

# **Conditions of Contract for Construction and Landscape Works regarding Garden Rooms supplied and fitted by London Garden Rooms**

The following terms and conditions shall apply to and are incorporated into the Estimate and shall apply unless expressly modified or excluded in writing and signed by London Garden Rooms. The “Estimate” refers to the agreed estimate at the time of the cleared deposit payment. All deposits are non-refundable. Your deposit not only secures your start date but the deposit amount is immediately paid forward by London Garden Rooms to our suppliers in order to secure our building panels as well as potential doors and windows etc.

## **THESE TERMS**

**1.1** These are the terms and conditions on which we supply products to you, whether these are services and/or materials.

**1.2** These terms shall be deemed to be incorporated into any contract between the Client and London Garden Rooms and shall take precedence over any other terms and conditions (unless identified and agreed in writing by the Client/London Garden Rooms), and any deletion, substitution or amendment to the Conditions shall not take place unless agreed in writing by London Garden Rooms and the Client.

**1.3** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**1.4** Upon payment of an initial deposit or instructing the commencement of works, the client whose name appears on the estimate agrees to the conditions and terms of this contract, unless previously agreed in writing prior to commencement of the works by the client and London Garden Rooms.

**1.5** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

## **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

**2.1** “London Garden Rooms” or “we” or “us” refers to London Landscapes Ltd (trading as London Garden Rooms) a company registered in England and Wales. Our company registration number is **06395190** and our registered office is at 221 High Road, South Woodford, London E18 2PB.

**2.2** “the Client” or “you” refers to the person whose name appears on the estimate document, unless the person is acting on behalf of a Company, in which case “the Client” refers to the Company on behalf of which the person is representing

**2.3** You can contact us by telephoning us on 0208 418 9498 or by writing to us at [info@londongardenrooms.co.uk](mailto:info@londongardenrooms.co.uk) or 221 High Road, South Woodford, London E18 2PB.

**2.4** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

**2.5** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

**3.1** Our acceptance of your order will take place when we provide you with the Estimate. A contract will come into existence between you and us once the first payment is made in accordance with clause 6.

### **4. SCOPE OF THE WORK**

**4.1** If there is any inconsistency between the Specification and the Drawings, the Specification shall prevail.

**4.2** “the Specification” refers to the itemised scope of works outlined within the Estimate and further written correspondence. “The Drawings” refer to any visualisation or model issued to the Client by us.

**4.3** London Garden Rooms shall carry out and complete the construction and relevant landscape works (“the Works”) for the completion of a garden room structure as described in the Estimate in a good and workmanlike manner. Should any inconsistencies be found in the Estimate, these are to be highlighted and a revised price is to be agreed prior to commencement of the Works.

**4.4** London Garden Rooms make every effort to be as accurate as possible however precise measurements indicated on any promotional literature, estimate or specification are subject to reasonable levels of tolerance.

**4.5** London Garden Rooms reserves the right to alter specifications without prior notice. Changes to product specification are rare and reasons for doing so may include, but are not limited to, improving general quality or efficiency of the product, because the material is no longer available to the company or for drastic changes in material costs. The company will always endeavour to inform the customer when any significant specifications are to be amended.

**4.6** All invoices issued by ‘London Garden Rooms’ are to be payable to London Landscapes Limited. The company registration and address are correctly marked on all issued invoices.

### **CONTRACT SUM**

**5.1** The “Contract Sum” shall be in the sum stated within the Estimate and no adjustment shall be made to such except as expressly provided in these conditions.

**5.2** The Estimate shall remain open for acceptance for a period of three months from the date on the Estimate. Upon payment of the deposit payment of 30% of the Contract Sum (subject to our discretion to change this percentage), the Estimate becomes fixed until Completion of Works or the agreed Specification is changed by the Client’s request (subject to clause 5.5). “Completion” shall mean the completion of all essential aspects of the works set out in the Estimate.

**5.3** The Contract Sum shall be treated as a fixed price for a period of three months from the date of the Estimate. Thereafter, the Contract Sum shall be adjusted in accordance with clause 5.4 below.

**5.4** This clause shall apply if as per Clause 5.2 the Specification is changed by the Client’s request and otherwise only after the period specified in clause 5.3 has elapsed. The Contract Sum shall be deemed to have been calculated upon the cost of labour, plant, materials, transportation, taxes, duties and levies of whatsoever kind (but exclusive of VAT), current at date of the Estimate and shall be adjusted to take account of any increase or decrease in the wage rate, hire charges, price of materials, transport charges, statutory taxes, duties and levies and any other costs and charges arising from any cause.

**5.5** Variation of the design, quality or quantity of work required by the Client must be in writing and, if accepted by London Garden Rooms, shall be carried out at a price to be agreed between London Garden Rooms and the Client. Such amounts shall be added to the Contract Sum and London Garden Rooms shall be entitled to include such amounts in any invoices issued to the Client under the provisions of clause 6 below. Site personnel have no authority to act for London Garden Rooms in receiving instructions, accepting variations or agreeing and amendment of these conditions.

**5.6** If the Client requests extra works when the team are on site these works will be charged at a rate of £60 per hour per person plus VAT plus the cost of materials and/or waste removal. This does not cover electrical works and an Estimate will be provided for any additional electrical works requested.

## **6. PAYMENT**

Payment shall be made as follows:

**6.1** 30% of the Contract Sum to be paid in advance as a deposit to secure a start date. The deposit is to be forfeited if the Client cancels part or all of the Works. The second payment of 30% of the Contract Sum will be due once the foundations are in and SIP structure are erected. The third payment of 30% of the Contract Sum will be due once the doors are installed (typically by the time the doors are in plaster boarding, 1<sup>st</sup> fix electrics and the roofing will be complete). The final 10% of the Contract Sum and any extras are to be paid once the Works within the Contract Sum are completed; it is to be paid within 7 days of Completion of the Works.

**6.2** All payments shall become due and shall be made in full without deduction or deferment on account of disputes, cross clauses, discounts in accordance with stage payments/invoices raised as outlines in clause 6.1. Once a deposit is paid London Garden Rooms will give you the client an 'approximate' start date. This date may change due to; staff shortages, illness, weather conditions, road closures and traffic disruptions, material shortages or previous clients adding additional works and changes to their project. The client is not entitled to a refund if there are such delays.

**6.3** Without prejudice to London Garden Rooms' other rights and remedies, if the Client fails to pay as provided in clause 6.1 and 6.2, London Garden Rooms shall be entitled to suspend work 3 days after any written notice to the Client to that effect.

**6.4** A full guarantee of 12 years for the Works will be given on receipt of the full payment.

**6.5** Unless full payment of the Contract Sum and any agreed extras are received, all guarantees and warranties relating to the Works are null and void. This includes all building and electrical certificates.

**6.6** London Garden Rooms will have the right to claim interest on any sums not paid in accordance with Clauses 6.1 and 6.2 at the lesser of:

(a) the rate of 5% per annum above the prevailing base rate of HSBC Bank plc; or

(b) the prevailing statutory interest rate under the Late Payment of Commercial Debts (Interest) Act 1998 and any orders made under it and the Late Payment of Commercial Debts Regulations 2002

and such interest will accrue on a daily basis from the date payment becomes overdue until the Client has made payment of the overdue amount, which must be paid in accordance with Clauses 6.1 and 6.2.

**6.7** Unless expressly stated otherwise, all sums payable under this agreement are in Sterling.

## **7. COMMENCEMENT, COMPLETION, DELAY AND DISRUPTION**

**7.1** The Client shall give full unrestricted possession of the site together with property and adequate access on a date to be agreed by Client and London Garden Rooms ("the Due Date").

**7.2** Notwithstanding clause 7.1, time is not of the essence of this contract and London Garden Rooms shall not be liable for any loss, cost or damage of whatsoever kind arising out of or as a consequence of its failure to perform or complete the work as provided by reason of matters beyond London Garden Rooms' control.

**7.3** If London Garden Rooms is hindered or delayed in the execution or Completion of the Works by matters noted in clause 7.2, London Garden Rooms may reasonably extend the time

for such execution or Completion by such period or periods as in exercise of its absolute discretion it shall deem appropriate.

**7.4** To the extent that disruption and/or delay to the execution and/or Completion of the Works arises as a consequence of some interface, act, omission, default, neglect, instruction or variation of the Client, his servants or agents, or others for whom the Client is or may become responsible, London Garden Rooms shall be entitled to payment of such loss and/or expense as may arise directly or as a consequence thereof and the Contract Sum shall be adjusted accordingly. London Garden Rooms shall be entitled to include such amounts in any invoice or invoices issued to the Client under clause 6.1. Any issued invoices must be paid within 7 days of the date of the invoice.

### **Instillation & the site**

**8.1** You will provide us at your cost, full access to the Site. We will discuss with you, and refer in the Specification to any particular access we will need to the Site. You will ensure that we have access to the Site without interruption, and that such access is kept clear, from 7.00am to 6.00pm for every working day during the period that we have agreed to carry out the Work (**Work Period**)

**8.2** Unless we agree otherwise, you will provide us with, and maintain throughout the Work Period, a clear working area at and for a radius of 10 meters (or less to the extent that such radius is constrained by site boundaries, trees or hard landscaping) around and pedestrian access of at least 90 cm wide and 210 cm high from the road outside the Site, that working area together with the pedestrian access and Site shall constitute the '**Total Work Area**'.

**8.3** Whilst we will take reasonable care not to damage any part of your property when carrying out the Work and/or when passing to and from the Total Work Area, you must take all necessary steps and reasonable steps to cover, protect, or relocate, and we will not be liable for any damage to, any lawns, plants, flowerbeds, decks, patios, drives, paths, garden features, play and leisure equipment, garden furniture or objects, while we are carrying out the Work.

**8.4** Given the Total Work Area is a building site, while we are carrying out the Work you will promptly follow, and ensure any other persons who are in your property from time to time, all reasonable directions that we may give you with respect to the Work Area and entry on it. We will not be responsible for any injury or death to any pet or animal entering the Total Work Area.

**8.5** Neither you nor any person acting on your behalf will enter the Total Work Area and/or touch or tamper with any item, equipment, material (and in particular, any electrical item or equipment), unless our personnel are present and have expressly invited you to do so. All dogs and children are to be kept well away from the work area at all times. Even after the tradesmen have left. This is a dangerous worksite with potentially live electrics and open excavations

**8.6** If there are parking restrictions at the property, then this will be at the Client's expense. Ideally a permit should be supplied by the Client for the duration of the Works. Where pay and display parking is required, we will charge the Client an additional 20% administration charge on top of the hourly rate (plus VAT). For example, if the hourly parking is £1, we will charge £1.20 per hour. We will have one van on site for the duration of the project and at certain times there will be additional vehicles which will also require parking. The additional vehicles may include the electrician, the plumber and an additional team as and when necessary including when heavy materials need to be loaded/removed from site.

**8.7** You hereby indemnify and hold us harmless and will keep us indemnified and held harmless against all Losses incurred by us (including in respect of parking fines, towing penalties or otherwise) as a result of any third party claiming that we do not have Authority to unload and/or store any materials, park, and/or place the skip.

**8.8** If we require a permit for the skip and/or parking bay suspension the cost will be added to your account (costs vary depending on the local authority),

## **MAINTENANCE AFTER COMPLETION**

**9.1** Following Completion of the works the Client shall be responsible for the correct and proper maintenance of both the site and garden room construction. This applies equally to irrigation of installed planting and other soft landscape factors.

**9.2** If London Garden Rooms supply underfloor heating the Client will be made aware that occasional cold spots can and will occur and London Garden Rooms will not be held responsible for this.

**9.3** London garden rooms supply and fit the best quality glass and doors. However during cold months when the interior temperature of the garden room is greater than the temperature outside, condensation can occur on the inside of the doors. The Client will be made aware that regular ventilation of the room will prevent this and London Garden Rooms are not responsible for the condensation occurring, this can also occur if people are staying in the garden room overnight in the room without any ventilation.

**9.4** Drain blockage. Invariably if there is a blockage on the shower, sink, toilet it is the result of a foreign object being put down the toilet (usually a sanitary towel or excess toilet paper). If there is a blockage we can come back to site and investigate and if it is deemed to be a sanitary towel or excess toilet paper we will charge you for the call out and remedial work. In extreme cases the Sani flow may need to be replaced.

## **10. OUR RIGHTS TO END THE CONTRACT**

**10.1** Without prejudice to its other rights and remedies, London Garden Rooms may terminate the contract at any time by writing to the Client if:

**(a)** the Client does not make payment to us in line with clause 6 above, and/or still does not make payment within 7 days of us reminding the Client that payment is due and/or

(b) The Client becomes insolvent or committing any act of bankruptcy or, being a company, making an arrangement with its creditors, or (other than for the purposes of amalgamation or reconstruction) the commencing of winding up proceedings or the appointment of a receiver and/or

c) Failure by the Client to give access to the site under clause 7.1 and/or

d) Suspension of the works in whole or in part, for a period of five days, whether or not consecutive, due to any act, omission or default of the Client or anyone for whom the Client is responsible provided that the contract shall have stated the default alleged in written notice and the Client shall have failed to rectify the default within five days of the date of such notice and provided further that the notice of determination shall not be given unreasonably or vexatiously.

**10.2** Following termination of the contract under clause 9, London Garden Rooms shall be entitled to be paid the value of all work carried out and materials both supplied and not supplied but for which London Garden Rooms is legally obliged to pay and the amount of any loss and/or damage caused to London Garden Rooms as a result of such termination and the Contract Sum shall be adjusted accordingly. London Garden Rooms shall be entitled to include such amounts in any invoices issued to the Client under the provisions of clause 6.

**10.3** London Garden Rooms reserves the right to cancel or postpone any works should unforeseen circumstances arise that affect the company's ability to fulfil an order. In the event that the company cancel the total installation of an order a full refund will be given to the customer, unless it is found that such unforeseen circumstances have been directly caused by the customer.

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**11.1** We do not exclude or limit in any way our liability to you where it would be unlawful to do so, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**11.2** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**11.3** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**11.4** It is the Client's responsibility to obtain all permissions, give all notices and pay all fees required under any Act of Parliament or any regulation or by-law of any local authority or statutory undertaker having any jurisdiction with regard to the Works. We are not liable for any claims, proceedings, loss or expense resulting from the Client's breach of this Clause in whole or in part and the Client shall indemnify London Garden Rooms against any claim, proceedings, loss or expense resulting from the Clients breach of the Clause.

**11.5** We give no warranties or advice in respect of any permissions, notices or fees required under any Act of Parliament or any regulation or by-law of any local authority or statutory undertaker having any jurisdiction with regard to the Works.

**11.6** Your garden room does not come with a building regulations certificate as standard. If you require a building regulations certificate then London Garden Rooms will give you an invoice for this separately.

**11.7** We will not be liable for your failure to maintain components or parts. It is necessary for you to regularly service and maintain your garden room by for example keeping the patio door tracks clear of debris and regularly lubricating the roller system.

**11.8** The garden room is likely to settle over a period of time which may result in cracking to the plaster work. LGR will not be liable for any cracks that develop over time and any remedial work will be charged in addition to our original charges

**11.9** If exercise equipment (for example a punch bag) is added to your garden room, or if the room is used for exercise and equipment including weights, peloton, treadmill and the like, then we cannot be held responsible for any damage caused to the room including; damage to the flooring, cracks to the ceiling or walls and the like.

**11.10** If items are supplied by the client then we cannot take responsibility for any damage caused by them at the time of installation or at a later date. This includes but is not limited to; electrical fittings, TV's, TV brackets, mirrors, paintings, exercise equipment, desks, shelving, storage units, blinds and the like.

## **12. THE SITE**

**12.1** The Client warrants that the site is free of springs, flooding, rock, tree stumps not specified to be removed, mine workings, covered wells or other cavities, running sand, service pipes and cables, sewage or land drain foundations and sub-structures of former buildings or other hazards or obstructions which are not reasonably apparent by visual inspection of the surface of the site or which have not been made known in writing by the Client to London Garden Rooms prior to the date of the Estimate.

**12.2** London Garden Rooms cannot under any circumstances be held responsible if any item listed within clause 11.1 has an immediate, or post works Completion, effect upon the completed works.

**12.3** Without prejudice to his other rights and remedies, if the Client is in breach of the warranty under clause 12.1 London Garden Rooms may proceed with the Works and shall be entitled to reasonable payment for any additional work and/or materials caused by the breach. Such amount shall be added to the Contract Sum. London Garden Rooms shall be entitled to have free access to power and water.



**12.4** Entitled use of W.C - London Garden Rooms will have full access and use of the clients W.C or rent an onsite portable W.C at the Client's cost.

**12.5** If the electrician finds the consumer unit to be unfit for purpose, the Client may be subject to additional charges. We will endeavour to find the most straight forward route for the armoured cable. This will be run from your existing consumer unit (fuse board) out to your garden room. If necessary we will remove skirting boards and/or floorboards and re-fix once we have run the cable. If any further decorating works are necessary then this will be an additional charge.

**12.6** London Garden Rooms will not be liable for any loss or damage caused to any Building or any part of it, by fire, flood, storms, gales or hurricanes, falling trees, tree roots, branches or other objects; ground movement, subsidence or slippage; and/or by animals.

### **13. MATERIALS**

**13.1** Materials supplied by London Garden Rooms shall be at the Clients risk immediately upon delivery to the site.

**13.2** Property in materials or goods supplied by London Garden Rooms will pass to the Client when:

a) The materials or goods which are the subject of this contract are paid in full

b) All other materials which are the subject of any other contract between the Client and London Garden Rooms which at the time payment of the full price of materials supplied under the contract have been delivered but not paid in full, have been paid in full

**13.3** Until full payment has been made by the Client to London Garden Rooms for the correct Estimate amount Contract Sum, all materials and goods shall remain the sole property of London Garden Rooms

**13.4** London Garden Rooms shall have the right of entry onto site for the purpose of retrieving its materials and for any other purpose under clause 12.

**13.5** All turf, plants and trees, seeds, bulbs and the like supplied will be true in name and health when planted subject to any substitutions necessary due to non-availability. London Garden Rooms shall not be responsible for loss after planting from whatsoever cause. Replacement of any of the aforementioned found to be defective during the growing season after planting shall be at the absolute discretion of London Garden Rooms. Replacement will not be considered unless the items have been maintained properly and the Client shall have notified London Garden Rooms in writing as soon as the loss became apparent and London Garden Rooms shall have been afforded the opportunity to inspect.

**13.6** Any grass seed supplied shall have been tested and shall conform to current EEC regulations. The Client acknowledges that sward (Expanse of short grass) cannot be made in one season and several seasons and careful cultivation, weeding and feeding are essential and that no land is free from weeds and that accumulated weed growth and dormant weed seed

cannot be eradicated in full cultivation. When undertaking cultivation of land London Garden Rooms shall have no liability for subsequent weed growth.

Any new turf laid by London Garden Rooms shall be from a reputable supplier and shall be laid in good faith by competent tradespeople. If the turf itself is found to be; affected by frost damage, shrinks, turns brown, dies back, has fungus growth, has weed growth or has any defective qualities that the client is not satisfied with then this is not the responsibility of London Garden Rooms and should be taken up with the lawn/turf supplier for further advice on the subject. The client accepts that plastic mesh webbing can be present in newly laid turf. If the client decides they do not want this webbing then they must inform London Garden Rooms prior to the start of the works.

**13.7** All doors and windows are guaranteed by our window manufacturer for the term set out. This is valid as long as the door tracks, hinges and running gear are kept clean and lubricated. Also, there are no signs the doors or windows have been misused or forcibly opened/closed.

**13.8** Door and Window frame colours may vary slightly even with a RAL colour match. So if we are trying to match your existing house doors and windows we (London Garden Rooms), cannot guarantee it will be a perfect match.

**13.9** Doors, window frames, hinges, handles and levers are not all colour coded as standard. They are supplied with handles, hinges and levers that can be in different colours to the door frames. For example grey doors may have a black handle with metal hinges.

**13.10** The timber materials London Garden Rooms use will be fit for purpose and all timbers used will be pressure-treated where necessary and shall conform to current EEC regulations. London Garden Rooms will not be held responsible for any movement, swelling, shrinkage, splitting of any timber products after Completion of job. However, should any other problem occur any remedial work is solely at the discretion of London Garden Rooms.

**13.11** Composite decking shall be sourced from a reputable supplier as well as all of the deck fixings/clips. London Garden Rooms will not be held responsible for any issues involving; shrinkage, swelling, movement, broken or damaged fixings, split or damaged boards, discolouration etc.

**13.12** London Garden Rooms in conjunction with the roof membrane manufacturer guarantee the EPDM single ply covering for the duration set out. If the EPDM has a skylight or velux installed, has a flue, pipework protruding through the roof or has any items such as PV solar panels resting on top of the EPDM then any warranty is considered null and void. This is if London Garden Rooms or a second party has organised the installation.

**13.13** London Garden rooms are not responsible for any defects or issues to materials supplied by the client. This includes; paving, tiles, sanitary ware, electrical goods, paint, flooring, plants etc.

**13.14** Materials, including but not limited to; doors, flooring, cladding, sanitary ware, electrical items and so forth, are provided by trusted suppliers chosen by London Garden Rooms. If clients choose materials from any other suppliers these materials will not be covered by London Garden Rooms Warranty.

**13.15** All pipe work and cables to the garden room have a one year warranty. We do not cover for cables that have been cut, chewed or damaged by animals.

**13.16** London Garden Rooms will not be held responsible for any damage caused whilst excavating the ground or installing their ground screw foundations. This includes any damage to; existing pipework, drainage, cables, tree roots, irrigation systems.

Please ensure that you have carefully read through all the items that we have given you a cost for in the Estimate and ensure that there is nothing we have missed out. We (London Garden Rooms) have done our very best to remember all of the works that have been discussed. If there are any items that have not been written in our Estimate then please do not assume that these have been allowed for within our costs.

#### **IF THERE IS A PROBLEM WITH THE WORKS**

**14.1** If you have any questions or complaints about the Works, please contact us by telephoning us on 0208 418 9498 or by writing to us at [info@londongardenrooms.co.uk](mailto:info@londongardenrooms.co.uk) or 221 High Road, South Woodford, London E18 2PB.

#### **GOVERNING LAW**

**15.1** This contract shall be construed in accordance with English Law.