



Terms and conditions for the supply of goods and services forming part of the contract

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Please read the following important terms and conditions before you agree to enter in to this contract for the supply of goods and services from us and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract applies where we enter into a contract with you at your house or work premises.

In this contract:

- **'we', 'us' or 'our'** means Greenspace Living Limited a registered company in England and Wales with company number 12919112 whose registered office address is Hollybush Cottage, Cwm Road, Govilon, NP7 9RN, VAT number 372440508; and
- **'you' or 'your'** means the person buying goods and services from us.

If you have any questions about this contract or any orders you have placed, please speak with our representative or contact us by:

- sending an email to Greenspace Living wearegreenspace@gmail.com; or
- filling out and submitting the online contact form available on our website at <https://www.greenspaceliving.co.uk>; or
- calling us on 07854 795225 during business hours Monday to Friday.

Do you need extra help?

If you would like this contract in another format (for example large print) please contact us using the contact details at the top of this contract.

Who are we?

We are Greenspace Living Limited a registered company in England and Wales with company number 12919112 whose registered office address is Hollybush Cottage, Cwm Road, Govilon, NP7 9RN.

Our VAT number is 372440508

1 Introduction

- 1.1 If you buy goods and services from us you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply only if you are buying services from us as a consumer (ie for purposes outside of your business, craft or profession). If you are buying services from us in the course of business, our business terms and conditions apply to such purchases. For a copy of such terms, please speak to our representative or visit the following website: <https://www.greenspaceliving.co.uk>
- 1.3 When buying any goods or services from us you also agree to be legally bound by:
- 1.3.1 our terms and conditions
 - 1.3.2 and any documents referred to in them;
 - 1.3.3 extra terms which may add to, or replace some of, this contract. This may happen for example if you decide to change the scope of goods or services that you instruct us to provide during the course of works. specific terms which apply to certain services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below).

Information we will give you

We will give you information on:

the main characteristics of the goods and services you want to buy

who we are, where we are based and how you can contact us

the total price of the goods and services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)

the arrangements for payment, carrying out the services and the time by which we will carry out the services

how to exercise your right to cancel the contract and the costs of doing so

our complaint handling policy

our after-sales services

in some circumstances third party warranties / guarantees

how long the contract is for and how to end it

2.2 We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause).

2.3 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Our **Privacy Policy** is attached to this contract

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering goods and services from us

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation given by us before you make an order for goods and services is not a binding offer by us to supply such services.

4.3 When you decide to place an order for goods and services with us, this is when you offer to buy such goods and services from us.

4.4 When you place your order with our representative, they will acknowledge it in person, or if this is not possible, by letter or by email. This acknowledgement does not, however, mean that your order has been accepted by us.

4.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.5.1 we cannot carry out the services (for example, because we have a shortage of staff or on site issues prevent work being undertaken for health and safety reasons);

4.5.2 we cannot authorise your payment;

4.5.3 we are not allowed to sell the services to you;

- 4.5.4 there has been a mistake on the pricing or description of the goods and services.
- 4.6 We will only accept your order when our representative confirms this to you by letter or we email you to confirm this (**Confirmation Email**). At this point:
- 4.6.1 a legally binding contract will be in place between you and us; and
- 4.6.2 we will start to carry out the provision of goods and services in the way you and we have agreed.
- 4.7 If you are under the age of 18, or if you are not the legal owner of the property where you have instructed us to provide goods and services you may not buy any goods and services from us.

5 Right to cancel

- 5.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the goods and services during the cancellation period and the services are fully performed (ie the goods are ordered or work is completed) during this period. This is further explained in clauses 5.6 and 5.7 below.
- 5.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the top of this contract. You may use the model cancellation form attached to this contract, but it is not obligatory.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 We will not start providing the services, or ordering the goods during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services and ordering the goods during the cancellation period by completing and signing the request form attached to this contract and giving it to our representative or sending it by post or email to the address provided above. By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract once the services are fully performed or goods ordered. If you do not sign and return the request form, we will not be able to start providing the services or ordering the goods for you until the cancellation period has expired. We are not obliged to accept your request.
- 5.6 This means that if you requested for us to start providing the services or ordering goods during the cancellation period and the services are fully performed (ie the work is completed) and goods ordered during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- 5.7 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 10 below.

6 Effects of cancellation

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
- 6.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
 - 6.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.
- 6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7 Further effects of cancellation of goods ordered

- 7.1 If you cancel this contract once goods are ordered, we may not be able to reimburse to you all or any of the payments received from you as to goods ordered.
- 7.2 We may make a deduction from the reimbursement for loss in value of any goods supplied if they are made to measure or cannot be returned to the supplier.

8 Delivery of goods

- 8.1 You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. In other words, the risk in the goods passes to you when you take, or a third party notified by you takes, possession of the goods.

9 Carrying out of the services

- 9.1 We will carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, we will carry out the services within a reasonable time.
- 9.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
- 9.2.1 you change the services (and this means we have to do extra work or wait for extra materials);
 - 9.2.2 Force majeure events outside of our control (such acts of god, terrorism, insurrection, or government public health restrictions)

- 9.2.3 we have to wait for your other providers to complete their work before we are able to carry out the services;
- 9.2.4 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
- 9.2.5 we cannot access the site at the times we agreed with you;
- 9.2.6 you have not prepared the site in the way we agreed with you; or
- 9.2.7 poor weather conditions;
- 9.2.8 the condition of the property, building, ground or utilities in the vicinity presenting a health and safety risk to us or third parties.

When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:

- 9.2.9 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
- 9.2.10 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services; or
- 9.2.11 Whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.

9.3 If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:

- 9.3.1 we will order them from elsewhere and return later to continue to carry out the services;
- 9.3.2 we may charge you for any travel time at our standard scale of charges in force at the time of your order up to a maximum of £250. We will let you know if we intend to do this;
- 9.3.3 we may charge you for time spent in contacting suppliers up to a maximum of £100.. We will let you know if we intend to do this.

10 Charges and payment

- 10.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 10.2 Depending on the work you have instructed us to carry out, we charge for our services on an estimates basis. This will be based on our best guess, from our experience, on how much our services will cost. We may charge you a lower or higher amount than stated in the estimate. Where we charge you a higher amount, this might occur for a number of reasons, in

particular, if what you need us to do changes, or the amount of services you need us to carry out increases or is different from what we and you agreed before we started carrying out the services; or when we carry out the services, it becomes clear the extent of services we will need to carry out is different from what we agreed before we started carrying out the services and we could not have reasonably foreseen this.

- 10.3 We provide estimates only, and do not give quotations or binding indications of how much we will charge. Your bill will show the dates when the services were carried out and other key information. Please contact us using the contact details at the top of this contract if you want any further information on your bill or have a query on it.
- 10.4 We accept cash and BACS transfers. We do not accept cheques
- 10.5 You will be invoiced for goods and materials required at the outset of the contract. You will then be charged 50% of the contract price before installation works are commenced with the remaining 50% on completion.
- 10.6 If your payment is not received by us in accordance with clause 10.5, we may charge interest on any balance outstanding at the rate of 5% percentage points per year above Barclays Bank plc's base rate. We will email you to let you know if we intend to do this.
- 10.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- 10.8 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate, but exclude any variations permitted under these terms and conditions.

11 Nature of the services

- 11.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
- 11.1.1 where the price has not been agreed upfront, the cost of the services must be reasonable; and
- 11.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.
- 11.2 We are under a legal duty to supply you with services that are in conformity with this contract.

12 Faulty services

- 12.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights.
- 12.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 12.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this contract.
- 12.4 The provision of goods may be subject to manufacturer warranties. Any rights of action for defects in said goods ought to be pursued under such warranties and we offer no liability in

respect of such defects. We have no responsibility for product failure where the goods have been installed as per the manufacturer's recommendation.

- 12.5 Beyond their standard duty of care, the Company cannot accept liability for the condition and/or suitability of a property in respect of the Goods ordered or any matters that may arise as a consequence. In the highly unlikely event that an Goods cannot be safely installed in its proposed location due to inadequate load bearing, the Customer agrees to a) pay for the cost of to overcome this, b) accept the Goods on a supply-only basis for installation by others at a reduction of the order value as calculated by us, or c) agree to install the Goods in an alternative location/position deemed to be safe by the installer.
- 12.6 Where the company connects products or accessories to the main electrical supply of the customer's property a qualified electrician will be used where required. The company accepts no responsibility for any damage or interruption caused to the existing electrical supply. The company accepts no responsibility for damage to fixtures, fittings or the customer's property.
- 12.7 We have public and product liability insurance to the value of £5,000,000

13 **Planning**

- 13.1 It is the sole responsibility of the Customer to comply in every respect with all relevant planning and building regulations requirements, statues, order in council, regulation, by-laws or other lawful requirements and to obtain all necessary consents, licences, permits or authorities which may be required in connection with the work to be performed pursuant to the contract

14 **Product specific performance terms**

14.1 Awnings

Our awnings are installed as per the manufacturer's recommendations. The pitch of the awnings are preset at 14 degrees by the manufacturer which is the required pitch for optimum rain run off according to EN13561. Should the company be required to alter this, no responsibility is accepted for any loss of performance. Although every care is taken during the awning survey to provide as much shade as possible. Ideally 500mm each side of the opening and a minimum of 2.5m projection, the company accepts no responsibility for the shade achieved from the installation. The company normally sets the awning leadrail height between 2.0 & 2.1m depending on the available positioning of the awning cassette.

14.2 Verandas

The verandas are installed as the manufacturers recommendations and as the CAD drawing from the manufacturer for the project. The company accepts no responsibility for any deviation from the project CAD drawing should the customer request a change once the final version has been signed off.

14.3 Composite decking

Composite decking is installed as per the manufacturer's recommendations. Where these have been deviated from by request of the Customer, the Company cannot accept any responsibility. Every care will be taken to avoid existing services and ground features when installing the decking base the company cannot accept any responsibility for damage.

Where the customer has requested the composite decking be fitted on an existing timber base every effort will be taken to ensure the structural stability and provide a new fixing face; the company accepts no responsibility for the performance of the product where an existing base is used.

During the survey process the company will make the customer aware of the features of the individual composite decking products. The company accepts no responsibility for the product performance (fading, slip resistance or degradation over time).

14.4 Louvred pergolas

Louvred pergolas are installed as per the manufacturer's recommendations. Every care will be taken to avoid existing services and ground features when installing.

15 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

16 Limitation on our liability

16.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

16.1.1 losses that were not foreseeable to you and us when the contract was formed;

16.1.2 losses that were not caused by any breach on our part;

16.1.3 business losses; or

16.1.4 losses to non-consumers.

17 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

18 Disputes

18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.

18.2 If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.

18.3 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

18.4 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

Signed by <i>[insert name of director or other authorised signatory]</i> for and on behalf of <i>[insert name of company]</i> <i>[signature of director or other authorised signatory]</i> [Director OR Authorised signatory]
Signed by <i>[insert name of individual]</i> <i>[signature of individual]</i>

APPENDIX 1
MODEL CANCELLATION FORM

Model cancellation form

To Greenspace Living Limited a registered company in England and Wales with company number 12919112 whose registered office address is Hollybush Cottage, Cwm Road, Govilon, NP7 9RN.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

APPENDIX 2

REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE CANCELLATION PERIOD

If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post to *[insert address]* or by email to *[insert email address]*.

Request for services to be provided during the cancellation period

I/We [*] hereby request that *[insert trader's name]* starts supplying *[describe services]* during the 14-day cancellation period.

I/We [*] understand and acknowledge that I/we [*] will still have the right to cancel the contract during the 14-day cancellation period, but that if I/we [*] do so, I/we [*] will be required to pay for the services carried out by *[insert trader's name]* until I/we [*] told *[insert trader's name]* that I/we [*] wished to cancel the contract. This will be an amount which is in proportion to the services carried out by *[insert trader's name]* in comparison with the full coverage of the contract.

I/we [*] further understand and acknowledge that I/we [*] will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (ie the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):

Address of customer(s):

Signature(s):

Date:

[*] Delete/insert details as appropriate.

APPENDIX 3 PRIVACY POLICY

Our contact details.

Greenspace Living Limited a registered company in England and Wales with company number 12919112 whose registered office address is Hollybush Cottage, Cwm Road, Govilon, NP7 9RN

Phone Number: 07584 795225

E-mail: wearegreenspace@gmail.com

The type of personal information we collect.

We currently collect and process the following information:

- Your name
- Address
- Telephone number
- Email address
- Website user statistics
- Social media information

How we get the personal information and why we have it

Most of the personal information we process is provided to us directly by you for one of the following reasons:

- To obtain a quotation
- To obtain further information about our products and services

We also receive personal information indirectly, from the following sources in the following scenarios:

- Third party suppliers and trading partners with your consent

We use the information that you have given us in order to

- To obtain a quotation
- To obtain further information about our products and services

We will only share this information with other individuals or organisations for the purpose of obtaining quotations and provision of additional specialist services connected to the installation of our products such as:

- Our suppliers for delivery of materials and procurement purposes
- Sub-contractors for provision of specialist services

Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

- (a) Your consent. You are able to remove your consent at any time. You can do this by contacting us at wearegreenspace@gmail.com
- (b) We have a contractual obligation.

(c) We have a legitimate interest.

How we store your personal information

Your information is securely stored electronically.

We keep Name, Address, telephone number, email for 6 months or the duration of any warranty associated with a purchased product. We will then dispose your information by deleting it from our database.

Your data protection rights.

Under data protection law, you have rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

Your right to object to processing - You have the the right to object to the processing of your personal information in certain circumstances.

Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at wearegreenspace@gmail.com, 07854 795225 and or at the address above if you wish to make a request.

How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us at wearegreenspace@gmail.com, 07854 795225 and or in writing to the address above.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Helpline number: 0303 123 1113
ICO website: <https://www.ico.org.uk>

APPENDIX 4
COMPLAINT HANDLING POLICY

This policy explains how:

- 1 - You the customer can raise a complaint about our goods and services; and
- 2 - how we deal with your complaints

We always aim to provide high quality goods and services and provide a high quality of customer care. We recognise however that sometimes we may not get things right and as such, it is important that you can raise any issues and complaints with us.

How to make a complaint

If you would like to make a complaint, you can do so via email to: wearegreenspace@gmail.com

Information

Please include the following information in your complaint.

- Your full name
- Your contact details (telephone and email)
- The fact that you are raising a complaint
- Any relevant dates and times which are relevant to your complaint
- The type of goods or services we have provided to you
- Any order or reference numbers we have provided to you
- A key summary of the problem or problems you have experienced and why the goods or services were not satisfactory.

What to expect

Complaints will be processed during our business hours of which are:

Monday to Friday 09:00 to 17:00

Complaints will be dealt with by our complaints manager David Prout

Acknowledgement

We will acknowledge your complaint within two business days of receipt of it.

Investigation

Our complaints manager will then conduct a thorough investigation into your complaint. Our complaints manager may need to contact you in order to obtain further details during the investigation.

Response

A response to your complaint will ordinarily be provided to you via email.

Our complaints manager will ordinarily provide the full response within 14 business days of our receipt of your complaint. Sometimes, the investigation may take longer. If this is the case our complaints manager will contact you to tell you, and you will be provided with a revised timeframe within which you should expect to receive a response. You will receive regular updates thereafter.

Our complaints manager may agree with all or some of your grounds of complaint. If this is the case, we will aim to offer a satisfactory solution to you.

We will offer the solution which our complaints manager judges is most appropriate in the circumstances.

If our complaints manager does not agree with your grounds of complaint, you will be provided with full details to explain why this is the case. If you are unhappy with this decision you may wish to progress matters externally.

We would always hope that disputes can be resolved at the lowest possible level. However, if the complaint cannot be resolved in this manner, you may wish to obtain legal advice and/or explore other legal remedies which may be available to you

Please contact us if you wish to invite us to engage in any method of Alternative Dispute Resolution.

Information about your legal rights as a consumer can be found on the [Citizens Advice Bureau website](#)