

## Terms and Conditions

Please sign and return to the address shown below together with the deposit payment.

The following terms and conditions when signed by both parties will form a legally binding contract between the named client and *The Garden Lodge Company* and should be read in full and understood prior to signing. The signature of the client on this document will assume that said client has read and is in full agreement with all terms and conditions within said document and all its enclosures and attachments.

The client has no right to dissolve this agreement without the permission of *The Garden Lodge Company* unless they are in breach of said contract. Any failure to complete the contract by the client could lead to any deposits/stage payments etc. being retained by *The Garden Lodge Company* to cover outlays etc. *The Garden Lodge Company* retains the right to pursue any further financial losses incurred by the client's failure to complete the contract. Should *The Garden Lodge Company* or its representatives fail to comply with the terms and conditions of this contract prior to arriving on site i.e. unable to proceed on site due to circumstances within their control, the client will be entitled to a full refund of any deposits/stage payments previously paid by them. Any failure on the part of *The Garden Lodge Company* to complete the contract due to negligence will result in a full refund to the client. *The Garden Lodge Company* will at no time ask for any increased sums for amendments made to the erection of the structure(s) caused as a result of our design or materials unless changes have been requested by the client. Any changes required will not be made without prior consultation with the client and their agreement obtained.

The client must satisfy themselves prior to erection or order that the materials used by *The Garden Lodge Company* are as described by them, as the company accept no responsibility for confusion over product choice/colours/styles etc. The client must make themselves or their representatives available to view materials prior to erection on site and should the client fail to do so it will result in *The Garden Lodge Company* proceeding on the assumption that said client is in agreement provided that sufficient notice has been given for an inspection to be made prior to commencement on the agreed start date. At that time the client will become responsible for the entire costs of the contract as agreed.

A deposit payment of 40% of the total contract price will be made payable to *The Garden Lodge Company* on order of windows. A further 20% will become payable on completion of the roof with another 15% being due on completion of the exterior lodge. The remaining 25% becoming payable at the completion of the contract to the client's satisfaction allowing for additional costs incurred at the request of the client. An invoice will be issued on completion and payment of any outstanding sums will be requested at that time. All materials will remain in the ownership of *The Garden Lodge Company* until such time that the contract is paid in full and they reserve the right to re-possess said materials should the final payment not be made when requested. They may also pursue the client to recover the costs of taking such action. No credit terms will be given without prior arrangement.

*The Garden Lodge Company* will not be liable for any delays caused by adverse weather conditions, traffic delays, acts of god or any unforeseen circumstances. They will also not be liable for delays caused by a failure to take delivery of materials/incorrect delivery of materials so long as they can prove that said materials were ordered correctly and in good time. *The Garden Lodge Company* will undertake to minimise the effect of such delays to the best of their ability and will keep the client informed at all times.

Agreement to this contract does not affect the client's statutory rights.

This agreement should be read in conjunction with other documents pertaining to the contract as intimated below.

Enclosures:

- 1 - Specification
- 2 - Price confirmation

I (client signature) \_\_\_\_\_ Date \_\_\_\_\_

Name (print) \_\_\_\_\_

hereby agree to the above terms and conditions and details within enclosures pertaining to the contract between myself and The Garden Lodge Company and enclose a cheque for deposit of £ \_\_\_\_\_ as requested.

Please note that the person signing should also be the signatory on the cheque except in the case of a banker's draft or building society cheque. Cheques should be made payable to The Garden Lodge Company.

Signed \_\_\_\_\_ (for and on behalf of  
The Garden Lodge Company)

All drawings and designs are the copyright of The Garden Lodge Company and they reserve the right to reproduce designs, photographs etc. in any publication for the promotion of their business. Drawings must not be reproduced without their consent. Should their drawings be used for construction purposes they reserve the right to charge a design fee.