

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. Completed Orders

- a. The Company will formally accept all orders by the issue of an order confirmation.
- b. Once the order confirmation has been issued by the Company to the Customer, any amendments to the specification will only be accepted up to 28 days before the scheduled installation date. Any changes made after this date will be subject to the Company's agreement and the Company reserves the right to make reasonable charges where costs are incurred.
- c. 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.
- d. 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.
- e. 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 and the price stated will remain fixed for a maximum period of 9 months from the order confirmation date.

- b. Subject to other provisions in these Terms and Conditions, a non-refundable deposit of 25% of the full purchase price is payable on ordering the Product from the Company. The balance is payable immediately upon completion of the installation.
- c. The Customer shall make the full payment 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.
- d. All goods remain the property of the Company until the final balance is paid for in full.

4. Warranty

Smart Buildings are designed and manufactured with an intended design life of over 25 years. We back this up with a peace-of-mind structural warranty of 5 years, which is fully covered in our Terms and Conditions, and is detailed below. We use construction grade materials throughout in our high quality manufacturing procedures. Smart trained professionals undertake every installation and we also ensure our customer service is polite and attentive. In the unlikely event of your Smart Building showing a defect in its structural elements within 5 years of installation we'll come in and repair it.

- a. The Product is designed to have a life of 25 years but no guarantee or warranty is given to this effect. However, 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 5 years from the date of the Agreement for purchase.
- b. 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.
- c. In addition, the Company warrants that upon installation the Smart Building shall be free from any significant defect in other materials, optional extras 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. Where the defect is deemed to be the customer's fault for any reason e.g. unsuitable base/site, poor maintenance, use of defective materials supplied by the customer or misuse of the product, any rectification will be chargeable to the customer.
- h. Any repaired or replaced elements will be guaranteed on these terms for the unexpired portion of the warranty period.
- i. 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.

j. 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.

k. 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.

l. 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.

5. 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.

6. Building Regulations

a. The Company's Product do 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.

7. Delivery and Installation

a. The Product shall be installed by the Company at the address specified in the order confirmation unless otherwise agreed in writing.

b. Any date specified by the Company in the order confirmation for the installation of the Product is approximate only and will be confirmed by the Company at least 6 working days before installation. This date 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 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, but not limited to, extreme weather conditions) and will therefore not be liable for any compensation

c. The Customer must ensure that the site is easily accessible and there is adjacent parking for a 7.5 tonne lorry available at the time of installation. The installation site must be solid, level and free from any obstructions or dangers. "Solid" means that the Customer must ensure that a hard standing base is provided on which to install the Product.

d. The Company shall use all reasonable endeavours not to cause damage to the Customer's property and accepts no liability for any damage caused outside of its control.

e. It is recommended that the Customer should be present during the whole installation process. The Customer 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 also be required to sign the building off as detailed in Clause 7 g.

f. 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 additional costs incurred due to any such deferment in multiples of, but no less than £1,500 plus VAT per hour. Where the Agreement is cancelled pursuant to this Clause the Customer's deposit will be returned less an amount in respect of all the Company's charges and expenses in connection with the Agreement up to the time of such cancellation. Where the installation has been deferred but the Customer has not resolved the matter to the Company's reasonable satisfaction within 28 days of the original installation date then the Company may immediately cancel the Agreement and return the Customer's deposit less an amount in respect of all the Company's charges and expenses as set out above.

g. On completion of the installation the building must be inspected by the Customer 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 please note them 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. Following the payment of the balance of the price the keys of the Product will then be handed over.

h. 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. Where the Company is arranging the electrical connection on behalf of the Customer, the fixed fee charged for the connection and certification is subject to the suitable condition of the Customer's mains supply including bonding (earth) etc. Any additional, necessary work to bring this to the required standard to allow certification will be at additional cost and may, in extreme circumstances, affect the completion of the installation. The fixed fee allows for installation of cabling via the most direct route above ground. Any additional works with regard to routing or burying will be at additional cost to the Customer.

8. 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.

9. Failure to Make Payment

a. If the Customer fails to pay the full payment on the due date 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.

b. Notwithstanding the above, if full payment has not been made on the due date, 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. The Customer shall render all reasonable assistance to the Company to dismantle and remove the Product from the site and enable the Customer to disconnect the electricity supply.

c. In these circumstances the Customer shall be liable for a removal charge of £1950 plus VAT together with a charge of 50% of the total invoice value with the cost of arranging for an electrician to disconnect the power supply.

10. 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.

11. Amendment

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

12. 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.

13. 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.

14. 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 30 days either party may terminate the Agreement by giving written notice to the other party to terminate the Agreement.

15. Cancellation and Termination

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.

However to allow our customers time to consider or amend their purchase, Smart Garden Offices does provide a 14 day cooling off period from the date of a customers signed 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.

a. 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.

16. 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.

17. 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.

18. 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.

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