

# **Carabuild Leisure Homes Ltd & Unique Lodges by Carabuild Terms and Conditions of Supply and Sale**

## **(1) Introduction**

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from us, Carabuild Leisure Homes Ltd.

## **(2) Interpretation**

In these terms of sale, "we" means Carabuild Leisure Homes Ltd (and "us" and "our" will be construed accordingly); and "you" means our customer (the customer placing the order and who has signed the Customer Order and Specification Form (and "your" will be construed accordingly).

## **(3) Order process**

The advertising of products on our website, in our brochures and other marketing listings constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order by countersigning your signed order form.

In order to enter into a contract to purchase products from us, you will need to take the following steps:

Meet with our Sales Representative and complete a 'Customer Order Specification Form' which will detail your exact purchase requirements. Said form will be signed by you and us.

Pay us a deposit in the sum of at least £5000.00 when the above document (Customer Order Specification Form) has been completed and signed by you and us. Deposit amounts are at the discretion of the Board of Directors. A production build slot cannot be confirmed until a suitable deposit has been received (the amount as dictated by Carabuild). Please note that deposits are non-refundable or transferable.

Agree with us on a proposed build date and where feasible a despatch date of your product. *This is not a guaranteed date and is subject to change. Our Sales Manager will keep you informed of the progress of your build.*

Agree with us on a proposed final balance payment date which will be no later than 48 hours prior to the agreed despatch date.

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale from time to time, a copy of which can be found on our website or by contacting our office and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by speaking to our Sales Manager James Love. You may correct those input errors before placing your order by contacting us.

## **(4) The products**

We agree to design and construct your Static Caravan / Leisure Home / Lodge (see definition below) to the mutually agreed specifications and to include all materials and

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goods as agreed in the signed customer order specification form. Where we have agreed to arrange the despatch of your leisure home we will do so on the mutually agreed date. Should any issues arise with meeting the agreed construction completion date and/or the agreed despatch date we shall contact you at the earliest convenience. We cannot be held responsible for any delay with transportation as we do work with an external haulage firm. Please note – component parts may change slightly dependant on the supplier chain.

### **Definition of the term 'Static Caravan / Mobile Home'.**

A **mobile home** (also trailer, trailer home, **static caravan, caravan**) is a prefabricated structure, built in a factory on a permanently attached chassis before being transported to site (either by being towed or on a trailer).

Customers must note that National Caravan Council approval has been given for the following 'standard' and non-bespoke products:

The Signature Lodge Deluxe  
The Signature Lodge  
The Park View Lodge  
The Serene  
The Oasis  
The Haven  
The Moorland.

These are built to EN1647. All bespoke designed units do not have the NCC approval due to the complexity and bespoke design of build. By signing the order form customers confirm they have read and understand the Terms and Conditions of Supply and Sale document.

**If we have arranged transport on your behalf, full payment must be made to Carabuild Leisure Homes Ltd on the date the balance of the leisure home is due. We will obtain quotations from external haulage firms prior to the build process. [We cannot arrange haulage until payment has been received in full.]**

### **(5) Price and payment**

Prices for products are quoted on individual basis dependant on customer specifications. The price agreed by both parties will be stated on the completed and signed Customer Order Specification Form, a copy of which will be given to you on the day of completion of said form. Should there be any late additions and/or changes to your order a new price will be agreed by both parties and a new customer order specification form will be sent to you for signature. We will not be able to proceed with these additions/changes until safe receipt of the new signed customer order specification form. No change can be made to the structural integrity of the unit once the sale has been agreed. We can allow changes to the cosmetics of the build i.e. colour change of flooring / worktops/ kitchen doors etc but within no less than 12 weeks prior to the build commencement date. The build commencement date will be detailed on your customer order form.

In addition to the price of the products, you will have to pay a delivery charge, which will be as stated at the initial meeting with us. We may sometimes agree an 'all inclusive price', in which case will include the cost of the delivery. This will be detailed on your customer order form. You may wish to arrange haulage direct with the haulier firm.

The agreed deposit must be made [upon the submission of your order]. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds. The balance of the product must be paid at least 48 hours before the agreed proposed completion and/or despatch of your product.

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**(6) Your warranties**

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete; and
- (c) you agree to pay the full balance before final construction and/or delivery of your product
- (d) you agree to pay a deposit before works can commence and in order to secure a production build slot

**(7) Delivery policy**

When we have agreed to arrange the delivery on your behalf, we will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation. We cannot accept responsibility for any delay with transport.

It is your responsibility to ensure that you have adequate arrangements in place to take delivery of your product and, unless prior signed agreement has been made by us, you understand that the delivery of the product is to your address only and not sited or put into position by the haulage firm.

**Please note: it is your responsibility to make adequate arrangements to have your new leisure home sited appropriately (i.e. straight and level). This is to ensure that the leisure home is positioned correctly to avoid any damage being caused internally and externally. Failure to do this will result in doors and windows not operating correctly and potentially internal components being damaged. Carabuild Leisure Homes Ltd cannot be held responsible for any issues occurring as a result of poor and inadequate siting arrangements.**

**You must also arrange for a qualified and registered gas safe engineer to complete a gas safety check and a qualified electrical engineer to connect the mains electricity as soon as your leisure home has been sited. The reason for this is that movement during transit can put stress on the connections and safety cannot be guaranteed without the qualified engineers' commissioning and certification checks. We cannot work on any aftersales issues if the plumbing, water and electric have not be suitably commissioned on site prior to our visits. We may ask to see a copy of the certificates.**

**Failure to comply with the above will result in your warranties becoming void and any after-sales care compromised.**

**(8) Risk and ownership**

The product remains the property of Carabuild Leisure Homes until the balance has been received and cleared in full. We will not be held responsible for any issues arising whilst the product is in transit although should these unfortunate circumstances arise we shall endeavour to repair and rectify as soon as possible by liaising with you and the haulage

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firm.

**(9) Returns policy**

*For Information:*

Under the Consumer Rights Act, you have a statutory right to return your product if it is faulty, but only within 30 days of receiving said product and only where the product has **not** been made to order / customised / personalised by you in any way.

**(10) Statutory rights**

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

**(11) Refunds**

Refunds of deposits are not permitted. Cancellation of the order by you would warrant a refund of the total amount payable less the deposit paid and only 8 weeks prior to the expected production start date. Refunds cannot be made after this point. Should the unfortunate situation arise whereby after-sales issues occur we will endeavour to make right any issues at our very earliest convenience.

**(12) Force majeure**

5.10 **Force Majeure.** (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "**Nonperforming Party**") will be excused from performing those obligations, on condition that it complies with its obligations under section 5.10(c). (b) For purposes of this agreement, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement [(other than an obligation to pay money)], on condition that that party that uses reasonable efforts to do so, except that a Force Majeure Event will not include [any a strike or other labor unrest that affects only one party, an increase in prices, or a change of law]. (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement.

**(13) Contract cancellation**

We may cancel a contract to supply products made under these terms of sale immediately by written notice to you if you fail to pay, on time and in full, any amount due to us under the contract, or commit any material breach of your obligations to us under the contract.

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**(14) Consequences of cancellation**

Upon the cancellation of a contract in accordance with Section [13]:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) any monies paid to us will be retained in accordance with (11) above.

**(15) Scope of these terms of sale**

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

**(16) Safety regulations**

You understand your responsibilities to ensure the safe commissioning of your new leisure home on site. You agree to comply with safety regulations and requirements i.e. gas and electricity must be commissioned on site by suitably qualified and registered engineers.

**(17) Changes to specification**

No change can be made to the structural integrity of the unit once the sale has been agreed. We can allow changes to the cosmetics of the build i.e. colour change of flooring / worktops/ kitchen doors etc but within no less than 12 weeks prior to the build commencement date. The build commencement date will be detailed on your customer order form.

*End of Terms & Conditions of Supply & Sale.*