

**STANDARD TERMS AND CONDITIONS**  
**FOR SUPPLY OF GOODS AND SERVICES**

**OF**

**Gabriel's Sheds Ltd**

**1. DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.2 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Company;
- 1.3 "Customer" means the organisation or person who purchases goods and services from the Company;
- 1.4 "Company" means Gabriel's Sheds Ltd, Unit 6, Gabriels Farm, Marsh Green rd, Nr Edenbridge, Kent TN8 5PP

**2. CONDITIONS APPLYING.**

- 2.1 Unless agreed in writing, these conditions will govern all contracts for the sale of the Company's goods or the supply of its services. Any amendment, qualifications or additions to these conditions imposed by the Customer will not apply unless expressly accepted by the Company in writing.
- 2.2 Before the commencement of the services the Company shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Company immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions
- 2.3 All orders for goods shall be deemed to be an offer by the Customer to purchase goods pursuant to these Terms and Conditions and are subject to acceptance by Gabriel's Sheds Ltd. Gabriel's Sheds Ltd may choose not to accept an order for any reason.
- 2.4 The Company reserves the right to vary the design and specifications shown in the price list or on our website at any time without prior notice.
- 2.5 All specifications & sizes given by the Company are given with the belief they are as accurate as possible, but will not be treated as a binding part of the contract. In accordance with general trade practices, timber sizes quoted are nominal, which is before machining.
- 2.6 Acceptance of the goods order will be deemed as evidence of the buyer's acceptance of these conditions.
- 2.7 Any advice or recommendations given by the Company or its employees or agents including but not limited to, storage, application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the

Customers own risk and the Company will not be liable for any such advice or recommendations.

### **3. PRICES**

- 3.1 The price for the supply of goods and services are as set out in the Specification Document. The Company shall invoice the Customer on delivery**
- 3.2 The price shown on both our price list and website are displayed in GBP and does not include VAT.**
- 3.4 A deposit payment must be made before the manufacture of goods. A minimum of 20% of the products value is required. We may ask for up to but not exceeding 50% on custom bespoke designs.**
- 3.5 The Company reserves the right to alter the price of goods to reflect any change in the cost to the Company due to any factor which is beyond the control of the Company, including but not limited to, changes to delivery dates, changes in specification to the goods requested by Customer, or failure of the Customer to provide the Company with adequate delivery access or information and instructions.**
- 3.6 Gabriel's Sheds Ltd accepts card payments via Mastercard, Visa Electron, Visa Debit, Visa, Maestro. Payment is immediately deducted when placing an order in person or over the telephone using the secure online payment system.**
- 3.7 The customer warrants the credit or debit card used by him/her in relation to the transaction belongs to him/her and there are sufficient funds or credits facilities to meet the cost of any goods services ordered from the company.**
- 3.8 Please note we do not deliver to all areas of the country so please check before you order. Contact the Company on Tel: 01732 868197 Email: [adomina@tiscali.co.uk](mailto:adomina@tiscali.co.uk)**

### **4 DELIVERY**

- 4.1 Before delivery the Customer is invited and is recommended to come to the Company's premises and inspect their product. If they are happy with the product then the balance is to be paid in full and we will arrange the delivery.**
- 4.2 Full payment is required 48 hours prior to delivery.**
- 4.3 Gabriel's Sheds Ltd provides estimated lead time on production and delivery. These timescales are not a maximum or guaranteed time in which the order will be completed for collection or delivery to take place.**
- 4.4 Delivery is kerbside unless discussed and agreed prior to delivery.**
- 4.5 Goods will be delivered to a point most convenient from our delivery vehicle.**
- 4.6 The company shall not be held liable for any loss or damage of any kind whatsoever resulting from any delay in delivery or completion.**
- 4.7 Any Delay in the delivery of the goods will not give rise to the buyer treating the contract as void or to reject the goods.**
- 4.8 The Customer will make the necessary arrangements to take delivery of the goods. It is the Customers responsibility to provide able-bodied assistance to move the goods to the Customers chosen site.**

- 4.9 Delivery vehicles will not be driven off road and it is the Customers responsibility to advise us of any narrow lanes, narrow roads, bends, height restrictions, or driveways that will impede our delivery vehicle on route to the Customer's premises or address.
- 4.10 If the Customer has not provided any necessary/relevant information pertaining to any restrictions to the delivery address. The Company reserves the right to either. (A) Stack the goods adjacent to the delivery site. (B) Return the goods to the Company's own premises and at the Company's discretion apply charges for storage or re-delivery.
- 4.11 Gabriel's Sheds Ltd requires notification of any parking/stopping restrictions at the address in advance of delivery.
- 4.12 If there is a problem with any component you have received or something is missing please email the office on [adomina@tiscali.co.uk](mailto:adomina@tiscali.co.uk) or Tel; 01732 868197

## **5 INSTALLATION**

- 5.1 Installation is not free with our products. The customer shall be responsible to the Company for ensuring there is sufficient parking and clear access to and around the intended site.

To ensure installation can be completed, it is the Customers responsibility to:

- 5.2 Provide a concrete or paved base being firm, square and level – not smaller than size of their chosen product.
- 5.2. A The area all around the proposed site must be clear and free of any obstructions.
- 5.2.B Allow unimpeded passage to the intended site (no height or turning restrictions) to allow the sections and components of the product the reach the intended site safely.
- 5.2.C The customer cannot be within the vicinity of the working area while installation is taking place.
- 5.3 If on arrival we find the Customer has not complied with points defined in section 5 5.1 /5.2/ 5.2. A/ 5.2 B/5.2.C The Company reserves the right to abort the installation. Then the Customer is liable for the action of their choosing as defined under section 5 – 5.4 / 5.6
- 5.4 Goods can be left for Customer for self assembly, but any installation service fee will not be refunded and will be retained for the aborted labour costs.
- 5.5 Goods can be left until such time as the Customer has complied with the points defined in section 5 /5.1 /5.2/ 5.2 A and 5.2 B . At which point a return date and reinstallation can be arranged with a minimum charge of £100.00
- 5.6 On completion the Customer will be asked to sign an order completion form. The customer must write on this form anything that they are not completely satisfied with in relation to the product or installation. If there are no points stipulated on the form then if for any reason we must re-visit the site to rectify any problems the Customer may be charged a call out fee. This is at the Company's discretion.

**5.7 Any customer entering the working area while the installation is taking place does so at their own risk the management will not accept liability for any accidents damage or loss incurred. ]**

## **6. RISK & TITLE**

**6.1 All risk in goods, accidental loss or damage is to pass to the Customer immediately on delivery.**

**6.2 All goods remain the sole and absolute property of the company until payment had been received in full.**

**6.3 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.**

## **7. LIMITATION OF LIABILITY**

**7.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.**

**7.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.**

**7.3 Nothing in these Terms and Conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Supplier's negligence or that of its employees unless the customer has breached any of the points stated in this document.**

## **8. CANCELLATIONS**

**8.1 The Customer may cancel the contract at any time prior to commencement of manufacture.**

**8.2 If you wish to cancel an order before it has been delivered but after it has been manufactured, you must contact the Company immediately. You must confirm your cancellation in writing via fax, letter, or email. If you cancel via telephone your order will be put on hold until a written cancellation has been received.**

**8.3 If the building has been manufactured there may be a cancellation charge dependant on the individual case. Deposits are refundable. However the company reserves the right to retain monies that have been already spent on purchasing items for bespoke**

designs including but not limited to specific windows and doors any fixtures and fittings selected by the Customer for bespoke designs.

8.4 In all cases refunds on an order will be assessed on an individual basis dependant on costs already incurred by the company for labour and materials. |

#### 9. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

#### 10. GENERAL

10.1 The customer is responsible for general maintenance of the building after the Company's installers have left the site. Doors and windows may need re-adjusting due to the base being slightly out of level and the building settling due to Customers base.

10.2 The Company's products incorporate natural materials, timber is a natural product and is prone to changes in appearance, including but not limited to some movement, shrinking and expansion, variations in colour, knot holes, splits, warping of timber, or damage caused by extremes in temperature and weather conditions. We cannot be held responsible for these occurrences.

10.3 Splits and knots or similar visual imperfections in the timber that will not affect the structural integrity in any way are not considered damage and do not render the product unfit for purpose. These are natural characteristics of the products and not defects and will not be accepted as a valid reason for the cancellation of an order.

10.4 All measurements are approximate and are for guidance only.

10.5 |The Customer will accept this position and shall make no objection with regard thereto and no such matters will annul the sale or entitle the Customer to rescind the contract.

10.6 These terms and conditions do not affect your statutory rights.