



# Eden Arc Limited

## Terms & Conditions

### DEFINITIONS

**Company:** is EDEN ARC Ltd., (Company number 12679232), registered office is at Eden Arc Limited, Castle Court, 41 London Road, Reigate RH2 9RJ, VAT number is GB 377 7557 37

**Customer:** the person, firm, business or unincorporated association that purchases goods or services from the Company

**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.

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

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

**Work Period:** from 7.00am to 6.00pm for every working day during the period that we have agreed to carry out the Work.

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

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

### 1. APPLICATION OF TERMS & CONDITIONS AND AUTHORITY

1.1. It is considered that any Customer entering into an Agreement with EDEN ARC 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.

1.2. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.



1.3. No variations of these terms and conditions shall be of any effect unless agreed by the Company in writing.

1.4. 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.

1.5. EDEN ARC Ltd reserves the right to amend these terms and conditions at any time.

## **2. OUR PRODUCTS & SERVICES**

2.1. Any information, specifications and measurements displayed in any Company collateral, website and any drawings should be considered as a reference guide only and do not form part of any Agreement or Contract.

2.2. The Company reserves the right to alter services, product design and specifications without prior notice. Changes to EDEN ARC Ltd services, products and specifications may include, but are not limited to, improving overall quality, materials and finishes or production and construction methodology, where materials or products are no longer available, meet specified standards or are no longer economical or viable. The Company will always seek to inform the Customer when any significant changes or variations have been made.

## **3. PRICING**

3.1. All prices stated on the Company's website and literature exclude VAT, which will be charged at the current rate.

3.2. EDEN ARC Ltd have a transparent pricing policy and will submit a quotation to the Customer based on the agreed specification; no discounts other than those agreed with the Customer at the time of order will be applied.

3.3. Upon an order being placed by the Customer, a Sales Confirmation will be issued and the price stated will remain fixed, and will remain so for no longer than 90 days if the project is placed on hold by the Customer .

3.4. Where additional work or variations in specification are requested by the Customer, the Company shall submit a quotation and price for that request prior proceeding with the additional work, and shall only proceed upon agreement with the Customer.

## **4. PAYMENTS**

4.1. Payment will be due in 3 installments;

- 1st Installment; Commencement payment of 50% of quoted Sales price, payable within 14 days days;
- 2nd Installment; Installation payment of 25% of quoted Sales price, payable within 14 days days;
- 3rd Installment; Completion payment of 25% of quoted Sales price, payable upon completion.

4.2. 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 EDEN ARC Ltd and the Customer until the outstanding works are completed.

4.3. Any outstanding balance may be paid by bank transfer (copy of transaction required) or by debit or credit card, unless other arrangements are made. If paying by cheque, it must be handed to the install team on the day of completion (cheques must be made payable to EDEN ARC Ltd). All goods remain the property of the Company until the final balance is paid for in full.



## **5. CANCELLATIONS**

5.1. EDEN ARC Ltd products are bespoke and built to Customer specifications, and therefore exempt from cancellation rights.

5.2. If the Customer cancels an order once the deposit has been paid, no refund will be given. The Customer accepts that the deposit is non-refundable as once this payment has been made to the Company the order is put into full production.

5.3. If the Customer cancels an order once the foundations have been laid they will forfeit the total sales price in full unless an alternative agreement has been confirmed between the Customer and EDEN ARC Ltd.

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

## **6. ORDERS ON HOLD**

6.1. If a Customer is not ready to proceed with an installation date they may place their order 'on hold' in which case the deposit will remain on account with EDEN ARC Ltd. Prices will remain fixed for a period of 90 days from the date the order is put on hold, after which any recent price updates will be applied to the order.

6.2. Orders may remain on hold for a period of 12 months before they are automatically cancelled. The Customer will be contacted at this time so that they may provide details for the refund of the holding deposit. No refund will be issued if the Customer has been supplied with AutoCAD documents (see clause 7.3).

## **7. PLANNING PERMISSION**

7.1. Planning consent is not normally required however, it is the Customer's responsibility to ensure that planning consent is not required for the installation of the Building. We recommend the Customer seeks clarification from any relevant local planning authority. EDEN ARC Ltd will not be held liable for any breach of Permitted Development/ Planning regulations applicable to the Customer's property.

7.2. If the site is in a Conservation Area EDEN ARC Ltd recommend that the Customer contacts their local authority to confirm whether or not any Article 4 Directions (restrictions on Permitted Development rights) have been applied to the property.

7.3. If the Customer has been provided with AutoCAD documents and they choose to cancel their order the holding deposit is non-refundable. The holding deposit is refundable if Planning Permission is declined on condition that proof of the refusal is provided.

7.4. The Customer is responsible for ensuring that their Building and its location complies with their Planning Approval conditions. EDEN ARC Ltd 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 INSTALLATION DATES**

8.1. EDEN ARC Ltd will always endeavour to uphold the estimated installation and completion date and programme of works. However, the Company cannot guarantee the installation date and will not be held responsible for postponement or delay for reasons outside of the Company's control, including but not limited to, access restrictions, parking, traffic, adverse weather conditions, changes to ground conditions.



8.2. The Company is not 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. All programmes of work provided to the Customer 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.

8.4. If the Customer postpones or delays the installation of the foundations or Building for any reason after payment of the 50% deposit has been made, the following penalties will be immediately incurred;

8.4.i. Within 35-15 days of the scheduled installation date: 25% of the total sales price;

8.4.ii. Within 14 days of the scheduled installation date: 40% of the total sales price;

8.4.iii. Any time after the foundations have been laid: 50% of the total sales price.

8.5. For any works booked in for optional upgrades, including but not limited to electrical connections, air conditioning installations, blind installations, plastering, painting, the full charges will continue to apply if the Customer cancels such work any time after the date(s) have been confirmed with the Customer.

## **9. WORK ON SITE**

9.1. The Customer is responsible for preparing the site as per the written Site Assessment notes on the Customer's Sales Confirmation and as per any discussions during the Site Survey with EDEN ARC Ltd.

9.2. The Customer is responsible for providing all necessary parking permits, access and permissions in advance of the foundations and Building installation dates. Access to electricity and water will be required on site.

9.3. The Company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation and written agreement.

9.5. Whilst every care is taken to avoid any damage to the Customer's property, EDEN ARC Ltd 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.

9.6. EDEN ARC Ltd strongly recommend that garden landscaping is completed after the Building has been installed to avoid any incidental damage.

9.7. The Company will install materials, fittings or appliances supplied by the Customer on a goodwill 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 on the Sales Order prior to the team visiting site.

9.8. The Company reserves the right to withdraw its employees or designated contractors from the 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.

9.9. 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.

9.10. EDEN ARC Ltd are covered by public liability insurance up to £5million. Full details are available on request.



9.11. The design consultation completed at the time of sale is a visual inspection only and the Company cannot be held liable should any underground obstruction be discovered on commencement of works.

9.12. 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 must be present on the foundations installation date and is responsible for confirming the location of the Building prior to construction. Once this position has been confirmed and the foundations installed 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 EDEN ARC Ltd will be made unless agreed and confirmed in writing on your Sales Confirmation.

10.3. If an existing base has been used e.g. concrete slab, EDEN ARC Ltd 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.

10.5. The Company will not be held liable for any issues with regards to the height of the building if the Customer has not levelled the site/ground in accordance with the Site Assessment Notes.

## **11. ELECTRICAL WORKS**

11.1. A Part P certificate will only be supplied where EDEN ARC Ltd 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 armored 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. EDEN ARC Ltd cannot be held liable should the cable prove to be unsuitable or inadequate.

11.3. EDEN ARC Ltd 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. Where EDEN ARC Ltd are to complete a connection of an existing cable or of a cable to be supplied by the Customer, it is the Customer's responsibility to run the cable from the main fuse board in the house to the garden room site. The Customer must ensure that there is an excess of at least 10 metres of cable reaching the site. Unless otherwise stated on the Customer's Sales Confirmation, EDEN ARC Ltd will not complete any of the works to run the cable, this includes clipping the cable to any boundary/wall/fence. Should the Customer request that such work is completed additional charges will apply.



11.5. 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.

11.6. Armored electrical and Ethernet cables are always run on the outside of the garden building, no armored cable will be run in the wall cavity.

11.7. No additional electrical work will be carried out by the Company or designated sub-contractors unless agreed in writing on the Sales Confirmation prior to the team visiting site.

11.8. EDEN ARC Ltd makes no guarantee as to the suitability of any WiFi powerline adapter, such as the TP HomePlug Solution. The liability of the Company for any Internet or Communications device or service will be limited to the value of that specific item only, as outlined on the Customer's Invoice.

## 12. YOUR GUARANTEE

12.1. EDEN ARC Ltd buildings are covered by a comprehensive guarantee, which is activated once the final balance is paid in full. The terms of your guarantee are as follows:

6 years:

Design and manufacturing faults to the structure of the building

3 years:

Internal misting in double glazing

Door and window hinges and locks

External decking

1 year:

External fascias

Internal linings and trim, floor covering, internal accessories, blinds

Electrical installations and appliances, including underfloor heating and air conditioning units Electrical and network connections

12.2. Buildings constructed by EDEN ARC Ltd under 'Permitted Development' should not be used for habitable accommodation. If used for habitable accommodation the guarantee is invalid. Guarantee excludes normal 'wear and tear' and decorated surfaces.

12.3. No guarantee will be made by EDEN ARC Ltd against the effects of weather exposure on the colour of the external cladding. Timber cladding will naturally fade over time, it is recommended that that any timber cladding on the EDEN ARC Ltd is treated by the Customer within 1 month of installation and every 6 months thereafter to preserve its original colour, unless the Customer has paid for this to be carried out by EDEN ARC Ltd.

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 call EDEN ARC Ltd for advice.

12.5. Warping of timber is not covered under guarantee; timber is a natural product and warping may occur.

12.6. Superficial cracking of timber cladding is not covered under guarantee.

12.7. EDEN ARC Ltd guarantee glass on windows and doors in accordance with the 'Glass and Glazing Federation' guidelines. 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 your guarantee.

12.9. Guarantee claims should be made to the main office 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. EDEN ARC 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 EDEN ARC Ltd. Such items are installed on a goodwill basis only.

12.12. The Company's liability shall not exceed the total purchase value of the Product and the steps deemed 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 Building 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 your guarantee and as such any related remedial works will be chargeable as per clause 12.10.

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. EDEN ARC Ltd adheres to NHBC guidelines on internal finishes, including plastering, skirting and floor finishes. Please contact the Customer Care office to obtain a copy of these guidelines. Plaster cracking over 2mm wide is covered under your guarantee for a period of 1-year.

13.2. 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 must 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. If the building is being used as a gym or exercise room it is especially important to maintain good ventilation. We recommend heating and ventilating your building before use and during use to avoid condensation on equipment.

### **15. GROUND, GUTTER AND ROOF MAINTENANCE**

15.1. It is the Customer's responsibility to ensure areas around the building are kept clear. An air gap under the sides and rear of the building must be maintained and clear of obstacles to ensure vegetation and weeds do not make contact with the building and lead to possible intrusion within the building. This will also ensure that no moisture cannot be trapped underneath the building.



15.2. Gutters and roofs should be inspected and cleared of all debris a minimum of twice a year.

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 your guarantee.

15.4. If remedial work is carried out and the defect is found to be a result of the Customer failing to maintain a clear area around the building the work will be chargeable to the Customer (as per clause 12.10).

## **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.