SOLUS

ARCHITECTURE FOR LIVING

Terms and Conditions

Supply and installation of garden rooms, general joinery and building services

CONSUMER AND BUSINESS CONTRACT PACK

Version 1.0 | Effective 30 July 2026

IMPORTANT PAYMENT AND OWNERSHIP NOTICE

Each staged payment is a material obligation. Solus is not required to order, deliver or progress to the next stage until the corresponding cleared payment is received. To the fullest extent permitted by law, all Goods and materials remain the property of Solus until every amount due under the Contract has been paid in full.

Solus Commercial Limited trading as Solus
www.mysolus.co.uk | enquiries@mysolus.co.uk
Company number 15954287 | VAT registration number 507427204

How this contract pack works

These Terms are designed to accompany every Solus quotation and Order. They cover bespoke garden rooms, joinery, carpentry, fit-out, refurbishment and related building services.

Legal supplier	Solus Commercial Limited, company number 15954287, trading as Solus
Website	www.mysolus.co.uk
Trading / correspondence	The Coachings, Hessle, East Riding of Yorkshire, HU13 0HD
Registered office	Radley House Ground Floor, Radley House, Richardshaw Road, Pudsey, England, LS28 6LE
Email	enquiries@mysolus.co.uk
VAT	507427204
Effective date	30 July 2026

Which provisions apply?

- Part A applies to every Customer.
- Part B also applies when the Customer is an individual acting wholly or mainly outside a trade, business, craft or profession.
- Part C also applies when the Customer contracts for business purposes.
- If Part B or Part C conflicts with Part A, the applicable customer-specific Part takes priority.
- Schedules 1 to 4 form the operational contract pack and are supplied with your Quote where relevant.

Give these documents before acceptance

For a domestic customer, the Quote, specification, these Terms, the cancellation information and any early-start request should be provided on paper or by email before the Customer accepts the Order or pays the first instalment.

Order of Contract Documents

- a later signed Variation;
- the completed Order and Payment Schedule;
- the accepted Quote and written scope;
- approved drawings, specification and finishes schedule;
- these Terms and their Schedules; and
- other website or marketing material, only to the extent it contains information that is legally binding and has not been expressly varied by agreement.

Schedules supplied with your Quote

- Schedule 1 — Order, Contract Particulars and Payment Schedule.
- Schedule 2 — Consumer cancellation notice and model cancellation form.
- Schedule 3 — Express request to begin work during the cancellation period.
- Schedule 4 — Practical Completion and Snagging Record.

PART A

Terms applying to all Customers

Part A applies to Consumers and Business Customers alike. The applicable provisions in Part B or Part C supplement and, where necessary, override Part A.

1. About Solus and the Contract

Solus Commercial Limited, company number 15954287, trades as Solus. Its registered office is Radley House Ground Floor, Radley House, Richardshaw Road, Pudsey, England, LS28 6LE. Its trading and correspondence address is The Coachings, Hessle, East Riding of Yorkshire, HU13 0HD. Its VAT registration number is 507427204.

The Contract is between Solus and the person or organisation named as the Customer in the Order. A person signing for a company, partnership, trust, landlord or property owner confirms that they have authority to bind that Customer.

An estimate, website enquiry, concept image, budget indication or unsigned Quote is not an offer capable of acceptance. A Contract is formed when Solus confirms the Order in writing and receives any payment stated as due on acceptance, unless the written confirmation states a different point of formation.

The Customer should read the complete Contract before acceptance. Acceptance may be by signature, electronic approval, a clear written instruction to proceed, or payment of the first instalment after these Terms have been supplied.

2. Definitions and interpretation

- “Bespoke Goods” means Goods made, cut, ordered or finished to the Customer's measurements, design, colour, configuration or other specification, or which are not reasonably saleable to another customer without material loss.
- “Business Customer” means a Customer acting wholly or mainly for purposes relating to a trade, business, craft or profession.
- “Consumer” means an individual acting wholly or mainly for purposes outside their trade, business, craft or profession.
- “Contract” means the documents identified in the Order of Contract Documents section of this pack.
- “Goods” means materials, products, components, equipment, fixtures and items supplied or to be supplied by Solus.
- “Order” means the accepted quotation, order form or written instruction identifying the Customer, Site, scope, Price and Payment Schedule.
- “Payment Schedule” means the agreed instalments, due dates and milestone triggers in the Order or the default schedule below.
- “Practical Completion” means that the Works are complete except for minor items or defects that do not materially prevent safe and reasonable use for the agreed purpose.
- “Price” means the Contract price, including or excluding VAT as expressly stated, together with agreed Variations and other sums properly due.
- “Quote” means Solus's written quotation and its scope, assumptions, exclusions and validity period.
- “Services” and “Works” include design, surveys, procurement, manufacture, delivery, installation, joinery, carpentry, fit-out, refurbishment and related building services stated in the Order.
- “Site” means the property and work area identified in the Order.
- “Variation” means an agreed written change to the scope, specification, Price or programme.

“Working Day” means Monday to Friday excluding bank holidays in England.

Headings are for convenience. References to writing include email and an agreed electronic order system. Examples introduced by words such as “including” do not limit the words before them.

3. Contract Documents and priority

The Contract Documents are read together. If they conflict, the order of priority stated in How this contract pack works applies.

A later document changes an earlier document only where it clearly identifies the change and is agreed by both parties. A Customer purchase order is an administrative instruction only and does not introduce the Customer's standard terms unless Solus expressly accepts those terms in writing.

For a Consumer, information about Solus, the Goods or the Services that is binding by law remains binding unless the Consumer expressly agrees a permitted change. Nothing in this clause excludes liability for fraud or misrepresentation.

4. Scope of supply

Solus will provide only the Goods and Works expressly described in the accepted Quote, specification, drawings and Variations. Items not identified as included are excluded.

Unless the Order states otherwise, the Price does not include planning or building-control fees, structural engineering, statutory inspections, party-wall surveyors, utility upgrades, asbestos work, diversion of unidentified services, abnormal ground treatment, landscaping reinstatement beyond the immediate work area, decoration of existing surfaces or customer-requested work outside normal working hours.

Solus will perform the Services with the care and skill required by the Contract and applicable law. Approval by the Customer does not relieve Solus of a legal duty that properly applies to Solus.

Concept images, computer-generated visuals and showroom samples explain the design intent. The approved written specification and drawings control exact dimensions, products and finishes.

5. Survey, measurements and existing conditions

A Quote may be conditional on a Site survey, final measurement, supplier-price revalidation and written approval of the final cladding, colour, orientation, openings and services specification.

Unless expressly described as intrusive, a survey is visual and non-intrusive. It does not expose concealed foundations, drains, services, contamination, asbestos, structural defects, rot, voids or ground conditions.

If Solus discovers a physical condition that was not reasonably apparent from the agreed survey and which materially affects safety, compliance, method, time or cost, Solus will pause the affected work where reasonably necessary, explain the condition and propose a written Variation. Solus will not charge a Consumer for a condition that Solus should reasonably have identified within the agreed survey scope.

The Customer must give Solus accurate information about ownership, boundaries, levels, access, previous works, known defects, asbestos, drains, septic systems and buried or overhead services. Solus may rely on that information unless it is obviously incorrect.

6. Price, VAT and quotation validity

The Price and its VAT treatment are stated in the Quote. VAT is charged at the rate legally applicable at the relevant tax point. If a Quote says excluding VAT, VAT is added. If it says including VAT, the stated total includes VAT at the stated rate.

Unless a Quote states another period, it is valid for 30 calendar days. After that period, Solus may revalidate supplier prices and availability before accepting an Order.

Once the Contract is formed, the Price is fixed for the agreed scope except for an agreed Variation, an objective allowance or provisional sum stated in the Quote, a change in law or tax, inaccurate information supplied by the Customer, or an unforeseen condition dealt with under clause 5.

Solus will not make a material price increase for a Consumer without first explaining the reason, calculation and programme effect and obtaining agreement. If the parties cannot agree a material necessary change, either may end the unperformed part of the Contract, subject to payment for conforming work, Bespoke Goods and unavoidable commitments already properly made.

7. Payment terms and staged payments

The Payment Schedule in the accepted Quote or Order takes priority. If no other Payment Schedule is stated, the following default schedule applies:

Stage	Trigger	Share	Payment due
1	Booking and design payment	**10%**	On acceptance of the Order
2	Procurement payment after survey and final specification approval	**40%**	Before Solus places bespoke or non-returnable orders
3	Delivery and installation start	**30%**	When main materials arrive at the Site and installation begins
4	Weather-tight stage: frame, roof, external doors and windows substantially complete	**15%**	On written milestone notice
5	Practical Completion	**5%**	Within 3 Working Days of the Practical Completion notice

Each instalment is a material payment obligation. Unless the Order states otherwise, an invoice is due within 3 Working Days of issue and in every case before Solus is required to proceed to the next stage. Solus may require cleared funds before placing orders, releasing Goods, mobilising or continuing the Works.

The Customer must pay in pounds sterling by the method stated on the invoice and must quote the invoice or project reference. Bank-detail changes should be independently verified using a previously established contact method before payment.

Payment of an instalment does not by itself amount to acceptance of defective work. Equally, a minor snag or a dispute about one item does not justify withholding the whole of an otherwise due instalment. The Customer must pay every undisputed amount on time. No retention may be deducted unless a specific written retention arrangement is contained in the accepted Order or is required by mandatory law.

8. Late or missed payment; suspension and recovery

If an amount is not paid when due, Solus may issue a written notice identifying the overdue amount and the action required. Solus is not required to start the next stage while that amount remains unpaid.

For a Consumer, Solus may suspend affected performance after giving at least 5 Working Days' written notice if an undisputed amount remains overdue. Any consumer interest is simple interest at 2% per year above the Bank of England base rate, calculated only on the overdue undisputed sum.

Solus may also recover reasonable, evidenced storage, demobilisation, remobilisation and third-party costs caused directly by the default. It will not impose a penalty or recover the same loss twice. For a Business Customer, the payment, interest, notice and suspension provisions in Part C apply.

A suspension caused by the Customer extends the programme by the period of suspension plus a reasonable period for labour, subcontractors and deliveries to be rebooked. If a material payment default continues for 14 calendar days after a further written warning, Solus may end the Contract. Ending the Contract does not cancel sums already due.

9. Ownership of Goods and materials — retention of title

To the fullest extent permitted by law, legal and beneficial ownership of every item of the Goods and all materials supplied for the Works remains solely with Solus until Solus has received in cleared funds the full Price and every other amount then due under the Contract. This applies even where an earlier instalment was described as a materials or procurement payment.

Until ownership passes, the Customer must hold delivered but unfixed Goods for Solus, keep them identifiable where reasonably practicable, protect them from loss and damage, and must not sell, dispose of, charge, pledge, remove, alter or permit a third party to acquire an interest in them.

The parties intend, so far as the law allows, that a prefabricated or modular garden room and its severable components will not become part of the land before full payment merely because they are temporarily attached for stability or installation. If any Goods nevertheless become fixtures or ownership otherwise passes by operation of law, the Customer remains liable for the full Price and Solus retains every lawful remedy for non-payment.

While title remains with Solus, Solus may ask to inspect or recover unfixed or lawfully severable Goods after reasonable written notice. Solus will not enter a Consumer's home or land without consent or a court order, will not use force, and will not remove an item where removal would be unlawful or cause disproportionate damage.

Any lawful recovery will be proportionate. Solus will credit the Customer with the reasonable net value realised from recovered Goods after reasonable recovery, storage, repair and resale costs. Recovery does not extinguish any remaining debt. This clause concerns ownership only; risk is dealt with in clause 10 and statutory consumer rights are unaffected.

10. Delivery, storage and risk

Delivery and installation dates will be agreed or notified as the programme develops. Unless expressly guaranteed in the Order, a delivery date is a target and is subject to the agreed preconditions, product availability and reasonable events beyond Solus's control.

For a Consumer, risk in Goods passes when the Consumer or a person identified by the Consumer, other than Solus's carrier, takes physical possession, subject to mandatory law. For a Business Customer, risk passes on delivery to the Site or collection by the Customer or its carrier, whichever occurs first.

Passing of risk does not pass ownership. From the point risk passes, the Customer must take reasonable care of and insure the Goods for their replacement value.

If delivery or installation cannot proceed because the Customer has not provided safe access, cleared the Site, obtained an agreed permission or paid a due instalment, Solus may store the Goods and rearrange delivery. The Customer must pay reasonable, evidenced storage and redelivery costs caused by that failure, subject to consumer fairness requirements.

11. Customer responsibilities and Site access

The Customer confirms that they own the Site or have the owner's written authority to commission the Works and grant access, and is responsible for the accuracy of the Site boundary and for identifying third-party rights, easements and restrictions known to them. Unless the Order allocates them differently, the Customer must:

- provide safe, timely and unobstructed access of the width and load capacity stated by Solus, together with agreed parking, permits and delivery space;
- clear furniture, stored items, fragile objects, planting and obstructions from the work and access areas;

provide reasonable access to electricity, water and welfare facilities where stated in the Quote;

- identify known drains, cables, pipes, tanks, wells, voids, overhead lines, hazardous materials and asbestos and provide available plans;
- keep children, pets, visitors and unauthorised persons away from work and storage areas;
- protect valuables and back up any data or systems that could reasonably be affected by the Works;
- coordinate other contractors so they do not obstruct, alter or damage Solus's Works; and
- not give direct instructions to Solus's employees or subcontractors that change scope, sequence or method.

If the Customer does not meet a responsibility and this causes additional work or delay, Solus may claim a reasonable extension and the reasonable additional cost, after explaining the cause and evidence.

12. Permissions, statutory approvals and dutyholders

The Order must identify who is responsible for planning permission, lawful-development advice, building-control approval, structural calculations, landlord or freeholder consent, restrictive covenants, Party Wall etc. Act matters, conservation or listed-building consent, highways licences and utility approvals.

Unless expressly included in Solus's scope, the Customer is responsible for obtaining the required permissions and paying the associated fees before the affected Works start. Solus does not warrant that permitted-development rights or an exemption from building regulations applies unless Solus has expressly agreed in writing to provide that professional advice.

Where Solus is appointed to prepare or coordinate an application, Solus will use reasonable care and skill but cannot guarantee the decision or timescale of an authority, inspector, utility provider, adjoining owner or other third party.

Each party must comply with the health-and-safety, Construction (Design and Management) and building-regulation dutyholder obligations that legally apply to it. Any appointment of Solus as contractor, principal contractor, designer or principal designer must be recorded in the Order or a separate written appointment. Nothing in the Contract unlawfully transfers or excludes a statutory duty.

13. Design, samples, tolerances and substitutions

The Customer must review and approve final drawings, layouts, samples, colours, cladding direction, openings, ironmongery and service positions by the stated deadline. Approval confirms the Customer's aesthetic and functional selection but does not remove Solus's responsibility for its own design obligations.

Building materials have normal manufacturing and installation tolerances. Timber, stone, composite cladding, concrete, plaster and painted products may show grain, knots, shade, texture, batch, weathering and minor movement differences. These are not defects unless they fall outside the agreed sample, specification, applicable standard or reasonable tolerance.

Solus may make a minor technical change required by law, safety, availability or installation necessity if it does not materially reduce appearance, performance, durability or value, and will notify the Customer. A significant product, colour, layout or performance change requires the Customer's written agreement or a genuine option to reject the change and receive an appropriate refund for the affected unprovided item.

Customer-supplied designs, measurements or products remain the Customer's responsibility as to ownership and suitability, except to the extent Solus knew or ought reasonably to have known that they were unsafe or incompatible and failed to warn the Customer.

14. Services, connections and existing installations

Electrical, plumbing, drainage, data, heating, ventilation and air-conditioning work is included only where stated in

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the Order. The Quote will identify, where relevant, the assumed connection point, route, capacity and certification.

The Customer is responsible for the capacity and condition of existing supplies and installations unless Solus has expressly agreed to inspect or upgrade them. If testing reveals an unsafe, inadequate or non-compliant existing installation that was not reasonably apparent, the affected connection may be paused and treated as a proposed Variation.

Solus will provide legally required certificates for work within its scope, or arrange for its relevant competent subcontractor to do so. A certificate is evidence of the work it covers and is not a guarantee of unrelated existing installations.

15. Programme, working hours and delays

A start date is conditional on receipt of due payments, approved design information, required permissions, product availability and a ready and accessible Site. Solus will provide or confirm a reasonable target programme.

Unless the Order expressly identifies a guaranteed completion date, or the Customer makes a critical deadline known and Solus accepts it in writing, dates are reasonable estimates. Solus will nevertheless perform within any agreed period or, where none is agreed, within a reasonable time.

Solus is entitled to a reasonable extension for unusually adverse weather, unsafe conditions, shortage or late delivery not caused by Solus's failure to order on time, utility or authority delay, hidden Site conditions, change in law, agreed Variations, Customer delay, labour unavailability outside Solus's reasonable control, emergency or another event Solus could not reasonably avoid. Events within Solus's reasonable control do not entitle Solus to an extension.

Normal working hours are reasonable daytime hours on Working Days, subject to Site rules, neighbours, permissions and the programme. Weekend or out-of-hours working is not included unless stated or agreed as a Variation.

16. Variations and additional work

A Variation should state the changed work, addition or omission, price adjustment, payment timing and programme effect, and must be agreed in writing before the varied work is carried out.

If a safety issue or urgent need to protect the Site makes prior agreement impracticable, Solus may carry out only the reasonable minimum protective work, promptly explain what was done and charge a reasonable amount, provided the urgency was not caused by Solus's breach.

A request, discussion or Site instruction does not change the Contract until confirmed in writing. Solus is not obliged to proceed with a Variation until its price and any required advance payment are agreed.

If the Customer omits work, the Price reduction will reflect the net cost reasonably saved, taking account of design, procurement, cancellation, restocking, preliminaries and work already carried out. The Customer may not omit work solely to give it to another contractor where that would disrupt, damage or duplicate Solus's contracted work.

17. Subcontractors, control of the Works and Site safety

Solus may use suitably competent employees, specialist subcontractors and suppliers, and remains responsible for the performance of subcontracted obligations to the extent required by the Contract and law.

Solus controls the construction methods, sequencing and supervision of its Works. The Customer must raise requests through Solus's nominated contact and must not direct individual workers.

Solus may stop or restrict work where it reasonably considers the Site, weather, access, existing structure, customer activity or another contractor's work unsafe. The parties will cooperate to remove the risk.

Building work can create unavoidable noise, dust, vibration and temporary loss of access or services. Solus will take reasonable precautions and keep material disruption proportionate to the Works.

18. Practical Completion, inspection and snagging

When Solus considers the Works have reached Practical Completion, it will give a written notice and invite the Customer to inspect within 3 Working Days or another agreed period.

The parties should record incomplete or defective items on the Practical Completion and Snagging Record in Schedule 4. The Customer should notify obvious additional snags promptly and normally within 5 Working Days. This does not waive rights in relation to a latent defect or any statutory right.

Minor snagging that does not materially prevent safe and reasonable use does not prevent Practical Completion or make the whole final balance disputable. Solus will complete valid snagging within a reasonable period, taking account of access, curing, weather and product lead times.

If the Customer genuinely disputes a material item, any temporary withholding must be reasonable and proportionate to that item. Every undisputed amount remains payable on time. Solus will provide the handover information and legally required certificates within a reasonable time.

19. Defects, workmanship guarantee and product warranties

Solus provides a 12-month contractual workmanship guarantee from Practical Completion for defects caused by Solus's failure to perform the Works with the agreed care and skill. This guarantee is additional to, and does not shorten or replace, rights or limitation periods provided by law.

The Customer must notify a suspected defect promptly, describe it, provide reasonable photographs or information and allow Solus a reasonable opportunity to inspect and remedy it. Except in an emergency, the Customer should not instruct a third party to alter the affected work before Solus has had that opportunity.

Solus will remedy a valid defect within a reasonable time and without significant inconvenience. Manufacturer warranties are passed on, assigned or supported by Solus where the terms permit; they are subject to the manufacturer's written conditions but do not replace Solus's legal obligations as supplier and installer.

Where the Order expressly includes a 25-year steel-frame warranty, Solus will provide the applicable written warranty terms before acceptance. Unless that written warranty states more, it applies only to the specified galvanised structural steel frame and the events expressly covered; it does not automatically cover foundations, finishes, cladding, roofing, windows, doors, services, sealants, fixings, cosmetic change or consequential items. A stated life expectancy is not itself a guarantee.

20. Maintenance, use and matters not caused by Solus

The Customer must follow the handover, manufacturer and maintenance instructions, including ventilation, heating, drainage, gutter cleaning, sealant inspection, protective coatings and safe loading.

A guarantee does not cover a condition to the extent it is caused by fair wear and tear, failure to maintain, misuse, abnormal loading, impact, flood, fire, extreme weather outside the design basis, pests, vegetation, ground movement outside the agreed design assumptions, condensation caused by use or inadequate ventilation, customer-supplied items, or unauthorised alteration by another person.

The Customer must observe manufacturer clearances and fire-safety instructions for heaters, barbecues, stoves, hot tubs, saunas, cooking equipment and other heat or moisture sources. Damage caused by excessive heat directed at timber, composite cladding, glazing, seals or finishes is not a Solus defect. Nothing in this clause excludes liability for a defect caused by Solus.

21. Customer cancellation outside a statutory cooling-off right

The Customer may ask to cancel all or part of the Contract at any time by written notice. Consumer statutory cancellation rights are dealt with in Part B.

Where no statutory right to cancel without charge applies, Solus will provide a reasonable cancellation account. It may include the value of conforming work and Services already supplied, Bespoke Goods and other Goods the Customer keeps, non-cancellable supplier commitments, reasonable demobilisation or restocking costs, and a reasonable net loss directly caused by cancellation after allowing for costs saved and reasonable mitigation.

A payment is not automatically non-refundable merely because it is called a deposit or materials payment. For a Consumer, Solus will retain only the amount permitted by law and will refund any balance promptly. If cancellation is caused by Solus's material breach, the Customer's legal remedies apply and Solus may not charge a cancellation sum for the consequences of its own breach.

22. Termination for breach or prolonged prevention

Either party may end the Contract by written notice if the other commits a material breach and, where the breach can be remedied, does not remedy it within 14 calendar days after a notice describing the breach and required remedy.

Solus may end the Contract for persistent non-payment, refusal of safe access, dangerous or abusive conduct, material interference with the Works or a serious failure to obtain an allocated permission, after giving the notice and opportunity to remedy required by the Contract and law.

If an event outside both parties' reasonable control prevents substantially all performance for 60 consecutive days, either may end the unperformed part on written notice. On termination, the Customer must provide reasonable access for Solus to make the Site safe, collect its tools and, subject to clause 9, recover Goods. Accrued payment, ownership, intellectual-property, liability and dispute provisions continue.

23. Intellectual property and project documents

Solus and its licensors retain copyright and other intellectual-property rights in their designs, details, drawings, specifications, images, calculations, methods and documents.

After full payment, Solus grants the Customer a non-exclusive licence to use the project documents solely to construct, occupy, maintain, repair and sell the completed project at the Site. The Customer may give copies to its professional advisers, purchaser and maintenance contractors for those purposes.

The licence does not permit the design to be reproduced at another site, commercially exploited or represented as another person's work without written permission. The Customer grants Solus a licence to use customer-provided documents and designs to perform the Contract and confirms it has the right to do so.

24. Records, photographs and personal information

Solus may take proportionate Site, progress and completion photographs for design, quality, safety, payment, warranty and dispute records. It will take reasonable steps not to capture unnecessary personal information.

Solus will not use identifiable images of the Customer, children, personal possessions or a recognisable private address for public marketing without separate permission.

Personal information is processed for quotations, contract performance, legal compliance, payment, warranty, safety and legitimate business administration in accordance with Solus's privacy information and applicable data-protection law.

25. Liability — provisions applying to everyone

Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title, a liability that cannot lawfully be limited, or a Consumer's mandatory statutory rights.

Solus is responsible for loss or damage caused by its breach to the extent the loss was reasonably foreseeable when the Contract was made and the Customer takes reasonable steps to reduce it. Solus is not responsible to the extent loss is caused by the Customer, an existing defect outside scope, inaccurate information, unauthorised third-party work or an event for which Solus is not legally responsible.

Unless expressly agreed as part of the design brief, Solus does not guarantee a planning outcome, property value, tax treatment, acoustic performance, internet signal, suitability for sleeping accommodation, commercial licensing or a use requiring a particular regulatory approval.

26. Complaints and dispute resolution

A complaint should be sent to enquiries@mysolus.co.uk or to Solus, The Coachings, Hessle, East Riding of Yorkshire, HU13 0HD, with the project reference, issue, photographs and requested outcome where available.

Solus aims to acknowledge a complaint within 5 Working Days and provide a substantive response within 15 Working Days where reasonably possible. The parties should allow a reasonable inspection and meet or speak in good faith before starting proceedings, unless urgent action is necessary.

The parties may agree mediation or another appropriate alternative dispute-resolution process. A Consumer is not required to use arbitration or give up the right to bring a claim in an appropriate court.

27. Notices

A formal notice under the Contract must be in writing and delivered by hand, prepaid first-class post or email to the address stated in the Order or later notified in writing.

A notice is treated as received: if delivered by hand, when left at the proper address; if posted, at 9:00 am on the second Working Day after posting; and if emailed, when sent without a delivery failure before 5:00 pm on a Working Day, otherwise at 9:00 am on the next Working Day. This does not govern service of court proceedings.

28. General legal terms

Solus may subcontract performance and may transfer the benefit of a payment debt. It will not transfer its obligations to a third party in a way that reduces a Consumer's rights without the Consumer's agreement.

A delay or failure to enforce a right is not a waiver. A waiver applies only to the specific matter confirmed in writing. If a provision is invalid or unenforceable, it will be treated as removed only to the necessary extent and the rest of the Contract continues.

A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract, except a lawful successor or assignee expressly given a right. The Contract and non-contractual obligations are governed by the law of England and Wales, subject to the mandatory rights and jurisdiction protections in Part B for Consumers.

PART B

Additional terms for Consumers

Part B applies only where the Customer is an individual acting wholly or mainly outside their trade, business, craft or profession. It protects statutory rights and explains cancellation for distance and off-premises contracts.

29. Consumer statutory rights

Goods must be as described, of satisfactory quality and fit for a particular purpose made known to Solus where the law so requires. Services must be performed with reasonable care and skill, for a reasonable price where none is agreed, and within the agreed time or otherwise a reasonable time.

Legal remedies may include repair, replacement, repeat performance, an appropriate price reduction, rejection, damages or termination depending on the circumstances. Nothing in the Contract restricts or makes it unreasonably difficult to exercise those rights.

The 12-month workmanship guarantee is an additional commercial promise and is not the period within which all legal claims must be made. Advice about consumer rights is available from the Citizens Advice consumer service at www.citizensadvice.org.uk/consumer.

30. 14-day cancellation right for distance and off-premises contracts

Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply because the Contract is made at a distance or away from Solus's business premises, the Consumer normally has 14 days to cancel without giving a reason.

For a service contract, the normal period ends 14 days after the day the Contract is made. The legal classification and period for a mixed contract involving Goods and Services can depend on the circumstances, and nothing here reduces a longer period required by law.

The Consumer may cancel by any clear statement sent before the deadline; use of the model cancellation form is optional. Solus will confirm a cancellation received electronically. If Solus failed to give required cancellation information, the cancellation period may be extended by law. Solus will make any required refund using the original payment method unless otherwise agreed and within the statutory time.

31. Bespoke Goods and early performance during the cancellation period

The statutory right to cancel does not normally apply to Goods made to the Consumer's specifications or clearly personalised. Garden-room frames, windows, doors, cladding, cabinetry and other cut-to-size or special-order components may be Bespoke Goods.

Solus will normally wait until the 14-day cancellation period has expired before starting Services or committing to Bespoke Goods, unless the Consumer makes a separate express request in writing.

If the Consumer expressly asks Solus to start Services during the cancellation period and then validly cancels, the Consumer must pay a proportionate amount for Services properly supplied up to cancellation, provided Solus gave the required information. The Consumer loses the statutory right to cancel a service contract once the Service has been fully performed only where performance began after the Consumer's express request and the Consumer acknowledged that the right would be lost on full performance.

If the Consumer expressly requests immediate procurement or manufacture of Bespoke Goods, the Consumer acknowledges that the statutory cancellation right for those Goods may not apply once Solus has placed a non-cancellable order or manufacture has begun. This does not affect rights if Goods are faulty, misdescribed or not supplied as agreed.

32. Consumer cancellation charges and deposits

Where a statutory right to cancel without charge applies and no permitted early Services or excluded Bespoke Goods are involved, Solus will refund payments as required by law.

Outside that right, Solus may retain or charge only an amount that fairly reflects unavoidable net costs, conforming work or Goods supplied, non-cancellable bespoke commitments and any reasonable net loss directly caused by the Consumer's cancellation after taking reasonable steps to reduce the loss.

A booking deposit will be non-refundable only to the narrow extent expressly stated in the Order and reasonably representing the reservation or ordinary costs caused by cancellation. A substantial prepayment is not automatically forfeited.

33. Consumer liability and insurance

Solus is responsible for foreseeable loss or damage caused by its breach. Loss is foreseeable if it was an obvious consequence or both parties knew it might occur when the Contract was made.

Where the Consumer uses the completed Works for a business purpose that was not the main basis on which they contracted as a Consumer, Solus is not responsible for business loss such as lost profit, revenue, opportunity or interruption, except where that exclusion is unlawful.

The Consumer should notify their building and contents insurer before work starts where required by the policy. Failure to notify does not excuse Solus from loss caused by Solus but may affect the Consumer's own insurance protection.

34. Consumer governing law and courts

The Contract is governed by the law of England and Wales. A Consumer who lives in Scotland or Northern Ireland also retains any mandatory local-law protections and may bring proceedings in the courts permitted by consumer jurisdiction rules.

Nothing requires a Consumer to use binding arbitration or prevents an application for an urgent remedy or a claim in an appropriate court.

PART C

Additional terms for Business Customers

Part C applies where the Customer contracts wholly or mainly for business purposes. It includes a construction-payment mechanism where the Housing Grants, Construction and Regeneration Act 1996 applies.

35. Business authority and reliance

The Business Customer confirms that it has authority to contract for the Site, has carried out its own commercial assessment and has disclosed all employer, landlord, funder, principal-contractor and Site rules relevant to Solus before the Quote.

Any programme, budget or performance requirement on which the Business Customer intends to rely must be expressly included in the Order. Solus is not bound by a main contract, lease, funding agreement or third-party standard it has not received and accepted in writing.

36. Business payment terms where the Construction Act does not apply

Unless the Order states otherwise, an invoice or milestone application is due 7 calendar days after receipt and the final date for payment is 14 calendar days after the due date. Payment must be made in cleared funds without set-off or counterclaim except to the extent required by law or expressly agreed.

The Business Customer must notify a genuine invoice query promptly, identify the amount and basis, and pay the undisputed balance by the final date.

37. Construction Act payment notices and adjudication

This clause applies to the extent the Contract is a construction contract governed by Part II of the Housing Grants, Construction and Regeneration Act 1996, as amended.

Solus may submit an application for payment on each agreed milestone and, for work continuing for more than 45 days, on the last Working Day of each month for the cumulative value of work, Goods and other sums properly due, less payments received. The application must state the sum Solus considers due and the basis of calculation.

The due date is 7 calendar days after receipt of a valid application. The Business Customer must issue a payment notice no later than 5 calendar days after the due date. The final date for payment is 14 calendar days after the due date, and any pay-less notice must be given no later than 5 calendar days before the final date and state the sum considered due and the basis of calculation.

If a required payment notice is not given, Solus's application will operate as the payment notice to the extent permitted by the Act. Either party may refer a dispute arising under the construction contract to adjudication at any time; where the contractual procedure is incomplete, the Scheme for Construction Contracts applies to the necessary extent.

38. Commercial late payment, suspension and recovery

On an overdue qualifying commercial debt, Solus may claim statutory interest at 8% per year above the Bank of England base rate, the applicable fixed compensation sum and reasonable additional recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and related regulations.

Where the Construction Act applies, Solus may suspend all or part of its obligations after giving at least 7 days' notice stating the ground, and is entitled to the statutory extension of time and reasonable costs and expenses resulting from a valid suspension.

Where the Construction Act does not apply, Solus may suspend affected performance after 5 Working Days' written notice of an undisputed overdue amount. The programme and reasonable demobilisation, remobilisation, storage and rebooking costs will be adjusted accordingly.

39. Business retention of title and Site access

Clause 9 operates as an all-monies retention-of-title clause for all sums owed by the Business Customer to Solus under the Contract and any other contract between them that is then due.

Until ownership passes, the Business Customer grants Solus an irrevocable licence, exercisable after reasonable notice and during normal business hours, to enter premises under the Business Customer's control to inspect or recover Solus-owned unfixed or lawfully severable Goods. Solus will not use force or enter a third party's premises without lawful authority.

The Business Customer must keep Solus-owned Goods separately identifiable where reasonably practicable, insured for full replacement value and free of any charge, lien or disposal. If it resells any Goods before ownership passes with Solus's consent, it must account to Solus for the proceeds up to the amount owed.

40. Business liability

Subject to clause 25 and to the maximum extent permitted by law, Solus's total aggregate liability to the Business Customer arising out of or in connection with the Contract is limited to 100% of the Price, excluding VAT.

Subject to clause 25, Solus is not liable to the Business Customer for indirect or consequential loss, or loss of profit, revenue, business, contract, opportunity, anticipated saving, goodwill, production, use or data.

The limitations apply to contract, tort including negligence, breach of statutory duty and other causes of action, but only so far as they are reasonable and lawful. The Business Customer is responsible for loss caused by its unsafe Site, infringement in customer-supplied designs, inaccurate information or unauthorised instruction, to the extent Solus reasonably relied on it and did not contribute to the loss.

41. Business termination and insolvency

In addition to clause 22, Solus may terminate immediately by written notice if the Business Customer enters liquidation other than a solvent restructuring, administration, has a receiver appointed, ceases trading, proposes a formal arrangement with creditors or suffers an equivalent event, subject to any mandatory insolvency-law restriction on termination.

On termination, Solus may submit a final account for work performed, Goods supplied or committed, loss directly resulting from termination after mitigation, and demobilisation, less sums paid and costs saved. Payment is due within 7 calendar days unless a mandatory construction-payment process applies.

42. Business assignment, law and jurisdiction

The Business Customer may not assign, novate, transfer, charge or subcontract its rights or obligations without Solus's prior written consent, not to be unreasonably withheld where Solus's payment and performance risk is not increased. Solus may assign a debt or subcontract performance and may transfer the Contract to an associated or successor business on written notice if the Business Customer's rights are not materially reduced.

Subject to any right to adjudication, the courts of England and Wales have exclusive jurisdiction over a dispute with a Business Customer. Either party may seek urgent interim relief or enforce an adjudicator's decision.