

## **Standard Terms and Conditions For Supply of Goods & Services**

### **1. Definitions**

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in Section 12 of the Unfair Contract Terms Act 1977
- 1.2 "Customer" means any person who purchases Goods and Services from the "Supplier"
- 1.3 "Goods" means the items specified on our Company website or any written Quotation provided by the Supplier
- 1.4 "Quotation" means a statement of work, supply of goods or services or other similar document describing the Goods and/or Services to be provided by the Supplier
- 1.5 "Services" means the services specified in the Proposal
- 1.6 "Supplier" means Future Sips Limited of Unit 27 Staunton Court, Ledbury Road, Staunton, GL19 3QS.
- 1.7 "Order" means the contract and agreement between the Supplier and the Customer to purchase the Goods and /or Services at the agreed price.
- 1.8 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier

### **2. General**

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of the Goods and/or Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier
- 2.3 Nothing in the Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer
- 2.5 The Supplier reserves the right to amend these terms and conditions at any time

### **3. The Goods**

- 3.1 The Goods illustrated on Company brochures and websites are intended as a guide only and do not form part of any Order or contract.
- 3.2 The Company reserves the right to alter specifications of the Goods without prior notice and may occur as a result of unreasonable third party costs or shortage of available materials. The Company will always endeavour to inform the Customer should any significant specification changes be necessary.

### **4. Quotations, Estimates and Orders**

- 4.1 The Quotation or Estimate attached to these Terms and Conditions shall remain valid for a period of 30 days
- 4.2 The Customer shall be deemed to have accepted the Quotation or Estimate by placing an Order with the Supplier ("the Order") within the period specified in Clause 4.1. The Customer is responsible for obtaining a copy of these terms and conditions for their reference.
- 4.3 All Orders for Goods and Services shall be deemed to be acceptance of the Quotation or Estimate pursuant to these Terms and Conditions

### **5. Price and Payment**

- 5.1 The price for the Goods and Services is as specified in the Quotation or Estimate, and is subject to VAT and any applicable charges outlined in the Quotation or Estimate.
- 5.2 Payment of the price shall be in the manner as specified in the Quotation or Estimate.
- 5.3 Payment terms will be as specified in the Quotation or Estimate, and stage payments will be required. Acceptance of the Quotation or Estimate constitutes agreement to make the stage payments as specified.

- 5.4 Goods for collection must be paid for in full on the date of collection and before the Goods will be released.
- 5.5 Goods for Delivery must be paid for in full 7 days in advance of the agreed delivery date.
- 5.6 Payments may be made by bank transfer, credit or debit card and as per details on the Invoice and Order Confirmation. Payments by cheque are accepted, however must be made three days in advance of the due dates identified in 5.3, 5.4 and 5.5.

## **6. Delivery & Installation**

- 6.1 The date of the delivery specified by the Supplier is an estimate only. Time for the delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses cause directly or indirectly by any delay in the delivery of the Goods
- 6.2 All risk in the Goods shall pass to the Customer upon delivery

## **7. Title**

- 7.1 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods

## **8. Customer's Obligations**

To enable the Supplier to perform its obligations the Customer shall:

- 8.1 Co-operate with the Supplier
- 8.2 Abide by the Payment Terms as specified.
- 8.3 To report any faults with the Goods immediately to the Supplier.
- 8.4 In the event the Services include any Installation services, provide the Supplier with any information reasonably required by the Supplier
- 8.5 In the event the Services include any Installation services obtain all necessary planning permissions, licences and consents which may be required before the commencement of the Services, the cost and liability for which shall be the sole responsibility of the Customer
- 8.6 In the event the Services include any Installation services ensure the site is cleared and prepared to facilitate the installation of the Goods. Failure to complete the necessary preparations may result in a delay, or in certain circumstances, and cancellation of the installation schedule. A minimum charge of £500 will be levied to the Customer if any of its obligation are not fulfilled and result in a post-ponement to the installation schedule.
- 8.7 In the event the Services include any Installation services provide any necessary parking permits and/or access approvals required to facilitate the installation of the Goods
- 8.8 Comply with such other requirements as may be set out in the Quotation or otherwise agreed between the parties
- 8.9 In the event the Services include any Installation services the Customer must be present on the first day of installation to agree and sign off the proposed location of the garden room or annexe base. Once this position has been confirmed by the Customer it cannot be changed.

## **9. Supplier's Obligations**

- 9.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier
- 9.2 The Supplier shall perform the Services with the reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice
- 9.3 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free from defects
- 9.4 In the event the Services include any Installation services the Supplier shall take reasonable care to avoid damage to plants, grass, trees and shrubs but will not be held for liable for damage caused during the installation process

- 9.5 In the event the Services include any Installation services the Supplier may remove the workforce from site if conditions are considered to be unsafe. The Supplier will discuss with Customer measures to improve safety conditions before work will re-commence.
- 9.6 In the event the Services include any Installation services the site survey carried out by the Supplier prior to the Order is a visual inspection only. The Supplier is not liable for any underground obstruction that might be identified once installation has commenced.
- 9.7 In the event the Services include the supply and installation of an annexe structure which requires foundations to be installed by the Supplier, these will be completed to a depth of 600mm x 400mm wide. Should the approved Building Control require any greater depth or width as a consequence of any ground conditions, any additional works required may incur an additional charge. No additional charges would apply without the Customer consent.
- 9.8 In additions to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 12 months from the date of delivery
- 9.9 The Supplier provides the following Guarantee(s) in relation to the Goods and Services carried out in relation to the supply of an Annexe:
- 9.9.1 Design and Manufacturing faults to the structure of the building – 10 Years
  - 9.9.2 Door and window frames – 10 years
  - 9.9.3 Double glazing internal misting and hinges and locks – 5 years
  - 9.9.4 External decking – 10 years
  - 9.9.5 Plumbing & pipework – 10 years and subject to appropriate Customer winter care (eg frozen pipes)
  - 9.9.6 Guarantee **includes** rot and corrosion and **excludes** storm or malicious damage, and general wear and tear.
- 9.10 Rooms constructed under Permitted Development are only suitable for non-habitable use. Habitable use will render the Guarantee invalid.
- 9.11 The Supplier has no liability in respect of weathering to external cladding and natural discolouring.
- 9.12 The Supplier is not responsible for door adjustments after a period of three months from installation, by which time the room will have settled. The Supplier will provide guidance to the Customer on how to undertake adjustments if these become required after time, or can undertake this service on the customer's behalf however charges will apply.
- 9.13 Where an electrical installation and full connection has been carried out, the Supplier shall provide a Part P certificate to the Customer, once the final balance payment has been received.
- 9.14 The Supplier follows NHBC guidance in respect of plaster finished to walls and ceilings and seeks to minimise the likelihood of cracks. Settlement cracks up to 2mm may occur within the first three months which the Supplier will remedy. The Supplier is not liable to repair any settlement cracks after three months from installation.

## 10. Cancellations and Refunds

- 10.1 Where the Goods are faulty or do not comply with the contract, the Customer must notify the Supplier within 5 days of the delivery and the Customer shall be entitled to replacement goods
- 10.2 The Customer may cancel any Order by notifying the Supplier by email to the Suppliers address immediately after placing an Order.
- 10.3 Payment will be refunded in full providing no additional costs have already been incurred, up to 30 days before the proposed delivery date. Refunds after less than 30 days are at the Supplier's discretion.
- Exclusions apply as follows:
- 10.3.1 Shell & External DIY and Complete Garden Room Kits – refunds subject to Stage of payment schedule and whether any glazing/cladding or other items have been ordered
  - 10.3.2 SIPs Home Extension Kits – costs incurred in accordance with the agreed stage payment schedule for items such as technical drawings and structural engineers costs.
  - 10.3.3 SIPs Home Annexe buildings – costs incurred in accordance with the agreed stage payment schedule for items such as technical drawings and structural engineers costs.
- 10.4 If the customer fails to cancel the order within the time specified in Clause 10.3, any payment

made may not be returnable.

## **11. Limitation of Liability**

- 11.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services
- 11.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 11.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer on respect of any failure to complete the Services by any agreed completion date

## **12. Force Majeure**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply and the party shall be entitled to a reasonable extension of its obligations

## **13. Severance**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such as provision shall be severed and the remainder of the provisions hereof shall continue in full force an effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated

## **14. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts