

Where we have agreed to carry out electrical work, the contract price has been calculated on the basis that the new wiring will be connected either to an existing circuit at the nearest point to the Living Space or to the existing mains fuse board. Unless expressly specified, no allowance will have been made to replace the mains fuse board or to ensure the existing electrical works in the property complies with regulations. Any additional work to bring the existing electrical installation up to the required standards will either be charged, or the new wiring will be left unconnected to enable the customer to complete the electrical connection. The Company accepts no liability for such work when the work is performed by the customer or a third party.

13. The business will use reasonable endeavours to honour any installation date given but cannot be held liable for any losses suffered as a result of any delay that has resulted from factors that are outside the reasonable control of the business. Such factors include (but are not limited to) material shortages / delays, adverse weather or traffic conditions, mechanical breakdown, or previous contracts over-running for reasons that could not reasonably have been foreseen. If the Company is unable to meet an installation date, it shall give the Purchaser as much notice as possible and arrange an alternative convenient date. If the Purchaser is unable to meet the installation date, then it is the Purchaser's Responsibility to inform the Company in writing and provide an alternative installation date. The business will then agree to store the manufactured products free of charge up to a maximum of six weeks. Thereafter the Purchaser agrees to pay the Company for the following additional storages until installation is commenced.

- A) Sealed window units: £5 per unit, per week
- B) Door units: £10 per unit, per week.
- C) Garage Doors: £25 per door per week.
- D) Conservatory/Orangery Extensions: £50 per set, per week.

14. If the specified works are not commenced within the period quoted to the Purchaser, the Purchaser may serve written notice on the business requiring that the works be completed within a reasonable period, being in any event not less than 6 weeks, as the Purchaser may specify ("the Completion Notice"). If the work is not completed within that extended period, the Purchaser may cancel the Contract by serving written notice of cancellation on the business. The business recommends that any notice is sent by Recorded Delivery. Notwithstanding the foregoing,

- (a) the business shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of the business. Where a Completion Notice has been served that Notice shall be automatically extended to take into account any such delays that have occurred and
- (b) the Purchaser shall remain liable to pay for such part of the work that has been completed in cases where the Purchaser cancels the Contract part completed.

15. The Company will use its best endeavours on survey to ensure the technical viability of the proposed works. On installation, the Company may have to revise the type or depth of the foundations required (such as extra depth, raft or piled foundations) for reasons that could not have been reasonably foreseen at point of survey such as: Underground mine workings, underground streams, high water tables. Capped wells, the presence of radon gas, additional requirements of the building inspector, previous underpinning that has been carried out to the property due to subsidence.

In the event that such additional works are required, the Company shall quote a price for them within 7 days of the need for additional works being identified. In the event that the Customer does not accept the revised price, the Contract shall be cancelled, whereupon any damage to the Purchaser's property shall be made good at the Company's expense and the deposit refunded less 10% of the contract value (net of VAT) to cover the costs set out in clause 8

16. The business' written Guarantee will be sent to the Purchaser upon receipt of the balance payable on completion. The business's suppliers provide the following guarantee periods subject to the following exclusions
- 10 years - on sealed glass units.
 - 10 years - PVCU windows and doors, Conservatories, Verandas, Orangeries, Extensions and Porches
 - 10 years - Aluminium powder coated finish of the windows and doors, within Orangeries, Extensions and Porches.
 - 1 years - letter boxes Smart Living Products, mastic sealants, kick bars and surface finish of fire door hardware
 - 1 year - all repair work to brickwork or plastering, and any plumbing or electrical work carried out

This Guarantee does not apply to goods supplied and fitted by the Company which are not listed above such as cat flaps and electrical items, all other glass in doors, adjustment or replacement of window and door handles and hinges, locks, window and door furniture, wooden window boards and all other moving parts, Georgian plant on bars, leaded lights, Decorative Glass or any other film applications (such as Solarroof) that are applied to glass units are covered by the manufactures warranty.

The colour fastness, durability, integrity and delamination of the Composite door surfaces which may deteriorate or fade due to prevailing atmospheric conditions carry the Guarantee of the supplier at the time.

The business undertakes to repair or replace free of charge any product installed by the Company which prove defective as a result of faulty materials or workmanship from the date of installation during the above guarantee periods.

Any repair work carried out or replacement units supplied within these guarantee periods will also be covered by the Guarantee, but only for the remainder of the Guarantee period

The Purchaser's attention is drawn to the instructions found in the 'Operating guide Cleaning and Maintenance instructions' and on the reverse of the Company's Guarantee.

the business accepts no liability in respect of the following:

- (a) Damage due to purchaser, animals, insects, rodents or others, accident, storm, flood, neglect, misuse, faults or premature deterioration which result from the purchaser's failure to comply with any maintenance instructions printed on the reverse of the guarantee or on any relevant manufacturers guarantee
- (b) The failure of the installation to reduce or eliminate condensation
- (c) Damage caused by movement, expansion or contraction of ground or soil, due to underground or mine workings, climatic changes, water content, or tree root activity
- (d) Damage to the product attributable to the failure of foundations or structure when these have not been constructed by the Company
- (e) Discoloration or frost damage to brick work
- (f) Minor defects to plaster work or brick work due to settlement
- (g) Damage or deterioration to the product arising out of normal wear and tear in the home, pollution and the effect of sea or salt water
- (h) The fading or discoloration over time of wooden products due to natural causes
- (i) Damage due to placement of purchasers' own fixings causing failure of sealed units, locks or hinges, or interference with drainage channels
- (j) Damage caused by the incorrect location of blinds, which can result in over-heating of internal trims and subsequent thermal movement or distortion
- (k) Any variation in the colour or shade of any glass or glazing materials (such as roof panels) supplied under this guarantee, where that variation is due to the fact that the relevant manufacturer no longer manufactures the glass or glazing materials in question
- (l) Staining caused by any substance whatsoever
- (m) Our inability to provide parts or furniture that match that supplied where the items in question have become obsolete, in which case the Company shall provide an alternative of at least equivalent quality
- (n) Any external scratches to glass which have not been reported to the Company within 48 hours of the installation date
- (o) Resin exudation or staining around knots in wooden windows and doors.
- (p) Any business losses that the Purchaser suffers in relation to the use of the property at which the installation has been, or is due to be, carried out. For the avoidance of any doubt "business losses" include (but are not limited to) losses such as loss of rental income, professional fee income, loss of bookings and loss of profits. If the purchaser is operating any form of business at or from the installation address, the business recommends that the purchaser takes out their own insurance to cover such losses.

- (q) Any remedial works which may be required to the Living Space, base or foundations as a result of any fault or defect in the Base works, where the business has not built the base (see clauses 25 and 26 below), unless that defect is due to inaccurate information supplied by the Company on its plans
- (r) Damage or deterioration to the product arising out of heat, smoke or fire from a barbecue, patio heater or other such equipment that has been placed, contrary to the Company's recommendations either directly under or in the vicinity of a Living Space veranda installed by the business
- (s) Installations which are not located on the UK mainland (except the Isle of Wight)
- (t) The failure of any existing boiler to cope with any additional radiators that are fitted as part of this product

Any claims should be notified to the Business as soon as possible.

This does not affect the Company's obligation to exercise reasonable care and skill when performing the contract and to use products that are of satisfactory quality and fit for normal purpose.

All repairs will be completed in normal working hours 8.30 am to 5.30pm Monday to Friday excluding Bank Holidays. A request to attend outside of those hours would be chargeable at our prevailing rates. A charge will be made for replacement keys.

17. If the Purchaser sells the Property, the business will on request transfer the unexpired portion of the Guarantee to the new owner provided that the transfer fee of £149.00 is paid. The business reserves the right to make a reasonable increase to the transfer fee on an annual basis. Any request for transfer must be made within one month of completion of the sale to allow the business to advise the new owner of their maintenance obligations. Failing this, the business reserve the right to charge the new owner for an inspection of the installation prior to transferring the Guarantee. A replacement guarantee certificate will be issued by the business on request if the original guarantee certificate is lost or destroyed at a cost of £35

18. The business will remove all surplus materials and debris from site after completion. Unless stated on the front of this agreement, the business is not liable to carry out any decorating work, but shall make good any damage caused during installation to plaster, floors, driveway, rendering or brick work unless unforeseen existing issues resulted in such damage. Where the Company agrees to the repair, it cannot guarantee an exact match to existing internal finishes or tiles. The Company does not undertake to provide specialized finishes such as tyrolene or pebbledash, to provide an exact match where it has to make good any driveway or to remove intact any existing door, any panes of glass or frames from old windows required to be retained by the Purchaser. The business does not undertake to avoid damage to any existing decorations, tiles or floors which is reasonably commensurate with the carrying out of the installation in the usual way. Whilst the Company will endeavour to supply as close a brick match as possible to the existing property, an exact match cannot be guaranteed. The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out but any complaint or claim by the Purchaser for compensation for damage done by the Company must be made in writing to the Company as soon as possible

19. The Company will accept payment of the 1st and 2nd stage payments via bank transfer or cleared funds via cheque or cash

20. The balance is payable on completion of the installation, or on delivery where the Contract is for supply only. Payment shall be made by applying any deposit held against the balance and the remaining balance shall be due by cash, bank transfer or cheque. If payment is not made on the due date in accordance with this clause, the business shall have the right to require payment of interest on the outstanding amount at a rate of 4% above the base rate of Barclays Bank PLC accruing on a daily basis from the due date until date of actual payment.

21. Where a Purchaser is arranging finance for the product the business reserves the right to defer commencement of manufacture until the purchaser has produced a copy of a written Offer from the Building Society, Finance House, Bank or another lender.

22. By signing this agreement, the Purchaser confirms that he is the owner of the property at which the installation is to take place and that he has complete authority to enter into this agreement. The Purchaser will also be asked to confirm this on survey. The business is only prepared to contract with the Purchaser on this basis. The business reserves the right to carry out checks to verify ownership of the property. If the Company discovers that the Purchaser is in breach of this clause, the Company may in its absolute discretion:

- (a) Cancel this agreement, in which case the Purchaser shall be liable to the Company for all costs incurred to date;
- (b) Continue with the agreement provided that the Purchaser makes such stage payments as are reasonable taking into account the costs that have been or will be incurred by the business in performing the contract.

23. The contract price set out overleaf is inclusive of VAT at the prevailing rate as at the date of this contract (if applicable) unless the contract is noted as being VAT exempt on the front of this document. Any variation in the applicable rate of VAT or, where no VAT is shown overleaf as chargeable, any imposition of VAT after the date of the Contract overleaf will be passed to the Purchaser.

24. Where the Purchaser has chosen to build the base and foundations:

- (a) The Purchaser shall contract direct with such builder as the Purchaser may choose and it is the Purchaser's responsibility to satisfy himself that the chosen builder is competent to carry out the required works;
- (b) It is the Purchaser's responsibility to ensure that the base and foundations are sufficient for the proposed Living Space and in particular that they have been built to Building Regulation and NHBC standards. The Company shall provide the Purchaser or their builder a base plan detailing the necessary dimensions to construct a suitable base. The Company will not provide recommendations as to the construction specifications, depth or type of foundations required, as these are matters for the Purchaser to decide in conjunction with his builder having regard to any site conditions that may exist.

25. Where the Company is asked to supply install a Living Space on an existing base, it is recommended that the Purchaser obtains his own advice about the suitability of this. The Company's obligations at survey are limited to measuring the base for the purposes of its installation and carrying out a visual inspection of the base to look for obvious signs of damage or defect. In the absence of this, the Company shall be entitled to assume without carrying out any further enquiries that the base and foundations are sufficient for that purpose.

26. The Purchaser agrees to ensure that the base (where it is being provided in accordance with clause 25 or 26 above) is ready within 12 weeks of survey or receipt of all necessary third-party approvals, whichever is later. If the base is not ready within that time, the business reserves the right to request a further stage payment of up to 90% of the contract price (less any payments already made by the Purchaser) to cover costs.

27. Where the purchaser does not hold a valid email address, £15 will be added to the contract price. This charge will cover costs incurred for printing and posting contractual information to the customer.

SUPPLY ONLY CONTRACTS

The business above guarantee applies to Products which have been supplied and installed by the business. When the purchaser or a third party installs the product the guarantee under this contract is limited to the Product only. Should the Product become defective as a result of faulty materials and require a replacement component, our responsibility is limited to supplying the replacement component only. This means that the business takes no responsibility for installation work performed by the customer or a third party. As such all visits to the Purchaser's property either during or after the installation will be chargeable whatever the reason

TERMS AND CONDITIONS

1. This document is intended to contain all the terms upon which the Purchaser agrees to purchase the products described overleaf from the Owen Conservatories Ltd / Eco Garden Rooms (the business) Any additional term, condition or verbal agreement should be written down for the purpose of clarity and signed by the Purchaser and our Representative

2. The Purchaser shall grant our Representatives unrestricted access to the premises at all reasonable times for the purposes of taking measurements and (if necessary) carrying out sub-soil investigations, of carrying out the works forming the subject of the Contract and for any subsequent remedial work if required. In some cases the business may need to site skips, ladders, Scaffolds or vehicles on the premises in order to complete its contractual obligations. The Purchaser agrees at no cost to the Company to provide such electricity, gas, water or other services to enable the business to complete the installation and, if necessary, any remedial works. In the event of access being required to neighboring land it is the Purchaser's responsibility to ensure that access is granted and the business shall not be held liable for any delays arising out of the Purchaser's inability to gain such access. In the event that sub-soil investigations are necessary, these will entail the drilling of a number of holes, taking samples and back filling the holes.

3. As soon as practicable and in any event within 14 days of the date of this Agreement the business will arrange an appointment for detailed measurements of the proposed works to be taken by a Representative of the business ("the Survey") so that the business may satisfy itself of:
- (a) The technical viability of the works;
 - (b) compliance with current laws and regulations;
 - (c) the applicability to the contract of The Party Walls Act.
 - (d) the appropriateness of the price specified overleaf.

The Survey will be carried out at the earliest opportunity and not later than 21 days after the date of this Agreement. The Purchaser agrees by signing this contract that should the business's surveyor be unable to confirm that asbestos is not present in the vicinity of the proposed installation, he may remove a sample for analysis. Where a sample is taken, the business obligation to make good is limited to sealing any area that has been disturbed in such manner as the business may reasonably deem appropriate.

The time limits provided in this clause are subject to access being provided by the customer in accordance with clause 2 of the Agreement.

4. The Business agrees to supply the products at the price specified in the Agreement subject to the Surveyor's approval of the feasibility of the works, the site conditions and correctness of the price. As a result of the findings of the survey, the business may need to carry out additional enquiries and further site investigations to determine the viability of the contract. In those circumstances the business shall send written notification to the Purchaser within 14 days of survey advising that the Contract is suspended for a period of 28 days from the date of that letter ("the Suspension Period").

In the event of any modification to the works being required due to the Survey, within the Suspension Period the business shall either cancel the Contract or send written notification to the Purchaser of any modification required to the works and the price. In the event of any modification to the price being required due to the Survey that does not require additional enquiries as set out above, within 14 days of the survey the business shall either cancel the Contract or send the Purchaser a written notice explaining the reason for any modification required to the price. For example, The reason may be due to additional building work such as new lintels, legal requirements or the discovery of asbestos related materials within the vicinity which were not identified at the time of the original viewing of the property

If the Purchaser does not accept any proposed modifications within 14 days of their notification, the contract shall be cancelled.

Thereafter the business reserves the right to cancel the Contract only in the event of unsatisfactory credit reference(s) being obtained in respect of the Purchaser or in accordance with clauses 7 or 15.

5. The business is supplying "made to measure goods" under the contract and so the Purchaser does not have a statutory right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges Regulations 2011. We adhere to the Code of Good Practice of the GGF and other contractual rights to cancel the contract in accordance with the notice of Cancellation rights set out below. The business reserves the right to cancel the contract for any reason within 7 days of this contract being signed. If the Contract is cancelled in accordance with the Purchaser's cancellation rights or clause 4 (subject to the charges set out at clause 15) of the agreement any deposit paid shall be returned to the Purchaser in full.

6. If the deposit is not repaid in accordance with, clause 5, it shall be held against any charges arising under clauses 8 or 9 where they apply, or in partial settlement against the balance payable on completion of the contract under Clause 20.

- 7.a) The business will not, unless otherwise agreed in writing, make any application for Planning Permission, **Whatever** Board approval or Building Regulations Consent on behalf of the Purchaser. The business will also not make any application for Listed Building Consent and/or Conservation area consent the Purchaser must gain these consents and notify the business at point of survey that the premises are either a listed building, within a conservation area as defined by statute, or subject to any other form of restriction that may prevent the execution of the proposed works.
- (b) If the Purchaser fails to inform the business that the premises are a listed building, within a conservation area or subject to any other form of restriction as outlined above the business shall be entitled to assume without any further enquiry that either they are not or that the Purchaser has obtained any relevant consent or approval for the carrying out of the works and shall be under no liability whatsoever in the event of any enforcement or other action by the local authority or any other person or body.
 - (c) Whilst the business shall advise the Purchaser of the applicability of The Party Walls Act where appropriate, the purchaser is responsible for ensuring that the necessary consents are obtained and for any costs incurred in complying with the Act. If the Purchaser's unable or unwilling to obtain those consents, then the contract shall be cancelled.
 - (d) If any approval (whether for Listed Building Consent, Planning Permission, Building Regulation Consent, Water Board Approval or otherwise) can only be obtained by revising the works specified overleaf the Company will quote a revised price to the Purchaser, and, in the event that such revised price is not accepted by the Purchaser within 7 days of the quotation thereof the business will cancel the contract by written notice to the Purchaser.
 - (e) If any approval is not forthcoming the business will cancel the contract.

8. If the contract is cancelled, in accordance with Clause 7, the business will retain 10% of the contract value (net of VAT) up to a maximum of £1,500 from the deposit to cover works done and services rendered, including the costs of applying for any relevant approvals.

9. If the Purchaser cancels the contract otherwise than in accordance with these terms and conditions the business reserves the right to charge the following which represents the losses and expenses incurred by the business prior to cancellation
- (a) 25% of the total contract price where the Purchaser cancels prior to commencement of the survey
 - (b) 30% of the total contract price where the Purchaser cancels after commencement of the survey but prior to commencement of manufacture.
 - (c) 80% of the total contract price where the Purchaser cancels after the commencement of manufacture.

10. Representatives and Showroom samples and photographs are used to demonstrate a typical unit and its composition. No guarantee is given that the units supplied will conform precisely with the samples. Measurements made by the business's sales representatives are approximate and used only for the purposes of calculating the price specified overleaf. The Company reserves the right to make minor non-aesthetic alterations to the specification of the products described overleaf.

11. All glass used is the best available, but the business accepts no liability in respect of glass breakages that are due to the fault or neglect of the customer or a third party. Glass manufacturers Will not guarantee against minor imperfections or shade variations (such as those that are set out within the GGF Visual Quality of Double-Glazing Guidelines) and consequently the business will not be liable for any such imperfections or variation. The Company uses low emissivity (low-e) glass that complies with current building regulations. This has a surface coating, which may under certain lighting conditions appear as a tint or as a haze. Due to the policy of continuous improvement of glass manufacturers and their need to comply with regulations that are from time to time in force, the business does not undertake that the colour or shade of the glass supplied will match that of glass supplied under previous contracts.

12. Unless otherwise agreed in writing the business will not undertake the re-siting of any gas, electrical, wiring or plumbing or telephone installations. Suitable arrangements should be made by the Purchaser for any such works to be carried out prior to commencement of the works required under this Contract. It is the Purchaser's responsibility to ensure that all areas of work and access to those areas are completely clear and unobstructed to allow unhindered commencement and progress of the works. Due to current electrical regulations if the existing electrical installation at the premises does not meet the required standards to enable the connection of any new electrical works, it will be the customer's responsibility and cost to upgrade the existing electrical installation to comply with the required standards.

NOTICE OF THE RIGHT TO CANCEL

The Purchaser has the right to cancel this agreement with Owen Conservatories Ltd if he/she wishes and that right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to owenconservatories@gmail.com at any time within the period of 7 days starting with the day of receipt of this notice in writing of the right to cancel the agreement. Notice of cancellation is deemed to be served as soon as it is posted or sent or, in the case of electronic mail, on the day it is sent. The Purchaser may be required to pay for goods and services supplied if performance of the contract has begun with the purchaser's written agreement before the end of the cancellation period. The Purchaser may use the cancellation form below if he wishes.

If the Purchaser wishes to cancel this agreement, he / she can just do so in writing and deliver personally or send (which may be by electronic mail) this to the address provided. The Purchaser may use this form if he wishes but does not have to. If cancelling by e-mail please include your name, full address with postcode including job reference.

Complete and return this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

To: owenconservatories@gmail.com

I/We* hereby give notice that I/ we* wish to cancel this agreement as detailed over and in attached paperwork

*Please delete as appropriate

Signed _____

Date _____

Name _____

Address _____