

Acorn Buildings Ltd – Consumer Terms & Conditions

These Consumer Terms & Conditions apply where the Customer is a consumer within the meaning of the Consumer Rights Act 2015. They are intended to be fair, transparent and compliant with UK consumer law.

1. Definitions

In these terms: - AB means Acorn Buildings Limited (company number 16868963). - Customer means an individual acting for purposes wholly or mainly outside their trade, business or profession. - Goods means the timber frame building components supplied by AB. - Services means the installation or construction services carried out by AB, as set out in the Specification. - Specification means the written description of the Goods and/or Services agreed between AB and the Customer. - Contract means the agreement between AB and the Customer for the supply of Goods and/or Services. - Contract Price means the total price payable for the Goods and Services.

2. Basis of Contract

2.1 AB's written quotation is an invitation to treat. A Contract is formed when AB confirms acceptance of the Customer's order in writing.

2.2 These terms apply to the Contract and override any other terms unless expressly agreed in writing.

2.3 AB supplies only the Goods and Services described in the Specification and is not responsible for other parts of the Customer's construction project carried out by third parties.

3. Cancellation Rights

3.1 Where the Contract is made at a distance or off-premises, the Customer has a legal right to cancel within 14 days of the Contract date without giving any reason.

3.2 If the Customer asks AB to begin Services during the cancellation period, the Customer agrees to pay for the Services provided up to the date of cancellation.

3.3 Cancellation rights do not affect the Customer's statutory rights where Goods or Services are faulty or not as described.



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4. Price and Payment

4.1 The Contract Price is set out in the quotation and includes VAT unless stated otherwise.

4.2 Payment terms will be clearly stated in the quotation.

4.3 AB may suspend Services or delivery if payments are not made when due, but will resume within a reasonable time once payment is received.

4.4 Interest on late payments may be charged at no more than 4% above the Bank of England base rate, in line with consumer fairness requirements.

5. Delivery and Completion

5.1 Delivery and completion dates are estimates. AB will take reasonable care to meet agreed timescales.

5.2 Delays caused by events outside AB's reasonable control (including weather, supply issues, or regulatory delays) will not make AB liable, but AB will keep the Customer informed.

5.3 Time will only be of the essence if expressly agreed in writing.

6. Risk and Ownership

6.1 Risk in the Goods passes to the Customer on delivery.

6.2 Ownership of the Goods passes to the Customer once the Contract Price for the Goods has been paid in full.

7. Customer Responsibilities

The Customer is responsible for: - Obtaining planning permission and building regulation approval unless otherwise agreed; - Providing safe access, water and electricity; - Ensuring the site is suitable and free from known underground hazards; - Maintaining the building in accordance with AB's aftercare guidance.

8. Quality of Goods and Services

8.1 AB will supply Goods that are as described, fit for purpose, and of satisfactory quality.

8.2 AB will perform Services with reasonable skill and care.

8.3 These rights are in addition to and do not replace the Customer's statutory rights under the Consumer Rights Act 2015.

9. Warranty

9.1 AB provides a 5-year structural warranty on the timber frame (excluding roof coverings) and a 12-month non-structural warranty, subject to proper maintenance.

9.2 The warranty does not cover normal wear and tear, natural timber movement, storm damage, misuse, or lack of maintenance.

9.3 If a defect arises, AB will repair or replace the affected Goods or Services within a reasonable time and without significant inconvenience to the Customer.

10. Limitation of Liability

10.1 Nothing in these terms limits or excludes AB's liability for: - Death or personal injury caused by negligence; - Fraud or fraudulent misrepresentation; - Breach of statutory consumer rights.

10.2 Subject to clause 10.1, AB's total liability is limited to the Contract Price.

10.3 AB is not liable for indirect or consequential losses, provided this does not reduce the Customer's statutory protections.

11. Photographs

AB may take photographs of the completed works for record-keeping or marketing purposes. The Customer may request that identifying features are removed.

12. Governing Law

The Contract is governed by the law of England and Wales. Disputes may be brought in the courts of England and Wales.

13. General

13.1 If any part of these terms is found unenforceable, the remainder will continue in effect.

13.2 These terms do not affect the Customer's statutory rights.

13.3 No third party has rights under this Contract.