

Conditions of Sale – Equestrian Buildings

1. Unless otherwise stated, process allows for goods to be delivered to the site, provided there is clear and reasonable access to the site.
2. Customers should check deliveries against advice and delivery notes. It is essential that immediately upon receiving goods a written report of any damage or loss is sent to us otherwise no liability can be accepted.
3. Any goods supplied, which prove faulty through material or workmanship during the period of 12 months from the date of delivery, will be replaced or repaired, free of charge.

A 10-year timber guarantee is offered by Scotts against rot, fungal decay and termite attack. Scotts cannot be held responsible for any maintenance needed for the external joinery elements including the timber doors and windows. Timber is a natural product and can be subject to expansion or weather-related conditions. Whilst Scotts takes every care, they cannot be held responsible for any season changes with a natural product

This undertaking is given in lieu of all conditions, guarantees or warranties of every kind, whether expressed or implied by law or otherwise which are hereby expressly excluded. Our liability arising out of any contract shall not exceed the net invoiced price of the particular goods in regard to which complaint is made.

4. All prices are exclusive of Value Added Tax where applicable. Sales identifiable or notified as consumer sales under the Unfair Contract Terms Act, 1977 will include Value Added Tax where applicable.
 - 4.1. Payment for Goods shall be made on or before the date fixed in accordance with the terms agreed between the Customer and the Company for the operation of the account between them.
 - 4.2. In event that payment shall not have been made by such date the Company shall be entitled to recover from the Customer interest on any outstanding balance at the rate of 4% above the base rate of Barclays Bank Plc for the time being in force for the period from such date until the date of payment.
 - 4.3. The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the costs to the Company (such as, but without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in delivery rates, quantities or specifications for the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
 - 4.4. The Company reserves the right at any time at its discretion to demand security for, or vary the terms and method of, payment before continuing with or delivering Goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Customer.
 - 4.5. If the Customer fails to make any payment on the due date, then without prejudice to any other right of remedy available to the Company, the Company shall be entitled to:
 - i) Cancel any subsisting supply contract with or suspend any further deliveries to or collections by the Customer.
 - ii) Appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any contract between the Customer and the Company) as the Company may think fit notwithstanding any purported appropriation by the Customer.
 - 4.6. Any sums payable by the Company to the Customer on any account may at any time be offset by the Company against any sums payable by the Customer to the Company.
 - 4.7. If the Customer (being a Company) has a petition presented for its winding-up or the appointment of any administrator or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or enters a scheme of arrangement or Voluntary Arrangement or compounds or makes any proposal to or enters into any arrangement with its creditors or has a Receiver or Manager or an Administrative Receiver appointed over all or any part of its assets or (being an individual) has a Petition presented.

5. It is a condition precedent to any liability of ours that all items delivered and not erected by us, shall be stored in a dry place, stacked flat, slightly raised from the ground, and adequately protected from the weather.
6. We do not accept responsibility for any consequential loss or damage.
7. Whilst every endeavour will be made to adhere to the quoted delivery date, we cannot accept responsibility for delays due directly or indirectly to war, strikes, lockouts, breakdowns, delays in transport, accidents, Government prohibition or restrictions, fire or any cause outside our reasonable control. Failure to deliver under a contract on a due date shall not entitle a customer to
 - (a) refuse a delivery tendered after such a date
 - (b) repudiate the contract or
 - (c) make a claim for damages in respect of late delivery.
8. Goods are not tested or sold as fit for any particular purpose, unless expressly stated in writing and any term, warranty or condition implied or statutory to the contrary is hereby excluded.
9. The property in the goods shall not pass to the Buyer until the Buyer has paid to the Seller the whole price thereof. If, notwithstanding, that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such a manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for the Seller. The Buyer agrees that prior to the payment of the whole price of the goods the Seller may at any time enter upon the buyer's premises and remove the goods there from and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer the Agent of the Seller for the purposes of any such sub-sale. Notwithstanding that property in the goods shall not pass to the Buyer save as provided above, the goods shall be at the risk of the Buyer from the time of collection by or delivery to him of the goods.
10. In the event of non-payment the Seller shall be entitled at any time to repossess the goods unless they have been subject to prior resale, in which case the Seller shall be entitled to the proceeds of the resale in the hands of the Buyer or any liquidator, receiver or trustee in bankruptcy of the Buyer.
11. If the Buyer fails to make due payment of any money due by it to the Seller on whatever account, the Seller may withhold delivery of all or any part of any goods sold to the Buyer until payment in full of all money then due, and during such time the goods so withheld shall be at the sole risk of the Buyer. Interest at the rate of 5% per annum over the base rate of the National Westminster Bank PLC, as varied from time to time shall be payable on all overdue accounts. The Seller shall not be obliged to deliver or transfer any goods if, subsequently to the sale thereof, the Seller learns of circumstances which are in the reasonable judgement of the Seller likely to adversely affect the ability of the Buyer to pay for such goods in accordance with the contract.
12. The Seller may at his discretion at any time refuse to fulfill a contract for goods either in whole or in part if he is not satisfied with the credit standing of the customer.
13. No person has any authority to accept any further liability or to make any further promise on the Seller's behalf in the event of any conflict between these conditions and any terms or conditions put forward by the Buyer these Conditions shall prevail. But the Buyer may give written notice within 10 days of receipt of this document that he refuses to be bound by these Conditions in which case the Seller may rescind the contract.

14. Goods manufactured to meet a delivery date agreed with the customer, and not accepted by the customer on that date, shall be charged for as if delivered, (less erection costs in the case of delivery and erection contracts). Furthermore, a storage charge shall be made after a period of 4 weeks from the agreed original delivery date. Rates of charges to be £1.00 per square metre of floor area occupied per week. In the case of buildings, i.e. stables, tack rooms, field shelters and other sectional buildings, the charge will be at the rate of £10.00 per unit per week.

Attention is drawn to the fact that timber will slightly discolour with age and some weathering of the goods may occur during storage. The company cannot accept any responsibility for any remedial work which may be necessary at the time of the delivery.

15. No order will be programmed into our production schedule until we are in receipt of a third of the total as a deposit amount.
16. We will refund a customers' deposit provided no goods have been manufactured. When a deposit is refunded we reserve the right to make an administration charge of 2.5% of the total order amount and this will be deducted from the refund.
17. If upon inspection of the base it is apparent that the base work does not meet with the specifications supplied, we reserve the right to refuse to erect the buildings until the work has been corrected. If this is the case the customer will be invoiced at the standard daily rate for the loss of that day's work and any other days lost due to this.
18. We reserve the right to make such changes to our published specification or to improve the design of our products as necessary and without notice.
19. We accept payment by cheque, BACs transfer or debit card.