

## Terms and Conditions

### Definitions:

In the text GL Garden Rooms 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 GL Garden Rooms Ltd is in acceptance of these terms and conditions provided.

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

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

1.4. Any claim or dispute arising out of these Terms shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the 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 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 GL Garden Rooms 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 – GL Garden Rooms 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, the price stated will remain fixed, unless the order is delayed for longer than 90 days.

## **4. PAYMENTS**

4.1. A 50% deposit is required on securing an installation date and prior to the commencement of manufacturing. The remaining 50% is to be paid on completion (within 7 days) unless otherwise agreed in writing by the company.

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

4.3. If the Customer fails to pay the full payment on the due date then without prejudice to its other rights and remedies the Company may charge interest both before and after Judgement on the amount unpaid at the rate of 10% per annum above the Sterling Bank base lending rate from time to time compounded monthly until payment is made in full with a part of a month being treated as a full month for the purposes of calculating interest.

4.4. Notwithstanding the above, if full payment has not been made on the due date the Agreement may be terminated forthwith by the Company serving not less than 48 hours written notice to the Customer, whereupon the Company shall be entitled to remove the building and for such purpose the Company shall have an irrevocable licence or authority to enter upon the Installation Site with such transport as may be necessary to recover the build. The Customer shall render all reasonable assistance to the Company to enable the Customer to disconnect the electricity supply and dismantle and remove the build from the site.

4.5. If the Company takes the action permitted by the above clause the Customer shall pay a removal charge which will be reasonably determined by the company in relation to the size of the project to cover the cost of any losses by the company.

4.6. The Customer will grant the Company suitable access to the property at all times until payment in full has been made.

## **5. CANCELLATIONS**

5.1. All builds are made to order by GL Garden Rooms 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 GL Garden Rooms Ltd.

5.4. Should at any point for any reason GL Garden Rooms 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 GL Garden Rooms Ltd maintain the right to alter prices according to updates.

## **7. PLANNING PERMISSION**

7.1. It is the customer's responsibility to ensure planning consent. GL Garden Rooms 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. GL Garden Rooms 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. GL Garden Rooms 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. GL Garden Rooms Ltd always seek to honour agreed installation dates. On rare occasions when circumstances require delivery dates to alter, GL 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. GL Garden Rooms 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 GL Garden Rooms Ltd and the client.

8.3. GL Garden Rooms 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 GL Garden Rooms Ltd stands.

## **9. WORK ON SITE**

9.1. It is the client's responsibility to prepare the site as per agreement with GL Garden Rooms Ltd at the time of ordering.

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. 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.

9.5. 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 GL Garden Rooms Ltd shall not be liable for any possible damage caused or reparations required.

9.6. Under circumstances outlined above, GL Garden Rooms 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 team, minor damage may be unavoidable.

9.7. GL Garden Rooms Ltd advise landscaping work to be carried out after installation to eradicate instances of incidental damage.

9.8. 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. GL Garden Rooms Ltd accepts no responsibility for damage to such items.

9.9. Should at any point any member of GL Garden Rooms 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 GL Garden Rooms Ltd as per the relevant health and safety regulation.

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

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

9.12 GL Garden Rooms 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 makes 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 here under.

## **10. BASES**

10.1. When a slabbed or concrete base has been agreed, the customer must confirm prior to the build being installed if they are unhappy with the base. 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; GL Garden Rooms Ltd will not be liable for any problems such as 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. GL 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 GL 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, GL Garden Rooms Ltd reserve the right to alter costing to include any 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. GL Garden Rooms 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 GL Garden Rooms 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. GL Garden Rooms 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 relating to the build is to be contracted through GL Garden Rooms Ltd unless otherwise agreed in writing prior to construction.

11.8. GL Garden Rooms Ltd are not responsible for internet connections.

## **12. YOUR GUARANTEE**

12.1. GL Garden Rooms Ltd Structural Insulated Panel Garden Rooms and Extensions are guaranteed, after the final payment, with a 10 year Structural Guarantee which covers any structural fault causing a loss of structural integrity or load bearing capacity which will be outlined in the customers guarantee.

12.2. GL Garden Rooms Ltd guarantee UPVC and Aluminium Windows, Doors, Sky Lights and Lanterns, EPDM Rubber and Exterior Cladding finish in accordance with the relevant manufacturer.

12.3. GL Garden Rooms Ltd guarantee does not cover against natural weathered ageing.

12.4. Electrical issues are covered for a period of one year which covers air conditioning, plug sockets, lighting and any network connections which were installed by GL Garden Rooms Ltd.

12.5. GL Garden Rooms Ltd buildings constructed under 'Permitted Development' are guaranteed only in so far as the customer abides by the regulations. If the client chooses to alter use for purposes outside of those stipulated, the guarantee is automatically rendered invalid and terminated with immediate effect.

12.6. GL Garden Rooms Ltd guarantee does not cover against any future minor movement in regards to door placement experienced on occasion through natural aging.

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

12.8. Any issues regarding a build installed by GL Garden Rooms Ltd should be reported to our office immediately at [office@greenleafgardenbuildings.com](mailto:office@greenleafgardenbuildings.com) and any remedial 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.

12.9. 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.

12.10. GL Garden Rooms Ltd do not guarantee any materials or labour that is not supplied or carried out by the company.

12.11. GL Garden Rooms Ltd liability shall not exceed the total purchase value 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.

12.12. Unless caused through negligence of work carried out by our employees, GL Garden Rooms Ltd are not liable for any future subsidence on the customer's property.

12.13. The guarantee does not stand should any third party interfere in any way with the building.

### **13. GROUND, GUTTER AND ROOF MAINTENANCE**

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

### **15. GENERAL**

15.1. The company may use photographs and videos of your completed building for marketing purposes. Please let us know via writing to [office@greenleafgardenbuildings.com](mailto:office@greenleafgardenbuildings.com) if you do not agree to this.

### **16. RETURNS AND REFUNDS**

16.1. GL Garden Rooms Ltd builds are bespoke and made to order. Therefore, the company does not accept returns or offer refunds on products.

16.2. If any parts are damaged or faulty, we will repair or replace these at no additional cost. This is providing notification of such damage is made upon delivery or in writing within seven days of completed installation. Please contact us at [office@greenleafgardenbuildings.com](mailto:office@greenleafgardenbuildings.com). We will always request photographs which clearly demonstrate any reported defects, so we are able to determine the cause prior to rectification.

16.3. The company cannot accept any claim for loss of earnings or consequential losses should a further visit be required.