

Terms and Conditions of Sale

DEFINITIONS

The “Company” is Creative Garden Studios 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 Creative Garden Studios 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. Creative Garden Studios 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 elevation drawings serve as a guide only and do not form part of any contract.

2.2. The company make every effort to be as accurate as possible however precise measurements indicated 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. Creative Garden Studios adhere to a transparent pricing policy. All prices must be agreed before work is carried out.

3.3. Quotes remain valid for 90 days.

3.4 An order which is delayed, at the customers request, for more than 120 days may have to be requoted.

4. PAYMENTS

4.1. A deposit of 50% of the sales price is required 14 days before commencement of the work.

4.2. A further payment of 30% is due upon fitting of the windows and doors. The final payment of the outstanding balance (20%) is due strictly on or before the final day of installation.

4.3. If additional minor works (i.e. plastering, painting, electrics, trimming) or any remedial action is required after the main installation, a proportionate retention (reflecting the cost of outstanding work) is agreed between Creative Garden Studios Ltd and the customer until the outstanding works are completed.

4.4. Any outstanding balance may be paid by bank transfer (copy of transaction required) or by debit or credit card, unless other arrangements are made. If paying by cheque, it must be handed to the install team on the day of completion (cheques must be made payable to Creative Garden Studios Limited). All goods remain the property of the company until the final balance is paid for in full.

5. CANCELLATIONS

5.1. As all Products designed and manufactured by Creative Garden Studios are made-to-order, to customer specifications, they are exempt from cancellation rights.

5.2. The customer may cancel an order and receive a full refund up to 14 calendar days before the scheduled base installation date.

5.3. If the customer wishes to cancel an order within 14 calendar days of the scheduled base installation date the following charges will be incurred;

5.3.i. Within 14-5 days of the scheduled installation date: 25% of the total sales price;

5.3.ii. Within 4-1 days: 40% of the total sales price;

5.4. If the customer cancels an order once the base has been laid they will forfeit the total sales price in full unless an alternative agreement has been confirmed between the customer and Creative Garden Studios.

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

6. PLANNING PERMISSION

6.1. 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. Creative Garden Studios will not be held liable for any breach of Permitted Development/Planning regulations applicable to your property.

6.2. 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.

6.3. The customer is responsible for ensuring that their building and its location complies with their Planning Approval conditions. Creative Garden Studios 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.

6.4 Creative Garden Studios offers a planning permission help service which is free of charge however all planning application costs will be passed directly onto the customer. If the customer then decides not to proceed with the order, after planning permission has been received, then an administrative charge of £500 will be invoiced to the customer.

7. SCHEDULED DATES

7.1. The company will always try to honour the estimated delivery/installation date. 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.

7.2. 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.

7.3. 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.

7.4. If the customer postpones/delays the installation of the base or building for any reason within 14 calendar days of the installation the following penalties will be immediately incurred;

8. WORK ON SITE

- 8.1. The customer is responsible for preparing the site as per the written notes on their Sales Order and any discussion that takes place with the Site Surveyor at the time of sale.
- 8.2. 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.
- 8.3. 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, 9.2.
- 8.4. Whilst every care is taken to avoid any damage to the Customer's property, Creative Garden Studios 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.
- 8.5. We strongly recommend that garden landscaping is completed after the building has been installed to avoid any incidental damage.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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.

9. BASES

- 9.1. The customer must be present on the base date and is responsible for confirming the location of the base prior to construction. Once this position has been

confirmed and base constructed the position cannot be changed. The customer should consider any areas surrounding the building that may be obstructed or restrict access to openings on or around the garden room.

9.2. No apertures or fittings for services not supplied by Creative Garden Studios will be made unless agreed and confirmed in writing on your Sales Order.

9.3. If an existing base has been used e.g. concrete slab, Creative Garden Studios cannot be held liable for subsidence or settlement issues.

9.4. Spoils created by the base team will not be removed from site unless agreed in writing prior to the works commencing.

10. ELECTRICAL WORKS

10.1. Creative Garden Studios is responsible for all electrical connections within the Garden Room. A Part P certificate will only be supplied for this work.

10.2. It is the responsibility of the customer for the connection of the studio to the house/power supply. Creative Garden Studios may, at the customers request, put the customer in contact with our electrician to facilitate this.

10.3. 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.

10.4. Armored electrical and Ethernet cables are always run on the outside of the garden building, no armored cable will be run in the wall cavity.

11. VENTILATION

11.1. We strongly advise that all buildings are fitted with at least one opening window for ventilation purposes. UPVC doors are fitted with trickle vents and opening windows feature a vent lock system. Aluminium Bifold doors are not fitted with trickle vents.

11.2. 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.

12. GROUND, GUTTER AND ROOF MAINTENANCE

12.1. Creative Garden Studio 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 sides and rear of 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 can be trapped underneath the building.

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

12.3. 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.

12.4. 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.

13. LIABILITY

13.1. 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.