

TERMS AND CONDITIONS OF SALE

Olympian Garden Buildings

DEFINITIONS

The “**company**” is Olympian Garden Buildings which is the trading name of Olympian Sheds Limited, a company registered in England and Wales under Company Registration Number 01861607 and whose registered office is at Moston Road, Springvale Industrial Estate, Sandbach, Cheshire CW11 3JA.

The “**customer**” is the person, firm or company who purchases the product or services from the company. Where two or more individuals are included in the expression “the customer” any obligation provided by them shall be deemed to be made by such persons jointly and severally.

The “**agreement**” is the completed and signed order form and acceptance of the company’s 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 order form and shall be deemed to have been placed by the customer upon the issue by the company of an acceptance of order to the customer.

The “**product**” shall be defined as the completed structure, as advertised by the company.

The “**handover**” of the completed product shall be defined by the finished installation of the garden building.

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 order form.

The headings in this agreement are for convenience only and shall not affect their interpretation.

A. APPLICATION OF THESE TERMS AND CONDITIONS

- i. It is considered that any customer entering into 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, brochure, building name, any elevation or plan drawings or display buildings 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 as a result of wood being a natural product.
- iii. All timber sizes stated are the ‘nominal’ sizes. This is the measurement of the timber pre-planing. The planing process typically reduces the thickness of the timber by 4mm.
- iv. 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.
- v. The company reserves the right to alter the type or brand of materials used during construction using alternative materials of equal specification.
- vi. Any photographs, videos or drawings of the product, both during installation and once completed, are the intellectual property of the company. The company will at all times protect the privacy and identity of the customer. The company shall not disclose the identity of the customer without the customer’s prior consent.
- vii. The customer has been provided with a copy of the “Access to Site”, “Base Information” and “Aftercare” documents and the provisions of the same are incorporated within these terms and conditions and interpretation of the same is to be construed in accordance with these terms.

C. PLANNING PERMISSION & BUILDING REGULATIONS

- i. 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. Building heights, sizes and floor area can be provided on request.
- ii. Structures made by the company are not made to building regulations and no warranties or representations are made in respect of compliance with any such regulations.

D. PRICING

- i. Prices are not final as the quoted prices assumes there will be no problems that will impact the final cost.
- ii. 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.
- iii. Once the company confirms the acceptance of the order to the customer and the initial payment has been received by the company, the price stated on the order will remain fixed, unless the order is put on hold by the customer for longer than 30 days past the agreed installation, collection or delivery date. 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 invoice.
- iv. Only variations relating to specifications written within the order will be applied to the building. The customer will not be able to reply upon any suggested verbal agreement as to any part of the specification.

- v. If the price agreed by the customer and the company changes due to variations to the contract, 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 order form.
- ii. Subject to other provisions in these Terms and Conditions, our payment terms for installations and delivery only are:
- 1st payment: A non-refundable deposit of 25% of the full purchase price is payable on ordering the product from the company.
- 2nd payment: The remaining balance is due as cleared funds 2 weeks prior to the agreed installation or delivery date.
- iii. Collection orders will be charged in full at the time of placing the order.
- iv. Amendments to orders made post order acceptance by the company will be subject to a minimum £40 administration fee.
- v. 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.
- vi. The customer shall make full payments due without any deduction whether by way of set-off, counterclaim or otherwise and no payment shall be deemed to have been received until the company has received cleared funds.
- vii. 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.
- viii. Unless otherwise agreed in writing by us, all payments are to be made by Debit Card or BACS payment transfer. The customer must include the order or invoice number and surname as the payment reference.

Bank details (Olympian Sheds Ltd)

Sort Code: 30-95-91
A/C: 30743460

F. AMENDMENTS

- i. Any requests for amendments to an accepted order are subject to the discretion and agreement of the company. The customer accepts that it may not be possible to amend orders depending on where the order sits in the internal manufacturing and order process.
- ii. Any amendments to an accepted order are only deemed to be confirmed upon receipt of a confirmation email from installation@olympiangardenbuildings.co.uk

G. SCHEDULED DATES

Installation and Delivery

- i. The installation and/or delivery date agreed between the customer and the company cannot be guaranteed by the company though they shall make their reasonable 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 reasonable endeavours to but shall not guarantee to complete the delivery and/or 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.
- vi. If the building cannot be installed due to customer error, it will be left at the address. If it cannot be left the customer will incur separate reloading and storage charges.
- vii. Return journey and rescheduling charges will be applied at a minimum of 15% of the order value. We reserve the right not to return.

Collection

- i. The collection date agreed between the customer and the company cannot be guaranteed by the company though they shall make their reasonable 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 availability of an order for collection.
- iii. The company will make their reasonable endeavours to but shall not guarantee to complete the order for collection by any specified date or time.
- iv. 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 the company's own commitments.
- v. Once an order is booked in for collection, the order will be held for a maximum of 5 days post the agreed collection date. A delay in the collection of the order longer than 5 days will be subject to a storage fee. Such costs will be determined by the building value and size.

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. Orders may remain on hold for a period of up to 30 days.
- ii. Orders placed on hold within 30 days of the installation / delivery date range will be required to pay the remaining balance in full.
- iii. Orders placed on hold by the customer after any payments have been made will not entitle the customer to any repayments.

- iv. If the installation is put on hold part-way through construction, the company cannot be held responsible for any damage caused due to its unfinished state.
- v. If works are resumed and the building requires any 'making good' due to damage caused whilst on hold, the customer will be responsible for meeting these costs.
- vi. The works may recommence at any time agreed between the customer and the company. If the works are on hold for more than 30 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

- i. 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.
- ii. 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.
- iii. In the event of the company cancelling part, or all, of the works (save for in circumstances arising from the customer's breach of these terms and conditions) a full refund will be given to the customer.
- iv. 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.
- v. Depending on the time between cancellation and the suggested collection, delivery or installation date, the customer will be responsible for meeting any costs incurred by the company in reaching the stage of manufacture.
- vi. All orders are placed in accordance with the Consumer Contracts Regulations 2013. These provide that if products are bespoke to the customer's requirements then the right to cancel is not provided to that customer where the goods are sold off site or at a distance.

J. THE WORKS

- i. Any costs incurred by the company as a result of the customer failing to prepare the site or access as agreed prior to the commencement of the works shall be reimbursed by the customer within 7 days of any demand by the company or prior to the re-scheduled installation or delivery date.
- ii. The customer is responsible for providing all necessary parking permits, access and permissions in advance of the commencement of the works.
- iii. If it is possible and cost effective to overcome and / or re-work base or access problems on the day of installation, the company will use its' reasonable endeavours to do so and the customer will be responsible for any associated costs. Written confirmation will be sent by the Company to the customer prior to commencing any additional, chargeable works.
- iv. The company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation and written agreement.
- v. The customer is responsible for providing access to an electricity supply to provide power for the tools required during the period of installation. If a site generator or other means of power is required, this will be an additional charge to the customer. The company will confirm prior to installation if power will be required.
- vi. If, after the order has been agreed, it is necessary to re-design the building to enable it to be installed, the customer will be responsible for any additional costs
- vii. 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.
- viii. 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.
- ix. 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.
- x. Site surveys are available on request. If a site survey is undertaken, it is expected that no fundamental changes are made to the area inspected during the period between the site survey and the installation date. In most instances photographs and videos showing access and bases can be sufficient but the company will promptly notify the customer of any additional requirements.
- xi. 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.
- xii. Force Majeure. In the event of circumstances outside the company's control affecting the performance of the contract, the company will be entitled to notify the customer and revise or cancel the contract to reflect the changed circumstances and the customer will accept such changes.
- xiii. The company shall not be held liable for any costs associated with claims for compensation.
- xiv. The customer must ensure that the site is easily accessible, free from any obstructions or dangers and there is adjacent parking for multiple vehicles including a 7.5 tonne lorry available at the time of installation.
- xv. Failure to complete the necessary preparations may result in a delay or, in certain circumstances, cancellation of the installation schedule. The customer shall therefore be liable to the company for all additional costs incurred, including lost hours, materials, any other charges and expenses.

K. FOUNDATIONS / BASE

- 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 structure has been installed shall be reimbursed by the customer within 7 days of any demand by the company.
- ii. Unless otherwise agreed in writing, the customer is responsible for the installation of a flat and level base. The base must be firm, the correct size, consolidated and level with no falls in any direction, not elevated above the surrounding areas, not be restricted by overhanging branches and have sufficient space around the building and its roof to install.

- iii. Failure to do so may result in a delay or, in certain circumstances, cancellation of the installation schedule. The customer shall therefore be liable to the company for all additional costs incurred, including lost hours, materials, any other charges and expenses.
 - iv. If an existing base has been used e.g. concrete slab, the company shall not be held liable for subsidence or settlement issues arising from the works.
- L. TIMBER
- i. The customer understands that all sizes given for our timber are nominal, prior to planing. The finished size will be approximately 4mm less than the nominal size stated. Samples are available for inspection.
 - ii. All timber used is pressure treated (tanalised). Tanalised timber does not offer a water repellence and thus, water marks and / or ingress can be found on panel joints, edges, around doors and windows. This is not deemed as a fault.
 - iii. Wood is a natural product and as such is subject to natural imperfections and changes such as knots, splits and shakes, resin and shrinkage. These can appear post supply / installation and are not deemed as a fault.
- M. 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 1 year the structure of the building against mechanical failure.
 - iii. Warping, shrinkage or superficial cracking of timber cladding and fascia boards is not covered under guarantee; timber is a natural product and warping may occur.
 - iv. Water ingress is not covered under guarantee.
 - v. Planing of doors necessitated by shrinkage or expansion of timber is the responsibility of the customer and not covered under guarantee.
 - vi. The company will use reasonable endeavours to make right all repairs under guarantee within 21 days of written notification from the customer, subject to location and availability of materials.
 - vii. 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.
 - viii. 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.
 - ix. The company shall not be deemed liable for subsidence to the garden building or of the surrounding installation site unless such subsidence is caused by the negligence of the company during installation.
 - x. Any structural or cosmetic 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.
 - xi. Buildings sold with the 'Pre-Insulation Pack' upgrade must follow the guidance in the "Aftercare" document during the process of insulating the building. Any weakening of the structure by the removal of gable supports or failure to add sufficient additional timber supports to bear the weight of the insulation and boarding is not covered under guarantee.
 - xii. Ex-demonstration buildings are sold as seen in the condition which they are displayed. Where the building has been installed by the company, the company shall guarantee for 1 year the structure of the building against mechanical failure.
- N. VENTILATION
- i. The company shall not be held liable for remedial items associated with poorly ventilated garden buildings.
- O. 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.
- P. CONTRACTORS
- i. If the company provides the name of a third-party contractor to the customer, it is the customer's responsibility to satisfy themselves that the contractor is suitably qualified and competent to carry out the work and the company excludes all liability in this respect.
- Q. HEALTH & SAFETY
- i. The company will take practical steps to:
 - Prevent or minimise health and safety risks to the customer and other people living in or visiting the site.
 - Minimise environmental disturbance, nuisance, or pollution from the work; and
 - Make sure any temporary protection for the work is safe.
 - ii. The customer will:
 - Take notice of all warning the company or contractor gives about any health and safety or environmental risks which he is taking measures to prevent or minimise;
 - Not knowingly allow people living in or visiting the premises, particularly children, to be exposed to any dangers from the work.
- R. COMPLAINTS
- i. Complaints should be sent in writing to installation@olympiangardenbuildings.co.uk along with any supporting information such as photos or videos. All complaints will be responded to within 7 working days of receipt of written notice. This does not affect your statutory rights.