

Terms and Conditions of Sale

These terms and conditions govern all contracts entered in to by the company for the supply and sale of goods and services. Any order given to the company shall be deemed to constitute an agreement to be bound by these Terms and Conditions. No variations of these Terms and Conditions shall be of any effect unless agreed by the company in writing.

Description of goods

The company website, brochure and any elevation drawings serve as a guide only and do not form part of any contract. The company reserves the right to alter specifications without prior notice. Some timber sizes are nominal and subject to normal variations.

Prices

All prices are subject to VAT at the current rate. Once the customer places an order and the deposit are received, a sales confirmation will be issued, and the price stated will remain fixed.

Payments

50% of the total sale price is required upon placement of order.

30% when our installation team are 7 days into the project.

The final payment of 20% is due on the final day of installation. The finished building should be inspected and signed off prior to payment.

Cancellations

The client reserves the right to cancel their order and receive a full refund 14 days after the deposit has been paid. After that time, no refunds will be given.

Our Garden Room Ltd reserves the right to cancel any order prior to the installation date for any reason. In the event of Our Garden Room cancelling an order, a full refund will be given.

Delivery

The company will always try to honour the estimated delivery/install date. We cannot guarantee the install date and cannot be held responsible for postponement or delay outside of our control (for example extreme weather conditions, access difficulties, parking, traffic etc.) and

cannot be liable for compensation. The company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation and written agreement. Access route to the build site must be clear. Parking requiring permits must be arranged by the customer during the days of install.

Bases & Installations

All sites must be level with correct drainage in place, a clearance of no less than 400mm is required in addition to the external dimensions of the building to allow construction.

The customer must be present to confirm location of the base frames prior to construction.

Once this position has been confirmed and the base constructed, the position cannot be changed. Access to electricity and water is required on site.

Whilst every care is taken to avoid any damage to plants, grass, trees and garden landscaping, Our Garden Room cannot be held responsible for damage caused by the install team. No apertures for services not supplied by Our Garden Room will be made unless agreed and confirmed on your Sales Order.

Planning

Planning consent is not normally required; however, it is the customer's responsibility to ensure that planning consent is not required for the installation. We recommend you seek clarification from your local planning authority.

Guarantee

Our Garden Rooms are covered by a comprehensive guarantee, which is activated once the final balance is paid in full. The guarantee for manufacturing faults, corrosion and rot for a period of 10 years from the date of installation.

External fascia's, internal trim, floor coverings, electrical installations, electric appliances, heaters, accessories, telecoms, network and external connections are covered by a one-year guarantee.

UPVC Door and Window Double Glazed units are guaranteed against internal misting (seal failure or condensation) and hinge and locking system failure for a 3-year period. Door Adjustments may be necessary and can be easily adjusted by the customer - please call for advice.

Buildings constructed by Our Garden Room under 'Permitted Development' should not be used for habitable accommodation. If used for habitable accommodation the guarantee is invalid.

Guarantee excludes normal "wear and tear" and decorated surfaces.

Plastering - Our Garden Room Ltd follow NHBC guidelines relating to plaster finishes, "some cracking (up to 2mm wide) is likely due to shrinkage and differential movement of materials". Settlement cracks should be filled and sanded by the customer and are not covered under guarantee.

The guarantee assumes that the building is heated and kept in a reasonable condition.

Guarantee Claims

Requests for remedial work must be made to the main office, once agreed, a maintenance team will be dispatched to remedy the issues free of any charge. Our Garden Room cannot reimburse payments made to third party repair contractors without prior arrangements.

Please note our guarantees are non – transferable.

Iroko Cladding

Iroko is a natural hardwood and as such will lighten in colour and stain over the course of time. The speed at which the wood lightens off is dependent on its exposure to the effects of weather, individual variations in the timber and the frequency with which it is treated. It is recommended that the customer oils their room every 6-12 months in order to preserve its original colour. No guarantee will be made by Our Garden Room against the effects of weather exposure on the colour of the external cladding.

Ground, Gutter, Roof Area Maintenance and Heating

It is the customer's responsibility to ensure areas around the building are kept clear. An air gap under the sides and rear of the building must be maintained and clear of obstacles to ensure vegetation and weeds do not make contact with the building and lead to possible intrusion within the building.

Gutters and roof should be inspected and cleared of all debris a minimum of twice a year. As with any external building, failure to clear gutters and keep air gaps maintained may result in damage to the fabric of the building which will invalidate your guarantee.

The buildings must be heated to a consistent temperate and kept in a reasonable condition or this will invalidate the claim.

Health and Safety

All installation personnel have been trained and briefed on H&S safe working practices including use of PPE (Personal Protective Equipment). If a full Risk Assessment and/or Method

Statement are required by a customer 5 weeks' notice must be given and charges will apply based on the level of compliance required.

Liability Insurance

Our Garden Room Ltd are covered by liability insurance up to £10million. Full details are available on request.

Law Governing This Contract

The contract shall in all respects be construed and operated as an English contract governed by English law and any dispute arising out of, or in connection herewith, shall be referred to the English courts.