

YARDHAUS TERMS AND CONDITIONS

1. UNDERSTANDING THESE TERMS

- 1.1. What this document covers:** These Terms and Conditions explain how we work with you when you choose Yardhaus to design and build your garden annexe or room. They outline the key parts of our service, what you can expect from us, and what we need from you.
- 1.2. Why it matters:** This agreement is here to protect both you and us. It ensures we're on the same page from the moment we start working together right through to completion.
- 1.3. Before you sign:** Please take a moment to read everything carefully. If anything doesn't make sense or if you'd like us to explain something, we're always happy to help.
- 1.4. Your peace of mind:** We've done our best to keep things clear and straightforward so that you can feel confident about every step of the journey with us, from your first enquiry to the final handover.

2. WHO WE ARE AND HOW TO REACH US

- 2.1. About Yardhaus:** Yardhaus is a limited company registered in England and Wales. We specialise in designing and building high-quality garden annexes/rooms tailored to individual needs. From planning applications and design to construction and final handover, we manage the entire process in-house to give you a seamless experience.
- 2.2. What we do:** Our services cover everything you need to bring your annexe or room to life, including drawings, applications to your local authority, delivery of materials, construction, full internal fit-out, and final completion. We focus on quality, care, and keeping things straightforward at every stage.
- 2.3. How to contact us:** If you need to reach us at any point, you can email info@yardhaus.co.uk, write to us at 5 Brayford Square, London, E1 0SG, or visit www.yardhaus.co.uk. You can also speak with a member of our team directly once your project begins.
- 2.4. How we'll contact you:** We'll stay in touch with you by phone, email, or post, using the contact details you provide when placing your order. We'll make sure any updates, questions or documents are communicated clearly and promptly.

3. HOW WE MOVE FORWARD TOGETHER

- 3.1. When your contract begins:** Your agreement with Yardhaus becomes legally binding once both you and our team have signed this contract. This can be done electronically or in another way we've agreed together. At that point, the terms outlined in this document come into effect.
- 3.2. Cooling-off period:** After signing, you have a 14-day cooling-off period during which you can change your mind and cancel the contract without penalty. If you decide to cancel during this period, please let us know in writing.
- 3.3. If we can't accept your order:** In rare cases, we may need to decline your order. This might happen if there are issues with planning, unexpected site conditions, or if the project doesn't meet certain requirements. If we cannot proceed, we'll let you know and return any payments made unless stated otherwise in this agreement.
- 3.4. Order reference:** We'll give your project an order number to help us track everything easily. If you contact us with questions about your project, having this number on hand will help us respond more quickly.
- 3.5. Where we work:** We currently accept orders and carry out projects across England and Wales. Unfortunately, we're unable to offer services outside these areas at this time.

4. WHAT WE PROVIDE

- 4.1. Full design and consultation:** We'll start by working with you to design a garden annexe or room that suits your needs and meets any planning requirements. This includes preparing layout drawings, and elevations, and helping you make decisions on finishes and specifications.
- 4.2. Planning application support:** If your project requires permission from the local planning authority, we'll take care of submitting the application on your behalf. This may involve a standard planning application or a Certificate of Lawfulness, depending on your circumstances. We'll also liaise with the council as needed throughout the process.
- 4.3. Groundworks and site preparation:** We'll carry out the necessary groundwork on your property, including the foundations, drainage, and service trenches. The scope of this work will be based on our pre-build surveys and the assumptions outlined in your contract.
- 4.4. Delivery and installation:** Once preparations are complete, we'll deliver the materials to your site and begin construction. The annexe or room is assembled by our trained team using high-quality materials and a light-gauge steel frame for added strength and longevity.

4.5. Internal fit-out and finishes: Your annexe or room will be completed with insulation, plastering, flooring, windows and doors, electrical wiring, lighting, plumbing, kitchen units, and a fully fitted shower room. Everything will be finished to the agreed specification, unless excluded in writing.

4.6. Project management from start to finish: A dedicated member of our team will oversee your project and be available to answer questions, coordinate work on site, and ensure the build runs smoothly from planning to completion.

5. CHANGES YOU MAY REQUEST

5.1. Requesting changes to your project: If you'd like to make changes to the design, layout, finishes, or any part of the build, please let us know as early as possible. We'll do our best to accommodate your request, but some changes may not be possible depending on the stage of the project.

5.2. Before planning submission: Any changes to the size, position, window layout, or external materials should be finalised before we submit your application to the local authority. Once the application has been submitted, external specifications will be locked in.

5.3. After planning approval: You may still make certain internal changes, such as layout or finishes, up to 28 days after signing the contract. After that, your design will be locked to allow for accurate scheduling and procurement.

5.4. How we confirm changes: All approved changes will be recorded in writing and confirmed by email. This ensures both parties are clear on what has been agreed upon and how it may affect your quote or schedule.

5.5. Impact on cost and schedule: Some changes may lead to an increase in the overall cost or a delay in delivery or completion. If that's the case, we'll let you know before confirming the change so you can decide whether to proceed.

6. CHANGES WE MAY NEED TO MAKE

6.1. Adapting to regulatory requirements: Occasionally, we may need to make minor adjustments to your project to reflect updates in building regulations, planning conditions, or health and safety laws. These changes are usually small but necessary to ensure full compliance.

6.2. Material substitutions: If a specific product or material becomes unavailable or delayed, we may replace it with an equivalent alternative of similar quality and appearance. We'll always aim to match the original specification as closely as possible.

6.3. Technical improvements: We may also make improvements to design or construction methods where we believe they add value, increase durability, or offer better performance, provided they do not materially change the look, layout or function of your annexe.

6.4. Notifying you of changes: If any change is required, we'll let you know as soon as possible. We'll always explain what's changing, why it's necessary, and whether it has any effect on your timeline or final cost.

7. SITE ACCESS AND RESPONSIBILITIES

7.1. Providing access to your site: You'll need to make sure we have clear, safe access to the site throughout the project. This includes any driveways, paths or gates needed for deliveries, equipment and construction work. Access routes must be suitable for vehicles weighing up to 10 tonnes.

7.2. Utilities and connections: We'll need access to electricity and water during the build. If these services aren't readily available, you'll need to arrange temporary access or let us know in advance so we can plan accordingly.

7.3. Preparing the site: It's your responsibility to inform us of any known site issues that could affect the build. This may include existing underground services, unstable ground, tree roots, or other obstructions. If unknown issues are discovered later, additional work may be needed at extra cost.

7.4. Delays due to lack of access: If we're unable to begin or continue work because of restricted access, missing utilities, or other site-related problems, we may need to suspend the build and reschedule. Any additional costs caused by delays of this nature will be added to your contract value.

7.5. Responsibility for surrounding areas: We'll take care to avoid unnecessary damage, but please be aware that some disruption to gardens, driveways, or access routes may be unavoidable during construction. Landscaping or repairs to areas outside the annexe or room footprint are not included in our service unless agreed in writing.

8. HEALTH AND SAFETY AND CONSTRUCTION SITE RULES

8.1. Site safety during construction: Building work involves hazards, and for everyone's safety, the site must be treated as a construction zone throughout the project. Access is limited to authorised personnel only, and anyone entering the area must follow safety instructions from the site manager.

8.2. Client access to the site: If you need to visit or inspect the site during the build, please speak with the site manager to arrange a suitable time. You may be asked to wear protective gear, and we kindly ask that you don't bring others onto the site without our permission.

8.3. Security and site management: We'll secure the work area using barriers or signage as appropriate, and we'll take reasonable steps to keep tools and materials safe. However, we can't accept responsibility for unauthorised access by others or for damage caused outside the designated construction area.

8.4. Welfare and facilities: During the build, our team will need access to basic welfare facilities, such as toilet access and hot and cold running water. If these can't be provided from your property, we'll discuss alternative arrangements before work begins.

8.5. Risk disclosures and client responsibilities: You must tell us about any known risks at the site before work begins. This includes live or dead services, uneven ground, overhanging trees, pest concerns, neighbour issues, or anything else that may affect safety or cause delays. If additional risks are discovered once work is underway, we may need to pause the build until the issue is resolved.

9. COMPLETION AND FINAL HANDOVER

9.1. Inspection before handover: As we approach the end of the build, we'll carry out a final inspection with you to make sure the annexe or room has been completed in line with the agreed design and specification. If anything needs further attention, we'll arrange to put it right within a reasonable timeframe.

9.2. Snagging and minor defects: If any minor issues are identified, we'll create a snag list and carry out the necessary corrections. These will be completed as quickly as possible and do not delay the formal handover unless the item is critical to the use or safety of the annexe or room.

9.3. Independent review if needed: If there's a disagreement about whether the work is complete or compliant, either party may request an independent surveyor to inspect the annexe. Their findings will be final unless there is a clear error or evidence of bias. The cost will usually be covered by us unless it turns out the dispute was unreasonable.

9.4. Final payment and ownership: Once the annexe or room is ready and any agreed snagging is addressed, the final payment must be made before the handover is confirmed. Ownership of the annexe or room transfers to you only after the full balance has been received.

9.5. Access and use before handover: Until the handover is formally completed and full payment is made, the annexe or room remains the property of Yardhaus. During this time, you must not occupy or use the building without written permission from us.

10. ENDING THE CONTRACT – YOUR RIGHTS

10.1. Changing your mind during the cooling-off period: You have the right to cancel the contract for any reason within 14 days of signing it. If you do, we'll refund any payments made, including the holding fee and planning fee, provided we haven't already begun work or incurred costs on your behalf.

10.2. If planning permission is refused: If you confirmed at the start that you only wish to proceed with a full planning application and that application is refused, you may cancel the contract and receive a full refund of any payments made, excluding the planning application fee, which covers work already carried out.

10.3. If your circumstances change significantly: If the intended annexe or room user passes away or requires permanent nursing care during the early stages (before construction begins), you may cancel the contract by providing appropriate documentation, such as a death certificate or confirmation of care placement. We will review the case with care and offer a fair resolution, which may include a partial refund.

10.4. After groundworks have begun: Once groundworks have started, the project must proceed to completion. At this point, the contract cannot be cancelled, and you'll be responsible for completing all payments as agreed.

10.5. Cancelling for other reasons: If you wish to cancel the contract outside the scenarios listed above and we are not at fault, you may still be required to pay cancellation fees to cover our costs and any lost project value. These charges are set out in Section 11 and will depend on how far your project has progressed.

11. ENDING THE CONTRACT – OUR RIGHTS

11.1. If payments are missed: If you don't make a payment when it's due and you still haven't paid within five working days of our reminder, we may suspend work and reserve the right to cancel the contract. Any losses or costs incurred up to that point will be recoverable from you.

11.2. If information is not provided: We rely on certain information from you to progress your build, including planning application details, site access arrangements, and specification approvals. If you don't provide this information within six months of signing the contract, we may cancel the project.

11.3. If you delay the build unnecessarily: If you fail to book a build date or prevent access to the site for more than six months without a valid reason, we may end the contract and recover costs for time lost and materials prepared.

11.4. If false information is provided: If it turns out that any of your confirmations, such as legal ownership, planning status, or site suitability, are untrue, and you continue with the project despite knowing this, we may cancel the contract and hold you liable for any resulting loss or damage.

11.5. If you breach the contract in a serious way: If you break a key part of this agreement or fail to cooperate with our team, we reserve the right to cancel the contract. This includes not complying with site safety, delaying the project unreasonably, or hiring other contractors without our agreement.

11.6. Compensation if we cancel due to breach: If we cancel the contract due to a breach on your part, we'll apply a cancellation charge based on your original contract value:

Under £100,000:	£5,000
£100,001 to £125,000:	£6,250
£125,001 to £150,000:	£7,500
£150,001 to £175,000:	£8,750
Over £175,000:	£10,000

These figures reflect costs we're unable to recover, including time, planning services, and materials. We'll always try to mitigate loss where possible.

12. GUARANTEES AND HANDOVER PACK

12.1. Workmanship guarantee: All work carried out by Yardhaus is covered by a 10-year workmanship guarantee. This means we'll correct any faults that arise due to errors in how the annexe or room was constructed, provided they are reported within this period and fall within the scope of our build responsibilities.

12.2. Structural guarantee: The light-gauge steel frame we use to construct your annexe or room is covered by a 30-year structural guarantee, giving you added peace of mind about the long-term strength and integrity of your building.

12.3. Roofing warranty: Our roofing system is protected by a 10-year guarantee against leaks, material failure, and poor installation, as long as it has not been altered or damaged by third-party works after handover.

12.4. Windows and doors: These are covered under the standard manufacturer's warranty, which we pass on to you in full. The terms of these warranties may vary slightly depending on the supplier but typically cover manufacturing faults or installation defects.

12.5. What's not included: Guarantees do not cover general wear and tear, weather-related ageing, misuse, or damage caused by others after handover. Any modifications made after completion may void the affected part of the guarantee.

12.6. When the guarantee begins: All guarantees become valid only after the full contract value has been paid. We cannot carry out any remedial works under warranty while there is an outstanding balance on your account.

12.7. Transfer of warranty: The guarantees may be transferred to new property owners if the annexe or room is sold. We ask that this be done in writing and tied to the property deeds to keep our records accurate.

12.8. Handover pack: At the end of your project, you'll receive a handover pack containing all relevant documents, including warranty certificates, manuals for installed appliances, and care instructions for maintaining your annexe or room over time.

13. REPORTING ISSUES OR COMPLAINTS

13.1. How to raise an issue: If you experience a problem with your annexe or room after completion, please get in touch with us as soon as possible. The best way to report an issue is by emailing our main office address or by calling your project contact directly. Include a brief description of the issue, along with photos if relevant, so we can understand the problem clearly.

13.2. Initial review and response: Once we've received your report, we'll acknowledge it and aim to carry out an initial assessment within five working days. If the issue falls within your guarantee period and relates to something covered by us, we'll arrange for it to be resolved promptly.

13.3. What happens next: Depending on the nature of the issue, we may send someone to inspect it in person. If repair work is needed and it's covered under your warranty, we'll schedule the necessary work at the earliest opportunity. We'll keep you informed of what we're doing and when to expect a resolution.

13.4. If a disagreement arises: If you don't agree with our findings, you may request a third-party inspection by an independent surveyor. This person will act as an expert, and their decision will be final unless there's clear evidence of error or bias. In most cases, we'll cover their cost unless it turns out the claim was unreasonable.

13.5. Your legal rights: Nothing in these terms affects your statutory rights under UK consumer law. You are entitled to a product that is as described, fit for purpose, and provided with reasonable care and skill. If at any point you believe these standards have not been met, you have the right to raise a formal complaint.

14. VARIATIONS AND ADJUSTMENTS

14.1. What counts as a variation: A variation is any change or addition to the agreed works that goes beyond the original specification or quote. This may include changes to design, materials, finishes, layout, or the addition of new work not originally discussed.

14.2. When variations may happen: Variations can be requested by you at any time before or during construction, or they may be proposed by us due to unforeseen site conditions, regulatory requirements, or the unavailability of specific materials.

14.3. Agreeing on the details: All variations must be agreed in writing before the change is made. We'll provide a clear breakdown of any additional costs, adjustments to your payment schedule, and any impact on the estimated completion date. No variation will be carried out without your written approval.

14.4. Additional work or services: If any extra work arises that is outside the agreed scope, for example, deeper foundations, tree root removal, or drainage rerouting, we'll inform you immediately. You will have the option to proceed or decline that extra work, though refusal may affect the overall outcome or timeline of the project.

14.5. How we handle pricing and delays: We'll always try to be fair and transparent when pricing variations. We use consistent labour rates and material costs, and we'll aim to minimise disruption to your schedule. If a variation causes significant delay, we'll update you with a revised build timeline.

15. PRICE AND PAYMENT TERMS

15.1. Quoted price and fixed terms: The total price for your project will be clearly shown in your Yardhaus quote. All prices are fixed based on the agreed specification unless a variation is later added. Quotes remain valid for 30 days from the date of issue, after which we may need to revise them.

15.2. Breakdown of staged payments for Garden Annexes: Payments are made in clear stages throughout the project as follows:

- a. Holding fee (£1,500): Due immediately upon signing the contract with Yardhaus and retained by Yardhaus should you cancel your order in accordance with clause 10.
- b. Planning application fee (£2,000): Payable when we submit your planning application or Certificate of Lawfulness.
- c. Stage 1 payment (10% minus the holding fee): Payable once planning is approved to reserve your build slot.
- d. Stage 2 payment (15%): Due four weeks before the agreed build start date.
- e. Stage 3 payment (60%): Due on delivery of the garden annexe frame to your site.
- f. Stage 4 payment (15%): Due one day before final handover and completion.

15.3. Breakdown of staged payments for Garden Rooms: Payments are made in clear stages throughout the project as follows:

- a. Stage 1 payment (10%): Payable when the contract is first signed to reserve your build slot.
- b. Stage 2 payment (15%): Due one week before the agreed build start date.
- c. Stage 3 payment (60%): Due on delivery of the garden room frame to your site.
- d. Stage 4 payment (15%): Due one day before final handover and completion.

15.4. What's included: All materials, design work, site preparation, construction, installation, and finishes as described in your quote are included in the contract price. Labour is covered within the price based on the standard day rates outlined below for any extra or variation work.

15.5. Labour rates for additional work:

- a. Groundworker: £60/hour
- b. Joiner: £60/hour
- c. Roofer: £60/hour
- d. Electrician: £60/hour
- e. Plumber: £90/hour

- f. Plasterer: £70/hour
- g. Decorator: £70/hour

15.6. How to pay: Payments must be made by bank transfer to the account details provided on your invoice. We do not accept cheques or cash. A receipt will be issued once payment is received.

15.7. Late payment penalties: If a payment is not received by the due date, we may charge interest at 4% above the Bank of England base rate. Continued non-payment may result in work being paused and, if not resolved, cancellation of your contract under Section 11. Payment and project progression: Each payment stage must be completed before we begin the next phase of your build. Delayed payments may result in the postponement of your scheduled work.

16. LIMITS OF LIABILITY

16.1. Our responsibility for damage: Yardhaus will take reasonable care to avoid causing damage to your property while carrying out the works. However, some disruption to driveways, garden areas or surrounding ground is to be expected during construction. We are not responsible for the cost of landscaping, surface repair or redecorating unless damage was caused by negligence.

16.2. Unforeseen conditions: We are not liable for delays or costs caused by hidden site conditions that could not reasonably have been identified during our initial assessment. This includes issues like unstable ground, undisclosed underground services, asbestos, pest infestations or poor drainage. Any such discoveries will be treated as variations and managed accordingly.

16.3. Third-party interference or changes: We cannot be held responsible for any damage or defects caused by work carried out by other contractors you may hire or by modifications made after handover. This also applies if you or a third-party attempt repairs or alterations without our written agreement.

16.4. Exclusions from liability: We are not responsible for any losses arising from the use of the annexe or room for purposes not agreed in writing, delays caused by adverse weather, government action, planning authority delays or access restrictions beyond our control.

16.5. Maximum liability: Unless otherwise required by law, Yardhaus's total liability under this contract, whether for breach, negligence or any other cause, will not exceed the total contract value. We do not exclude liability for death or personal injury caused by our negligence or for any other liability that cannot legally be limited.

17. USE OF CUSTOMER INFORMATION AND SITE IMAGES

17.1. How we use your information: We collect and use your personal details such as your name, contact information and site address only for the purpose of delivering your project. This includes managing planning applications, coordinating deliveries and communicating with you throughout the build process. Your information is handled in accordance with UK data protection laws and is never sold or shared for marketing purposes.

17.2. Sharing with third parties: In some cases, we may need to share your details with trusted third parties such as subcontractors, suppliers or planning consultants, but only where necessary for completing your project. These parties are also expected to follow strict confidentiality and data handling standards.

17.3. Marketing and promotional images: We may take photographs of your annexe or room during and after construction to showcase the quality of our work. These images may be used on our website, social media or promotional materials. However, we will never publish images that identify you personally, display your full address or include interior views without your permission.

17.4. Opting out: If you would prefer not to have any photos of your project used in our marketing, just let us know by email or in writing at any stage. We will always respect your wishes and remove or exclude any images if requested.

18. FINAL LEGAL DETAILS

18.1. Transfer of rights: This agreement is made between you and Yardhaus. You may not transfer your rights or obligations under this contract to another person or company without our written consent. We may transfer our rights or obligations to another trusted provider but will always inform you in advance if this happens.

18.2. Severability: If any part of this contract is found to be invalid, unlawful or unenforceable by a court or other authority, the remaining parts will still apply. The rest of the contract will remain in full force as long as the core purpose of the agreement is not affected.

18.3. Governing law and jurisdiction: These terms are governed by the laws of England and Wales. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the English courts unless both parties agree to resolve matters differently. Alternative dispute resolution: Before going to court, both parties agree to attempt to resolve any

dispute through a recognised alternative dispute resolution process such as mediation. This is intended to provide a faster and more constructive way to resolve disagreements.

18.4. Events outside our control: Yardhaus is not responsible for delays or failures to carry out our obligations if caused by events beyond our reasonable control. This includes things like extreme weather, strikes, illness, supply chain breakdowns, government restrictions or unexpected legal changes. If such an event occurs, we will inform you promptly and take reasonable steps to minimise the impact.

19. CONFIRMATION AND ACCEPTANCE

19.1. By going ahead with your Yardhaus project and signing our quote, you confirm that you have read and understood these terms and conditions. They form the basis of the agreement between you and Yardhaus, alongside your individual project quote and any agreed specifications. If you have any questions about these terms or would like clarification on anything, please speak with us before proceeding.

19.2. Once the quote is accepted and the relevant payment is made this agreement becomes binding. If you have chosen to proceed under permitted development or full planning approval, we will begin preparing the necessary drawings and documentation in line with your project timeline.

19.3. We're committed to working with you openly and honestly throughout your build and to delivering a high-quality annexe or room you can enjoy for many years to come.