



Standard Terms of Business

1. Expressions used in your agreement with us

1.1 The definitions and rules of interpretation below will apply in these standard terms of business.

Agreement: the Quotation as replaced by the Specification, plus the terms of any additional work which we have expressly agreed to carry out pursuant to the Terms.

Building: any building or structure that we have agreed to install as part of the Work.

Business Day: a day that is not a Saturday, Sunday or a bank holiday in England or a day which we have previously notified you is a day when we will be closed for our summer or Christmas shutdown.

Losses: all losses, claims, costs, liabilities, fees or expenses.

Quotation: the preliminary quotation sent to you by us giving an initial outline of the Work, preliminary price, payment terms and attaching concept sketches.

Site: the location where we have agreed to carry out the Work and/or install any Building.

Specification: the Quotation, the specification or revision thereof for the Work as the case may be, including CAD drawings prepared by us following Quotation, the relevant datasheets in respect of the product(s) supplied plus any additional work we have expressly agreed to carry out pursuant to paragraph 3.5.

Terms: these terms of business, and any additional terms and conditions specifically agreed in writing by our managing director.

you: the person, firm, company or unincorporated association that purchases goods or services from us (and **your** or any similar expression shall be construed accordingly).

we, us or our (or any similar expression): Rooms Outdoor Contracts Ltd, (company number 14799943), whose registered office is at 6th Floor 2 London Wall Place, London, United Kingdom, EC2Y 5AU (which expression can where the context requires, include our employees, agents and sub contractors).

Work: the work that we agree to carry out for you from time to time.

Work Period: has the meaning given in paragraph 4.6

Working Day: Mondays to Saturdays inclusive excluding any bank holidays.

1.2 The paragraph headings below do not affect the interpretation of the Terms.

1.3 Words in the singular in the Terms shall include the plural and vice versa.

2. Application of terms and conditions and authority

2.1 The Terms will:

- apply to and be incorporated into the Agreement; and
- take precedence over any conflicting terms or conditions whatsoever, whether stated verbally and/or contained or referred to in any document that you give or send to us, and/or in any other document between you and us, save for any term implied, and which cannot be excluded, by law.

2.2 By entering into the Agreement you irrevocably confirm that you have all necessary authority to engage us to carry out the Work and you hereby agree to fully indemnify us, hold harmless and to keep us fully indemnified and held harmless against any Losses incurred by us as a result of you not having the above authority.

2.3 Where more than one person (which for this purpose means an individual, company or an unincorporated association) has entered into the Agreement each of you will be bound by it and will be jointly and severally liable for all of your obligations under it.

2.4 Unless otherwise agreed all written communications with you will, be by email and you agree to provide us with an email address for this purpose.

3. Quotation and Specification

3.1 The Quotation is an offer by us on the Terms. The Quotation will remain valid for 30 days from its date, unless it specifies otherwise. You should check the terms of the Quotation very carefully to ensure that they properly set out the work that you want us to do for you. Please be aware that the Quotation is not definitive and that some of the terms contained in it (including the price) may be changed by the Specification. By paying us the deposit referred to in the Quotation (so that we receive the same as fully cleared funds in our bank account), even if you have not returned a signed copy of the Agreement to us, you automatically confirm that you accept the Quotation and the Terms and a binding contract will be automatically formed between us at that time, for us to carry out the Work in accordance with the Quotation (subject to confirmation in the Specification) and the Terms. Unless our managing director has previously agreed those changes with you in writing, any changes made by you to the Quotation and/or the Terms will automatically invalidate them and we will assume that you do not wish to proceed with the Agreement. If you do not pay us the deposit within 30 days of the date of the Quotation, the offer in it will automatically lapse, unless our managing director agrees in writing to extend it. We can withdraw the Quotation at any time before you pay us the deposit. Note that our products are made to order and are therefore neither returnable nor refundable.

3.2 We will use our best efforts to prepare and send you the Specification within 15 Business Days of receiving your deposit. The Specification will entirely replace the Quotation so may change some of the terms referred to in it, including the price.

3.3 Unless the variance is caused by additional items added by you after Quotation, if the price in the Specification is 10% or more than the price in the Quotation and/or the dimensions or layout of the Building in the Specification have materially altered from those in the Quotation, you will have the right to terminate the Agreement by notifying us within 10 Business Days of the date of the Specification. Upon such notice, we will return to you any deposit less the amount of our costs incurred in connection with our visual inspection and administration in respect thereof up to a maximum of 10% of the price in the Quotation.

3.4 If you wish to make changes to the Specification, you must notify them to us in writing within 7 Business Days. We are not obliged to accept such changes and if we do not accept them, we have the right to terminate the agreement by notifying you in writing, and returning any deposit to you. If your proposed changes are acceptable to us, we will revise the Specification and resend it to you. Any changes you make to the Specification may make it necessary for us to change other parts of the Specification and may increase the price for the Work and change the time that we estimate it will take us to start and complete the Work. All drawings forming part of the Specification are for illustrative and reference purposes only and are neither final nor accurate. They show general details about the Work and the proposed site, are not technical drawings and should not be scaled from nor relied upon. The final location of the Building will be confirmed by us before we lay the foundations, after discussion with you, after which the location cannot be changed.

3.5 We may agree to carry out from time to time work that is not expressly referred to in the Specification which if we do so, will be regarded as additional work and be chargeable to you in addition to the price of the Work. This may include the obtaining of any item which is not referred to in the Specification in which case, in addition to charging you for the cost of the relevant item, we will charge you for the costs of researching the item and the sourcing of it at an hourly rate of £60 (plus VAT), plus an administration cost equal to 20% of the cost of the item. Where we have agreed to source a particular item, whilst we may recommend the general specification of item required, we do not recommend any particular brand or make of item. Any such work, including the price at which it is to be carried out, must be authorised by our managing director in writing. Any additional work may affect our estimated timetable for carrying out the Work.

4. Installation and the Site

4.1 It is your responsibility (at your cost) to check the electricity, data communication, waste and water supply to your property are entirely adequate to accommodate the Work and the Building. If however, you would like us to check this, please notify us as soon as possible and we will give a separate quote for the cost of our electrician/plumber attending the Site for this purpose. To the extent that any supply is inadequate, you must fully rectify the same before we commence the Work at the Site otherwise this will both delay and increase the cost that we charge you for the Work.

4.2 Prior to starting the Work, we may carry out a visual inspection for measurement purposes only. This will be a non-invasive inspection but in connection with any planning permission application the local authority may require a drainage inspection the costs for and arrangement of which will be your responsibility.

4.3 Start or completion dates in the Specification or which we notify to you from time to time, for the Work at the Site or a particular stage of it, will be approximate only and you will not be entitled to terminate the Agreement or seek compensation if we do not keep to such dates. Generally, indicative lead times run from when you return the agreed Terms and drawings to us.

4.4 We will not be liable for any delays in starting or carrying out or completing any of the Work, arising from circumstances beyond our reasonable control. These circumstances include (but are not limited to), the obtaining of any planning or other local authority or other relevant permissions, consents, approvals or licences, the satisfaction of any planning or similar conditions and any inspections or site visits by a local or other authority; what we deem to be unsuitable weather conditions, strikes; power failures;

delays in the delivery or shipment of goods to us by our suppliers and/or delays by our sub contractors in carrying out any parts of the Work. If we stop the Work because we consider the weather to be unsuitable we will use our reasonable endeavours to restart the Work as soon as we consider that the weather conditions have sufficiently improved. In addition, we will not be liable for any delays arising from changes you have required us to make to the Specification; and/or additional work we have agreed to carry out; and/or your failure to carry out any of your obligations under the Agreement.

- 4.5** We will carry out the Work at the address given in the Specification.
- 4.6** 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**). If we do not have this access and/or it is not available for the Work Period (or it is interrupted, disrupted or withdrawn) we will not be able to carry out the Work, but reserve our right to charge you for the Work that we have already undertaken. If we cannot gain access for a period exceeding 1 Working Day or are persistently unable to gain access, we will have the right to terminate the Agreement, claim all amounts then owing to us and charge you for Work that we have undertaken.

If, we have to stop the Work because we have been unable to gain access when we restart the Work, we reserve the right to charge you any increased costs that we have incurred as a result of the intervening delay.

If we are required to stop the Work for any reason, we may not be able to restart immediately, due to other projects commenced during the intervening period. We will restart the Work when reasonably convenient for us to do so and will notify you accordingly. Please be aware that any delay (even if relatively short) will affect our overall estimated schedule for carrying out the Work and the sequence in which we carry it out.

We will carry out the Work in such manner, and in such stages and sequence, as we think fit. We may not carry out the Work every day on which we are granted access, or for an entire day and may start and finish work at different times on different days we will use all reasonable efforts to notify you from time to time when we anticipate that we will be carrying out the Work over the following few days in each case.

It is critical that any third parties who you have engaged to deliver and/or install items, or equipment (including, without limitation, water, waste, electrical or telephone equipment) or materials, deliver and/or install the same strictly at such time or times as we specify, in accordance with any schedule for the Work that we notify to you from time to time. If this does not happen or we are required to vary the Work schedule to accommodate such third parties, this will likely have a significant effect on the overall timetable of the Work and the cost payable by you.

- 4.7** If we need access to the Site through any adjoining property, we will say so in the Specification. It will be your responsibility to obtain at your cost all necessary permissions, authorities, approvals or consents (**Authority**) to ensure that we have this access and that it is kept clear without interruption for the whole of the Work Period. If we cannot gain access for a period exceeding one Working Day, we may terminate the Agreement, claim all amounts then owing to us, and charge you for the Work that we have carried out. If, having so stopped the Work, we restart it, we may charge you any increased costs that we have incurred as a result of the intervening delay. You hereby indemnify, hold us harmless and will keep us indemnified and held harmless against all **Losses** incurred by us as a result of any third party claiming that we do not have Authority to access the Site through any adjoining property. Before starting the Work, we may ask you to show us reasonable evidence that you have obtained Authority and if you fail to do so, we reserve the right not to start the Work until we have seen it.
- 4.8** 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'**. In particular, before we start Work you will be responsible for removing or otherwise taking protection measures for any trees, shrubs, existing structures, play and leisure equipment, debris and rubbish from the Total Work Area. If you engage a third party to clear the Total Work Area and/or to carry out any other work including levelling, installing site protection and/or any work to the Building, you are exclusively responsible for checking that they have carried out that work properly and, where relevant, in accordance with this paragraph, we will not be responsible for checking or verifying the same. You will permit us to leave materials and tools in the Total Work Area, when we are not carrying out the Work. Whilst we will use all reasonable endeavours at all times to leave the Total Work Area in a reasonably clean, tidy and safe condition, you acknowledge that the Total Work Area is a building site and that you will not enter the same, and will take steps to prevent any third party from entering the same, when we are not present.

Unless otherwise agreed, we will only take instructions in respect of the Agreement and/or the Work from you, and not from any other person or party. We will not be required to review and/or respond to any paperwork or correspondence from, speak over the telephone to and/or attend any meeting with, any such person or party, unless we specifically agree to do so, which agreement will specify the cost for our time in so doing.

- 4.9** 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. Where we require access to any building on your property to gain access to the Work Area, and/or to carry out the Works, whilst we will take reasonable care not to damage any part of the same, you must take all necessary steps and reasonable steps) to cover, protect or relocate and we will not be liable for any damage caused to walls, carpets, wooden floors, objects, ornaments, plants, fixtures and fittings, or to any other part of that building.
- 4.10** We will need a minimum of 20 meters of parking space immediately outside your property to unload and store materials, at the times, and on the date or dates, referred to in the Specification. You will ensure, at your cost, that such space is available without interruption and that, where relevant, you have obtained any relevant Authority (whether from the local authority, and whether in respect of parking permits, parking bay suspension, or otherwise) in respect thereof.

In addition, we will need space immediately outside your property to place a skip, and within 50 meters of your property to park our vehicles, without interruption for the whole of the Work Period. It is your responsibility, to ensure we have Authority (which shall include a skip permit) to park our vehicles and place our skip, without interruption for the whole of the Work Period.

If we do not have such Authority referred to above or there is insufficient space to unload and/or store materials, and/or park and place the skip, we will be unable to carry out the Work. If we do not have this Authority for a period exceeding 1 Working Day, we may terminate the Agreement, claim all amounts then owing to us and charge you for the Work that we have carried out. If, having stopped the Work because we have not had the Authority referred to above, we restart we may charge you any increased costs that we have incurred as a result of the intervening delay.

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.

Before starting the Work, we may ask you to provide reasonable evidence that you have obtained the Authority referred to in this clause. failing which, we reserve the right not to start the Work.

Whilst under no obligation to do so, we may, agree to either pay any relevant meter charges, and/or to obtain any such Authority, ourselves. Where we do so agree, you will reimburse to us on demand the cost of the same, plus all other costs or expenses incurred in connection therewith; plus an administrative charge equal to 20% of any payment made.

- 4.11** We will carry out the Work and install any Building on the Site as confirmed by us after discussion with you. It is your responsibility to ensure that the final location falls wholly within the boundaries of your property, and/or that you have all necessary Authority for the Work and/or for the Building and every part of it to be located there. If you subsequently decide that you want the Work carried out and/or the Building to be installed in another location, we will confirm to you whether this will be possible, and what additional charges (if any) will be payable by you. We will not be liable if any third party claims the Building or any part of it, is located on and/or overhangs their property. You agree to indemnify and hold us harmless and to keep us indemnified and held harmless against all Losses incurred by us as a result of any third party claiming that the Work has been carried out, and/or the Building or any part of it has been installed on an unauthorised site, and/or overhangs their property. Before starting the Work, we may ask you to show us reasonable evidence that you have obtained the Authority referred to in this clause failing which we reserve the right not to start the Work until we have seen such evidence. If we are required by any Court or similar order to stop the Work (whether as a result of an injunction, a noise abatement order, or otherwise) we will comply and will not be liable to you for having done so. We may in such circumstances charge you for Work that we have already carried out. If we are unable to continue the Work for a period exceeding 1 Working Day we have the right to terminate the Agreement, claim for all amounts then owing to us, and to charge you for Work that we have already carried out. If we then restart the Work we may charge you any increased costs that we have incurred as a result of the intervening delay.
- 4.12** You must check, whether the proposed location of the Building or the Total Work Area Site is susceptible to landslide, erosion, subsidence, movement caused by trees, flooding and/or on a flood plain or is contaminated or affected in any other way likely to materially affect our ability to carry out the Work. If the Total Work Area Site is affected in any of the ways referred to above, you will be exclusively responsible for rectifying the same at your own cost. We will confirm to you the effect this rectification will have on the Work schedule and the additional cost of the Work to you as a result.
- 4.13** 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.
- 4.14** 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.

It may not be possible for the skip and any portable toilet that has been installed to be removed immediately on completion of the Work. We will arrange their removal as soon as possible but this generally takes up to five Business Days.

- 4.15** In the event of a serious breach by you of your obligations under paragraphs 4.11 and 4.12. We reserve the right to immediately terminate the Agreement, stop carrying out the Work, clear the Total Work Area, claim all amounts then owing to us and to charge you for all Work already carried out by us.

5. Price and Payment

- 5.1** Price and payment terms for the Work are set out in the Specification. All sums due are subject to VAT at the prevailing rate. If there are particular circumstances as to your use of the Building which could result in a lower VAT rate being otherwise paid, you are solely responsible for obtaining the necessary clearance from HMRC and we will

- be under no obligation to change the prevailing VAT rate charged until that time.
- 5.2** Moneys due under the Agreement must be paid to us strictly on time without any set off or deduction, otherwise we may immediately terminate the Agreement and claim from you all amounts then owing. Moneys will only be deemed to have been paid to us, when we have received them as fully cleared funds into our bank account and we will be under no obligation to continue any further work if you fail to pay us moneys that you owe. You should therefore take all necessary steps (by checking with your bank, or otherwise) that the payment method used by you results in us receiving cleared payment by the due payment date.
- 5.3** Save as referred to in these Terms, any deposit paid by you will be non refundable.
- 5.4** Without prejudice to any right or remedy that we may have in law, we will charge interest at a rate of 20% per annum, accruing on a daily basis, on any amounts not paid on time, from the time that such amounts fall due until the time that they are finally paid, both before or after judgment. Interest will be capitalised on a monthly basis.
- 5.5** We reserve the right to increase the price set out in the Specification should unforeseen problems arise which may significantly increase the cost to us of carrying out the Work. Such problems may include (but are not limited to)
- the need to install micro piles, screw piles or "Heli Piles", as a result of the quality of the ground or soil at the Total Site or the proximity of trees; and/or
 - the need to install drainage or sewage systems, such as manholes, inspection chambers, packaged pumping systems and soakaways as a result of site conditions, and/or the condition of the existing drains, and/or the exposure of underground services or obstacles such as water, sewage or gas, pipes electrical or data cables; and/or
- 5.6** We reserve the right to increase the price set out in the Specification as a result of any conditions or requirements imposed by any planning officer and/or building control officer, and/or by any other officer, official, body, department, authority, regulator or otherwise, having jurisdiction or authority over or in relation to the carrying out or completion of the Works, such as, but not limited to, the cost of: (i) commissioning and/or implementing the results of any tests, reports (planning, environmental or otherwise), surveys, assessments or otherwise; (ii) changes to the Works (such as, but without limitation, changes to the shape, design, structure, materials used in, protection afforded to (such as fire proofing, flood protection, water protection, tree protection, or otherwise), construction of, or otherwise. Where structural calculations, thermal performance calculations or a fire report are required, you agree to meet the costs of these in addition.
- 5.7** We will use our best endeavours to bring any issues of the kind referred to in paragraph 6 below, to your attention as soon as we become aware of them. If we seek to increase by 20% or more the price set out in the Specification you will have the right to terminate the Agreement, in which case we will be entitled to all amounts then owing to us and to charge for any other Work that we have already carried out up to that time.
- 5.8** We will be under no obligation to undertake a final handover to you of the Building and/or give you the keys until we confirm we have completed the Work. Handover can only occur on a Business Day within the Work Period. We may so confirm final handover notwithstanding work undertaken by other contractors at the Site who you have engaged, being uncompleted or in circumstances where you inform us you no longer wish us to complete a task referred to in the Specification. Upon such confirmation, agreement with you as to any outstanding snagging issues to be completed and our receipt in cleared funds of all sums owed to us under the Agreement, the Work will be regarded as completed. You should check in advance any applicable daily payment limits that you may be subject to and/or any notice periods that you may be required to give in relation to your funds and any other matters (such as the time it takes to effect inter bank transfers of funds), to ensure that all payments are made to us strictly on time in fully cleared funds.

6. Planning Permission, LDC and Building Regulation Approval and Party Wall Agreements

- 6.1** Where we have agreed to do so and confirmed the same in the Specification, we will produce the necessary drawings/plans and apply for planning permission or a lawful development certificate ("LDC"), on your behalf, in respect of the Work, on such basis as we have agreed.
- 6.2** If planning permission, or an LDC is refused, unless we expressly agree otherwise in writing the Agreement will terminate, and we will return your deposit to you to you within 7 Business Days less (a) all of our costs incurred to date; (b) £450 plus VAT in respect of our administration fee; and (c) any appropriate application fee. We are not liable to account to you for any interest on deposits that we hold from you.
- 6.3** We give no undertaking as to whether any planning permission or LDC will be given or granted in any particular case. We will not be liable for any use of the Building for a purpose which was not the original one for which planning permission was originally applied and granted.
- 6.4** If in any case you decide to change the drawings/plans prior to application or appeal a refusal to grant any approval or permission, the cost of the same will be borne entirely by you. If you require advice or assistance by or from us in relation thereto (including any site visits, meetings, revisions to any drawings or other documents, or otherwise), you will be responsible for all of our time chargeable at a rate of £60 (plus VAT) per hour, or part thereof and associated expenses incurred.
- 6.5** If the Specification is to be altered as the result of and/or in order to comply with, any decision, as referred to above, you will be liable for all our charges and expenses for revising the same which we will notify to you on which occasion we will also notify you of the effect of such revisions and the time that will be required to carry out the same will have on the schedule and costs for the Works.
- 6.6** It is your responsibility (at your cost) to ensure that the relevant site notice for the Works and the Building is lodged with the local authority. In addition, where building regulation approval is required you must ensure that at least 10 days prior to commencement of Works at the Site you have either arranged for the local authority or an approved inspector to manage the obtaining of such approval for the Works. Failure to do so may result in our needing to delay commencement of Works on Site.
- 6.7** Where the foundations for the Building are required to be deeper than your neighbour's property, it is your responsibility to investigate whether you need a party wall agreement and if so, to ensure that it is in place with your neighbour(s) prior to commencement of Work on the Site and to bear any additional costs incurred as a result of an alteration to the Specification.

7. Specification and Finish

- 7.1** Given that many materials supplied by us are made of natural components, these materials will most likely not be an exact match with those shown in our promotional literature or on our website. Illustrations, photographs, representations or descriptions shown on our website and/or contained in our promotional literature, showroom samples, displays, or otherwise (together the **Promotional Materials**), are provided as a general guide, and for illustrative purposes only, and the colour, wood grain, shape, dimensions, materials, weights and other particulars of the components we supply and/or the Building that we install, may vary from the Promotional Materials, but will conform to the overall requirements referred to in the Specification. We will not be liable for such variations nor be responsible for replacing or re-arranging the same once fitted or installed. Without prejudice to our overall obligation to carry out the Work, and supply materials in accordance with the requirements referred to in the Specification, we reserve the right, to substitute the components shown or referred to in the Promotional Materials, with those of a similar kind, visual appeal or quality.
- 7.2** Unless otherwise agreed by us in writing, only items referred to in the Specification will form part of the Work. Any of our buildings you may have seen (whether at exhibitions and/or in our Promotional Materials and/or installed for other clients) are likely to contain items specific to their design and construction which may not come as standard.
- 7.3** Please be aware that unless expressly stated otherwise in the Specification, the Building will not be sound proof and therefore the use of (among other things) any audio or sound system or musical instrument in the Building will cause noise;
- 7.4** Once finished by us, the Building will be handed over to you with a "builders finish". Protective coatings and/or covers and/or manufacturer's stickers/labels and/or sheeting may remain on certain component parts of the Building which will need to be removed by you before use. The Building will be tidied up and left clean by us before handover, but not to a professional clean standard and outside surfaces are liable to dirty again shortly thereafter.
- 7.5** We will not be liable in the event that levels of floors on the inside and the outside of the Building and/or of decking do not exactly match (whether as a result of door thresholds, weathering details, or otherwise) nor may finishes within the Building be entirely smooth or flush (where for instance, because they have not been plastered). We do not guarantee that door thresholds and other features of the Building will be disabled-friendly.
- 7.6** Where the Specification makes reference to our being responsible for electrical certification, this may involve both deadload and live load testing being undertaken. Where live load testing is to be conducted this can only be undertaken by us if a final main cable is installed and this is your responsibility. If live load testing is delayed and cannot be undertaken by us before the Work is regarded as completed, our re-attending your property to do this will be subject to additional charge. Any electrical testing certification by us will only extend to work which we have actually undertaken.
- 7.7** Any natural, planted, "Sedum" or green roof, is a live, natural product which requires regular maintenance by you in accordance with the relevant supplier's instructions. We will not be liable or responsible to the extent for any reason that it does not grow or survive, or suffers damage due to wildlife such as foxes. Rodent damage can also occur to the Building, in particular final sections of cabling for lights to decking are not steel coating protected and we are not responsible for such damage thereto.
- 7.8** Please be aware that the Building's roof may exhibit "ponding" and retain water to a certain level before the water drains away. This is a normal characteristic of the roof and should not be a cause for concern.
- 7.9** Underfloor heating and flooring tiles are subject to minimum dry out periods. Whilst this need not delay handover, full functionality of that aspect of the Building cannot be demonstrated prior thereto.
- 7.10** The Building is likely to 'settle' over a period of approximately twelve months from its completion which is a normal process in the construction of building of this nature. Settling may result in doors, locks, handles and hinges requiring adjustment and/or the appearance of hairline cracks in the internal plastered walls and ceilings, requiring filling, sanding and repainting to restore them to their previous appearance. Any treatment of exterior wood by you should only happen after the appropriate weathering off period. If you request us to carry out any of the above, provided we agree to do the same, we will charge for such work in addition to our original charges.

8. Our Obligations

- 8.1** We will carry out the Works in accordance with the Specification subject to the requirements of the particular building inspector involved, with reasonable care and skill, and any materials supplied, and/or any Building installed, by us, will be of satisfactory quality. We make no representation in respect of the Works or any part of them (including any item or material supplied by us, or otherwise supplied in respect of the Works) unless either it is contained in the Specification or has been confirmed in writing by our Managing Director. None of our personnel is authorised to make any representation in respect of any of the above.
- 8.2** We will supply you with one set of keys to the Building. We do not retain duplicate keys so if you require them, you should have them cut. Where you have been supplied with keys by us prior to final handover which you lose, we will change the locks to the Building but at an additional charge to you.
- 8.3** We will not be responsible for any defects, loss or damage resulting from negligent or improper use of any Building and/or any materials supplied by us; failure to maintain or service the same in accordance with the maintenance instructions (which in any case is likely to invalidate any relevant guarantee), or any unauthorised alteration or modification of the same. Without limitation to the generality of the above, we will not be responsible for, or liable in respect of, any loss or damage arising from your failure to leave any macerator and/or packaged pumping station installed by us switched on and/or regularly maintained in accordance with the relevant operating instructions and/or the blocking of permevents or failure to use extractor fans and/or your leaving the Building unused for long periods of time..
- 8.4** Always without limiting our obligation in paragraph 8.1 we will not be liable or responsible for:
- the expiry or wearing out of any consumable item or item that has a distinct operational life, and you will be exclusively responsible for replacing them at your own cost. If you request us to, we will replace such items at a time convenient to us and at a cost agreed with you before carrying out the work;
 - the weathering or fading of products which is entirely normal in the appearance of certain materials (such as cladding or decking where pinholes or splits or cracking in the materials may occur) as they age; and
 - your failure to service or maintain components or parts. Please understand that it is necessary to regularly service and maintain Building by, for instance, lubricating locks and hinges; cleaning, and, where appropriate, regularly protecting with wood care products windows, door frames, decking and cladding; clearing debris from gutters and

downpipes; regularly testing smoke alarms and regularly re-painting windows and door frames.

- 8.5** We provide a limited 10 year materials-only structural warranty in respect of the Work which includes a free call out for up to twelve months following completion. After twelve months, we will attend the Site subject to a call out and labour charge. The warranty is non-transferrable and voided if you modify the Building in any way including any changes to electrics. If you notify us of a problem to any component in, or part of, the Building, insofar as we deem practical we will assign to you the benefit of any manufacturer's or supplier's guarantee in respect of materials supplied to you and/or constitute any part of the Building, or at our discretion give you details of the relevant manufacturer so that you can contact them directly. We will not reattend the Site to check the component or part or indeed to remove and dispose of it.

9. Your obligations

9.1 In addition to all your other obligations in these Terms you will:

- a. (to the extent we require the same in order to carry out the Work), promptly provide us with access to your water mains, drainage, electricity and other connections;
 - b. unless otherwise agreed in writing, provide our personnel with access to a toilet while they are at the Site (any failure to do so will result in us charging back to you the cost of obtaining and installing a portable toilet on the Site the sourcing of which by us may result in a delay to commencement of the Work);
 - c. promptly provide us, with such information as we may request from time to time to assist us to carry out the Work;
 - d. ensure that the supply of electricity to your property complies with Part P of current building regulations, has been certified, is fully compatible with, and adequate in all necessary respects to accommodate, the Work;
 - e. ensure that the supply of water and waste services to your property is fully compatible with, and adequate in all necessary respects to accommodate, the Work;
 - f. before we install them as part of the Work, check that any telecommunications, television, data, computer or similar cables, alarm, sound systems, home automation systems, or otherwise, are compatible with and meet the requirements of, any prospective supplier of telecommunications, television, data, computer or similar services to your property, or if they do not, what their particular requirements are.
 - g. maintain and use any materials and/or the Building exclusively in accordance with the Specification and our instructions, and refrain from using the Building for any purpose other than for general, light, domestic leisure or administrative purposes and specifically not for any commercial, industrial or manufacturing purpose nor for sleeping accommodation (unless there is a planning permission granted covering this purpose), keeping any equipment or machinery or heavy single items over the weight of 300 kilos per square metre such as gym or training machines or equipment, or chemicals or deleterious materials and refrain from altering the structure or electrical circuitry of the Building in any way. Walking on the roof of the Building for maintenance purposes is permitted provided the necessary protective boards and safety equipment is used but you should not use the roof as a balcony or decked area.
 - h. be exclusively responsible for the compatibility and suitability of any items installed or materials used, such as tiles, paints, sanitaryware, kitchens, alarms or sound systems which are not sourced or ordered by us;
 - i. be responsible for checking the performance and quality of any work carried out on or in relation to the Work or the Building or the Site;
 - j. ensure that any items, equipment (including, without limitation, any electrical or telephone equipment) or materials not sourced or ordered by us, and/or which are to be supplied and/or installed by third parties, are delivered to and installed at the Site in (where applicable) the correct quantities, and strictly on time (being the time that we have notified you they must be delivered so as not to interrupt the Work schedule). You acknowledge that given the importance that the Work be carried out in a particular sequence if such items, equipment or materials are not delivered installed strictly on time this may have a substantial effect on the entire Work schedule setting it back by a number of weeks and affect the overall price payable by you for the Work; and
 - k. not ask any of our employees, agents or subcontractors to carry out any work for you other than the Work. Such persons are not authorised to carry out any other work and we will not be responsible or liable for any such work carried out by them nor any opinions expressed by them unless consistent with a view or opinion in the Specification or expressly confirmed by our Managing Director in writing.
- 9.2** If our performance of any obligations under the Agreement is prevented or delayed by any of your acts or omissions (including without limit, your failure to comply with any of your obligations in these Terms,) we will not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from the same and any increased cost incurred by us as a result thereof will be charged back to you.

10. Termination

10.1 We may terminate the Agreement by immediate notice to you if:

- a. we have a specific right to do so in these Terms; and/or
 - b. you are in material or persistent breach of any of these Terms; and/or
 - c. you are declared bankrupt, and/or
 - d. you are threatening, intimidating or abusive and/or use bad language when dealing with us and/or any of our personnel
- in each case without prejudice to our right to claim all amounts payable by you before the date on which we terminate and our right to charge for any other work carried out by us up to that date, which will be immediately payable by you without deduction or set off .

11. Limitation of liability

11.1 This paragraph 11 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of any:

- a. breach of the Agreement;
- b. use made by you of any materials and/or Building supplied and/or installed, or any part thereof, whether before, during or after supply and/or installation; and
- c. representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

11.2 Notwithstanding any other provision of the Agreement, nothing in these Terms limit or exclude any term implied into the Agreement by law, and in particular nothing in these Terms, excludes our liability for:

- a. death or personal injury resulting from our negligence; or
- b. any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation; or
- c. which otherwise affects your statutory rights.

11.3 Without prejudice to paragraph 11.2, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement shall be limited to the price paid by you. Our liability in respect of individual products forming a part of the Work will be limited to the cost price thereof. We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for an indirect or consequential loss or damage for any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

11.4 If we have agreed as part of the Work to carry out any electrical installations, we may need to temporarily disconnect your electricity supply. We will use all reasonable endeavours to give you no less than half an hour's notice of such disconnection, but having done so, will not be liable for any loss or damage caused as a result thereof, including without limitation, in respect of spoiled food in your fridge or freezer, any lost computer programs, memory or files on your computer, and/or any other lost or disrupted data on an electrical or computer compliance that you may have. We will not be responsible for resetting timer memories or electronic clocks, on any electrical appliances which require resetting as a result of disconnection of the electricity.

11.5 If we have agreed as part of the Work to carry out any plumbing installations, we may need to temporarily disconnect your water supply. We will use all reasonable endeavours to give you no less than half an hour notice of such disconnection, but having done so, will not be liable for any loss or damage caused as a result thereof, including without limitation, to any heating system or boiler, underfloor heating, appliances such as washing machines, dryers, dishwashers or water heaters, water/sewage treatment equipment, irrigation system, or otherwise.

11.6 We 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 (such as foxes or squirrels), unless caused by our negligence.

11.7 You are responsible for the security of your property and we will not be responsible, or liable for any theft, break in or damage occurring to in, or at your property, while we are carrying out the Work and/or while we are on your property. In particular, we will not be responsible, in your absence, for looking after your property, pets or children and/or for checking that doors and windows are shut, alarms are set, and/or that the property is locked up and/or secure, either while we are carrying out the Works, or before we leave your property.

11.8 If you claim that any item is defective, when it transpires that the same is not defective and/or that we are not in breach of the Agreement in respect thereof, you will be exclusively liable for the costs of repairing and/or replacing any item that we have had to remove and/or damage in order to investigate the matter (for instance, in the case of under floor heating, where we have had to remove and/or damage the floor of the Building) in order to investigate your claim and you will be exclusively responsible for the cost of repairing and/or replacing the same).

11.9 We will not be liable for any defects, injury, loss or damage caused by independent contractors that we have recommended or referred to you, where the work that they have carried out for you, is not part of the Work.

11.10 We will not be liable for any damage to the Building or any part of it or the failure of any component in or part of the Building as a result of you altering or modifying the structure of the Building or fixing any item to the Building or fixing additional decking and/or fixtures and fittings to any decked porch area), changing the electrical circuitry (whether by installing additional electrical sockets, or otherwise) or plumbing, unless our Managing Director has confirmed in writing in advance that the same would be acceptable.

12. Title and Risk

12.1 Risk in the materials that we supply to you, and/or that form or will form part of the Building, will pass to you when we deliver them to your property. You must insure the materials and the Building and each and every part thereof against all prudent risks (and we recommend that you seek the advice of your insurance broker as you think fit) from the time that we start the Work and start to bring materials on to your property. We will not be responsible or liable for any damage to or destruction of the same from (amongst other things) fire, theft, flood, damage, vandalism or malicious damage, or otherwise. In addition we will specifically not be responsible or liable for any damage to or destruction of any item and/or material as a result of a breach of paragraph 4.13 above. If any materials and the Building or any part of it is damaged or destroyed as referred to above, this will be your responsibility and you will still be obliged to pay us the full price in accordance with the Agreement.

12.2 Notwithstanding paragraph 12.1 above, each and every material, the Building and each and every part of it and them will remain our property (even if you are at such time already in possession of the keys to the Building) until we have confirmed receipt in cleared funds of all amounts payable to us under the Agreement or otherwise.

12.3 Until such time as full payment has been made, but without prejudice to any other remedy we may have, we reserve the right on giving you no less than 24 hours' notice to enter your property to remove any materials and/or dismantle and remove the Building and/or any part of it without the need for any court order.

13. General

- 13.1** We will not be liable to you under the Agreement for the non performance of any of our obligations if as a result of acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or anybody else's), failure of a utility service or transport network, act of God, bad weather, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 13.2** No variation of the Agreement or these Terms or of any of the documents referred to in them or waiver of any right therein will be valid unless it is in writing and signed by you and our Managing Director and (in the case of a waiver) it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 13.3** The Agreement is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Agreement or your rights or obligations under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of the Agreement and our rights and/or obligations in it, as we think appropriate, at any time.
- 13.4** All notices given by you to us must be sent to us, by:
- post to Rooms Outdoor Contracts Ltd, 6th Floor 2 London Wall Place, London, EC2Y 5AU; or
 - email to info@roomsoutdoor.co.uk;

or in either case to such alternative postal or email address as we notify to you in accordance with this paragraph. All notices to, or communications with, us, must be in English.

We may send notices to you to either the email or postal address that you provide to us, or in either case to such alternative postal address (which must be in the UK) or email address as you notify to us, in accordance with this paragraph.

Notice will be deemed received and properly served 3 days after the date of posting of any letter, or 24 hours after an email is sent, however notice will not be deemed received by, and properly served on, us, until the expiry of any period which we have previously notified to you is a period when we will be closed for our summer or Christmas shutdown, plus the aforesaid 3 day, or 24 hour period, as the case may be. In proving service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post or in the case of an email, that such email was sent to the specified email address of the addressee.

Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

- 13.5** If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force, and if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 13.6** Each of us acknowledges and agrees that the Agreement is the whole and entire agreement between us relating to the work that we have agreed to carry out for you and that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement. Nothing in this paragraph will be deemed to exclude any liability for fraudulent misrepresentation.
- 13.7** The Agreement is made for the benefit of the parties to it and save as otherwise provided for in these Terms is not intended to benefit, or be enforceable by, anyone else.
- 13.8** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.