

BUILDING DEPARTMENT TERMS AND CONDITIONS

OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Construction Schedule:** the schedule of the Works which We give to you which identifies the approximate dates we will carry out the Works;
- (b) **Event Outside Our Control:** is defined in clause 12.2;
- (c) **Existing Property:** the structural and other elements of your property including the walls, roof and foundations and the services and service media at your property including pipes, drains, electric cabling existing before we commence the Works;
- (d) **Order:** Your order for the Works;
- (e) **Practical Completion:** is the point at which We hand over the Works to you as being structurally sound, secure, watertight and with all elements installed but with the exclusion of any minor snagging that does not affect final finishing of the Works and final painting of the Works;
- (f) **Site:** the premises at which the Works are to be performed;
- (g) **Standing Charges:** the costs and expenses We incur whilst We are unable to progress the Works for reasons for which you are responsible;
- (h) **Terms:** the terms and conditions set out in this document;
- (i) **We/Our/Us:** Vale Garden Houses Limited.
- (j) **Works:** the goods, materials and services which we are carrying out for you as set out in the Order.
- (k) **Works Specification:** any specification for the Works, including any relevant plans and drawings that are agreed in writing by you and Us;

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We carry out the Works for you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for the Works. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Works, We will inform you of this in writing and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order or We contact you to tell you that We are able to provide you with the Works, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.

2.5 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

3. YOUR RESPONSIBILITIES

3.1 We will carry out a detailed visual survey of your property before we provide to you a quotation for the Works. The presence of damp, adverse ground conditions, wells, drains, services and existing structural features and defects may not be revealed by our survey and may require Us to carry out extra works for example remediation works, additional works to foundations or drainage. We will inform you about any extra works and give you a quotation for those extra works as soon as we are able to. You will be responsible to pay us for the extra Works.

3.2 We will advise you if it is necessary to instruct a structural engineer, piling contractor or other third party. You will be responsible to employ the services of any structural engineer, piling contractor or other third party unless we have agreed with you in writing that We will employ such third party and their fee is included in our quotation and the Order, or We have given to you a quotation for their fee in addition to the contract and Order.

3.3 Unless we have agreed to carry out the work within our contract and Order with you, you are responsible to make sure that all electrics, gas, water and heating services are made safe by you or your contractor before We start our Works on Site. If you do not make sure that electrics, gas, water and heating services are safe it may be necessary for Us to carry out extra works to make safe. We will inform you about any extra works and give you a quotation for those extra works as soon as we are able to. You will be responsible to pay us for the extra Works.

3.4 You must ensure that your contractors works are completed so that We may carry out our Works in accordance with the Construction Schedule which We will give to you prior to commencement of Our Works on site. We will not be responsible for any delay to the Construction Schedule which arises due to delay by your contractors or their materials. You will be responsible to pay any Standing Charges.

3.5 You are responsible to ensure that all materials and fittings ordered by you for the works, or where we have ordered on your behalf for the Works, are available to Us on the dates set out in the Construction Schedule and they are free from defects and suitable for Us to use in the Works. We will not be responsible for any delay to the Construction Schedule which arises due to delay in the supply or quality of materials and fittings which you have ordered, or we have ordered for you. You will be responsible to pay any Standing Charges.

3.6 You are responsible to cover ponds and pools and move trees, plants, garden furniture, statues and ornaments to allow us to carry out Our Works. If We are asked to cover or move these on your behalf, We will not be liable for any replanting, cleaning or damage caused.

3.7 You are responsible to remove and/or disable lightening protection to the Site if this is necessary for Us to carry out Our Works. We will not be responsible for damage caused by the removal and /or disabling of the lightening protection.

3.8 You must ensure that the Site is cleared of debris and left in a clean and tidy state for us to start our Works. We will remove our debris and leave the Site clean and tidy on completion of Our Works. We have allowed in our quotation and the Order for skip hire and/or grab lorries as necessary. You are responsible to ensure that these facilities are not used by you or your contractors. You will be responsible for any charges for additional facilities which We hire where the facilities have been used by you or your contractors.

3.9 To comply with health and safety requirements when We install a conservatory or orangery We must reduce the ground level extending a maximum of 1500mm from the perimeter wall and lay a compacted hard-core base, where it is possible to do so. You will be responsible to pay for any work you wish Us to carry out to reinstate garden or lawn areas. Where it is not possible, you will be required to provide

- an alternative work platform or We will quote for this work as additional to the contract and Order if required.
- 3.10 We will inform you of the access way which We will use to carry out Our works. You are responsible to ensure that We have access to the Site to carry out Our Works.
- 3.11 You are responsible to move furniture, antiques, light fittings, bed linens, curtains, carpets and floor coverings. If you ask Us to move or protect items on your behalf, we will not be liable for any damage or cleaning.
- 3.12 You are responsible to insure the Site and your contents at the Site.
- 3.13 You, or an authorised representative must be available throughout the contract Works to allow access to complete the Works and making sure the property is secure at the end of each working day. We will not accept keyholder responsibility, nor accept responsibility for any security breaches to our Works, temporary boarding, or any other related issue that may be caused by your own contractors or any third party.
- 3.14 Due to the way that certain suppliers of goods and plant operate, you, or an authorised representative may be required during the contract Works, to provide access and accept/sign for deliveries on site together with off hire/collection notes.
- 3.15 Whilst We take reasonable steps to secure Our Works where your contractors are on Site you are responsible for any damage to Our Works caused by the actions or omissions of your contractors.
- 3.16 You are responsible for the actions and omissions of your contractors on site and to project and manage Your contractors unless We have agreed with you in writing that We will act as project manager and Our fee for this service is included in Our quotation and the Order.
- 3.17 You must pay all planning application and building regulation fees. You are responsible to obtain Final Building Control inspection and Final certificate unless we have agreed with you in writing that We will carry out project management services.
- 3.18 If We are acting as project managers and you are employing your own electrical contractor or contractors providing other products and services that affect Building Control sign off, it is your responsibility to ensure that your contractors comply with building control requirements and provide any relevant certification or similar to the building inspector as required for final sign off.
- 3.19 Whilst We will provide a plan and apply for all build over agreements you are responsible to obtain all party wall agreements, , access agreements and parking permits and spaces, and any other consents and approvals with neighbours or local neighbourhood, from materials to access requirements for operatives and deliveries to allow us to carry out Our Works. We will not be responsible for any delay to the Construction Schedule which arises due to delay in you reaching party wall agreements, access agreements and parking permits and spaces. You will be responsible to pay any Standing Charges.
- 3.20 We will supply temporary toilet and washroom facilities for Our tradesmen to use on Site unless We have agreed with you in writing that Our tradesmen will use your toilet and washroom facilities. We will not be responsible for wear and tear to your toilet facilities by Our tradesmen's use.
- 4. CHANGES TO ORDER OR TERMS**
- 4.1 We may revise these Terms from time to time to reflect the following circumstances:
- 4.1.1 Changes in relevant laws and regulatory requirements;
- 4.1.2 Changes to the Works dictated by Local Authority permissions;
- 4.1.3 Changes to the Works dictated by ground conditions at the Site whenever We shall become aware of the ground conditions.
- 4.1.4 Changes to the works dictated by the adverse condition of the Existing Property whenever We shall become aware of the adverse condition of the Existing Property.
- 4.2 If We have to revise these Terms under clause 4.1, We will give you at least 7 days written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 13.
- 4.3 You may make a change to the Order for the Works within 14 days calendar days of placing an Order but no later than 14 days before the start date for the Works by contacting Us in writing. Where this means a change in the total price of the Works, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 13 in these circumstances.
- 4.4 Unless we have agreed otherwise with you, We shall be responsible to ensure that all relevant listing, planning, building, local regulations and environmental permissions, consents and approvals are obtained and complied with prior to commencement of full working drawings and building works by Us.
- 4.5 In the event of a refusal of permission, consent or approval, the Initial Fee will be refunded however We are entitled to make additional charges for any extra work involved in progressing the application not covered by the Initial Fee that you have paid. The additional charges include time spent by Us (as recorded on our timesheets), expenses incurred by Us (supported by receipts) and on-charges of third parties engaged by us (with your consent) to support your application all calculated at our prevailing rates.
- 4.6 If an application for Planning Permission or Listed Building Consent is withdrawn for whatever reason, We are entitled to make an additional charge for the work involved to that date. The additional charges include time spent by Us (as recorded on our timesheets), expenses incurred by Us (supported by receipts) and on-charges of third parties engaged by us (with your consent) to support your application all calculated at our prevailing rates.
- 4.7 If Planning Consent and/or or Listed Building Consent is achieved and the Order is subsequently cancelled by you in accordance with clause 13 We are entitled to charge for the work involved to that date at Our prevailing rate for work of that nature.
- 4.8 It is your responsibility, if necessary, after seeking independent expert advice, to settle boundary lines on or around the Site and you should note that any discrepancies might delay or inhibit the installation of the goods and materials and the carrying out and completion of our services.
- 5. DRAWINGS AND PLANS**
- 5.1 We will be responsible to ensure that working plans, diagrams or drawings are in accordance with generally accepted construction industry practice.
- 5.2 You are responsible for ensuring the correct overall dimensions and design details of the Works comply with your requirements. Our Works Specification and drawings are to be accepted by you by signing them to confirm acceptance. You must inform Us within 7 days (or other time period specified by Us acting reasonably) if the dimensions or details are not acceptable to you. Failure to notify Us within this timescale may cause unnecessary delays to project timelines and delivery schedules given to you by Us.
- 5.3 The Works Specification will be based on the working drawings submitted to you and approved and confirmed in writing by you prior to Us commencing our Works and these supersede all earlier drawings and specifications.
- 5.4 Our concept design drawing / watercolour is a concept guide only. If it includes plant

	pots, steps, landscaping etc. unless We have quoted to include these items they are to provide a visual idea of the finished article only. Where the concept drawing shows elements that are included in our quotation and specification, the concept drawing will be satisfactory for the construction of the building elements. In such cases, We will notify you that no further drawings will be required for the works.		Us for the periods set out below from the point of Practical Completion.
5.5	Where the Works is part of a larger extension or scheme we will require full working drawings to be prepared by an architect employed directly by you. Where this is necessary We will advise you that Our concept drawings or working drawings described in clauses 5.1, 5.2 and 5.3 above are not sufficient to carry out the Works. We will review the drawings prepared by your architect and confirm to you in writing that these drawings are satisfactory for us to carry out our Works. We will take full instructions from the architect and their drawings. We will not be responsible for any delays to the Works due to Our receipt of late drawings from your architect or their failure to provide Us with the correct information We require to order materials and carry out the Works.	8.2	Subject to the conditions set out below and the materials, workmanship and design are guaranteed against major structural defects for a period of 6 years from Practical Completion.
		8.3	Subject to the conditions set out below the following works - thatched roof, flat roofing, piling and specialist surfaces are guaranteed for 1 year from Practical Completion.
		8.4	Subject to the conditions set out below mechanical heating and ventilation and other electrical equipment is guaranteed for 1 year from Practical Completion.
		8.5	This guarantee does not apply to any defect arising from: <ul style="list-style-type: none"> (d) fair wear and tear; (e) wilful damage, abnormal storage or working conditions, accident, failure for properly maintain, negligence by you or by any third party; (f) if you fail to operate or use the goods in accordance with the user instructions; (g) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and (h) any specification provided by you. (i) Our use of reclaimed materials at your request. Due to the nature of the materials We cannot guarantee the quality of the materials chosen by you. (j) Problems arising from mining subsidence, fracking, or sinkholes. (k) Damage to plaster work, screeds, or floor finishes etc and which affect drying out times, the Construction Schedule and quality of finish arising by reason of your failure to take action following Our advice to you given orally and/or in writing regarding heating and ventilation and all aftercare information.
5.6	The Site must be prepared in readiness to allow Our operatives to work in a safe manner and in accordance with current Health & Safety legislation applicable to work in the UK and local legislation applicable to work outside the UK. We will notify you if this is included within our quotation and forms part of this contract.		
5.7	Where it is not included in our quotation/specification, it is important that you comply with this clause 5.7. In the event that the Site does not allow Us to comply with appropriate regulations, We reserve the right to withdraw from Site and make an appropriate charge for abortive or additional labour charges and expenses including travel, which We incur as a result of the delay. Any additional work undertaken by Us in preparation of the Site ready for commencement of the Works will be charged for by Us at Our prevailing rate for works of that nature.		
6.	GOODS		
6.1	You own the goods we are supplying to you as part of the Works once We have received payment in full.		
6.2	Please note that all bricks and stone products are costed on a PC sum only at this stage	8.6	No guarantee is given, whatsoever as to fitness for purpose for goods or parts of goods not manufactured by Us. Goods or parts of goods not manufactured by Us are supplied with a manufacturers guarantee. For details, please refer to the manufacturers guarantee which is available on request.
6.3	Where planning and/or conservation approval is required for bricks and/or stone, We will make every effort to provide a match to the existing property and samples will be supplied to the local planning/conservation officer and/or to you where appropriate for written approval prior to ordering. Once planning and/or conservation approval has been given We will give to you a firm price for the brick/stone before We purchase the materials. If following purchase and delivery you require any changes to the product purchased, We will make an additional charge for the stock return of the product, delivery and sourcing of a replacement product. You should be aware that there is a national shortage of both new and reclaimed bricks throughout the UK, any changes in product at short notice will create a lengthy delay in the scheduled completion of your building project, the Construction Schedule and subsequent conservatory installation. You will be responsible to pay any Standing Charges.	8.7	This guarantee is in addition to your legal rights in relation to the services not carried out with reasonable skill and care, or if the materials and goods We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
7	IF THE WORKS ARE FAULTY	9	PROVIDING WORKS
7.1	As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials and goods We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.	9.1	We will supply the Works to you from the date set out in the Order or the date agreed between Us in writing until the estimated completion date set out in the Order.
7.2	In the unlikely event that there is any defect with the Works: <ul style="list-style-type: none"> (a) please contact Us and tell Us as soon as reasonably possible; (b) please give Us a reasonable opportunity to repair or fix any defect; and (c) We will use every effort to repair or fix the defect as soon as reasonably practicable and, you will not have to pay for Us to repair or fix a defect with the Works under this clause 7.2 	9.2	We will make every effort to complete the Works on time and in accordance with the Construction Schedule. However, there may be delays due to an Event Outside Our Control. See clause 12 for Our responsibilities when an Event Outside Our Control happens.
		9.3	We will need certain information from you that is necessary for Us to provide the Works for example, paint colours, electrical finishes, lighting positions, floor finish and grouts. We will contact you in writing about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, OR We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Works under this clause 9.3 you do not have to pay for the Works while they are suspended, but this does not affect your obligation to pay any invoices We have already sent you.
		9.4	If you change your mind over finishes, positions or product selected once it has been chosen and installed, We reserve the right to charge you for the additional and original products and any labour required (at the prevailing rate) to install any replacement products.
8	GUARANTEE	9.5	We may have to suspend the Works if We have to deal with technical problems, or to make improvements agreed between you and Us in
8.1	Subject to the conditions set out below, the Works are guaranteed against any defect in materials, design or workmanship carried out by		

	writing to the Works. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Works while they are suspended under this clause 9.5 but this does not affect your obligation to pay for any invoices We have already sent you.	11	OUR LIABILITY TO YOU
9.6	If we have to suspend the Works due to an Events Outside Our Control or problems arising from unforeseen circumstances, We will not be responsible for delays to your own other contractors or works or costs incurred on Site.	11.1	If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.
9.5	If you do not pay Us for the Works when you are supposed to as set out in clause 10.3, We may suspend the Works with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 10.8). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 10.7.	11.2	We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us. However, We are not responsible for damage where a risk has been identified and responsibility for the repairs are put to you prior to work commencing and you agree to take the relevant risk. Nor are We responsible for the cost of making good, or repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.
9.6	We will own the copyright, design right and all other intellectual property rights in the Works and any drafts, drawings or illustrations We make in connection with the Works for you.	11.3	We will provide the goods and services described in our final quotation which may not include steps and terracing etc. Where this has not been asked for, we will make good the ground around the building works only in readiness for landscaping by others, and subject always to clause 11.7 (a) we will not be liable for any personal injury caused whilst steps are not in place.
10	PRICE AND PAYMENT	11.4	During the excavation and demolition stages, we will make safe as necessary and where possible erect appropriate health and safety warnings. Whilst We advise you to keep away from the Works (particularly children and animals), subject always to clause 11.7 (a) We will not be responsible for any accident or injury that may occur.
10.1	The price of the Works will be set out in the quotation at the time you place your Order.	11.5	We only supply the Works for domestic and private use. You agree not to use the Works for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
10.2	These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.	11.6	If you ask Us to quote and carry out any additional work to the contract and Order, We will endeavour to accommodate your requirements but this cannot be guaranteed due to the nature of Our works, labour available and other projects in Our schedule.
10.3	We will invoice you for the Works as follows: <ul style="list-style-type: none"> ◆ Fixed sum on confirmation of Order (the Initial Fee). ◆ The balance to be paid: <ul style="list-style-type: none"> ➢ 40% 7 days prior to Our commencement on Site. ➢ 40% on completion of sufficient building works necessary to accept delivery of conservatory. ➢ 20% on Practical Completion. ◆ Final painting will be invoiced in stage payments or on completion of the work. 	11.7	We do not exclude or limit in any way Our liability for: <ul style="list-style-type: none"> (l) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; (m) fraud or fraudulent misrepresentation; (n) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (o) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and (p) defective products under the Consumer Protection Act 1987.
10.4	Any additional works that may be required to complete this contract, either due to unforeseen circumstances or Building Control requirements, will be quoted for separately, or notified to you in writing, and will be invoiced in stage payments or on completion of the work. Any extra works requested by you will be quoted for separately and additional invoices will be raised in stage payments or on completion of the work.	12	EVENTS OUTSIDE OUR CONTROL
10.5	We shall submit to you an invoice for each stage instalment of the project, together with any supporting documents (if any) that are reasonably necessary to check the invoice.	12.1	We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
10.6	You must make payment for the Works according to the stage payments requested, by cheque, credit or debit card, or bank transfer. You must pay each invoice in cleared monies within 7 calendar days of the date of invoice. We make an additional charge for credit card use. Please note that Credit Card issuers apply an administration charge per transaction, which is variable depending on the specific card issuer/card type. We will not apply the credit card issuer's transaction fee on confirmation/reservation payments up to £3,000. For subsequent payments, credit card issuers transaction fees will apply.	12.2	An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
10.7	If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Lloyds TSB Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.	12.3	If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms: <ul style="list-style-type: none"> (q) We will contact you as soon as reasonably possible to notify you; and (r) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control
10.8	However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 10.7 will not apply for the period of the dispute.		

affects Our performance of the Works to you, We will restart the Works as soon as reasonably possible after the Event Outside Our Control is over.

12.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Works. Please see your cancellation rights under clause 13. We will only cancel the contract if the Event Outside Our Control continues for longer than 8 weeks in accordance with Our cancellation rights in clause 14.

13 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

13.1 Before We begin to provide the Works, you have the following rights to cancel an Order for the Works, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 4.1 to your material disadvantage:

- (s) you may cancel any Order for the Works within 14 calendar days of placing an Order or at any time before the start date for the building works by contacting Us. We will confirm your cancellation in writing to you;
- (t) if you cancel an Order under clause 13.1 (a) and you have made any payment in advance for Works that have not been provided to you We will refund these amounts;
- (u) however, if you cancel an Order for the Works under clause 13.1 (a) and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us;
- (v) unfortunately, if you cancel an Order for the Works under clause 13.1 (a) and We have already despatched goods and materials to you, We will not be able to cancel your Order until it is delivered. In this case, if you return the goods and materials to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the goods and materials back to Us. This will not affect your refund for the goods and materials themselves, if the supplier will accept return of goods less a restocking fee, but we will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you.

13.2 Once We have begun to provide the Services to you, you may cancel the contract for the Works with immediate effect by giving Us written notice if:

- (w) We break this contract in any material way and We do not correct or fix the situation within 14 days of you asking Us to in writing;
- (x) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (y) We change these Terms under clause 4.1 to your material disadvantage;
- (z) We are affected by an Event Outside Our Control.

14 OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

14.1 We may have to cancel an Order before the start date for the Works due to an Event Outside Our Control or the unavailability of stock or (in the case of services) key personnel or key materials without which We cannot provide the services. If this happens:

- (aa) We will promptly contact you to let you know;
- (bb) if you have made any payment in advance for the Works that have not been provided to you, We will refund these amounts to you;
- (cc) where We have already started work on your Order for the Works, We will not charge you anything and you will not have to make any payment to Us.

14.2 Once We have begun to provide the Works to you, We may cancel the contract for the Works at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in

advance for the Works that have not been provided to you, We will refund these amounts to you.

14.3 We may cancel the contract for the Works at any time with immediate effect by giving you written notice if:

- (dd) you do not pay Us when you are supposed to as set out in clause 10.3. This does not affect Our right to charge you interest under clause 10.7; or
- (ee) you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing.

15 INFORMATION ABOUT US AND HOW TO CONTACT US

15.1 We are a company registered in England and Wales. Our company registration number is 2896406 and Our registered office is at Belton Park, Londonthorpe Road, Grantham, Lincolnshire NG31 9SJ. Our registered VAT number is GB 610 746 560

15.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning our Head Office 01476 564433.

15.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the Contract), You can send this to Us by e-mail (C.Brooks@valegardenhouses.com), by hand, or post to Building Department, Vale Garden Houses Limited at Belton Park, Londonthorpe Road, Grantham, Lincolnshire NG31 9SJ. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

16 HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 We will use the personal information you provide to Us to:

- (ff) provide the Works;
- (gg) process your payment for such Works; and
- (hh) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

16.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

16.3 We will not give your personal data to any other third party.

17 OTHER IMPORTANT TERMS

17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

17.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

17.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

17.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.