shall be responsible for compliance with the Building (Safety Health and Welfare) Regulations and with all other Governmental, Local Authority and other

regulations for the time being in force relation to the works being carried out by him.

The Company shall be responsible for compliance with the Advisory Code for Safety in Concrete Pumping issued by the British Concreting Pumping Association as from time to time in force.

11. Damage

The Customer shall make good to the Company all loss of or damage to the Pump from whatever cause the same may arise, fair wear and tear excepted, and shall fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the Pump in respect of all costs and charges in connection therewith whether arising under statute or Common Law save that in accordance with the Unfair Contract Terms Act 1977 the Company shall remain liable for claims for death or personal injury resulting from the negligence of the Company.

12. Breakdown

Any concrete blockage or chock within the Pump Machine or pipeline will not be construed as a breakdown under the hire agreement

Full allowance will be made to the Customer for any stoppage due to breakdown of the Pump caused by the Pump being defective, for any stoppage due to a breakdown of the Pump caused by fair wear and tear and for any stoppage for the normal running repairs in accordance with the terms of the contract.

Subject to the provision of the Clause above, the Company will be responsible for the cost of repairs to the Pump involved in breakdowns and will bear the cost of providing spare parts.

Each Pump specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more Pumps (whether the property of the Company or otherwise) through any cause whatsoever, shall not entitle the Customer to compensation or allowance for the loss of working time by any other Pump or Pumps working in conjunction therewith.

13. Customer Responsibility

- a) The Customer shall be responsible for the cost of any tyre damage or punctures that occur on the site of operations.
- b) The Customer shall provide at his or her own expense, and ensure that a reasonably competent supervisor is in attendance at the beginning, throughout and at the end of the pumping operation to assist the operator.
- c) The Customer must ensure that sufficient competent labour is made available to assist the Operator to prepare the Pump for leaving the site of operations at the completion of pumping.
- d) The Customer will be responsible for all the costs involved in recovering and subsequent damage caused should the Pump be unable to leave the site due to ground conditions or any other reasons outside the control of the Company or the Operator.
- e) The Customer will be responsible for the replacement cost of any ancillary equipment (pipes, clips etc) damaged or lost during the period of hire of the Pump and equipment.
- f) The Company reserves the right to fulfil the Customer's order with whatever Pump it feels is suitable for the hire.
- g) All times quoted by the Company for the arrival of the Pump at the Customer's premises or on site are approximate and in this respect time shall not be of the essence and no claim of any nature will be accepted in respect thereof.

14. Cautionary Notice

We would wish to draw your attention to the potential dangers that are present when pumping concrete. We would therefore, strongly recommend that the attention of your staff and suppliers be drawn to the following list of hazards that could exist.

- a) Concrete can only be pumped under pressure. Always act as if each part of the Pump and its pipeline is under pressure unless our Operator confirms that it is not.
- b) Firm level ground must be made available to enable the Pump to be sited safely.
- c) No one (other than the employees of this Company) is allowed to operate the Pump or get into the cab.
- d) Do not allow the Pump to be operated in any public place until members of the public have been excluded from the area of the Pump, its pipeline and its boom.
- e) Do not work, under the boom or any of the pipelines or pass under them without wearing a safety helmet.
- f) Do not allow the flexible discharge hose at the end of the pipeline to become kinked at any time. The amount of flexible discharge hose, which can be freely suspended from the boom of the concrete pump, is limited by the manufacture. Our Operators have strict instructions not to exceed this limit.
- g) Do not attempt to couple or uncouple sections of the pipeline unless our Operator confirms that it is safe to do so.
- h) There may be a slight blowback of concrete from the charging hopper in certain circumstances; you must, therefore, ensure that anyone close to it exercises caution.
- i) Drivers of vehicles near the Pump, particularly concrete supply vehicles, must exercise great care when manoeuvring, as the Pump Operator is working in the area.
- j) Please ensure that you warn everybody handling concrete that, to avoid harm to sensitive skins, they should minimise contact with wet cement and concrete (e.g. wear suitable protective clothing) and, where contact occurs, should wash thoroughly.
- k) Please ensure that your Site Representative liaises fully with our Pump Operator and remains on site for the duration of our visit including the time for cleaning out the unit at the termination of concreting.

Conditions of Sale

- (1) Prices are subject to revision without notice and will be those ruling at date of dispatch.
- (2) Offers for delivery from stock are made subject to goods remaining unsold on receipt of order.
- (3) Orders may be cancelled only with our written sanction and those goods made to a special order cannot be cancelled.
- (4) Delivery to site or customer's address is limited to as near as safe hard road permits. The customer is to provide, without charge, the labour required for unloading.
- (5) Delivery dates are given in good faith and we shall not be responsible for delay in delivery or failure to deliver insofar as due or contributed to by any cause whatsoever.
- (6) The return of goods, other than returnable empties can be accepted only by prior agreement.
- (7) The right is reserved to subcontract any work or order.
- (8) No claims can be entertained for:-
 - (a) Damage or shortage unless we (and the carrier other than ourselves) are notified in writing within three days from date of delivery.
 - (b) Non-delivery of consignment unless we are notified in writing within seven days from date of advice notice.
- (9) All goods must be inspected on delivery and before fixing to ensure that they are as ordered, suitable for the purpose required and in good condition.
- (10) Whilst every endeavour is made to supply goods as ordered and of sound workmanship and material, no guarantee or warranty is given or implied as to the correctness, soundness, workmanship or efficiency of any goods (whether supplied for any particular purpose or otherwise and whether or not supplied direct from another manufacturer or supplier) but in the event of any goods supplied proving to be defective in material or workmanship we undertake to replace or repair the same free of charge provided that a claim has been made in writing with full particulars within one month of delivery of the goods. We shall be under no liability for the cost of carriage or the removing or refixing goods or for any consequential loss or damage direct or indirect of whatsoever nature and the forgoing undertaking is given in place of all conditions or warranties of every kind whether express or implied by law or otherwise (which are hereby expressly excluded).
- (11) (a) The risk in the goods shall pass to the customer when the goods have been delivered to the customer and no claims can be entertained in respect of the safety of the goods thereafter and accordingly the customer shall ensure the goods from that time against such risks (if any) as the customer thinks appropriate.
(b) However the ownership of the goods shall remain with us and we reserve the right to dispose of the goods until payment in full for all the goods has been received by us in accordance with these conditions or until such time as the customer sells the goods to its customer by way bona fide sale at full market value. If such payment is overdue in whole or in part, we may (without prejudice to any of our other rights) recover or resell the goods or any of them and may enter upon the customer's premises for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the customer's solvency is involved. If any of the goods are incorporated in or used as materials for other goods before such payment the property in the whole of such goods shall be and remain with us until such payment has been made or the other goods shall have been sold as aforesaid and all the rights hereunder in the goods shall extend to those other goods.

(12) Calculation of VAT

VAT is calculated at the appropriate rate on the goods total of deducted.

(13) Minimum Invoice Charges

A monthly minimum invoice charge of £7.50 + VAT will apply to all accounts.

(13) Bagged Aggregates

Unless specified or otherwise agreed filled bulk bags have a target weight of 1000kg + or - 5% when filled.

Wood and Bark Products unless specified otherwise are 1.00m³ when filled using the bulk density system as set out in

BS EN 12580.