



The customer's attention is drawn in particular to the provisions of clause 10.

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**1. Interpretation**

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Cancellation Form:** the form annexed to these Conditions.

**Company:** Lightwater Quarries Limited, a company limited by shares and registered in England and Wales with company number 01267442 and registered at North Stainley Estate Office, North Stainley, Ripon, North Yorkshire HG4 3JN.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 16.

**Consumer:** an individual purchasing goods or services for their own personal use and not in connection with a business.

**Contract:** the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Cooling Off Period:** 14 days from the date of the Order.

**Customer:** the person or firm who agrees to purchase the Goods from the Company.

**Data Protection Legislation:** (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulation and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor

legislation to the GDPR and/or the Data Protection Act 2018.

**Delivery:** shall mean the completion of the unloading of the Goods (or any part of them) at the Delivery Location or, in relation to collection by the Customer, as defined in clause 5.2 (and **Delivered** shall be construed accordingly).

**Delivery Location:** has the meaning given in clause 4.1.

**Delivery Ticket:** the document provided by the Company to the Customer at the point of Delivery of the Goods which includes details of:

- a) the Relevant Standards (if any) applicable to the Delivery of the Goods;
- b) the Delivery; and
- c) the specification and quantity of the Goods Delivered, including details of any authorisation provided to the Company by the Customer to amend the specification of the Goods as detailed in the Specification, including but not limited to the addition of water or any other materials to the Goods Delivered.

**Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** the Customer's order for the Goods, as set out in:

- a) the Customer's purchase order form; or
- b) in the Customer's written acceptance of the Company's quotation; or
- c) any other written or verbal correspondence between the Customer and the Company setting out the Customer's requirements and confirmation of the Customer's instructions.

**Specification:** the specification for the Goods, including the information required by or any requirement for the Goods to conform to any Relevant Standards, reference to any particular sample and any related mix descriptions that is included in the Order and/or that is agreed in writing by the Customer and the Company.

**Relevant Standards:** any standards or compliance requirements applicable to the Goods that are specifically brought to the attention of the Company by the Customer as part of the Specification prior to acceptance of the Order.

- 1.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.5 A reference to **writing** or **written** includes email.
- 2. Basis of contract**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing other than those that it would be unlawful to exclude.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete, accurate and in accordance with any Relevant Standards.
- 2.3 Any initial enquiry by the Customer regarding the availability of Goods or a quantity of Goods will not constitute an offer and will not form part of the Order unless and until specific quantities are stated and Delivery considered as part of the Order.
- 2.4 Subject to clause 2.5, the Order shall only be deemed to be accepted on the earlier of:
- (a) when the Company issues a written acceptance of the Order;
  - (b) when the Company commences performance of any service relevant to the Contract; or
  - (c) when the Company appropriates any Goods for the performance of the Contract,
- at which point the Contract shall come into existence.
- 2.5 If the Order is for any volumetric concrete, the Order shall be deemed to be accepted on Delivery noting that volumes and price of the Goods may change at the point of Delivery.
- 2.6 The Customer acknowledges that it shall have no right to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions other than in accordance with clause 16.
- 2.7 Any samples, catalogues, technical circulars, price lists, descriptive matter or advertising produced by the Company and any descriptions contained in such materials are produced for the sole purpose of giving an approximate idea of the Goods and do not form part of the Contract nor have any contractual force.
- 2.8 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of one calendar month from its date of issue.
- 3. Goods**
- 3.1 The Goods are described in the Specification.
- 3.2 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.4 Health and Safety information relating to the Goods is available on request. The Customer warrants that it will pass on to all third parties to whom it may supply the Goods all information as to the use and safe handling of the Goods as may have been passed on to the Customer by the Company.
- 4. Delivery**
- 4.1 If it is agreed between the parties that the Company shall deliver the Goods, Delivery shall be made to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at a time and date agreed by the Customer and the Company (**Delivery Date**).
- 4.2 The Customer shall, at least **one** working day prior to the Delivery Date, provide to the Company adequate delivery instructions and any other instructions which are relevant to the supply of the Goods.
- 4.3 On Delivery of the Goods, the Customer shall:
- (a) provide safe and adequate access to the point at which the Goods are to be unloaded;
  - (b) have all necessary equipment and facilities at the Delivery Location ready to take Delivery of the Goods at the time of Delivery;
  - (c) on request assist the Company with the unloading of the Goods;
  - (d) complete and sign the Delivery Ticket; and
  - (e) ensure the vehicle delivering the Goods is held at the Delivery Location for no longer than half an hour.
- 4.4 If, in the opinion of the Company, the Customer fails to comply with clause 4.3(a) to 4.3(d), the Company may, in its absolute discretion, refuse to unload the Goods and charge the Customer for all costs incurred with the attempted Delivery.
- 4.5 If the Customer fails to comply with clause 4.3(e), the Company may charge the Customer for excess delivery time (at the Company's average time charge rate) and any additional costs, expenses of losses suffered by the Company.
- 4.6 In the event that the Delivery Location is on a public highway, the Customer is responsible for ensuring compliance with all applicable regulations relating to the Delivery on public highways. The Customer shall indemnify the Company in respect of all costs, claims, losses or expenses incurred, including legal costs, which the Company may incur as a result of the discharge onto a public highway.
- 4.7 If the Customer fails to take Delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract, Delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business day after the day on which the Company notified the Customer that the Goods were ready.
- 4.8 If three Business Days after the day on which the Company notified the Customer that the Goods were ready for Delivery the Customer has not accepted actual Delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

- 4.9 The Company may Deliver the Goods by instalments, which may be invoiced and paid for separately. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.10 Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. The Company shall not be liable for any delay in Delivery of the Goods under any circumstances.
- 4.11 If the Customer notifies the Company that it considers that time of Delivery should be of the essence then the Customer shall be responsible for collecting all relevant Goods in accordance with clause 4.11.
- 5. Collection**
- 5.1 If it is agreed between the parties that the Customer will collect the Goods, the Customer shall collect the Goods from the location confirmed by the Company to the Customer (**Collection Location**) at a time and date for collection as agreed between the parties (**Collection Date**).
- 5.2 In the event of collection, the Goods will be deemed Delivered when the Goods have been appropriated to the Contract.
- 5.3 Goods will be deemed to have been appropriated to the Contract at the time that they are measured and separated from other Goods of the Company, whether prior to collection by the Customer or directly to the Customer for the purposes of confirming the volume and or weight of Goods delivered.
- 5.4 In the event that the Customer is unable to collect the Goods on the Collection Date, the Customer must notify the Company immediately.
- 5.5 If the Customer has not collected the Goods within three Business Days after the Collection Date the Company may resell or otherwise dispose of part or all of the Goods and, after deducting storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.6 The Company may agree for the Customer to collect the Goods in instalments, which may be invoiced and paid for separately. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6. Shortages and Excess Goods**
- 6.1 If the Company Delivers more or less than the quantity of Goods ordered the Customer may not reject them.
- 6.2 The Customer must inform the Company in writing within two working days of Delivery of any shortage or excess in Goods Delivered which is below or above the quantity ordered by the Customer. If the Customer fails to provide the Company with written notice of such shortage or excess within this timeframe, the Goods will be deemed to have been Delivered in the quantities shown in the Specification.
- 6.3 In the event of a shortage or excess in Goods Delivered and on receipt of the notice required under clause 6.2, the Company's liability is limited to delivering the quantity of Goods equal to the shortage or the removal of the excess Goods to or from the Delivery Location.
- 6.4 In the event that, on Delivery, the Customer requires a lesser amount of Goods than stipulated in the Order then:
- (a) the Customer shall still be liable to pay the full sum due pursuant to the Order; and
- (b) if the Customer wishes the Company to remove any Goods from the Delivery Location:
- (i) the Company shall be under no obligation to do so unless agreed in the Order;
- (ii) the Customer shall be liable for all costs and expenses incurred by the Company in respect of such removal which shall be considered to be an additional service charged based on the Company's normal average rates unless otherwise agreed in writing.
- 7. Quality**
- 7.1 The Company warrants that on Delivery the Goods shall:
- (a) conform in all material respects with the Specification; and
- (b) be free from material defects in design, material and workmanship.
- 7.2 Subject to clause 7.3, if:
- (a) the Customer gives notice in writing to the Company within 2 working days of Delivery of the Goods that some or all of the Goods do not comply with the warranty set out in clause 7.1;
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if reasonably asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, the Company shall, at its absolute discretion, re-mix or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 7.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
- (b) if loss of workability or change in air content (where applicable) in the Goods is caused by reasons outside the control of the Company;
- (c) if additional water or any other materials have been added to the Goods after the Company has confirmed to the Customer the Goods are ready for acceptance;
- (d) if the Goods have been tested in accordance with the Relevant Standards;
- (e) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or good trade practice regarding the same;
- (f) the defect arises as a result of the Company following any particular mix or Specification supplied by the Customer;
- (g) the Customer alters or repairs such Goods without the written consent of the Company;
- (h) the Goods have been subject to fair wear and tear;
- (i) the defect arises as a result of negligence, or abnormal storage or working conditions by the Customer; or
- (j) the Goods differ from the Specification as a result of changes made to ensure they comply with any Relevant Standards or any other applicable statutory or regulatory requirements.

- (k) in the case of ready mixed concrete the Goods are not unloaded within 30 minutes of arrival at the Delivery Location.
- 7.4 Except as provided in this clause 6, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 Notwithstanding the warranty set out in clause 7.1, the Company provides no guarantee that the Goods will conform in respect of colour, size or otherwise with any sample and/or previous batch of Goods Delivered to the Customer and the Company shall have no liability to the Customer for any such variation in the Goods Delivered.
- 7.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 These Conditions shall apply to any re-mixed or replacement Goods supplied by the Company.
- 8. Title and risk**
- The risk and title in the Goods shall pass to the Customer on completion of Delivery.
- 9. Price and payment**
- 9.1 The price of the Goods shall be the price set out in the Order.
- 9.2 The Company may, by giving notice to the Customer at any time before Delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the Delivery date(s), Delivery times, quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 9.3 Unless otherwise stated the price of the Goods excludes amounts in respect of value added tax (VAT), which the Customer shall be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 9.4 The Company may invoice the Customer for the Goods on or at any time after acceptance of the Order.
- 9.5 Unless expressly agreed in writing all invoices are due and payable in cleared funds on issue.
- 9.6 If the Customer fails to make a payment due to the Company under the Contract within 30 days of the date of invoice or such other due date as may have been expressly agreed in writing, then, without limiting the Company's remedies under clause 11 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.6 will accrue each day at 8% a year above the Bank of England's base rate from time to time.
- 9.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding of tax as required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 9.8 Time for payment shall be of the essence of the Contract.
- 10. Limitation of liability**
- 10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Nothing in the Contract shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 10.3 Subject to clause 10.2:
- (a) the Company shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) if the Customer is operating in business, the Company's total liability to the Customer shall not exceed the amount actually paid by the Customer to the Company for the Goods in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, or if the Customer is a Consumer, the Company's total liability to the Customer shall not exceed the direct or consequential loss caused to the Customer under the Contract.
- 10.4 If the Goods are not manufactured by the Company, the Company's liability in respect of any defect in workmanship or materials of the Goods will be limited to such rights against the manufacturer or the third party who supplied the Goods to the Company as the Company may have in respect of those Goods. The Company will on written request provide details of its rights against the manufacturer or third party and any other terms and conditions imposed by the manufacturer or the third party and so far as possible will on request assign to the Customer any such rights.
- 10.5 The Company shall under no circumstances whatsoever be liable in respect of any damage caused by third party hauliers that deliver the Goods to the Delivery Location.
- 10.6 This clause 10 shall survive termination of the Contract.
- 11. Termination**
- 11.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or

- arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(d), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract when due.
- 11.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract when due.
- 11.4 If the Customer is a Consumer then the Customer may have the right to terminate the Contract without providing a reason, if they do so within the Cooling Off Period and in accordance with clause 11.5.
- 11.5 In the event that the Customer wishes to terminate the Contract, the Customer must inform the Company in writing (including email but not fax) by sending a completed Cancellation Form to the Company.
- 11.6 If the Customer, being a Consumer, terminates the Contract within the Cooling Off Period, the Company will reimburse all payments received from the Customer, less any reasonable costs incurred by the Company in the performance of the Contract up to the point of termination by the Customer.
- 11.7 In the event that:
- (a) the Customer has expressly waived their right to the Cooling Off Period in writing prior to the expiry of the Cooling Off Period; or
- (b) the Customer has requested a Delivery Date within the Cooling Off Period,
- the Company will not be liable to reimburse any payments received and the Customer will be liable for any costs and expenses incurred by the Company in the performance of the Contract.
- 11.8 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods or services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 11.9 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.10 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 12. Data protection**
- 12.1 Any defined terms used in this clause 12, if not otherwise defined in these Conditions, shall have the meanings as set out in the Data Protection Legislation.
- 12.2 For the purposes of the Data Protection Legislation, the Company is the Data Controller of the Customer's Personal Data. The terms Personal Data and Data Controller have the meanings defined in the Data Protection Legislation.
- 12.3 The Company will use the Customer's Personal Data, as well as the Personal Data of any other individual that the Customer provides to the Company during the course of dealings between the Customer and the Company, to:
- (a) fulfil the Contract;
- (b) ensure compliance with internal company management procedures; and
- (c) undertake market analyses and marketing activities.
- 12.4 The Company reserves the right to record or monitor telephone calls for training or security purposes.
- 12.5 The Company will take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 12.6 The Company may use third party suppliers to provide goods and services to the Company and, in some cases, the third party suppliers may have some limited access to the Customer's Personal Data in order to fulfil their contract with the Company. The Company will remain in control of the Customer's Personal Data and will work closely with any third party supplier to ensure that any Personal Data to which they have access remains secure.
- 12.7 The Company may ask whether the Customer consents to receiving marketing communications from the Company. The Customer can withdraw such consent at any time. For marketing purposes, the Company will only use the Customer's name, email address, postal address, job title (where relevant), engagement with previous marketing activity and a record of the Goods previously purchased from the Company.
- 12.8 The Company may also send marketing communications to the Customer regarding goods or services which relate to the goods previously purchased by the Customer from the Company. This marketing is on the basis that the Company has a legitimate interest in sending such communication. The Customer may request such communications to be stopped by providing notice to the Company of the request.
- 12.9 If the Customer chooses not to receive marketing communications from the Company, this does not affect the Customer's ability to order goods or service from the Company or the way that the Company provides those goods or service to the Customer. If the Customer consents to receiving marketing communications from the Company but subsequently withdraws that consent, the Company will retain some Personal Data to ensure

- that the Company records and respects that decision.
- 12.10 The Customer has a number of rights concerning their Personal Data. Details of these rights and how to exercise them can be found at <https://ico.org.uk/global/privacy-notice/your-data-protection-rights/>.
- 13. Events beyond our control**  
Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two months, the party not affected may terminate the Contract by giving 30 days written notice to the affected party.
- 14. Assignments and other dealings**  
14.1 The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.  
14.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 15. Entire agreement**  
This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16. Variation**  
No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17. Waiver**  
No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18. Severance**  
If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed amended only to the extent necessary to make it valid, legal and enforceable, but that shall not affect the validity and enforceability of the rest of the Contract.
- 19. Notices**  
Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the address as notified by the parties from time to time.
- Any notice shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt;

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (iii) if sent by email, on acknowledgement of receipt.
- This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 20. Third party rights**  
The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 21. Governing law**  
The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 22. Jurisdiction**  
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

**Consumer Contract Cancellation Form**

To Lightwater Quarries Limited, North Stainley Estate Office,  
North Stainley, Ripon, North Yorkshire, HG4 3JN:

I/ we \_\_\_\_\_,  
(please print your name(s))

Hereby give notice that I/ we wish to cancel my/ our order relating to:

\_\_\_\_\_  
(please provide a short description of goods and/or services provided)

Having provided our Order on: \_\_\_\_\_  
(please insert the date on which you provided us with your order).

Signed: \_\_\_\_\_

Date:

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