

Terms and Conditions

Definitions:

In the text Our Garden Room Ltd are referred to as: 'The Company' or 'we'

'The customer' or 'client' will be used interchangeably to refer to the signatory customer as defined in the sales quotation.

Reasonable, is to be defined as fair within context; or, not to gain advantage.

1. APPLICATION OF THESE TERMS AND CONDITIONS

1.1. Any customer entering into an agreement with Our Garden Room Ltd is in acceptance of these terms and conditions provided.

1.2. Our Garden Room Ltd maintain the right to alter the terms and conditions presented here at any time.

1.3. Variations in these terms and conditions should be presented in writing.

1.4. Should any of the presented Agreement be declared unenforceable or invalid, the remaining sections still fully apply.

1.5. All agreements herewith are contextualized within an English contract governed by English law, as such any dispute arising out of, or in connection with, shall be moderated English courts.

2. OUR PRODUCTS

2.1 The elevation drawings and website representations serve as a guide only and not as a part of any contract.

2.2. While the company aims to for precision and accuracy, precise measurements indicated in sales diagrams, websites and on any order documentation are subject to reasonable levels of tolerance.

2.3. In continually striving for improvements Our Garden Room Ltd reserves the right to alter specifications without prior notice. In so far as changes to product specification are rare, in improving quality - or should a certain material be no longer available or no longer viable in terms of costs – Our Garden Room Ltd reserves the right to make reasonable alterations to the specification.

3. PRICING

3.1. The company's website and literature pricing include VAT at the current rate, unless otherwise indicated.

3.2. Once the customer places an order and the deposit is received, a sales confirmation will be issued and the price stated will remain fixed, unless the order is put on hold for longer than 90 days.

4. PAYMENTS

4.1. A 50% deposit is required prior to the commencement of manufacturing. A further 30% is due on the first day of site work. The final payment of 20% due 7 days after completion

4.2. If minor snagging remains outstanding the client may deduct a reasonable retention until this work is completed

5. CANCELLATIONS

5.1. All units are made to order by Our Garden Room Ltd, to bespoke customer specifications and as such are exempt from cancellation rights.

5.2. The customer may cancel an order and receive a full refund prior to the procurement and manufacturing of the unit.

5.3. If the customer wishes to cancel the order once manufacturing has commenced, they will forfeit the cost of the materials procured and an appropriate manufacturing charge as determined by Our Garden Room Ltd.

5.5. Should at any point for any reason Our Garden Room Ltd wish to cancel an order, the company reserve the right.

6. ORDERS ON HOLD

6.1. Should the customer wish to change an installation date, the price will remain fixed for the period of 90 days, after which Our Garden Room Ltd maintain the right to alter prices according to updates.

6.2. Under circumstances agreed by the company, orders may be held for up to 12 months before they are cancelled. The customer will receive either all or partial refund contingent the level of work carried out by Our Garden Room Ltd in relation to the order in question; for example, if the client has received AutoCAD documents and consultation Our Garden Room Ltd will adjust the refund accordingly.

7. PLANNING PERMISSION

7.1. It is the customer's responsibility to ensure planning consent. Our Garden Room Ltd assumes the relevant planning will have been obtained by the customer prior to any installation and as such shall not be held liable for any breach of Permitted Development/Planning regulations applicable to your property.

7.2. If the site is in a Conservation Area or an area of outstanding natural beauty. Our Garden Room Ltd advise that the customer contacts their local authority.

7.3 The customer is responsible for ensuring that their building and its location complies with their Planning Approval conditions. Our Garden Room Ltd are not be liable for any changes a customer may make to the design, specification or location of a building once a Planning Application has been submitted or approved.

8. SCHEDULED DATES

8.1. Our Garden Room Ltd always seek to honor agreed installation dates. On rare occasions when circumstances require delivery dates to alter, Our Garden Rooms Ltd will not be responsible for changes due to situations outside of our control such as extreme weather, traffic, access or delay in materials from our suppliers.

8.2. Our Garden Room Ltd will not be responsible for any expenses or charges experienced by the client as a result of delays in installation. The company has no financial responsibility for return visits to work on the building beyond what is reasonable and agreed between Our Garden Room Ltd and the client.

8.3. Our Garden Room Ltd will not be held responsible for any time frames regarding installation either as a start date, duration, or build completion. All agreed time and dates are specified as estimates and never absolute.

8.4. If agreed post-construction optional extras work such as, but not limited to: plastering; electrics; painting or air conditioning installation, is cancelled after it has been agreed, a proportional charge as determined by Our Garden Room Ltd stands.

9. WORK ON SITE

9.1. It is the client's responsibility to prepare the site as per agreement with Our Garden Room Ltd representative at the time of sale.

9.2. The client is responsible for making the site accessible, providing permission and/or necessary parking permits, access to water and electricity on site.

9.3. After the initial site meeting the client is responsible to carry out any and all agreed site preparation.

9.4. For the purposes of CDM there will only be one contractor. The principle designer is Our Garden Room Ltd. The planned project should not last longer than thirty days and there will be less than twenty workers simultaneously working on site at any one time, so is not notifiable to the HSE.

It's the Contractors responsibility to comply with CDM regulations on site and to produce and communicate the construction phase plan including a suitable Risk and Method statement and to manage all works safely - including overseeing any subcontractors.

Workers must comply with the site rules and the contractor's instructions.

The contractor must advise the client of all risks and incomplete works during the build. It is recommended that only authorised contactors are to enter the work area during the duration of the works.

9.5. On occasions where the client has not fulfilled their agreed obligations, and this impacts on the agreed installation schedule, any additional costs for the time accrued until work can start will be added to the contracted sale price and paid in line with the agreed payment schedule.

9.6. In the case that access is in anyway problematic, obstructed, including but not limited to travel through a domestic building, removal of fence(s) and/or other obstacles Our Garden Rooms Ltd shall not be liable for any possible damage caused or reparations required.

9.7. Under circumstances outlined in 9.5, Garden Room Ltd is not liable for any disruption and/or any minor damage caused by the installation teams. The client is responsible and accepts that while every care is taken by our instillation teams, minor damage may be unavoidable.

9.8. Our Garden Room Ltd advise landscaping work to be carried out after installation to eradicate instances of incidental damage.

9.9. The installation of appliances agreed with the client as extras and that are supplied by the client is deemed as work carried out as a good will gesture. Our Garden Room Ltd accepts no responsibility for damage to such items.

9.10. Should at any point any member of Our Garden Room Ltd consider the site unsafe in relation to health and safety regulations, staff will cease work immediately until such a time as the client resolves the issue to a standard deemed acceptable by Our Garden Room Ltd as per the relevant health and safety regulation.

9.11. Our Garden Room Ltd staff are briefed on safe working practice as it relates to health and safety regulations. Should a further risk assessment be requested the customer should give 4 weeks' notice and accept responsibility for any further charges resulting from the additional level of compliance needed.

9.12. Our Garden Room Ltd are covered by liability insurance up to ten million pounds. Allianz Insurance PLC. Policy number 11/SZ/24883772/

9.12. Our Garden Room Ltd are not responsible for issues presented underground such as piping, drainage and/or electrical wiring. The customer is responsible for informing Our Garden Room Ltd about any underground issues.

9.13. Should any unforeseen issue arise that impacts on the ability of Our Garden Room Ltd to complete a job, the company reserves the right to stop work until such occasion when they can continue, or not.

9.14 Our Garden Room Ltd will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

10. BASES

10.1. When a concrete base has been agreed, the customer must confirm prior to the unit being installed if they are unhappy with the site. The client must be aware of any disruption and/or access to areas surrounding the plot and make sure access is available to the construction team.

10.2. Should the client wish to use an external company for a concrete base, or use a base already standing; Our Garden Room Ltd will not be liable for any problems such as damp, subsidence or any further issues that in any way relate to the base.

10.3. Excess material resulting from the prior preparation and construction of the base such as existing concrete or large tree roots will not be removed by the team unless agreed in writing with the client before work is started.

10.4. Our Garden Rooms Ltd will not be responsible for the height of the construction if the customer fails to carry out any agreed site preparation as instructed by the company.

11. ELECTRICAL WORKS

11.1. The client is advised that certification can take a number of days or weeks to arrive and is the responsibility of the qualified electrician.

11.2. Any price given by Our Garden Rooms Ltd for electrical work is based on a visual estimate only and upon the assumption that the customers electrics comply with necessary regulations. If, at any time during the course of their work, the technicians finds inadequacies and/or issues regarding the customers electrics that were not apparent upon first estimates, Our Garden Room Ltd reserve the right to alter costing to include and additional work from these issues. It is the customer's responsibility to make sure their electric cabling and consumer unit are fit for purpose unless these extras are otherwise stipulated in writing/drawings prior to work carried out.

11.3. Our Garden Room Ltd will not be responsible for sub-standard electrics in the customers property and thus will not connect power supplies where to do so would be unsafe and not in accordance with regulations.

11.4. If Our Garden Room Ltd agree to connect to an existing electrical cable that has been supplied through the client, the customer must ensure all cables, connections and fuse boxes meet necessary regulations. Our Garden Room Ltd are not responsible for existing electrical work.

11.5. The company reserves the right to make any changes to electrical product specification or services they deem necessary to ensure safety compliance. The customer will be made aware of any such requirements and cost implications in writing before the relevant works are carried out.

11.6. All cabling is to be run outside of the property unless agreed otherwise in the sales agreement.

11.7. All electrical work carried related to the unit is to be contracted through Our Garden Room Ltd unless otherwise agreed in writing prior to construction.

11.8. Our Garden Room Ltd are not responsible for internet connections.

12. YOUR GUARANTEE

12.1. Our Garden Room Ltd constructions are guaranteed after the final payment for:

- 10 years Structure Guarantee: any structural fault causing a loss of structural integrity or load bearing capacity.

- 5 years Window Guarantee: any issue regarding windows such as blown units, hinges and/or to include problems with locks.

- 2 Year Decking Guarantee: to include problems such as rot or corrosion.

- 1 year: electrical issues: air conditioning unit; under-floor heating; plug sockets and network connections.

12.2. Our Garden Room Ltd buildings constructed under 'Permitted Development' are guaranteed only insofar as the customer abides by the regulations. If the client chooses to alter use for purposes outside of those stipulated after sale Our Garden Room Ltd the guarantee is automatically rendered invalid and terminated with immediate effect.

12.3. Our Garden Room Ltd guarantee does not cover against natural weathered aging.

12.4. Our Garden Room Ltd guarantee does not cover against any future minor movement in regards to door placement experienced on occasion through natural aging.

12.5. While Our Garden Room Ltd standard designs use aluminum fascia, should a build require timber, the company are not responsible for a reasonable degree of minor warping over time in line with what is expected from any type of wood used as a fascia.

12.6. Superficial cracking, expansion or shrinkage of timber cladding and/or fascia boards is not covered under guarantee.

12.7. Our Garden Room Ltd guarantee windows and doors in accordance with the manufacturers

12.8. Any Our Garden Room Ltd buildings fitted with underfloor heating should not use flat based furniture, doing so invalidates any guarantee.

12.9. Any issues regarding Our Garden Room Ltd should be reported to our team immediately and any work covered by the guarantee must be undertaken by our technicians. Failure to either report any fault immediately and/or involving a third party contractor will automatically invalidate your guarantee.

12.10. Should any fault arise that is deemed to be as resulting from actions carried out by the client, any resulting works will not be covered by the guarantee.

12.11. Our Garden Room Ltd do not guarantee any materials or labour that is not supplied or carried out by the company

12.12. Our Garden Room Ltd liability shall not exceed the total purchase value of the of the Product and the taking of the steps it deems necessary to rectify any issues shall constitute an entire discharge of the Company's liability under this warranty.

12.13. Unless caused through negligence of work carried our employees, Our Garden Room Ltd are not liable for any future subsidence on the customers property.

12.14. The guarantee does not stand should any third part interfere in any way with the building.

13. PLASTERED BUILDINGS

13.1. Our Garden Room Ltd advise that cracking is likely due to natural settling of the wooden structure. As such the company advise the client to use alternative surfaces as outlined through the sales meetings. Therefore, Our Garden Room Ltd cannot guarantee against cracks in plaster should the customer choose to decide for this finish

14. GROUND, GUTTER AND ROOF MAINTENANCE

14.1. It is the client's responsibility to provide adequate ventilation and maintain necessary space around the construction to limit possible damp from external obstacles such as, though not limited to: branches; logs; compost and general vegetation.

14.2. It is the customer's responsibility to maintain clear gutters and a roof free from obstruction.