

TERMS AND CONDITIONS

These terms and conditions are governed by and according to English Law. All disputes arising are subject to the exclusive jurisdiction of the English Courts, which will apply to the purchase of our product &/or services detailed in our quotation to you as the customer and from us as The Oak Designs Co Ltd. The descriptions of the purchased products is set out in our sales documentation and is to be read together with our material specification and any drawing we provide to illustrate our product. Photographs on our website are for illustrative guide purposes and cannot be held against us legally as they are buildings which have been completed and sometimes adapted to suit varying finishes and additions by the customer themselves.

‘The Company’ means The Oak Designs Company Limited and ‘Our’ shall have the corresponding meaning.

‘You’ means you the customer and contracting party and ‘Your’ shall have the corresponding meaning.

‘Terms’ means these terms and conditions of the agreement between You and The Company including those stated in Our Quote.

‘Order’ means Your instruction to The Company for the supply of Products or Services as defined in Our Quote.

‘Product’ means any building, whole or in part, or item Ordered by You as defined in Our Quote that is accepted by The Company.

‘Service’ means any Service offered by and requested of The Company by You that is accepted by The Company.

‘Quote’ means a formal written quotation of Products and or Services provided by The Company for You.

1. Quotations and Orders:

Quotations provided by The Company are valid for a period of three months from the date stated on the Quote except in circumstances where they have been publicly advertised otherwise all Quotations and Orders for Products or Services defined by The Company are subject to these terms and conditions in full. All prices Quoted for Products and Services by The Company are exclusive of and subject to the addition of Value Added Tax (VAT) at the current rate. VAT may be applied at a reduced rate according to current legislation only upon receipt of Your appropriate documentation.

Where Quotations have been provide based on verbal, written instruction or drawings provided by You and are not accompanied by a corresponding drawing prepared by The Company, we reserve the right to adjust the Quotation accordingly.

Exclusions defined in Our Quote are not exhaustive and where anything is not specified as included it is assumed by The Company to be excluded.

Payment terms are as specified in Our Quotation. Orders can be accepted by The Company but will only be contractual upon return to The Company by You, signed approved copies of Our

construction drawings, signed quotation, signed agreement to Our Terms and deposit as set out in Our payment terms.

The Company does not accept retentions as we guarantee Our Product. The Company reserves the right to charge interest on any overdue payment at 4% above base rate at the time, retains ownership of Products and reserves the right to dismantle and repossess any Product should any outstanding payments not be made in full by You within a period of six months from the invoiced date.

Should You wish to cancel Your Order, cancellations must be made in writing and refund of any payments made prior to cancellation are subject to deduction of any costs incurred by The Company including any Local Authority fees, consultant fees, material procurement, labour, travel and administrative costs.

Should You wish to delay delivery which has been agreed with The Company, The Company reserves the right to charge You reasonable costs for storage during the period of the delay.

2. Inspection and acceptance of Our Products:

You must inspect the products on delivery or collection, if you identify any damages or shortages, you must notify us in writing or email within 24 hours from delivery with photos if needed other than by agreement we will only accept returned goods if they are defective and, if required, been subject to our inspection.

3. Risk and Title:

The risk and protection of the goods will pass onto you at the time of delivery or stage thereof. The title of the products will not pass onto you until we have received payment in full of the products and services we have supplied as they become due.

4. Services:

Planning: Unless You are using the planning Service in full offered by The Company,

You are responsible for compliance with all the conditions associated with Planning Legislation and The Company accepts no liability.

Building Regulations: Following the submission of a Building Regulations Application or Building Notice by You, Your representative or The Company for inspection by the Local Authority Building Inspector or Approved Inspector where applicable, The Company reserves the right to recover the cost from You for any additional work or change in specification to Products requested by the Local Authority or Approved Inspector in order to comply with current Building Regulations Legislation not previously included in Our Quote. The Company accepts no liability for noncompliance not directly associated to Products or Services provide by The Company.

5. Groundworks:

Where groundworks have been quoted by The Company, the quoted price is subject to a site survey and will be confirmed prior to commencement of works but will at all times remain subject to change if deemed necessary to comply with Building Regulations Legislation and unknown factors below ground level etc.

6. Bricks : ODC Special wide Bricks

Where supply of 150mm* wide bricks has been Ordered by You for use by You or Your ground worker, it is Your responsibility to check that the quantity of bricks Ordered by You is sufficient. The Company reserves the right to charge for additional bricks and any associated delivery costs. (*Brick sizes to meet BS EN 771-1 tolerances).

The Company supplies 150mm* wide bricks in full and half pack quantities only (275 and 138 number respectively) and any unused bricks will not be credited, collected or restocked by The Company.

The Company will deliver 150mm* wide bricks by prior arrangement by means of an independent haulier. Please notify ODC if you have a shingle drive or if no one will be able to attend on delivery to accept the pallets of bricks.

The Company will not be able to guarantee time of delivery and it will be Your responsibility to accept delivery and ensure suitable access as close to the site as possible.

It is Your responsibility to ensure that the groundworks have been completed in accordance with the setting out dimensions provided by The Company. The Company accepts no liability in respect of the suitability of typical details in relation to site- specific requirements.

If The Company is carrying out assembly of the frame onto groundworks not carried out by The Company, You must notify The Company at least 48 hours in advance if the groundworks are not complete and ready to receive the frame.

All indicated timescales for deliveries made by The Company are given in good faith and The Company does not accept liability for variations or delays caused by circumstances beyond Our control.

You or Your designated representative will be available at the time of delivery to accept the Products supplied and off loaded.

It will be Your responsibility to ensure that there is a suitable area to receive the Products and You will be responsible for any loss or damage to Products delivered and signed for due to theft or other events as well as the cost of their replacement.

Our Quotation assumes adequate access for delivery of the Product by lorry, where access is over any unmade road, delivery will be subject to the condition of this ground. If determined by The Company or its independent haulier that the site is not readily accessible at the time of delivery, it is Your responsibility to provide adequate equipment or manpower to ensure that the Product is delivered to the required location or reimburse The Company for any additional labour, equipment and material costs necessary unless previously specified in Our Quotation.

7. The Site:

The Company shall be responsible for the removal and disposal of materials and waste from Your site associated and in connection with and works undertaken by The Company.

For the duration of any on site works undertaken by The Company, You will take all reasonable and appropriate steps to ensure Your own safety and that of any third parties by denying access to or personally supervising the site.

The Company provides Public Liability and Employers Liability insurance and instructs its employees and sub-contractors to take every reasonable precaution. However, The Company, its employees and sub-contractors accept no responsibility for injury to persons or damage to property, works, installations or services on the site or in its immediate vicinity however caused.

8. Materials : Please also refer to our materials specification

Timber Products supplied, oak, softwood and other hardwoods are natural materials and are subject to variation in colour and texture. Green oak contains tannin, which leeches out and may stain brickwork or other adjacent materials leaving rust like staining. This is a natural process will last a few months and any staining will eventually wash away. This tannin can also cause black marks to appear on the surface of the oak where there has been in contact with ferrous metals these can be left, lightly sanded off or removed with a solution of oxalic acid. Green oak has a high moisture content initially, over time this material will season, during which time it may warp, twist and split. This does not affect the structural integrity of the frame, however, we recommend keeping artificial heating or drying of the frame to a minimum to reduce its affect. Oak weatherboarding more so than softwood, is subject to movement due to seasonal changes in moisture and humidity and as a result may warp and split as well as developing a silver grey patina over time if unstained. The Company does not recognise any of the above as defects in the Product.

9. Joinery Products:

Supplied by The Company are of seasoned, high quality joinery grade timbers and are supplied (unless requested by You as untreated) with a base coat preparation. It is Your responsibility to ensure all joinery receives a minimum of two additional coats to a finish / stain of Your choice to all surfaces both internally and externally applied by You immediately after fitting and periodically to prevent swelling and shrinkage due to changes in humidity. The Company accepts no responsibility to defects caused as a result of Your failure to carry out these treatments. Proof of treatment is also required to validate any such warranty with the company.

10. Assembly:

Where The Company carries out the assembly of the frame, You or Your representative will be present at completion of the assembly and carry out, accompanied by a representative of The Company, an inspection of the completed assembly. Upon satisfactory completion of the inspection, You will sign off the works as completed make any payment due under Our payment terms.

11. Copyright:

The Company owns all intellectual property and designs rights to Products, whole or in part, supplied to You. The Company retains the copyright to all drawings, brochures, literature and quotations provided which must not be copied or distributed in any way without written authority from The Company.

You agree that The Company has the right to photograph the finished product, whole or in part at any time for use in Our advertising or marketing. The Company will respect Your privacy and ensure Your anonymity.

You agree that The Company may display a signboard at the entrance to Your property / site for the duration of The Companies involvement in the project.

12. Full Deposit Protection:

Any Deposit paid to The Company will be indemnified as a personal guarantee from the owner/director Mr S Elliott. If in the event The Company is unable to repay a deposit due to lack of funds or insolvency, Mr S Elliott will cover this cost as a personal guarantee to the customer.

13. Our Guarantee:

The Company guarantees the Timber Frame supplied where assembled by The Company for a period of ten years against structural failure or serious defect. This guarantee does not apply to any Products or materials not assembled by The Company or any of its sub-contractors nor does it apply to second hand or reclaimed materials.

This guarantee is invalid if there are any subsequent modifications, alterations, additions or extensions made by You or any third party to the structure as designed by The Company without prior written consent from The Company to do so.

This guarantee does not cover damage caused to the structure be it by accident, fire or any other event or use other than that for which it was designed for.

Declaration:

I hereby agree to the above terms and conditions

Terms and Conditions Deliveries & Access:

Printed Name



The Oak Designs Co Ltd. Unit 3, The Framing Yard, Spithurst Commercial Centre, Spithurst Road, Barcombe, East Sussex. BN8 5ED. Tel: 01273 400411

Signed

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Date (Please retain one copy for your records)

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