



Eco Garden Studios 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.

1. Our Objective

Here at Eco Garden Studios, 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.

1. 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. Eco Garden studios 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.

2. 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 or email. 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.

You return all documentation sent to you by request of our team including the signature(s) of the person(s) who is purchasing our product.

Any additional materials or labour requested or required by the customer that is not included on the original quote and/or specification sheets will be chargeable & payment must be made no later than on completion of works.

3. Payment Terms.

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

We will not leave site until the final 25% payment has been received.

The product will remain the property of Eco Garden Studios until the balance has been paid in full.

4. Returns & Cancellations.

As we manufacture each building bespoke to each customers requirements and do not mass produce, deposits are non-refundable.

If you purchased a self-build package and you do wish to return your product, you will be responsible for the cost of doing so. Refunds will only be processed when the company has assessed the condition of the product. If the company deems any part of the product to be damaged or not re-usable, the costs of these parts will be deducted from the refund amount.

If you wish to cancel after our installation team or delivery vehicle have travelled to site, the 50% payment instalment will still be payable plus a £500 + vat surcharge.

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.

As our products are not stock held and are 100% bespoke manufactured to each customers requirements, every order is deemed as bespoke.

5. 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 10 years 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 Eco Garden Studios. 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 building's location must be kept within the guidelines as this could cause damage to the building.

What's covered by the guarantee:

- Workmanship of our installation teams that causes water ingress or structural damage – **10 years**.
- All electrical appliances and fittings supplied & installed – **12 months (manufacturers)**. Labour to replace or repair may be chargeable.

What is not covered by the guarantee:

- Accidental damage.
- Causes that affect the product that are out of our control.
- Products supplied and/or installed correctly that do not meet customers expectations when in full working order. This is not our responsibility to ensure that any product is sufficient to meet customers' expectations.

If a fault occurs after the guarantee period relating to a material that has a longer guarantee than our own, labour to rectify the problem will be chargeable.

Eco Garden Studios cannot give a guarantee to the timescale that a warranty claim will be resolved and will be scheduled in according to availability.

6. Customer Satisfaction.

Upon completion of the installation, the customer must inspect the product and sign the document provided by the installation team. The company will take this as the final satisfactory agreement and conclude the installation as completed. Once this is done, the guarantee will take effect.

If a customer claims that the installation has not been carried out to their satisfaction but the installation team has followed all manufacturers instructions & the company's normal installation routine, the customer must accept this as a mis judgement by the customer and sign off the installation as complete and satisfactory.

7. 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 is 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.

8. Product Maintenance & guarantee exclusions.

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. As standard, where accessibly possible install a standard black round gutter & downpipe to the rear of the building to help deter rainwater away from the building. Eco Garden Studios will not be reliable of water pooling as a result of this.

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 Eco Garden Studios 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 Eco Garden Studios 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.

Eco Garden Studios will not be liable for rot or decay of treated timbers for any reason.

Wear and tear of products and materials is not covered under the guarantee.

Discolouration of interior walls is not covered under the guarantee.

9. Ventilation Requirements and Customer Responsibilities

1. Customer Responsibility for Adequate Ventilation

The Customer acknowledges that proper ventilation of the garden room building is essential to maintain a healthy internal environment and to prevent condensation, damp, mould growth, and associated damage.

Following installation and handover, it is the sole responsibility of the Customer to ensure that the building is adequately ventilated at all times. This includes, but is not limited to:

- **Regularly opening windows and/or doors where appropriate**
- **Using trickle vents (if installed) correctly and consistently**
- **Operating any installed mechanical ventilation systems in accordance with manufacturer guidance**
- **Providing additional ventilation where high moisture-producing activities take place (e.g. cooking, drying clothes, use of heaters without adequate airflow, high occupancy, or gym use)**

2. Condensation and Moisture Control

Condensation is a natural occurrence in insulated buildings, particularly where there are fluctuations in temperature or elevated humidity levels. Eco Garden Studios cannot control environmental conditions or internal usage patterns once the building has been handed over.

The Customer acknowledges that failure to properly ventilate and manage internal humidity levels may result in:

- **Condensation on windows and internal surfaces**
- **Mould or mildew growth**
- **Damage to internal finishes, fixtures, furnishings, or stored items**
- **Timber movement or moisture-related deterioration**

Such issues are not considered defects in materials or workmanship.

3. Exclusions from Warranty

Eco Garden Studios shall not be liable for any loss, damage, deterioration, or remedial costs arising from:

- **Inadequate ventilation**
- **Excess humidity levels**
- **Improper heating or occupancy practices**
- **Failure to follow maintenance and ventilation guidance provided at handover**

Any damage or remedial works required as a result of insufficient ventilation will be chargeable to the Customer.

4. Ongoing Maintenance

The Customer agrees to monitor and maintain appropriate internal environmental conditions within the building throughout its lifespan. Eco Garden Studios recommends maintaining relative humidity levels between 40% and 60% where reasonably practicable.

10. 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.

The company is not liable for any delays in delivery or installation schedule and timeframe due to a result of bad weather eg rain, snow and ice.

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, in addition to the total previously paid amount 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.

11. 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 / spec sheet. If our installation team arrives on site and the area is not cleared, we may provide a cost to the customer for our team to carry out the work or postpone the installation. If the installation is postponed due to the area not being clear, a £500 + carriage & travel cost penalty will be immediately payable.

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.

Any access issues that prevent or delay delivery or installation of your building will be chargeable at the rate of the cost implications to the company, which will be determined by the company.

If the customer has arranged their own concrete base, this must be fully cured, 100% level & flat. If this is not deemed to be the case by our installation team & results in delays, costs of delays will be chargeable to the customer.

A clearance of 400mm minimum is required in addition to the external dimensions to allow construction, maintenance & access unless previously agreed.

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, Eco 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.

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 company reserves the right to withdraw its employees or designated contractors from site as a result of unnecessary abuse & mistreatment towards them from customers, partnering neighbours or general public.

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.

The customer must make the company aware of any unseen underground services such as gas, water or drainage pipes at time of design consultation, prior to order being placed. The company will not be liable for damage to such services.

12. 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 ground screws or digging post holes.

If the customer is not present, the installation team will position the base as they see best suitable and leave a minimum of 400mm around the parameter of the proposed building.

Access to site – During consultation / design / quotation stage any access issues to the site where the proposed building will be installed MUST be made clear by the customer to our design & sales team. Our installation teams need clear, adequate access to the site in order to transport materials, tools & panels safely and with minimum disruption to the installation schedule.

If the only access to the site is through a property, this must be made clear to the team BEFORE placing an order as this will result in increased costs. The increase in costs will be calculated at the quotation stage.

If access issues are discovered once a customer has placed an order, additional charges will apply and must be paid prior to the commencement of works.

Insulated Eco Studios Ltd or any of its employees / contractors will not be liable for damage to customers property if access to the site is directly through the property.

If any extra work and/or materials are required in order to accommodate access, the costs of doing so will be charged to the customer and be immediately payable

13. 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.

14. 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 Eco Garden Studios. We advise you seek permission for your building before order as you may be liable for return fees as set out in previous 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.

15. 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 unless such works are included in your quote.

16. 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.

17. Painting Limitations & Weather.

Although our installation teams make every effort to ensure your building is left complete, from time-to-time bad weather e.g. Rain or snow can prevent exterior painting. In the unlikely event that bad weather prevents this, our teams may schedule a later date to complete the work or leave the paint and equipment with the customer to carry out themselves when the weather allows depending on the customers location & our availability.