

TERMS & CONDITIONS

DEFINITIONS

In these conditions the following definitions apply:

Completion: the date on which JML notify you that the Project has been completed;

Contract Price: the price specified on the Quotation or such other price as may be agreed in writing between Us at any time after the date of issue of the Quotation;

Deposit: the deposit specified in the Quotation;

Goods: the products JML are selling to You as set out in the Quotation in connection with the Project;

JML: JML Garden Rooms (Company No.293557) whose registered office is at The Arns, Auchterarder, Perthshire, PH3 1EJ;

Order Confirmation: the letter issued to You by JML (in duplicate) in respect of the Project and to which these Terms and the Quotation are attached;

Project: the garden project to be provided by JML to You as described in the Quotation;

Quotation: JML's quotation for the Goods and Services appended to these Terms or any other quotation agreed between Us and provided to You in connection with the Goods and Services prior to you paying the Deposit;

Site: the site at which the Project is to be carried out;

Services: the services that JML are providing to You in connection with the Project as described in the Quotation;

Terms: these terms and conditions;

Us: JML and You;

Writing/Written: includes email and fax;

BASIS OF SALE

JML consider these Terms and the Quotation to set out the whole agreement between Us for the supply of the Goods and Services.

Any samples, drawings, descriptions or advertising JML issue, and any descriptions or illustrations contained in the JML catalogues or brochures, are issued or published solely to provide You with an approximate idea of the Goods and Services they describe and they do not form part of the agreement between Us for the supply of the Goods and/or Services.

JML have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting JML's business, changes in

technology, changes in payment methods, changes in relevant laws and regulatory requirements. You will be subject to the policies and terms in force at the time that You order the Goods and/or Services from JML, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that JML have not yet fulfilled.

QUOTATION / ORDER / PAYMENT

The Quotation is based upon information agreed between Us and is valid for 60 days from the date of the Quotation, unless JML notify you in writing that JML have amended or withdrawn it during this period, or a different period has been agreed between Us.

If You choose to accept the Quotation You will sign and return one copy of the Order Confirmation to JML and simultaneously make payment of 50% of the Contract Price specified in the Quotation to JML, which acts as the Deposit. The agreement between Us will be in place once JML have received (a) the Order Confirmation duly signed by You and (b) Payment of 50% of the Contract Price. Upon receipt of items (a) and (b) aforementioned JML will advise you of the anticipated date of the commencement of works on Site.

Please check that the details in these Terms and the Quotation are complete and accurate before You sign and return the Order Confirmation and make any payment. If You think that there is a mistake, please make sure that you ask JML to confirm any changes in writing.

A second payment of 25% of the Contract Price will be payable to JML on the day JML first deliver Goods to the Site with a final payment of 25% of the Contract Price payable to JML at Completion. The Goods remain the property of JML until you have paid in full the Contract Price.

Payments can be paid by bank transfer (copy of transaction required), to Account Name:

JML Contracts Ltd,
Bank of Scotland,
Bank Account : 10244462,
Sort Code : 80-46-38

Or by cheque (cheques should be made payable to JML Garden Rooms).



JML Garden Rooms

The Arns, Auchterarder, Perthshire PH3 1EJ

Tel: 01764 663668 Email: info@jmlgardenrooms.co.uk Web: www.jmlgardenrooms.co.uk

JML Garden Rooms

If you intend to make payment of the final payment of 25% of the Contract Price by cheque then the cheque must be handed to the install team at Completion.

DESCRIPTION OF GOODS

JMLs brochure, website, drawings and sample specifications are to serve as a guide only and do not form part of this agreement. JML reserves the right to alter specifications without prior notice. Some timber

sizes are nominal and subject to normal variations. Exact specifications of the Goods can be provided on request.

GUARANTEE

JML are covered by a comprehensive guarantee against design and manufacturing faults, material failure, corrosion and rot for a period of 10 years from the date of installation provided that JML installed the building. Hardwood doors and windows, floor coverings, electrical installations, electric appliances, heaters, accessories, telecoms, network and TV connections are covered by a one year guarantee.

GROUNDWORK

Unless otherwise agreed JML shall carry out the installation of the groundworks required for the installation of the Goods.

Where it has been agreed between Us that you will provide the groundworks, it will be Your responsibility to ensure that all groundworks have been completed (and if necessary a base installed at the Site) to a satisfactory quality so the Site is fit and adequate for the installation of the Goods by the agreed delivery date.

If the groundworks and base have not been completed in time for delivery or if they are defective or not of satisfactory quality (in our reasonable opinion), JML may charge You a reasonable sum to cover any expenses incurred by JML in rectifying the groundworks and base, together with any loss caused by a delay in delivering the Goods (except where this is caused by our breach of these conditions or our negligence).

ACCESS & STORAGE

You must provide JML with access to the Site during normal working hours as well as storage space for any

materials required by JML in connection with the Project.

OWNERSHIP / RESPONSIBILITY FOR THE GOODS

The Goods shall be Your responsibility from the time of delivery of the Goods to Site and you will bear the risk of any loss, damage, destruction or theft of the Goods except where it is caused by our breach of these Terms or our negligence.

PLANNING

Planning consent is not normally required however it is Your responsibility to ensure that planning consent is not required for the installation. JML recommend you seek clarification from your local planning authority.

CANCELLATION

You may at any time on or up to 14 days prior to the date JML commence works at the Site, cancel this agreement by providing JML with written notice. If you cancel this agreement, JML shall refund your Deposit and Your liability to JML shall be limited to all costs reasonably incurred by JML in connection with the Project up to the date on which JML received your written notice of cancellation.

If You cancel the Contract at any time after 14 days prior to the date JML commence works at the Site, Your Deposit shall not be refundable and You will be liable for payment to JML of all costs reasonably incurred by JML in connection with the Project up to the date on which JML received your written notice of cancellation.

If we cancel the Contract at any time we shall refund you the Deposit.

DEFECTIVE GOODS & SERVICES

In the unlikely event that the Services do not conform to these Terms, please let JML know as soon as possible after JML have carried them out. JML will, at JML's option, either:

- a) provide You with a full or partial refund, depending on what is reasonable; or
- b) re-perform the Services.

These Terms will apply to any replacement Services JML supply to You.



JML Garden Rooms

The Arns, Auchterarder, Perthshire PH3 1EJ

Tel: 01764 663668 Email: info@jmlgardenrooms.co.uk Web: www.jmlgardenrooms.co.uk

JML Garden Rooms

LIMITATION OF LIABILITY

If JML fail to comply with the Terms, JML are responsible for loss or damage You suffer that is a foreseeable result of JML's breach of the Terms or our negligence, but JML are not responsible for any loss or damage that is not foreseeable to JML. Loss or damage is foreseeable if they were an obvious consequence of JML's breach or if they were contemplated by Us at the time we entered into this agreement.

When JML have completed the installation and delivery of the Goods, JML will make good any damage to Your property caused by JML in the course of installation. However, JML are not responsible for the cost of repairing any pre-existing faults or damage to Your property that we discover in the course of the Project.

JML only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and we have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity. If You intend to use the Goods for a commercial or business purpose please discuss this with JML before submitting signing and returning the Order Confirmation to JML.

JML do not exclude or limit in any way JML's liability for:

- a)** death or personal injury caused by JML's negligence or the negligence of JML's employees, agents or subcontractors;
- b)** fraud or fraudulent misrepresentation;
- c)** breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- d)** breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description,

satisfactory quality, fitness for purpose and samples); and

- e)** defective products under the Consumer Protection Act 1987.

EVENTS OUTSIDE OUR CONTROL

JML will not be liable or responsible for any failure to perform, or delay in performance of, any of JML's obligations under these Terms that is caused by events outside of JML's reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond JML's reasonable control and includes, in particular (without limitation), the following:

- a)** strikes, lock-outs or other industrial action;
- b)** civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c)** fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d)** impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e)** impossibility of the use of public or private telecommunications networks; or
- f)** any acts or omissions of any subcontractor JML use in connection with the Project.

DATA PROTECTION

JML will only use the personal information You provide to JML to provide the Goods and Services, or to inform You about similar services which JML provide, unless You tell JML that you do not want to receive this information.



JML Garden Rooms

The Arns, Auchterarder, Perthshire PH3 1EJ

Tel: 01764 663668 Email: info@jmlgardenrooms.co.uk Web: www.jmlgardenrooms.co.uk