

# Terms & conditions

Temporary, semi-permanent and permanent buildings

OCTOBER 2026

## Read alongside your quotation

UK Garden Rooms Ltd trading as Noah Building Systems. These terms accompany the agreed quotation, approved specification and any hire schedule, which set out the commercial arrangements for your project.

### Your configured building

Use the configured-building reference and Configurator Link in your quotation to view the proposal. The approved written specification governs your order.

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# Your contract with Noah

## 01 Your contract with Noah

**1.1 Parties and scope.** In these terms, "Noah", "we", "us" and "our" mean UK Garden Rooms Ltd trading as Noah Building Systems. "Customer", "you" and "your" mean the business customer named in the quotation. These terms cover the sale or hire of building systems and the associated services expressly agreed in writing. They are for customers acting in the course of business. Consumer orders require separate consumer terms.

**1.2 Contract documents.** The contract consists of the accepted quotation, our written order confirmation, the approved specification and drawings, any agreed hire schedule, these terms and any written variations. A quotation is open for acceptance for the period stated in it. Your order is an offer; a contract is formed when we issue written acceptance or an order confirmation. We will identify any deposit needed before work starts.

**1.3 Order of precedence.** An expressly agreed written variation takes priority, followed by the agreed order confirmation, the accepted quotation and any hire schedule, the approved technical specification and drawings, and these terms. A technical drawing governs technical details where the commercial documents are silent. Any conflict must be clarified before procurement or work proceeds. Your purchase-order terms apply only if we expressly agree to them in writing.

**1.4 Checking the order.** Check the contract documents and promptly tell us of any error or inconsistency. Each party must appoint an authorised contact for approvals and changes. We will obtain written approval before fixing unresolved material layout or performance requirements.

# The configured building

## 02 The configured building

**2.1 Reference and link.** The configured-building reference and the URL identified as "Configurator Link" in the quotation provide access to the proposed configuration. The contract specification is the version expressly approved in writing. Later changes to an online configuration do not change the contract unless agreed as a written variation.

**2.2 Agreed performance and design criteria.** The approved specification must define the building system, materials, dimensions, layout, installation postcode or postcode area, intended use, occupancy, design working life and all agreed thermal, fire, wind, snow, imposed and collateral-load requirements. For initial selection and standard designs, wind and snow criteria may be established from the postcode area and an identified generic design envelope, including the applicable wind and snow zone, maximum altitude and stated exposure assumptions. Site-specific inputs must also be recorded where they materially affect the design, including unusual altitude, topography, terrain, exposure, roof form, snow drifting, neighbouring structures, internal and external pressures, suspended equipment, photovoltaic panels, services and operational loads. We will exercise reasonable skill and care in design and installation within our agreed scope. You must disclose all relevant site information, unusual loads, equipment and operating conditions before approval.

**2.3 Standard design envelope and technical approval.** A postcode area and generic wind and snow loading may be used where the proposed site and use fall within the stated standard design envelope. The approved specification must record the postcode area, wind and snow criteria, altitude limit, exposure assumptions and any operational wind or weather restrictions. A site-specific structural check is required where the site falls outside those limits, has unusual topography or exposure, is affected by significant neighbouring structures, involves non-standard loads or use, or where required by Building Control, another authority or the responsible engineer. Where structural design is within our scope, manufacture will not begin until the applicable design basis and required drawings, calculations, foundation reactions, anchorage loads and assumptions have been approved through the agreed process. Approval by you does not relieve us of responsibility for design within our contracted scope, and information supplied by you remains your responsibility for accuracy.

**2.4 Illustrations and substitutions.** Images, samples and website descriptions are illustrative unless expressly incorporated into the contract. A material substitution or design change requires written agreement before supply. It must not materially reduce the agreed performance or quality. We will explain any effect on price, programme, approvals or warranty.

# Prices, payments & changes

## 03 Price and payment

**3.1 What the price includes.** The quotation must identify the purchase price or hire rate, VAT treatment, delivery, installation, plant, foundations, inspections and any dismantling or removal charges. Only items expressly included form part of our scope. We will clarify omissions before accepting the order. Additional work requires agreement under clause 4.

**3.2 Payment schedule.** Deposits, instalments, invoice frequency and payment dates are those stated in the accepted quotation or order confirmation. No standard deposit percentage or advance-payment period is imposed by these terms. Pay in cleared funds to the account shown on our invoice. Verify a request to change bank details with our established contact before paying.

**3.3 Disputed invoices.** Notify us promptly in writing of a disputed invoice, identifying the amount and reasons. The undisputed balance remains payable by its due date. The parties will work to resolve the dispute promptly. Nothing in these terms overrides a valid statutory payment or pay-less notice, or a right that cannot lawfully be restricted.

**3.4 Late payment and finance.** For qualifying overdue commercial debts, we may claim statutory interest, compensation and recovery costs under applicable late-payment legislation. Suspension is governed by clause 16. Finance arrangements are separate agreements with the finance provider; a finance application alone does not pay or cancel your order. Any finance condition must be expressly included in our contract.

**3.5 Construction payment rules.** Where Part II of the Housing Grants, Construction and Regeneration Act 1996 applies, its mandatory payment, notice, suspension and adjudication provisions take priority. The applicable statutory Scheme for Construction Contracts supplements or replaces any inadequate contractual provision. We will agree a compliant payment schedule for those works.

## 04 Variations, cancellation and postponement

**4.1 Written changes.** Request changes in writing. Before proceeding, we will confirm the revised scope, price, payment arrangements and programme. Changes may affect design checks, consents, procurement, hired equipment and third-party bookings. Neither party is bound by an unapproved variation, except for action reasonably needed to make the site safe.

**4.2 Customer cancellation.** A business order has no automatic contractual cooling-off period under these terms. Cancellation requires written agreement. Unless a different cancellation basis is expressly agreed, you must pay for completed work and reasonable, evidenced, unavoidable costs committed for the order, less costs saved and recoverable value. We will take reasonable steps to mitigate loss and credit any deposit against the amount due. This does not affect a right to terminate for our breach.

**4.3 Postponement and extra costs.** A revised date depends on availability. Reasonable storage, aborted attendance, transport, plant and rescheduling costs caused by your delay may be charged where evidenced and notified. We will explain the basis before further costs are committed where practicable. A prolonged postponement does not automatically change the price: any revised price or programme must be agreed in writing. We will not recover the same loss twice.

# Permissions & site readiness

## 05 Consents and project responsibilities

**5.1 Permissions.** Unless our quotation expressly includes obtaining a particular consent, you are responsible for checking and securing planning permission, building-control approval, landlord consent, rights of access and other approvals required for the site and intended use. A temporary or relocatable building is not automatically exempt. Requirements must be checked for the relevant UK jurisdiction and local authority.

**5.2 Our agreed contribution.** Where included, we will provide drawings, calculations or application support within our agreed scope and with reasonable skill and care. An application service does not guarantee approval. Both parties must comply with applicable law in carrying out their own obligations; the allocation of consent work does not excuse defective or non-compliant design or installation by us.

**5.3 Construction safety duties.** The parties must identify the applicable client, designer, contractor and principal dutyholder roles before site work. Where CDM 2015 applies, you must fulfil your commercial-client duties, including providing relevant pre-construction information and making required appointments. We remain responsible for our own statutory duties. Any principal designer or principal contractor appointment must be expressly agreed.

## 06 Ground, foundations and access

**6.1 Information and surveys.** Provide accurate available site plans, boundaries, service records, ground information and known hazards or restrictions. We will define the scope of any survey or investigation we undertake. A visual visit or photographs do not establish hidden ground conditions. Intrusive investigation, anchor testing or additional engineering is included only where stated; necessary extra work must be agreed before it proceeds.

**6.2 Bases and anchorage.** The ground, slab, foundations and anchorage must meet the approved project design and tolerances. You are responsible for customer-provided groundworks and for supplying relevant design, strength and curing information. We are responsible for foundation or anchorage design and work within our contracted scope. All foundation and access requirements are project-specific.

**6.3 Services and drainage.** Identify and mark known buried and overhead services and arrange isolation or protection where required. We must use appropriate precautions for our work; scanning cannot guarantee detection of every service. Maintain suitable drainage and disclose flood risk or ground instability. Responsibility for resulting loss follows the cause and each party's obligations, subject to clause 17.

**6.4 A ready and safe site.** Provide the agreed clear working area, delivery and lifting routes, laydown space, working hours and access for suitable vehicles and plant. Confirm overhead clearance, ground bearing capacity, security and welfare arrangements before attendance. Keep other workers and the public clear of the work zone. Notify us promptly of any change. We may pause unsafe work and agree corrective action under clauses 4 and 16.

**6.5 Site changes.** You must notify us before installation of any change to the site, surrounding development, ground level, exposure, intended use or loading information on which the design depends. Any necessary redesign, additional works, delay or cost will be dealt with as a variation.

# Delivery & installation

## 07 Programme and delivery

**7.1 Dates and dependencies.** We will confirm the programme after order acceptance, necessary technical approvals and agreed payments. Lead times and dates are estimates unless expressly agreed as binding. Dependencies include access, permits, groundworks, stock and safe weather conditions. We will tell you promptly of a material delay, explain its cause and agree the next practical steps.

**7.2 Receiving the building.** Provide an authorised representative to confirm the delivery location, accept materials and record visible shortages or damage. Delivery, unloading and storage arrangements must be stated in the quotation. We will not leave materials in an unsafe or unsecured location without agreement. Responsibility for risk is set out in clause 10 or, for hired equipment, clause 14.

**7.3 Aborted attendance.** If delivery or installation cannot proceed because an agreed customer obligation has not been met, we may rearrange attendance. We may recover reasonable, evidenced additional costs under clause 4.3. We will explain the revised programme and any storage requirements. Charges do not apply to the extent that the failure is caused by our own breach.

**7.4 Collection or supply only.** Where you arrange collection or installation by others, the quotation must identify the collection point, loading responsibilities, transport requirements and information we will supply. Inspect goods at collection and record visible issues. You are responsible for your transport and installation arrangements; this does not exclude our responsibility for pre-existing defects or inaccurate installation instructions.

## 08 Installation and associated works

**8.1 Location and working conditions.** Confirm the approved location, orientation, levels and boundaries before work starts. Repositioning after anchoring or assembly is a variation. We will use competent personnel and suitable methods for our scope. We may engage subcontractors but remain responsible for the work we have contracted to perform.

**8.2 Plant, links and making good.** The quotation must state who provides lifting equipment, access equipment, operators and other plant. Links to existing buildings depend on a suitable agreed interface and the adequacy of the existing structure. Structural alterations, sealing details, drainage interfaces and making good must be expressly allocated. The agreed specification governs the weather performance of any link.

**8.3 Power and electrical work.** Provide the power supply specified for installation and for the finished building, unless expressly included in our scope. Inflated membrane roofs may require a continuous supply to their pressure-control equipment. The approved specification will identify voltage, capacity and operating requirements. Electrical installation, connections, testing and certification must be carried out by competent persons and included or separately allocated in writing.

**8.4 Unexpected conditions.** If hidden obstructions, unsuitable ground or unsafe conditions are discovered, we will make our work safe, notify you and propose a solution. Additional investigation, design or works require an agreed variation. We will not proceed with a structurally unsuitable solution simply because a disclaimer is signed.

# Handover & purchased buildings

## 09 Completion and handover

**9.1 Completion standard.** Installation is complete when the contracted work is substantially finished and the building can safely be used for the agreed purpose. Minor outstanding items may be recorded for correction without preventing completion where they do not materially impair safe use. Completion does not replace statutory approval or certification where required.

**9.2 Inspection and records.** We will invite you or your authorised representative to inspect the completed work and record any visible defects, shortages or outstanding items. We will agree a reasonable programme for correction. A signed handover record is evidence of the recorded condition; it does not waive rights relating to latent defects or matters that could not reasonably be identified at the inspection.

**9.3 Absent representative.** If no representative attends, we may record completion with dated photographs and a written completion notice. You must have a reasonable opportunity to inspect and report concerns. Absence or silence alone does not waive a valid defect claim.

**9.4 Handover information.** We will provide the agreed operating and maintenance instructions, warranty information, certificates and design records within our scope. You must communicate relevant operating limits and safety instructions to users, maintainers and any subsequent owner or occupier.

**9.5 Project photographs.** We may keep appropriate project photographs for quality assurance, completion records and dispute handling, subject to applicable data-protection duties. Marketing use of identifiable customer details or site images requires appropriate permission. Publication rights are not granted merely by accepting these terms.

## 10 Risk and ownership on purchase

**10.1 When risk transfers.** For a purchased building installed by us, risk transfers at completion and handover under clause 9, unless the quotation expressly agrees another point. For supply-only goods, risk transfers on delivery at the agreed delivery point; for customer collection, when handed to you or your nominated carrier. We remain responsible for loss or damage caused by our breach or negligence.

**10.2 Title.** Ownership of purchased goods passes only when we receive full cleared payment for those goods. Until then, protect identifiable goods, maintain appropriate insurance and do not sell, charge or otherwise dispose of them without our written agreement. This clause does not give us a right to remove goods that have become part of land contrary to applicable law or third-party rights.

**10.3 Recovery and access.** Where we lawfully retain title and payment remains outstanding, we may seek return of recoverable goods. Entry onto land, dismantling and recovery require lawful authority and safe arrangements. These terms do not authorise forced entry, unsafe removal or interference with another person's rights.

**10.4 Purchased-building removal.** Dismantling, relocation and disposal after purchase are included only if expressly quoted. Any later relocation requires assessment of the new site, loads, foundations, approvals and handling method. Moving the building does not automatically transfer a site-specific design approval or warranty.

# Defects & warranty support

## 11 Defects and warranty support

**11.1 Reporting a problem.** Record visible damage or shortages at delivery or handover. Report other defects promptly after discovery to [info@noahbuildingsystems.co.uk](mailto:info@noahbuildingsystems.co.uk) with your order reference, a description and photographs where possible. A reporting request does not automatically time-bar valid rights. Stop use if it would be unsafe or worsen damage.

**11.2 Inspection and remedy.** Give us a reasonable opportunity and safe access to inspect and put right a defect for which we are responsible. Subject to your legal rights and the nature of the defect, the remedy may be repair, replacement, repeat performance or an appropriate price adjustment. We will agree the practical arrangements and reasonable timing. Responsibility for remedial costs follows the cause of the defect.

**11.3 Urgent and third-party work.** Contact us before commissioning third-party remedial work where practicable. Obtain our written agreement to costs if you want us to reimburse them. This does not prevent reasonable emergency action to protect people or property, or remedies available where we fail to put right our breach within a reasonable time.

**11.4 Written warranty cover.** The quotation and warranty documents identify the provider, duration, components, conditions and claims process. A 10-year frame warranty applies only where expressly confirmed for the supplied system. Cover for membranes, cladding, doors, electrics, foundations and remedial costs must be specified. Manufacturer warranties are additional to contractual rights against us.

**11.5 Exclusions and causation.** A warranty may exclude ordinary wear, misuse, unapproved alterations, excessive loading or damage caused by failure to follow maintenance instructions. An exclusion must be lawful and causally related to the claimed defect. Weather, ground movement or condensation does not automatically exclude our responsibility.

# Use & maintenance

## 12 Use and maintenance

**12.1 Operating within the design.** Use the building only for the purpose, occupancy and load limits in the approved specification. Do not alter the frame, anchorage, bracing or openings, suspend additional loads, connect new structures or relocate the building without an appropriate assessment and written approval where required. You are responsible for contents, operational risks and changes you introduce.

**12.2 Routine care.** Follow the supplied maintenance instructions. Keep gutters, drains and access routes clear; check relevant fixings, seals, door mechanisms and coatings at the stated intervals. Maintain safe access for inspection and keep records. Any service or annual inspection by us is included only where stated in the quotation or a separate maintenance agreement.

**12.3 Moisture, roofs and severe weather.** Manage ventilation, heating and humidity for the actual use. An insulated building is not a guarantee of zero condensation in every operating condition. Maintain any roof inflation or control system and its continuous power supply as instructed. Follow the written severe-weather and snow-management plan; do not climb onto or clear a roof without a safe competent method.

**12.4 Severe events and reassessment.** After an impact, fire, flood, exceptional wind or snow event, unauthorised alteration, relocation or other event that may affect structural integrity, stop using any affected area where safety may be compromised and arrange a competent inspection. Continued use, alteration or relocation beyond the approved design assumptions requires written structural reassessment.

# Hire: period & charges

## 13 Hire period and charges

**13.1 Hire schedule.** For a hired building, the agreed hire schedule must state the equipment, location, minimum term, start date or trigger, hire rate, invoice frequency, deposit, notice period and delivery, installation, inspection, dismantling and removal charges. Unless the hire schedule expressly states a longer period, the minimum hire period is six months. Hire is a right to use the equipment; it does not transfer ownership or create a tenancy of the site.

**13.2 Start and minimum period.** Hire charges begin on the agreed start date or trigger, normally completion and handover where we install the building. The minimum hire period is six months unless a longer minimum period is stated in the hire schedule. Hire charges remain payable throughout the minimum period even if you cease using the equipment, except where you validly terminate for our material breach. Any advance rental is as stated in the hire schedule. If your delay prevents installation, any earlier charging arrangement must have been stated in the hire schedule; reasonable storage or rescheduling costs may otherwise apply under clause 4.3.

**13.3 Extension and price changes.** Any continuation beyond the minimum term must follow the extension and notice arrangements in the hire schedule. No new fixed minimum term is created solely by continued use. The agreed rate continues unless a permitted review mechanism is expressly stated or a new rate is agreed in writing. A purchase option exists only if expressly agreed.

**13.4 Availability and defects.** Notify us promptly if hired equipment becomes unsafe or unusable. We will address defects for which we are responsible within a reasonable time. If our breach makes the building materially unusable for the agreed purpose, we will agree an appropriate hire credit or other lawful remedy for the affected period. Normal agreed inspections should be coordinated to minimise disruption.

# Hire: care & insurance

## 14 Care, ownership and insurance during hire

**14.1 Ownership and permitted use.** Hired equipment remains our property or that of the owner identified in the hire schedule. Keep ownership markings intact. Do not sell, charge, sub-hire, move or materially alter it without written consent. You must have the site owner's permission for installation and subsequent removal and tell us promptly if ownership or occupation of the site changes.

**14.2 Custody and loss.** From handover until the equipment is made available for agreed collection, take reasonable care, secure the site and comply with clause 12. You are responsible for loss or damage caused by your breach, misuse or negligence, including that of persons for whom you are responsible. We remain responsible for defects and damage caused by our own breach or negligence. Ordinary wear and tear is allowed.

**14.3 Insurance.** Throughout the hire period and until the equipment is returned to or collected by us, maintain: (a) all-risks cover for the hired equipment for its full new replacement or stated sale value, whichever is specified in the hire schedule; (b) public liability insurance of not less than £10,000,000 for any one occurrence; (c) employers' liability insurance at the legally required level where applicable; and (d) professional indemnity insurance at the level stated in the hire schedule where you, your designer or your consultant undertakes design or specification responsibility affecting the equipment. The policy for hired equipment must note our or the owner's interest where reasonably required. Provide certificates and relevant policy evidence before delivery and on renewal, notify us immediately of cancellation or a material lapse, and do nothing that may invalidate cover. Your contents and business interruption remain your responsibility. Insurance obligations do not increase either party's underlying contractual liability or relieve us of our own responsibilities.

**14.4 Inspection and repair access.** Provide reasonable access on prior notice for agreed inspections, maintenance and repairs, with immediate safe access in an emergency where practicable. The quotation must identify any included inspection service. We will comply with reasonable site procedures, coordinate attendance and avoid unnecessary interference with your operations.

# Ending hire & returning the building

## 15 Ending hire and returning the building

**15.1 Notice and collection.** You must give at least three months' written notice to end the hire unless the hire schedule expressly requires a longer period. Notice may be served during the minimum hire period, but cannot expire before that minimum period ends. Hire continues, and charges remain payable, until the later of the end of the minimum period and expiry of valid notice, subject to clause 15.4. We will confirm the hire-end date and collection arrangements. If notice is late or invalid, charges continue on the agreed basis until valid notice expires. We will arrange collection within a reasonable time after you make the equipment available on the agreed date.

**15.2 Early termination.** Ending hire before the agreed minimum period requires our written agreement unless you have a right to terminate for our breach. Any agreed early-termination payment must reflect the contractual charging basis and account for costs saved or value recovered. We will take reasonable steps to mitigate loss and will not recover the same loss twice.

**15.3 Preparing for dismantling.** Before the agreed removal date, clear your contents, arrange competent disconnection of services allocated to you, and provide the agreed safe access and working area. We will dismantle and remove the equipment within our scope using reasonable care. Removal charges and the allocation of making good must be stated in the quotation or hire schedule.

**15.4 Return condition and delay.** We will record the returned condition and explain any proposed charge for damage beyond ordinary wear, missing parts or necessary cleaning. Charges must be reasonable, evidenced and related to your contractual responsibility. Hire may continue where your breach prevents collection, on the agreed basis. It will not continue solely because we delay collection after valid notice and readiness for the agreed removal date.

# Suspension & termination

## 16 Suspension, termination and events beyond control

**16.1 Suspending work.** We may pause work where it is unsafe, required information or approvals are missing, an agreed customer obligation prevents progress, or a payment lawfully due remains unpaid. We will give written reasons and, where practicable, an opportunity to resolve the issue. We must comply with any mandatory statutory notice and suspension procedure. A pause does not automatically transfer every delay cost to you.

**16.2 Material breach.** Either party may terminate for a material breach that cannot be remedied, or is not remedied within a reasonable period stated in a written notice. Either party may exercise an insolvency-related termination right only where permitted by applicable insolvency law. Accrued payment rights, lawful title rights and obligations intended to survive remain effective.

**16.3 Consequences.** On termination, we will make our work safe and account for work completed, goods supplied and lawful outstanding charges. Deposits will be credited and any balance repaid or invoiced as appropriate. Cancellation charges do not apply to the extent they arise from our breach. Return or recovery of hired or unpaid goods must follow safe, lawful arrangements.

**16.4 Events beyond reasonable control.** A party affected by an event beyond its reasonable control must notify the other promptly, explain the effect and take reasonable steps to mitigate it. Obligations are suspended only to the extent affected, with the programme adjusted accordingly. Payment for goods or services already supplied remains due. If the interruption persists so that the contract cannot reasonably continue, either party may end the affected part by written notice, with a fair account of work and costs and no charge for unperformed work.

# Responsibility & liability

## 17 Responsibility and liability

**17.1 Liability that is preserved.** Nothing in the contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of an obligation as to title that cannot be excluded, or any other liability that cannot lawfully be excluded or limited.

**17.2 Responsibility for loss.** Subject to clause 17.1 and applicable law, each party is responsible for loss caused by its breach or negligence. A customer responsibility for access, consents, foundations, services or maintenance does not excuse a failure within our own agreed scope. Each party must take reasonable steps to reduce avoidable loss.

**17.3 Business losses.** Subject to clause 17.1 and only to the extent permitted by law and reasonable in the circumstances, we are not liable for loss of profit, revenue, business, anticipated savings or opportunity, or for indirect or consequential loss. These exclusions do not remove our obligations to supply the agreed building, remedy our defects or provide any hire credit required under clause 13.4.

**17.4 Financial cap.** Subject to clause 17.1 and to the extent permitted by law, our total aggregate liability arising out of or in connection with a contract will not exceed the liability cap stated in the quotation or order confirmation. If no cap is stated, the cap is 100% of the total purchase price for a sale contract or, for a hire contract, 100% of the hire charges paid or payable during the first 12 months of hire. This cap applies in aggregate to contract, tort including negligence, breach of statutory duty and otherwise, but does not reduce an obligation to refund sums paid for goods or services not supplied. Separate caps may be agreed for particular insured risks.

# Disputes & general terms

## 18 Complaints, notices and general provisions

**18.1 Resolving concerns.** Send concerns to [info@noahbuildingsystems.co.uk](mailto:info@noahbuildingsystems.co.uk) with your order reference. The parties will first seek a practical resolution through their authorised contacts, escalating to senior representatives where needed. They may agree mediation. This process does not prevent urgent court relief or delay a statutory right to adjudication.

**18.2 Governing law.** The contract is governed by the law of England and Wales and, subject to mandatory law and any statutory adjudication right, the courts of England and Wales have jurisdiction. For work elsewhere in the UK, applicable local planning, building, safety and other mandatory requirements still apply.

**18.3 Written notices.** Contract notices must identify the order and be sent to the contact address or email stated in the order confirmation. A notice takes effect on receipt, subject to any mandatory statutory service rules. The sender should obtain evidence of receipt, particularly for cancellation, termination and hire-end notices. Tell the other party promptly if contact details change.

**18.4 Assignment and subcontracting.** Neither party may transfer the contract without the other's written consent, which must not be unreasonably withheld or delayed. We may subcontract work under clause 8.1 while remaining responsible for our contracted obligations. Assignment cannot reduce rights or remove obligations already owed to the other party.

**18.5 Entire agreement and changes.** The documents in clause 1.2 record the agreement. This does not exclude liability for fraud or unlawfully restrict a misrepresentation remedy. Contract changes must be agreed in writing. A later website update or a new edition of these terms does not amend an existing order without agreement.

**18.6 Other provisions.** Failure to enforce a right immediately is not a waiver. If a provision is invalid, the remaining provisions continue to the extent lawful. Except for rights expressly granted in a written contract document, a person who is not a party has no right to enforce the contract under the Contracts (Rights of Third Parties) Act 1999. Personal information must be handled in accordance with applicable data-protection law.

# General commercial provisions

## 18 Complaints, notices and general provisions

**18.7 Confidentiality.** Each party must keep the other's confidential commercial and technical information secure and use it only for the contract. This does not apply to information already lawfully public, independently developed or required to be disclosed by law or a competent authority. Disclosure to professional advisers, insurers, funders and subcontractors is permitted where they are bound by appropriate confidentiality obligations.

**18.8 Intellectual property.** Each party retains ownership of intellectual property it owned before the contract. Once all sums due are paid, we grant you a non-exclusive licence to use the project-specific drawings and operating information solely to occupy, operate and maintain the building at the approved site. You may not use our standard designs, calculations or documents to manufacture, copy or procure a competing structure, or provide them to a third party for that purpose, without written consent. This does not prevent disclosure required for planning, building control, safety, insurance or professional advice.

**18.9 Compliance.** Each party must comply with applicable anti-bribery, sanctions, modern-slavery, export-control and health-and-safety laws in connection with the contract. Neither party is required to perform an obligation where doing so would be unlawful, but it must notify the other promptly where legally permitted.

**18.10 No partnership or agency.** Nothing in the contract creates a partnership, joint venture, employment relationship or authority for either party to bind the other.

**18.11 Electronic signatures and counterparts.** The contract and agreed variations may be signed electronically and in counterparts, each of which is treated as an original and together form one instrument.