

Outdoor Building Solutions

Terms & Conditions

1. Building Regulations

By purchasing the building you have answered the Building Regulation questions as follows:

- The building will contain NO sleeping accommodation
- If the building is over 15 square metres in internal floor space then it will either; be positioned 1m away from any boundary, or; the customer will treat all parts within 1m of a boundary with Fire Retardant.
- If the building is over 30 square metres in internal floor space then you are aware that this building does not comply with building regulations and you intend to use it for an exempted use such as: a building into which people do not normally go, or Agricultural purposes.
- It is the customers responsibility to ensure that they comply with ALL building regulations.

2. Delivery

2.1 Time shall not be of the essence in this contract.

2.2 As our suppliers operate throughout England, Wales & Scotland with large areas between depots, we cannot give timed deliveries. We will contact you to arrange a suitable delivery date.

2.3 Please ensure that someone with the authority to accept the goods is available at all times on the day of delivery. Should we arrive and no-one is present to accept the goods we will attempt to contact you by phone but after this we will leave the site and an attempted delivery / installation fee will be charged.

2.4 You must advise us if there are access difficulties. We generally deliver with a 7.5 ton HGV flat bed truck. If we try to deliver using this vehicle and cannot do so due to foreseeable problems, such as access restrictions, width of road etc then we will charge you for that attempted delivery.

2.5 If you wish us to offload product on your premises, we need an access route suitable for taking a HGV vehicle. Please ensure there are no obstructions, such as gates, walls, trees etc. Damage to lawns, flower beds, driveways etc adjacent to a narrow or difficult access route will be the responsibility of the customer.

2.6 We require that you provide legal parking facilities for all vehicles for the duration of the works being carried out. If roadside parking is chargeable, it is the responsibility of the customer to provide parking permits or to pay for parking as necessary.

2.7 We will generally offload at the kerbside. We will need unobstructed and safe access to a clear working area for our installation staff adjacent to the installation position for the product.

2.8 We do not carry items through a customers decorated building, e.g. a house. We will carry items through an outbuilding such as a garage where possible. It is up to the customer to remove anything that could be damaged e.g. whilst large pieces of timber are carried through.

2.9 All reasonable care will be exercised in carrying out the delivery, but we do not carry out a survey of your site prior to the installation, and it is your responsibility to risk assess and protect the site and access route.

2.10 The maximum distance from the offload point to the installation site shall be no greater than 100 metres.

2.11 If we have attempted delivery but have been unable to do so due to any reason above, an attempted delivery fee will be charged. The attempted delivery fee would represent the true cost of a delivery. Please note: the delivery cost noted on most invoices does not show the true cost of delivery. In the vast majority of cases it is very likely the actual cost will be significantly higher than this value.

2.12 If items are missing please make a note of this on the delivery note or we will be unable to replace them. We will re-deliver any missing items within a reasonable timeframe & this is not grounds for cancelling an order.

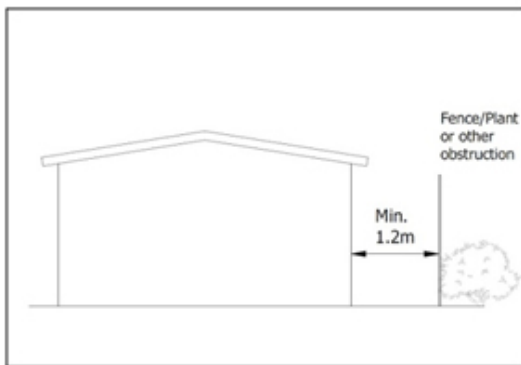
2.13 Drivers are not authorised to accept changes to our delivery notes or our terms & conditions or give technical help.

2.14 Every attempt will be made to ensure delivery is made upon the agreed date, however unexpected delays can occur. In the event that these effect your delivery, we will reorganise your delivery date within a reasonable period of time.

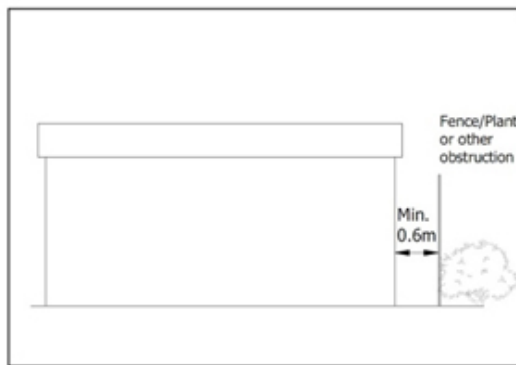
3 Health & Safety & the space required around your garden building

3.1 To ensure your site is suitable please check the following statements are true for your site:

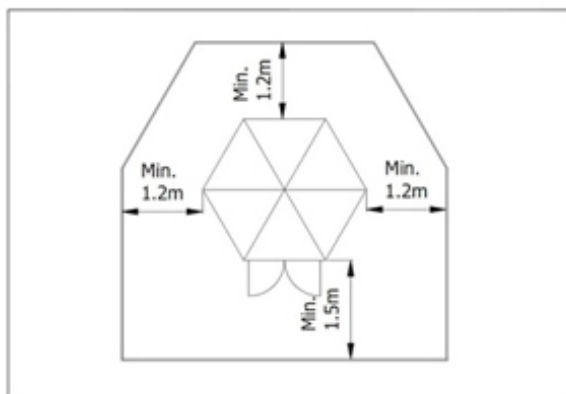
In relation to where the Garden Building will be located: There is at least 1.2m of unobstructed space from any wall with an eave. There is at least 0.6m of unobstructed space from any wall with an apex. Please see diagrams below for additional explanation.



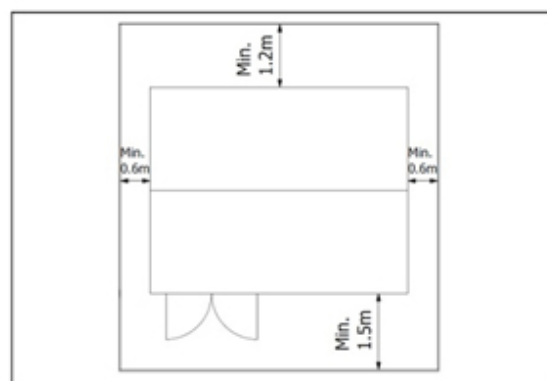
Side View: wall with eave



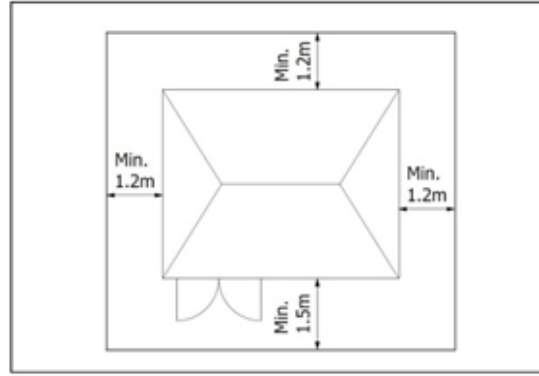
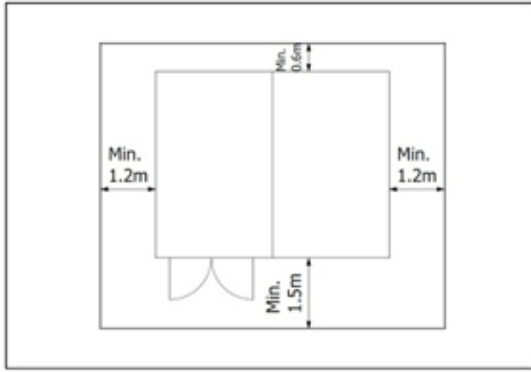
Side View: wall with apex



Hexagonal Roof: eaves all round



Apex on two sides: eaves front & back



Eaves on two sides: apex front & back

Pyramid or Hipped roof: eaves all round

- There are no dangerous obstructions such as greenhouses or other glass structures, impaling hazards such as upstanding rods or individual posts within 2m of where the building is to be assembled.
- There are no unreasonable obstructions, slip or trip hazards between the area of unloading and the area of installation.
- There are no obstructions within the footprint of the building. Examples can include hot tubs, swimming pools or anything else that may pose a Health & Safety risk. Please note that we do not build around objects that the customer has put in place prior to our arrival. The base/ site must be unobstructed and level (to within tolerances outlined in the "Base Preparations" section of this agreement) across its entirety.
- There are no overhanging trees or other obstructions within 2m vertically of the building to be assembled.
- There is reasonable access to, and use of water, electricity and toilet facilities for installers whilst on site.
- The customer will not carry out any additional work during the installation on their purchase. This includes treating the product, installing insulation, electrical work etc.
- The customer will keep all other people, children and/or domestic animals or livestock away from the work site from the start of installation until complete including overnight/s. If the customer needs to cordon off the area to do this then this is the customers responsibility.

3.2 Should our fitters be unable to continue due to a breach of these terms they may be removed from site to return at a later date. If this occurs additional charges will be due.

3.3 The customer as the site owner / occupier may be liable should anything occur upon the site which is outside of control and results in injury. Please check your household insurance to ensure you are covered for such eventualities.

4 Treatment

4.1 Exposed untreated timbers should be treated with an appropriate timber preservative finish immediately after installation. This is not part of our installation service even if you have brought the painted on treatment from our customer.

4.2 You will need to periodically treat your product within the timeframes specified for the treatment you are using.

5 Location of your garden building

5.1 Our installers will install the building in the location and orientation clearly identified by you, the customer as they arrive on site.

5.2 If you are not on site at any time during the build when the location of the building needs to be decided then the installers will use their best judgement about where to assemble the items.

5.3 We will NOT reposition items if you identify different locations once the garden building or parts of the garden building are part or fully built.

6 Base Preparation

6.1 Your base needs to be level (+/- 1cm across its length and / or width) and be of a sufficient size.

6.2 Your base needs to be sufficiently hard for our installers to work upon safely. If you have laid a concrete base we suggest leaving at least 3 days for it to harden prior to installation commencing.

6.3 When our installers arrive on site we will check the level and size of the base and whether it is sufficiently hard for work to commence. If we find the base is not correct in any of these ways we will discuss this with you and either ask you to sign a disclaimer to allow us to continue work, if possible, or charge you for the delay caused and return on another date once the problems have been rectified.

6.4 We do not inspect the suitability of your base to support the building without ground movement. We do not check the integrity of the base. Our installers are not engineers. Any problems with the products that arise from inadequate support from the base are the responsibility of the customer.

6.5 An uneven base means the building may buckle and windows may break or the doors will wedge tight against the frame. This may not be apparent at first but can happen once the building has settled onto the uneven base.

6.6 By signing our "Base Disclaimer" form, responsibility for the building passes to the customer and your warranty may be effected. The fitter will attempt their best to install the building taking into account issues found. If as a result the build has to be aborted part way through no responsibility lies with the fitting team.

7 Additional Costs

7.1 If we are delayed or have to leave the site for any reason not directly caused by OBS, all reasonable costs incurred will be charged to and accepted by the customer (including time, distance and vehicle costs) and payment will be required before we re-commence work.

7.2 A typical charge for 1 lost installation day for a two man installation team can be £450, for a three man team £650 etc. A typical attempted delivery cost can be £150 + a 45p mileage charge. These charges will vary and reflect our costs in each case.

7.3 We assess the weather conditions during the installation process. If in our reasonable view, conditions do not allow installation to continue, we may leave the site and return at a later date to complete the work. In these circumstances any additional time will be taken at our cost.

7.4 OBS will not be responsible for any financial losses or claims (including without limitation loss of revenue, profit or expenses etc) or indirect losses due to any fitters not being able to continue installation as a result of missing or damaged parts. OBS is also not responsible for any losses incurred due to non delivery of items to be installed or the result of an install aborted due to a bad base.

8 Payment

8.1 Payment must be made in full in cleared funds prior to delivery / work.

8.2 All charges quoted are exclusive of VAT.

9 Cancellation of pre-agreed date

9.1 We book installation dates in advance for customer convenience and to ensure economical use of staff and vehicles to provide you with the work you have paid for. By cancelling a pre-agreed date you reduce our ability to economise our overheads and therefore will incur charges to compensate for this.

9.2 Charges for cancellation or re-arrangement of a pre-agreed date are as follows:

5 working days notice is £50.00

4 working days notice is £100.00

3 working days notice is £150.00

2 working days notice is £200.00

1 working days notice is £250.00

9.3 Due to the nature of "Building Works" we are unable to guarantee any specific start or completion dates.

10 Completion of Installation

10.1 Nails and screws will be secured so that they do not protrude. Excess materials such as timbers, roofing materials etc will not be removed from site.

10.2 On completion the building must be inspected by the customer. At the same time the customer will be given a completion document to sign. Once this has been done the job is complete and deemed to have been finished to a satisfactory standard.

10.3 If at the completion of the installation, the customer is not on site to inspect the installed product and sign the completion document our team will leave the site. As no-one was there to sign on site, this is a breach of contract on the part of the customer, so any alleged problems will only be inspected on a chargeable basis.

10.4 In the case of sheds, the installer will only pin any glazing into place using panel pins as supplied. Windows will need to be made "water tight" as soon as possible using silicone, putty another material at the customers' choice.

10.5 The fitters are responsible for completion of assembly only and not for any works that may be required as part of any ongoing maintenance.

10.6 The installers have a guide of up to 10 working days following the delivery in which to arrange and complete the installation unless agreed otherwise. This is a guideline only, not a guaranteed timeframe and may be extended during busier periods

11 Maintenance

11.1 The characteristics of timber are not those of extruded plastics, aluminium or other metals and will change with time and environment. If you are not competent in understanding the nature of these types of timber and the need for ongoing maintenance, then it is the customers responsibility to find this out and apply accordingly.

11.2 Timber is a natural product and the building will "settle". As a result splits, cracks and movement of timbers will occur after installation and adjustments may be necessary (including adjustments to: doors and windows as they may drop, expand, contract or warp. Storm braces may need adjustment as the wall logs settle or move due to friction or customer additions). Such adjustments and / or repairs are not part of the installation service and should be carried out by the customer or their approved agent.

12 Rectifying defects

12.1 Should any defect occur with the product in a reasonable time then the customer should firstly contact the supplying manufacturer.

12.2 Please note that any problems that occur due to the natural properties of the materials are not defects. Please see "Maintenance" section for more information.

12.3 Should OBS be requested to provide rectification, we will require photos of any alleged defect to determine its cause.

12.4 Where the alleged defect is deemed to be the customers fault for any reason, e.g. unsuitable base / site, poor maintenance or misuse of the product any rectification will be chargeable to the customer.

12.5 Should a fault occur which is the fault of the company, OBS will at its discretion and cost decide on the best way to effect a repair.

12.6 Should you request an inspection for alleged defects that fall outside our published descriptions and reasonable actions then we will make reasonable charges for that service which will be payable prior to that inspection taking place.

12.7 If you do not give us reasonable opportunity to rectify any defect we will not reimburse you if you choose to rectify it yourself or with a third party.

13 Cancellation by us

13.1 Your order may be cancelled if the goods you ordered were listed at an incorrect price due to a typographical error in the pricing information received by us from our supplier.

13.2 OBS may cancel the order after a period of 3 months has elapsed since date of order providing that we have offered at least 3 different dates and these dates have been refused by the customer.

13.3 If we do cancel your order we will notify you in writing and will refund you within a reasonable period of time. We will not be obliged to offer any additional compensation for disappointment / hardship suffered.

14 Important

14.1 All timber products are batch manufactured, sometimes weeks before delivery. All timbers are checked before being banded into various products. Between the assembly and delivery times timbers will continue to adjust to their natural properties, even in pressure treated sections. Timber products once assembled onsite will continue to react to weather conditions and the internal environment within the building. These properties can include colour differences, warping, splits, knots and knot holes and varying surface finishes and are a part of the natural properties of this type of material. Timber is planed and generally smooth (there can be some hit & miss in the planing process). If you require a smoother finish then you may wish to sand some of the timbers but this is the customers responsibility.

15 Reaching us

If you need to reach us we can be contacted in the following ways:

Call us on: 07838 684041

Email us: admin@outdoorbuildingsolutions.co.uk

Write to us: OBS Ltd, The Rubicon Centre, 17 Broad Ground Road, Redditch B98 8YP

16 Privacy Policy

16.1 We are committed to protecting to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).

16.2 We do not disclose buyers information to third parties.

16.3 The type of information we will collect about you will include:

- your name
- address
- phone number
- email address
- payment details

16.4 The personal information which we hold will be held securely in accordance with our internal security policy and the law.

17 Invalidity / Severability

If any term or other provision of this agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy it will be severed from the agreement. All other terms and provisions of this agreement shall nevertheless remain in full force and effect.

These Installation Terms And Conditions replace our standard Terms And Conditions, and can only be amended in writing by a Director of the Company.