



New Forest Log Cabins Ltd



Terms of Trading & Contract Conditions 2020

Definitions:

“**Goods**” means any goods (including any part or parts of them) agreed in the Contract to be supplied to the Purchaser by the Company.

“**Premises**” means the premises to which any Goods are to be delivered and at which any Works are to be carried out.

“**Work**” or “**Works**” means the log cabin build and installation works or services (if any) agreed to be provided by the Company to the Purchaser as specified in the Customer Order Confirmation.

1. **NO TERMS OF THE CONTRACT SHALL LIMIT ANY STATUTORY RIGHTS THAT YOU MAY HAVE AS A CONSUMER OR OTHER STATUTORY RIGHTS THAT MAY NOT BE EXCLUDED.** All terms of the contract between the Purchaser and the Company (the “Contract”) are contained in this document and any annexed Customer Order Confirmation. The Contract will be concluded when we notify you of acceptance of your order. No variation of the Contract shall have affect unless agreed in writing by the Company.

2. **PRICE**

2.1 The prices for the Goods and/or Work shall be the prices set out in the Customer Order Confirmation. Any changes must be approved and signed by both parties.

2.2 All prices shall, unless otherwise stated, be exclusive of any Value Added Tax.

2.3 In addition to stated prices the Purchaser shall be liable for all costs of insurance (in accordance with clause 4 below) and any other relevant items specified herein and of any alterations requested by the Purchaser (whether before or after delivery) to approved drawings the Purchaser shall use all reasonable endeavours to pay and all such amounts on receipt of the Company’s relevant invoice.

2.4 Additional goods as may be delivered to the Build Location during assembly such as surplus wood or material remaining after Completion, will unless otherwise agreed in writing, remain the property of the Company.

3. **PAYMENT AND CANCELLATION**

3.1 Payment of the price for the Goods and for any Work (“Price”) is due in Pounds Sterling If the Company carries out the Works as follows:

3.1.1 **Where the Goods are supplied and assembled by the Company;**

- i) 5% of the Agreed Contract Price to be paid by the Purchaser as a Deposit on Order Confirmation. **(Stage One – Deposit)**
- ii) 25% of the Contract Price to be paid on signed approval of Pre-production Drawings prior to the Goods being manufactured. **(Stage Two – Deposit)**
- iii) 30% of the Contract Price to be paid before Goods leave the Suppliers for delivery to the customer site or designated unloading depot. **(Stage Three – Delivery of Goods)**



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iv) 30% of the Contract Price to be paid after delivery of the Goods to the Premises and Commencement of Assembly with Walls Assembled to head height.

(Stage Four – Goods Delivered & Walls Assembled)

v) 8% of the Price to be paid once the roof is watertight. (Windows and Doors may not be installed at this point)

(Stage Five – Roof Installed and Watertight)

vi) 2% of the Contract Price to be paid on Practical Completion of the Works.

(Stage Six – Completion)

vii) **Additional Works** - Payment for any additional hours or items of work requested by the Purchaser or Site Agent during construction of the log building This also relates to items or goods listed as provisional costs in the Order confirmation and detailed as estimates during the Construction Period.

(Stage Seven – Additional Works)

3.2 The Purchaser agrees to make all reasonable endeavours to pay on receipt of Stage Payment Invoices, Delivered Goods and Completion of Works.

3.3 Deposits shall be paid by electronic transfer or by cheque made payable to the Company into the Company's designated Client Account. The Purchaser shall, within seven days of payment of a deposit, be entitled, by written notice to the Company, to cancel the Contract, in which event the Purchaser shall be entitled to a refund of monies paid less any administration or other costs. After this cooling, off period order confirmation will be sent to our suppliers and the monies are no longer the property of the client.

3.4 The Company reserves the right to cancel any Contract at any time for reasons beyond our control and that could not have reasonably been anticipated, prior to delivery of Goods by written notice to the Purchaser and shall, in such event, refund all monies paid.

3.5 No payment shall be deemed to have been made or received until the Company has received cleared funds.

3.6 The Purchaser agrees to pay to the Company the Price together with any additional costs or charges before it mortgages, charges or encumbers any of the Goods.

3.7 All stage payment Invoices must be settled within 5 days of the invoice date, with the exception of the Deposit, Pre-delivery and Delivery Invoices which must be paid on Invoice and Receipt of Goods delivered. Interest on outstanding payments will be charged at clearing bank base rate of 2% plus 3.5% per month on overdue amounts.

3.8 All Goods remain the property of the Company until the first four payments of 90% have been made, then the Purchased Goods become the client's property and responsibility. All amounts owing under the Contract for Installation Services or Additional Non-Contracted Works must be made in full once the build is complete.

4. **INSURED GOODS**

4.1 All Goods are at the risk of the Purchaser once payment of 90% has been made to the Company and the Purchased Goods have been delivered to the client's site and assembly has reached Stage Four. From this moment the delivered Building becomes the property of the client and therefore the client is liable for Insurance of the Building from this point until Completion is reached.

4.2 It is the client's responsibility to ensure all goods delivered and stored at the build location or designated storage facilities are as far as is possible, kept secure from Fire, Vandalisation or Theft with adequate security in place and insured by the client.



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4.3 This excludes any loss or damage caused by the Company's negligence which is covered by the Companies Insurance against damage or theft of other materials by the Company's Public and Employers Liability Insurance with the NFU.

5. DELIVERY

5.1 The date for Goods to be delivered to site is not expected to be no sooner than 8 weeks and not more than to 12 weeks from receipt of the Company Order Confirmation and approval of Pre-Production Drawings by the Purchaser.

5.2 Fitter will arrive on-site within 5 working day of the goods being delivered and payment clearing our account prior to the commence work.

5.3 Neither party shall be liable for any breach of this Contract due to any cause beyond its reasonable control.

6. COMPLETION

6.1 Once the Company has notified the Purchaser that the Works are ready for inspection, the Purchaser and the Company shall agree a time for the Purchaser to inspect the Works. If the Purchaser or Site Agent is not available a CERTIFICATE OF COMPLETION on behalf of the Supplier will be issued with any proposed corrective actions listed.

6.2 During the inspection, the Purchaser shall identify any areas where the Works do not meet the standard specified in the contract. If there are no such faults, the Company shall issue, and both parties shall sign, a Completion Certificate.

6.3 It is the Customer responsibility to advise the Supplier of any outstanding non-conforming works, which will be corrected or implemented during an agreed timescale and prior to officially handing over the Completed Building to the customer.

6.4 The date the certificate is signed by both parties shall be the date of completion. If the inspection identifies any faults, the Purchaser shall identify these to the Company and the Company shall remedy such faults within a reasonable time.

6.5 Once any faults have been remedied, the Purchaser and the Company shall again jointly inspect the Works; if there are no faults, the Completion Certificate shall be signed by both parties and completion shall take place.

7. LIMITED PRODUCT GUARANTEES: Without prejudice to the Purchaser's statutory rights

7.1 The Company shall not be liable for any defects caused by anybody other than the Company, its suppliers, servants, agents or contractors or caused by accident, storm or other disaster beyond the Company's reasonable control after delivery of the Goods.

7.2 Where the Company is not the manufacturer of the Goods, the Company shall transfer to the Purchaser the benefit of any warranty or guarantee given to the Company.

7.3 Subject to any other provisions of the Contract the Company warrants and guarantees that:

7.3.1 In respect of Log Buildings only for a period of five years from delivery; and

7.3.2 In respect of any Windows, Fittings and Doors for a period of two years from delivery

The Goods shall:

(a) Be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

(b) Conform to the agreed specifications as detailed in the Order Confirmation.

(c) And that the Work shall be of satisfactory standard and Fit for Purpose.

7.3.3 No guarantee or warranty is given that installation Work or Installed Goods will not reduce, or expand due to natural expansion and contraction of wood materials used in



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timber buildings, eliminate or be free from condensation. Joints in listing wood such as skirting boards and architraves may open slightly due to internal settling or natural movement and are not considered excessive until they exceed 2 to 3mm.

- 7.4 Listings are secured using fixing pins or screws which are left flush to the surface of the wood ready for other trade to decorate or cover if required.
- 7.5 All guarantees will end, and the Company shall not be liable for a breach of the Contract if the Purchaser or any third party without the Company's express consent alters or relocates the relevant Goods or if any other workmanship is carried out on the relevant Goods.
- 7.6 The Purchaser shall notify the Company in writing within 10 days of becoming aware of any breach of the above warranties or of any other potential claim under or relating to the Contract, and shall allow the Company reasonable opportunity to inspect and repair any defective Goods.
- 7.7 It is recommended by the manufacturer that the log building be treated during manufacture with a proprietary wood preservative which is re-applied every 5 years or sooner if signs of extreme exposure to direct sunlight to protect against harmful UV rays.
- 7.8 After the initial application of preservative and during the settlement of the building, small areas of untreated wood may become visible, the touching up or respraying of these area using the sample pots provided, is not covered under the product guarantee and may require the application of additional preservative to maintain the buildings protection from water and UV rays.

8. LIMITATIONS

8.1 Subject to clause 8.2 below and save as precluded by law the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:

- (a) Any breach of the Contract;
- (b) Any use made or resale by the Purchaser of any of the Goods; and
- (c) Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 **Nothing in these conditions excludes or limits the liability of the Company:**

- (a) For death or personal injury caused by the Company's negligence; or
- (b) Under section 2(3), Consumer Protection Act 1987; or
- (c) For any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) For fraud or fraudulent misrepresentation.

8.3 **Subject to condition 8.1 and condition 8.2:**

- (a) The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price; and
- (b) the Company shall not be liable to the Purchaser for any pure economic loss, loss of Profit, loss of business, depletion of goodwill or otherwise, in each case whether Direct, indirect or consequential, or any claims for consequential compensation Whatsoever (howsoever caused) which arise out of or in connection with the Contract.



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9 POLICY

9.1 In furtherance of our policy of continued improvement we reserve the right to (unless otherwise agreed in writing in the Contract) carry out all Work in a manner which we consider to be the most suitable having regard to the constructional details and topographical situation. The Company will endeavour to construct the building in the best way possible on the land available, with the most experienced team to ensure a high standard end build.

10 PLANNING APPROVAL

10.1 It is the Purchaser's responsibility to obtain any local authority including Building Control or other regulatory approvals and planning permissions required prior to placing an order with the Company, which may be required in respect of the Goods or Works.

QUOTATION NOTES AND DEFINITION

A) DESIGN DRAWINGS

Pre-production drawings of the proposed building will replicate that of your architect's design and specification drawings with any changes as required to comply with our manufacturing and construction methods. Customers are encouraged to thoroughly check and make changes to these drawings as required and will not be charged for any reasonable changes, however, changes to the design will be charged on a time basis at £50 per hour. Structural or design changes may incur additional costs we will advise the client prior to Order Confirmation. On completion of the design stage we will issue final Pre-production drawings which must be signed before production can commence.

B) SITE ISSUES, DAMAGE OR THEFT

It is recommended that clients take out an All Risk Insurance Policy to cover the goods from the point they arrive on site against damage or theft. A copy of our Public and Employers Liability Insurance will be issued for each new build with a Site-Specific Risk Assessment and Method Statement.

C) ADDITIONAL WORKS

NFLC are not responsible for the fixing of components or additional items of work other than those specifically detailed, supplied and specified in the Order Confirmation. Additional Works must be agreed prior to acceptance by NFLC, their agents or sub-contractors and signed by or on behalf of the client when completion of the task with a recording of the time taken with date. Additional Works will be charged back to the client at rate of £35 per man hour.

D) STRUCTURAL ENGINEER

NFLC will provide the client with all the required documentation relating to the goods ordered along with engineering detail and design information as may be required for the Customer or Agent to have a qualified Engineer carry out Point Loadings and or Structural Justification Calculations for the Design.

E) HEALTH & SAFETY

Safety on site is critical and clients will be expected to provide a safe and secure site for our fitting teams including the provision of power, toilet facilities and a skip to keep the site clear of waste materials.

F) TELEHANDLER OR CRANE

Equipment for unloading goods at the Customer Site such as a Telehandler and or Mobile Crane for assisting in lifting of materials during on-site assembly will be estimated in our



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Quotation. However, if a contract lift is required a method statement, on-site inspection and risk assessment will be prepared and submitted to the client or their agent and the amount of days hire of Telehandler or Crane will be charged to the client at cost, plus 10% handling fee. Any queries can be checked by NFLC who will also discuss the logistics of deliveries, storage of materials during construction and site access prior to order acceptance.

G) SCAFFOLDING

In most instances, scaffolding can be erected prior to the arrival of the timber frame or solid log building and is required to provide safe working for the duration of the build and is the responsibility of the customer to supply, however, where included, NFLC will appoint a local company to erect unless the client already has an approved scaffold supplier, in which case, all scaffolding erected must be Scaff Tagged and inspected regularly for the duration of the build.

H) ACCESS

Client is required to make adequate provision for access to site for the delivery using and articulated truck with its 12mtr trailer.

Any additional handling of material necessary where trailer or crane cannot be parked adjacent to the building foundation is specifically excluded and would be subject to an additional charge. It is the client's responsibility to inform NFLC of any possible problems regarding access to site which will be discussed during the site inspection. In the unlikely event that a surface permit is required due to the crane or telehandler being sited in a public area, it will be responsible of the client or their agent to obtain the permit and for any associated charges.

I) FOUNDATION (Provided by the Client)

NFLC will provide a foundation plan for the chosen type of foundation giving exact dimensions for the base of the building. It is the client's responsibility to have the foundation designed by a qualified Structural Engineer which is subsequently checked using a Floor Surface Laser to check the levels and to ensure all dimensions are correct. If there are any discrepancies in the base, or it is not level, there will be additional charges for any modifications required to the base frame and/or delays in the erection program.

J) WINDOWS & DOORS

All external windows and doors will be double, or if specified, triple glazed and factory fitted with air tight seals and trickle vents. Once delivered to the client or agent, the customer is responsible for the goods supplied, including security of keys and locks for all windows and doors.

K) ACCESS AND WORKS TERMS:

The Purchaser shall grant the Company's employees or representative's clear and unrestricted access to the Premises at all reasonable times for taking measurements, delivery and of carrying out the Work.

FOUNDATION PLAN

On signing and approval by the Customer of the Final Production Drawings, the Company will provide the purchaser with a Foundation Plan within 2 weeks of order confirmation to indicate the points at which the structure will require support. If the Purchaser does not provide a suitable level base to the dimensions provided on which the log building is to be erected and commencement of assembly is delayed, the Company reserves the right to charge the Purchaser for fitter's idle time up to £800 per day, plus any additional equipment such as Cranes or Specialist Equipment hired for unloading or assembling the structure, or to charge the Purchaser for time and materials to make good the base.



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ACCESS

The Company may require the use of arctic lorries for access to the Premises and the ability to drop pallets using an on-board crane, telehandler, crane or forklift and the Purchaser shall notify the Company if it is aware that such access will not be possible or of any material change (after any Company survey/inspection and before delivery) to accessibility.

POWER

It is the responsibility of the Purchaser to provide adequate site security, toilet or portable WC/ hand washing facilities within a reasonable distance from the build location and 240 or 110V electricity for the Company to be able to carry out the Works.

DELIVERIES

The Purchaser shall be liable for any storage charges resulting from access to the Premises not being as stated in the Customer Order Confirmation or the Purchaser not being ready to accept the goods.

ROAD SURFACES

It is the responsibility of the Purchaser to ensure that road surfaces used for delivery to site and lifting of materials during construction with mechanical equipment are suitable for use. The Company shall not be liable to the Purchaser for any damage, loss of business, depletion of goodwill or otherwise, whether direct, indirect or consequential, or any claims for consequential compensation whatsoever to temporary or permanent road surfaces (howsoever caused).

CONFIDENTIALITY AND RETENTION OF INTELLECTUAL PROPERTY RIGHTS:

Save as expressly provided herein nothing in the Contract shall operate to transfer to the Purchaser any intellectual or industrial property rights (including, without limitation, in any goods, drawings, instructions, designs or materials) and all such rights shall, always, remain vested in the Company. Any installation drawings provided to the Purchaser or being part of the Goods or Work shall be for the Purchaser's use only. The Purchaser shall keep confidential and, save as required by law, not disclose any confidential information of the Company.

GENERAL

- (a) Neither party shall assign the Contract or any part of it without the prior written consent of the other party, which shall not be unreasonably withheld.
- (b) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- (c) Failure or delay by either party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- (d) Any waiver by either party of any breach of, or any default under, any provision of the Contract by the other party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- (e) The parties to the Contract do not intend that any term of the Contract shall be enforceable by the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- (f) The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.



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Acceptance for Condition of Business

The Undersigned (Purchaser) agrees to purchase from New Forest Log Cabins Ltd a product (to include all materials and labour as necessary) to be supplied and installed in accordance with the Order Confirmation and New Forest Log Cabins terms and conditions of business.

Customer or Principle Contractor to sign here;

..... **Dated;**

Print Name..... **Company**.....

I have read this document and fully understand its terms and conditions and acknowledge having received a true copy of the Order Confirmation. (Copy Attached)

Signed on behalf of NFLC

..... **Director** **Dated;**

Print Name.....

Acting as Principle or Sub Contractor – ~~Delete as Appropriate~~