



Revision date: REV1.0 180321

Terms and Conditions of Sale

SilverLeaf Spaces Ltd, 22 Glaziers Lane, Normandy, Guildford, GU3 2DG
Company number 12438474, registered in England

1. Definitions

- 1.1. The “Company” is SilverLeaf Spaces Ltd, 22 Glaziers Lane, Normandy, Guildford, GU3 2DG.
- 1.2. The “Customer” is the person, entity or company who purchases the product and/or services from the Company.
- 1.3. “Conditions” means the Terms and Conditions of Sale set out in this document.
- 1.4. “Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
- 1.5. “Price” means the price set out in the quotation provided to the Customer by the Company.

2. Application of these Terms & Conditions

- 2.1. It is considered that any customer entering into an agreement with SilverLeaf Spaces Ltd is in acceptance of these terms and conditions. The Customer is responsible for obtaining a copy of these terms and conditions for their reference.
- 2.2. SilverLeaf Spaces Ltd reserves the right to amend these terms and conditions at any time.
- 2.3. No variations of these terms and conditions shall be of any effect unless agreed by The Company in writing.
- 2.4. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 2.5. The contract shall in all respects be construed and operated as an English contract governed by English law and any dispute arising out of, or in connection herewith, shall be referred to the English courts.

3. Products

- 3.1. The Company website, brochure and any elevation drawings serve as a guide only and do not form part of any contract.
- 3.2. The Company make every effort to be as accurate as possible, however precise measurements indicated on our website, brochures or any other documentation are subject to reasonable levels of tolerance.
- 3.3. The Company reserves the right to alter specifications without prior notice. Changes to product specification are rare and reasons for doing so may include, but are not limited to, improving general quality or efficiency of the product, material availability, material cost. The Company will always endeavour to inform The Customer when any significant specifications are to be amended.

4. Pricing

- 4.1. All prices stated on The Company’s website and literature include all applicable taxes.
- 4.2. Quotations are valid for a period of 30 days. Once The Customer places an order and the deposit is received, the price stated will remain fixed for a further period of 30 days.

5. Payments

- 5.1. A £200 holding deposit is required upon placing the order and is fully refundable up until Design sign-off is completed and signed by The Customer. At this point the balance of the deposit (50% of the sales price) is required.
- 5.2. Final payment of the outstanding balance is due strictly on or before the final day of installation.
- 5.3. If additional minor works (i.e. plastering, painting, electrics, trimming) or any remedial action is required after the main installation, a proportionate retention (reflecting the cost of outstanding work) is agreed between SilverLeaf Spaces Ltd and The Customer until the outstanding works are completed.
- 5.4. Any outstanding balance must be paid by bank transfer (copy of transaction required). All goods remain the property of The Company until the final balance is paid for in full.

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6. Cancellations

- 6.1. As all Products designed and fabricated by SilverLeaf Spaces are specifically made-to-order to the individual customer's specifications, they are exempt from cancellation rights.
- 6.2. The Customer may cancel an order and receive a full refund if the £200 holding deposit has been paid.
- 6.3. If The Customer cancels an order once the first 50% balance of the order has been paid, no refund will be given. The Customer accepts that the balance of the deposit is non-refundable as once this payment has been made to The Company, the order is put into full production.
- 6.4. If The Customer cancels an order once the base has been laid, they will forfeit the total sales price in full unless an alternative agreement has been confirmed between The Customer and SilverLeaf Spaces.
- 6.5. The Company reserves the right to cancel an order at any time, for any reason. In the event of SilverLeaf Spaces cancelling an order, a full refund will be given to The Customer.

7. Planning permission

- 7.1. Planning permission is not normally required. However, it is The Customer's responsibility to ensure that planning consent is not required for the installation of the outbuilding. We recommend you seek clarification from your local planning authority. SilverLeaf Spaces will not be held liable for any breach of Permitted Development/Planning regulations applicable to your property.
- 7.2. If the site is in a Conservation Area we recommend that The Customer contacts their local authority to confirm whether or not any Article 4 Directions (restrictions on your Permitted Development rights) have been applied to the property.
- 7.3. The Customer is responsible for ensuring that their building and its location complies with their Planning Approval conditions. SilverLeaf Spaces will not be liable for any changes a customer may make to the design, specification or location of a building once a Planning Application has been submitted or approved.

8. Scheduled dates

- 8.1. The Company will always endeavour to honour the estimated delivery/installation date. However, SilverLeaf Spaces cannot guarantee the installation date and cannot be held responsible for postponement or delay outside of our control, this may include but is not limited to extreme weather conditions, access difficulties, parking, traffic.
- 8.2. The Company cannot be held liable for any loss, damages, charges or expenses incurred by The Customer as the direct or indirect result of any delay in the delivery, installation or completion of an order. The Company will not be held financially liable for return visits that may be required for any rectification works to the building.
- 8.3. 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.

9. Work on site

- 9.1. The Customer is responsible for preparing the site as per the written notes on their Sales Order and any discussion that takes place with the Site Surveyor at the time of sale.
- 9.2. 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.
- 9.3. In accordance with the Site Preparation Notes, all sites/bases must be level with correct drainage in place, a clearance of no less than 400mm is required in addition to the external dimensions of the building to allow construction.
- 9.4. Failure to complete the necessary preparations may result in a delay of the installation schedule.
- 9.5. The Company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation and written agreement.
- 9.6. Whilst every care is taken to avoid any damage to the Customer's property, SilverLeaf Spaces cannot be held liable for unavoidable damage caused by the installation teams. The Customer accepts that some damage may be unavoidable, especially to access routes and the surrounding working areas.
- 9.7. We strongly recommend that garden landscaping is completed after the building has been installed to avoid any incidental damage.



- 9.8. The Company will install materials, fittings or appliances supplied by The Customer on a good will basis only. The Company will not be held liable for any damage to such items. No additional items will be fitted/installed unless agreed in writing with SilverLeaf Spaces.
- 9.9. The Company reserves the right to withdraw its employees or designated contractors from site where they deem the working conditions to be unsafe in accordance with current Health and Safety Regulations. In such cases The Company will discuss any necessary changes to the working environment/conditions with the Customer which must be carried out before works can continue.
- 9.10. All installation personnel have been trained and briefed on safe working practices including use of PPE (Personal Protective Equipment) in accordance with current Health and Safety regulations. If a full Risk Assessment and/or Method Statement are required by a customer, 6 weeks' notice must be given, and charges may apply based on the level of compliance required.
- 9.11. SilverLeaf Spaces Ltd is covered by liability insurance up to £1million. Full details are available on request.
- 9.12. Any completed design consultation is a visual inspection only and The Company cannot be held liable should any underground obstruction be discovered on commencement of works.
- 9.13. The Company reserves the right to cancel or postpone any works should unforeseen circumstances arise that affect The Company's ability to fulfil an order. In the event that The Company cancel the total installation of an order a full refund will be given to The Customer, unless it is found that such unforeseen circumstances have been directly caused by The Customer.

10. Foundations

- 10.1. The Customer is required to be present on date of installation of the foundations and is responsible for confirming the location of the garden room base prior to construction. Once this position has been confirmed and base constructed the position cannot be changed. The Customer should consider any areas surrounding the building that may be obstructed or restrict access to openings on or around the garden room.
- 10.2. No apertures or fittings for services not supplied by SilverLeaf Spaces will be made, unless agreed and confirmed in writing by SilverLeaf Spaces.
- 10.3. If an existing base has been used e.g. concrete slab, SilverLeaf Spaces cannot be held liable for subsidence or settlement issues.
- 10.4. Spoils created by the base team will not be removed from site unless agreed in writing prior to the works commencing.

11. Electrical works

- 11.1. A Part P certificate will only be supplied where SilverLeaf Spaces completes a full external connection of power and will only be supplied to The Customer once the final balance has been paid in full. The certificate can take up to 21 days to process. Where a full connection has not been made, readings are available on request. It is the responsibility of the certified electrician completing the full connection to certify the electrical works.
- 11.2. Every effort is made to provide an accurate quotation for electrical works, however, the inspection of The Customer's own armoured cable and consumer unit is only visual and is based on the assumption that The Customer's electrics comply with current building regulations. It is The Customer's responsibility to ensure that the 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. SilverLeaf Spaces cannot be held liable should the cable prove to be unsuitable or inadequate.
- 11.3. SilverLeaf Spaces 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. The Customer will be informed and quoted prior to any necessary additional works being carried out.
- 11.4. 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.

12. Guarantee

- 12.1. Garden rooms from SilverLeaf Spaces are covered by a comprehensive guarantee, activated once the final invoice balance is paid in full. The terms of the guarantee are as follows:
 - 10 years:
Design and manufacturing faults to the structure of the building (including rot and corrosion).



Internal misting in double glazing.
Door and window hinges and locks.

1 year:

External fascia

Internal linings and trim, floor covering, internal accessories.

Electrical installations and appliances, including underfloor heating and air conditioning units.

Electrical and network connections.

- 12.2. Garden rooms constructed by SilverLeaf Spaces under 'Permitted Development' should not be used for habitable accommodation. Use as habitable accommodation will invalidate the guarantee. Guarantee excludes normal 'wear and tear' and decorated surfaces.
- 12.3. No guarantee will be made by SilverLeaf Spaces against the effects of weather exposure on the colour of the external cladding. Siberian larch will naturally develop a silvery-grey patina over time. If it is desired that the natural cladding colour be preserved, it is recommended that the cladding should be treated by The Customer within 1 month of installation and every 6 months thereafter.
- 12.4. Door adjustments are not covered under guarantee and may be necessary from time to time. Adjustments can be easily carried out by The Customer – please contact SilverLeaf Spaces for advice.
- 12.5. Distortion or warping of timber fascia boards is not covered under guarantee; Timber is a natural product, and no guarantee can be made.
- 12.6. Superficial cracking of timber cladding and/or fascia boards is not covered under guarantee.
- 12.7. Glazing and glass is guaranteed for a period of 5 years. No guarantee will be made against scratches or imperfections in/on the glass once the sign-off of the building inspection has been completed.
- 12.8. Where underfloor heating has been installed, The Customer must ensure that all furniture is raised on legs. The use of flat base furniture will invalidate the guarantee.
- 12.9. Guarantee claims should be reported immediately on discovery of the fault. Failure to report a fault immediately may invalidate your guarantee. Once agreed, a maintenance team will be dispatched to remedy the issues free of any charge. SilverLeaf Spaces Ltd will not reimburse payments made to third party repair contractors without prior written consent.
- 12.10. If The Customer is deemed to be responsible for any faults to the building, all costs associated with remedial works will be charged to The Customer.
- 12.11. No guarantee will be made for materials, appliances or services supplied by The Customer to be installed by SilverLeaf Spaces Ltd. Such items are installed on a good will basis only.
- 12.12. The Company's liability shall not exceed the total purchase value of the of the Product and the taking of the steps it deems necessary to rectify any issues shall constitute an entire discharge of the Company's liability under this warranty.
- 12.13. The Company shall not be deemed liable for subsidence to the garden room or of the surrounding installation site unless such subsidence is caused by the negligence of the Company during installation.
- 12.14. Any structural alteration made to the building by The Customer, or a third party employed by The Customer will invalidate the guarantee and as such any related remedial works will be chargeable.
- 12.15. The Customer must ensure that adequate ventilation and drainage is in place around all sides of the building. Blocking in the sides of the building with paving or other landscaping material may result in excessive moisture retention either to the walls or to the base system. Blocking in the sides of the building will invalidate the guarantee.

13. Plastered buildings

- 13.1. It is the responsibility of The Customer to ensure that the building is well ventilated during the plaster drying process. The Company will not be liable for any cracking or moisture retention caused by lack of ventilation during the drying process.

14. Ventilation

- 14.1. The Customer should ensure that adequate heating and ventilation are supplied to the building throughout the year. The Company accepts no liability for issues caused by failing to heat or ventilate the building.
- 14.2. We advise that all buildings are fitted with at least one opening window for ventilation purposes.

15. Ground, gutter & roof maintenance



- 15.1. Garden rooms from SilverLeaf Spaces require no on-going maintenance however, it is advised that The Customer ensure areas around the building are kept clear and an air gap under the sides and rear of the building is maintained to ensure vegetation do not make contact with the structure.
- 15.2. Gutters should be periodically (twice a year) inspected and cleared of any debris.
- 15.3. 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 guarantee.

16. Liability

- 16.1. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Company for death or personal injury as a result of the Company's negligence or that of its employees or agents.