

The "Company" is Four Oaks Garden Rooms Ltd. The "Customer" is the person, firm or company who purchases the product or services from the Company.

1. APPLICATION OF THESE TERMS AND CONDITIONS 1.1. It is considered that any customer agreeing with Four Oaks Garden Rooms Ltd. is in acceptance of these terms and conditions. The customer is responsible for obtaining a copy of these terms and conditions for their reference. 1.2. Four Oaks Garden Rooms Ltd reserves the right to amend these terms and conditions at any time. 1.3. Where an order is placed at our showroom, at a show that we attend or a home visit or consultation, it is deemed to be an order placed on our trade premises therefore there is no 14-day cooling-off period and cancellation costs will occur in the event of an order being cancelled. These costs may be up to (but no more than) 30% of the order value if the order is cancelled. The cancellation penalties are to cover transport, materials, restocking fee, warehouse fees and administration expenses where applicable. In the event that the deposit paid at the time of cancellation is lower than the aforementioned cancellation fees, the difference will become payable & will be invoiced accordingly. 1.4. No variations of these terms and conditions shall be of any effect unless agreed by the Company in writing. 1.5. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. 1.6. 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.
2. OUR PRODUCTS 2.1 The company website and any elevation drawings serve as a guide only and do not form part of any contract. 2.2. The company makes every effort to be as accurate as possible however exact measurements indicated on our website and on any order documentation are subject to reasonable levels of tolerance. 2.3. 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. 2.4. The manufacturer may make aesthetic improvements to the goods and materials from time to time. These changes will not affect your use of the product and do not constitute a breach of agreement between us.
3. PRICING 3.1. All prices stated on the company's website and literature include VAT at the current rate. 3.2. Four Oaks Garden Rooms Ltd adhere to a clear and transparent pricing policy; no discounts other than those advertised on our website and/or in our Showroom at the time of order will be applied. 3.3. Once

the customer places an order and the deposit is received, a sales confirmation will be issued and the price stated will remain fixed, unless the order is put on hold for longer than 90 days. 3.4. If you wish to make any change(s) to the garden building you have ordered please contact us at info@fouroaksgardenrooms.co.uk we will then let you know if the changes are possible. If it is possible we will let you know the changes to the price of your products, the timing of supply or anything else which would be necessary as a result of your requested change(s) and ask you to confirm whether you wish to proceed with the change(s).

4. PAYMENTS 4.1. A deposit of 5% is required upon placing the order. 4.2. The second stage payment must be made 14 days prior to the agreed installation date of your new garden building, otherwise the installation date agreed may be lost. For the avoidance of doubt, under no circumstances can payment be made on delivery. Title of goods will remain with Four Oaks Garden Rooms until all stage payments have been received, no retention of any part of stage payment 1 or 2 will be permitted. 4.3. Final payment of the outstanding balance is due on the final day of installation. 4.4. If any additional minor works (i.e, painting or electrical) or any remedial action is required after the main installation, a proportionate retention (reflecting the cost of outstanding work) is agreed between Four Oaks Garden Rooms Ltd and the customer until the outstanding works are completed. 4.5. Final payment should be made by bank transfer (only to the bank details shown on the sales agreement/order confirmation). 4.6. Referral Rebate – We value your custom a great deal and will gladly offer a referral rebate of £200 for any garden building should you refer a friend or family member to us that we are not already in contact with. The referral rebate will become payable once the delivery and installation is complete and is unlimited to how many times it can be used.
5. CANCELLATIONS 5.1. As all Four Oaks Garden Rooms Ltd 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 30 calendar days before the scheduled installation date. For the avoidance of doubt, the scheduled installation date is the date indicated on the most recent order confirmation sent to the customer. 5.3. If the customer wishes to cancel an order within 30 calendar days of the scheduled base installation date the following charges will be incurred; 5.4. The deposit payment constitutes 5% of the total cost and is non-refundable. In the event that the sale of the Garden Room does not proceed, 50% of the deposit will be reimbursed to the customer, accounting for costs associated with material procurement. However, should the order be cancelled within 30 days of the scheduled installation date, the customer will be responsible for the full payment of 100% of the total cost unless

an alternative agreement has been confirmed between the customer and Four Oaks Garden Rooms Ltd. 5.5. If the customer cancels an order once the base/ground screws have been laid/installed the customer will forfeit the total sales price in full 5.6. The company reserves the right to cancel an order at any time, for any reason. In the event of Four Oaks Garden Rooms Ltd cancelling an order, a full refund will be given to the customer. 5.7. If the agreed installation date is cancelled less than 48hrs before installation you will be liable to a cancellation penalty. Cancellation penalties are to cover transport fees, warehouse fees, labour charges and administrative expenses where applicable.

6. **ORDERS ON HOLD** 6.1. If a customer is not ready to proceed with an installation date they may place their order 'on hold' in which case the holding deposit will remain on account with Four Oaks Garden Rooms Ltd. Prices will remain fixed for a period of 90 days from the date the order is put on hold, after which any recent price updates will be applied to the order. 6.2. Orders may remain on hold for a period of 12 months before they are automatically cancelled. The customer will be contacted at this time so that they may provide details for the refund of the holding deposit.
7. **PLANNING PERMISSION** 7.1. Planning consent is not normally required however, it is the customer's responsibility to ensure that planning consent is not required for the installation of the outbuilding. We recommend you seek clarification from your local planning authority. Four Oaks Garden Rooms Ltd. will not be held liable for any breach of Permitted Development/Planning regulations applicable to your property. 7.2. If the site is in a Conservation Area we recommend that the customer contacts their local authority to confirm whether or not any Article 4 Directions (restrictions on your Permitted Development rights) have been applied to the property. 7.3. The customer is responsible for ensuring that their building and its location complies with their Planning Approval conditions. Four Oaks 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.
8. **SCHEDULED DATES** 8.1. The company will always try to honour the estimated delivery/installation date, Most 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. 8.2. 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. 8.3. 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. 8.4. If the customer postpones/delays the installation of the base or building for any reason within 14 calendar days of the installation the following penalties will be immediately incurred; 8.4.i. Within 14-6 days of the scheduled base installation date: 15% of the total sales price; 8.4.ii. Within 5 days of the scheduled base installation date: 30% of the total sales price; 8.4.iii. Any time after the base has been laid: 35% of the total sales price.

9. WORK ON SITE 9.1. The customer is responsible for preparing the site as per the written notes on their order and any discussion that takes place during the Site Surveyor at the time of sale. 9.2. 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. 9.3. In accordance with the site preparation information all sites/bases must be level with correct drainage in place, a clearance of no less than 600mm is required in addition to the external dimensions of the building to allow for construction. 9.4. Failure to complete the necessary preparations may result in a delay or cancellation of the installation schedule unless alteration works have been specified in the order. Additional labour and required transport will be charged to the customer if the required work has not carried out the necessary preparations as per clauses 9.1, 9.2 and 9.3. 9.5. The company will not deliver or install products through domestic buildings, over fences or other obstacles without prior consultation / written agreement. 9.6. Due to the size, weight and nature of the goods, some surface damage may occur to the components of your garden building. We will endeavour to avoid such damage, however, should damage occur it will be repaired as necessary. 9.7. Whilst every care is taken to avoid any damage to the Customer's property, Four Oaks Garden Rooms Ltd 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. 9.8. We strongly recommend that garden landscaping is completed after the building has been installed to avoid any incidental damage. 9.9. 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 any damage to such items. No additional items will be fitted/installed unless agreed in writing on the order confirmation before the team visiting site. 9.10. The company reserves the right to withdraw its employees or designated contractors from a 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 restart. 9.11. All installation personnel have been trained and briefed on safe working practices including use of PPE (Personal Protective Equipment) in accordance with current Health and Safety regulations. If a full Risk Assessment and/or Method Statement is required by the customer, 6 weeks' notice must be given and charges may apply based on the level of compliance required. 9.12. Four Oaks Garden Rooms Ltd are covered by liability insurance. 9.13. 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 on commencement of works. 9.14. 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 cancels 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. 9.14. Any materials purchased and used in the construction of the garden room project, or any additional works, are the property of Four Oaks Garden Rooms Ltd. Any offcut material or waste will be the responsibility of removal by the team, but will remain the property of Four Oaks Garden Rooms Ltd.

10. BASES 10.1. The customer must be present on the foundation 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. 10.2. No apertures or fittings for services not supplied by Four Oaks Garden Rooms Ltd will be made unless agreed and confirmed in writing on your order confirmation. 10.3. If an existing base has been used e.g. concrete slab, Four Oaks Garden Rooms Ltd cannot be held liable for subsidence or settlement issues. 10.4. Spoils created by the base team will not be removed from site unless agreed in writing prior to the works commencing. 10.5. 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 building location in accordance with the site preparation notes and order confirmation. Any boundary lines that might be offset to the garden room footprint are not the responsibility of Four Oaks Garden Rooms Ltd.
11. ELECTRICAL WORKS 11.1. A Part P certificate will only be supplied where Four Oaks Garden Rooms Ltd 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 working days to process. Where a full

connection has not been made, readings are available on request. It is the responsibility of the certified electrician completing the full connection to certify the electrical works. 11.2. 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 assumes that the customer's electrics comply with current building regulations. It is the customer's responsibility to ensure that the cable is fit for the purpose. Any quotes given at the point of sale are estimates only and do not act as confirmation of the cable being suitable. Four Oaks Garden Rooms Ltd cannot be held liable should the cable prove to be unsuitable or inadequate. 11.3. Four Oaks Garden Rooms Ltd reserves the right to refuse to complete electrical work or to apply additional charges where a connection is not possible with the current power source/consumer unit. The customer will be informed and quoted prior to any necessary additional works being carried out. 11.4 Where Four Oaks Garden Rooms Ltd are to complete a connection of an existing cable or of a cable to be 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 5 metres of cable reaching the work area. Unless otherwise stated on the customer's order confirmation, Four Oaks Garden Rooms Ltd will not complete any of the works to run the cable, this includes clipping the cable to any boundary/wall/fence unless pre-agreed and included in the order confirmation. Should the customer request that such work is completed additional charges may apply. 11.5. The company reserves the right to make any changes to electrical product specification 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. 11.6. Armoured electrical and Ethernet cables are always run on the outside of the garden building, no armoured cable will be run in the wall cavity. 11.7. No additional electrical work will be carried out by the company or designated sub-contractors unless agreed in writing on the order confirmation prior to the site survey. 11.8. Four Oaks Garden Rooms Ltd makes no guarantee as to the suitability of any WiFi adapter. The liability of the Company for any Internet, Communications device or service will be limited to the value of that specific item only, as outlined on the order confirmation.

12. YOUR WARRANTY 12.1. Four Oaks Garden Rooms Ltd buildings are covered by a comprehensive non-transferable warranty, which is activated once the final balance is paid in full. The terms of your guarantee are as follows:

- 10-year structural guarantee on bespoke garden rooms
- 10-year structural guarantee on manufactured garden rooms

Which covers design and manufacturing faults to the structure of the building.

1 year: External fascia's, decking, Internal linings and trim, floor covering, internal accessories, blinds, electrical installations and appliances, including underfloor heating and air conditioning units electrical and network connections

12.2. Buildings constructed by Four Oaks Garden Rooms Ltd under 'Permitted Development' should not be used for habitable accommodation. If used for habitable accommodation/dwelling the guarantee is invalid. Guarantee excludes normal 'wear and tear' and decorated surfaces. 12.3. 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 Head office for advice. 12.4. Warping of timber fascia boards is not covered under guarantee; timber is a natural product and warping may occur. 12.5. Superficial cracking of timber cladding and/or fascia boards is not covered under guarantee. 12.6. 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 your guarantee. 12.7. Guarantee claims should be made to the head office 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. Four Oaks Garden Rooms Ltd will not reimburse payments made to third party repair contractors without prior written consent. 12.8. 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. 12.9. No guarantee will be made for materials, appliances or services supplied by the customer to be installed by Four Oaks Garden Rooms Ltd. Such items are installed on a goodwill basis only. 12.10. 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. 12.11. 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 installation. 12.12. Any structural alteration made to the building by the customer or a third party employed by the customer will invalidate your guarantee and as such, any related remedial works will be chargeable as per clause 12.8.

13. PLASTERED BUILDINGS 13.1. Four Oaks Garden Rooms Ltd follow NHBC guidelines relating to plaster finishes: "some cracking (up to 2mm wide) is likely due to shrinkage and differential movement of materials". Settlement cracks should be filled and sanded by the customer and are not covered under guarantee. Plaster cracking over 2mm wide is covered under your guarantee for a 1-year period. 13.2. 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 lack of ventilation during the drying process.

14. VENTILATION 14.1. 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. 14.2. 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 use and during use to avoid condensation on equipment.

15. GROUND, GUTTER AND ROOF MAINTENANCE 15.1. Four Oaks Garden Rooms Ltd products require little 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. 15.2. We suggest that you treat any timber cladding every year (if applicable) with a treatment of your choice, if you require any information on suitable treatments please call our head office for advice. 15.3. Gutters and roofs should be inspected and cleared of all debris a minimum of twice a year. 15.4. As with any external building, failure to clear gutters and keep air gaps maintained may result in damage to the fabric of the building which will invalidate your guarantee. 15.5. If remedial work is carried out and the defect is found to be a result of the customer failing to maintain a clear area around the building the work will be chargeable to the customer (as per clause 12.9). The Roof system will be an EPDM one sheet rubber ply. If any excessive heat (fireworks, fire embers) make contact with this roof system then the repair cost will not be the responsibility of Four Oaks garden Rooms Ltd.

16. LIABILITY

16.1. Nothing contained in 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.