



Countryside Oak

The Old Grain Store Manor Farm,
Cholsey, OX10 9PR
Tel: 01491 743082
hello@countrysideoak.co.uk
www.countrysideoak.co.uk

VAT Registration Number: GB 106125165

Terms & Conditions

INTRODUCTION & DEFINITIONS	
1	1.1. These conditions shall apply to all goods and services supplied by Countryside Oak, whose registered office is at 12, Glebe Close, Moulsoford, OX10 9JA (the Seller). 1.2. Buyer means any person, company or other organisation to which the Seller provides Goods. 1.3. Contract means the contract made or to be made between the Seller and the Buyer which will include any person or company to whom the quotation is addressed or is in charge of Goods supplied by the Seller. 1.4. Goods shall include any product, part product or service supplied by the Seller. 1.5. These conditions supersede any earlier conditions issued by the Seller and no alterations or additions to, or exclusion of any part, shall be applicable unless specifically agreed to in writing by the Seller.
PRICES & QUOTATIONS	
2	2.1. All prices quoted exclude VAT and all applicable taxes and duties, which shall be added to the invoice at the rate prevailing at the tax point. 2.1.1. The price given in any price list, or written or verbal quotation by the Seller, is for goods ex-works, excluding delivery and offloading unless otherwise stated in writing. 2.2. Any quotation or estimate provided by the Seller will be based on the information available, or schedule or drawings provided by the Buyer. It is the duty of the Buyer to make known any special requirements. 2.3. Prices are based on agreed quantities and order size. Should the buyer reduce the quantities or order size, the Seller reserves the right to charge at alternative rates appropriate to the amended order. 2.4. The Seller reserves the right to levy additional charges at the Seller's normal rates, any additional costs arising from variations to the order communicated to the Seller by the Buyer after quotation. 2.5. All prices are subject to variation without notice to cover any increase in costs incurred by the Seller including the costs of materials, carriage, labour, overheads, imposition of tax duty or other levy and any variation of exchange rates since the date of acceptance of the order. 2.6. All goods quoted from stock are quoted subject to being unsold when the Buyer's order is accepted. 2.7. For the purposes of calculating an agreed lead time, this shall run from order confirmation received including a cleared funds deposit where this is requested. 2.8. Goods are not sold on a sale or return basis. The Seller has the sole right to accept or reject any returned Goods. The Seller may charge the Buyer a restocking fee for the carriage, handling and restocking of the Goods. 2.9. The Buyer may not cancel any order once accepted by the Seller without the written consent of the Seller. The Seller may at its sole discretion agree to a cancellation and if so, the Buyer shall be liable to the Seller for a cancellation fee to cover all expenses or losses (including loss or profit) incurred by the Seller.
SPECIFICATION OF GOODS	
3	3.1. The Buyer, whether acting directly for themselves or as an agent for another party, shall be responsible for the correct specification of Goods. 3.2. The Buyer shall be responsible for giving the Seller any necessary information relating to the specification of the Goods within a sufficient time to enable the Seller to perform the contract in accordance with these conditions or within any other agreed lead time. It is the duty of the Buyer to make known any special requirements. 3.3. The Seller reserves the right to make without notice any changes in the materials, specification or design of the Goods which may be required to conform with any safety or statutory requirements, or, having regard to all the circumstances, considers them reasonable or desirable. Such changes will not affect the validity of the contract. 3.4.1. The Buyer on ordering: 3.4.2. warrants and acknowledges that it has not relied on any representation made by the Seller or its employees or agents, or upon any descriptions and technical specifications, drawings, dimensions and weights, and waives any claim or breach of any such representation. Samples are only an indication and not a guarantee of size, quantity or colour of the Goods to be supplied. 3.4.3. agrees that the Goods will (either by themselves or any third party) be properly used or dealt with, and only in a manner fit for the purpose for which they are sufficient and suitable. Goods must be stored in accordance with British Standards Institute recommendations. 3.5. Although every effort will be made by the Seller to match colours and materials, the Seller cannot guarantee that a variation in such colours and materials will not occur. The Buyer acknowledges that timber is a natural product and that variations of colour and grain will occur. Moisture content and grade description are in accord with European Standard 975-1: 2009.



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3	3.5.1. No warranty is either given or implied on any timber product, as it is a natural product and will react differently depending on usage conditions. Documentation provided acts only as an indication of how timber will behave during and after installation. 3.6. It is the responsibility of the Buyer to examine the Goods for defects in materials and/or workmanship or design which are likely to cause damage or injury. 3.7. It is the responsibility of the Buyer to comply with all relevant planning law and Building Regulations unless otherwise agreed in written acceptance from The Seller. The Seller cannot be held liable for any delay in a contract due to inadequate permission or other relevant consents. 3.8. Whilst the Seller will take all reasonable care to ensure that working plans, diagrams and drawings provided to the Buyer are adequate to facilitate the erection or installation of the goods in a proper and workmanlike manner, it is the sole responsibility of the Buyer to ensure that all working plans diagrams and drawings meet with the Buyer's requirements and for the Buyer to ensure that the installation of the Goods is undertaken in a proper and workmanlike manner. 3.9. The Seller shall have no liability if Goods are erected or installed incorrectly.
ADVICE, INFORMATION & SAMPLES	
4	4.1. Although every reasonable precaution will be taken to ensure accuracy of such information, all descriptive matter, colours, dimensions, weights and other documentation supplied by the Seller, and the descriptions and illustrations contained in the Seller's catalogues, price lists, websites and other marketing material, are approximate only and are intended merely as a general description of the Goods. They are not, unless specifically expressed in the contract, deemed to form any part of the contract or conditions of sale and are not to be regarded as a warranty or representation. 4.2. The Seller cannot guarantee that images displayed on the Buyer's computers or the pictures printed in brochures and other promotional material accurately reflect the colour of the Goods. 4.3. Any estimates given in respect of quantities needed, or advice as to the suitability or fitness of any Goods for any particular purpose given by the Seller or its employees or agents, is given in good faith but is without obligation or responsibility on the part of the Seller, and the Buyer is entirely responsible for ascertaining the quantities required and the suitability and fitness of the Goods for the purpose intended. 4.4. All samples are only an indication and not a guarantee of size, quality or colour of the Goods to be supplied. Likewise, timber grading rules are only an indication, not a guarantee of the typical characteristics to be expected. 4.5. Any samples or other items which the Buyer supplies or arranges to be supplied to the Seller, shall be delivered at the sole risk and expense of the Buyer and shall remain at the Buyer's risk and expense throughout the period of them, remaining at the Seller's address or other address that the Seller may specify. 4.6. Where samples are supplied, or are to be supplied by the Seller, no work will be undertaken by the Seller with regard to the bulk of the Buyer's order unless or until the Buyer has notified the Seller that the samples are in all respects satisfactory. It will be deemed that the Buyer has so notified the Seller that the samples are in all respects satisfactory if there is no express written rejection of such samples within 7 working days of delivery to the Buyer
ORDERING AND RETURNS	
5	5.1. The placing of an order by the Buyer, whether verbal or written, should be deemed to include acceptance by the Buyer of these conditions which will form the conditions of the contract and shall apply to the exclusion of any other terms or conditions put forward by or on behalf of the Buyer, unless such alterations or qualifications requested in writing by the Buyer, are agreed in writing by the Seller. 5.2. Any typographical, clerical or other error or omission in any literature, quotations, price lists, web page, acceptance of order, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. 5.3. The Buyer acknowledges that before entering the contract, the Buyer has expressly represented and warranted that it is not insolvent, has not committed an act of bankruptcy or been subject to any act of insolvency. 5.4. The Buyer may not cancel any order once accepted by the Seller without the written consent of the Seller, and the Buyer will in any event be liable to the Seller for a cancellation charge to cover all expenses or losses (including loss of profit) incurred by the Seller in relation to any such cancellation. 5.5. The Seller shall in no circumstances accept a cancellation of any order for Goods which are to be specially made or obtained once such an order has been accepted by the Seller, nor will any allowance be made in respect of such Goods where they are subsequently returned.



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5	5.6. Goods are not sold on a sale or return basis. The Seller shall have the right to choose whether to accept or reject the return of any Goods which have been over-ordered or ordered incorrectly. In the event of the Seller accepting such Goods for return, acceptance shall be upon terms such as the Seller may determine at the time and in particular, reserves the right to make a charge for the carriage and handling of the Goods. No credit will be given unless the Goods are returned in perfect re-saleable condition with a note of the invoice number under which they were supplied. 5.7. Nothing in these conditions shall impose any obligations whatsoever on the Seller to sell any Goods or provide any service to anyone.
PAYMENT	
6	6.1. If the Buyer does not have an account with the Seller, all Goods are supplied on a pro-forma basis and the Buyer shall pay for the Goods in full and in cleared funds before the Goods are delivered or collected. 6.2. Where the Buyer holds an agreed credit account with the Seller, the Seller reserves the right to charge a deposit of up to 60% of the gross order value to be paid prior to delivery or commencement on site. The balance payment shall be on credit until the Buyer's account is up to the agreed credit limit, above which payment will be required prior to the release of further Goods. 6.3. In the purchase of Oak framed structures, the Buyer shall pay a 50% deposit of total fee before production, and the remaining 50% will be paid before delivery/collection unless agreed otherwise in writing from The Seller. 6.4. The Buyer shall pay invoices in full and in cleared funds within 30 days of receipt. Payment shall be made to the bank account nominated in writing by the Seller or as otherwise agreed in writing. 6.5. For bespoke made to measure products, payment is due within 7 days of delivery of the Goods. 6.6. The Buyer shall not be entitled to withhold, or offset payment of any amount due to the Seller, in respect to any claims by the Buyer in respect of Goods supplied by the Seller, or for any other reason which is contested or for which liability is not admitted by the Seller in writing. 6.7. Where part delivery or scheduled supply is required, interim payments shall be made by the Buyer, and if default is made in payment on the due date, the Seller shall have the right to suspend forthwith any further deliveries or works until payment is received in full. 6.8. Where the Buyer requests delivery to be postponed and/or Goods stored, full payment for completed work will become due for those Goods held in store, and the storage costs will be added at the commercial rates in force at that time. 6.9. Without prejudice to the Seller's right to enforce payment, if the Buyer fails to make payment in accordance with these terms, the Seller is entitled to charge interest on any balance outstanding from the date the same became due, until payment is made, at the rate of 2% per month or part-month. 6.10. The Seller shall have the right to close the Buyer's account at any time at its discretion. 6.11. The Seller shall not be obliged to ship any order to the Buyer whilst the Buyer owes any sums to the Seller. 6.12. For all installation works a schedule of payment will be communicated to the buyer, the buyer shall pay the full amount shown on the invoice. If the buyer fails to make payment within the invoice due date or part payment is received the Seller shall have the right to suspend forthwith any further deliveries or works until payment is received in full.
DELIVERY, COLLECTION AND INSTALLATION	
7	7.1. Any times or dates given by the Seller are intended as estimates only and the time and date will not be of the essence. 7.2. Delivery is made by the Buyer collecting Goods from the Seller's premises after the Seller has notified the Buyer that the Goods are ready for collection, or by the Seller delivering the Goods to another address by prior arrangement with the Buyer. 7.3. Where the Buyer appoints an agent to accept delivery on the Buyer's behalf, it shall be deemed by the Seller that the Buyer invests the agent with full powers and right to authorise inspection and acceptance of delivery. 7.4. The Seller reserves the right to deliver in instalments. 7.5. Where the Goods are delivered in instalments (either by prior arrangement with the Seller or pursuant to condition 7.4), each delivery shall constitute a separate contract, and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions, or any claim by the Buyer in respect of any one or more instalments, shall not entitle the Buyer to treat the contract as a whole as repudiated. 7.6. Where delivery is made by a carrier, it shall be under the usual terms and conditions of such carrier. 7.7. Unless otherwise agreed in writing, where delivery is made by the Seller's or agent's transport it shall be deemed to be "kerbside" delivery only. All necessary labour and equipment required to unload materials promptly shall be supplied by the Buyer and the responsibility of the Company's drivers is limited to handling Goods off the vehicle.



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7	7.8. It is the Buyer's responsibility to notify the Seller of any vehicular or access restrictions or difficulties. 7.9. If the Buyer fails to take delivery of the Goods, or fails to give adequate delivery instructions at the time notified by the Seller, then without prejudice to any other right or remedy available to the Seller, the Seller may: 7.9.1. return the Goods to store (at its own or any third party's premises) and charge the Buyer for its reasonable costs including carriage, storage, insurance and VAT, and/or; 7.9.2. sell the Goods at any time at the best price readily obtainable and charge the Buyer for any shortfall below the price that would have been received under the contract. 7.10. The Buyer shall undertake to examine all Goods on delivery. 7.11. Notification of short deliveries or damage in transit must be made to the Seller verbally within 24 hours after delivery or, if the next day is not a working day, by the close of business on the next working day and confirmed in writing within 7 days. 7.12. Notification of loss or non-delivery must be made in writing to the Seller within 14 days after the date of the Seller's invoice. 7.13. The Seller shall have the right of option to make good by reimbursement of the whole, or part of the price, or by repair or replacement, any such non-delivery, short delivery, loss or damage notified in accordance with the conditions 7.11 and 7.12 above, and without affecting the validity of the contract. 7.14. Where the Buyer requests delivery to be postponed and/or Goods stored by the Seller, full payment for completed work will become due for those Goods held in store and the storage costs will be due at current commercial rates. 7.15. For all Orders for delivery outside the United Kingdom: 7.15.1. Goods will be sold ex-work; and 7.15.2. Responsibility for the payment of any duties or other import regulations will be with the Buyer. 7.16. The Seller shall not be held responsible for any delays or other occurrences due to matters outside of our control when installation is required. 7.17. The Seller will carry out all works quoted and agreed upon and shall not be expected to carry out other contractors work or obligations due to projects deadline or any other occurrence. 7.18. If the Buyer delays site measurements being taken the Seller shall not be held to any original timescales agreed upon and all delivery times and completion time will have to be re-valued and agreed upon at the time. 7.19. The Buyer is responsible for all measurements, whether the Seller is installing or supplying in kit form. 7.20. The Buyer should check all areas of installation once complete, any issues arising after or not mentioned during the time of installation shall not be the Sellers responsibility.
RISK AND TITLE	
8	8.1. The risk in the Goods shall pass to the Buyer at the time of delivery. 8.2. Ownership of the Goods shall remain with the Seller until all sums due and owed by the Buyer to the Seller for the Goods supplied under the contract or any other Goods supplied by the Seller to the Buyer under any other contract whatsoever, are paid for in full and the Seller has received the cleared funds. 8.3. Until the title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods solely as fiduciary bailee for the Seller and shall mark the interest of the Seller on the Goods. 8.4. The Buyer's power of Sale shall automatically cease if a receiver is appointed over any of the assets or undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into liquidation or calls a meeting, or asks any arrangement of composition with creditors, or commits an act of insolvency. 8.5. Should the Buyer's Power of Sale cease as per the provision in condition 8.4 above, the Buyer shall place the Goods at the disposal of the Seller, and the Seller and its employees or agents shall be irrevocably licensed, using only such force as is necessary, to enter upon any premises where the Goods are held for the purpose of their removal. 8.6. The Seller is entitled to recover any and all the stock up to the value of monies owed by the Buyer to the Seller including monies incurred collecting these monies. 8.7. The Seller retains the right to assume Goods are used in order of oldest delivery first (also known as stock rotation).
LIABILITY	
9	9.1. This clause sets out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of: 9.1.1. any breach of this agreement however arising; 9.1.2. any use made or resale of the Goods by the Buyer, or of any product incorporating any of the Goods; and 9.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.



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9	9.2. The Seller shall not be liable for any damage or injury caused by the Goods or its workmanship beyond replacement or repair of the said Goods or services on verification of the Buyer's complaint. 9.3. In the case of defective Goods or workmanship, or the failure of Goods to correspond with the specifications agreed, such defects or failures must be notified to the Seller within 3 days of the delivery of the Goods. Liability shall be limited to the replacement of the said Goods or the offer of reimbursement of the whole, or part of, the cost of the Goods involved. 9.4. The Seller shall not be liable for any defect developing under fair wear and tear, wilful damage, negligence, lack of proper maintenance, abnormal working conditions, failure to follow the Seller's instructions (whether verbal or written), misuse or alteration of the Goods without the Seller's express approval. 9.5. The Seller shall not be liable for any defect in the Goods, or infringement of Intellectual Property of any third party, which arises from any drawings, designs, specifications or parts supplied by the Buyer. 9.6. The Seller shall not be liable for any defects in products not manufactured by the Seller in respect of which, the Buyer shall only be entitled to the benefit of any such warranty as is given by the manufacturer to the Seller. 9.7. Nothing in this agreement shall limit or exclude the liability of either party for: 9.7.1. death or personal injury resulting from negligence; or 9.7.2. fraud or fraudulent misrepresentation; or 9.7.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or 9.7.4. breach of section 2 of the Consumer Protection Act 1987. 9.8. Without prejudice to clause 9.7, the Seller shall not under any circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any: 9.8.1. loss of profit; 9.8.2. loss of goodwill; 9.8.3. loss of business; or 9.8.4. loss of business opportunity 9.8.5. suffered by the Buyer that arises under or in connection with this agreement. 9.9. The limitations of liability in clauses 9.1 to 9.8 shall not apply to the extent that a prohibition against exclusion or restriction of obligations applies.
FORCE MAJEURE	
10	10.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: 10.1.1. acts of God, flood, drought, earthquake or other natural disaster; 10.1.2. epidemic or pandemic; 10.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking from diplomatic relations; 10.1.4. nuclear, chemical or biological contamination or sonic boom; 10.1.5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; 10.1.6. collapse of buildings, fire, explosion or accident; and 10.1.7. any labour or trade dispute, strikes, industrial action or lockouts; 10.1.8. non-performance by suppliers or subcontractors; and 10.1.9. interruption or failure of utility service. 10.2. Provided it has complied with clause 10.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. 10.3. The Affected Party shall: 10.3.1. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and 10.3.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. 10.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than eight weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving one month's written notice to the Affected Party.



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APPLICABLE LAW AND JURISDICTION	
11	11.1. The contract shall in all respects be governed by and construed in accordance with English law. 11.2. It is irrevocably agreed for the exclusive benefit of the Seller that the Courts of England are to have jurisdiction to settle any dispute which may arise out of, or in connection with, the contract. Nothing in this clause shall limit the right of the Seller to take proceedings against any other party in any other Court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
MEDIA / COMMUNICATIONS	
12	12.1 The Seller has the right to add the Buyer's details to their system database for marketing purposes; all email marketing by the Seller contains a clear opt-out. Should the Buyer not wish for the Seller to keep details, this should be communicated to admin@countrysideoak.co.uk. 12.2 The Seller reserves the right to use and publish any photos and image content taken on delivery/construction unless otherwise notified and agreed in writing.
AFTER CARE SERVICE	
13	13.1. As part of The Sellers service to every Buyer, a six month free no obligation after care service is provided. This includes the following: 13.1.1. the main oak frame (when installed by The Seller) 13.1.2. associated joinery manufactured (when installed by The Seller) 13.2. The after care service does not include the following: 13.2.1. re-coating of stain, oils or other protective coating. 13.2.2. applying Oxalic Acid to remove any water stains occurred after installation. 13.2.3. any works or damage made by other contactors 13.2.4. any incorrect glazing methods used by the Buyer 13.2.5. any conditions set out in clause 9 'Liability'
GENERAL	
14	14.1. The failure of either party to the contract to exercise or enforce any rights conferred by the contract, or any particular clause of the contract, shall not be deemed to be a waiver of any such right, nor operate so as to bar the exercise or enforcement of the contract or any particular clause of the contract at any time in the future. 14.2. No variation of these conditions shall be effective unless it is in writing and signed by both parties (or their authorised representatives). 14.3. These conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. 14.4. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or any attached order form. 14.5. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. 14.6. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. 14.7. The headings appearing above each condition or clause, are for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.