

Order Acceptance



MARK SCOTT ARENAS



Terms & Conditions

1. GENERAL & FORMATION

1.1 The Company refers to Mark Scott Arenas Limited.

1.2 This contract includes all terms agreed. No previous oral or written representations shall form part of this contract.

1.3 Any works undertaken not specified in the quotation will be charged at the Company's standard rates and must be authorised by the Proprietor.

2. SITE ACCESS & DELIVERY

2.1 The Customer shall allow unhindered access for vehicles, staff, and machinery. The Company is not obligated to make good damage to cattle grids, entrance roads, drains, or pipes caused by standard access.

2.2 It is the Customer's responsibility to provide access that is sufficiently hard, high, and wide for heavy lorries. It is at the driver's discretion whether site access is safe.

2.3 The Company is not liable for damage caused by delivery lorries or delays in material delivery.

3. UNDERGROUND SERVICES & PLANNING

3.1 The Customer warrants that the site is free from buried pipes, wires, cables, or obstructions. The Company is not liable for damage to undeclared underground services.

3.2 Any delays caused by underground obstructions will be charged at the Company's hourly rate.

3.3 The Customer is responsible for obtaining all necessary planning consents and permissions.

3.4 Costs for shielding overhead cables to prevent "arcing" to machinery will be passed to the Customer.

4. CONSTRUCTION & MATERIALS

4.1 All quotations assume a sub-base of earth or clay. If rock, concrete, or tarmac is encountered, additional removal costs can be borne by the Customer.

4.2 The Company is not responsible for the disposal of waste materials uncovered during construction.

4.3 Natural materials (sand/timber) may vary in colour or size. All depths quoted are approximate.

5. MAINTENANCE & USE

5.1 Running-In Period: Works must not be used prior to completion. Surfaces must be maintained according to provided instructions. Failure to maintain even depth may invalidate guarantees.

5.2 Watering: Sand surfaces must be watered by the Customer to the equivalent of 1.5" of rain before initial use.

5.3 The Company is not liable for defects arising from the weakness of the existing foundations provided by the Customer.

6. TITLE & PAYMENT

6.1 Title of goods does not pass to the Customer until full payment is received.

RETENTION OF TITLE & TERMINATION

(a) Legal and beneficial title to the goods shall remain with the Company and shall not pass to the Customer until the Company has received payment in full for all goods and services supplied.

(b) Until title passes, the Customer shall hold the goods as the Company's fiduciary agent and bailee.

(c) The Company shall be entitled at any time to recover any goods in which it retains title and, for this purpose, the Customer hereby grants the Company, its agents, and employees an irrevocable licence to enter any premises where the goods are stored (or where the Company reasonably believes them to be stored) during normal business hours to inspect or repossess them.

(d) This right shall be triggered immediately if the Customer enters into any composition with creditors, has a receiver appointed, or faces any action under the Insolvency Act 1986.

6.3 The contract price is exclusive of VAT, which will be charged at the prevailing rate.

7. LIABILITY

7.1 The Company's liability for non-performance is limited to the value of the goods to which the claim relates.

7.2 The Company is not liable for minor cosmetic defects in concrete, such as hairline cracks or colour variations.

Ashford Road, Bethersden, Ashford, Kent, TN26 3AT

Company No: GB 14020221 | VAT No: GB 489468810

Client Name: _____

Address: _____

Post Code: _____

Payment Schedule:

- **Deposit (50%):** Required upon signing to secure the works schedule.
- **Interim Payment (40%):** Due 2 working days before delivery of surface materials (subject to project type) to site.
- **Final Balance (10%):** Payable within 7 days of project completion.


Site Information:

Please provide any local information (buried cables, pipes, access restrictions on the day):

Declaration:

I/We accept this quotation and agree to the Mark Scott Arenas Limited Terms and Conditions of Sale attached (overleaf). I/We understand that this forms a legally binding contract.

Signed: _____ **Date:** _____



The business card is split into two color sections: a light beige left half and a dark green right half. On the beige side, there are four contact icons (phone, email, globe, location) with their respective details. A circular image of a horse's legs in a sunset is positioned between the two sections. The dark green side features a white silhouette of a horse, the company name 'MARK SCOTT ARENAS' in white capital letters, and the tagline 'Part of FSE Group' in a smaller, lighter font.

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MARK SCOTT ARENAS
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