

## 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.

- Orders** can only be accepted if completed in full, this includes but is not limited to diagrams, tick boxes with initials and signature(s).
- Amendments to orders** – If you need to change your building design; we need to be informed up to 20 working days before delivery and installation, any amendments will be subject to price increases applied after the initial order date.
- Specification** – We reserve the right to change, alter and withdraw products and components without notice if they pose a safety or functionality risk.
- Delivery** – Delivery is arranged to the convenience of the company in agreement with the customer. Specific times cannot 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.
- Access** – The customer will agree clear access to the height of 8' 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.
- Electrics** – are not supplied with the building and are the responsibility of the customer to organise for the day of installation if desired. Our customer service team will advise when your electrician needs to be present during installation. 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.
- 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. We recommend painting the interior before furnishing. We do not accept responsibility for surface scuffs/marks.
- 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.
- Base/Building Location** – 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, we require at least 1' clearance all the way around the building to allow for roof overhangs, clearance for composite clad buildings must be at least 2'. Once the building has been installed any movement or subsidence of the base or surrounding area is the sole responsibility of the customer.
- 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 where required.
- Missing/Damaged Components** – In the case any components are missing or damaged we will either repair or replace with new ones free of charge, this is providing notification of such shortage or damage is advised upon delivery or in writing within 24 hours. We will make repair visits at our earliest convenience. Your statutory rights are not affected.
- Cedar Building Finish** – If left untreated, Western Red Cedar 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 damp climate can cause uneven weathering; dark grey patches may appear, and the rest of the timber will follow eventually. It is the customer's responsibility to keep the cedar treated if they wish to maintain its golden colour. Care sheets and maintenance guides can be found online at [www.ukgardenbuildings.co.uk](http://www.ukgardenbuildings.co.uk)
- Factory Spray Painted Building Finish** – Factory spray painted buildings are sprayed with a Teknos high build microporous system. Very occasionally, due to specific circumstances out of our control, levels of discolouration and resin exudation can occur, particularly on and around the margin of the knots (resin exudation/blistering). Darker colours and high sun exposure can exacerbate this effect. For further information please visit, [www.teknosonline.co.uk](http://www.teknosonline.co.uk) and [www.ukgardenbuildings.co.uk](http://www.ukgardenbuildings.co.uk).
- 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. This is beyond our control and can be remedied at the buildings first maintenance period (approx. 12 months).
- Composite cladding** – we require a clearance gap all the way round the building of at least 2', this is essential to enable successful installation.
- Maintenance** – All buildings will require regular maintenance; customers can refer to our maintenance guides located on our website [www.ukgardenbuildings.co.uk](http://www.ukgardenbuildings.co.uk). It is the responsibility of the customer to maintain their building.
- Guarantee** – Full details of our guarantees can be found on our website [www.ukgardenbuildings.co.uk](http://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, modified by the customer, general wear and tear, or base-related issues.
- 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.
- On-line orders** – The Consumer Contracts (information, cancellation, and additional charges) Regulation 2013 apply.
- Payment Schedule** – Payment for the product is required in three instalments; 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 and installation date, the final payment is the balance payment and is required no later than 10 working days before the delivery and installation date. The building will remain the property of UK Garden Buildings Rugeley Ltd until full payment is received.
- Charges** – charges can be applied for failed delivery/installation, postponement and cancellation and are as follows:
- Postponement:** there is no charge for delaying the delivery and installation up to 10 working days prior to the delivery date. 5% of the overall order value will be charged for postponement less than 10 working days before delivery and installation. Delivery and installation can only be postponed once up to 60 working days after the initial scheduled date before the order is cancelled and a refund is processed minus any charges that have been applied. Postponed orders may be subject to any price increases that have been applied since the order has been placed.
- Cancellation:** you can cancel your order any time prior to booking a delivery and installation date(s) free of charge. From booking in to 21 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.
- Failed Delivery/Installation:** failed installation charges can be applied due to an inadequate base or insufficient access to the base. These will carry a 20% storage and return installation charge, should you choose to keep the building on site the fee will reduce to a 15% 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% to reduce the buildings section size and 15% return charge to install the building.

All requests to postpone or cancel need to be received in writing either by email to [customerservices@ukgardenbuildings.co.uk](mailto: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](http://www.ukgardenbuildings.co.uk)