

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION.

Goods mean goods (including all parts of them agreed in the contract) to be supplied to the Consumer by Creative Living UK Ltd.

Premises means the premises to where all and any Goods are delivered and where any work and installations are to be carried out as notified by the Consumer on the Order Form

Work or Works mean the cabin build and installation work and all other services agreed to be supplied by Creative Living UK Ltd to the Consumer as specified in the customer order confirmation.

Consumer shall mean the persons so named in the contract order

Price. Shall mean the price of the Goods and/or Works the Price shall include VAT

Deposit shall mean 50% of the Price

Order Form shall mean the order form attached to these terms and Conditions

2. NO TERMS OF THE CONTRACT WILL LIMIT THE STATUTORY RIGHTS OF THE CONSUMER.

2.1 All terms of the contract between the consumer and Creative Living UK Ltd are contained in 1. this document 2. order form and 3. drawing (if any) only. Payment of the Deposit brings into being a binding contract between the Consumer and Creative Living UK Ltd

2.2 No variation of this contract shall be of any effect unless made in writing by Creative Living UK Ltd.

2.3 The statutory rights of the Consumer shall not be affected or minimized by the terms hereof

3. PAYMENT AND CANCELLATION.

3.1 The Deposit is due forthwith and shall be paid by cash, debit or credit card

3.2 The balance of the Price (after the Deposit) is payable (in cleared funds) before delivery of all Goods and Works.

3.3 The Goods remain the property of Creative Living UK Ltd until payment is received in full. All payments will be deemed paid when Creative Living UK Ltd have received all cleared funds. In the event that for whatever reason payment has not been received in before or following delivery of the Goods to the Premises then the title in the Goods shall remain with Creative Living UK Ltd and the Consumer hereby gives Creative Living Limited full license and rights of access to the Premises to remove the Goods therefrom.

3.4 The Consumer shall be entitled to cancel the contract by written notice quoting the order number served in person on Creative Living UK Ltd not later than 14 days after the date hereof. On such cancellation the Consumer will receive a refund of all moneys paid by way of deposit less reasonable administration costs.

3.5 Creative Living UK Ltd reserves the right to cancel any contract at any time for good reasons beyond its control, prior to delivery of Goods by written notice to the Consumer posted to the Consumer at the address given in the contract order in such event all moneys received by Creative Living UK Ltd pursuant to this contract will be refunded

3.6 Creative Living UK Ltd reserves the right to cancel any contract by like notice in the event that the Consumer has not made payment in full AND arrangements for delivery in accordance with paragraph 4 below in which case Creative Living UK Ltd shall be entitled to retain the entire Deposit.

4. DELIVERY.

The time period for Goods to be delivered by Creative Living UK Ltd to the Premises is expected to be no more than 10 to 12 weeks from the date hereof (this is an indication of delivery time expectation and accordingly time shall not be of the essence thereof). The Consumer shall pay for and take delivery of the Goods within 28 days of being advised by Creative Living UK Ltd that the Goods are ready for delivery to and installation at the Premises. It is the consumers responsibility to supply a clear site prior to the cabin installation.

5. PRODUCT GUARANTEES.

5.1 Creative Living UK Ltd shall not be liable for any damage or defects caused by any person other than Creative Living UK Ltd, its suppliers, contractors or employees or caused by accident or disaster beyond Creative Living UK Ltd control after the delivery of goods. Subject to all other provisions of the contract Creative Living UK Ltd guarantees.

5.2 The Goods will be of a quality that is within the meaning of the Sale of Goods Act 1979 and conform to any agreed specifications shown in the drawings and that the work shall be of satisfactory standard. No guarantee is or can be given that installation work or installed goods will eliminate or be free of condensation or arising from the fact that the materials used are natural materials which will have grains and knots and will sometimes split or crack naturally.

5.3 No guarantee is or can be given that twin skin walls will be free of movement and shrinkage due to climate changes and heating conditions within the cabin.

5.4 This guarantee will end on the earlier of the expiration of 5 years from and include the date of installation of the Goods at Premises and the date that the Consumer or any person other than Creative Living Limited alters or relocates the Goods.

5.5 The cabin is constructed with kiln dried timber (not preserved). The cabin will require a four-coat preserving, priming, and finishing system applied by the consumer after installation. It is advised to allow the cabin to settle for 6-8 weeks before applying the coats as the cabin will require time to settle into its new environment. The first coat is a preservative (Birds Brand Superior Wood Treatment). The second coat is a primer (Zinsser Cover Stain) and the last two topcoats of (Zinsser All Weather). Drying time between coats is required as per the instructions on the tins. Re-application of the primer and topcoats should be completed the following year and then every 2 years thereafter.

5.6 The Guarantee period doesn't cover natural movement including swelling, shrinkage. This includes tongue and groove roof and floorboard's shrinking or expanding due to environmental and temperature changes that may affect the appearance of the cabin from when delivered and installed.

6. RESTRICTIONS AND LIMITATIONS

6.1 Subject to Clause 6.2 below the complete financial liability of Creative Living UK Ltd to the Consumer howsoever arising (including any liability for the acts of its employees and sub-contractors) including, but without prejudice to the generality of the foregoing any breach of contract, any use made or resale by the consumer of any Goods, any representation, statement or tortious act omission including negligence arising under or in connection with the contract shall not exceed the Price

6.2 These conditions do not exclude or limit the liability of Creative Living UK Ltd for

- (a) Death or personal injury caused by Creative Living UK Ltd negligence; or
- (b) Under section 2(3) Consumer Protection Act 1987; or
- (c) Fraud or fraudulent misrepresentation.

7. PLANNING AND BUILDING CONTROL.

It is the Consumer's sole responsibility to obtain any local planning or other regulatory approvals or permissions for all Goods and Works.

8. INSURANCE AND RISK. All Goods are the responsibility of the Consumer from time of delivery.

9. GENERAL. Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

10. NO WAIVER. If any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.