

Terms and Conditions of Supply of Deliverables

BBQ Lodges Ltd (trading as Country Garden Rooms)

These terms and conditions apply to the supply of Deliverables by BBQ Lodges Ltd (trading as Country Garden Rooms). Your agreement is with the company named in your Order. Your attention is drawn to Condition 15 which sets out your rights as a consumer (where you are a consumer) and Condition 13 which explains the limits on our liability to you.

1. Information About Us

1.1 We are:

(a) BBQ Lodges Limited trading as Country Garden Rooms, a company registered in England and Wales with company number 05510921 registered office at The Dutch Barn, Fair Oak Business Park, Norton Fitzwarren, Somerset TA4 1BZ referred to as "we", "us", "our".

2. Definitions

2.1 When the following words with capital letters are used in these Terms, this is what they will mean: (a) Defective: is defined in Condition 15.1(i); (b) Event Outside Our Control: is defined in Condition 14.2; (c) Deliverables: the Goods and/or Services that we are selling to you; (d) Goods: all goods supplied by us to you; (e) Intellectual Property Rights: all patents, industrial designs, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and "Intellectual Property Right" means any one of the Intellectual Property Rights; (f) Order: your order for the Deliverables (or any part of them); (g) Price: the price due from you for the supply of the Deliverables; (h) Services: the services provided by us to you, including designing, building and installing the Goods; (i) Terms: the terms and conditions set out in this document as the same are varied from time to time in accordance with Condition 4.1; and (j) you/your: the customer that places the Order with us and is named as such within the Order.

2.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise (please also see Condition 3.7).

3. Our contract with you

3.1 These are the Terms on which we supply Deliverables to you.

3.2 Please ensure that you read these Terms carefully and check that the details on the purchase order are complete and accurate before you sign and submit your Order. If you think that there is a mistake or if you require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

3.3 When you sign and submit an Order to us, this does not mean we have accepted your Order. Our acceptance of an Order will take place as described in Condition 3.4. If we are unable to supply you with the Deliverables, we will inform you of this in writing and we will not process the Order.

3.4 These Terms and the Order will become binding on you and us when we inform you that we are able to provide you with the Deliverables and a minimum deposit of 30% has been paid by you (see Condition 11.3), at which point a contract will come into existence between you and us. For the avoidance of doubt, the 30% deposit under this Condition 3.4, is the minimum deposit required to form a contract between you and us. We reserve the right to request an

additional deposit to progress towards the construction phase of the project.

3.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

3.6 The images of the Deliverables on our website or in our catalogues or brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours or the printed pictures accurately reflect the colour of the Deliverables. Your Deliverables may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Deliverables are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website or in our catalogues or brochures have a 5% tolerance.

3.7 We may communicate with you about your Order, using electronic means such as SMS and/or WhatsApp or other chat messaging facilities. To the extent we do so, those communications shall form part of the contract between you and us.

4. Our rights to make changes

4.1 We may revise these Terms from time to time. If we revise these Terms, we will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel your Order in accordance with Condition 15.2.

5. Your rights to make changes

5.1 You are entitled to request a change to your Order at any time prior to your acknowledgement that the specification and final drawings are correct. Your written or emailed acknowledgement will act as your final Order confirmation and no further changes can be made after this point.

5.2 We will let you know if the change is possible. Where your requested change means a change in the total price of the Deliverables or the expected delivery date, we will notify you in writing. You can either confirm that you wish to proceed with the requested changes or reject the changes and affirm your original Order.

5.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in Condition 15.

6. Delivery

6.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Deliverables and your address. However, unless you request otherwise, we will endeavour to agree a delivery date with you within six weeks from the date of your Order.

6.2 Whilst we will endeavour to deliver the Deliverables to you on a specific date agreed between us and you, time is not of the essence and we shall not be deemed to be in breach of contract or have any liability to you in the event of delayed delivery.

6.3 Occasionally our delivery to you may be affected by an Event Outside Our Control. See Condition 14 for our responsibilities when this happens.

6.4 Delivery of an Order shall be completed when we deliver and erect the Deliverables to the address you gave us.

6.5 You own the Goods once we have received payment in full.

7. Third-party manufacturer's guarantee of Goods

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7.1 Some third-party Goods come with a manufacturer's guarantee. To the extent we are able to do so, we shall pass on the benefit of the third-party manufacturer's guarantee to you. For further details, please refer to the manufacturer's guarantee (if any) provided with the Goods.

7.2 Any third-party manufacturer's guarantee is in addition to your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. Seller's guarantee of Goods

8.1 To the extent that we offer a manufacturer's warranty for any Goods you have ordered, the period of any such warranty (and the Goods that they apply to) will be stated in the Order. Any warranty we provide guarantees replacement of any component parts should they be found to be Defective within the warranty period specified in the Order. However, this guarantee does not apply in the circumstances described in Condition 8.2.

8.2 The guarantee referred to in Condition 8.1. does not apply to any defect in the Goods arising from: (a) fair wear and tear; (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party; (c) failure by you to operate or use the Goods in accordance with the user instructions; (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; and (e) any specification provided by you.

8.3 Timber is a natural product and prone to changes in appearance, including some movement and the occurrence of small knot holes or splits in extreme temperatures and weather conditions. Splits, knots or similar visual imperfections in the timber not affecting the structural integrity of the building will not be accepted as a valid reason for a claim against our warranty.

8.4 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. Planning Permission

9.1 You acknowledge and accept that it is your responsibility to determine whether planning permission is required in relation to your Order. You accept that we are under no obligation to advise or assist you in relation to this.

9.2 You further acknowledge that if planning permission is required, it is your sole responsibility to obtain it.

10. Building Regulations

10.1 You acknowledge and accept that you are fully and solely responsible for:

- (a) ensuring that the Deliverables meet all applicable building regulations, to the extent that such regulations apply; and
- (b) obtaining and holding place all such planning permissions, licences and/or consents that are required in connection with the supply and use of the Deliverables.

10.2 We accept no liability or responsibility for any failure by you to comply with your obligations under Condition 10.1.

10.3 If you require assistance regarding the applicability of building regulations we recommend that you seek further advice from your local Building Control Office.

11. Price and payment

11.1 The Price of the Deliverables will be set out in your Order. Our prices may change at any time, but price changes will not affect Orders that we have confirmed with you (unless Condition 11.2 applies).

11.2 Unless we say otherwise, our prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid for the Deliverables in full before the change in the rate of VAT takes effect.

11.3 We require a minimum deposit of 30% or such other sum as agreed between you and us to be paid at the time the Order is placed. We will not begin manufacture of the Deliverables and no contract will exist between you and us until the deposit is received by us in cleared funds (see Condition 3.4). Any deposit paid will be non-refundable except in the circumstances described at Condition 15.

11.4 The balance of the Price becomes due on the date the Deliverables are delivered and installed in accordance with the Order.

11.5 If you do not make any payment due to us on or before the due date for payment, we may:

(a) charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount; or

(b) enter upon your or a third party's premises where the Deliverables are stored and identify and repossess the Deliverables. You and any third party grant us an irrevocable license to enter any premises where the Deliverables are stored for such purposes

11.6 However, if you dispute a payment in good faith and contact us to let us know promptly that you dispute it, Condition 11.5 will not apply for the period of the dispute.

12. Intellectual Property Rights

12.1 You acknowledge that we are the owner or the licensee of all Intellectual Property Rights in the Deliverables. Under no circumstances shall any of the Intellectual Property Rights transfer to you.

13. Our liability to you

13.1 We do not in any way exclude or limit our liability where it would be unlawful to do so, including for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation; and

(c) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples).

IF YOU ARE A CONSUMER

13.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

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13.3 We will make good any damage to your property caused by us when installing the Deliverables. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property which we discover during installation.

13.4 We shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity that you suffer as a result of using the Deliverables for any commercial use.

IF YOU ARE A BUSINESS

13.5 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, we make no warranty as to the fitness of the Deliverables for any particular purpose even if that purpose is stated in your Order. This exclusion includes recommendations or advice from us to you relating to a specific enquiry. You must satisfy yourself as to the fitness for the purpose for which the Deliverables are intended.

13.6 We shall not be liable for a breach of warranty in accordance with Condition 8 unless:

- (a) you give written notice of the defect to us within 7 days of delivery, specifying the details of the defect and when the Deliverables were delivered. In the event of a defect which is not apparent on delivery you shall inform us in writing of such defect within 2 days of discovery of the defect; and
- (b) we are given a reasonable opportunity after receiving the notice to examine the Deliverables and you comply with any request from us to enable us to inspect the Deliverables.

13.7 We shall not be liable for breach of warranty in accordance with Condition 8 if:

- (a) you make any further use of the Deliverables after giving notice under Condition 13.6 (a); or
- (b) the defect arises because you have failed to follow our instructions (whether oral or in writing) as to the proper use, maintenance and treatment of the Deliverables or (if there are none) good trade practice; or
- (c) you alter or repair the Deliverables without our written consent.

13.8 Where any valid claim in respect of the Deliverables is made by you, we shall be entitled at our option to:

- (a) replace or repair the Deliverables where found not to conform to warranty at our cost; or
- (b) at our sole discretion, refund to you the Price (or a proportionate part of the Price) of the Deliverables found not to conform to warranty, and subject to Condition 13.1 we shall have no further liability to you.

13.9 Subject to Condition 13.1, our liability in connection with the sale and supply of the Deliverables shall be as follows:

- (a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings or loss of use, our liability shall be nil;
- (b) for any type of consequential, special or indirect loss or damage, our liability shall be nil; and
- (c) in respect of all other types of direct loss (whether in contract, tort or otherwise) our total aggregate liability under the contract shall not exceed the total Price of the Deliverables.

13.10 Any claim by you under this Condition 13 in respect of any Deliverables shall not entitle you to withhold or delay payment in respect of any other Deliverables in respect of which no such claim has been made whether or not those Deliverables form part of the same consignment.

14. Events outside our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.

14.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Deliverables to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

14.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Deliverables. Please see your cancellation rights under Condition 15. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks in accordance with Our cancellation rights in Condition 16.

15. Your rights to cancel and applicable refund

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, whether you are a consumer or business, how we are performing and when you decide to end the contract:

15.1 If what you have bought is Defective (as defined below) or not as described in your Order, you may have a legal right to end the contract (or to get the Deliverables repaired or to get some or all of your money back), please see Condition 17 for details of where you can find an explanation of your legal rights.

(i) "Defective" means any of the following: (a) the Deliverables are not of satisfactory quality; or (b) the Deliverables do not comply with any other term which is implied into this contract by law.

(ii) The images of the Deliverables on our website, in our catalogues and in our brochures are for illustrative purposes only. Your Deliverables may vary slightly from those images, as explained in Condition 3.6 above. Minor variations shall not render the Deliverables either Defective or not of satisfactory quality.

(b) If you want to end the contract because of a change to our terms, see Condition 15.2

(c) If you are a consumer and have changed your mind about the Deliverables, see Conditions 15.4 - 15.6. You may be able to get a refund if you are a consumer within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of

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any Deliverables. You will not be able to change your mind and receive a refund in certain circumstances, which are explained at Condition 15.3.

(d) In all other cases (if we are not at fault and there is no right to change your mind), see Condition 15.3.

15.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Deliverables which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the Deliverables or these Terms which you do not agree to (see Condition 4);

(b) we have told you about an error in the price or description of the Deliverables you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the Deliverables may be significantly delayed because of an Event Outside our Control;

(d) you have a legal right to end the contract because of something we have done wrong.

15.3 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the Deliverables are delivered and paid for. If you want to end a contract before it is completed where we are not at fault and Conditions 15.4 – 15.6 do not allow you to change your mind, contact us to let us know. The contract will end immediately. Any deposit paid by you will be non-refundable. Where the Deliverables are bespoke, made-to-measure or to a specification you have given us, we may charge you for an amount to cover the cost of all of the Services which we have carried out and the materials we have used to make your Goods up until the date on which you tell us you wish to end the contract. Depending on when you tell us you wish to end the contract, this may be most of or all of the price we agreed with you when forming our contract with you.

IF YOU ARE A CONSUMER

15.4 In accordance with the Consumer Contracts Regulations 2013, for most goods bought by consumers over the telephone, by mail order or by exchange of emails (but not those bought in one of our showrooms) you have a legal right to change your mind within 14 days of receipt of the goods and receive a refund of any amounts already paid to us (including, without limitation, any deposit you have made).

15.5 You do not have a right to change your mind in respect of:

(a) any Deliverables which you have bought in one of our showrooms; and

(b) any Deliverables which are bespoke, made-to-measure or which you have asked us to create to a specification.

15.6 If you are exercising your right to change your mind, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Deliverables, if this has been caused by your handling or using them in a way which would not be permitted in a shop or showroom. If we refund you the price paid before we are able to inspect the Deliverables and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

IF YOU ARE A CONSUMER OR BUSINESS

15.7 To end a contract with us, you can contact the company named in your Order, making sure to provide details of what you bought, when you ordered or received it and your name and address:

(a) BBQ Lodges Ltd – phone 01823 617797 or email at info@bbqlodges.co.uk; or

(b) Country Garden Rooms – phone 01823 617797 or email at info@countrygardenrooms.co.uk; or

15.8 If you end the contract for any reason after Deliverables have been delivered, you must allow us to collect them from you.

15.9 We will pay the costs of collection:

(a) if the Deliverables are Defective or not as described in your Order; or

(b) if you are ending the contract because we have told you of an upcoming change to the Deliverables or these Terms, an error in pricing or description, a delay in delivery due to an Event Outside Our Control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

15.10 If you are responsible for the costs of return and we are collecting the Deliverables from you, we will charge you the direct cost to us of collection.

15.11 Your refund will be processed within 14 days of your telling us you have changed your mind or of us collecting your Deliverables if delivery has taken place.

16. Our rights to cancel and applicable refund

16.1 If we have to cancel an Order for Goods before the Deliverables are delivered due to an Event Outside Our Control or the unavailability of stock, we will promptly contact you.

16.2 If we have to cancel an Order under Condition 16.1 and you have made any payment in advance for Deliverables that have not been delivered to you, we will refund these amounts to you. Your refund will be processed within 14 days of us telling you that your Order has been cancelled.

17. If there is a problem with the Goods

17.1 If you have any questions or complaints about the Deliverables, please contact us. You can contact the member of staff you dealt with when placing your Order or alternatively, you can contact the company named in your Order using the following details:

(a) BBQ Lodges Ltd - phone on 01823 617797 or write to us at info@bbqlodges.co.uk and/or at Country Garden Rooms at The Dutch Barn, Fairoak Business Park, Norton Fitzwarren, Somerset TA4 1BZ

17.2 We have a legal duty to supply you with Deliverables which are in conformity with this contract. You will give us a reasonable opportunity to repair or fix any defect and we will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for us to repair or fix a defect with the Deliverables. You have legal rights if the Deliverables are Defective or not as described in the Purchase Agreement. Consumers can obtain advice about their legal rights from a Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

18. How we may use your personal information

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18.1 We will only use your personal information as set out in our Privacy Policy which can be found on our website.

19. Other important terms

19.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

19.2 This contract is between you and us. No other person shall have any rights to enforce any of its Terms.

19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.5 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.