

## General Terms and Conditions of engagement

Our aim is to give care, skill and attention to your project - while this is our primary aim, we recognise the need for our relationship with you as our Client to be formally documented, to protect you and us. So please take the time to read these terms and conditions these are the terms on which we will supply the Services to you.

### 1. DEFINITIONS

1.1. When the following words with capital letters are used in these Terms, this is what they will mean:

- 1.1.1. Event Outside Our Control: is defined in clause 10.2;
- 1.1.2. Materials: the materials that We are to supply to provide the Services, as set out in the Proposal / Quotation;
- 1.1.3. Order: your order for the Services;
- 1.1.4. Proposal: our proposal for the Services;
- 1.1.5. Services: the services that We are providing to you as set out in the proposal;
- 1.1.6. Terms: the terms and conditions set out in this document; and
- 1.1.7. We/Our/Us: Salamander Developments Limited trading as Salamander, company number 10399933, Postal Address: Upper Maudlyn Farm, Sopers Lane, Bramber, Steyning, West Sussex, BN44 3PZ and Registered Address: Cawley Place, 15 Cawley Road, Chichester, West Sussex, PO19 1UZ

1.2. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

### 2. OUR CONTRACT WITH YOU

- 2.1. These are the terms and conditions on which We supply Services to you.
- 2.2. Please ensure that you read these Terms carefully; and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake; please contact Us to discuss, and please make sure that you ask Us to confirm any changes in writing to avoid any confusion between you and Us.
- 2.3. We consider that these Terms and the Order constitute the whole agreement between you and Us.
- 2.4. When you sign and submit the Order in writing to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.5. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.
- 2.5. These Terms will become binding on you and Us when We inform you that We are able to provide you with the Services, at which point a contract will come into existence between you and Us.
- 2.6. If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.7. Any Quotation given by Us shall not constitute an offer, and is only valid for a period of 28 days from its date of issue.
- 2.8. We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.9. Where our customer consists of two or more persons, those persons are jointly and individually responsible for payment of Our invoices.

### 3. CHANGES TO ORDER OR TERMS

3.1. We may revise these Terms from time to time in the following circumstances:

- 3.1.1. changes in how We accept payment from you;
- 3.1.2. changes in relevant laws and regulatory requirements.

- 3.2. If We have to revise these Terms under clause 3.1, if you are a consumer, 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 the contract in accordance with clause 11.
- 3.3. You may request a change to the Order for Services by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price, usually in writing. If We do not notify you of the amended price, you will be charged on a time and materials basis, at our hourly / daily rate (whichever is most appropriate) at the time of your Order (hourly / daily rates available on request). If you choose to cancel the Order in accordance with clause 11 in these circumstances but if you ask us to proceed with what appears to be a small change to the Order, it may have a significant impact on timescales and the price and we recommend that you do not raise change requests unless absolutely necessary. We reserve the right to reject your change request at our sole and absolute discretion.
- 3.4. If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 11.

### 4. PROVIDING SERVICES

- 4.1. Prior to commencement of the Services, you and Us will agree the specification for the Services.
- 4.2. We will supply the Services to you from the date agreed between Us in writing until the estimated completion date we notify to you.
- 4.3. We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens. We may be unable to commence or may have to suspend the Services due to the weather because of the condition of the ground and such weather conditions will be considered an Event Outside Our Control. We will resume or commence the Services at Our sole discretion on the basis of the ground conditions and Our schedule.
- 4.4. You must:
  - 4.4.1. ensure that the terms of the Order and any information you provide in any drawings or other relevant documentation are complete and accurate;
  - 4.4.2. co-operate with Us in all matters relating to the Services;
  - 4.4.3. provide Us, Our employees, agents, consultants and subcontractors, with access to your premises and other facilities as reasonably required by Us;
  - 4.4.4. provide Us in a timely manner with such information and materials as We may reasonably require for the Services, and ensure that such information is accurate in all material respects;

- 4.4.5. prepare your premises for the supply of the Services in so far as the site is clean & tidy and we are able to access all aspects of the site without hindrance. We will generally leave the site as we have found it;
- 4.4.6. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- 4.4.7. keep and maintain all materials, equipment, documents and other property of Ours or of any third party (Supplier Materials) at your premises in safe custody, maintain the Supplier Materials in good condition until returned to Us, and not dispose of or use the Supplier Materials other than in accordance with Our written instructions or authorisation.
- 4.5. If you fail to do any of the things set out in clause 4.4 (Customer Default), We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance or any non-compliant performance arising directly or indirectly from the Customer Default. If we suspend the Services under this clause 4.4, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any Materials, equipment or any part of the Services We have already supplied to you,
- 4.6. We may have to suspend the Services if We have to deal with technical problems, or to make changes agreed between you and Us in writing to the Services (in accordance with the change control procedure in clause 3.3). We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.6 but this does not affect your obligation to pay for any materials or part of the Services We have already supplied to you.
- 4.7. If you do not pay Us for the Services when you are supposed to as set out in clause 7.3. We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.4.
- 4.8. If We draw up any specifications, documents, drawings or illustrations for you, We will own the copyright, design right and all other intellectual property rights in any specifications, drafts, documents, drawings or illustrations We make in connection with the Services for you. You must not use any such specifications, drafts, documents, drawings or illustrations drawn up by Us except to the extent necessary to obtain the benefit of the Services and you must not allow any third party to use specifications, drafts, documents, drawings or illustrations drawn up by Us, without Our prior written consent.
- 4.9. Subject to clauses 8 and 9, if you ask Us to carry out work so that the resulting groundworks are below the standard we recommend in order to reduce the price or for any other reason, we will not be liable for any losses, costs or expenses you incur arising directly or indirectly from Our compliance with your instructions.
5. MATERIALS
  - 5.1. The risk in the Materials shall pass to you on completion of delivery.
  - 5.2. We will own the Materials until We have received payment in full (in cash or cleared funds) for;
    - 5.2.1. the Materials; and
    - 5.2.2. any other goods or services that We have supplied to you in respect of which payment has become due.
  - 5.3. Until you pay us, you must:
    - 5.3.1. store the Materials separately from all other goods held by you so that they remain readily identifiable as Our property;
    - 5.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Materials;
    - 5.3.3. maintain the Materials in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
    - 5.3.4. notify Us immediately if you become subject to either of the events listed in clauses 12.3.3 and 12.3.4; and
    - 5.3.5. give Us such information relating to the Materials as We may require from time to time, but if you are a business, you may resell or use the Materials in the ordinary course of your business.
  - 5.4. if before property in the Materials passes to you, you become subject to either of the events listed in clauses 12.3.3 and 12.3.4, or We reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Materials have not been resold, or irrevocably incorporated into another product or structure, and without limiting any other right or remedy We may have, We may at any time require you to deliver up the Materials and, if you are a business and if you felt to deliver up the Materials promptly, we may enter any premises of yours or of any third party where the Materials are stored in order to recover them.
6. IF THERE IS A PROBLEM WITH THE SERVICES
  - 6.1. All workmanship shall be in conformity with modern practice and all materials used shall be suitable for the purpose and of sound quality.
  - 6.2. If within six months (Guarantee Period) of the Completion Date you give notice in writing of any alleged defect in Works or Materials supplied by Us and upon examination such defect is found to be directly attributable to faulty workmanship by Us or the use of defective Materials, the We will rectify such defect free of charge.
  - 6.3. If within the Guarantee Period you notify Us in writing of any alleged defects in the in the Works supplied, We will visit the site within a period of six months after the Completion Date.
  - 6.4. If upon examination We find the your complaint to be justified any defect will be remedied by and at the expense of Us.
  - 6.5. If such a complaint is found not to be justified you will be responsible for the cost of Our time and any expenses incurred in such an examination including reasonable costs associated with travelling time.
  - 6.6. We will make good defects in accordance with this guarantee, by repair, replacement or modification, provided the defect has occurred in materials used for the agreed purpose, and the defect arises solely from the from the faulty design (other than a design made, furnished or specified by you), constituents and or workmanship in the Materials
  - 6.7. In the event that We supply and install Materials manufactured by a third party, the We shall (to the extent possible under the Company's Contract with that third party) transfer to you any warranty given to Us by the third party in respect of those Materials.
  - 6.8. We shall not be liable to make good defects arising from installation or repairs undertaken by the Customer or any third party appointed by the Customer unless previously agreed in writing by the Company.
  - 6.9. If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the

Materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 7. PRICE AND PAYMENT

- 7.1. The price of the Services will be set out in Our Proposal / Quotation. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 7.2. These prices exclude VAT unless stated. If you are a consumer, we will specify the amount payable for VAT in our Quotation. 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 Services in full before the change in the rate of VAT takes effect. You must, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of Services or Materials at the same time as payment is due for the supply of the Services or Materials.
- 7.3. We will invoice you for the Services on or any time after We have performed the Services, or for larger projects on completion of specific milestones as set out in our Quotation, unless otherwise agreed. Each invoice will quote the Order number. You must pay each invoice in cleared monies within 14 calendar days of the date of invoice.
- 7.4. If you do not make any payment due to Us by the due date for payment. We may charge interest to you on the overdue amount at the rate of 3% a year above the business base lending rate of Lloyds Bank plc from time to time. Compound 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 judgment. You must pay Us interest together with any overdue amount.

## 8. OUR LIABILITY IF YOU ARE A CONSUMER

- 8.1. 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 the Terms or Our negligence. However, We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 8.2. If We are providing Services in your property, We will make good any damage to your property caused by Us in the course of performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of performance by Us.
- 8.3. We only supply the Services or Materials for domestic and private use. You agree not to use the Services or Materials for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.4. We do not exclude or limit in any way Our liability for:
  - 8.4.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 8.4.2. fraud or fraudulent misrepresentation;
  - 8.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 8.4.4. breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - 8.4.5. defective products under the Consumer Protection Act 1987.

## 9. OUR LIABILITY IF YOU ARE A BUSINESS

- 9.1. Nothing in these Terms shall limit or exclude Our liability for:
  - 9.1.1. death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
  - 9.1.2. fraud or fraudulent misrepresentation;
  - 9.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 9.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 9.1.5. defective products under the Consumer Protection Act 1987.
- 9.2. Subject to clause 9.1:
  - 9.2.1. We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this contract; and
  - 9.2.2. Our total liability to you in respect of all other losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000.
- 9.3. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

## 10. EVENTS OUTSIDE OUR CONTROL

- 10.1. 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.
- 10.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including but not limited to strikes, lock-outs 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.
- 10.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
  - 10.3.1. We will contact you as soon as reasonably possible to notify you; and
  - 10.3.2. 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 performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over
- 10.4. Either you or Us may cancel the contract if the Event Outside Our Control continues for longer than 26 weeks in accordance with cancellation rights in clauses 11 and 12.

## 11. YOUR CANCELLATION AND REFUND RIGHTS IF YOU ARE A CONSUMER

This clause 11 only applies if you are a consumer.

- 11.1. Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including if We change these Terms under clause 3.1 to your material disadvantage:

- 11.1.1. You may cancel any Order for Services at any time before the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.
  - 11.1.2. If you cancel an Order under clause 11.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
  - 11.1.3. However, if you cancel an Order for Services under clause 11.1.1 and We have already started work on your Order by that time or have ordered in any Materials or hired any equipment to fulfil your Order, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.
  - 11.2. Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 14 calendar days' notice in writing.
  - 11.3. Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
    - 11.3.1. We break this contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;
    - 11.3.2. We go into liquidation or a receiver or an administrator is appointed over Our assets;
    - 11.3.3. We change these Terms under clause 3.1 to your material disadvantage;
    - 11.3.4. We are affected by an Event Outside Our Control which continues for longer than 26 weeks.
  - 11.4. in the event of cancellation under clauses 11.2 or 11.3, you will pay Us for any Services that have been provided to you and any costs We reasonably incurred in fulfilling the Order. We will tell you what these costs are when you contact Us. Any advance payment you have made for Services that have not been provided will be refunded to you, subject to deduction of Our reasonable costs.
- ## 12. OUR CANCELLATION RIGHTS
- 12.1. If We have to cancel an Order for Services before the Services start:
    - 12.1.1. We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
    - 12.1.2. If We have to cancel an Order under clause 12.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
    - 12.1.3. Where We have already started work on your Order for Services by the time We have to cancel under clause 12.1.1, you must pay immediately all of Our outstanding unpaid invoices, if any, and interest and, in respect of Services supplied but for which no invoice has yet been submitted, we will submit an invoice which you must pay on receipt.
  - 12.2. Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 14 calendar days' notice in writing.
  - 12.3. We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
    - 12.3.1. You do not pay Us when you are supposed to as set out in clause 7.3. This does not affect Our right to charge you interest under clause 7.4; or
    - 12.3.2. you break the contract in any other material way and you do not correct or fix the situation within 7 days of Us asking you to in writing; or
    - 12.3.3. if you are an individual, you are the subject of a bankruptcy petition or order; or
    - 12.3.4. if you are a company, you go into liquidation or a receiver or an administrator is appointed over your assets.
  - 12.4. Where We have already started work on your Order for Services by the time We have to cancel under this clause 12, you must pay immediately all of Our outstanding unpaid invoices, if any, and interest and, in respect of Services supplied but for which no invoice has yet been submitted, we will submit an invoice which you must pay on receipt. if you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
  - 12.5. if you fail to pay us and we have to cancel under this clause 12, we reserve the right to return to your premises any spoil, including without limitation soil and concrete, and arisings, including without limitation trees and vegetation, from your premises, provided we do not cause damage to your premises or any property on your premises.
- ## 13. INFORMATION ABOUT US AND HOW TO CONTACT US
- 13.1. We are a company registered in England and Wales. Our company registration number is 10399933 and Our registered office is at Cawley Place, 15 Cawley Road, Chichester, West Sussex, PO19 1UZ. Our registered VAT number is 262929184.
  - 13.2. If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Us on 07507 639 560 or by e-mailing Us at [tom.bower@salamandergoup.net](mailto:tom.bower@salamandergoup.net).
  - 13.3. If you wish to contact Us in writing or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Salamander Developments Ltd., Upper Maudlyn Farm, Sopers Lane, Bramber, Steyning, West Sussex, BN44 3PZ. We will confirm receipt of this by contacting you in writing (e-mail). If We have to contact you or give you notice in writing, We will do so by email, by hand, or by pre-paid post to the address you provide to Us in the Order.
- ## 14. HOW WE MAY USE YOUR PERSONAL INFORMATION
- 14.1. We will use the personal information you provide to Us to:
    - 14.1.1. provide the Services;
    - 14.1.2. process your payment for such Services; and
    - 14.1.3. inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
  - 14.2. You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- ## 15. OTHER IMPORTANT TERMS
- 15.1. 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.

- 15.2. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 15.3. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 15.4. 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.
- 15.5. 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.
- 15.6. These Terms are governed by English law.
- 15.7. We both agree to submit to the non-exclusive jurisdiction of the English courts.

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