

**TERMS AND CONDITIONS OF BUSINESS  
OF  
ROOKERY BARNS LTD.**

**1. DEFINITIONS**

The following expressions shall have the following meanings:

- 1.1 "Supplier" means ROOKERY BARNS LTD. of HARTLEY WOOD FARM, OAKHANGER, HANTS, GU 35 9JW .
- 1.2 "Customer" means any person who purchases Services and/or Products from the Supplier;
- 1.3 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.4 "Quotation" means a statement of work, quotation or other similar document describing the Services and/or the Products;
- 1.5 "Services" means the services as described in the Quotation and include any materials required to complete the work;
- 1.6 "Products" means any products supplied by the Supplier to the Customer;
- 1.7 "Terms and Conditions" means the terms and conditions of supply of Services and/or Products set out in this document and any subsequent terms and conditions agreed in writing by the Supplier;
- 1.8 "Order" means the formal acceptance by the Customer of the Quotation.
- 1.9 "Agreement" means the contract between the Supplier and the Customer for the provision of the Services and/or Products incorporating these Terms and Conditions.

**2. GENERAL**

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services and/or Products by the Supplier to the Customer and shall supersede any other documentation or communication between the Supplier and the Customer.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

### **3. QUOTATION**

- 3.1 The Quotation for Services and/or Products is carried out subject to these Terms and Conditions.
- 3.2 The Quotation for Services and/or Products shall remain valid for a period of 6 months from date of quotation..
- 3.3 The Quotation must be accepted by the Customer in its entirety.
- 3.4 The Customer shall be deemed to have accepted the Quotation by placing an Order with the Supplier.

### **4 SERVICES, PRODUCTS AND DELIVERY**

- 4.1 The Services and/or Products are as described in the Quotation.
- 4.2 Any variation to the Services and/or Products must be agreed by the Supplier in writing.
- 4.3 Any drawings, descriptions or specifications contained in advertising material, brochures or catalogues issued by the Supplier are for the sole purpose of giving an approximate idea of the Products and/or Services and will not form part of any Agreement unless otherwise agreed in writing by the Supplier.
- 4.4 The Services and/or Products will be delivered between the hours of 07.30.am and19.00 pm.mon-.sat. The Supplier may vary these times by contacting the customer agreeing a change in working times as per the individual contract requires.
- 4.5 Dates given for the delivery of Services and/or Products are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

### **5 PRICE AND PAYMENT**

- 5.1 The price for Services and/or Products is as specified in the Quotation.
- 5.2 The price for any materials required to complete the Services is as specified in the Quotation.
- 5.3 The terms for payment are as specified in the Quotation.
- 5.4 The Customer must settle all payments for Services and/or Products .as per the quotation.
- 5.5 Should the customer not make payment at the agreed time as per the quotation, the supplier has the option to charge interest on the outstanding amount from the date it was due. This will be charged at 3% above the bank of England base lending rate.
- 5.6 The Supplier is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Supplier is late.
- 5.7 The Customer is not entitled to withhold any monies due to the Supplier.
- 5.8 The supplier is entitled to charge for any additional work required to complete the Services which was not anticipated at the time of the Quotation.

- 5.9 If payment has not been received in full (including VAT) after completion of the building as per the quotation, the supplier, having given 7 days written notice, of completion of the building and final request for payment is irrevocably authorized to enter onto the premises where the building is and remove his goods. This right is in addition to other rights exercisable by the supplier under those circumstances

## **6 CUSTOMER OBLIGATIONS**

- 6.1 The Customer will provide access to the Supplier at the times specified in these Terms and Conditions and will co-operate with all reasonable requests by the Supplier.
- 6.2 The Customer will provide electricity, water to the Supplier for the purpose of completing the Services.
- 6.3 The Customer will meet the cost of all necessary approvals and permissions required to complete the Services prior to the commencement of the work.
- 6.4 The accuracy of any measurements requested by the Supplier for the supply of Products only shall be the responsibility of the Customer and any expenses incurred by the Supplier as a result of inaccurate sizes shall be met by the Customer.
- 6.5 The Customer will take all reasonable steps to ensure that the Supplier does not sustain any damage or loss to any equipment stored on site.
- 6.6 The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customer's failure to comply with the obligations as defined by these Terms and Conditions
- 6.7 The customer shall ensure the site and access to the site complies with all health & safety requirements and does not endanger the safety and welfare of the supplier's operatives.
- 6.8 The customer is responsible for identifying the location of underground services, pipes, or other utilities and cannot hold the supplier responsible for damage to these should this occur during the provision of the groundwork's and the building.
- 6.9 The customer must not do anything to vitiate or reduce the insurance cover of the supplier.

## **7 SUPPLIER OBLIGATIONS**

- 7.1 The Supplier shall supply the Services and/or Products as specified in the Quotation.
- 7.2 The Supplier shall perform the Services with reasonable skill and care to a reasonable standard.
- 7.3 The Supplier shall comply with all relevant health and safety regulations.
- 7.4 The Supplier shall be responsible for all waste management and disposal required in the course of providing the Services and/or Products.
- 7.5 The supplier shall hold a valid employer and public liability insurance policies.
- 7.6 The Supplier shall take all reasonable steps to reduce the expansion of external items such as, doors and windows but cannot be held liable should any such expansion occur.

- 7.7 The company holds insurance covering the building during its construction, the company's employees, and third party risks
- 7.8 . Where appropriate, the Supplier shall be registered with the relevant organisation for the purpose of self-certification or notify building control to arrange for an inspection of the work carried out if so required to do so in terms of the relevant building regulations.

## **8 CANCELLATION**

- 8.1 The Customer may cancel an Order for Services and/or Products by notifying the Supplier in writing within 14 days of placing the Order and any monies paid by the Customer will be refunded in full subject to the deduction for construction/manufacture of the building should they have taken place and an administration cost . This amount will be at the discretion of the supplier and be fairly calculated.

## **9 GUARANTEE**

- 9.1 In addition to the Customer's statutory rights, the Supplier guarantees that the Services and/or Products will be free from defects in materials and/or workmanship for a period of 5 years from the date of the final completion invoice.

- 9.2 Clause 9.1 does not apply:

9.2.1 If a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Services and/or Products after risk has passed to the Customer;

9.2.2 If a fault arises due to willful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Customer or a third party. We inspect the materials at the time of manufacture; we cannot be responsible for warping, shrinkage, and expansion, cracking or the like.

- 9.3 If the Services and/or Products are found to be defective in accordance with these Terms and Conditions then the Supplier shall, at their sole discretion, either repair, re-perform or replace the Services and/or Products or refund any monies paid for the defective Services and/or Products.

- 9.4 Where the Services and/or Products are defective or do not comply with the Agreement the Customer must notify the Supplier in writing within 14 days from the date of delivery.

- 9.5 If the Customer has not paid for the Services and/or Products in full by the date the defect in Services and/or Products is notified to the Supplier then the Supplier has no obligation to remedy the defect in terms of this Clause 9.

## **10 INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights, registered or unregistered, including but not limited to patents, trademarks, design rights and know-how remain the property of the Supplier and cannot be used by the Customer without the written permission of the Supplier.

## **11 TITLE OF GOODS**

- 11.1 Title of the suppliers goods remain the ownership of the supplier until payment of the contract price has been made in full, by means of cleared funds. Until such receipt is received the customer is not permitted to occupy/make alterations, to the building .The customer is not permitted to allow his/her own contractors to enter the building without the permission of the supplier.

## **12 DEFAULT**

- 12.1 The Agreement shall continue until the Services and/or Products have been provided in terms of the Quotation or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 12.2 The Supplier may terminate the Agreement if the Customer has failed to make over any payment due within 2 weeks of the sum being requested.
- 12.3 Either party may terminate the Agreement by notice in writing to the other if:
- 12.3.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
  - 12.3.2 The other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
  - 12.3.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
  - 12.3.4 The other party ceases to carry on its business or substantially the whole of its business; or
  - 12.3.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 12.4 In the event of termination the Customer must make over to the Supplier any payment for work done and expenses incurred up to the date of termination.
- 12.5 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

## **13 WARRANTIES**

- 13.1 The Supplier warrants that the Products will, at the time of delivery, correspond to the description given by the Supplier.
- 13.2 The Supplier warrants that the Services will be performed using all reasonable skill and care.
- 13.3 Without prejudice to clause 13.1 and clause 13.2 and except as expressly stated in these Terms and Conditions, all warranties whether express or implies, by operation of law or otherwise, are hereby excluded in relation to the Service and/or Products to be provided by the Supplier.

## **14 LIMITATION OF LIABILITY**

- 14.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Service and/or the Products.
- 14.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 14.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services or supply the Products by any agreed completion date.
- 14.4 The supplier shall not be responsible for any alterations made on instructions from the customer which differ from the plans /instructions approved by the local planning/building authority, any remedial works will be charged.
- 14.5 Should the supplier be in default the customer is restricted to a limitation of the value of the contract price for both direct and indirect consequential damages

## **15 INDEMNITY**

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

## **16 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **17 ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

## **18 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **19 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

**20 NOTICES**

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Quotation or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

**21 ENTIRE AGREEMENT**

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

**21 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.