

## TERMS AND CONDITIONS OF SALE

### URBANPODS LTD

#### DEFINITIONS

The “Company” is urbanpods Ltd.

The “Customer” is the person, firm or company who purchases the product or services from the Company.

#### 1. APPLICATION OF THESE TERMS AND CONDITIONS

- 1.1. It is considered that any customer entering into an agreement with urbanpods 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. urbanpods Ltd reserves the right to amend these terms and conditions at any time
- 1.3. No variations of these terms and conditions shall be of any effect unless agreed by the Company in writing.
- 1.4. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 1.5. The contract shall in all respects be construed and operated as a Scottish contract governed by Scottish law and any dispute arising out of, or in connection herewith, shall be referred to the Scottish courts.

#### 2. OUR PRODUCTS

- 2.1 The company website, brochure and any elevation drawings serve as a guide only and do not form part of any contract.
- 2.2 The company make every effort to be as accurate as possible however precise measurements indicated on our website, in our brochures and on any order documentation are subject to reasonable levels of tolerance.
- 2.3 The company reserves the right to alter specifications without prior notice. Changes to product specification are rare and reasons for doing so may include, but are not limited to, improving general quality or efficiency of the product, because the material is no longer available to the company or for drastic changes in material costs. The company will always endeavour to inform the customer when any significant specifications are to be amended and the company will endeavour to ensure any alternations in materials and specification will not result in a reduction of quality or lifespan of the building.

### 3. PRICING

- 3.1. All prices stated on the company's website and literature exclude VAT at the current rate.
- 3.2. urbanpods Ltd adhere to a transparent pricing policy; no discounts other than those advertised on our website and/or in our Showroom at the time of order will be applied.
- 3.3. Once the customer places an order and the deposit is received, a sales confirmation will be issued and the price stated will remain fixed, unless the order is put on hold for longer than 90 days.

### 4. PAYMENTS

- 4.1. Payments are scheduled as follows:
  - 30% is required to secure the installation date and enable us to manufacture the pod
  - Second instalment of 40% is required 4 weeks before delivery
  - The final 30% is payable when the pod materials and delivery is made to the client's property and the work has commenced
- 4.2. Any outstanding balance may be paid by bank transfer (copy of transaction required) or by debit or credit card unless other arrangements are made). All goods remain the property of the company until the final balance is paid for in full.
- 4.3. Any additional work that is requested by the client (either during the order or during the installation) will be paid in full and upfront prior to the work being carried out
- 4.4. If the final 30% payment isn't transferred on the day of the delivery to the clients property, urbanpods Ltd reserve the right to cancel the project, no refund will be given for payments that have been made prior and materials will be removed from site.

### 5. CANCELLATIONS

- 5.1. As all Products designed and manufactured by urbanpods Ltd are made-to-order, to customer specifications, they are exempt from cancellation rights.
- 5.2. Order cancellations by the customer are on the following terms:
  - If the pod order is cancelled at any point during the process the 30% deposit payment is not refundable.
  - The pod order can only be cancelled up until 5 working days prior to the second payment date specified on the sales confirmation (i.e. 5 weeks before installation). The 40 % second instalment and all other payments are required to be paid on this date in event that the order is cancelled.
- 5.3. The company reserves the right to cancel an order at any time, for any reason. In the event of urbanpods 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 holding deposit will remain on account with urbanpods Ltd. Prices will remain fixed for a period of 60 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.

## 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 outbuilding / urbanpods Ltd. We recommend you seek clarification from your local planning authority. urbanpods Ltd will not be held liable for any breach of Permitted Development/Planning regulations applicable to your property.
- 7.2. If the site is in a Conservation Area we recommend that the customer contacts their local authority to confirm whether or not any Article 4 Directions (restrictions on your Permitted Development rights) have been applied to the property.
- 7.3. The customer is responsible for ensuring that their building and its location complies with their Planning Approval conditions. urbanpods 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.
- 7.4. If urbanpods Ltd have been appointed to carry out a planning application service (submission of detailed drawings to the local authority for approval prior to build) on the client's behalf and approval is granted, the client must appoint urbanpods Ltd to carry out the work on site, or building aspect of the approved drawings. urbanpods Ltd will not accept another company carrying out the build aspect at the client's property using urbanpods Ltd design and build details.
- 7.5. If urbanpods Ltd have been appointed to carry out a planning application service (submission of detailed drawings to the local authority for approval prior to build) on the client's behalf, urbanpods Ltd cannot guarantee that approval will be granted and are not liable for any costs or fees or damages should approval not be granted for the proposed urbanpod build.
- 7.6. urbanpods Ltd cannot guarantee timescales from appointment to carry out the planning application service to the actual submission of the planning application to the local and relevant authority, as a general rule of thumb, this service can take an estimated timeframe of between 8-12 weeks. Urbanpods Ltd are not liable for any costs incurred due to delays with the local authorities timeframe for assessment of the application, nor timeframe for architectural design work, as a general rule of thumb the architect drawing and design work can take anything from 2 weeks to 4 weeks to prepare the planning application drawings and paper work and issue to the local authority for assessment

- 7.7. urbanpods ltd cannot also guarantee safe and speedy passage for the application through the planning authorities consultation period, as a general rule of thumb, most councils are allocation 8-12 weeks for consultation period and assessment of the application, although, this may take longer, urbanpods ltd are not liable for any costs or fee's due to delay or consequences in general due to planning application timeframes.
- 7.8. Once urbanpods ltd are appointed to carry out the planning application service for the client, the fee is due at appointment stage. This fee is non-refundable, regardless of whether planning permission is obtained or declined, the fee is due and non-refundable and the application will not be submitted to the local and relevant authority until payment for this service is made in full. The fee's for the planning application service will be £1560 including vat, this cost also includes the council registration fee of £300 including vat

## **8. SCHEDULED DATES**

- 8.1. The company will always try to honour the estimated delivery/installation date, 98% of our buildings are delivered and installed within the estimated time. However, we cannot guarantee the installation date and cannot be held responsible for postponement or delay outside of our control, this may include but is not limited to extreme weather conditions, access difficulties, parking, traffic, covid, Brexit, supply chain material shortages.
- 8.2. The company cannot be held 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. Any time frames given to the customer to suggest the duration of an installation 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. 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 still apply if the customer cancels such work any time after the date(s) have been confirmed with the customer.
- 8.5. Around 4 weeks prior to the installation phase the client will be invited to the urbanpods showroom to have a choices meeting, this meeting is to finalise any specification items, windows and doors, floor colours, build phase requests. This is the final point in the order process for windows and doors to be confirmed. Windows and doors cannot be changed after this point, the client accepts that additional charges will be applied for changes to windows and doors after this point. The customer also accepts that the consequence of changing the windows and doors will also result in a delay to the overall project timeframe, urbanpods ltd will not be held liable for any consequence from delays due to the project timeframe expiring

## **9. WORK ON SITE**

- 9.1. The customer is responsible for preparing the site as per the written notes on their Sales Order and any discussion that takes place with the Site Surveyor at the time of sale.

- 9.2. The customer is responsible for providing all necessary parking permits, access and permissions in advance of the base and building installation dates. Access to electricity and water is required on site.
- 9.3. A clearance of no less than 400mm is required in addition to the external dimensions of the building to allow construction.
- 9.4. Failure to complete the necessary preparations may result in a delay or, in certain circumstances, cancellation of the installation schedule.
- 9.5. The company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation and agreement.
- 9.6. Whilst every care is taken to avoid any damage to the Customer's property, urbanpods Ltd cannot be held liable for unavoidable damage caused during the installation process. The customer accepts that some damage may be unavoidable, especially to access routes and the surrounding working areas, paving, grass areas, monoblock, tarmac, fences, patio areas, render, roughcast, glazing. It is the customer's responsibility to allow urbanpods Ltd one car parking space on the driveway, if there is only space for one vehicle on the driveway, this should be given to urbanpods Ltd for the duration of the project. If there is not an available space within the driveway, urbanpods Ltd will not be held responsible for any damage to any vehicle within the driveway, property or surrounding area
- 9.7. We strongly recommend that garden landscaping is completed after the building has been installed to avoid any incidental damage.
- 9.8. The company will install materials, fittings or appliances supplied by the customer on a good will 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.
- 9.9. The company will when requested use paint provided by the customer however will not guarantee the quality of the paint. Any paint provided by the customer must be new and in an unopened tin. If the paint fails, by discoloration, flaking, snake skin or any defect it is the customer's responsibility and not that of urbanpods Ltd.
- 9.10. The company reserves the right to withdraw its employees or designated contractors from 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.
- 9.11. 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.
- 9.12. urbanpods Ltd are covered by liability insurance up to 1million. Full details are available on request.
- 9.13. The design consultation period 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. It is the customers responsibility to check sizes and design details at design stage. The design is a visual representation of the finished product, urbanpods ltd are not liable or responsible for any discrepancies with ground levels or changes to ground levels that differ to that on the design visuals

- 9.14. Where the installation is taking place within a new build property garden, the garden should have granular material spread around the footprint / location of the pod if the garden hasn't been prepared prior with newly laid turf or hard landscaping. The client accepts that they require to have the area around the pod prepared either by spreading granular material or the garden prepared with turf or hard landscaping prior to the commencement of the pod
- 9.15. 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. The company will not tolerate abuse from the customer to any of its employees directly or indirectly, whether that be sales staff, office staff or installation members of staff. The company reserves the right to withdraw its employees from the property, if the project is not complete by this point, urbanpods ltd will not issue a refund
- 9.16 urbanpods ltd are not held liable or responsible for any ground level variations, the 3-dimensional drawings and visuals submitted at the survey return stage following from the on-site survey are purely to show the proposed urbanpod position and specification. The urbanpod will be placed on the existing ground level. If the height of the structure varies due to the varying ground levels and conditions, urbanpods ltd are not responsible or liable for "making the ground up" or cutting / scribing the pod to suit the varying ground level. It is the customers responsibility to fill around the pod to close any gap that becomes apparent with the pod placed on the varying ground conditions.
- 9.17 The customer accepts that standing water will always be evident on the roof or surface of the urbanpod product. Standing or remaining water left on the roof surface does not affect the material or performance of the product. Water will always collect and remain on the roof surface, with the majority making its way to the gutter, urbanpods ltd cannot guarantee that water will not be left standing or remaining on the surface of the roof after a rainfall event. Standing water is a normal occurrence and will not affect this guarantee or affect the performance of the roof material overall. The customer accepts this term and condition and accepts that water will always in places or in part remain on the roof after a rainfall event

## 10. BASES

- 10.1. The customer must be present on the base date and is responsible for confirming the location of the base prior to construction. Once this position has been confirmed and base constructed 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 urbanpods Ltd will be made unless agreed and confirmed in writing on your Sales Order.

- 10.3. If an existing base has been used e.g. concrete slab, urbanpods Ltd cannot be held liable for subsidence or settlement issues.
- 10.4. urbanpods Ltd will not be held liable for any damage to underground services within the area or position of the proposed urbanpod structure. Care will be taken to identify any services passing through the proposed urbanpod location, it is the customer's responsibility to identify or pass on information regarding services passing through the location. If services, including, but not limited to (gas, power, water, bt) are damaged during the build phase, urbanpods Ltd will not be held liable.

## 11. ELECTRICAL WORKS

- 11.1. A Part P certificate will only be supplied where urbanpods 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 armoured 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. urbanpods Ltd cannot be held liable should the cable prove to be unsuitable or inadequate.
- 11.3. urbanpods 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 urbanpods 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 Order, urbanpods 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. Armoured electrical and Ethernet cables are always run on the outside of the garden building, no armoured 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 Order prior to the team visiting site.

- 11.8. urbanpods ltd makes no guarantee as to the suitability of any WiFi powerline adapter, such as the TP HomePlug Solution or Ethernet over powerline. urbanpods ltd cannot guarantee speed or performance of internet connectivity to the urbanpod.

## 12. YOUR GUARANTEE

- 12.1. urbanpods Ltd's buildings are NOT covered by a comprehensive transferable guarantee, this guarantee is not transferrable to a new homeowner

### 12.2. STRUCTURE:

The main structural components of your urbanpod ltd (floor, walls and roof) are guaranteed from structural defects, workmanship and components defects for 5 years. Natural drying out and hairline shrinkage cracks are normal within any building during the drying out process. Any crack or split over 2mm wide will be rectified by urbanpods ltd

### 12.3. WINDOWS AND DOORS:

All upvc window and door components and glazing are guaranteed for 5 years. This does not cover misalignment or adjustment to windows and doors. The customer accepts that windows and doors will need adjustment if becoming difficult to operate, lock, close or run freely, the customer accepts that there will be a charge for urbanpods ltd to attend the home and make adjustments to windows and doors

### 12.4 ROOF MATERIALS:

All single ply rubberised roof membranes are covered for 20 years (manufacturer). Yearly periodic checks should be carried out by the homeowner and documented with photographs on a yearly basis.

### 12.5. TIMBER CLADDING FABRIC:

All cedar or Thermowood cladding to the exterior surfaces of the urbanpod product is covered for 20 years from rot and decay. This guarantee does not cover fade or de-colourisation of timber cladding, as timber is a natural product and will lose colour over its lifetime. If UV coating has been applied by urbanpods, the upkeep and re-coating of the timber should be carried out **every six months** to maintain the appearance and natural colour by the client thereafter. **Lack of attention to this will result in the wood greying.** Fade is a natural occurrence of timber, even with a UV coating applied, depending on what elevations are more exposed than others to the sun, certain elevations may require more coating than others during its lifetime, this is the clients or homeowners responsibility to carry out the necessary checks and maintenance to prevent grey fade of the exterior timber cladding. The customer accepts that grey fade, discolouration or black spores are unavoidable and are a natural occurrence on a natural product such as timber, when left outside and exposed to the elements

- 21.5(b) If urbanpods ltd carry out any remedial work to varnish coatings, we cannot guarantee that there won't be any difference in the appearance of old varnish and new varnish, urbanpods ltd are not liable for any difference in colour.



**12.6. FLOOR COVERINGS:**

All Karndean floor coverings are covered for 12 months from defects, delamination and gaps appearing between board joints.

**12.7. WATER & SERVICES:**

During the winter period or when the temperature externally drops below freezing, we advise all clients to isolate the water supply to the pod. The shut off valve should be turned to the off position and the tap opened at the pod to allow all of the excess water to drain out.

**12.8. ELECTRICAL COMPONENTS:**

All electrical switches, sockets and light fittings are covered for 12 months, this guarantee does not however cover light bulbs, however, an LED light bulb or tape light would have a life expectancy of 5 years.

**12.9. MAINTENANCE:**

Generally, your urbanpods ltd should be almost maintenance free, however, like anything, there will always be a requirement to maintain any product and a homeowner should take necessary steps over the lifetime of the product to carry out their own maintenance and checks.

As described in the terms, the roof should be periodically checked every year, particularly after a long prolonged cold period.

The timber cladding should be visually inspected for signs of rot and decay, however de-colourisation is perfectly normal over a natural timber product. The varnish coating (if applied from the outset) should be re-applied ever 6 months minimum with 2 coats

Rainwater goods and guttering joins should be checked for drips and leaks and attended too to prevent water from splashing against the timber cladding fabric

The doors and windows may require some oil or lubrication on the moving parts, for example the handles, hinges and locks over time.

During the winter or prolonged cold spells, the heating within the pod must be switched on for a minimum of 5 hours each day on full heat with the windows and doors closed. This is to maintain a healthy and dry building fabric, failure to do this can result in moisture build up within the pod and can result in issues like mould or rot and decay.

**12.10. CLEANING:**

Do not use bleach or solvent based products on the window and door frames, this will result in stripping the colour from the frame. Wash with warm soapy water

Do not use solvent based products to clean the floor covering. Wash with warm soapy water and dry off

Do not use a pressure washer to clean the timber cladding, this can result in forced water penetrating behind the timber cladding and removing the uv coating that is applied. Brush and sponge down with warm soapy water, or if necessary, spray from a distance.

#### 12.11. **SNAGGING**

urbanpods ltd can revisit the clients installed urbanpod up to 6 months after the installation and carry out minor defects free of charge, these will include only, small shrinkage cracks in plaster, making good popped nails in plaster, adjustment to windows and doors to ease opening and closing, checking roof flashings and membranes and checking rainwater goods. This does not include work to exterior timber cladding, whether that be revarnishing, sanding or trying to treat discolouration

12.12. The client has up to 6 months to report any defect, after the 6 month period has expired urbanpods ltd are no longer liable to fix any minor defects that become apparent after this period has ended. It is **not** urbanpods ltd responsibility to automatically arrive at the end of the 6 month period to put right any faults or defects, this is the customers responsibility to report of any such defects within the rectification period and allow sufficient time for urbanpods ltd to attend the installation and put right any defects

12.13. It is the homeowner or customers responsibility to contact urbanpods ltd to report any defects, urbanpods ltd will not automatically book in the 6 month check over after the initial installation has been completed, this is the customer or homeowners responsibility to report and contact urbanpods

12.14. Where making good is required or repainting to shrinkage cracks or popped nails, repainting does not include painting full walls or ceilings, urbanpods ltd will touch up any newly filled area with the same paint used as originally applied to make good, only over the affected area and not the full wall panel or surface where the defect is located. If the original paint was supplied by the client or home owner, the client will require to have sufficient amount of paint to give to urbanpods ltd to carry out the remedial work of any walls, ceilings or woodwork.

#### 12.13. **POD HEALTH CHECK SERVICE:**

urbanpods ltd offers a pod health check on an annual basis, where we would re-oil the exterior check all components, coverings, timber materials and structural components, this would be documented and provided to the homeowner. A health check survey is £1450, excluding materials, parts and labour and vat.

Last reviewed: 26/6/2024