

Millbank Sectional Buildings

TERMS and CONDITIONS

- **APPLICATION** Unless otherwise agreed in writing between Paul Millbank and or Paul Millbank T/as Millbank Sectional Buildings known as the Company and its customer, the following terms and conditions of sale shall apply to all sales of goods by the Company and its customers.
- 1. **PRICE VARIATION** Price applicable to the sale of goods by the Company to the customer shall be the price ruling at the date of dispatch. The Company therefore reserves the right to amend prices at the date of the placing of an order by the customer by notifying the customer in writing.
- 2. **CARRIAGE** The Company reserves the right as part of this contract to impose such surcharge or carriage charge as shall be laid down by the Company policy at any time, such terms will be available for examination at the address of the Company shown on the letterhead of its invoices and are deemed to be part of all contracts unless specifically agreed to the contrary in writing by the Company. The Company has sole choice of the method of delivery and of carrier or carriers employed unless specifically agreed in writing to the contrary.
- 3. **DISPATCH** dates are quoted without engagement although every endeavor will be made to adhere to the date or dates quoted; in no circumstances shall the Company be liable for any loss arising from delay in dispatch however caused. Unless agreed in writing by the Company to the customer, dispatch will not take place until such time as the conditions of paragraph 9 sub-Clause (e) have applied. Time shall not be of the essence in the contract.
- 4. **DELIVERY ACKNOWLEDGEMENT** In order to deliver directly to your address, we will require your Full name, address and postcode with two contact telephone numbers to enable our admin team to contact you regarding the delivery day as no delivery will be given without prior notice.
- 5. **DELIVERY (Please Note KERBSIDE DELIVERY ONLY)**

Please ensure that someone is available to assist in off loading upon arrival, they will need to be capable of lifting items up to 25kg as we only send out one driver and some items are up to 50kg in weight. Most models will be delivered on a flat bed vehicle and needs to be off-loaded piece by piece by yourself (or the person you have left to accept the delivery) and the driver. Consideration should be given to the size and weight of the building. **Deliveries are kerbside only.** If you have restricted access please let us know at time of order or the admin team when booking the delivery schedule. Log Cabins are made of kiln dried timber and must be covered if stored outside prior to construction and treatment. This is to prevent moisture/rain from warping and rotting the timber, unless you plan to store the cabin inside, you will need tarpaulins or similar to provide cover for the wood-garden sheds must also be suitable covered if stored outside.

All deliveries must be signed for. No goods will be left without a signature. No claims for obvious visual damage will be accepted unless signed for on the delivery note.
- 6. **DELIVERY CHECK** The consignment must be checked against the packing list, if something is missing or damaged the Company must be advised immediately as referred to in paragraph 8. Obvious visual damage must be recorded on the carriers delivery note as the condition referred to in paragraph 7 will apply.
- 7. **DAMAGE AND LOSS IN TRANSIT**
 - (i) The Company accepts no liability for any damage to goods in transit unless notified to the Company and the carrier concerned within twenty four hours after delivery.
 - (ii) In the case of non-delivery the Company accepts no liability of any sort unless written notice of non-delivery is given to the Company within seven days after the date of the advice of dispatch of the goods.
 - (iii) Paragraphs one and two shall not apply to countries outside the United Kingdom of Great Britain, Northern Ireland and the Isle of Man. In respect of these countries the Company accepts no liability for damage of loss in transit unless the Company has contracted the goods C.I.F. and the customer adhered to the terms and conditions of the insurance policy.
 - (iv) The Company's liability for damage in transit or non-delivery of goods duly notified to it in accordance with the above, shall in any event be limited solely to replacement of the goods within a reasonable time whether non-delivery or damage to the Company's negligence or otherwise.
 - (v) It is the Customers responsibility to take full liability for damage caused with regards to the return of goods to the Company in respect of returns referred to in Paragraph 14.
- 8. **CLAIMS** Subject to the provisions of condition 7. All claims for goods alleged to be defective must be made in writing to the Company within 5 days after the date of delivery. Only one notification of the missing/damaged parts will be accepted, any additional requests will be subject to parts and delivery charges. When notifications so received the Company will require return of the goods at the customers expense. Should the Company be satisfied as to the defects then it retains the option to either replace the defective goods within a reasonable time or credit the customer with the contracted price and reimburse the customer for the return delivery cost. All defective goods so returned shall be the property of the Company. Except as provided above, the Company shall have no liability whatsoever arisen out of any agreement to sell or sale of goods including claims of direct consequential or other loss, damage or expense, whether arising or allege to arise of any warranty statement, conditional terms expressed or implied, statutory or otherwise, or negligence or allege negligence on the part of the Company or otherwise. In no circumstances shall the company be liable for loss or damage in excess the contract sale price.
- 9. **RISK AND TITLE**
 - a) Risk of loss or damage to the goods shall pass to the customer at time of delivery.
 - b) The legal and beneficial ownership of goods shall not pass to the Customer until payments in full other than cash are credited to the Company's bank account of all sums do and owing by the customer to the Company in respect of the goods received.
 - c) If at the time when legal and beneficial ownership of the goods would otherwise pass to the customer under sub-Clause (b) of this clause sums are due and owing by the customer to the Company otherwise than in respect of the goods then legal and beneficial ownership of the goods shall not pass to the customer under that sub-Clause until payment in full of all such other sums has been made by the customer.
 - d) Until legal and beneficial ownership of the goods shall pass to it the Customer shall hold the goods as bailee for the Company but shall be at liberty to transfer the legal and beneficial ownership of the goods at the normal course of trading. Pending legal and beneficial ownership passing to the Customer, the Customer shall keep the goods in good condition and in such a manner that it can readily be identified as the property of the Company. Proceeds of any sales of the goods shall be paid into a separate bank account opened by the customer.

- e) The whole of the price of the goods shall not be treated as paid until the cheque, bill of exchange or other instrument of payment given by the Customer has been met or presentation or otherwise honoured in accordance with the terms. The Company may sue for the whole sum of the price at any time after it has become payable.
 - f) Payments shall be applied to invoices in the order in which they were issued and to goods in the order in which they are listed in invoices save where the Customer shall specify otherwise in writing to the seller at the time of payment. In the case of any doubt as to the order in which they were issued a certificate by the Seller as to the order in which they were issued shall be binding on the Seller and the Customer.
 - g) If the Customer sells or disposes of the goods in the normal course of trading before the price is paid, the Customer shall, subject to sub-Clause (h) of this clause, hold on trust for the Seller:
 - (i) if the goods had not been attached to other goods, the whole of the proceeds of sale;
 - or
 - (ii) if the goods had been attached to other goods, such proportion of the proceeds of sale of the sale of the other goods as represents the cost to the Customer of the goods supplied by the Seller attached thereto.
 - h) The trust declared in sub-Clause (g) of the Clause shall be void if and to the extent that a trust in the like terms arises by operation of law in favor of the Seller. The customer hereby irrevocably appoints the Seller as its attorney for the purpose of perfecting the Seller's title to any such proceeds of sale referred to in sub-Clause 10g) of this clause.
 - i) The Customer shall not:
 - (i) pledge the goods or documents of title thereto to allow any lien to arise thereon;
 - (ii) deal with or dispose of the goods or documents of title thereto or any interest therein otherwise than in the normal course of trading.
 - j) If the Customer defaults in the punctual payment of any sum owing to the Company then the Seller shall be entitled to the immediate return of all the goods sold by the Company to the Customer (or the document of the title thereto) in which the legal and beneficial ownership has not passed to the Customer, and the Customer hereby authorizes the Company to recover the goods or documents and to enter any premises of the Customer for that purpose. Demand for or recovery of the goods or documents by the Seller shall not in itself discharge either the Customer's liability to pay the whole of the price and take delivery of the equipment or the Company's right to sue for the whole of the price.
 - k) If any provision or part of the Clause should be held unenforceable or in conflict with the law of any jurisdiction any part so held unenforceable or invalid shall be severed from this Clause and enforceability and validity of any other parts or provisions of this Clause shall not be affected by such severance.
- 10 PAYMENT:** For the purpose of this Clause the due date shall mean the date of the order/invoice unless the customer has been given a different payment date as specified on the face of the invoice. Where payment in full is not made by the due date the company reserves the right to charge interest at the rate of 1.5% per month above Barclays Bank Base Rate from the due date to the date of receipt of the monies outstanding. Where settlement discount is shown on the face of this invoice the customer may deduct this from the payment provided that payment in full less this discount is made by the due date.
- 11 CARD PAYMENT:** An additional service charge of 2.5% will be added to the sale when payment is made by Credit Card or Commercial Credit Card and 2.9% when payment is made by American Express Card. No additional fees will be charged against Visa Debit Cards.
- 12 ADDITIONAL DELIVERIES:** Where the company has been obliged to make an additional delivery of the goods to the premises specified in the contract due to the failure of the Customer to accept the delivery of the goods because of failure to apply to the conditions in paragraph 6, the goods will be dropped off at the show site of the Company if the delivery address is within 15 miles of the show site. If it is not possible to drop the cabin or timber building off at the show site should the premises be closed, it will be returned to the main depot and a redelivery charge will apply being £300 for a cabin or £75 for a shed. If the building has been delivered to the show site it will be the customer's responsibility to collect the item or pay the additional delivery fee. (This fee represents the true cost of a delivery, as the initial inclusive delivery charge does not apply on second deliveries.)
Please note: if we have attempted to deliver and the order is subsequently cancelled a £300 delivery fee will be deducted from any refund given or in such event a deposit was not taken at the time of order the customer will be invoiced and must accept full liability for this sum.
Any proposed delivery date specified on this invoice or on a sales order does not constitute such agreement in writing.
- 13 CANCELLATIONS:** In the unlikely event that a customer wishes to cancel an order, please contact us immediately by phone or in writing. Not by email. If the order has already been manufactured & packed up to 25% will be deducted from any refund. Also the condition of cancellation on delivery applies as stated in paragraph 12. Please note there is no cancellation policy for 'custom' orders. Once a custom order has been placed, there is no refund policy as each order is custom made by hand and cannot be re-consigned. There is also no cancellation policy regarding spare parts once a consignment has been dispatched.
- 14 RETURNS:** It is recommended by the Company to the customer that the goods are viewed prior to purchase. In such an event where it is the wish of the Customer to return the goods for whatever reason as the Customer did not view the goods prior to the purchase and ordered delivery via a carrier, the Customer will be invoiced via the Company for the initial delivery charge and it is also the Customer's responsibility to return the goods within 5 days at the Customer's expense. Also it is the Customer's responsibility to adhere to the terms referred to in paragraph 7 sub-clause (v). A handling charge of 25% and the initial carriage charge will be deducted from the invoice.
- 15 INTERPRETATION:** Any agreement between the company and the purchaser shall be subject to and governed by the domestic law of England.
- 16 NOTICES AND RETURNS:**
Name, Address, postcode, Telephone, Mobile and Fax number required
Written notification does not include emails