These Terms and Conditions apply to all Materials and Services provided by us, Golden Larch Group Limited, which includes Golden Larch Contracting Limited, a company registered in England and Wales under number 03789649, and Golden Larch Sales Limited under number 13939117, whose registered office addresses are 3 East Wood Court, Broad Water Road, Romsey, Hampshire, United Kingdom, SO51 8JJ (referred to as "the Company/we/us/our").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
"Consumer" is as defined in the Consumer Rights Act 2015;
"Contract" means the contract formed upon your acceptance of our Quotation, as detailed in clause 2;
"Customer" means you, the consumer or business for which we are to provide the Services to;
"Materials" means the materials required for the provision of the Services which we will supply, where specified in the Quotation;
"Quotation" means our written estimate for providing the Materials (where applicable) and Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and sets out our entire scope of works;
"Services" means the installation services to be provided by us to you as detailed in our Quotation;
"Site" means the site as detailed in the Quotation at which the Services are to take place; and
"You/Your" means you, the business entering into the Contract with us.

1.2 Each reference in these Terms and Conditions to:
1.2.1 "writing" and "written" includes emails and similar communications;
1.2.2 a statute or a provision of a statute refers to that statute or provision as amended or re-enacted at the relevant time;
1.2.3 "Terms and Conditions" refers these Terms and Conditions as may be amended or supplemented at the relevant time; and
1.2.4 a clause refers to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.4 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

2. How the Contract is Formed

2.1 We will send you a written Quotation detailing the Materials and the Services to be provided by us. You may accept our Quotation, electronically or otherwise. We will then send you an order confirmation setting out the details of the Contract.

2.2 A legally binding Contract will be formed once you accept our Quotation. The Contract will incorporate, and be subject to, these Terms and Conditions. Before entering into the Contract, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.3 Our Quotation is based on our Services being carried out during normal working hours (Monday-Friday, 7:30 – 5:00pm and Saturday 8am – 12pm, excluding bank holidays). Works required outside of these hours may incur extra costs.

2.4 Our Quotation is based on the measurements and other information provided to us at the time we prepare them. Please ensure you check all measurements and quantities are correct before accepting the order confirmation. If any errors or discrepancies become evident, we reserve the right to adjust our pricing. In any event, the Quotation is subject to a site visit and may change following this, as set out in clause 3 below.

2.5 No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

3. Site Visits

3.1 We may arrange an appointment to visit the site to take or confirm measurements of the proposed works so that we may satisfy ourselves of:
3.1.1 the technical viability of the works;
3.1.2 compliance with current laws and guidelines; and
3.1.3 whether the price and Materials (where applicable) agreed were appropriate.

3.2 If any site visit reveals unforeseen additional work is required at an additional cost, or that the Services to be undertaken are unsafe or unsuitable, both parties have the right to cancel the Agreement. If the Agreement is cancelled under this clause 3, we will refund any deposit paid (where applicable).

3.3 Where the Agreement is not cancelled under Clause 3.2, we will send you an amended Quotation. Please note, in any case, this may extend any estimated programme dates we may have given you.

3.4 We may provide you with sketches, impressions, plans or similar documents in advance of the works. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification, nor to guarantee specific results.

4. The Services

4.1 We will require you to grant us unrestricted access to the Site at all reasonable times for the purposes of taking measurements and or carrying out the Services, and for any subsequent remedial work if required.

4.2 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

4.3 We will ensure that no parts of the Site suffer damage as a result of our provision of the Services. This does not apply to any damage caused to any existing decorations which is reasonably commensurate with the carrying out of works in the usual way. We will make good any other damage that occurs at no additional expense to you, as soon as is reasonably possible.

4.4 We reserve the right to charge for any remeasurements, amendments to the template, additional Materials, works required outside of our normal working hours or additional visits to the Site above the allowance included for in our Quotation (where we have specified this). You will need to agree in writing to any changes and therefore accept responsibility for any issues with the final Materials if the changes have been interpreted incorrectly upon agreeing to them.

4.5 Unless otherwise agreed by us, we shall not be responsible for the disposal of debris during the Services. Where we have agreed to provide this to you, we reserve the right to charge additional costs for this.

4.6 Any programme we agree is to be treated as an estimate only. We may be delayed by factors outside of our control so unless we agree otherwise in writing, we will have no obligation to complete our Services by a specified date.

5. Materials

5.1 Where we have agreed to supply the Materials:
5.1.1 if you wish to cancel your order or change the colour and/or type of Materials, you must tell us in writing. Please also note that certain colours may look different to the actual colour of the Materials when viewed on an electronic device. Unless the Materials are faulty, we accept no liability for any variances in this respect;
5.1.2 we reserve the right to make minor, non-aesthetic alterations to the specification of the Materials described in the Quotation without consulting you first; and
5.1.3 if any Materials are unavailable and we cannot restock them, we will offer an alternative. You can either accept the alternative item(s) and we will notify you in advance if this changes the price, or you can remove the item(s) from the order, and we will adjust the price you need to pay accordingly.

5.2 Please note that where you or any third-party have supplied the Materials, we cannot be held responsible for them in any way.

5.3 Please be aware that colours and pattern within the Materials can look different once installed. We accept no responsibility in respect of this.

6. Delivery and Installation

6.1 We will provide an estimated delivery date for the Materials. However, it is possible for delays to be incurred due to unavoidable breakages occurring during the manufacture of the Materials, and we cannot be held liable for any costs incurred by any delays as a result.

6.2 Most orders will be delivered by lorry or large van, so it is important that you tell us about any restrictions on access at the time of your

order.

6.3 Where the Materials reach site on a non-installing day, they will be delivered by courier, and you will be responsible for unloading them from the delivery vehicle and bringing them to the Site. If no one is available at the Site at the time of delivery, the driver will retain the Materials, and we will await further instructions. Any redelivery will be chargeable and this must be paid before the redelivery can take place.

6.4 Delivery will be deemed to have taken place when the Materials have been delivered to the agreed delivery address and you (or someone identified by you) have taken physical possession of the Materials.

6.5 We cannot be held responsible if the items are lost, stolen or become damaged after the delivery has taken place. Please notify us at the time we quote if there are any access restrictions both within and surrounding the Site. Please also notify us within 24 hours of delivery if there are any defects, damage, missing or incorrect items so we can investigate with the courier.

6.6 We require a minimum of 48 hours' notice if the agreed delivery date is to be changed. If we receive less than 48 hours' notice, we reserve the right to charge for any costs we incur as a result.

6.7 We reserve the right to charge you for any storage costs incurred by us where you have failed to take delivery of the Materials or any part of them on the agreed date, or where the agreed Installation date has been delayed.

6.8 Where we have agreed to install the Materials on the same date, you are responsible for ensuring that:

6.8.1 the installation team and any delivery vehicles have unrestricted access to the Site, with suitable adjacent parking, on the agreed dates and at the agreed times. Our price is based on being able to complete our Services in one continuous visit or where we are carrying out our Services in phases, each phased visit is to be continuous;

6.8.2 parking permits, if required, have been organised in advance;

6.8.3 no third parties shall have entry to the Site during the Services, unless this is deemed necessary;

6.8.4 if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the Services; and

6.8.5 the Materials are kept safe and in storage (where applicable) in between site visits.

6.9 If you fail to comply with any of your obligations outlined above, or if we are otherwise delayed for any reason beyond our control, we will reserve the right to suspend the Services until such time as this is rectified, not be held liable for any delays, and to charge for any costs we may incur as a result, such as for storage or non-productive visits to the Site.

7. Risk and Title

7.1 The responsibility (sometimes referred to as the "risk") for the Materials remains with us until they have been delivered to you in accordance with clause 6, at which point it will pass to you. You will be responsible for the protection and insurance of such Materials and will be liable for any loss or damage that may occur from that point.

7.2 Until we have received payment under the Contract in full, we will remain the legal and equitable owner of the Materials and may retake them at any time.

8. Fees and Payment

8.1 You agree to make payment to us in accordance with the Quotation.

8.2 We may require a deposit. This will be specified in the Quotation and shall become due once the Contract is formed. If applicable, we will be unable to order the Materials and/or commence the Services until this deposit is paid in full.

8.3 We also reserve the right to request 100% of the quoted fee up front at our sole discretion and will specify this in the Quotation.

8.4 All prices quoted are exclusive of VAT, unless otherwise specified by us.

8.5 We may charge for any expenses, mileage and travelling time to attend additional visits to the Site at your request, outside of where this has been included for in the Quotation.

8.6 If payment is not made by the due date then, without prejudice to any other rights or remedies available to us, we will reserve the right to suspend the Services, withhold any delivery, recover any Materials we own in accordance with clause 7 and/or charge you interest on the outstanding amount at a rate of 8% above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment. We will additionally be entitled to take legal action against you in order to recover any amounts due to us and will charge for any costs we may incur in attempting to recover any outstanding sum, such as our reasonable legal costs.

9. Cancellation where you are a Consumer

9.1 Where you are a Consumer and subject to Clause 9.2, you have a statutory right to a "cooling off" period. This period begins once the Contract is formed and ends at the end of 14 calendar days after that date.

9.2 Please note that the cooling off period does not apply to any bespoke goods or materials made to measure ordered by the Customer, nor any perishable or deteriorating goods such as Concrete and bagged products.

9.3 If you wish to cancel the Agreement within the cooling off period, you should inform us immediately by post or email to the contact details provided by us. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

9.4 If you cancel within the cooling off period, you will receive a full refund of any amount paid to us under the Agreement. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

9.5 If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14-day cooling off period. By making such a request, you acknowledge and agree to the following:

9.5.1 If the Services are completed within the 14-day cooling off period, you will lose the right to cancel once the works are completed; and

9.5.2 If you cancel the Agreement after the Services have begun, you will be required to pay for the Services and Materials supplied up until the point at which you inform us of your wish to cancel.

10. Cancellation of Contract outside of the Cooling Off Period

10.1 Where you are not a Consumer or where the 14-day cooling-off period is otherwise not applicable, either party may terminate the Contract for any reason at any time by informing the other of this in writing.

10.2 Where the Contract has been cancelled in accordance with this Clause 10, you shall remain liable to pay for Services that have been carried out and/or Materials provided by us and we will reserve the right to levy reasonable cancellation charges against you, including but not limited to, any restocking and administration costs, procurement costs and loss of profit, and these shall fall due for payment immediately. Any monies already paid to us shall be non-refundable. Should cancellation take place after we have purchased any Materials, payment for such Materials and any expenses incurred will be required to be paid to us by the Customer.

11. Guarantee

11.1 Upon delivery, all Materials will be granted a guarantee, which will be subject to the extents and limits of the manufacturer's guarantee or warranty.

11.2 This guarantee is subject to:

11.2.1 payment having been received by us in full in accordance with clause 8;

11.2.2 you following all maintenance, cleaning and other instructions issued by us and the manufacturer; and

11.2.3 you notifying us in writing promptly, within 7 days of the installation or delivery, of any defects or other issues with the Products.

11.3 In the event of a valid claim made under this clause 11, we will:

11.3.1 replace or repair any Materials that are damaged or defective upon delivery; or

11.3.2 refund to you the amount paid by you for the Materials in question the subject of the fault or issue.

11.4 We accept no liability in respect of damage due to causes beyond our control including, but not limited to, accident, misuse, vandalism, failure to comply with our and the manufacturer's maintenance and cleaning instructions, cosmetic damage or deterioration arising out of normal wear and tear, or Materials that are not supplied by us. We

will reserve the right to charge our reasonable costs where we have determined your claim is false or has been incurred as a result of your own negligence.

12. Our Liability

12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

12.2 We will not be responsible to you for any indirect or consequential losses including, but not limited to, any loss of profit, loss of business, interruption to business or loss of any business opportunity. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the total Contract value.

12.3 We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.

12.4 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

12.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a Consumer, where applicable. For more details on your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

13. Intellectual Property Rights

13.1 We will own (and retain) all intellectual property rights subsisting in any and all sketches, impressions, plans and other materials we produce. If you make any such materials available to a third party, or if you wish to use them for any reason other than us carrying out the works, then we reserve the right to charge for this.

13.2 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.

13.3 You warrant that any document given to us will not cause us to infringe the intellectual property or other legal rights of any third party.

13.4 We reserve the right take photographs of the finished works for our own promotional purposes. Please advise us when accepting our Quotation if you do not agree to this.

14. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, act of terrorism or war, governmental action, pandemic, epidemic, other natural disaster, or any other event that is beyond our control.

15. How We Use Your Personal Information: All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the UK GDPR and any subsequent amendments to them.

16. Complaints: We always aim to ensure that your experience as a customer of ours is positive, however, if you have any cause for complaint, please make this to us in writing in the first instance. We will need you to grant us access to investigate and/or remedy any complaint for which we may be liable. We respectfully ask that you do not publish any negative comments on social media or any other platform without first allowing us to investigate.

17. Other Important Terms

17.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

17.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.

17.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.

17.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

18. Governing Law and Jurisdiction

18.1 These Terms and Conditions (and the Contract) will be governed by, and construed in accordance with, the laws of England and Wales.

18.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions (or the Contract) will fall within the jurisdiction of the courts of England and Wales.