

## CONTRACTUAL TERMS AND CONDITIONS

First hour of initial site visit and production of an estimate is free. Further meetings and production of drawings will be classed as consultation and will be charged with travelling time at an hourly rate of £45.00/hour.

Building dimensions are nominal and based upon external wall sizes. Allowances for roof overhang must be made if the building has to go into a confined space. Clients with exact size requirements are responsible for checking all sizes detailed on documentation.

A signed copy of the estimate will define the contract and must be returned to Hutchinsons before work can be programmed. A telephone call to confirm start date will follow approximately one week before installation works are due to commence.

Should the client cancel or delay the start of scheduled works after this confirmation telephone call, Hutchinsons reserve the right to charge for any losses involved. Once pre-constructed in our yard, buildings will be stored for one month without charge. Buildings remaining in storage for longer than six months will be sold off, with any monies paid to date considered void.

A deposit payment of up to 50% of the total contract value must be returned with the signed agreement letter. Works continuing over a period longer than a week, interim invoices will be issued weekly for works carried out and goods supplied to date. Deposit payments will be calculated as part payment of the final invoice.

Invoices are payable by return. Failure to settle within 14 days will incur late payment penalty charges being added to the total outstanding invoice value at a rate of 10% + vat per week or part thereof. Hutchinsons also reserve the right to withdraw labour from site if payments fail to be made on time.

Client is responsible for ensuring suitable access for the building sections to be carried into position. Clients are also responsible for providing suitable access to normal services, e.g. water and electric supply, unless agreed in writing prior to confirmation of contract.

All goods shall remain the property of Hutchinsons until full payment under the entire contract has been received. Buildings left for more than 6 months will be considered abandoned, and the contract cancelled. No refund of deposit will be applicable.

All workmanship on buildings is guaranteed for twelve months. During this period, Hutchinsons agree to undertake reasonable remedial works to correct any faulty workmanship provided proper aftercare by the client can be established. It should be noted that our buildings are constructed from timber and so are susceptible to structural swelling / shrinkage depending upon the climatic conditions. Hence, Hutchinson's workmanship guarantee is restricted to one visit to correct any minor problems, such as sticking doors, caused by the swelling of their timbers.

Clients must inform Hutchinsons within 24 hours of delivery of goods to site of any dissatisfaction with the quality of those goods. Hutchinsons do not offer any guarantee above and beyond that offered by the original manufacturer for materials / parts incorporated into our structures. Should a faulty part require a site visit for it to be replaced, then the labour costs will be charged to the customer at a rate of £35 / hour, unless the original supplier agrees to cover this cost.

All concrete products may exhibit symptoms of efflorescence, (a subtle white bloom that may give the impression of colour fade). This is not detrimental to the product performance and Hutchinsons cannot be held responsible for its occurrence

It should be noted that wood is a natural product and susceptible to the influence of the moisture content in the air and ground. The resulting swelling and shrinkage will create stresses that will lead to some surface cracking; this is normal and will not result in any weakening of the structural integrity of the feature. Therefore, exchanges of cracked timbers at the request of the client will be for aesthetic reasons only and so will be subject to additional charges.

Modern regulations of electrical works state that installation of electrical supplies for lighting and power points in our in our building / landscaping schemes can be undertaken by our staff, but they need to be finally connected to the house electrical supply by an appropriately certified electrician. Temporary connection via a plugged in circuit breaker is permissible until the final hard wiring works are completed.

Hutchinsons cannot be held responsible for costs incurred due to unforeseen circumstances, e.g. contaminated soil, underground pipes, cables, springs, etc. arising at time of construction, which were not known or pointed out at time of survey/quotation.

Once materials have been installed in their final designated spot within the landscaping scheme, the client acquires responsibility for aftercare.

Although every effort will be made to create the garden structure according to the plan, modifications may sometimes be necessary. Any significant changes will of course be subject to client approval. Any work or materials additional to those specified on the plan or in the estimate, will automatically be charged for separately. Major additional works or changes to the planned works will normally require written approval of a revised estimate; however, should this, for whatever reason, not be practical we reserve the right to pass this cost onto the client.

Photographs / drawings may be produced before, during and after landscaping works and used by Hutchinsons Landscapes for publicity purposes unless expressly refused in writing prior to work commencing.