

DEFINITIONS

The “Company” is Equilibrium Garden Rooms Ltd.

The “Customer” is the person, firm or company who purchases the product or services from the Company.

1. APPLICATION OF THESE TERMS AND CONDITIONS

1.1. It is considered that any customer entering in to an agreement with Equilibrium Garden Rooms Ltd. is in acceptance of these terms and conditions. The customer is responsible for obtaining a copy of these terms and conditions for their reference.

1.2. Equilibrium Garden Rooms Ltd reserves the right to amend these terms and conditions at any time.

1.3. No variations of these terms and conditions shall be of any effect unless agreed by the Company in writing.

1.4. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

1.5. 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.

2. OUR PRODUCTS

2.1 The company website, and any ‘quote’ elevation drawings serve as a guide only and do not form part of any contract. The full set of ‘construction drawings’ issued an order is placed, is the final binding set of detailed drawings

2.2. The company make every effort to be as accurate as possible however precise measurements indicated on our website, in our brochures and on any order documentation are subject to reasonable levels of tolerance.

2.3. The company reserves the right to alter specifications without prior notice. Changes to

product specification are rare and reasons for doing so may include, but are not limited to, improving general quality or efficiency of the product, because the material is no longer available to the company or for drastic changes in material costs. The company will always endeavour to inform the customer when any significant specifications are to be amended.

3. PRICING

3.1. All prices stated on the company's website and literature include VAT at the current rate.

3.2. Equilibrium Garden Rooms Ltd adhere to a transparent pricing policy; no discounts other than those advertised on our website at the time of order will be applied.

3.3. 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 £499 payment is required upon placing the order and is fully refundable up to 20 days prior to the installation date, this will allow for the construction drawings to be issued for full approval and a start date to be agreed upon. This payment will be refunded or deducted from the final account on completion. The 1st stage payment of 25% of the full quoted price is due 7 days before the agreed start date. The 2nd stage payment of 25% will be required once the envelope of the build is complete. The final 50% will be due on completion of the garden room

4.2. All materials remain the property of Equilibrium Garden rooms until the garden room has been paid for in full

4.3. Any outstanding balance must be paid by bank transfer (copy of transaction required)

5. CANCELLATIONS

5.1. As all Products designed and installed by Equilibrium Garden Rooms Ltd are made-

to-order, to customer specifications, they are exempt from cancellation rights.

5.2. The customer may cancel an order up to 20 calendar days before the scheduled start date. The garden room can not be cancelled after the initial 25% has been paid and long lead time items have been ordered and paid for. For avoidance of doubt, the scheduled installation date is the week commencing date indicated on the most recent Sales Order Confirmation sent to the customer.

5.3. If the customer wishes to cancel after the initial 25% has been paid, no refund will be due.

5.4. If the customer cancels an order once the build has started, no refund will issued.

5.5. The company reserves the right to cancel an order at any time, for any reason. In the event of Equilibrium Garden Rooms Ltd cancelling an order for what ever reason, a full refund will be given to the customer.

6. ORDERS ON HOLD

6.1. If a customer is not ready to proceed with an installation date they may place their order 'on hold' in which case the holding deposit will remain on account with Equilibrium Garden Rooms Ltd. Prices will remain fixed for a period of 90 days from the date the order is put on hold, after which any recent price updates will be applied to the order.

7. PLANNING PERMISSION

7.1. Planning consent is not normally required however, it is the customer's responsibility to ensure that planning consent is not required for the installation of the outbuilding. We recommend you seek clarification from your local planning authority. Equilibrium Garden Rooms Ltd. will 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 we recommend that the customer contacts their local authority to confirm whether or not any Article 4 Directions (restrictions on your Permitted Development rights) have been applied to the property.

7.3. The customer is responsible for ensuring that their building and its location complies with their Planning Approval conditions. Equilibrium Garden Rooms will 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. The company will always try to honour the estimated delivery/installation date, as clearly set out within the payment schedule. However, we cannot guarantee the installation date and cannot be held responsible for postponement or delay outside of our control, this may include but is not limited to extreme weather conditions, access difficulties, parking, traffic.

8.2. The company cannot be held liable for any loss, damages, charges or expenses incurred by the customer as the direct or indirect result of any delay in the delivery, installation or completion of an order. The company will not be held financially liable for return visits that may be required for any rectification works to the building.

8.3. Any time frames given to the customer to suggest the duration of an installation are an estimate only and do not form part of any contract. The company will not guarantee to complete the installation of a building by any specified date or time.

9. WORK ON SITE

9.1. The customer is responsible for preparing the site as per the written notes on their Sales Order unless Equilibrium Garden Rooms have agreed this in advance and any discussion that takes place with the Site Surveyor at the time of sale.

9.2. The customer is responsible for providing all necessary parking permits, access and permissions in advance of the base and building installation dates. Access to electricity and water is required on site.

9.3. Failure to complete the necessary preparations may result in a delay or, in certain circumstances, cancellation of the installation schedule. A minimum charge of £500 will be incurred if the customer has not carried out the necessary preparations as per clauses 9.1 and 9.2

9.4. The company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation and written agreement.

9.6. Whilst every care is taken to avoid any damage to the Customer's property, Equilibrium Garden Rooms Ltd. cannot be held liable for unavoidable damage caused by the installation teams. The Customer accepts that some damage may be unavoidable, especially to access routes and the surrounding working areas.

9.7. We strongly recommend that garden landscaping is completed after the building has been installed to avoid any incidental damage.

9.8. The company will install materials, fittings or appliances supplied by the customer on a good will basis only. The company will not be held liable for any damage to such items. No additional items will be fitted/installed unless agreed in writing on the Sales Order prior to the team visiting site.

9.9. The company reserves the right to withdraw its employees or designated contractors from site where they deem the working conditions to be unsafe in accordance with current Health and Safety Regulations. In such cases the company will discuss any necessary changes to the working environment/conditions with the customer which must be carried out before works can continue.

9.10. All installation personnel have been trained and briefed on safe working practices

including use of PPE (Personal Protective Equipment) in accordance with current Health and Safety regulations.

9.11. Equilibrium Garden Rooms Ltd are covered by liability insurance up to £2 million. Full details are available on request.

9.12. The site survey completed at the time of sale is a visual inspection only and the company cannot be held liable should any underground obstruction be discovered on commencement of works.

9.13. The company reserves the right to cancel or postpone any works should unforeseen circumstances arise that affect the company's ability to fulfil an order. In the event that the company cancel the total installation of an order a full refund will be given to the customer, unless it is found that such unforeseen circumstances have been directly caused by the customer.

10. BASES

10.1. Equilibrium Garden Rooms will issue a drawing highlighting the location of the garden room. Once this location has been established, and work started this area cannot be changed. Equilibrium Garden Rooms are required to follow the rules set out under 'Permitted development'

10.2. No apertures or fittings for services not supplied by Equilibrium Garden Rooms Ltd will be made unless agreed and confirmed in writing on your Sales Order.

10.3. If an existing base is in situ e.g. concrete slab, Equilibrium Garden Rooms Ltd will either need this removing prior to start or we can provide a cost for removing this. This needs to be established before we start on site so this can be priced accordingly.

10.4. The Company will not be held liable for any issues with regards to the height of the building if the customer has not levelled the site/ground in accordance with the Site Preparation Notes.

11. ELECTRICAL WORKS

11.1. A Part P certificate will only be supplied where Equilibrium Garden Rooms completes a full external connection of power and will only be supplied to the customer once the final balance has been paid in full. This is normally provided within the full quote price. You will be advised in the rare occasion this is not the case. The certificate can take up to 21 days to process.

11.2. Equilibrium Garden Rooms Ltd reserves the right to refuse to complete electrical work or to apply additional charges where a connection is not possible with the current power source/consumer unit. The customer will be informed and quoted prior to any necessary additional works being carried out.

11.3. 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 before the relevant works are carried out.

11.4. Armoured electrical and Ethernet cables are always run on the outside of the garden building, no armoured cable will be run in the wall cavity.

11.5. No additional electrical work will be carried out by the company or designated sub-contractors unless agreed in writing on the Sales Order prior to the team visiting site.

11.8. Equilibrium Garden Rooms Ltd will connect either directly into the owners WIFI with a CAT 6 ethernet cable, running from the house to the garden office. The speed of the internet will only be able to match with the speed you are getting within your property

12. YOUR GUARANTEE

12.1. Equilibrium Garden Rooms Ltd buildings are covered by a comprehensive transferable guarantee, which is activated once the final balance is paid in full. The terms of your guarantee are as follows:

5 years:

Design and manufacturing faults to the structure of the building (including rot and corrosion)

1 years:

Internal misting in double glazing

Door and window hinges and locks

External decking (rot, corrosion and structural faults)

1 year:

External fascias

Internal linings and trim, floor covering, internal accessories, blinds

Electrical installations and appliances, including underfloor heating and air conditioning units Electrical and network connections

12.2. Buildings constructed by Equilibrium Garden Rooms Ltd 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.

12.3. Door adjustments are not covered under guarantee and may be necessary from time to time. Adjustments can be easily carried out by the customer – please call the Equilibrium Garden Rooms office for advice.

12.4 . Equilibrium Garden Rooms Ltd guarantee glass on windows and doors in accordance with the 'Glass and Glazing Federation' guidelines . No guarantee will be made against scratches or imperfections in/on the glass once the sign-off of the building inspection has been completed.

12.7. Where underfloor heating has been installed the customer must ensure that all furniture is raised on legs, the use of flat- base furniture will invalidate your guarantee.

12.8. Guarantee claims should be made to the main office on discovery of the fault. Failure to report a fault immediately may invalidate your guarantee. Once agreed, a maintenance team will be dispatched to remedy the issues free of any charge. Equilibrium Garden Rooms Ltd will not reimburse payments made to third party repair contractors without prior written consent.

12.9. If the customer is deemed to be responsible for any faults to the building, all costs associated with remedial works will be charged to the customer.

12.10. No guarantee will be made for materials, appliances or services supplied by the customer to be installed by Equilibrium Garden Rooms Ltd. Such items are installed on a good will basis only.

12.11. The Company's 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.

12.12. The Company shall not be deemed liable for subsidence to the garden room or of the surrounding installation site unless such subsidence is caused by the negligence of the Company during installation.

12.13. Any structural alteration made to the building by the customer or a third party employed by the customer will invalidate your guarantee and as such any related remedial works will be chargeable as per clause 12.10.

13. PLASTERED BUILDINGS

13.1. Equilibrium Garden Rooms 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. Plaster cracking over 2mm wide is covered under your guarantee for a 1-year period.

13.2. It is the responsibility of the customer to ensure that the building is well ventilated during the plaster drying process. The company will not be liable for any cracking or moisture retention caused by lack of ventilation during the drying process.

14. VENTILATION

14.1. We strongly advise that all buildings are fitted with at least one opening window for ventilation purposes. Aluminium doors are fitted with trickle vents and opening windows feature a vent lock system. Aluminium Bi folding doors are also fitted with trickle vents.

14.2. If the building is being used as a gym or exercise room, it is important to maintain good ventilation. We recommend heating and ventilating your building before use and during use to avoid condensation on equipment.

15. GROUND, GUTTER AND ROOF MAINTENANCE

15.1. Equilibrium Garden Rooms Ltd products require zero maintenance however, it is the customer's responsibility to ensure areas around the building are kept clear. An air gap under 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. This will also ensure that no moisture cannot be trapped underneath the building.

15.2. Gutters and roofs should be inspected and cleared of all debris a minimum of twice a year.

15.3. 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.

15.4. If remedial work is carried out and the defect is found to be a result of the customer failing to maintain a clear area around the building the work will be chargeable to the customer (as per clause 12.9).

16. LIABILITY

16.1. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Company for death or personal injury as a result of the Company's negligence or that of its employees or agents.