

**VALE GARDEN HOUSES LIMITED TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES TO BUSINESSES AND CONSUMER**

REF: NAME / REF NO / DATE

**1. DEFINITIONS**

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

**Base Rate:** the official dealing rate of the Bank of England current at the date that a payment is due under the Contract;

**Business Day:** a day other than Saturdays Sundays or Public Holidays;

**Contract:** the Contract between Us and You for the supply of Goods and/or Services in accordance with these Terms;

**Event Outside Our Control:** is defined in clause 15;

**Fee:** the price for the Goods and/or Services calculated and payable pursuant to clause 10;

**Final Offer:** Your order for the Goods and/or Services as set out overleaf;

**Goods:** the goods that We are selling to You as set out in the Final Offer;

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that are agreed in writing by You and Us;

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**Practical Completion:** is the point at which We hand over the Goods to You as being structurally sound, secure, watertight but with the exclusion of any minor snagging that does not affect final finishing of the Goods and final painting of the Goods;

**Services:** the services that We are providing to You as set out in the Final Offer;

**Site:** the premises to which the Goods are to be delivered and at which the Services are to be performed;

**Supplier Materials:** means all materials, equipment, documents and other property belonging to Us;

**Terms:** the terms and conditions set out in this document;

**We/Our/Us:** Vale Garden Houses Limited registered number 2896406. Registered office Belton Park, Londonthorpe Road Grantham, Lincolnshire NG31 9SJ; and

**You/Your:** the person or firm who purchases the Goods and/or Services from Us.

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

**2. OUR CONTRACT WITH YOU**

- 2.1 This Final Offer is valid for a period of 30 days or such longer periods as may be agreed in writing.
- 2.2 Time is not the essence of the Contract. Project timelines issued at point of Final Offer are provisional only.
- 2.3 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to You.
- 2.4 Please ensure that the details on this Final Offer and in these Terms are complete and accurate, before You sign and submit the Final Offer to Us. 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.
- 2.5 When You sign and submit the Final Offer to Us, this does not mean We have accepted Your order for Goods and/or Services. Our acceptance of the Final Offer will take place as described in clause 2.6. If We are unable to supply You with the Goods and/or Services, We will inform You of this in writing and We will not process the Final Offer.
- 2.6 These Terms will become binding on You and Us when We issue You with a signed acceptance of the Final Offer and You have paid Us the deposit for the Goods and/or Services or We contact You that We are able to provide You with the Services or the Goods at which point the Contract will come into existence. If any of these Terms conflict with any term of the Final Offer signed as accepted by Us, the Final Offer signed by Us will take priority.
- 2.7 We shall assign an order number to the Final Offer and inform You of it when We confirm the Final Offer. Please quote the order number in all subsequent correspondence with Us relating to the Final Offer.
- 2.8 The images of the Goods on Our website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee they accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

**3. CHANGES TO ORDER OR TERMS**

- 3.1 We may revise these Terms and the Fees from time to time in the following circumstances:
  - 3.1.1 Changes in how We accept payment from You;
  - 3.1.2 Changes in relevant laws and regulatory requirements;
  - 3.1.3 Changes to the design dictated by L. A. permissions.
  - 3.1.4 Changes to structural requirements/calculations.
- 3.2 If We have to revise these Terms under clause 3.1, We will give You at least one month's written notice of any changes to these Terms before they take effect.
- 3.3 You may make a change to the Final Offer for Goods and/or Services if We have not begun manufacture of the Goods and/or in Our view it does not have a detrimental effect on Our manufacturing schedule. Where this means a change in the total price of the Goods and/or Services, We will notify You of the amended price in writing and supply You with an amended Final Offer.

**4. COMPLIANCE WITH LAW AND REGULATIONS**

- 4.1 It is Your responsibility 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 manufacture by Us.
- 4.2 We can seek such permissions, consents and approvals at your request. We will charge You a fixed fee of £500 plus VAT (unless otherwise agreed in writing). The charge for seeking the necessary consents is payable by You on receipt of the decision – whether approved or refused.
- 4.3 In the event of a refusal of permission, consent or approval, Your initial deposit 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. 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.
- 4.4 If an application for Planning Permission or Listed Building Consent is withdrawn for whatever reason, We are entitled to make a charge in addition to the fee for any additional 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.
- 4.5 If Planning Consent is achieved and the Final Offer 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.
- 4.6 If We are assisting either You or your appointed agent in the pursuit of any application relating to the Goods, in the event of a refusal, withdrawal or cancellation of the Contract, We reserve the right to charge for the work involved to that date at Our prevailing rate for work of that nature.

- 4.7 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.
- 4.8 It is Your responsibility to establish existing/new party wall agreements at the Site, which may require You seeking independent expert advice.

**5. DRAWINGS AND PLANS**

- 5.1 We will ensure that working plans, diagrams or drawings provided to You are adequate to facilitate the fitting of Goods in accordance with generally accepted construction industry practice.
- 5.2 You are responsible for ensuring the overall dimensions and design details of the Goods comply with Your requirements. Our Goods Specification and drawings are to be accepted by You or Your agent by signing them to confirm acceptance. You must inform Us within 5 Business 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 Goods Specification will be based on the working drawings submitted to You and approved and confirmed in writing by You prior to Us commencing manufacture, and these supersede all earlier drawings and specifications.
- 5.4 If You have asked Us to make any Goods which We agree to make but against Our recommendations and outside Our normal manufacturing parameters, the guarantees in clause 9 do not apply and We only guarantee that on delivery the Goods will be of satisfactory quality.

**6. BUILDING WORKS**

- 6.1 The Contract does not include base/building works. However We will advise You of typical details to which the Site is to be prepared and We will take all reasonable care in doing so. We agree to undertake the Services once the Site has been prepared by or on behalf of You to the dimensions stipulated and specification advised by Us.

6.2 You and Your appointed builder shall enter into a direct contract in respect of these building works, and any changes to typical detail and conditions of contract issued by Your appointed builder shall apply to those works.

6.3 If required to do so, We will offer a quotation and specification for building works as a separate deliverable. Any building works undertaken by Us on the Your behalf shall be subject to a separate contract between Our Building Works Division and You.

## **7. DELIVERY AND INSTALLATION**

7.1 Before We initiate the erection of the Goods, You or your appointed Building Contractor are responsible for ensuring that any new building or brick structure to which the Goods are to be attached has been properly constructed so as to allow the Goods to be erected. You must ensure (if necessary seeking independent advice) that any existing walls to which Our Goods are to be attached is in a proper non-porous state. We will fix appropriate lead flashings or other seals as required however We will not be responsible for any loss or damage caused by an escape of water through Your existing walls, which are in fact porous.

7.2 You must advise Us of any sheathed or unsheathed electrical cabling, plumbing or any other services, which may exist within the structure to which Our Goods are to be attached. We will not be responsible for any damage caused to property or persons due to incomplete notification or non-notification of such services.

7.3 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.

7.4 It is important that You comply with this clause 7. In the event that either the baseworks are not correctly prepared in readiness, or 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 Services will be charged for by Us at Our prevailing rate for works of that nature.

7.5 Delivery dates indicated at the point of confirmation of Your order are estimates only and whilst every effort will be made to ensure the Goods are delivered and installed within these estimates, We are not responsible for loss, damage or expenses suffered by You through delay in delivery or completion outside of these estimated dates. For the avoidance of doubt, time is not the essence of the Contract unless agreed in writing by Us.

7.6 The Goods will remain at our risk until they have been fully constructed on Site to the point of Practical Completion at which point risk passes to You.

7.7 If no one is available at Your address to take delivery or You fail to provide Us with adequate delivery instructions, or any other instructions that are relevant to the supply of the Goods or the delivery and/or its installation, We will leave You a note that the Goods have been returned to Our premises, in which case, please contact Us to rearrange delivery. We reserve the right to charge You for frustrated attempts of delivery, to cover Our vehicle and labour costs.

7.8 If You fail to take delivery of the Goods and We have to store the Goods on Your behalf, We may, at Our discretion, charge You for all related storage costs and expenses, including insurance.

7.9 Where You are acting as a consumer You own the Goods once We have received payment in full.

7.10 Where You are acting as a business and until title to the Goods has passed to You, You shall:

7.10.1 hold the Goods on a fiduciary basis as Our bailee;

7.10.2 store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;

7.10.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.10.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery;

7.10.5 give Us such information relating to the Goods as We may require from time to time;

7.10.6 but You may use the Goods in the ordinary course of Your business.

7.11 If before title to the Goods passes to You, You go into liquidation or a receiver or an administrator is appointed over Your assets or if You are a partnership You are dissolved, or We reasonably believe that any such event is about to happen and notify You accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy We may have, We may at any time require You to deliver up the Goods and, if You fail to do so promptly, enter any of Your premises or of any third party where the Goods are stored in order to recover them.

7.12 Clause 7.10 and clause 7.11 will survive termination of the Contract.

## **8. SUSPENSION – CONSTRUCTION OPERATIONS**

8.1 We may have to suspend the Services if We have to deal with technical problems, or to make alterations agreed between You and Us. We will contact You to let You know in advance where this occurs, unless the problem is urgent or an emergency. You may have to pay for the Services while they are suspended under this clause 8

and this does not affect Your obligation to pay for any invoices We have already sent You.

8.2 If You do not pay Us for the Goods and Services when You are supposed to as set out in clause 10.4, We may suspend the Services until You have paid Us the outstanding amounts (except where You dispute an invoice under clause 10.7). We will contact to give you 7 days' notice of this. This does not affect Our right to charge You interest under clause 10.6.

## **9. SELLER'S GUARANTEE OF GOODS**

9.1 If You are acting as a consumer when purchasing the Goods and/or Services, You have legal rights in relation to Goods that 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.

9.2 Subject to the conditions set out below, the Goods are guaranteed against any defect in materials, design or workmanship carried out by Us for the periods set out below from point of Practical Completion.

9.3 Subject to the conditions set out below the structure of the Goods are guaranteed against major structural defects for a period of 10 years from Practical Completion.

9.4 Subject to the conditions set out below roof glass and side glass is guaranteed for 5 years (excluding encapsulated glass) from Practical Completion.

9.5 Subject to the conditions set out below ironmongery, mechanical ventilation and other electrical equipment is guaranteed for 1 year from Practical Completion.

9.6 In the event of major structural defect in its materials, workmanship or design of the Goods being found in the first 1 year from Practical Completion, We shall carry out the necessary remedial work at Our expense including labour and materials.

9.7 In respect of major structural defects between 13 months and 10 years from Practical Completion, We will be responsible for all materials, but You may be required to pay reasonable costs for travelling, labour and accommodation and any other costs associated with remedial work.

9.8 You must notify Us in writing within 14 days of the alleged defect becoming known to You (and in any event within the warranty periods set out in clauses 9.3, 9.4 and 9.5 and give Us a reasonable opportunity to examine the alleged defect.

9.9 No guarantee, whatsoever as to fitness for purpose are given or implied by Us in relation to the parts of the Goods not manufactured by Us. The parts of the Goods not manufactured by Us come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee which is available on request.

9.10 The guarantees in clause 9.3, clause 9.4 and clause 9.5 only apply if We have received from the You no less than 97.5% of the agreed price for the Goods.

9.11 We will not be liable for any defects arising from failure to maintain the Goods and/or to follow Our recommendations, wear and tear, Your or a third party's wilful damage, negligence or misuse.

9.12 We will not be liable if, after delivery, any alteration or repair is carried out to the Goods without Our prior written approval.

9.13 We reserve the right to make a charge if, following investigation or a Site visit concerning 'Warranty work', it is found that the reported issue is not covered by Our warranty.

9.14 We reserve the right to replace any defective Goods with a suitable alternative if required under the terms of Our warranty.

9.15 We will decide whether to repair the Goods in situ, or to make a replacement delivery of Goods.

9.16 If You are acting as a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials 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.

9.17 This guarantee applies throughout the UK and the EU and for the avoidance of doubt the name and address of the guarantor is Vale Garden Houses Limited, Londonthorpe Road, Grantham, Lincolnshire NG31 9SJ.

## **10. PRICE AND PAYMENT**

10.1 The prices of Goods/Services are fixed (subject to changes in accordance with clause 3) and subject to delivery of the Goods within 12 months after the date of Your Final Offer. Delivery dates outside of this period may incur additional cost to reflect increases in materials, wages and overheads. We will agree any such price changes with You first.

10.2 These prices exclude VAT. Where Goods and/or Services are to be delivered outside the UK the price also excludes all import duties, taxes and other professional fees. All such duties and taxes are payable by You in accordance with UK tax legislation in force at the tax point date.

10.3 The prices for the Goods include delivery costs and installation unless otherwise agreed in writing.

10.4 You must make payment for Goods/Services and/or according to the stage payments requested, by cheque, credit or debit card, or bank transfer. 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.
- 10.5 Your rights to a refund on cancellation are set out in clause 16. We will invoice You for the balance of the Goods/Services on or any time after We have performed the Services. Each invoice will quote the Final Offer number. You must pay each invoice in cleared monies within 7 calendar days at the date of invoice.
- 10.6 If You do not make any payment due to Us by the final 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 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.
- 10.7 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 10.6 will not apply for the period of the dispute.
- 10.8 If You are a business you will pay our invoices without payment deduction, withholding or set-off.
- 11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE WHERE YOU ARE A BUSINESS OR A CONSUMER**
- 11.1 We do not exclude or limit in any way Our liability for:
- 11.1.1 Death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 11.1.2 Fraud or fraudulent misrepresentation;
- 11.1.3 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);
- 11.1.4 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
- 11.1.5 Defective products under the Consumer Protection Act 1987.
- 12. OUR LIABILITY TO YOU WHERE YOU ARE A CONSUMER**
- 12.1 Subject to clause 11, 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 these terms or Our negligence. Loss or damage is foreseeable if they were an obvious consequence of Our breach, or if they were contemplated by You and Us at the time We entered into the Contract. We are not responsible for any loss or damage that is not foreseeable.
- 12.2 Subject to clause 11, if We are installing the Goods and/or providing the Services at Your property, We will make good any damage to Your property caused by Our negligence in the course of installation or performance. 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.
- 12.3 Subject to clause 11, We only supply the Goods and/or Services for domestic and private use except as expressly agreed in writing by Us. You agree not to use the Goods and/or Services 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. Separate exclusions and limitations of liability set out in clause 12.4, clause 12.5 and clause 12.6 apply where We supply Goods or Services for commercial, business or resale purposes.
- OUR LIABILITY TO YOU WHERE YOU ARE A BUSINESS**
- 12.4 We shall under no circumstances whatever be liable to You whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 12.5 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Contract.
- 12.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7 This clause 12 shall survive termination of the Contract.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Us.
- 13.2 You acknowledge that, in respect of any third party Intellectual Property Rights in the Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.
- 13.3 All Supplier Materials are Our exclusive property.
- 13.4 If We design the Goods for You, We will own the Intellectual Property Rights in the Goods and any drafts, drawings or illustrations We make in connection with the Goods for You.
- 14. CONFIDENTIALITY**
- A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 14 shall survive termination of the Contract.
- 15. EVENTS OUTSIDE OUR CONTROL**
- 15.1 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.
- 15.2 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 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, breakdown of plant or machinery, failure of utility service or transport network or default of supplier or subcontractor.
- 15.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 15.3.1 We will contact You as soon as reasonably possible to notify You; and
- 15.3.2 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 affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 15.4 You may cancel the Contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Goods and/or Services. Please see Your cancellation rights under clause 16 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 16.
- 16. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 16.1 You have the following rights to cancel an Order for Goods and Services where You choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3 to Your material disadvantage.
- 16.2 If you cancel an Order for Services 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.
- 16.3 Unfortunately, as the made-to-measure Goods are made to Your requirements, You will not be able to cancel Your Final Offer once the Goods are in manufacture, however this will not affect Your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described.
- 16.4 You may cancel the Contract for Goods and /or Services with immediate effect by giving Us written notice if:
- 16.4.1 We break this Contract in any material way and We do not respond to or attempt rectify a reported problem within 28 days of You asking Us to in writing;
- 16.4.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;
- 16.4.3 We change these Terms under clause 3 to Your material disadvantage;
- 16.4.4 We are affected by an Event Outside Our Control.
- 17. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 17.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, 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. We will promptly contact You if this happens.
- 17.2 If We have to cancel an Order under clause 17.1 and You have made any payment in advance for Services that have not been provided to You, or Goods that have not been delivered to You, We will refund these amounts to You.

- 17.3 Where We have already started work on Your Order for made-to-measure Goods or Services by the time We have to cancel under clause 17.1, We will not charge You anything and You will not have to make any payment to Us.
- 17.4 Once We have begun to provide the Services to You, We may cancel the Contract for the Services at any time by providing You with at least 30 calendar days' notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.
- 17.5 We may cancel the Contract for Goods and/or Services at any time with immediate effect and recover all sums due from You to Us by giving You written notice if:
- 17.5.1 You do not pay Us when You are supposed to as set out in clause 10.4. This does not affect Our right to charge You interest under clause 10.6; or
- 17.5.2 You break the Contract in any other material way and You do not correct or fix the situation within 30 days (unless otherwise agreed) of Us asking You to in writing; or
- 17.5.3 You go into liquidation or a receiver or an administrator is appointed over Your assets or if You are a partnership You are dissolved or You are declared bankrupt; or
- 17.5.4 You fail to disclose prior to placing Your Final Offer, anything that will cause variation or affect suitability to Our quotation for Goods or Services, such as site conditions, drawings or measurements supplied.

## 18. INFORMATION ABOUT US AND HOW TO CONTACT US

- 18.1 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.
- 18.2 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.
- 18.3 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 (g.matthews@valegardenhouses.com), by hand, or post to 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.

## 19. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 19.1 We will use the personal information You provide to Us to:
- 19.1.1 Provide the Goods and/or Services;
- 19.1.2 Process Your payment for such Goods and/or Services; and
- 19.1.3 Inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.
- 19.2 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.
- 19.3 We will not give Your personal data to any other third party.

## 20. OTHER IMPORTANT TERMS

- 20.1 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.
- 20.2 You may transfer the benefit of the guarantee in clause 9 to any purchaser of Your property. You may only transfer Your other rights or Your obligations under these Terms to another person if We agree in writing.
- 20.3 This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of Your property will have the benefit of the guarantee at clause 9 if You transfer it to them, but We and You will not need their consent to cancel or make any changes to these Terms.
- 20.4 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.
- 20.5 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.
- 20.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

## 21. PAYMENT

Our NORMAL stage payment terms, with accepted methods of payment are:-

(SEE FRONT PAGE FOR ANY VARIATIONS EG LOWER DEPOSIT)

- ◆ 15% on confirmation of order, payment by Cheque, BACS, or DEBIT/\*CREDIT CARD – if a planning application is progressing a nominal payment is accepted with the balance to 15% due on approval
- ◆ 15% on working drawings and commencement of manufacture, payment by Cheque, BACS, or DEBIT/\*CREDIT CARD

- ◆ 50% payment prior to delivery of conservatory and commencement of erection by one of the following methods.
  - BACS transfer by the day before delivery
  - DEBIT/\*CREDIT CARD by the day before delivery
  - Cheque to reach our office one week prior to delivery
  - Bankers draft or Building Society Cheque to be handed to our lorry driver on delivery.
- ◆ 17.5% payment on Practical Completion. Payment by Cheque, BACS, or DEBIT/\*CREDIT CARD
- ◆ 2.5% retention due two months following Practical Completion, payment by Cheque, BACS, or DEBIT/\*CREDIT CARD

Please Note: Credit Card issuers apply an Administration Charge per transaction, which is variable depending upon the specific Card Issuer/Card Type. VGH will not apply the Credit Card Issuers transaction fee on confirmation/reservation payments up to £3,000.- for subsequent payments, the card issuers rate will apply. Card payments can be made direct to our Accounts or Sales Office.

Should you wish to pay by BACS our bank details are as follows:-

Account Name - Vale Garden Houses Ltd ,

Lloyds TSB, Grantham, Lincolnshire, England

Account Number - 00608174

Sort Code - 30-93-58

Our IBAN Number is: GB16 LOYD 3093 5800 6081 74

SWIFT/BIC NO LOYDGB211555

- 21.1 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. The invoice and supporting documents (if any) shall specify the sum that We consider will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.
- 21.2 Payment shall be due on the date of Our invoice and the final date for payment shall be due seven days after the date of Our invoice.
- 21.3 No later than five days after payment becomes due, You shall notify Us of the sum that You consider to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 21.4 Unless You have served a notice under clause 21.6, You shall pay Us the sum referred to in the notice under clause 21.4 (or, if You have not served notice under clause 21.4, the sum referred to in the invoice referred to in clause 21.2) (in this clause 21, the notified sum) on or before the final date for payment of each invoice.
- 21.5 Not less than 2 days before the final date for payment (in this clause 21, the prescribed period), You may give Us notice that You intend to pay less than the notified sum (in this clause 21.6, a pay less notice). Any pay less notice shall specify:
- (a) the sum that the payer considers to be due on the date the notice is served; and
- (b) the basis on which that sum is calculated.
- 21.6 If You fail to pay an amount due to Us by the final date for payment under clause 21.3, simple interest shall be added to the unpaid amount from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the annual rate of 3% above the Base Rate. The parties acknowledge that Your liability under this clause is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998
- ## 22. CONSTRUCTION OPERATIONS
- Where the Housing Grants Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 applies to the Services then the following clause 23 shall apply to the Contract.
- ## 23. DISPUTES
- 23.1 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.
- 23.2 Notwithstanding any other provision of the Contract either party may refer a dispute arising under the Contract to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations, which Part shall take effect as if it was incorporated into this clause.
- 23.3 The adjudicator shall be appointed upon the request of either party by the President or Vice President of the Royal Institution of Chartered Surveyors.