

Terms and Conditions

The seller being "Broadfield Stables Limited" and the Customer being the "buyer"

1. Formation of Contract

1.1 Any order sent to the Seller by the Customer shall be accepted entirely at the discretion of the Seller and if so accepted, will be accepted only upon these conditions (hereinafter referred to as the "Conditions") and only by means of the Seller's standard Order Confirmation Form. No additional terms of purchase will be accepted.

1.2 Each order which is so accepted shall constitute an individually binding contract between the Seller and the Customer and such contract is hereinafter referred to in these Conditions as an Order.

1.3 These Conditions shall override any contrary, different or additional terms or conditions (if any) contained in or referred to in an order form or other documents or correspondence from the Customer and no addition or substitution of these terms will bind the Seller or form part of any Order,

2. Specifications

2.1 All goods supplied by the Seller shall be in accordance with:

(i) the current edition of the relevant specific Product Specification where "Specifications" can be found on the current website and Price List as published from time to time by the Seller (copies of which are available from the Seller upon request); and

(ii) those further specifications or descriptions (if any) expressly listed or set out on the face of the Order (Order Confirmation). No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.

3. Site Preparation

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

3.2 The Customer is responsible for ensuring that the Seller has full-uninterrupted right of access to the Site and that the Site is suitable for the delivery of the Order by the Delivery Date including vehicle access within 10 metres.

3.3 Any site accessed across unmade roads / surface areas can cause delays to the working schedule and therefore completion dates / times.

3.4 The seller reserves the right to reschedule the delivery / installation date to the end of the delivery calendar should the customer reschedule the delivery date.

3.5 The seller may request additional labour or machinery to be made available if the access is not suitable for the delivery / installation to be undertaken. The cost of additional labour and any machinery (e.g. tractor and trailer) is payable by the customer.

3.6 The Customer is responsible for ensuring that the construction of the concrete base is completed to the Seller's satisfaction in accordance with the Seller's "Brickwork Plan" 3 days before the Delivery Date.

4. Access/Deliveries

4.1 The seller will not be responsible for any damage caused by the seller's negligence, to the customer's land or property whilst gaining access, or in the execution of the delivery of goods supplied.

4.2 Delivery of DIY or any other nor installed goods will be curb side only.

4.3 Should the pre arranged delivery date be rescheduled by the customer, the seller cannot be held responsible for any further delays.

5. Delivery Dates and Risk

5.1 Unless otherwise stated on the Order Confirmation, the price quoted excludes delivery to the Site specified in the Order or erection of the goods, the Seller reserves the right to make an additional charge to cover any transport costs if the Site is not accessible on the Delivery Date and the delivery aborted.

5.2 Any time or date for delivery given by the Seller is given in good faith but 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. The Seller will Notify the Customer by Email.

5.3 Risk in the goods shall pass to the Customer upon delivery of the goods.

5.4 Should the delivery be aborted due to an inaccessible site or incomplete groundwork's, 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. The seller retains title to the goods until full payment is made.

5.5 Additional costs will be incurred by the customer 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.

5.6 Should only part of the individual contracted goods be delivered due to multiple delivery vehicles being planned to be used over a period of days and the delivery be aborted, then the full balance payment is still due upon completion of the first delivery.

5.7 Some products are delivered "ready assembled" and therefore should access not be available for this, the goods will be left at the nearest location to the delivery address for the customer to make alternative arrangements. Any balance payments due will then fall payable at this point.

6. Cancellation

If the Customer requires to cancel the Order, this must be notified 5 working days prior to the Delivery Date specified in the Conditions whereupon the deposit will be returned in full, less any administration charge the Seller shall reasonably charge to cover administrative expenses.

6.1 Should specialist materials or machinery have been procured, then these will also be deducted prior to any deposits refunded.

6.2 Should the customer cancel the Order within 5 days of the given delivery date 50% of the order value excluding delivery and installation will become due.

6.3 Should the Customer cancel on the day of delivery payment will be due in full.

7. Title and Payment

7.1 The Seller warrants that the Seller has good title to the goods and that pursuant to S12(3) of the Sale of Goods Act 1979 or S2(3) of the Supply of Goods and Services Act 1982, whichever applies to the Order, it will transfer such title as it may have in the goods to the Customer pursuant to Condition 6.2.

7.2 Title to the goods comprised in the Order shall not pass until the Customer has paid the full price to the Seller, but, even though title has not passed, the Seller shall be entitled to sue for their price once its payment has become due.

7.3 The Customer must insure all goods delivered to Site and ensure adequate cover by insurance against fire, theft, extreme weather conditions, acts of God or other loss or damage.

8. Storage

If the Seller shall be unable through circumstances beyond its control, to deliver the goods within 14 days after notification to the Customer or its agent that the goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Customer, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to the Customer and delivery to the Customer of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Condition 4. All charges incurred by the Seller for storage or insurance shall be paid by the Customer within 30 days of submission of an invoice. The Seller reserves the right to sell any stored goods Where storage costs are not paid in full.

9. Damage in Transit

The Seller will replace free of charge any goods proved to the Seller's satisfaction to have been damaged in transit or erection provided that within 24 hours after delivery and erection the Seller has received from the Purchaser notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.

10. Payment

10.1 All goods remain the property of the Seller until payment in full is received including any additional charges applicable (see condition 4.1)

10.2 (a) 50% of the Purchase Price (including VAT) shall be paid as a deposit upon submission of the Order.

(b) The balance shall be paid on delivery to a Broadfield employee.

(c) In the event of the balance (or any unpaid invoices issued) of the Purchase Price not being paid immediately upon completion of the delivery of the goods in accordance with 9.2(b) the Seller shall be entitled without further notice to dismantle and remove the goods. The Customer hereby authorises the Seller to gain access to the Site for the purpose of inspecting, dismantling and removing the goods.

(d) It is the customer's responsibility to ensure that they or a representative on their behalf, is available to make payment upon completion even in the event the delivery dates are altered by the seller.

10.3 Interest will be charged on overdue payments at 8% from the date the balance becomes due. Unless the seller receives a valid complaint in writing from the customer (see condition 17), invoices for late payment will be issued every 14 days or part thereof until paid.

10.4 Should legal action be incurred to recover monies due to seller, any additional costs including legal costs will be paid by the customer.

10.5 Deposits are payable by Cheque, Bankers draft or Banks transfer.

11. Prices

All prices are subject to VAT at the current rate at the date of the Order. Once the Deposit has been paid and the Order acknowledged the price will stay fixed for 3 months.

50% of the price set out in the Acknowledgement of Order is required upon placing the Order with the balance payable on the first day of the delivery.

Once 2 months has passed the seller may write or email to inform the customer as to the expiry of the agreed price, but it is deemed as the customer's responsibility to be aware of any price increase due to the expiry of the agreed 3 month fixed quotation price.

12. Description of Goods

12.1 The Seller's brochure and elevated drawings are a guide only and do not form part of the Contract. All goods are supplied subject to reasonable availability to the Seller of suitable materials and labour. Many timber sizes are nominal and subject to variations. Timber is a natural product which is inspected at the time of manufacture. The Seller cannot accept responsibility for subsequent timber shrinkage, warping, cracking or movement after erection. The Seller reserves the right to alter specifications without prior notice provided the goods remain suitable for their original purpose.

12.2 In the event of any errors, the Seller will be responsible only if the goods supplied do not conform with the requirements set out in the Order Confirmation.

13. Force Majeure

13.1 The Seller shall not be under any liability for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification by the Seller to the Customer of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

13.2 For the purpose of the Conditions "Force Majeure" means fire, explosion, flood, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage or official strike or similar official labour disputes or events or circumstances outside the reasonable control of the Seller.

14. Economic Loss

Subject to Condition 16 and notwithstanding anything contained in these Conditions (other than Condition 16) or the Order Confirmation, in no circumstances shall the Seller be liable in contract, in tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:

(i) for any loss of profit, business, contracts, revenues or anticipated savings; or

(ii) for any special interest or consequential damage of any nature whatsoever.

(iii) for any losses incurred or additional expenses due to other services (plumbers / electricians / decorators / builders) being delayed due to and alteration in the delivery date made by the seller.

15. Limitation of Liability

Subject to Condition 16 and notwithstanding anything contained in these Conditions (other than Condition 16) or the Order, the Seller's liability to the Customer in respect of the Order, in contract, in tort (including negligence or breach of statutory duty) or howsoever otherwise arising shall be limited to the price of the goods specified in the Order.

16. Unfair Contract Terms Act 1977

16.1 If and to the extent that S6 and/or S7(3a) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranties contained in Condition 6, or for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by S12(3) of the Sale of Goods Act 1979 or S 2(3) of the Supply of Goods Act 1982, whichever Act applies to the Order.

16.2 Where the Purchaser is a natural person and if and to the extent that S 2(1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused to the Purchaser by reason of the Seller or of its servants, employees or agents.

17. Applicable Law

The Order shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

18. Complaints

18.1 Any complaints must be notified to the Seller within 7 days of the delivery/completion of the building(s). Complaints must be notified prior to any livestock being admitted. Complaints regarding garages or workshop type buildings must be notified prior to any internal work being carried out. The Seller will not be held responsible for damage caused by extreme weather conditions, fire, theft or acts of God.

18.2 The seller reserves the right to rectify any issue raised by the customer in order that the goods conform to the Order Confirmation and Specification. The seller will not credit or reimburse the customer for any works made by a third party without written consent of the seller.

18.3 The Customer agrees to respond to the correspondences of the Seller within 7 days of receipt in order to rectify complaints in a timely manner.

19. Used goods, ex display goods and repairs.

Goods that have been pre used at exhibitions are sold under the conditions that they will have some minor defects should they be dismantled and re- erected by the seller.

18.1 Should the buildings be sold under the terms that the customer is to dismantle and remove the buildings from the display area, they do so at their own risk and liability.

18.2 The Seller does not warranty any works such as re roofing of buildings where the Building was not constructed by the company.

By placing an Order with Broadfield Stables Limited the Customer acknowledges receipt and understanding of the Conditions.