



W O B U R N
G A R D E N S T U D I O S



IMPORTANT INFORMATION FOR YOUR BUILDING

Thank you for ordering a Garden Building with Merit Garden Products Ltd

Please check your order carefully and let us know if any of the information is incorrect. Please make sure that the width and depth of the building you require are stated correctly on the order and that if you have ordered anything Non standad or extra that this is stated on the order and that a drawing is provided.

When we process your order we will be making the building to the information written on the order.

If you cancel your order this must be given in writing and a minimum charge of 10% of the sale value of the building will be retained.

PLANNING PERMISSION & BUILDING REGULATIONS

You may need to seek planning permission for your building, we do suggest that if you are in doubt to check with your local planning authority.

Examples of where you may need to seek planning permission are:-

- Outbuilding is forward of the principal elevation fronting a highway
- The maximum eaves height exceeds 2.5 metres and maximum overall height exceeds four metres with a dual pitched roof or three metres for any other roof.
- The maximum height is greater than 2.5m within two metres of a boundary.
- No more than half the area of land around the "original house" would be covered by additions or other buildings.
- The building is to be erected in the grounds of a listed building, a conservation area or green belt land.

This information is a guide and not a definitive list of all situations where planning permission may need to be obtained. If you have access to the internet then you may find the website www.planningportal.gov.co.uk useful. Merit Garden Products Ltd cannot accept liability in any cases where a building has been erected without the necessary planning permission or where the necessary building regulations rules have not been followed.

BASE PREPARATION

It is essential that your building is erected onto an adequate base. It must be square, level, firm and at least the same size as the building, with enough clearance around for the roof and for us to assemble it. If you are using an existng base it is your responsibility to check that the base is adequate and large enough for the building and that is is flat and solid with no run offs. Whichever base method you choose it is essential that you allow approximately 9" extra clearance all the way around your base area to allow for the roof overhang of your building. By preparing an adequate base, you will eliminate the risk of problems with doors and windows sticking due to poor foundations. Our sales staff can provide you with a base diagram if required.

CUSTOMER ATTENDANCE

We do realise that customers are sometimes unable to be present when we deliver their garden building. Our fitters are happy to install the building without anybody at home. If you will not be at home it would be helpful if you sent us by post or email or phoned any special instructions prior to the day of delivery or if a particular orientation is required, a note on the base would be appreciated. Can you also ensure there is a reliable contact, in case there are any problems on the day.

PLEASE CHECK THE FOLLOWING POINTS BEFORE CONFIRMING DELIVERY OF YOUR GARDEN BUILDING

ACCESS	Is the access to the base, clear of any obstacles, such as ground works, steps, garden furniture, hanging baskets etc?	Yes or No
HEIGHT RESTRICTIONS	Is the access free of any height restrictions? Each building is made in panels of different sizes and the largest panels we make are 8ft x 8ft. Please ring us for advice if you know there are height restrictions into your garden.	Yes or No
WIDTH	Is the journey between the unloading point and the base free of any sharp or narrow bends ? This is so our fitters can easily manoeuvre the panels into your garden.	Yes or No
DISTANCE	Is the distance from the lorry and the base no more than 75 yards and not excessively steep?	Yes or No
FOLIAGE	Is all foliage, up to a height of 7ft, removed from around the base?	Yes or No
CLEARANCE AROUND THE BASE	Is there 9" clear working area around the base ? (18" for a Combi Greenhouse)	Yes or No
BASE	Is the base at least the same size as the building?	Yes or No
	Is the base level and flat and sound?	Yes or No
	Is the base clear of any debris, snow, ice, leaves etc?	Yes or No
ELECTRICITY	Applicable for Workshops, Woburn Garden Studios, Wessex, Suffolk Barns & Garages: Is there easy access to electricity?	Yes or No

If you cannot say YES to any of these points you must contact 01449 711145 to discuss these further.

Please note our fitters cannot take garden building panels over other buildings, or fences for Health & Safety Reasons. They also do not have time to make remedial base work or other site work. **IF WE CANNOT PUT THE SHED UP BECAUSE OF ANY OF THESE PROBLEMS THEN WE HAVE NO OPTION BUT TO LEAVE THE BUILDING ON SITE FOR YOU TO SELF-INSTALL.**

If you want us to come back to put the shed up (e.g. after you have made the base right) the following charges will apply & will need to be paid prior to a revisit:

£100 for a Shed

£200 for a Workshop, Garage, Suffolk Barn, Compact Barn, Large Bespoke Building, Summerhouses, Wessex Log Cabins and Woburn Garden Studios.

If you are in any doubt please contact us on 01449 711145 or email us at info@meritgardenproducts.co.uk

DELIVERY

When will I find out my delivery date?	Approx. 10 days to a week before, we will email you or write to you with the delivery date and ask you to confirm this with us. Please note we do not deliver at weekends.
Can I change this date?	We plan our delivery routes based on postcodes, so it is very helpful if you can try and keep the date you have been given. You do not have to be present on the day, as long as we can access your garden, it is clear where the building is going, & you provide a contact number for us to get hold of you. If the date is not convenient, then we will replan it, however, this may delay your delivery for some weeks. If you have specific requirements on delivery, please ensure these are agreed and written on your order form at the time of ordering and we will try our best to honour this.
Will this date change after I have confirmed?	We will not normally change this date, but if, due to unforeseen circumstances e.g. weather etc, we have to delay your building, we will keep you informed and then replan it at the earliest opportunity.
What time will you deliver?	We plan the routes, up to and including the date of delivery, and so our fitters will ring you in the morning, with an anticipated time and will keep you informed if this is likely to change during the day.
How will you find my address?	Our drivers use Satellite Navigation so please inform us by email, or in writing, if your address is difficult to find, and provide maps if necessary.
Delivery only	It is important that an area is prepared for the building to be stacked neatly. Our drivers do not carry any sheeting with which to cover the materials once they have been delivered. For all cabins please ensure that they are covered immediately if you are not installing straight away. Please check all parts prior to installation and contact us if any parts are damaged or missing and we will replace as necessary. We may require photographs of damaged goods. We cannot take responsibility for any other costs incurred as a result of this.

INSTALLATION

Unless previously agreed, and on your order form, we install our sheds and garden buildings using the following methods.

- Panels are nailed together using ring- shanked nails
- We use a standard roofing felt that is stapled to the building.
- We do not seal the windows with silicone & we recommend that you do this as soon as possible to prevent water ingress.
- We recommend that you further treat your building soon after delivery/ installation.

When our fitters have installed your building, please check & sign the delivery sheet.

We do offer a six month warranty on our workmanship, please see our terms & conditions for further details, but this will, obviously exclude any damage due to accidents or severe weather.

PAYMENT TERMS

Please note that full payment is due **BEFORE** delivery and we will inform you of the balance to be paid when we inform you of the delivery date.

You can pay the balance at any of our sales sites, in person or on the phone, with cash or most major debit/credit cards or Building Society Cheque (Cashiers Cheque) or Bankers Drafts . You can pay directly into our bank account (the details will be on your invoice). We do not take personal or business cheques and our drivers cannot take any balances when they deliver, for reasons of personal safety.

Terms & Conditions of Sale

1. These terms and conditions apply to all goods and services supplied by Merit Garden Products Limited (the supplier)
2. These conditions do not remove, modify or limit either the customer's rights or the supplier's statutory rights relating to defective goods or services.
3. The customer shall ensure that their requirements are correctly set out on the order form and confirm this in writing or by email.
4. The customer is required to examine all goods on collection or delivery by the supplier and in the event of shortages, damaged or defective goods, notify us in writing within seven days. Where defects are not immediately apparent or could not reasonably be seen at the time of collection or delivery, customers should immediately inform us in writing upon discovery. No goods in respect of which notification may have been made shall be used until we have been given a reasonable opportunity for inspection.
5. For timber products, the supplier reserves the right to make, without notice, such minor modifications in specification, design, material or finish as is deemed necessary or desirable.
6. All buildings come with a 6-month workmanship warranty. Whilst care is taken in selecting materials, timber is a natural product and is liable to shrinkage, cracking and warping; therefore an unqualified guarantee cannot be given for timber products. Damage to the building due to severe or exceptional weather conditions are not covered by this warranty.
7. In accordance with standard timber trade practice, sizes and dimensions quoted as nominal. This takes account of the slight variations in planed and sawn timber and thickness of cladding that may occur.
8. All our garden buildings are made bespoke for each customer.
9. If any building order is cancelled a minimum charge of 10% of the sale value of the building will be retained.

ERECTION OF SHEDS AND OTHER BUILDINGS

10. Unless otherwise stated in writing, the preparation of the base is the responsibility of the customer. The bases must be cleared, level and firm before delivery and the site must be free from overhanging branches and clear of other protrusions and obstructions.
11. **SHEDS** At least 225mm MUST be allowed on each side of the building to allow it to be erected. **LOG CABINS** at least 300mm MUST be allowed on each side of the building to allow it to be erected.
12. The customer shall provide **safe, clear access** to the site & in accordance with our written guidance.
13. If these conditions are not met and the supplier is unable to erect the shed at the time of delivery, a re-visit charge will be made.
14. Merit Garden Products Ltd cannot accept liability in any cases where a garden building has been erected without the necessary planning permission or where building regulation rules have not been followed.

DELIVERY DATES, PAYMENTS & DELAYS OF ORDERS

15. The supplier will notify the customer of the day/date of delivery and will take reasonable steps to ensure that the delivery date is met. To assist the customer, estimates of the delivery time may be given verbally. **However, no specific time for delivery will be given and the supplier will not be liable for any losses or damages resulting from delaying delivery.** Any delay, which occurs due to events outside the supplier's control, shall not entitle the customer to cancel any order(s) nor to refuse to accept the delivery.
16. Payment is required before delivery. Title to the goods shall not pass to the customer until full payment is made.
17. Merit Garden Products Ltd will take reasonable steps within their normal operating hours, to offer alternative delivery dates if necessary to suit the requirements of the customer. If the delivery date is delayed by the customer by more than 1 month, the goods will be at current normal retail prices unless agreed by the supplier at the time of delay. Merit Garden Products Ltd also have the right to charge reasonable storage costs as a result of unreasonable delays.
18. The order is a legally binding contract. If an order is subsequently amended by the customer this will be at the discretion of Merit Garden Products Ltd to accept this change.

TREATMENT OF GARDEN BUILDINGS

19. **Untreated buildings** - We recommend that you treat your building soon after delivery and then periodically to maintain the building in good condition.
20. **Dip-treated buildings** - This is a single-dipped base treatment & we recommend that you re-treat your building soon after delivery and then periodically to maintain the building in good condition.
21. **Pressure treated buildings** - Prevents rot and insect infestation, using treatment which conforms to British and European standards. The treatment does not waterproof your shed & we recommend that you treat your building soon after delivery.
22. **Moisture**, caused by damp, wet conditions can get trapped inside sheds, especially if they are not used often. If the outside temperature drops, any moisture inside the shed will cause condensation on the inside of the shed panels, roof, floor and possibly other items stored in the shed.

DISTANCE SELLING REGULATIONS - COOLING-OFF PERIOD

22. This applies where orders are accepted for standard buildings only and exclusively made over the phone or through the internet. You have the statutory right to 7 days cooling off period if you wish to cancel the contract. You must state in writing that you wish to cancel. You will be responsible for returning the goods to the supplier and for any costs involved and you must take reasonable care in returning the goods to us. The goods should be returned to us within 10 working days. We will provide a refund within 30 days of notice of the cancellation. The supplier will consider a failure to return the goods to us in a satisfactory condition as a breach of the customer's statutory duty and costs will be claimed. Please note that where a garden building is erected by the supplier, this will constitute a service which will affect your normal cancellation rights. Your cancellation rights will end as soon as we start carrying out the service.
23. Please note that the regulations do not cover non-standard or bespoke buildings or services, nor do they cover where the customer has visited one of our sales sites and viewed the supplier's buildings or goods.