

TERMS AND CONDITIONS OF SALE

Aspen Garden Rooms

DEFINITIONS

The “company” is Aspen Garden Rooms, which is a division of Henderson Personnel Ltd.

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

The “agreement” is the completed and signed Initial Site Visit and Customer Consultation form, Acceptance of the company’s written Quotation and the Terms herein.

The “quotation” shall be the written offer to supply the product to the customer, issued by the company and shall include the financial consideration for the transaction. It shall include the payment schedule plus any VAT applicable.

The “order” is the work described in the company’s written Quotation and shall be deemed to have been placed by the customer upon receipt of the customer’s written acceptance of the company’s written Quotation.

The “product” shall be defined as the completed structure (Garden Room, Studio, or Office), as advertised by the company.

The “handover” of the completed product shall be defined by the handing of the keys to the garden room to the customer, or their representative.

The “works” are defined as all construction processes carried out by the company at the customer’s address.

The “payment schedule” is the schedule of payments due from the customer to the company as set out in the Initial Site Visit and Customer Consultation form and the quotation

A. APPLICATION OF THESE TERMS AND CONDITIONS

- i. It is considered that any customer entering in to an agreement with the company is in acceptance of these terms and conditions.
- ii. The company reserves the right to amend these terms and conditions at any time.
- iii. No variations of these terms and conditions shall be of any effect unless agreed by the company in writing.
- iv. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- v. 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.

B. GENERAL

- i. The company website and any elevation or plan drawings serve as a guide only and do not form part of any contract.

- ii. Precise measurements indicated on our website, in our brochures and on any order documentation are subject to reasonable levels of tolerance.
- iii. The company reserves the right to alter specifications without prior notice. The company will always endeavour to inform the customer when any significant specifications are to be amended.

C. PLANNING PERMISSION & BUILDING REGULATIONS

- i. Planning consent is not normally required for garden rooms, however, it is the customer's responsibility to ensure that planning consent is not required for the installation of the product. The company's advice on this matter is for information purposes only.
- ii. It is the responsibility of the customer to declare to the company if the property at which the works are to take place is within an Area of Outstanding Natural Beauty, Site of Special Scientific Interest, National Park, Conservation Area, or World Heritage Site. Such declaration must be made at the time of the Initial Site Survey and Customer Consultation. Failure by the customer to make such a declaration before the company issues the quotation will result in all costs for the removal or alteration of the works being payable by the customer. Payment for such work must be made prior to the company returning to carry out such work.
- iii. Fees paid to a Local Planning Authority or Building Control organisation by the company on behalf of the customer must be paid in advance by the customer to the company.
- iv. The customer is responsible for confirming where the garden boundaries lie. Any abortive work or costs incurred by the company as a result of boundary disputes shall be paid for by the customer.
- v. The customer is responsible for notifying the company in writing of any Tree Preservation Orders which may affect the works. Such notification shall be issued prior to the works commencing on site. The company shall not be held liable for any costs arising from claims for compensation for damage to adjacent trees.

D. PRICING

- i. Where VAT is applicable it shall be clearly stated so by the company and the customer shall be responsible for paying such VAT to the company in accordance with the agreed payment schedule.
- ii. Once the customer confirms in writing their acceptance of the company's written quotation and the initial payment has been received by the company, the price stated on the quotation will remain fixed, unless the order is put on hold by the customer for longer than 90 days. The company shall advise the customer of any changes to the price of the agreed quotation in a timely manner and the customer accepts that such price changes shall be paid by the customer within 14 days of receipt of the company's demand for payment.
- iii. If the price agreed by the customer and the company changes for any reason the company shall notify the customer of such changes in writing and the customer agrees to pay the amended price unless they notify the company in writing of their intention to dispute the amended price. Such notification must be received by the company within 10 days of the issuance of the amended price.

E. PAYMENTS

- i. The customer shall make payments to the company in strict accordance with the agreed Payment Schedule contained within the quotation and the Initial Site Visit and Customer Consultation form.
- ii. The Payment Schedule confirms that; 35% of the full quotation value is required with the customer's written acceptance of the final design. No materials will be ordered by the company until this initial payment has been received. The next 35% of the quotation value will be due when work starts on site. A further 25% will be payable after 2 weeks on site. The final 5% is due upon completion and handover of the finished product.
- iii. Amendments to the agreed price shall be notified to the customer and shall be paid for by the customer in accordance with the payment schedule.
- iv. The product, completed or otherwise, remains the property of the company until the final balance is paid for in full, or until the company confirms in writing that it does not hold any claim to ownership of the product.

F. GUARANTEES

- i. The company's guarantee for the product or their parts shall commence and shall only apply when full payment has been received from the customer.
- ii. The company shall guarantee for 10 years the structure of the building against mechanical failure.
- iii. The company shall guarantee for 5 years all double or triple glazed elements against internal misting or condensation. Guarantees on glass windows and doors is in accordance with the Glass and Glazing Federation guidelines. No guarantee will be made against scratches or imperfections in/on the glass once the handover of the product has been made.
- iv. The company shall guarantee for 1 year all door and window hinges and locks
- v. The company shall guarantee for 3 years all external decking and cladding against rot and structural faults.
- vi. The company shall guarantee for 5 years all roof membranes against leakage.
- vii. The company shall guarantee for 1 year all electrical installations and fittings.
- viii. Garden rooms constructed by the company under Permitted Development rules should not be used for habitable accommodation. If used for habitable accommodation all guarantees are invalid.
- ix. Guarantees exclude normal wear and tear and decorated surfaces.
- x. No guarantee is offered against the effects of weather exposure on the colour of the external cladding.
- xi. Warping of timber fascia boards is not covered under guarantee; timber is a natural product and warping may occur.
- xii. Superficial cracking of timber cladding and/or fascia boards is not covered under guarantee.
- xiii. 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.
- xiv. 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.
- xv. 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.

- xvi. Any structural alteration made to the building by the customer or a third party employed by the customer will invalidate all guarantees and as such any related remedial works will be chargeable.

G. SCHEDULED DATES

- i. The installation date agreed between the customer and the company cannot be guaranteed by the company though they shall make their best endeavours to do so.
- ii. The company shall not 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.
- iii. The company will make their best endeavours to, but shall not guarantee to complete the installation of a product by any specified date or time.
- iv. If the customer postpones or delays the commencement of the works after the initial payment has been received by the company the customer shall not be repaid any of the initial payment.
- v. The customer accepts that any postponement or delay to the commencement of the works as a result of the customer delaying or postponing the works may cause the company to reschedule the works to suit their own commitments.

H. PUTTING ORDERS ON HOLD

- i. The customer may place their order on hold at any time by confirming in writing that this is the case but accepts that there may be financial losses incurred as a result.
- ii. Orders placed on hold by the customer after any payments have been made will not entitle the customer to any repayments.
- i. Orders may remain on hold for a period of up to 90 days before they are deemed to have been automatically cancelled. Upon receipt of the customer's confirmation of the works being put on hold any part of the product having already been built may be removed from the customer's address by the company if they so choose. Any part of the product at the customer's address which the company chooses not to remove shall be accepted by the customer as being owned by them and the company will cease to be responsible for such parts.
- ii. The customer accepts that any loss or damage to incomplete parts of the product as a result of the works being put on hold are not the responsibility of the company and that such loss or damage could result in additional costs being incurred.
- iii. The works may recommence at any time agreed between the customer and the company. If the works are on hold for more than 90 days they shall not recommence until the company has confirmed any price changes and such changes have been accepted in writing by the customer.

I. CANCELLATION OF WORK

- iv. Cancellation of the works by either the customer or the company must be confirmed in writing and shall not be accepted as cancellation of the works without such confirmation.

- v. The customer may cancel the works at any time but accepts that financial loss may occur in doing so. Cancellation by the customer before the initial payment shall incur no financial loss by the customer. Cancellation by the customer after any payment has been received by the company shall result in the loss of the full amount paid to date by the customer.
- vi. In the event of the company cancelling part, or all, of the works, a full refund will be given to the customer.
- vii. Upon receipt of the customer's cancellation confirmation any part of the product having already been built may be removed from the customer's address by the company if they so choose. Any part of the product at the customer's address which the company chooses not to remove shall be accepted by the customer as being owned by them and the company will cease to be responsible for such parts.

J. THE WORKS

- i. Any costs incurred by the company as a result of the customer failing to prepare the site prior to the commencement of the works shall be reimbursed by the customer. The company shall list any such preparation work in their Initial Site Survey and Customer Consultation document and quotation.
- ii. The customer is responsible for providing all necessary parking permits, access and permissions in advance of the commencement of the works.
- iii. The company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation and written agreement.
 - i. The company shall not be held liable for any damage to the customer's property caused during the works. The customer accepts that some damage may be unavoidable, especially to access routes and the surrounding working areas. The company shall take all reasonable precautions to protect the customer's property from such damage.
 - ii. The company shall not be liable for any costs associated with soft landscaping work carried out as a result of wear and tear to the customer's lawn.
- iii. The company reserves the right to withdraw its workers from site where they deem the working conditions to be unacceptable in accordance with current Health, Safety and Welfare Regulations. In such cases the company will discuss any necessary changes to the working environment or conditions with the customer which must be carried out before works can continue.
 - i. The site survey completed during the Initial Site Survey and Customer Consultation is a visual inspection only and the company cannot be held liable should any underground obstruction be discovered on commencement of the works.
 - ii. 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.
- iii. The company shall not be held liable for any costs associated with claims for compensation

K. FOUNDATIONS

- i. The customer is responsible for confirming that the position of the product, as set out on site by the company prior to its construction, is correct. Any costs incurred by the company as a result of the customer changing the position of the product after the supporting structure has been completed shall be reimbursed by the customer.
- ii. If an existing base has been used e.g. concrete slab, the company shall not be held liable for subsidence or settlement issues.
- iii. Arisings from the works shall not be removed from site unless agreed in writing prior to the works commencing.

L. ELECTRICAL WORKS

- i. The company shall ensure that a Part P (Building Regulations) certificate will be supplied to the customer once the final balance has been paid in full. It is the responsibility of the certified electrician completing the full connection to certify the electrical works. If the customer has notified the company that the final electrical connections are not to be made by the company then the customer shall be responsible for their own Part P certification.
- ii. Every effort is made to provide an accurate quotation for electrical works however the inspection of the customer's own armoured cable and consumer unit is only visual and is based on the assumption that the customer's electrics comply with current building regulations. It is the customer's responsibility to ensure that the cable is fit for purpose. Quotes given at the point of sale are estimates only and do not act as confirmation of the cable being suitable. The company shall not be held liable should the cable prove to be unsuitable or inadequate.
- iii. The company 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 or consumer unit. The customer will be informed and quoted prior to any necessary additional works being carried out.
- iv. 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.

M. VENTILATION

- i. The company shall not be held liable for remedial items associated with poorly ventilated rooms.

N. MAINTENANCE

- i. The company shall not be held liable for any remedial items associated with poorly maintained guttering, downpipes and water butts.
- ii. The company shall not be held liable for any remedial items associated with poor ventilation beneath the product. Failure to keep air gaps maintained may result in damage to the fabric of the building which will invalidate the structural guarantee.