

Country & Leisure UK Ltd.

Terms and Conditions

Definitions

In these Terms and Conditions, the words:

- i. You/your, pertain to the person(s), firm or company who purchases Goods and Services.
- ii. We/our company/us refers to Country and Leisure UK Ltd and its sister companies, Everything Wood, and Prestige Builds (registration, number: 4683236)
- iii. Conditions refer to the standards terms and conditions of sale
- iv. Contract means any contract between our company and you for the purchase and sale of the Goods and provision of Services incorporating these conditions and any design works
- v. Design Works refers to any documents, plans, sketches or other relevant data provided by us relating to the goods and services supplied to you
- vi. Goods refers to the goods agreed in the contract to be supplied by us to you
- vii. Services relates to any service (e.g. consultation, installation & delivery etc.), information or design works supplied by us to you
- viii. Contract of Sale refers to any service or supply of goods from us, as instructed and authorised by you accompanied with an order form and Deposit.
- ix. Deposit means an amount equal to a reasonable estimate of the costs likely to be incurred by our company in the manufacture of the Goods and provision of the Services. Deposit is normally 50% of the total purchase price
- x. Planning Acts refers to the Town and Country Planning Act 1990 (Listed Buildings and Conservation Areas, Hazardous Substances, Consequential Provisions), the Planning and Compensation Act 1991 and all regulations and orders made under these Acts and any changes to these Acts or replacement Acts
- xi. Price List refers to our standard list of products which we supply and the corresponding prices for those products/services and any optional extras. These prices are subject to change at any time (e.g. inflation, political activities, change of supplier etc.).
- xii. Purchase Price means the total price for the Goods and Services provided by us and supplied to you

The Contract

All the terms of the Contract are contained in this document. If you do not agree with any of the information written, you must notify us before contract of sale. Any agreed changes must be produced in writing by us and supplied to you before Contract of Sale. Once instruction has been given by you, the conditions of this contract are valid.

Orders and Cancellation

A binding contract will be made when you complete an order form and return to us with the Deposit. The type, quantity and description of Goods/Services are those set out in the price list and order form although we may need to change the specification/price of some Goods or Services to include substitution when necessary (i.e. supplier difficulties, safety or legal reasons etc.). We will inform you prior to purchase of any such changes with an amended invoice.

Cancellations must be received in writing within an acceptable period of notice i.e. within 7 days following authorisation. Deposits will be retained to cover costs incurred. In the respect to bespoke designs, we cannot return monies paid once works have begun.

Price

Unless otherwise agreed, the price charged will be that set out in the price list, amendment and order form (to include any altered prices such as material substitution, inflation etc). Goods and Services charged are inclusive of any Value Added Tax (where appropriate). Delivery is normally charged extra depending on region, service required (heavy vehicles, levies, duties or other appropriate taxes). Charges will be shown on the order form/invoice as in most cases subcontractors will require payment directly to them.

Payment

A 50% deposit is required to confirm your order/service requirements, unless if your order is to be delivered within two weeks of order then payment in full will be required. Remaining balance with bank clearance is required prior to delivery. For bespoke builds we will require 90% of the total cost prior to construction with the remaining on installation. Payment (accepted in pounds sterling only) is deemed valid once funds received by you have been cleared by the bank. Any monies withheld without prior written agreement by us will incur charges (3% above Natwest Bank plc base rate). Interest will be charged until payment is received and validated in full. We retain all ownership of any goods supplied to you until full payment is received and reserve the right to remove any goods supplied to you. Any projects larger than £4000 will be agreed on a separate payment schedule.

Delivery

Delivery will be take place once full payment has been received at the location specified on the order form (unless otherwise notified in writing by you). Whilst we endeavour to deliver goods at a convenient time for you, this is not always possible. You must check that you are satisfied with goods and installation and sign accordingly before our installers depart (so that any concerns may be rectified immediately). Any concerns arising following this must be reported within a reasonable time period i.e. two weeks. On occasions delivery and installation may be on different dates in order to make best use of logistics and weather conditions.

Force Majeure

We can not take responsibility for any event affected by 'force majeure' i.e. any event we cannot control or foresee such as; war, riots, natural or nuclear disaster, civil strife, terrorist activity, adverse weather conditions, fire, epidemics or health injury/risk, transport problems (e.g. traffic congestion, diverts etc.), environmental policy or any other similar events that may affect the quality of our goods and services during manufacturer, delivery (i.e. delays, disruption, failure) and installation.

Installation

You must ensure that you receive the necessary planning, laws, orders, council or local government regulations or directions relating to any authority or permission prior to any installations. The area for installation must be accessible and free from any debris, fixtures, gas/electrical/plumbing/communication supplies or any other item that may hinder installations. If you prefer to do any grounds work yourself, this must comply with our minimum requirements for safe erection of works. If our installers feel that the area does not meet health and safety requirements, they have the right to withhold installation with charges incurred for further delivery. We cannot take responsibility for difficulties arising from inadequate ground preparation.

You must ensure that the area is secure from other persons (other than our appointed installers) and pets during installation for safety requirements. You must take reasonable care of your own safety and that of others during installation.

Planning Permission

It is your responsibility to determine if planning permission is required by your local council prior to confirmation of order for any building works/installations. We will not be liable for any costs, expenses, loss or claims for compensation or any other liability arising directly or indirectly as a result of failure to comply with planning regulations.

Design Works

In accordance of the data protection act, we will not divulge any information pertaining to any documents, materials or house details provided by you unless constitutes public knowledge (unless dictated by law).

Copyright of any of our designs to include drafts will remain our property unless otherwise agreed in writing by ourselves.

Risk and Ownership of Goods

You are responsible for any loss or damages caused following installation. In the event of none payment as defined in this document, we retain the right to retrieve any goods not paid for either prior to or following installation (e.g. large bespoke builds are built on your premises) and costs incurred. All goods remain in our ownership until satisfactory payment has been made (in full with bank clearance).

Liability

We shall have no liability to you;

- i. for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, delayed, changed without notice, or any other fault attributable to you.
- ii. for any costs incurred due to adverse weather conditions, unsuitable ground or foundations, relocation of service supplies (e.g. gas, electric, water etc.), relocation of other builds such as garden sheds, decking etc necessary prior to installation.
- iii. for any indirect losses incurred to you from the above to include any claims against you resulting from your taking possession of the goods and delivery and installation, or any action, disputes by neighbours or authorities for breach of planning acts or other legislation.

We shall be liable to you;

- i. in the event that our company or any persons appointed on our behalf knowingly misrepresents our Goods and Services or knowingly incurs loss or damage to goods provided, or for damage or personal injury caused by them to you.

General Provisions

- i. any notice must be in writing and should be sent to us by recorded delivery for your protection.
- ii. we shall be entitled to assign our rights under the Contract and sub contract any or all of our obligations under the contract to any third party.
- iii. a person who is not a party to the Contract has no rights under the Contracts Act 1999 (rights of Third Parties) to enforce any terms of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- iv. We withhold the right to charge a finders fee (minimum of £5000), should sub contractors or employees be approached for any works outside of what has been agreed. Written consent must be applied for in all cases.