

# Consumer Terms & Conditions

The “Company” is Smart Offices Limited (Company No. 05709693), whose registered office is at Thurston Park, Church Road, Thurston, Bury St. Edmunds, IP31 3RN.

The “Customer” is the person, firm or Company who purchases the Product from the Company.

The “Product” is the Smart building and/or accessories and/or optional extras specified in the Order.

These terms and conditions govern all contracts entered into by the Company for the supply of sale of goods or services. Any order given to the Company shall be deemed to constitute an agreement to be bound by these terms and conditions. No variations of these terms and conditions shall be of any effect unless agreed by the Company in writing.

## 1. Description of Goods

The Company website, brochure and any elevation drawings serve as a guide only and do not form part of any contract. The Company reserves the right to alter specifications without prior notice. Some timber sizes are nominal and subject to normal variations.

## 2. Orders Process

- a. The Company will formally accept all orders by the issue of an order confirmation.
- b. Once the Customer places an order, an electronic sales order confirmation will be issued and the price stated will remain fixed, unless the order is put on hold for longer than 90 days.
- c. Once the order confirmation and eContract has been issued by the Company to the Customer, any amendments to the specification will only be accepted within 10 days of that date. Any changes made after this date will be subject to the Company’s agreement and the Company will make reasonable charges where costs are incurred.
- d. The Company reserves the right to make any changes in the specification of the Product which do not materially alter its quality or function or where it is necessary to conform to any applicable safety or other statutory requirements.
- e. The Company will endeavour to honour the scheduled delivery/installation date but this is not guaranteed and the Company is not liable for losses, damages, charges or expenses incurred by the Customer as the direct or indirect consequence of any delay in the delivery, installation or completion of an order or of any postponement or delay outside of its control.
- f. Any time frames given to the Customer to suggest the duration of an installation are an estimate only and do not form part of any contract. The Company will not guarantee to complete the installation of a building by any specified date or time.

g. Installation dates can only be deferred with the written agreement of the Company and on the condition that the Customer indemnifies the Company for all costs incurred as a result of the cancellation or deferment including labour, materials, any other charges and expenses.

h. The Customer in receiving delivery and installation of the Smart building shall be bound by these Terms and Conditions.

### 3. Price and Terms of Payment

a. All prices are subject to VAT at the current rate. Once the Customer places an order a Sales Confirmation will be issued.

b. Subject to other provisions in these Terms and Conditions, our payment terms are:

- 1<sup>st</sup> payment - A non-refundable deposit of 25% of the full purchase price is payable on ordering the Product from the Company.
- 2<sup>nd</sup> payment - 45% of the full purchase price is due as cleared funds 3 weeks prior to the agreed installation date.
- 3<sup>rd</sup> payment - 25% is due as cleared funds strictly within 24hours of the start of the installation.
- 5% balance payment on full satisfactory completion

c. Groundwork, installation and electrical connection dates will not be confirmed until the deposit has been received as cleared funds.

d. All outstanding balances may be paid by bank transfer (copy of transaction required) or by debit or credit card, unless other arrangements are made. When paying by debit or credit card, please allow 4 days for funds to clear.

e. 2<sup>nd</sup> payments are due strictly as cleared funds 3 weeks prior to the agreed installation date and 3<sup>rd</sup> payments are due strictly as cleared funds within 24hours of the start of the installation. No delay in payments will be accepted unless agreed prior to the start of the installation, otherwise the Company reserves the right to charge interest (as per 11a) until the full balance is received.

f. The Customer shall make full payments due without any deduction whether by way of set-off, counterclaim or otherwise and no payment shall be deemed to have been received until the Company has received cleared funds.

g. All goods remain the property of the Company until the final balance is paid for in full.

### 4. Local and National Authorities

a. The Customer shall ensure that the installation of the Product does not contravene any planning or other regulation or legislation and the Company accepts no responsibility for the failure of the Customer to comply with such regulations or legislation and the Customer shall indemnify the Company in respect of any failure to do so.

b. The Company will not be liable for any changes the Customer may make to the design, specification or location of a building once a Planning Application has been submitted or approved

## 5. Building Regulations, Planning Permission & Permitted Development Rights

- a. The Company's Product does NOT meet building regulations so should not be used where building regulations are required.
- b. Buildings between 15 square metres and up to 30 square metres that are sited a minimum of 1 metre from all boundaries are not required to comply with building regulations.
- c. Buildings 30 square metres or over must conform to building regulations.
- d. For any buildings that have a toilet and/or a shower fitted post installation, it is the Customer's responsibility to meet the Building Regulation requirements in terms of waste drainage and electrical connection.
- e. In most cases, planning permission is not required, however it is the Customers responsibility to seek clarification from their local planning department.
- f. If it is deemed that the building will require planning permission then the Company can, at the customer's request, manage the application on their behalf.
- g. It is the Customers responsibility to contact their local authority to ascertain if any Permitted Development Right restrictions have been placed on their property (Article 4 Directive).
- h. The Company will not be held liable for any breaches of planning or permitted development rights applicable to the Customers property. This will include not applying for planning when it is required, and any changes the Customer makes to design, specification, or location after the planning permission has been granted.

## 6. Pre-Installation

- a. Where the Customer has opted to carry out any site clearance or install the base, the customer is responsible for seeking approval from the Company no less than 3 weeks prior to commencement of work, to allow for any rectification work, determined by the Company, to be carried out. Should the rectification work not be completed to the required standards and the installation slot has to be rescheduled to a later date, the Customer shall indemnify the Company to the value of £1,500 plus VAT.
- b. If asbestos is found on site, then the Company will not be able to continue to work on site until it has all been removed and a clearance report provided. The Company does not hold a license to handle asbestos.
- c. The Customer is responsible for providing all necessary parking permits, access and permissions in advance of the base and building installation dates. Access to electricity and water is required on site.
- d. It is strongly recommended that any garden landscaping is completed after the building has been installed so as not to cause any incidental damage.

## 7. Delivery and Installation

a. The Customer is responsible for ensuring the correct and full address has been provided and the Product shall be installed by the Company at the address specified in the order confirmation unless otherwise agreed in writing.

b. As detailed in Clause 2, any dates specified by the Company in the order confirmation for any groundworks and the installation of the Product is approximate only and will be confirmed by the Company at least 6 working days prior to commencement of work. These dates shall not be made of the essence by virtue of this confirmation. Where no dates are specified, installation will be within a reasonable time. Subject to the other provisions of these Terms and Conditions the Company will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or in the actual installation of the Product, nor will delay in installation entitle the Customer to claim compensation, terminate or rescind the Agreement. Any liability of the Company for non-delivery of the Product shall be limited to refunding the deposit (if any). The Company cannot be held responsible for postponement or delay outside of its control (for example extreme weather conditions) and will therefore not be liable for any compensation.

c. The Customer must ensure that the site is easily accessible, free from any obstructions or dangers and there is adjacent parking for a 7.5 tonne lorry available at the time of installation unless otherwise agreed.

d. Failure to complete the necessary preparations may result in a delay or, in certain circumstances, cancellation of the installation schedule. The Customer shall therefore indemnify the Company for all additional costs incurred, including lost hours, labour, materials, any other charges and expenses amounting to no less than £1,500 plus VAT.

e. If the Customer postpones or delays work commencing, for any reason, the following penalties will be immediately incurred:

7ei – Within 2 weeks of work commencing: 10% of the total sales price

7eii – Within 1 week of work commencing: 15% of the total sales price

7eiii – Any time after work has commenced: 20% of the total sales price

f. The site survey completed at the time of sale is a visual inspection only and the Company cannot be held liable should any underground obstructions be discovered on commencement of works, or any other undisclosed or unobservable factors that prevent, hinder or delay works whereby liability falls to the customer. This includes, but is not limited to; service pipes, drainage pipes, tree stumps, asbestos and concrete pads.

g. The Company shall use all reasonable endeavours not to cause damage to the Customer's property and accepts limited liability for any damage caused subject to the Company's insurance.

h. The Customer or a nominated person should be present during the whole groundworks and installation process. The Customer or their nominated person will be required to confirm location of the base prior to construction and once this position has been confirmed and the base constructed, the position cannot be changed. The Customer will be required to sign off the position of the base and also the building as detailed in Clause 7i.

i. If in the opinion of the Company the installation site does not comply with any of the requirements set out in Clause 7 c, the Company may in its absolute discretion either defer installation until such time as the Customer has resolved the matter to the Company's reasonable satisfaction or the Company may cancel the Agreement by written notice with immediate effect. The Customer shall indemnify the Company for all costs incurred due to any such deferment or cancellation to the value of £1,500 plus VAT.

j. On completion of the installation the building must be inspected by the Customer or their nominated person with our Senior Installer. At the same time or before our Installation Team leaves the site, the Customer will be given a Completion Satisfaction Note to sign. Should there be any issues with the installation these should be noted on this document prior to signing it. If no notes are made to the contrary, then the job is complete and deemed to have been finished to a satisfactory standard. The keys of the Product will then be handed over.

## 8. Electrical Works

a. Unless it is agreed that the Company will arrange, and is therefore included within the order confirmation, it is the Customer's responsibility to arrange for a qualified electrician to connect the Product to the Customer's electricity supply and the Company excludes all liability in this respect. The Product should be connected and certified by an electrician who is qualified to issue certification to Part P of the building regulations. If the Company provides the name of an electrician to the Customer, it is the Customer's responsibility to satisfy themselves that the electrician is suitably qualified and competent to carry out the work and the Company excludes all liability in this respect.

b. Every effort is made to provide an accurate quotation for electrical works, however the inspection is only visual and is based on the assumption that the Customer's electrics and bonding comply with current building regulations.

c. Where the Company is to complete a connection of an existing cable or of a cable to be supplied by the Customer, It is the Customer's responsibility to ensure that any existing cable is fit for purpose. Quotes given at the point of sale are estimates only and do not act as confirmation of the cable being suitable. The Company cannot be held liable should the cable prove to be unsuitable or inadequate It is also the Customer's responsibility to run the cable from the main fuse board in the house to the garden room site. The Customer must ensure that there is an excess of at least 4 metres to the end of the cable reaching the site. Unless otherwise stated on the Customer's Sales Order, the Company will not complete any of the works to run the cable, this includes clipping the cable to any boundary/wall/fence. Should the Customer request that such work is completed additional charges will apply.

d. The Company reserves the right to refuse to complete electrical work or to apply additional charges where a connection is not possible with the current power source/consumer unit or the required bonding is not in place. The Customer will be informed and quoted prior to any necessary additional works being carried out.

e. A Part P certificate will only be supplied where the Company completes a full external connection of power and will only be supplied to the Customer once the final balance has been paid in full. It is the responsibility of the certified electrician completing the full connection to certify the electrical works.

f. The Company reserves the right to make any changes to electrical product specification or services they deem necessary to ensure safety compliance. The Customer will be made aware of any such requirements and cost implications before the relevant works are carried out.

## 9. Warranty

a. Smart buildings are designed and manufactured with an intended design life of over 25 years but no guarantee or warranty is given to this effect. We do however back this up with a peace-of-mind structural warranty of 10 years as detailed in clause 9b. All Smart buildings are constructed from construction grade materials throughout in our high-quality manufacturing procedures and are installed by Smart trained professionals. In the unlikely event of your Smart building showing a defect in its structural elements within 10 years of installation we'll come and repair it.

b. The Company warrants that the structural elements of the Smart Building will be free from any significant defect in materials or workmanship for a period of 10 years from the date of installation. For the purposes of this clause "structural elements" means the floor, roof and external walls of the Smart building. The internal cladding, windows and door are also covered except for the door furniture which is exempt.

c. In addition, the Company warrants that upon installation the Smart building shall be free from any significant defect in other materials, optional extras, electrical connection or workmanship for a period of 12 months from installation.

d. If the Product does not conform to these warranties the Company will take such steps as it deems necessary to bring the Smart building into a condition where it is free from such defects or at the option of the Company, in extreme circumstances, to remove the Smart building and refund the purchase price of the Smart building.

e. The liability of the Company shall not in any event exceed the total purchase price of the Product and the taking of the steps it deems necessary shall constitute an entire discharge of the Company's liability under this warranty.

f. The Company shall not be liable for damage to the Smart building or any failure in its performance caused by any settlement or subsidence of the installation site unless the settlement or subsidence is due to the proven negligence of the Company during installation.

g. The warranty may be invalidated on buildings that are sited closer than 500mm to surrounding boundaries as this negates the ability to maintain, repair and allow a good air flow around the building. The Company shall not be liable for any costs nor held to any warranty claim in relation to any buildings that cannot be repaired due to its location or accessed due to proximity to the boundary or any other restrictions post installations.

h. Buildings constructed by the Company under 'Permitted Development' should not be used for residential purposes. If used for residential/habitable purposes, then the Warranty is invalid.

i. Warranty excludes normal 'wear and tear' and decorated surfaces.

j. If the Company attends a repair covered under warranty, and subsequently on closer inspection, discovers that the defect is deemed to be the Customers fault for any reason e.g. unsuitable base/site, poor maintenance, post installation enhancements such as toilets, showers or wood burners, use of defective materials supplied by the customer, failure to maintain a clear area around the building or misuse of the product, all costs associated with remedial works will be charged to the Customer.

k. As with any external building, failure to clear gutters and keep air gaps maintained may result in damage to the fabric of the building which will invalidate the warranty.

l. Any repaired or replaced elements will be guaranteed on these terms for the unexpired portion of the warranty period.

m. Warranty **claims** should be made to the main office on discovery of the fault. Failure to report a fault immediately may invalidate your warranty. Once agreed, a maintenance team will be dispatched to remedy the issues free of any charge. The Company will not reimburse payments made to third party repair contractors without prior written consent.

n. If the sale is made to a business, all warranties, conditions, and other terms implied by statute or Common Law (save for conditions implied by Section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from the Agreement. In all other cases, your statutory rights remain unaffected.

o. The Company provides no warranty in relation to any Optional Extras save that it will use all reasonable endeavours to assign the benefit to the Customer of any manufacturer's warranty relating to the Optional Extras capable of assignment.

p. Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

q. The warranty does not extend to issues resulting from incorrect use, misuse, deliberate or malicious damage, or from anything under UK Law that could be deemed as an Act of God. On arrival if we deem the damage to be of this nature the Company reserves the right to make reasonable charges for costs incurred and work carried out.

## 10. Property and Risk

a. The risk in the Product shall pass to the Customer upon handover of the keys to the Product and responsibility for effecting and maintaining insurance cover passes to the Customer at that time. Title in the Product shall not pass to the Customer until the Company has received payment in full in cleared funds of all sums due.

## 11. Failure to Make Payment

a. If a customer fails to make payments as per the terms detailed in 3b, the keys will not be left with the customer once the installation is completed, and any electrical connection arranged, will be postponed. Any additional charges as a result of that postponement, will be passed on to the customer prior to connection and release of keys.

b. If the Customer fails to pay the full payment then without prejudice to its other rights and remedies the Company may charge interest both before and after judgment on the amount unpaid at the rate of 5% per annum above the Barclays Bank Plc base lending rate from time to time compounded monthly until payment is made in full with a part of a month being treated as a full month for the purposes of calculating interest. Notwithstanding this provision, the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

c. Notwithstanding the above, if full payment has not been made, the Agreement may be terminated forthwith by the Company serving not less than 48 hours written notice to the Customer, whereupon the Company shall be entitled to remove the Product and for such purpose the Company shall have an irrevocable licence or authority to enter upon the installation site with such transport as may be necessary to recover the Product.

d. In the event that the Product requires removing, the Customer shall render all reasonable assistance to the Company to dismantle and remove it from the site and enable the Company to disconnect the electricity supply. In these circumstances the Customer is not entitled to any refund of any instalments already paid.

## 12. Enforceability and Severability

a. Any provision of these Terms and Conditions which is held to be illegal, invalid, unenforceable or unreasonable whether in whole or part shall to the extent necessary be deemed severable and the other provisions of these Terms and Conditions shall remain unaffected.

## 13. Amendment

a. These Terms and Conditions shall not be amended, modified or varied except in writing signed by a director of the Company.

## 14. Assignment

a. The Customer shall not be entitled to assign or transfer the benefit of the Agreement or any part of it without the Company's prior written consent.

b. The Company may assign the Agreement or part of it to any person, firm or Company.

## 15. Damages

a. Save as described in these Terms and Conditions the Company shall not be liable to the Customer for any loss or damage whether direct or indirect and howsoever caused. In any event the Company's liability to the Customer in respect of the non-performance of any of the Company's obligations shall be limited to the price of the Product.

## 16. Force Majeure

a. The Company shall not be liable to the Customer or deemed to be in breach of these Terms and Conditions because of any delay or failure to perform any of the Company's obligations if the delay or failure was due to any cause beyond the Company's control. Provided that if the event in question continues for a continuous period in excess of 60 days either party may terminate the Agreement by giving written notice to the other party to terminate the Agreement.



b. Force Majeure events may include, but are not limited to:

16bI - acts of God, flood, drought, earthquake or other natural disaster

16bII – epidemic or pandemic (as defined by the World Health Organisation)

16bIII – terrorist attack, civil war, civil commotion or riots, war, threat of

c. Where the Company cannot fulfil its obligations due to a Force Majeure, the dates provided in the original agreement shall be deferred to a date fixed by agreement between the Company and the Customer (both acting reasonably in all circumstances), subject to clause 'a' above.

d. If the provision of services cannot be started within 60 days of the originally agreed dates, the Customer has the right to terminate the agreement by giving written notice to the other party, with no penalties.

## 17. Cancellation and Termination

a. All of our offices are individually made to a Customer's own specification and so not subject to the cancellation rights as detailed within the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

b. However to allow our Customers time to consider or amend their purchase, the Company does provide a 14 day cooling off period from the date of a Customers acceptance of the quote. Thereafter any Customers wishing to cancel will be liable to pay all reasonable costs incurred up to and including the full agreed price.

c. If the Customer shall go into liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation) or if a petition shall be presented or an order made for an administrator or if a receiver, administrative receiver or manager shall be appointed over any part of the assets or undertaking of the Customer or the Customer being an individual shall become bankrupt or make any arrangement with its creditors, then the Company shall be entitled to immediately recover from the Customer all sums then due and all losses arising to the Company as a result of such circumstances arising, and shall be entitled to give written notice to the Customer to terminate the Agreement.

d. The Company reserves the right to cancel an order at any time, for any reason. In the event of the Company cancelling an order, a full refund will be given to the Customer.

## 18. Notices

- a. Any notices to be given shall be in writing and be deemed to be given if left at the last known address of the Company or the Customer as the case may be or sent to the same by first class post, facsimile or electronic mail and shall be deemed to have been received two working days after dispatch if sent by post or on receipt of a transmission in legible form if by facsimile or on delivery if by hand or electronic mail.

## 19. Waiver

a. No failure or delay on the part of the Company to exercise any right or remedy under these Terms and Conditions shall be construed or operate as a waiver thereof. The rights and remedies provided are cumulative and are not exclusive to any rights or remedies provided by law.

## 20. Governing Law

a. Any claim or dispute arising out of these Terms and Conditions shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.