

## 1.0 Definitions

- 1.1 "The Company" means Sandbourne Garden Rooms Limited (Company Number 13139206), whose registered address is 12 Haviland Road, Ferndown Industrial Estate, Wimborne, Dorset, BH21 7RG.
- 1.2 "The Customer" means the person(s), company or other organisation set out in the order acknowledgement. 1.3 "Conditions" means the terms and conditions set out in this document and any special terms agreed by Sandbourne Garden Rooms, in writing, for the provision of works set out in the order acknowledgement and / or quotation. 1.4 "Quotation" means the document or documents detailed by Sandbourne Garden Rooms which detail the works or services offered to the customer.
- 1.5 "Design" means the creation or issue of drawings, plans, specification, samples, or other documents in connection with the supply of the works.
- 1.6 "Order" means an offer by the customer to purchase the goods and / or services set out in the quotation. 1.7 "Order Acknowledgement" refers to the document which is the acceptance of the customer order. If there is any conflict or discrepancy between the order acknowledgement and the quotation, then the order acknowledgement shall prevail. 1.8 "Delivery Date" means the date or dates specified in the order acknowledgement or such other dates notified by Sandbourne Garden Rooms to the client.
- 1.9 "Premises" or "Site" means the place or places specified in the order acknowledgement at which the goods are to be delivered and the works are to be carried out.
- 1.10 "Installation" means the installing, assembly, construction or fixing of the goods at the premises. 1.11 "Services" means design, installation, or the provision of other work in connection with the works. 1.12 "The Works" means the goods and services to be supplied to the customer by Sandbourne Garden Rooms, as set out in the quotation or order acknowledgement. This expression does not include "Extras" which would be charged separately.
- 1.13 "Completion" meaning the date upon which we notify the customer the project has been completed. 1.14 "Extras" means the supply of goods and services by Sandbourne Garden Rooms to the customer over and above the works specified in the quotation and / or the order acknowledgement.

## 2.0 Application of These Terms & Conditions of Business

- 2.1 It is considered that any customer entering into an agreement with Sandbourne Garden Rooms is in acceptance of these terms and conditions. The customer is responsible for obtaining a copy of these terms and conditions for their reference. 2.2 Sandbourne Garden Rooms reserves the right to amend these terms and conditions at any time. 2.3 No variations of these terms and conditions shall be of any effect unless agreed by the company in writing. 2.4 Should any part of this agreement be declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- 2.5 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.

## 3.0 Company Products

- 3.1 The company website, promotional documentation, samples, and drawings serve as a guide only and do not form part of any contract.
- 3.2 The company make every effort to be as accurate as possible with published data with regards to design criteria. However, all documentation is subject to a reasonable level of tolerance.
- 3.3 The company reserves the right to alter specifications without prior notice. Changes to product specifications are rare and reasons for doing so may include but are not limited to improving the general quality or efficiency of the product, the preferred material / product may no longer be available to the company, drastic changes in material costs. The company will always endeavour to inform the customer when any significant specifications are to be amended.

## 4.0 Pricing & Payment

- 4.1 Where applicable, all prices stated on the company's website and literature include VAT at the current rate. 4.2 No discounts, other than those advertised upon our website and / or agreed with the company at the time of order will be applied.
- 4.3 A quotation shall be provided free of charge to the customer. A quotation will be based upon information agreed between Sandbourne Garden Rooms and the customer.
- 4.4 A quotation is valid for a period of 90 days, unless we notify you in writing that we have amended or withdrawn it during this period. Should the quotation be acceptable, the customer should provide Sandbourne Garden Rooms with written acceptance.
- 4.5 Please check the details in the Terms and Conditions are complete and accurate. Should you think there is a mistake, please make sure that you ask us to confirm any changes in writing. Once a deposit has been received, you, the customer are bound by the terms contained herein.
- 4.6 Terms of payment are as follows:
- 4.6.1 25% of the full project value to be paid 5 weeks prior to commencement on site.
  - 4.6.2 50% is due upon completion of the first full week on site.
  - 4.6.3 25% balance due upon completion of all agreed works.
- 4.7 Final payment of the outstanding balance is due strictly on or before the final day of installation. 4.8 Should additional minor works i.e., plastering, painting, electrics, trimming etc. or any remedial action is required after the main installation, a proportional retention reflecting the cost of the outstanding work can be agreed between SGR and the customer.
- 4.9 All goods remain the property of the company until the final balance is paid for in full.

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- 4.10 Payments can be made by bank transfer to Sandbourne Garden Rooms Limited at:  
Sort code: 608371, Account Number 11572642.

4.11 If payment is made by cheque, the cheque must be handed to the installation team on completion of the project. Cheques to be made payable to Sandbourne Garden Rooms Limited.

## 5.0 Cancellations

5.1 As all products designed and manufactured by Sandbourne Garden Rooms 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 35 calendar days (5 weeks) before the scheduled base installation date. For avoidance of doubt, the scheduled installation date is the week commencing date indicated on the most recent order acknowledgement sent to the customer.

5.3 If the customer wishes to cancel an order within 35 calendar days of the scheduled base installation date, the following charges will be incurred by the customer:

5.3.1 – within 34-15 days of the agreed installation date: 10% of the total project sales value. 5.3.2 – within 14-11 days: 30% of the total project sales value.

5.3.3 – within 10 days: 50% of the total project sales value.

5.4 If the customer cancels an order once the base has been laid, they will forfeit the total sales value in full, unless an alternative agreement has been confirmed between the customer and Sandbourne Garden Rooms. 5.5 The company reserves the right to cancel an order at any time, for any reason. In the event of Sandbourne Garden Rooms cancelling an order, a full refund will be given to the customer.

## 6.0 Planning Permission

6.1 Planning consent is not typically required due to the standard product offering falling in line with Permitted Development. However, it is the customer's responsibility to ensure that planning consent is not required for the outbuilding. We recommend that you seek clarification from your local planning authority. Sandbourne Garden Rooms will not be held liable for any breach of Permitted Development / Planning Regulations applicable to your property.

6.2 Should the property be located within a Conservation Area we recommend that the customer contacts their local authority to confirm whether 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. Sandbourne 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.

## 7.0 Work on Site

7.1 The customer is responsible for preparing the site as per the written notes on their order acknowledgement and any discussion that takes place with Sandbourne Garden Rooms at the time of sale.

7.2 Where applicable, 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. 7.3 In accordance with the site preparation notes, all sites / bases must be level with correct drainage in place. A clearance of no less than 400mm is required in addition to the external dimensions of the building to enable construction. 7.4 Failure to complete the necessary preparations may result in delay or, in certain circumstances, cancellation of the installation schedule. A minimum charge of £400.00 will be incurred by the customer if preparation works have not been completed in compliance to clauses 7.1, 7.2 and 7.3.

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

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

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

7.8 The company will install materials, fittings or appliances supplied by the customer on a goodwill basis only. The company will not be held liable for damage to such items. No additional items will be fitted / installed unless agreed in writing on the order acknowledgement prior to the installation team attending site.

7.9 The company reserves the right to withdraw its employers or designated contractors from site where it is deemed that 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.

7.10 Should a Risk Assessment and / or Method Statement be required by the customer, 5 weeks' notice must be given, and charges may apply based upon the level of compliance required.

7.11 Sandbourne Garden Rooms are covered by a liability insurance up to £2 million. Full details are available upon request. 7.12 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 upon commencement of works.

7.13 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.

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### 8.0 Bases

8.1 The customer must be present on the base date installation 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 in and around the garden room.

8.2 No apertures or fittings for services not supplied by Sandbourne Garden Rooms will be made unless specifically agreed and confirmed in writing on the order acknowledgement.

8.3 If an existing base has been used i.e., concrete slab, Sandbourne Garden Rooms cannot be held liable for subsidence or settlement issues.

- 8.4 Spoils created by the base installation team will not be removed from site unless agreed in writing prior to the works commencing.
- 8.5 The company will not be held liable for any issues with regards to the height of the building if the client has not levelled the site / ground in accordance with the site preparation notes.

#### 9.0 Electrical Works

- 9.1 A Part P certificate will only be supplied where Sandbourne 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. The certificate can take up to 21 days to process. Where a full connection has been made, readings are available on request. It is the responsibility of the certified electrician completing the connection to certify the electrical works.
- 9.2 Sandbourne Garden Rooms reserves the right to refuse to complete electrical work or to apply additional charges where a connection with the existing power source / consumer unit is not possible. The customer will be informed and quoted prior to any necessary or additional works being carried out.
- 9.3 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 based upon the assumption that the customer's electrical installation complies with current building regulations. Quotations given at the point of sale are estimates and do not always act as confirmation of the existing installation being compliant to current regulations. Sandbourne Garden Rooms cannot be held responsible or liable should the cable prove to be unsuitable or inadequate.
- 9.4 Where Sandbourne Garden Rooms are to complete a connection of an existing cable or of a cable supplied by the customer, it is the customer's responsibility to run the cable from the main fuse board in the house to the garden room site. The customer must ensure that there is an excess of at least 10 metres of cable reaching the site. Unless otherwise stated on the customer's order acknowledgement, Sandbourne Garden Rooms will not complete any of the works to run the cable – this includes clipping the cable to any boundary / wall / fence. Should the customer request that such work is completed, additional charges will apply.
- 9.5 The company reserves the right to make changes to electrical product specifications 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.
- 9.6 Armoured electrical and Ethernet cables are always installed on the outside of the garden building. No armoured cable will be installed within the wall cavity.
- 9.7 No additional electrical work will be carried out by the company or designated sub-contractors unless agreed in writing on the Sales Acknowledgement prior to the team visiting site.
- 9.8 Sandbourne Garden Rooms makes no guarantee as to the sustainability of any WiFi powerline adaptor, such as the HomePlug Solution. The liability of the Company for any Internet or Communications device or service will be limited to the value of that specific item only, as highlighted on the Customer Invoice.

#### 10.0 Customer Guarantee

- 10.1 Sandbourne Garden Rooms buildings are covered by a comprehensive guarantee, which is activated once the final balance is paid in full. The terms of the customer guarantee are as follows:
- 10.1.1 10 years: design & manufacturing faults to the structure of the building (including rot & corrosion) 10.1.2 3 years: internal misting in double glazing. Door / window hinges & locks. External decking (rot, corrosion & structural faults).  
10.1.3 1 year: External fascia's. Internal linings and trim, floor coverings, internal accessories, blinds.  
Electrical installations and appliances, including underfloor heating and air conditioning units. Electrical and network connections.
- 10.2 Buildings constructed by Sandbourne Garden Rooms 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.
- 10.3 No guarantee will be made by Sandbourne Garden Rooms against the effect of weather exposure on the colour of the external cladding. Cedar will naturally fade and silver over time – it is recommended that any cedar on the garden room is treated by the customer within 1 month of the original installation and every 6 months thereafter to preserve its original colour.
- 10.4 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 Sandbourne Garden Rooms for advice.
- 10.5 Warping of timber fascia boards is not covered under guarantee. Timber is a natural product and warping may occur. 10.6 Superficial cracking of timber cladding and / or fascia boards is not covered under guarantee. 10.7 No guarantee can be made against scratches or imperfections in / on door or window glazing units once the sign-off of the building inspection has been completed.
- 10.8 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 the guarantee.

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- 10.9 Guarantee claims should be made in writing to Sandbourne Garden Rooms 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. Sandbourne Garden Rooms will not reimburse payments made to a third-party repair contractor without prior written consent.
- 10.10 If the customer is deemed to be responsible for any faults to the building, all costs associated with the remedial works will be charged to the customer.
- 10.11 No guarantee will be made for materials, appliances or services supplied by the customer to be installed by Sandbourne Garden Rooms. Such items are installed on a goodwill basis only.
- 10.12 The company's 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. 10.13 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 the installation.
- 10.14 Any structural alterations made to the building by the customer or a third party employed by the customer will invalidate the guarantee and as such, any related remedial works will be chargeable as per clause 10.10.

### 11.0 Plastered Buildings

11.1 In reference to NHBC guidelines relating to plaster finishes: "some cracking, up to 2mm wide, is likely due to shrinkage and differential movements of materials". Settlement cracks should be filled and sanded by the customer and are not covered under the guarantee. Plaster cracking over 2mm is covered under the guarantee for a 1-year period.

11.2 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 a lack of ventilation during the drying process.

### 12.0 Ventilation

12.1 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 bi-folding doors are not fitted with trickle vents.

12.2 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 and during use to avoid condensation on equipment.

### 13.0 Ground, Gutter & Roof Maintenance

13.1 Sandbourne Garden Rooms are designed to require no ongoing 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 cannot be trapped underneath the building. 13.2 Gutters and roofs should be inspected and cleared of all debris at least twice a year.

13.3 As with all external buildings, failure to clear gutters and maintain air gaps may result in damage to the fabric of the building, which will invalidate your guarantee.

13.4 If remedial work is carried out and the defect is found to be as a result of the customer failing to maintain a clear area around the building, the work will be chargeable to the customer (see clause 10.9).

### 14.0 Liability

14.1 Nothing contained within 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.

### 15.0 Proper Law of Contract

15.1 This contract is subject to the laws of England.