

# Terms & Conditions

**These terms and conditions govern all contracts entered into by the Company for the supply of sale of goods or services. Any order given to the Company shall be deemed to constitute an Agreement to be bound by these terms and conditions. No variations of these terms and conditions shall be of any effect unless agreed by the company in writing.**

## 1. Access to erection site

The company reserve the right to return to our works and levy a charge if the following access is not available. The customer will provide suitable access for our lorry to get 6.0 metres from the concrete base or place of erection, to enable unloading by two persons. The company also requires 1 metre clearance around the base and your boundary. We must be notified 3 weeks prior to delivery if such access is not possible where upon the company will reflect any additional expense, in writing, to the customer who must then either provide further suitable personnel or suitable transport to enable access to the site, or agree to pay further charges for Westree Company to provide additional personnel. Access to the site must be safe and unrestricted. The Company will not be held responsible for any damage howsoever caused to the customers land or property whilst gaining access, or in the execution of the erection of the customer's buildings. This includes vehicular access to the customer's base/site and required transit across the customer's land/paddocks/ fields or gardens.

## 2. Bases and erections

All bases must be level and with correct brick work in accordance with the company's brick layout plan. If in the opinion of the installation team the base does not meet the required standard the company reserves the right to refuse to erect the buildings and to charge the customer an additional cost to return at a later date. Any loss, damage, or deterioration to the building or its components, which occur after delivery while waiting for adequate completion of the base, will be the responsibility of the customer.

## 3. Product description

The Company's brochure and any elevation drawings, is a guide only and does not form part of any contract. All goods are supplied subject to reasonable availability to the company of suitable materials and labour. Some timber sizes are nominal and subject to normal variations. Timber is a natural product, which is inspected at time of manufacture. We cannot be held responsible for subsequent timber shrinkage, warping, cracking or movement after erection. The company reserves the right to alter specifications brochure details without prior notice. In the event of any errors, the company will only be held responsible if both the customer and the company have confirmed their requirements in writing.

## 4. Prices

All prices are subject to VAT at the current rate. In the event of any increase in the cost to the company of overheads, labour, goods, materials or transport after the date of quotation the company reserves the right to increase its prices accordingly. Once your deposit is received the price will stay fixed for three months. Half of the quoted total price is required upon placing the order. Prices are subject to change without prior notice. Written quotations are valid for three months from the date of quotation. Verbal given prices should be considered as an estimate until they are confirmed in writing. Any alterations to the design and specification required should be given in writing, we will then supply a new quotation for any such alterations providing work has not commenced (see section 8). Unless otherwise specified prices are for delivery within a 25 limit of BA8 OTG.

## 5. Delivery

Any time or date quoted by the company for delivery is given and intended as an estimate only and the company shall not be liable in any manner whatsoever for any loss or damage or failure to deliver within such times. No delay or failure in respect of delivery or part delivery shall entitle the customer to treat the contract as repudiated. The company will not deliver any buildings or machinery through or over any domestic buildings or over fences.

## 6. Complaints

Any complaints must be notified to the company 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 company will not be held responsible for damage caused by extreme weather conditions, fire, theft, or Acts of God.

## 7. Insurance

Customers must insure all materials/buildings delivered to site and ensure adequate cover by insurance against fire, theft, extreme weather conditions, Acts of God, or other loss or damage.

## 8. Payment

All goods remain the property of the Company until paid for in full. A 50% deposit will be taken upon order, payable by cheque. The remaining balance will be due on receipt of the invoice ( usually on completion of erection ). If the customer requires to cancel the order this should be notified 10 working days prior to delivery, where upon the deposit will be returned in full, provided work has not been started or disruption caused to the working schedule. In any event an administration fee may be added. The company reserves the right to dismantle and remove any buildings not paid for in full. The customer must allow the company's staff access to the site for this purpose. The customer will be notified in writing if this action is to be instigated. Interest will be charged on overdue payments at 5% over base rate.

## 9. Aftercare

All of our buildings ( unless stated ) come pre-treated , however we emphasize that a periodic treatment is continued on at least a two yearly cycle. We would recommend a timber treatment such as 'Cuprinol' or similar is used. Particular attention should be given to the wooden skids and we would recommend an annual treatment is given to them. We would also advise that being a timber building it should remain free from obstructions and that a continuous airflow is provided for maximum durability and life. Rainwater splash should be kept to a minimum by retro fitting of guttering to all catch sides of the buildings.

## 10. Planning

All customers should ensure they have the correct planning needed for the building/s supplied by the company. No responsibility can be assumed by the company.

## 11. Law Governing the Contract

The contract shall in all respects be construed and operated as an English contract governed by English law and any dispute arising out of, or in connection therewith, shall be referred to the English courts.



Unit 6  
Marsh lane  
Henstridge  
Somerset  
BA8 OTG

Tel 01963 362615  
Fax 01963 362202

E-mail  
enquiries@westreecompany.co.uk  
Info@westreecompany.co.uk