

1. CONDITIONS APPLYING

1.1. These Terms and Conditions ("Conditions") apply to the agreement between you ("the Customer") and John Shields Buildings Ltd trading as 'Shields Buildings' ("the Company") for the provision of the goods ("Goods") and services ("Services") as set out in our quotation ("the Quotation"), being the building of an outdoor wooden construction ("the Construction").

1.2. The Company's registered office (and trading address) is at de Bathe Farm, North Tawton, Devon EX20 2BE and its Company Registration number is 6450709. The Company's VAT number is 946 7969 48.

1.3. Any order sent to the Company by the Customer shall be accepted entirely at the discretion of the Company and, if so accepted, will be accepted only upon these conditions and only by means of the Company's standard Confirmation of order form.

2. BASIS OF SALE

2.1. An order from the Customer shall constitute an offer, and acknowledgement of that order by the Company shall constitute acceptance of the offer. The only representations in connection with the Company's goods or services for which the Company will accept liability are those specifically referred to in the Company's price list or quotation.

3. PRICE

3.1. If a quotation has been issued by the Company, the Price quoted therein is valid for 30 days from the date of the quotation. Otherwise, the Price will be the latest published price at the date of your Order.

3.2. All prices are subject to VAT at the current rate at the date of the Order.

4. SPECIFICATION AND DESCRIPTION

4.1. The quantity and description of the Goods (and Service if appropriate) are as set out in our Quotation.

4.2. All Goods and Services supplied by the Company shall be in accordance with:

4.2.1. The current edition of the relevant Product Description Leaflet and Price List as published from time to time by the Company (copies of which are available from the Company upon request); and

4.2.2. Those further specifications or descriptions (if any) expressly listed or set out on the face of the Order.

4.3. All samples, drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the agreement and this is not a sale by sample.

4.4. Illustrations, weights, measures, performance capabilities, application suitability information and other data set out in our literature are statements of opinion and are provided for information only and form no part of the agreement.

4.5. All Goods (including buildings) are constructed to metric dimensions and will be manufactured as close as possible, but not exactly, to imperial dimensions supplied by the Customer.

4.6. The Customer is responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate. The Company is not liable for any errors or omissions of inaccurate specifications.

4.7. We reserve the right to charge for any changes made to the order, however small, after the deposit has been paid.

4.8. Timber is a living material affected by changes in climatic conditions. The Company shall have no liability for shrinkage, cracking, warping and other similar defects occurring after delivery.

5. SITE PREPARATION

5.1. The Customer is responsible for ensuring that all licences, consents, permits, planning consents or other necessary permissions for the erection of the Goods and the provision of the Services contained in the Order have been obtained prior to the Delivery Date.

5.2. The Customer is responsible for ensuring that the Company has full uninterrupted right of access to the Site and that the Site is suitable for the delivery of the Goods by the Delivery Date.

5.3. Where we are supplying buildings or structures, the Customer is responsible for ensuring that the construction of any base supplied by others is constructed to the Company's satisfaction in accordance with the Company's base plan drawings before the Delivery Date.

A maximum tolerance of +/-2mm per linear metre will be accepted where the base is required to be level. The Company reserves the right to levy an additional charge at the current hourly rate to rectify unsatisfactory base work.

5.4. Where we are installing the base or other groundworks all spoil will be left on the Customer's premises, unless it has been agreed in writing prior to starting on Site that spoil will be removed.

6. PAYMENT

6.1. A non-refundable deposit of 30% of the Price is required at time of Order.

6.2. Payment is due in accordance with the Payment Schedule set out in the Quotation, If this is not specified, the balance of the Price shall be paid on the day of delivery of the Goods or if we are providing building Services, on completion of the building or works.

6.3. In the event of the balance of the Purchase Price not being paid immediately upon completion of the delivery and erection of the goods in accordance with this Condition, the Company shall be entitled without further notice to dismantle and remove the goods within 28 days of the completion of erection and delivery and place the same into storage in accordance with Condition [9] of this agreement.

6.4. The Customer hereby authorises the Company to gain access to the Site for the purpose of dismantling and removing the goods.

6.5. No disputes arising under neither the agreement nor delays beyond the Company's control shall interfere with the Customer's prompt payment.

6.6. In the event that the Customer defaults on a payment, the Company is entitled (without prejudice to any other right or remedy) to suspend all further deliveries without notice.

6.7. If the Customer fails to pay the Company in full any amount due, the Customer is liable to pay interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7. CANCELLATION

7.1. The Company or the Customer may cancel the contract at any time prior to commencement of manufacture of the Goods or provision of the Services by giving written notice.

7.2. In the event that the Order is cancelled (for any reason), the Customer is liable for all stock (whether finished or unfinished) that the Company holds on behalf of the Customer (or that the Company is committed to hold for the Customer) for the Order.

7.3. The Company may suspend or cancel any Order or part of an Order if delivery is by instalments, by written notice if the Customer:

7.3.1. Fails to pay the Company any money when due (under the Order or otherwise)

7.3.2. The Customer becomes bankrupt or insolvent; or

7.3.3. The Customer fails to honour his obligations under these Conditions.

7.4. In the event of cancellation after acceptance of an Offer but prior to commencement of manufacture of the goods the Company will return all monies paid by the Customer if the cancellation is by the Company, but if the cancellation is by the Customer, the Company will not return the deposit.

8. DELAY

8.1. If the Customer requests the Company to postpone its stated delivery date after manufacturing has commenced, the building will be completed and the finished goods stored at the factory.

8.1.1. The Company does not accept any liability for gradual deterioration of goods whilst stored.

8.1.2. The maximum additional storage time in excess of the agreed delivery date is 3 months, thereafter the contract will be cancelled and the goods sold. The proceeds of the sale will be added to any monies paid by the Customer and any monies in excess of the full invoice value of the goods will be returned to the Customer.

8.1.3. Stored buildings will be subject to a charge, if delivery is delayed by the customer in excess of one month after the agreed delivery date, to cover storage and other expenses incurred by the Company as a result of the delay.

9. DELIVERY OF GOODS

9.1. Unless otherwise stated in the Order, the Price includes delivery to the Site specified in the Order and erection of the Goods.

9.2. Any time or date for delivery given by the Company is given in good faith but is an estimate only. Time for delivery is not of the essence. The Customer shall have no right to damages or to cancel the Order for failure for any cause to meet any delivery time stated.

9.3. The Company will endeavour to comply with the Customer's reasonable requests for postponement of delivery but shall be under no obligation to do so.

9.4. Goods are delivered by road. Delivery vehicles will not be driven off road unless this is agreed in advance.

9.5. Buildings will be carried up to 30 paces by our staff. Where the site involves carrying more than 30 paces we must be notified at the time of order as an extra charge may be made to cover additional labour for installation.

9.6. All buildings require access to the site of minimum 750mm wide and 2.2m height.

9.7. Claims for shortage or damage must be made at time of delivery and confirmed in writing within 7 days.

10. PASSING OF RISK

10.1. Risk of the Goods shall pass to the Customer on completion of the delivery, or where appropriate, completion of the erection of the building or structure.

11. TITLE

11.1. The Goods shall remain the sole and absolute property of the Company until payment in full in cleared funds has been received by the Company.

11.2. Until the Goods become the property of the Customer, the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and, if the Customer fails to do so immediately, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

12. MANUFACTURERS GUARANTEE

12.1. Subject to clause 13, the Company warrants that:

12.1.1. The Goods and Services comply with the description on the Order; and are to be free from material defects at the time of delivery and construction for a period of 1 year from Completion of the Construction or delivery of the Structural Works if the Company has not provided Construction Services. Where the Company has not provided the Construction Services, the guarantee of the Structural Works will only be valid if the Construction is erected in full accordance with the Company's instructions.

12.2. Subject to clause 13, the Company may at its option make good free of charge, remove and refund or replace products or services, free of charge within 1 year of delivery, that are found to be defective by reason of faulty materials or workmanship, provided that the Customer has notified the Company in writing within 7 days of discovery of the alleged defect, giving full details.

12.3. The guarantee is not transferable on the change of ownership of any products or services supplied.

13. LIABILITY

13.1. Other than for death or personal injury due to the negligence of the Company, the Company's liability to the Customer shall not exceed the Price.

13.2. The Company shall have no liability in respect of any defect and/or consequential loss or damage arising from fair wear and tear, wilful damage, negligence on the part of the Customer, abnormal conditions including storm damage, failure to follow the Company's

instructions regarding maintenance and/or specification, failure by the Customer to provide adequate base works for a building, misuse of the Goods, alteration and/or addition to the Goods made by the Customer or by the Company at his direction.

13.3. The Company shall have no liability for any defects in the Goods or Services if the total Price for the Goods and Services has not been paid by the due date for payment.

13.4. These conditions contain the whole of the Company's liabilities. All conditions or warranties implied by statute common law or trade usage are hereby excluded to the extent the law allows. However, no exclusion or restrictions contained in this agreement affect the Customer's statutory rights.

13.5. The Company is not liable to the Customer or any third party for pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise in each case whether direct, indirect or consequential loss, costs, damages or expenses with respect to the supply (in part or whole) of Goods and Services or failure to supply the Goods or Services, or how so ever arising in connection with or arising out of this agreement.

14. LOCAL AUTHORITY PERMISSIONS

14.1. Buildings manufactured by the Company 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 the Customer's express responsibility to determine the need for, and obtain, all such approvals.

14.2. The Company makes no warranty, nor gives any undertaking, to the Customer that the goods or any building offered by it to the Customer will comply with Local Authority planning and/or Building Regulation requirements, unless expressly stated in the quotation, and accepts no responsibility if they do not.

15. PERSONAL DATA AND CREDIT CONTROL

15.1. The Company complies with the Data Protection Act 1998, and will process your personal information in a lawful and fair way and in accordance with its Privacy policy (set out on the Company's website and available on request).

15.2. The Company may use the services of a Credit Checking agency to determine when accepting the Customer's Order. The Customer agrees that this is fair processing and gives its consent.

16. DISTANCE SELLING REGULATIONS

16.1. Whilst customers may view the Goods on the Company's Website or in brochures, the Company does not accept Orders over the internet. Orders may be made by email, post or in person.

16.2. However, if the Company enters into an agreement with a Customer which has been concluded entirely non face to face, the Customer (when acting as a consumer) has the right to cancel the Order at any time within seven working days, beginning on the day after the Customer has received the Goods. In this case, the Customer will receive a full refund of the Price paid for the Goods.

16.3. To exercise this right (if it applies) the Customer must inform the Company in writing. The Goods must be returned to the Company immediately, in the same condition in which they were received and at the Customer's own cost and risk. The Customer has a legal obligation to take reasonable care of the Goods while they are in his possession. If the Customer fails to comply with this obligation, the Company may have a right of action against the Customer for compensation.

16.4. This provision does not affect your statutory rights.

17. GENERAL

17.1. No delay or indulgence by the Company in enforcing any provision of these conditions shall prejudice or restrict the rights of the Company, nor shall any waiver by the Company of any breach of any provision of these conditions by the Customer be treated as a waiver of any subsequent breach of the same or any other provision.

17.2. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other provisions of these conditions or the remainder of the provision in question shall not be affected.

18. LAW OF ENGLAND

18.1. This agreement shall be governed by the law of England and is subject to the exclusive jurisdiction of the Courts of England and Wales.

April 2021