



TERMS AND CONDITIONS OF SUPPLY

The wording below states the terms and conditions on which The Garden Escape Limited is prepared to provide certain building and related services to you.

We would particularly draw your attention to the limitations on liability set out in clause 13.

1. The meaning of some words used in these terms and conditions

'we', 'us' or 'our'	is a reference to TG Escapes Limited (Reg. No. 5128031) whose trading address, registered address and address for service under these terms is Unit A Dutton Road Aldermans Green Industrial Estate Coventry West Midlands CV2 2LE;
'you' or 'your'	is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
'Completion'	means the date on which we notify you in writing that installation of the Goods have reached a stage of completeness so that there are no apparent deficiencies or defects and so that there no incomplete works the condition of completion of which would prevent normal reasonable occupation and use and the Goods have been left in a clean and tidy condition. For the avoidance of doubt installation shall not be considered incomplete by reason of minor defects which can be remedied without interference with or interruption of the use of the Goods as set out above.
'Goods'	Means all and any manufactured goods, components, timber and accessories supplied to you by us as set out in the quotation.
'Materials'	means any materials, goods, parts or items we need to buy necessarily in order to perform the Services;
'Premises'	means the place where we will provide the Services; and
'Services'	means the design of the structure, the manufacture and/or fabrication of any Goods and the building, installation, fitting, and other services we will provide at the Premises. The precise Services we will be providing to you are stated in the quotation and the Survey.

2. Entering into a legally binding contract

- 2.1. A contract between you and us comes into being and legally binding on the date that
- 2.2. you sign the hard copy of the quotation or you sign the quotation electronically via the BT eSignature service. We suggest that before you sign the quotation or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- 2.3. You should keep a copy of these terms and conditions for your records.

3. Standard of providing the Services

- 3.1. Once we and you have entered into a legally binding contract we will normally start providing the Services to you at the Premises using the Materials on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
- 3.2. The building and allied trades services that we normally provide are divided into a number of distinct stages:
 - 3.2.1. prior to our provision of the quotation visit your Premises;
 - 3.2.2. on receipt of your deposit (paid under clause 8.2.1) we will commence the manufacture and/or fabrication of the materials necessary to perform the Services;

- 3.2.3. we carry out the building, installation and other related work; and
- 3.2.4. we clean up after the work we have carried out.
- 3.3. We will provide you with the Services:
 - 3.3.1. using reasonable care and skill;
 - 3.3.2. that comply with commonly accepted building practices;
 - 3.3.3. in compliance with the building laws and regulations in force at the time we carry out the Services.

4. Days and times when we normally provide the Services and performance of Services away from the Premises

- 4.1. Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than 8.00 am and finish work no later than 6.00 pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.
- 4.2. The performance of some of the Services may take place away from the Premises. For example, we may be able only to carry out some of the activities in performing the Services other than at your Premises or when you are present.

5. Timing

5.1. Our responsibility to perform the Services by particular dates and times

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- 5.1.1.1. we will start performing the Services by a specified date or time; or
- 5.1.1.2. we will complete the performance of all the Services by any specified date or time; or
- 5.1.1.3. the performance of any individual part of the Services will be completed by a specified date or time.

5.2. What can happen if we cannot start performing the Services or complete performing the Services

If we do not start or do not complete performing the Services within a reasonable time you may either choose either to continue to wait until we can start performing the Services or completing performing them or you can cancel the contract as follows:

- 5.2.1.1. **Cancellation where we have started to perform the services:** If we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials we have used or purchased or manufactured to your specification as part of the Services. If you have made payment(s) to us in excess of the amount of Services we have performed and/or Materials we have purchased, we will return the difference to you within 7 days of cancellation.
- 5.2.1.2. **Cancellation where we have not started to perform the services:** If we have not started performing the Services we will not ask you to pay us anything (and will refund any deposit or other sums you have paid to us within 7 days of cancellation).
- 5.2.2. What is reasonable period of time depends on the type of Services we will be performing, and the length of time they will take to perform. For example, if the Services are expected to take only a few hours to perform (and are of an emergency nature), then if we fail to start performing the Services within 4 hours then you may have the right to cancel. But if the Services are due to take several weeks to perform, then if we fail to start to perform the Services after a couple of weeks when we are due to or we do not perform the Services during a couple of weeks when we were due to, then in such circumstances you may cancel the contract if you wish.

5.3. Situations or events outside our reasonable control

- 5.3.1. In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.
- 5.3.2. The following are examples of events or situations which are not within in our reasonable control:
 - 5.3.2.1. where weather conditions make it impossible or unsafe for us to perform any of the Services;
 - 5.3.2.2. if Materials that are ordered are not delivered on the date or time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier);
 - 5.3.2.3. where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);
 - 5.3.2.4. where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);

- 5.3.2.5. where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
 - 5.3.2.6. where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services;
 - 5.3.2.7. for other some unforeseen or unavoidable event or situation which is beyond our control.
- 5.3.3. If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
- 5.3.3.1. continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
 - 5.3.3.2. allowing you cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.

6. Things you will need to do or should do

- 6.1. You should remove any items (you are able to remove) from the areas in the Premises where we will be performing the Services by the date or time when we are due to start performing the Services.
- 6.2. You will allow us to gain access to the Premises at the dates and times we and you agree when we will perform the Services.
- 6.3. Unless we have agreed otherwise in writing, you will obtain all necessary consents, permissions and approvals before we start performing the Services. For example,
 - 6.3.1. if the Services we are to perform require planning permission, you will have obtained that permission (and have the appropriate documentation available for our inspection if we wish to look at it) before we start the Services; and/or
 - 6.3.2. if you are a tenant, you will have obtained the permission or consent of your landlord and you will have the permission or consent in writing.
- 6.4. During the all the times we are providing the Services you will:
 - 6.4.1. allow us access to a water supply;
 - 6.4.2. allow us to use electricity from normal 220/240 volt 3-pin sockets;
 - 6.4.3. allow us to leave our tools and Materials at the Premises at times when we are not performing the Services;
 - 6.4.4. provide us with means to access and leave the Premises;
 - 6.4.5. allow us to use your toilet and washing facilities; and
 - 6.4.6. provide a parking permit (for a visitor) throughout the time we are providing the Services (if required or imposed by a local or other authority).

7. Some restrictions and assumptions

- 7.1. We will only be responsible for any measurements we make or provide.
- 7.2. We do not provide structural surveys or offer or provide opinions or advice on structural or other building related matters. If you need such survey, advice etc please consult a chartered or other professionally qualified surveyor.
- 7.3. If we have agreed in writing to provide Services which involve acting as your agent in relation to any planning and/or building regulations we provide such Services as administrative assistance only and we will only submit a planning application for you if you have identified a planning requirement for the Premises.
- 7.4. We do not provide opinions or advice on matters relating to any legal restrictions placed over the title to the Premises. If you need such legal advice please consult qualified conveyancer or a solicitor.
- 7.5. We will assume that all information, measurements and facts (including any information relating to the planning and/or building regulations, licences, consents or other permissions necessary to allow the performance of the Services) that you provide are accurate and true.

8. Price and payment

8.1. Our charges based on an estimate

- 8.1.1. If we provide a quotation then we will charge you the amount stated in the estimate rather than a charge based on the time taken in performing the Services. Note: we only provide estimates and not quotations or binding indications of how much we will charge. Estimates are normally valid for a period of 90 days from the date they are given.

- 8.1.2. As we provide an estimate there can be times when we may need to charge you a higher amount than stated in the estimate. This can occur for a number of reasons, in particular where:
 - 8.1.2.1. what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before started performing the Services and as stated in the estimate; or
 - 8.1.2.2. when we start performing the Services it becomes apparent that the amount of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Service and which we could not reasonably foresee this before we started performing the Services.
- 8.1.3. Where the amount of work involved is greater than that stated in an quotation (as set out in paragraph 8.1.2) then
 - we will not continue performing the Services and we will seek your approval to the extra amount that you will need to pay, unless:
 - 8.1.3.1. it is not possible to contact you within a reasonable time; or
 - 8.1.3.2. it is not safe not to carry out and finish performing the Services (for example, your goods or premises may be left in a dangerous condition or unprotected from theft if the Services are not completed.

8.2. When payment is required

- 8.2.1. **Services:** Payment for our Services shall be as follows:
 - 8.2.1.1. a deposit of 25% when you and we enter into the contract;
 - 8.2.1.2. a further payment of 70% within 2 days of the build/installation commencement date as notified to you in writing by us; and
 - 8.2.1.3. final payment of 5% on or within 7 days of the date of Completion as notified to you in writing by us.
- 8.2.2. **Materials:** Unless we advise otherwise in our estimate, if we need to buy Materials in order to perform the Services then we require you to pay for them at the time(s) you make payment for the Services as set out above.

8.3. VAT

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force at time of invoice.

8.4. Late payment

You need to pay any amounts due on the dates set out in clause 8.2.1. If you fail to pay any amount due to us at the time it is due then we may:

- 8.4.1.1. charge you interest (at Barclays Bank Plc's base interest rate plus 3% on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of our invoice or when we asked you first to pay them; and/or
- 8.4.1.2. if the amounts not paid represent more than 10% of the total value (or the estimated total value) of the Services we are to perform for you, then we may suspend performing the Services until you make payment.

8.5. Refusal of payment

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

9. Materials

- 9.1. Where we purchase Materials we suggest that you examine them as soon as you reasonably can after delivery and/or installation.
- 9.2. Some materials, when they are manufactured or made, have inherent imperfections or variations. We will not in breach of our obligations to provide you with goods which are of satisfactory quality, or comply with any description or that are fit for their purpose where there is an inherent imperfection or variation caused by or due their making or manufacture or construction.
- 9.3. Any Materials we purchase or use (ie if we have an existing stock of the Material, such as, for example, nails or screws) will be new, and of satisfactory quality and fit for the purpose of being used in general building work.
- 9.4. If specified in the quotation or as agreed by you and us we will purchase materials and goods for use in providing the Services and they will come within paragraph 9.3.
- 9.5. Until we receive full payment for the Materials we shall own the Materials.

- 9.6. If you wish to supply any materials or goods, then we will not be liable as regards whether they are of satisfactory quality or fit for the purpose to which they are to be used.
- 9.7. If you have any particular or special purpose(s) for, or for the use of, the Materials please let us know before we start using the Materials. Preferably you should let us know about these purpose(s) in writing.
- 9.8. If the amount of Materials we use is less than the amount we specified (or you and we agreed that we would supply), on completion of the Services we will leave the excess Materials at the Premises. If you wish us to remove these excess Materials please let us know. We will need at least 5 working days before the date of the completion of the Services if we are to remove them.
- 9.9. We will not charge you for any time spent in obtaining Materials if we have brought or ordered the wrong Materials.

10. Deviations from what we have agreed to do for you

In limited circumstances we will need to provide different or no Services to you. This will be usually where the following occurs:

- 10.1. an issue or problem becomes apparent or is revealed when we start performing the Services which we could not have reasonably foreseen at the time we provided the estimate or survey and means that it is not safe for us to continue working; or
- 10.2. we are instructed or informed that the Services we are performing are not in accordance with statutory or regulatory requirements or are in breach of planning consents or environmental or conservation requirements.

11. Cancellation by you

- 11.1. Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.
- 11.2. If we agree to cancel then you will be responsible for the cost of:
 - 11.2.1. any of our time in performing the Services up to the date we stop providing the Services;
 - 11.2.2. any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- 11.3. In the circumstances stated in clause 11.2 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
- 11.4. If you:
 - 11.4.1. purport to cancel the contract; or
 - 11.4.2. give notice purporting to cancel; or
 - 11.4.3. otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

we do not have to accept your cancellation except as provided in clause 11.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

12. Guarantee

- 12.1. If we are not the manufacturer of the Goods, we shall endeavour to transfer to you the benefit of any warranty or guarantee given to us by the relevant manufacturer.
- 12.2. Any Goods which are manufactured by us are guaranteed for:
 - 12.2.1. 12 months from the date of Completion against faulty materials or workmanship; and
 - 12.2.2. 10 years from the date of Completion against structural defects that occur in the floor, walls or roof of a building manufactured by us.
- 12.3. The guarantee set out in clause 12.2 above does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.
- 12.4. Subject to clause 12.2 and 12.3 above, if any of the Goods manufactured by us do not conform with guarantees in clause 12.2 we shall at our option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata contract rate provided that, you notify us in writing of your claim under the guarantee within the time period set out in clause 12.2 above giving details of the named of the problem leading to the claim.

- 12.5. If we comply with clause 12.4 we shall have no further liability in relation to the guarantee in clause 12.2 in respect of such Goods.
- 12.6. Where we have agreed in writing to provide the Services set out in clause 7.3 then we offer no guarantee or warranty in relation to the provision of such Services or any issues arising from the provision of such Services.

13. Limitation and Exclusion of Liability

- 13.1. Where we cause damage to the Premises which results from the negligent performance of the Services then we will carry out such work as is necessary to rectify the damage.
- 13.2. Where the damage is caused by the performance of the Services and where the damage is an unavoidable part of performing the Services, then we will either rectify the damage or offer a sum by way of compensation.
- 13.3. If we are required to provide Services which involve working with, adding to, changing, or installing, goods or installations then we expect that goods or installations in place at the Premises will be in good working order or in good condition. We will not be liable or responsible for damage to such installations caused during the performance of our Services, except where any damage is the result of the negligent performance of the Services.
- 13.4. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance of the information, measurements and facts provided by you under clause 7.5.
- 13.5. You shall indemnify us against any and all loss, damage or costs sustained or incurred by us arising out of our reliance on such information, measurements or facts provided by you under clause 7.5.
- 13.6. We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to:
- 13.6.1. your own fault;
 - 13.6.2. a third party unconnected with the provision of Services under this contract; or
 - 13.6.3. events which we could not have foreseen or forestalled even if we had taken all reasonable care or performed the Services with all reasonable care.

14. Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

- 14.1. we need to do so in order to comply with changes in the law or regulatory reasons; or
- 14.2. we are changing the rates we charge for the provision of Services as set out in clause 9;
- 14.3. we need correct any errors or omissions (and the right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 30 days' notice (unless the contract is terminated before that period).

15. Sub-contracting

We may sub-contract or delegate some or all of the performance of the Services but we will still continue to be responsible for the performance of the Services and our obligations under this contract.

16. Contacting each other

If you wish to us send any notice or letter then it needs to be sent to Unit A Dutton Road Aldermans Green Industrial Estate Coventry CV2 2LE or sent by email to info@thegardenescape.co.uk (confirmed by first class mail) and should be marked for the attention of the Managing Director. If we wish to send you a letter or notice we will use the address you have given in the quotation or the email address which you have provided to us for such purpose (confirmed by first class mail).

17. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

18. Enforceability

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

19. Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.