

Trading Terms & Conditions

Last updated 10/2024

DEFINITIONS

The “Company” is Bespoke Garden Buildings Ltd an incorporated company with its registered office trading address at Unit 21, Bridgend works, Downton Road, Stonehouse, Gloucestershire, GL10 2BA.

- A. The “Customer” is the person or person’s signing our contract and specifications agreement and where more than one, the word “Customer” shall refer to each person or persons jointly and severally.
- B. The “Terms” are the terms and conditions of the contract and specifications set out herein.
- C. The “Agreement” means the “Contract and specifications” for the supply of goods and services detailed on the specification, including the terms and all other and all other annexed and attached here to are incorporated herein by reference.
- D. The “Design” means a specification configuration, material choice, and layout of project.
- E. “Force Majeure” means any event or occurrence which is outside the reasonable control of the company, and which is not attributable to any act or failure to take preventative action by the company, including (but not limited to) mandatory compliance with any governmental regulation, acts of God (including fire, flood, earthquake or any other natural disaster) war or terrorist attack.
- F. The “Project” means scope of work to be carried out by the company. Being the design, manufacture, supply and installation of the building and any other items listed in the specification.
- G. The “Building” is the product manufactured by the company , including bought- in items that may be purchased by the company.
- H. The “Delivery Date” is the date that the parties have agreed by the commencement of the works on site as set out in the agreement AND for the avoidance of doubt. Delivery means practical delivery of some equipment and NOT the last delivery or the completion of installation of the project.
- I. “Contract Price” is the price that the customer has agreed to pay the company together with VAT at the prevailing rate for the contract as defined in clause 2 below.
- J. “Delivery Location” is the place where the customer has agreed with the company for the project or changing the specification of the project to be executed.
- K. A “Material change in the design” is a change in the design which would involve re-sitting the project or changing the specification of the project.
- L. The “Specification” means the items listed on the document titled contract specification including equipment and services BUT excludes any item not specifically mentioned.
- M. “Completion” means the completion of all works to be carried out by the company. When the project is to the reasonable standards of workmanship, in the opinion of the company, taking into account the established manufacturing, installing and finishing techniques adopted and prevailing with the industry.

2 THE CONTRACT

Bespoke Garden Buildings Ltd, Unit 21, Bridgend Works, Downton Road, Gloucestershire, GL10 2BA
01453 374431 info@bespokegardenbuildings.co.uk www.bespokegardenbuildings.co.uk

- A.** The agreement is for the supply of the project to the customer as set out expressly in the contract specifications
- B.** The contract is made on the date when the customer pays the deposit (usually 25% of the order value).
- C.** The contract is subject to these terms save and unless these terms are varied in the writing by the company and signed by a senior manager of the company or where such variations is made by the customer and the customer provides the desired variation in writing and the same has been accepted by the company in writing and signed by a senior manager of the company.
- D.** Notwithstanding Clause (2C) above. The client may not remove any item or items from the agreement again without written consent of a senior manager of the company.

3 JURISDICTIONS

The contract is subject to English Law and all proceedings in relation to any dispute shall be dealt with through the court in Gloucester unless the business agrees in writing, to the dispute being dealt with through an alternative court

4. THE CONTRACT PRICE

A. The price quoted is guaranteed for 3 months (subject to any variations requested by the customer following the date of agreement). If the installation of the project is scheduled for a date later than 3 months after the date of agreement, the company reserves the right to alter the contract price to allow for any increase in the costs of supplying the project (usually as a result of price increases set by the company suppliers) in the event the contract price increases by more than 5%, the customer shall be entitled to cancel the agreement subject to the provisions of clause 10.

5. TERMS OF PAYMENT

A. Payment of the contract shall be made as follows:

- 1.** An agreed deposit (usually 25% of the contract value) in the amount stated on the contract shall be payable to the company on the placing of the order. A £2K payment can be made by credit card to cover you for section 75 (this is non-refundable).
- 2.** Subject to clause (6) the next stage payment (2) will be payable on commencement of Manufacturing, usually 6-7 weeks prior to delivery amounting to 35% of the contract price.
- 3.** The next stage payment amounting to 35% of the contract price is due within 48hrs of the installers commencing the build at your home, and the process will be continual until the project handover.
- 4.** Once the building has been assembled the installers will hand over the building. They will then run through a checklist, including handing over the keys and running through all the electrics and plumbing etc, and you are then able to start using your building. At this point the final balance is due for settlement (within 48hrs). Once the final balance is paid, we will generate and forward the warranties and electrical certificates. Sometimes adjustments become necessary, but we usually recommend that you leave around 12 weeks to let the building settle. We do not recommend decorating for around 8 weeks at the earliest to allow the plastering to dry fully.

5. If at handover there are any outstanding items that may need to be attended to, then they will be listed by the installers or one of our installation Managers/Surveyors and will be confirmed in writing regarding the outstanding work, which will then be scheduled within 14 days after the final balance has been settled (as above).

B. In the event the customer chooses to delay any part of the project resulting in a delay to the company being able to effect completion then this situation shall trigger the outstanding balance payment being due.

C. Each customer signing the agreement is jointly and severally liable to the company for the contract price. If the customer fails to make any payment due to the company under this agreement by the due date for payment (due date) then the customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank base lending rate. Such interest shall occur daily from the due date until the date of actual payment, whether before or after judgement. The customer will pay the interest together with the overdue amount.

D. The customer hereby acknowledges that all payments due under this agreement are fixed against the original delivery date stated on the contract (unless delivery occurs earlier). In the event delivery is to occur later than the date set out in the contract (as the request or fault of the customer/third party) the date for payments remains payable against the original delivery date set out in the agreement.

6. METHOD OF PAYMENT

All payments due can be paid by either BACS, cash or bankers' card (maximum of £2,000 per contract by bankers' card, nonrefundable.)

Payable to Bespoke Garden Buildings Ltd

ZEMPLER BANK

Sort code: 08-71-99

Account No: 12539662

Cleared funds to be in accordance with terms of payment (5)

7. TITLE

Title to the separate component parts of the project shall not pass from the company to the customer until the contract price is paid in full.

8. RISK

A. The risk in the separate component parts of the project shall pass to the customer on delivery to the site/property whether the full contract price has been paid in full.

B. By accepting delivery of the some or all the component parts of the contract, the customer accepts the risk in the goods and warrants to the company that the property will be secure and provision will be made to provide "secure" storage for tools and equipment.

9. ALTERATION TO CONTRACT

Both the company and the customer accept and agree the specification will not be altered after the commencement of the contract/order except for the following circumstances.

- A.** It is hereby acknowledged by the customer that following commencement of the contract/order the costings will have been prepared based on the company's site survey. Any variations for the condition of the site which require extra costs will be notified and charged to the customer. Photographs are always taken on survey to support the company position.
- B.** Supply of the building and its component parts listed in the specification is strictly subject to availability of stocks to the company and the company reserves the rights to use suitable alternative items in substitution for the original items. In the event
- C.** Where the specification includes natural solid wood the customer hereby acknowledges that being natural materials the products may vary in grain and colour throughout and whilst the company uses reasonable endeavours to match wood the customer accepts by signing the agreement that natural variation will occur there is no obligation on the company to replace any components in the equipment that the customer deems unacceptable through any such variations.

10. CANCELLATION OF CONTRACT

A. Subject to the customers right to cancellation as outlined in (C) below the customer shall not be entitled to cancel the contract/order as follows:

B. With the written consent of the company in which event the customer shall pay to the company by way of agreed compensation an amount calculated in accordance with the terms of sub clause (C) below. Notice of intent to cancel must be in writing and sent to the address on the contract.

C. For the purpose of sub clause (A) above agreed compensation shall be as follows:

- 1.** 25% of the total of the agreement regardless of time of cancellations.
- 2.** 90% of the total agreement if the equipment has entered the manufacturing process.
- 3.** 100% of the total value of agreement if the project is cancelled within one calendar month from the agreed installation date.

11. INSTALLATION

It is the responsibility of the customer to immediately inform the company of any issues that could cause a delay which will result in delivery having to take place later than the date stated on the contract/order. The customer hereby acknowledges that such notice of delay is subject to clause 5C. Furthermore, the customer acknowledges that the company may not be able to accommodate the revised dates for delivery proposed by the customer however, the company will endeavour to carry out delivery as close to that date as possible.

12. DELAY OF INSTALLATION

A. Any dates specified by the company for delivery of the building are intended to be an estimate and time for delivery shall not be made of the essence by notice.

B. Subject to the other provisions of the agreement the company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economics loss, loss of project, loss of business, depletion of goodwill and similar loss)

Costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the components (even if caused by the companies' negligence) nor any delay entitle the customer to terminate or rescind the agreement.

- C.** If for any reason the customer fails to accept delivery of any of the building when ready for delivery, or the company is unable to deliver the building on time because the customer has not provided appropriate access, instructions, documents, licences and authorisations or payment.
- 1.** Risk in the components shall pass to the customer (including for loss or damage caused by the companies' negligence).
 - 2.** The building shall be deemed to have been delivered
 - 3.** The company may store the building until delivery whereupon the customer shall be liable for all related costs, expenses (including without limitation, storage, re- delivery and insurance).

13. CUSTOMER POSTPONEMENT

Where the customer requires postponement of an agreed delivery date.

- A.** The company will accept such postponement after 21 days after a mutually convenient installation date has been agreed between the two parties without the customer being liable for any penalty.
- B.** In the event that the customer seeks to postpone installations after 21 days from the agreed mutually convenient date for installation, the following provisions will apply.
- 1.** The building will still have to be paid for in full (less any payments agreed due after installation) by the date it should have been delivered and installed.
 - 2.** The company will charge commercial storage charges for the components in the event that the customer not being able to store the components themselves at a rate of £75.00 per week.

14 . LIMIT THE LIABILITY

- A.** Neither party excludes or limits its liability to the other for death or personal injury caused by its negligence or for any breach of any obligation implied by section 12 of the sale of goods act (1979) or any such liability which is not permissible to exclude by law.
- B.** Subject to cause (15) below. The company's total liability arising under, or in connection with this agreement, whether in TORT (Including negligence or breach of statutory duty).
Contract misinterpretation, restitution or otherwise shall be limited to the contract price.

15. WARRANTIES

A. The company Warranties

- 1.** The building manufactured by the company will be provided with a 10 year structural warranty for The benefit of the customer the benefit of the warranty is not transferrable unless provided in writing from the company and the warranty will not cover any damage sustained by misuse by the customer or third party.

2. Certain elements of the building will be bought in and such circumstances the company cannot provide a warranty other than that provided by the manufacturer or supplier of that material.
3. The company warrants the installation of the building for one year.
4. The company warrants Plumbing works for three months (in accordance with normal plumbing practices)
5. The company warrants Electrical work for twelve months (provided by our accredited Subcontractors) – bulbs are not included in the warranty.

6. No warranties as outlined above or at all will be given by the company if the Customer does not pay in full the contract price as agreed

The Customer Warranties

1. The customer warrants that there is or will be by the date of installation a proper supply of services as agreed in the survey (primarily power and water).
2. All necessary planning permissions, building regulations, rights of way and any other third-party consents that may be required to fulfil the project.

16. SEVERABILITY

If any provision or part of provision of this agreement is found by any Court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal such provision shall be severed and the other provisions will remain in force and effect as if the agreement has been executed with such invalid, illegal or unenforceable provision eliminated.

17. FORCE MAJEURE

The company shall not be liable to the customer for any delay in or failure to perform its obligations under this agreement if such delay or failure results from a force majeure event notwithstanding the foregoing the business shall use all reasonable endeavours to continue to perform its obligations under the agreement if the company is unable to perform its obligations under the agreement as a result of a force majeure for a period in excess of 6 months commencing on a date of the notice provided in accordance with clause 17 the customer may terminate the agreement by notice in writing with immediate effect if the company becomes aware of circumstances of force majeure which gives rise to or which are likely to give rise to any such failure or delay on its part it shall notify the customer as soon as reasonably possible and shall estimate the period such failure shall continue.

18. CONTRACTS(Rights of third parties) Act 1999

A person who is not a party to the agreement shall not have any rights under or in connection with it by virtue of the contracts rights of third parties Act 1999.

19. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, undertakings, arrangements, or understandings or statement of any nature made by the parties, whether oral or written, with respect to such subject matter. The customer acknowledges that it has not relied on any statements, warranties or representations given or made by any other party under or in relation to this agreement, save those

expressly set out in the agreement. Nothing in this clause 19 is intended to limit to exclude either party's liability for fraudulent Misrepresentation.

20. RIGHT OF SET-OFF

The customer shall pay off all the amounts due under the agreement in full, without and deductions or withholding except by law and the customer shall not be entitled to assert any credit, set-off or counterclaim against the company in order to justify withholding payments of any such amount in whole or part. The company may be at any time, without limiting any other rights or remedies that may have, set off any amount owing to it by the customer against the amount payable by the company to the customer.

21. WAIVER

Waiver of any right or remedy under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by party to exercise any right or remedy provided under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy no single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any right or remedy.