



## **Insulate-It Terms & Conditions / Contract**

**These terms and conditions form a contract between our company and you as a customer and come into effect when your deposit payment is received.**

### **Our Objective**

Here at Insulate-It we strive to offer quality products and services that our customers are 100% happy with and would be proud to recommend. We appreciate any feedback our customers may have that helps us improve the level of service and professionalism that any person within our company offers. Our customer's experience is at the forefront of everything we do and therefore these terms and conditions are designed to avoid any confusion when purchasing any of our product or services. It is essential that these terms are read before purchasing any of our product or services as they form a contract however is the sole responsibility of our customer to remember to do so.

### **Terms & Conditions.**

Welcome to our terms and conditions of use. These terms and conditions apply to the use of this website and the purchase of our goods and services. By accessing this website and/or placing an order you agree to be bound by these terms and conditions. The customer is responsible for obtaining these terms and conditions for their reference. Insulate-It Reserves the right to amend any part of our terms and conditions at any given time.

For products and services recommended by us but not supplied by us please reference their own terms & conditions located on their websites.

### **Placing/Confirming Order**

You are deemed to have placed an order with us by ordering online via our partner websites, or by placing an order over the telephone. You must check your order and correct any errors before making payment which is when your order is complete and an invoice for payment issued via email.

### **Payment Terms.**

Our payment terms are a 25% deposit which secures your order and installation date, 25% payment when the installation team arrive on site with the building, 50% on completion of works.

We will not carry out any work on site until the 50% payment is received.

We are a VAT registered company and all our prices are plus VAT.

### **Returns & Cancellations.**

You may return any product that we supply within 14 days of delivery if the following applies:

1. 100% of the goods are in the exact same condition as the moment of delivery.
2. No work on the installation of the product has been commenced, whether by yourself or our installation team.
3. The product is a standard design, meaning the design has not been modified from a standard design of building, if not then then you are not entitled to return the product or a refund.

If you do wish to return your product, you will be responsible for the cost of doing so.

If you wish to cancel after our team have travelled to site, a service charge of £350 plus vat will apply.

The customer may cancel an order and receive a refund up to 35 calendar days before the scheduled base installation date. For avoidance of doubt, the scheduled installation date is the week commencing date indicated on the most recent invoice or communication emails. A cancellation fee of £350 will be retained as once deposit is received as the order is put into full production.

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

### **Validity of guarantee**

The product build instructions which are supplied with each building should be adhered to comply with the conditions of the guarantee. If any part of pre-treated timber is cut, notched or drilled then an approved cut-end treatment should be applied to comply with the conditions of the guarantee. A suitable timber treatment should be applied to dip treated products at the time of first build and then applied every 12 months to maintain the appearance of the timber and to comply with the conditions of the guarantee. Pressure treated products are treated at our supplier's facility prior to delivery so do not require treating, however, should you choose to treat you can. The application and/or mixing guidelines provided by the manufacturer of the timber treatment should be followed. The guarantee period is 12 months and invalid if:

1. If the building has been customised or modified in any way.
2. The person claiming is not the original purchaser of the building.
3. The building has not been treated annually or as per the treatment manufacturers.
4. The building has not been erected on a suitable sized flat, solid level concrete / slab base or placed on pressure treated bearers and it is found to be

water/moisture is rising from the base. 5. The building has not been erected, fitted or installed correctly. 6. In cases of general wear and tear, misuse or by third party damage. 7. The building is or has been placed in a position which can allow moisture to penetrate the timber. 8. Any material that is OSB (Oriented strand board) This must be protected from weather as is not a waterproof material. 9. This warranty does not cover any modifications to any building, damage to these adjustments will not be covered by Insulate-it.com. This includes but is not limited to electrical adaptations, use of furniture/personal items inside the building or any exterior adaptations. The consumer will be liable for any removal and replacement of adaptations in any warranty claim.

Any claims on faults upon inspection of the delivery of your building must be reported immediately before completion of the building assembly to allow the replacement of parts or any missing items to be arranged to remedy any issues. The building must also be checked regularly for debris and general maintenance made of the location. Any external changes around the buildings location must be kept within the guidelines as this could cause damage to the building.

### **Our Products.**

The company website, brochure and any elevation drawings serve as a guide only and do not form part of any contract.

The colours in the brochure / photos / videos must be taken as a guide and may not represent the true colours seen with the naked eye.

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

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.

### **Product Maintenance.**

Wood is a natural material and carries unique characteristics. This results in no two pieces being the same in appearance.

Whilst we endeavour to make sure all sections are as equal to one another as possible, it's inevitable there may be misalignment from time to time. This is normally caused by thermal expansion/contraction and with the panels made in different batches, this cannot be remedied. In action to this, we supply cover strips which take the eye away from cladding that doesn't match perfectly.

We use shiplap design to deter water away from the building and allow for the expansion and contraction of wood. This also helps prevent wooden panels from warping, bowing and splitting. Whilst water should not enter the building, we cannot 100% guarantee this within the movement of the material. Therefore, it is recommended that guttering is fitted at the

stage of assembly to further reduce this. Please note that our standard buildings do not include a gutter as this will cause water pooling.

Wood may contain knots and other small details in which are formed throughout the life of the product. These are simply aesthetic and will not affect the structure of the building in any way. These can simply be filled with an expandable filler purchased from a DIY store. You will find that this settles after the first few years as the movement of the material will become less frequent as it adapts to the elements.

Wood being a natural material is subject to thermal movement. Whilst we endeavour to make sure all this happens as little as possible, we ensure that there is always enough movement to allow for thermal expansion around the panels, this stops panels expanding and splitting or bowing. We do not advertise the building as watertight but if this is required, you would need to use an expandable wood filler, this will still allow the expansion whilst keeping the water out. These products can be sourced from any local DIY store.

Door adjustments are not covered under Insulate-it.com guarantee and may be required during time to time. This is simply due to the expansion and contraction of the material during seasons however over time this will settle.

Colour tones can vary across panels. These are batch produced and sometimes different batches will be used in orders. Colour will not affect the construction of the building and over time panels will all fade to the same colour during various weather conditions. Standard treated buildings require painting once received within 6 months.

Warping, cracking or splitting is not covered by any Insulate-It guarantee. Warping/ cracking or splitting of timber can occur with the product being a natural material. Various remedies are available in DIY stores to prevent/ Rectify these qualities.

The pressure treatment process offered by our supplier is a long-life protection against rot and decay and is not a weatherproof system. Your garden building will require protection from UV light and water penetration; therefore, no further preservative treatment is required. We do recommend that a weatherproof coating is applied as soon as possible but no later than 12 weeks after installation and then at regular intervals to increase the life of the building. Please follow the manufacturer's recommendations as to when to apply the product.

Wood is a natural product and susceptible to changes in the external environment. Extremes of temperature or weather conditions will cause a reaction in the timber. Sawn timber and machine-rounded items may split. This will not affect the structural strength of the wood or the product guarantee.

### **Scheduled Dates.**

The company will always try to honour the estimated delivery/installation date, 98% of our buildings are delivered and installed within the estimated time. 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.

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.

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.

If the customer postpones/delays the installation of the base or building for any reason after payment of the deposit has been made, the following penalties will be immediately incurred;

- Within 35-15 days of the scheduled base installation date: 25% of the total sales price
- Within 14 days of the scheduled base installation date: 40% of the total sales price
- Within 7 days of the scheduled base installation date: 50% of the total sales price.

### **Work On Site.**

The customer is responsible for clearing and preparing the site for installation unless agreed prior to installation and stated on the quotation / invoice.

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.

If the customer has arranged their own concrete base, this must be 100% level.

A clearance of 500mm minimum is required in addition to the external dimensions to allow construction and maintenance.

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 above.

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

Whilst every care is taken to avoid any damage to the Customer's property, Green Retreats 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.

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

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.

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.

The design consultation 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.

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.

### **Bases.**

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.

If an existing base has been used e.g. concrete slab, Our company cannot be held liable for subsidence or settlement issues.

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

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 / verbal agreement with the customer.

The company will not be held liable for any damaged pipework or sewage as a result of drilling base post.

If the customer is not present, the installation team will position the base as they see best suitable and leave a minimum of 500mm around the parameter of the proposed building.

### **Force Majeure.**

Force majeure is defined as any cause to our buildings deemed beyond our control. This is including but is not limited to act of God, War, Terrorism, Flood, Weather, Explosion, Natural catastrophes, Civil/military disturbances, Strikes and theft. We will not be held liable or responsible for any failure or delay in our terms and conditions if said cause is due to Force Majeure.

### **Planning Permission & Building Regulations.**

Most of our buildings are designed so that planning permission is not required. Permission is responsibility of the consumer and no liability to failed permission will be accepted by Insulate-it.com. We advise you seek permission for you building before order as you may be liable for return fees as set out in pervious sections.

To support this we would like to make it clear that our buildings are sold as garden buildings where permissions/regulations are not required. However, you may wish to use your building for different circumstances. We advise that should you choose to use your garden building for specialist needs that you contact your local council / authority and discuss this with them as counties have different.

### **Electrical Work**

It is the customers responsibility to arrange and pay for the connection to the property, and test the electrical works done by our installation team.

### **Customer Media.**

Photographs and images on the website may have been supplied to us by the manufacturers, or with regard to our own products they will have been supplied by us but in any event, they are used to represent the style of the product and are for illustration purpose only. Timber products in particular are natural products and as such are liable to colour variations.

We reserve the right to use any images/videos taken whilst installing or of the finished product for marketing use on our websites and social media.

