

Elite Garden Building Terms and Conditions V2.2

All orders are accepted under the following terms and conditions, which constitute a legally binding contract. Customers are advised to read this carefully before signing.

1)Orders can only be accepted if completed in full, this includes but is not limited to diagrams, tick boxes with initials and signature(s).

2)Amendments to orders – If you need to change your building design; we need to be informed up to 30 working days before delivery and installation, any amendments will be subject to price increases applied after the initial order date.

3)Specification – We reserve the right to change, alter and withdraw products and components without notice if they pose a safety or functionality risk.

4)Orders placed on hold – if necessary, you are welcome to put your order on hold if you are unable to take delivery, there is no fee to do so providing we have been given sufficient notice (see points 24-27). Orders on hold may be subject to component availability and any price increases that have been applied since the order was placed. Once the order is removed from hold, we will inform the customer of any price/component changes if necessary. We will then allocate our next available installation slot according to our lead times.

5)Delivery – Delivery dates and lead times are not an essence of the order. Delivery is arranged to the convenience of the company in agreement with the customer. Specific times will not be provided due to the nature of the work. Customers are required to be on site to receive the building. If the customer fails to keep arrangement, we reserve the rights to recover our reasonable costs. In extreme circumstances the delivery and installation of a building may need to be delayed, we reserve the right to a reasonable extension.

6)Access – The customer will agree clear access to the height of eight feet is available from where the delivery vehicle is parked to location of the installation (base). Under no circumstances will components be carried over garage roofs, fences, hedges, walls etc. If these obstacles arise it will be classed as a failed delivery, and we reserve the right to recover our reasonable costs. The customer will take responsibility and ensure there is ample parking for our vehicle(s) on the day of delivery and installation and provide any parking permits required for the correct vehicle type.

7)Electrics – are not supplied with the building and are the responsibility of the customer to organise for the day of installation if desired. We advise a time for your electrician to be on site when the installation dates are scheduled as this can vary for each building. Your electrician can complete a final fix any time after we have completed the building. Alternatively, your electrician can install electrics after the building has been installed, these would be surface mounted. We do not accept responsibility for the work done or any damage caused by your electrician.

8)Internal Finish – All Elite buildings come with MDF internals unless upgraded; these come primed ready to paint, we do not offer an internal painting service. It is the customer's choice to paint the interior. We do not accept responsibility for surface scuffs/marks.

9)Accidental Damage to Property – No responsibility will be accepted for accidental damage caused to the customer's property during delivery/installation. The customer is required to remove/protect items such as hanging baskets, pots, archways, pergolas, vehicles, driveways, satellite dishes, newly laid turf etc. before delivery/installation.

10)Base/Location of the Building – Installation can only take place if the base is totally solid, flat, level and of sufficient size. If the base/location of the building is inadequate it will be classed as a failed installation, and we reserve the rights to recover our reasonable costs. It is the customer's responsibility to ensure the base is of the correct type/size considering roof overhangs and the space needed for maintenance and installation. Once the building has been installed any movement or subsidence of the base or surrounding area is the sole responsibility of the customer

11)Clearance – we require a gap all the way around the building of at least 2' for composite clad buildings and a gap of at least 1' for painted timber, cedar, or metal clad buildings away from any boundary fences/walls/hedges/other unmovable obstructions. If this clearance gap is not provided, we may be unable to install your new garden room which would result in postponed installation dates and a return call out fee.

12)Timber frame bases – UK Garden Buildings Rugeley Ltd offer a timber frame base which will be installed prior to the building. Timber frame bases are only suitable for hardstanding areas and are designed to level the area. Timber frame bases are not suitable for loose or soft surface areas including but not limited to gravel, lawn, soil, rubble, etc. Timber frames installed over a soft surface may incur an additional fee due to additional labour and materials required.

13)Planning permission – varies from property to property and therefore is the responsibility of the customer. UK Garden Buildings Rugeley Ltd. do not accept responsibility for organising planning permission for the customer's new building but will be willing to supply measurements of buildings when required.

All requests to postpone or cancel need to be received in writing, either by email to customerservices@ukgardenbuildings.co.uk, or post sent to UK Garden Buildings, Unit N, Beacon Business Park, Weston Road, Stafford, ST18 0WL. A copy of these terms and conditions can be viewed and printed via our website www.ukgardenbuildings.co.uk

14) Cedar Building Finish – When Western Red Cedar is left untreated it will weather and change colour to a silver grey; this can happen quite quickly especially with high exposure to UV light. In the UK, the moist climate can cause the weathering process to happen unevenly. It is the customer's responsibility to keep the cedar treated to maintain its golden colour. Care sheets and maintenance guides can be found online at www.ukgardenbuildings.co.uk

15) Factory Spray Painted Building Finish – Factory spray painted buildings are sprayed with a Teknos knot inhibiting primer; every care is taken during the factory finishing process, however very occasionally and due to specific circumstances out of our control, levels of discolouration and resin exudation may be found, particularly on and around the margin of the knots (resin exudation and blistering). Darker colours and high exposure will exacerbate this effect. Customers are advised to read the information and maintenance guide which can be found on our website www.ukgardenbuildings.co.uk. For further information please visit, www.teknononline.co.uk.

16) Timber – due to the timber used to manufacture our buildings being a natural softwood, movement may occur. Boards may expand/contract throughout the seasons due to weather conditions. Resin may exude from knot margins. This is beyond our control. Painted timber should be maintained annually to prevent premature rot/paintwork degradation.

17) Composite cladding – we require a clearance gap all the way round the building of at least 2', this is essential to enable successful installation.

18) Metal cladding – we require a clearance gap all the way round the building of at least 1', this is essential to enable successful installation.

19) Maintenance – All buildings require regular maintenance; customers can refer to our maintenance guides located on our website www.ukgardenbuildings.co.uk. It is the responsibility of the customer to maintain their building.

20) Guarantee – Full details of our guarantees can be found on our website www.ukgardenbuildings.co.uk, each guarantee may differ depending on the building finish/components chosen. Our guarantees are non-transferable to a person who may acquire the building. Our guarantees do not apply to a building that has been relocated, general wear and tear, accidental damage, or base-related issues. All guarantees are effective from the day the building is installed.

21) Ex-display buildings – The customer acknowledges that our ex-display buildings are sold at a discounted rate of RRP as they are sold in a second-hand condition. The customer agrees that the building purchased from the show site will be delivered to you in its existing condition and that no new parts will be supplied unless agreed otherwise at point of sale. Our ex-display Elite garden rooms receive a 6-month guarantee which covers all components and is effective from the day of installation at the customer's delivery address

22) On-line orders – The Consumer Contracts (information, cancellation, and additional charges) Regulation 2013 apply.

23) Payment Schedule – Payment for the product is required in three instalments as follows; first instalment is 15% of the overall order value and is payable at point of purchase, second instalment is a minimum of 40% of the overall order value to secure your delivery/installation date, the final payment is the balance payment and is required no later than 10 working days before the delivery/installation date. The building will remain the property of UK Garden Buildings Rugeley Ltd until full payment is received.

24) Charges – charges can be applied for failed delivery/installation, postponement and cancellation and are as follows:

25) Postponement: there is no charge for delaying the delivery and installation up to 10 working days prior to the delivery date. 10% of the overall order value will be charged for postponement less than 10 working days before delivery and installation. Postponed orders may be subject to any price increases that have been applied since the order has been placed.

26) Cancellation: you can cancel your order any time prior to booking a delivery and installation date(s) free of charge. From booking in to 15 working days prior to delivery and installation there is a 5% charge of the overall order value. If the order is cancelled less than 10 working days prior to delivery and installation there will be a charge of 50% of the overall order value.

27) Failed Delivery/Installation: failed installation charges can be applied due to an inadequate base/insufficient access or clearance. These will carry a 20% (of the building cost) storage and return installation charge. Should you choose to keep the building on site the fee will reduce to a 15% (of the building cost) return charge to install the building once the base has been rectified by the customer. Failed delivery charges can be applied when access to the base is restricted/impossible, the charge will be 12% (of the building cost) to reduce the buildings section size and 15% (of the building cost) return charge to install the building.

28) Marketing Consent – By signing the order form you agree that UK Garden Buildings Rugeley Ltd have permission to use images of your garden building for marketing purposes.