



FRANK ENGLAND & CO LTD

TERMS & CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 "Company" means Frank England & Co Ltd.
- 1.2 "Customer" means the person, firm or company purchasing goods from the Company.
- 1.3 "Goods" means all materials, stone blocks, slabs, memorials, processed stone, bespoke items, accessories, crates or services supplied by the Company.
- 1.4 These Terms apply to all quotations, orders, contracts and deliveries made by the Company and prevail over any terms proposed by the Customer unless expressly agreed in writing by a Company director.

2. QUOTATIONS AND ACCEPTANCE

- 2.1 Quotations are valid for 30 days unless otherwise stated.
- 2.2 Acceptance of a quotation or placing an order constitutes full acceptance of these Terms.
- 2.3 Any Customer terms, purchase conditions or written or verbal instructions that conflict with these Terms shall be ineffective unless expressly agreed in writing by the Company.

3. PRICE & PRICE VARIATION

- 3.1 All prices are exclusive of VAT unless stated otherwise.
- 3.2 Prices may be subject to fluctuation relating to quarry cost, currency movement, fuel surcharge, import duty, freight, port charges, or recognised building material index variations.
- 3.3 Where imported stone increases in cost between quotation and import date, the Company may apply a surcharge and will provide supporting documentation.
- 3.4 The Company reserves the right to correct any clerical or typographical error in quotations or invoices without liability.

4. BESPOKE & NON-STANDARD ORDERS

- 4.1 Any made-to-measure, engraved, inscribed, cut-to-size, processed, memorialised or non-stock item is non-cancellable and non-returnable once production has commenced.
- 4.2 Customer drawings and specifications must be accurate; the Company accepts no liability for errors arising from incorrect or incomplete information supplied by the Customer.

5. PAYMENT TERMS

5.1 Unless otherwise agreed in writing, payment is strictly 30 days net from invoice date.

5.2 Failure to pay by the due date entitles the Company to suspend deliveries, withdraw credit facilities, demand immediate payment of all outstanding balances, and/or terminate the contract.

5.3 The Company may charge statutory late payment interest (currently 8% above Bank of England base rate) together with all reasonable debt recovery and legal costs under the Late Payment of Commercial Debts (Interest) Act 1998.

6. RETENTION OF TITLE AND RISK

6.1 Title to all Goods remains with the Company until payment has been received in full for all invoices due from the Customer, not only specific Goods delivered.

6.2 Risk passes on delivery, regardless of title. The Customer must insure the Goods thereafter.

6.3 Until title passes, the Customer must store Goods separately and in good condition and ensure they remain identifiable as Company property.

6.4 If Goods are resold or incorporated into other products, the Customer holds the proceeds of sale on trust for the Company and must account for such proceeds on demand.

6.5 If payment is overdue or the Customer enters insolvency, administration, liquidation, corporate reorganisation, winding-up petition, or material credit deterioration, the Company may terminate the contract, repossess Goods without notice, enter any site or premises to recover Goods, and/or claim proceeds of sale.

6.6 The Customer grants irrevocable access rights for the Company or its agents to enter property for the purpose of recovering unpaid Goods.

7. DELIVERY, OFFLOADING & ACCESS

7.1 Delivery of Goods is arranged via independent third-party haulage providers. Delivery is deemed complete when Goods are handed to the haulier for transport to the Customer's nominated address. Risk in the Goods passes to the Customer at that point.

7.2 The Company is not liable for any delay, failed delivery, misrouting, offloading incident, property damage, handling accident, shortage or damage occurring in transit while under the care, control or custody of a third-party haulier. The Customer must raise any transit-related claim directly with the haulier and/or relevant insurer.

7.3 Prices include standard haulage to a nominated address during normal working hours unless otherwise stated. Any surcharge, redelivery, waiting time or additional handling cost arising from Customer instructions, access issues or unsuitable delivery conditions shall be payable by the Customer.

7.4 The Customer is solely responsible for safe access to the delivery point, availability of suitable offloading facilities, appropriate lifting equipment, competent labour to unload, and all property or personal injury risks associated with offloading, handling or movement of Goods once delivered to site.

7.5 Deliveries made off a public road, onto private land or ground considered unsuitable are undertaken at the Customer's risk. The Customer indemnifies the Company and the haulier against all claims, losses or damage arising from such access decisions.

7.6 Delivery times are estimates only. The Company accepts no liability for delay or failed delivery arising from any act, omission, capacity issue, breakdown or operational difficulty of a third-party haulier, port authority, logistics provider or customs process. The Company's liability, where applicable, is limited to arranging replacement of Goods only where the Company is directly responsible for the error.

8. INSPECTION, ACCEPTANCE & CLAIMS

8.1 The Customer must inspect Goods before unloading wherever possible.

8.2 Visible defects or transit damage must be noted in writing on the delivery note and supported with photographic evidence.

8.3 All complaints relating to visible defects must be reported within 48 hours of delivery. Latent defects must be notified within 14 days of supply.

8.4 Once Goods are processed, inscribed, worked, cut, installed, polished, craned, drilled or fixed by the Customer or a third party, they are deemed accepted and no claim for defect or refund will be entertained.

9. NATURAL VARIATION AND SAMPLE DISCLAIMER

9.1 Natural stone is subject to geological variation in colour, grain, veining, bedding, fissures, shading or marking.

9.2 Samples, photographs, brochures or digital media are indicative only; no guarantee of exact match is made or implied.

9.3 No claim shall be accepted for variation from sample unless expressly warranted in writing.

10. WARRANTY AND LIABILITY

10.1 The Company's liability for defective Goods is strictly limited to free replacement only. No refund or compensation will be payable for bespoke Goods.

10.2 The Company is not liable for installation costs, engraving or memorialisation costs, labour charges, consequential or indirect losses, cemetery fitting delays, business interruption or loss of earnings, incidental losses, transport, hire charges or profit loss.

10.3 The Company gives no warranty that Goods are fit for a specific cemetery requirement unless advised in writing; the Customer must verify compliance with cemetery regulations before ordering.

10.4 Where Goods are mixed, processed, polished, cut or fixed after delivery, all warranties terminate automatically.

11. FORCE MAJEURE

The Company shall not be liable for delay, cost or failure arising from circumstances outside its control, including but not limited to quarry disruption, civil unrest, war, sanctions, pandemic, customs delays, shortage of freight capacity, container unavailability, port shutdown, shipping line failure, energy shortage, fire, flood, strike, or labour disruption. Delivery may be suspended or rescheduled without liability.

12. STORAGE

Where Goods are ready for delivery but the Customer delays delivery or installation, the Company may charge reasonable storage, insurance or handling fees. Risk in stored Goods remains with the Customer.

13. RETURNS

Standard stock items may only be returned with written Company consent and will be subject to inspection and a restocking fee. Original crate integrity must be maintained. Bespoke orders are non-returnable.

14. TRADE REFERENCES & CREDIT

All quotations may be subject to satisfactory trade references and credit checks. The Company may withdraw or amend credit terms at any time without explanation.

15. GDPR & DATA PROTECTION

The Company may retain and process Customer data for account management, invoicing, credit assessment, debt collection, and regulatory compliance under UK GDPR.

16. CONFIDENTIALITY

6.1 All pricing, quotations, discount structures, account terms, product sourcing information, quarry details, drawings, technical specifications, processing information, logistical arrangements, meeting notes, negotiation history and any other commercially sensitive information disclosed by the Company to the Customer (whether orally, in writing, digitally or by conduct) is confidential and shall not be disclosed to any third party without prior written consent from a Company director.

16.2 Confidential Information shall be used by the Customer solely for the purpose of purchasing Goods from the Company and not for any other commercial or competitive purpose, including but not limited to benchmarking, reverse engineering, undercutting, competing quotation requests, or use for the benefit of any other supplier or customer.

16.3 The Customer must take all reasonable measures to protect Confidential Information, including preventing disclosure by employees, subcontractors, consultants, or any affiliated businesses to whom the information is made available. The Customer shall remain fully liable for any breach of confidentiality by such persons.

16.4 Confidentiality obligations shall survive termination of the commercial relationship indefinitely, regardless of whether the Customer ceases trading with the Company, changes ownership, or enters liquidation, administration, asset sale or company reorganisation.

16.5 If the Customer breaches (or threatens to breach) this clause, the Company shall be entitled, without proof of special damage and without limitation of any other rights or remedies, to seek and obtain:

- injunctive relief preventing further disclosure or misuse,
- damages for financial loss,
- and full recovery of legal and enforcement costs on an indemnity basis.

16.6 Confidentiality shall not apply to information that:

- becomes legitimately available in the public domain through no fault of the Customer;
- is lawfully obtained by the Customer from a third party who is not under any duty of confidentiality; or
- is legally required to be disclosed by court order, regulatory instruction or tax authority, provided the Customer gives the Company prompt written notice before disclosure and limits the disclosure strictly to what is legally required.

16.7 The Customer shall not, without prior written consent from a Company director:

- disclose pricing, account terms or discount structures to other memorial masons, suppliers, distributors, fabricators or competitors; or
- use any Confidential Information to leverage or negotiate improved terms or commercial advantage with any other supplier or stone merchant.

17. SUB-CONTRACTING

The Company may use third-party hauliers, processors, or service providers without Customer approval.

18. NOTICES

Formal notices must be served in writing to the Company's registered office or accounts email address. Email instructions and confirmations are deemed legally binding.

19. NON-WAIVER

Failure of the Company to enforce these Terms on any occasion shall not prevent enforcement at a later date.

20. GOVERNING LAW & JURISDICTION

These Terms and all contracts are governed by the laws of England & Wales and, where applicable, Scotland. Any dispute arising from this contract may be brought in the courts of England & Wales or Scotland at the Company's sole discretion. The Customer agrees irrevocably to submit to such jurisdiction as nominated by the Company.