

WITHINGTON HILL TERMS AND CONDITIONS

1 Interpretation

1.1 Conditions

Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by us.

1.2 Goods

means the articles or products which We agree to sell to You

1.3 Order

means the order for the supply of Goods as set out on our order form

1.4 We/Our/Us

means Withington Hill Limited

1.5 You/Your

means the person who buys or agrees to buy the Goods from Us being the person or company to whom the Order for the Goods is addressed.

2 Offer and Acceptance

2.1

These are the terms and conditions on which We supply the Goods to You. The Conditions shall apply to all contracts for the sale of Goods by Us to You to the exclusion of all other terms and conditions, including any terms or conditions which You may purport to apply under any purchase order, confirmation of order or similar document.

2.2

The order constitutes an offer by You to purchase the Goods in accordance with these Conditions.

2.3

Prices are held for a period of 4 months from receipt of order unless otherwise stated in writing by Us.

3 Representations

3.1

Our website, catalogue and brochures are solely for the promotion of Our Goods and any images are for illustrative purposes only and the Goods supplied may vary from those images.

4 Variations, Alterations and improvements

4.1

No variation to these Conditions (including any special terms and conditions agreed between the parties) will be accepted unless agreed in writing by Us.

4.2

Any variation to the Goods requested by You and agreed to in writing by Us may result in additional charges and an increase in the Price payable by You.

4.3

We reserve the rights to vary the Goods and these conditions from time to time in the event of changes in relevant laws and regulatory requirements.

4.4

As alterations and improvements are continually being made to Our various products We reserve the right to make any change without notice in materials, dimensions and design which are thought to be desirable and which does not materially affect Your use or enjoyment of the Goods, but on this account no extra charge shall be payable by You.

5 Quantity and Description

The quantity and description of the Goods shall be as set out in our Quotation and the Order.

6 Rejection

Where you reject any Goods which conform to the contract of sale, then You shall have no further rights whatever in respect of the supply to You of such goods or the failure by Us to supply the Goods

7 Third Party Rights

The provisions of the contracts (rights of Third Parties) Act 1999 shall not apply to any contract made between Us and You and a person who is not a party to the contract shall have no right under the Act to enforce any terms of the contract.

8 Severance

If any term of the contract made between Us and You or the Conditions set out herein is deemed unenforceable than this shall not affect the validity of the remaining terms, which shall remain valid and enforceable.

9 Delivery

9.1

Any time or date for delivery given by Us is given in good faith and is an estimate only. The delivery dates given upon placing an order may change due to staffing, access or transport issues worsened by changing weather conditions We will notify you by email.

9.2

Should the delivery be aborted due to an inaccessible site or incomplete ground works, the goods will be stored on the customer's property and the final balance payment will become immediately due. Risk to the goods will pass to the customer. We retains title to the goods until full payment is made.

9.3

Additional costs will be incurred by You and invoiced accordingly for returning to site and installing buildings/goods. These invoice/s will become due for payment prior to the completion of the installation.

10 Force Majeure Event

10.1

We shall not be liable to You as a result of any delay or failure to perform our contractual obligation as a result of a Force Majeure Event.

10.2

For the purposes of these Conditions a Force Majeure Event means an event beyond Our reasonable control including but not limited to strikes, lockouts or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage compliance with any law or government order, rule, regulation or direction, accident breakdown of plant or machinery, fire, flood, storm or default of suppliers.

10.3

If the Force Majeure Event prevent Us from providing the Goods for more than 8 weeks We shall then, without limiting our other rights or remedies, have the right to terminate our contract with You immediately by giving written notice to You.

11 Drawings and Specifications

11.1

You must satisfy yourself that the information on the drawings and any measurements and specifications supplied by Us for the preparation and building of base is suitable for the particular type of building according to Your site and local climatic conditions.

11.2

Standard drawings are prepared and are supplied free of charge to You when Orders are subsequently placed. A charge will be made for drawings which are requested by you which do not subsequently result in an Order offer from You.

11.3

We shall not check and shall not be responsible for any inaccuracy in any drawings or specifications supplied by You.

12 Site Access and Unloading

12.1

If the Order includes delivery to site, then this is based on the assumption that the site is readily accessible by hard road and that there will be no delay with the unloading and performance of the site work.

12.2

Where the goods are supplied delivered and assembled it is Your responsibility to unload any materials which are delivered prior to our assembly team arriving on site.

12.3

Timber buildings are bulky and have to be delivered on fairly large vehicles. If the site cannot be reached by such a vehicle, then the unloading of the vehicle from the nearest accessible highway and the delivery of the Goods to the site is Your responsibility, alternatively additional labour charges will apply.

12.4

Any special circumstances required to enable or facilitate delivery should be made clear when ordering to prevent delay and inconvenience to both You and Us.

12.5

You are responsible for rights of access over or through any private roads, driveways, gates or other property and any damage caused to them shall not be Our responsibility and We will not pay for any associated repair costs.

13 Demurrage

We reserve the right to charge You demurrage at a rate of £25.00 per hour per man, or part thereof, if any vehicle of Ours is delayed by you for more than 60 minutes beyond the time arranged for unloading. This charge is to reimburse Us for the extra costs that We will incur by your delay in unloading the vehicle.

14 Payment

14.1

Unless other arrangements are expressly made in writing, the total or final balance of the Price or any staged payments of the Price shall be payable as set out in the Order.

14.2

Any alterations, modifications or replacements required by You after delivery shall not entitle You to postpone payment

15 Delayed Payment

15.1

If the total or final payment or if any staged payments of the Price, as set out in the Order, become overdue then interest will be added to the amount outstanding, without further notice. Added interest will be charged at 5% above Royal Bank of Scotland Base Rate.

16 Risk and Title

16.1

We reserve the right to repossess any of the Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose You hereby grant an irrevocable right and license to Us and Our servants and agents to enter upon all and any of your premises or third party premises, with or without vehicles, during normal business hours for the purpose of repossessing the Goods.

16.2

You shall be responsible for all costs incurred by Us in respect of any repossession of the Goods.

16.3

All risks of accidental loss or damage to the goods pass to the Customer at time of delivery

16.4

The goods shall remain the sole and absolute property of Withington Hill Ltd until payment in full has been received by Us and the buildings are to remain unused and unoccupied until such payment is made.

17 Termination

17.1

If any of the events set out below have occurred. You shall immediately return the goods to Us. If You should fail to return the Goods, We shall have the right to re-take possession of the Goods and for that purpose, by our servants or agents, to enter any premises of Yours where the Goods may be.

17.1.1 You enter administration within the meaning of schedule B1 of the Insolvency Act 1986, or

17.1.2 on the appointment of an administrative receiver or a receiver or manager of Your property under Chapters I of Part III of that Act, or the appointment of a receiver under Chapter II of that Act or

17.1.3 on the passing of a resolution for Your voluntary winding-up without a declaration of solvency under section 89 of that Act, or

17.1.4 On the making of a winding-up order under part IV or V of that Act or

17.1.5 You, being an individual, are the subject of a bankruptcy petition or order.

18 Building Assembly

18.1

When assembly of any goods is included, it is on the understanding that there is a hard road for Our vehicles to approach the site and that there is adequate access and working space, free from obstructions which might cause delays to our working employees. Additional charges may be added for any delays.

18.2

We cannot accept responsibility for any shrinkage, cracking, warping or the like, following construction. Loose knots, splits and shakes, which may develop due to seasonal climatic change, do not impair the structural stability of the building.

19 Preparation of Foundations

Construction and preparation of the foundations are Your sole responsibility and are to be constructed to plans supplied by us.

It is important that You check that the foundations are correct to size (to steel tape measurements) level and square. If, we find any faults or error in the foundations which are likely to cause delay, or prevent Us from proceeding with the erection of the Goods, then the expense to meet this delay, loss of time and travelling time involved, is your sole responsibility.

20 Effects of Wet or Cold Weather

We cannot be responsible for weather delays or any staining or dis-colouring of materials caused by wet or cold weather.

21 Cancellation

21.1

No cancellation of the Order can be accepted except by special arrangement confirmed by Us in writing and should You for any reason fail or refuse to take delivery of any material offered by Us in accordance with the delivery terms of this contract payment of the Price shall be made by You as if the materials offered had in fact been delivered and in addition You shall pay to Us a reasonable charge for the storage of such material for any period in excess of 28 days in which You continue to fail or refuse to take delivery.

22 Warranty

22.1

Except where otherwise provided, We warrant that goods or work comply with their description of the Order and are free from material defects at the time of delivery or practical completion (where assembly is to be undertaken by Us).

For the avoidance of doubt, material defects exclude:

- i) any variation in the grain or shading in natural products such as timber used from any sample previously provided or examined by You;
- ii) any variation in size outside timber trade normal sizes unless previously agreed in writing

iii) unsuitability of timber products supplied at Your request to be of a specific grade;

iv) defects resulting from any inaccuracies in the specifications and instructions provided by You.

22.2

In the event that the goods or works have been prepared or constructed or assembled in accordance with the specifications or instructions provided by You then We give no other warranty (and any warranty, term or condition that would otherwise be implied is excluded) as to the quality of goods or works or their fitness for any purpose.

22.3

Buildings manufactured by Us are supplied for a variety of uses and to widely differing specifications. Certain buildings may require Local Authority planning and/or Building Regulations approval. It is Your express responsibility to determine the need for, and obtain, all such approvals.

We make no warranty, nor give any undertaking, to You that the goods or any building offered to you will comply with Local Authority planning and/or building Regulation requirements, and accepts no responsibility if they do not.

23 Defects and Rectification

23.1

You must inform Us in writing within seven days of delivery or from date of practical completion of any assembly (if later) with full details of any alleged defects discovered by you and allow Us to investigate (with access to your premises or to the site to which the Goods were delivered).

23.2

If the Goods or works are found to be defective in material or workmanship (following investigation by Us) and You have complied with these Conditions in full We will, at Our option, rectify the relevant goods or works or refund an appropriate part of the Price.

24 Consequential Loss

We will not be liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profit or loss of use) arising from the contract for the supply of the Goods or their use, even if We are negligent.

25 Negligence

25.1

Our total liability to You (from one single cause) for damage to property caused by our negligence and for all other liabilities not referred to elsewhere in these Conditions is limited to damages to the Price of the Goods.

25.2

Nothing in these Conditions restricts or limits Our liability for death or personal injury resulting from negligence.

26 Liability

Except where You are dealing as a consumer (as defined in the Unfair Contracts terms Act 1977 Section 12 and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)), all warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law (save as expressly given by these Conditions) are excluded to the fullest extent permitted by law.

27 Taxes (VAT)

Unless specifically stated, quotations and Price does not include taxes or duties of any kind and as such exclude United Kingdom Value Added Tax , taxes and duties of any Country to which goods are exported are excluded unless specifically stated otherwise, the price of the Goods is exclusive of Value Added Tax which shall be due from

You at the rate falling on the date of our VAT invoice. Taxes and duties of any Country to which goods are exported are not included in the price and You shall pay any such Taxes or Duties in addition to the price.

28 Clerical Errors

Clerical errors are subject to correction.

29 Insurance

You must insure the Goods once they have been delivered to site.

30 Construction (Design and Management) Regulations 2015

30.1

For the purpose of the Construction (Design and Management) Regulations 2015 and in the event that more than one contractor will be working on a project at any time (or if this is reasonably foreseeable) You are the client for the purposes of those regulations and You will be required to fulfil the duties of principal designer and of principal contractor in accordance with regulations 11 and 12 and in regulations 12 to 14 respectively unless you appoint in writing a designer with control over the pre-construction phase as principal designer, and contractor as principal contractor

30.2

If you will not be undertaking the roles of principal designer and principal contractor You must notify Us in writing as soon as these appointments have been made and in any event, before any construction phase in respect of the Goods begins so that we can liaise with You or Your contractors regarding the delivery and, if agreed, the assembly of the Goods so they can co-ordinate with any other parties who will be undertaking any other work on the project (including but not limited to any fitting out, insulating, electrical, heating, adapting or additions) and affecting the Goods that we supply.

31 Intellectual Property

All Intellectual Property Rights in or arising out of or in connection with the goods shall be owned by Us.

32 No partnership or agency

Nothing in the contract between Us and You is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as an agent for, or to bind, the other party in any way.

33 Governing Law

The contract between Us and You and these Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

44 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any contract made between the parties or its subject matter or formation (including non-contractual disputes or claims).

