

Carr's Terms and Conditions

Carr Portable Buildings Ltd Terms and Conditions of Trade (2021)

Recitals

These Terms and Conditions ("Conditions") are to be read in conjunction with the Order Form signed by the Buyer upon placing the order to purchase the Goods.

The Buyer confirms that the Carr Order Form has been completed, and that any error or omission contained therein will be at their own risk.

The Buyer confirms that they understand that the Goods are not sold for residential purposes, and confirm that they are not being used for any purposes that may require Planning Permission, Building Regulation Standards or any approval required by any authority, statutory or otherwise.

1. Interpretation

1.1 In these Terms:

The "**BUYER**" means the person who places an order for Goods or whose order for the Goods is accepted by the Seller.

The "**GOODS**" are the goods (including any instalment of the goods or parts for them) which the Seller is to supply in accordance with these Terms.

The "**SELLER**" means

Carr Portable Buildings Ltd, (Head Office)

Sopwith Crescent, Hurricane Way,

Wickford, Essex SS11 8YB

www.carrgardenbuildings.co.uk

Company Reg No: 1017147

VAT Reg No: 246 9219 40

The "**CONDITIONS**" are the standard terms and conditions of sale set out in this document and the "**CONTRACT**" is constituted by the "**ORDER FORM**" which is the contract for the purchase and sale of the Goods, these Terms and Conditions of Trade.

In "**WRITING**" includes correspondence by email or post.

1.2 Any reference in these Conditions to any provision of a statute, regulation, order or other form of legislation is construed as a reference to that provision as amended re-enacted or extended from time-to-time.

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Seller's Obligations

2.1 These Conditions shall govern the Contract to the exclusion of any other terms and conditions.

2.2 The Seller shall supply and install the Goods in a good and workmanlike manner using materials and workmanship herein specified or otherwise of a good and suitable standard and which are not generally regarded as deleterious. If the Goods include any design to be carried out by the Company, any such design shall be carried out employing the standards of reasonable skill and care to be expected of a properly qualified and competent engineer or its equivalent profession experienced in carrying out work of a similar scope, nature, timescale and complexity to the Works.

2.3 The Seller cannot guarantee that sizes and measurements are accurate as timber stock sizes change from time to time as possible and buildings designs may change over time so buildings may differ to pictures shown on the website or any other marketing material. The Seller may change its manufacturing or timber jointing methods from time to time so buildings may differ to pictures shown on the website or any other marketing material.

2.4 Timber is a commodity with a variable prices and the Seller may change the advertised price at any time. The price payable by the Buyer shall be the price advertised or communicated when the order is placed and contained in the Order Form. At certain times of the year to certain destinations there may be a delivery charge. This will be communicated if appropriate to the Buyer at time of order.

3. BUYERS OBLIGATIONS

3.1 Upon placing the Order the Buyer must pay the deposit stated within the Order Form at the time of order. If the deposit is not paid, the Goods will not be manufactured or delivered. The Buyer will immediately pay the balance stated on the Order Form at the time of delivery of the goods. If no-one is at the property on the day of delivery then the balance payment must be made the previous day.

3.2 The Buyer confirms that they have adequate base preparation for the installation of the Goods. Please see (Base Preparations) for full details.

3.3 The Buyer should check the details of any order (including name, full delivery address, contact details and any applicable specification). Any orders are subject to availability of the timber and related goods for production. Production begins on all orders immediately and products are bespoke and made to order. Any cancelled orders will incur a 25% charge of original order. If the Buyer cancels within 72 hours of planned despatch, the seller will be liable for 75% of the full cost of the order.

3.4 At the time of the order, the delivery address should be made clear by the Buyer and the Buyer should ensure that these are correct on the Order Form. A guide time will be provided for expected delivery shortly after the order has been received and this will be confirmed 2 to 3 weeks before delivery. As goods are bespoke there may be some variance from time to time in the delivery period from the target given. For the purposes of this agreement, time shall not be of the essence. Any proposed change in the specified Delivery Date shall be notified to the Seller 3 clear working days prior to the Delivery Date to be considered. The Seller shall use reasonable endeavors to re-arrange upon request.

4. INSTALLATION

4.1 Installation of the Goods is only included in the Contract if stated in the Order Form.

4.2 Installations are carried out on weekdays between the hours of 08.00 hrs and 16.00 hrs. Installations outside of these hours may be subject to an additional charge.

4.3 Where the Contract does include installation of the Goods, the following requirements must be met by the Customer:

4.3.1 Unless previously agreed in writing by the Seller, the Buyer is responsible for providing sufficient space for the offloading and positioning of equipment adjacent to the working area.

4.3.2 The working area must be cleared of all materials and debris.

4.3.3 Free uninterrupted access is to be provided to the working area for the period of the delivery and installation. Access must be clear of height restrictions and sharp turns.

4.3.4 The Buyer is to provide power for hand tools and appropriate task lighting.

4.3.5 The Buyer is to provide washing, toilet and drying facilities.

4.3.6 The Seller may charge the Buyer for any additional cost or expense incurred by the Seller as a result of any delay or difficulty in commencing, continuing with or completing the installation for reasons outside the Seller's reasonable control.

4.3.7 The Buyer undertakes to maintain the working area and installation workplace in a safe condition and to comply with all applicable laws governing workplace health and safety.

4.3.8 At times due to prevailing weather conditions, the floor of your building may be dirty after installation where our team have walked across the floor. Unfortunately it is unsafe to cover the floor to prevent this as that would be slippery and dangerous.

4.4 If the Buyer fails to take delivery of the Goods without warning due to inadequate base preparation or similar reason the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and re-delivery or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract. The Seller will not accept any responsibility for any third party costs incurred for late or failed deliveries.

4.5 The Seller is not responsible for damage caused to the Buyer's property during delivery and installation. The Buyer must inform the Seller of any delivery and access restrictions at the time of placing the order.

4.6 Any failed, abortive or return delivery shall incur a £250 delivery charge.

5. WARRANTY

5.1 The Goods are provided with a 12 month warranty whereby the Seller correct any defects in material and workmanship, unless specifically stated otherwise.

5.2 Buyers are required to acknowledge that timber is a natural material that may split, expand and contract over time or in extreme weather conditions. The Seller accepts no liability for natural maturing, splitting or movement of timber.

5.3 As part of the warranty conditions roofing felt must be kept clear of debris, branches and obstructions.

5.4. EPDM roofing membrane is warrantied for five years from the date of installation.

5.4.1 As part of the warranty conditions EPDM rubber roof must be kept clear of debris, branches and obstructions. Damage by any third party, animal, or any other object of any description is not covered under this warranty.

5.4.2 This warranty is from Seller to Buyer and is not transferable to a third party.

5.4.3 This warranty refers to the membrane only; flashings, adhesives and other accessories contained in the membrane system are not covered under this warranty.

5.4.4 Should any leak be discovered in the membrane the Buyer must provide written notice to the Seller within 14 days if deterioration of the membrane is suspected as the cause of the leak. In the event the Seller reasonably determines that deterioration was caused by a defect in the actual membrane or manufacturing of the membrane then the Sellers liability shall be limited to the replacement membrane costs only.

5.4.5. The Seller may charge a reasonable inspection fee to cover time and travel which is fully refundable should the leak be determined to have been caused by a defect in the material or manufacturing workmanship.

5.4.6 The Buyer will allow for creases or bubbles formed under the membrane, providing that such imperfections do not cause the membrane to allow water through it.

5.4.7 Damages due to act of god, natural disasters (including but not limited to winds, earthquakes, tornadoes), negligence, vandalism; that do not directly arise from any defect in material or manufacturing workmanship are excluded from coverage under this warranty.

5.5 If the Goods have been altered or customised in any way; or have undergone anything that could be deemed to be an act of the Buyer tampering with the Goods, at the sole discretion of the Seller, the warranty is void.

5.6 The Buyer accepts that it is their responsibility to treat and maintain the Goods.

5.6.1 If not treated by the Seller, the Buyer should treat the goods with a high-quality spirit-based timber preservative within a week of installation; and then at least annually depending upon location and conditions.

5.6.2 Once the Buyer has treated the goods then they must also Silicone the windows and glazing internally and externally, and also Silicone internally around the floor. We recommend that this process be undertaken annually as part of the annual maintenance programme for your garden building.

5.6.3 The Buyer accepts that if the goods are treated (externally only) with wood preservative by the Seller as an optional extra, that some treatment may appear through the cladding to the inside of the Goods (through slats internally, around the window, and door frames).

5.7 Floor bearers are tanalised against rot and are guaranteed for five years, subject to the building being placed on a raised concrete base, there being reasonable drainage around the building, and upon evidence that the Goods have been reasonably maintained.

5.8 The Buyer should undertake their own risk assessment as to the timber buildings usage and location. It is the responsibility of the Buyer to allow for wind damage, of which they should have sufficient precautions in place for anchoring the Goods either with ground anchors or with over-shed steel bonds. The Seller cannot be held responsible for damage that occurs in these incidents, and such damage is not covered by the warranty.

5.9 The Buyer must inspect the Goods on delivery and notify us within 24 hours of any shortages or defects. Any failure to notify will not be covered by the warranty.

5.10 There are no warranties either expressed or implied which extend beyond the warranties contained in this document. The Seller shall not be liable for any incidental, consequential or other damages including but not limited to loss of profit or damage to the structure or its contents arising.

6. MISCELLANEOUS

6.1 The Goods remain the property of the Seller until the sums stated in the Order Form have been paid in full by the Buyer and, if the Buyer fails to pay the Seller reserves the right to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

6.2 The Seller accepts no liability for the use or intended use of the Goods. The Goods are sold as storage units (agricultural) which are not for habitation nor intended to be subject to Building Regulations. It is the responsibility of the Buyer to check whether the building requires Planning Permission or any Local Authority consent or otherwise before placing the order and the Seller makes no comments or recommendations in this regard. The Goods are provided without any expression or suggestion in regard to any permission which may be required. Any cancellations or refunds requested as a result of Local Authority planning intervention are at the cost of the Buyer.

6.3 **Bespoke Buildings :**

6.3.1 The products of Carr Portable Buildings Ltd are primarily used for storage, agriculture and domestic use.

6.3.2 The Buyer acknowledges that Carr Portable Buildings Ltd products are not built to comply with building regulations and, therefore, may not be suitable for uses other than those described above.

6.3.3 The Buyer acknowledges that it is their responsibility to check whether, for its intended use, the building to be supplied requires planning permission or compliance with building regulations.

6.3.4 The Buyer acknowledges that it is their responsibility to take professional independent advice on the size, structure and design of the building taking into consideration any/all requirements for design, build and access.

6.3.5 The Buyer acknowledges that they have been advised by Carr Portable Buildings Ltd that they must seek such advice as needed from local Building Control, Local Planning Department, a structural engineer and/or building surveyor. Carr Portable Buildings Ltd can provide a list of all materials used, fixings a CAD drawing of the building; and it is the Buyers responsibility to have these checked as required.

6.3.6 Buildings are portable buildings designed to sit on a correctly sized base. If in exposed locations or depending on the exposure, the building may require anchoring and it is acknowledged that is the responsibility of the Buyer.

6.3.7 The Buyer acknowledges that it is entirely their responsibility to obtain any local authority or other regulatory approvals or permissions which may be required in respect of the goods and indemnifies Carr Portable Buildings Ltd. against any action, suit, claim, loss or damage that may result from the Buyer not taking or acting upon such advice.

6.3.8 Carr Portable buildings Ltd gives no undertaking whatsoever as to whether any required consents will be given or granted in relation to the building and we will not be liable for any use of the building for a purpose which was not the original one for which consent was given.

6.3.9 The Buyer acknowledges that they will conduct their own risk assessments particularly in relation to fire risk, drainage, anchoring etc.

6.3.10 The Buyer acknowledges that Carr Portable Buildings Ltd has not offered any professional advice on these matters and has advised the Buyer to seek independent professional advice, therefore, cannot be held responsible after the event in any way for any potential problems in respect of any required local authority consents.

6.4 No variation to the Contract shall be binding unless agreed in writing between an authorized representative of the Seller and the Buyer.

6.5 The Seller may appoint a third party to perform any or all of the Works, but shall be liable for the acts and defaults of all such third parties as if they were its own acts and defaults, and shall not be relieved of any obligation hereunder by reason of the use or appointment of third parties.

6.6 Any typographical, clerical or other error or omission in any document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

7. GOVERNING LAW AND JURISDICTION

7.1 The governing law of the Contract shall be the law of England and Wales.

7.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Works or the Contract (including non-contractual disputes or claims).

8. THIRD PARTY RIGHTS

8.1 Nothing in the Contract or Conditions confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

9. SEVERANCE

9.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10. NOTICES

10.1 A notice required or permitted to be given by either party to the other under the Contract shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11. WAIVER

11.1 A waiver of any right or remedy under the Contract or by law is only effective if given in Writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12. LIABILITY AND INDEMNITY

12.1 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

12.2 Subject to Section 7.1 above, the Seller will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

12.2.1 economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or

12.2.2 loss of goodwill or reputation; or

12.2.3 loss of privacy and loss of data; or

12.2.4 special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these Conditions.

12.3 Notwithstanding the above, subject to Section 7.1 the Seller's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the Goods in respect of one incident or series of incidents attributable to the same clause.

12.3 This clause 12 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

12.4 The Seller will take all reasonable precautions to keep the details of your order and payment secure, but, unless the Seller is negligent, it cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

12.5 The Buyer, by entering into the Contract, irrevocable consents to the data that they have provided within the Order being provided to third parties at the discretion of the Seller.