

# garden rooms

## TERMS AND CONDITIONS OF CONTRACT

### **1. Definitions in these Conditions**

- 1.1. "The Company" means Garden Rooms Scotland Ltd;
- 1.2. "The Customer" means the person, firm, company or other entity supplied or to be supplied with Goods by the Company;
- 1.3. "Goods" means the goods, materials, services or other items (whether original or substituted) supplied or to be supplied by the company to the Customer pursuant to any contract made under these Conditions;
- 1.4. "The contract" means the contract for the supply of goods, materials, services or other items by the Company to the Customer to which these Conditions apply; and
- 1.5. "Industrial property right" means any patent, trade mark, registered design, copyright or any other right or asset registered or protected under statute or any other regulations thereunder.

### **2. FORMATION OF CONTRACT**

- 2.1. All quotations and orders made or accepted by the Company shall be deemed to incorporate these terms and conditions together with any special conditions stated on or annexed to our quotation. No variation of or addition to, or substitution for, such terms or conditions shall be binding on the Company unless expressly accepted by the Company in writing.
- 2.2. Quotations are made subject to fluctuations in price, whether accruing before or after the acceptance.
- 2.3. The Company reserves the right to withdraw quotations at any time before acceptance and no order shall be deemed accepted by the Company until it has confirmed its acceptance of the order in writing.

### **3. DELIVERY**

- 3.1. When deliveries are made to a site by our own transport or transport delivering on our behalf delivery will only be made on a road suitable in the opinion of the driver.
- 3.2. Time for delivery shall not be of the essence of the contract. Whilst we will do our utmost to keep any stated dispatch or delivery date, we accept no liability for any damage, consequential loss or any expense incurred resulting from delay howsoever the same shall be caused.
- 3.3. The title to goods shall not pass to the Buyer until payment has been made of the full contract price and in case of non-payments the Company shall be entitled to repossess or trace the goods or the proceeds of sale in our hands or in the hands of any Liquidator or Receiver.
- 3.4. The Company reserves the right to repossess any goods sold hereunder to the Buyer in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Company through its servants and agents to enter with or without vehicles upon all and any premises on which goods may be. These rights shall continue to subsist notwithstanding the termination of this contract whether through the happening of any of the events specified in Condition 10.4 or otherwise and without prejudice to any accrued rights of the company hereunder.
- 3.5. Each delivery shall be considered as a separate contract and the failure of any goods in a particular delivery shall not violate the contract as to the remainder.

[www.gardenroomsscotland.com](http://www.gardenroomsscotland.com)

Tel: 01387 830000

Garden Rooms (Scotland) Limited

Brasswell Farm, Annan Road, Dumfries DG1 3JZ

Registered in Scotland SC458491 VAT Registration Number 175 9062 82

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## 4. GUARANTEE AND GENERAL LIABILITIES

4.1. The buildings are guaranteed against manufacturing defects and decay for 10, 5, or 1 year, depending on the specification range. This only applies if the timber has been retreated each year as recommended by the manufacturers of the timber treatment. Timber, being an organic material, is subject to movement due to atmospheric conditions. The company cannot be held responsible for knots, splitting or shrinkage which occurs naturally in timber. Electrical goods are guaranteed for one year.

4.2. Goods are not tested or sold fit for any particular purpose and any term warranty or condition expires or condition express emptied to the contrary is excluded. In no circumstances whatsoever shall the Company's liability (in contract, tort or otherwise) to the Buyer arising out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. Notice of claims arising out of or in connection with this contract must be given in writing to the Company within seven working days from the date when the goods are delivered, failing which all claims shall be deemed to be waived and absolutely barred.

4.3. When the company is asked for advice as to the suitability of any product, such advice will be given to the best of our ability and in good faith but such advice is given only to the express condition that we are exempt from liability for failure in performance.

4.4. We shall not be liable for any consequential loss, injury or damage of any nature whatsoever arising out of this contract or in connection with any goods sold thereunder.

4.5. We cannot be held responsible for storm damage to buildings. This should be covered by your insurance.

## 5. MATERIALS

All materials on the site fixed or unfixed are at the sole risk of the Customer and in the event of any of the same being damaged, destroyed or stolen, the company shall be entitled to full payment thereof. Also for any work damaged, destroyed or lost and the cost of replacing any such materials and of reinstating or restoring any such work shall be charged as extra, provided that the Customer shall not be responsible for any loss occasioned by the negligence of our employees.

## 6. FIRE RISK EXEMPTION

Notwithstanding anything contained in clause 5 hereof the Customer shall be solely responsible for all loss or damage to the contract works arising from fire however caused including unfixed materials on the site for the purpose of carrying out the contract works and shall indemnify the contractor against such loss or damage.

## 7. THIRD PARTY LIABILITY

We shall not be liable for any claim whether brought against the Customer or against us either any statute or at common law by any person arising from any cause other than our negligence or that of our employees and the Customer shall indemnify us against such claim and the cost of any legal proceedings.

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## **8. COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS**

Acceptance of this tender constitutes a warrant and representation by the Customer that he has applicable Statute Order in Council Regulations or Direction By- Law or other lawful requirements or instruction, whether of the Government or of any local or other lawful authority and in particular that he has lawfully obtained necessary license, permit or authority that may be required in connection with the work.

## **9. FORCE MAJEURE**

We shall be entitled to cancel or rescind any contract without liability for any loss or damage resulting therefrom if performance of our obligations under the contract is in any way affected by war, riot, restraint of Government, strike, lockout, dispute with workpeople shortened hours of labour, fire, accident, non-availability of materials, stoppage or interference with transport compliance with Government requirements, or any cause which we had no power to avert.

## **10. CANCELLATION OR SUSPENSION**

10.1. No cancellation, suspension or variation of this contract requested by the Buyer shall be valid unless agreed with us in writing and such agreement will only be given, subject to adequate compensation for expenses incurred in connection with the contract and for the loss of profit.

10.2. In addition to the above compensation, the Company may impose a cancellation charge at its discretion.

10.3. If we are asked to store goods, or if we have to store goods because of the fault of the customer after the goods are ready for dispatch, the customer shall pay storage and all other charges. The storage will be at the customer's risk and will not entitle the customer to postpone payment of any other right vested in the Company.

10.4. If the buyer enters into a Deed of Agreement or compounds with his creditors or if receiving order is made against him or (if a company) an order for winding up is made or a resolution for winding up is passed or if a receiver is appointed or if the Buyer becomes insolvent in the event of any breach of this contract by him, the Company may stop any goods in transit and suspend further deliveries and may determine the contract without prejudice to any existing claim. Nothing in this contract shall prejudice any other right vested in the Company.

## **11. LAW APPLICABLE**

These terms and conditions between the parties shall in all respects be construed and have effect according to Scottish Law.

August 17

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