

Terms and Conditions

1. INTRODUCTION AND INTERPRETATION

1.1 Introduction

The Buyer should read these terms and conditions carefully before using this website.

By accessing or using this website the Buyer agrees to be legally bound by these terms and conditions. The Buyer should note that these terms and conditions may be modified and posted on the website from time to time.

1.2 In these conditions:

"BUYER" means the person who places and order for Goods or whose order for the Goods is accepted by the Seller.

"GOODS" means the goods (including any instalment of the goods or parts for them) which the Seller is to supply in accordance with these Conditions. The Buyer should note that all Goods depicted on this website (as from time to time modified) are available almost anywhere in mainland UK and by special arrangement in the Channel Islands, Republic of Ireland, Northern Ireland, Isle of Wight, Isle of Man, the Scottish Isles and the Highlands of Scotland.

"SELLER" means Garden Buildings Liverpool .

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.

"CONTRACT" means the contract for the purchase and sale of the Goods.

"WRITING" means email or post.

1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SALE

2.1 To order Goods the Buyer must follow the procedures set out in these conditions.

Details of procedures, products, prices, payment and delivery are set out on this website. The Buyer will be given clear instructions as to how to navigate the online order process. The Buyer will be asked to provide accurate personal details.

2.2 These terms combined with the pricing policy, order form and payment method instructions form the total agreement between Seller and Buyer.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that

it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission on this website or in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. All advertised sizes and measurements are an approximation only. The Seller will endeavour to make sure that sizes and measurements are as accurate as possible but no guarantees can be given.

3. ORDERS AND SPECIFICATIONS

3.1 The Buyer is obliged to follow the procedure set out in these terms and conditions when placing an order. By pressing "Proceed" on the order the Buyer consents to the terms and conditions. The Seller is not obliged to accept any order. If the Buyer's order is accepted the Seller will confirm acceptance to the Buyer by online electronic means ("Confirmation") to the email address provided by the Buyer. The Buyer should contact the Seller if he or she does not receive Confirmation of order.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including name, full delivery address, contact details and any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms and also for ensuring that all information provided by the Buyer is accurate.

3.3 The Buyer warrants that the credit or debit card used by him in connection with the transaction belongs to him and that there are sufficient funds or credit facilities to meet the cost of any Goods ordered. The Seller reserves the right to obtain validation and verification of the authenticity of the credit or debit card before supplying the Goods.

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.5 All orders are subject to availability of the Goods. If the Goods are unavailable the Seller will be at liberty to supply to the Buyer a substitute of an equivalent quality and price without notice ("the Substitute Product"). In the event that the Seller is unable to supply the Product or any substitute Product the Seller will notify the Buyer as soon as possible and reimburse any payment made. Any special offers are subject to availability and subject to change. The offer can be withdrawn at anytime.

3.6.1 The Seller will endeavour to provide the best customer service possible. Should anything go wrong the Seller will make every effort

to resolve the issue. However, should the problem be incapable of resolution, the Buyer may prefer to amend or cancel the order. In that case the Buyer should email the Seller.

3.6.2 The Buyer may cancel the order within 7 calendar days from the date of making the order. If the Buyer cancels the order via telephone the order will be put on hold. The Buyer must confirm his or her wish to cancel the order in writing via email or post within 7 calendar days. The order will not be considered cancelled until notification in writing is received.

3.6.3 If the Buyer decides to cancel the order after the Goods have been dispatched and commenced their carriage (whether by carrier or by post), the Seller may charge the Buyer for carriage of the Goods. Buyers are advised to check the status of the order before requesting cancellation. Any charges will be communicated to the Buyer before the Seller confirms cancellation.

3.6.4 The Buyer should note that orders placed on Saturdays, Sundays or on public holidays and orders placed after 1.00pm on normal working days will not be processed until the next working day

3.6.5 The Buyer should note that subject to the provisions of clause 6.2 the Seller will use endeavour to deliver any order placed before 14 December in time for Christmas, but the Seller cannot give any guarantee in this regard. Furthermore orders placed after 14 December will be delivered in the first week in January, but again this is subject to the provisions of clause 6.2

4. PRICE OF THE GOODS

4.1 The prices are listed in £GBP and are subject as stated inclusive of delivery costs and VAT. The Seller reserves the right to change the advertised price of Goods at any time. The price payable by the Buyer shall be the price in force at the time when the order is placed. The Buyer should note that there are certain destinations to which a delivery charge will be payable and there will be occasions when the Seller's carrier makes an additional charge for delivery. Settlement of delivery charges in these instances will be the responsibility of the Buyer and charges must be reimbursed to the Seller in advance of delivery of the Goods.

4.2 The Seller reserves the right to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alternation of duties, significant increase in the costs of labour, materials or the costs of manufacture). As already stated, the price payable by the Buyer shall be the price in force at the time when the order is placed.

4.3 Should a pricing error occur, the Seller will inform the Buyer if the price for the Goods is higher than that stated on the order. The Buyer may then choose either to proceed or to cancel the order.

4.4 The Seller will endeavour to match the price of any like for like goods found online. If the Buyer finds the same product cheaper elsewhere then the Buyer should email the Seller and ask for a price match. This forms our Price Guard service. Discounted quotations can be requested for bulk or multiple orders by any charities or community organisations.

4.5 Delivery to the Channel islands, the Republic of Ireland, Northern Ireland, the Isle of Man, the Isle of Wight, BFPO (British Forces Post Office) addresses, and some areas in mainland Scotland, Wales and

the South West will incur an extra delivery charge. Buyers should note that for the Scottish Isles, delivery will be made to the nearest shipping port. It is the Buyer's responsibility to arrange onward delivery at his or her own cost.

Post codes to which a delivery charge will apply are as shown on the website.

Additionally Buyers should note that any additional delivery charges levied by the Seller's carrier will be passed to the Buyer whatever the destination.

5. TERMS OF PAYMENT

5.1 Payment will be made by credit or debit card and will be taken when the order is placed. This is to protect the Seller from card fraud.

5.2 Payment can be made in a number of ways whether online or over the telephone. The Seller accepts payment by Visa, Mastercard, Switch, Solo, Delta, Visa Electron or Maestro.

6. DELIVERY

6.1 Delivery of Goods shall be made to the Buyer's nominated address, save in cases where delivery is to the Scottish Islands. The Buyer's attention is drawn to clause 4.5 above.

6.2 The seller aims to contact the customer to arrange for delivery of the Goods within the lead time specified in the Confirmation of Order or if no time is specified in the Confirmation within a maximum of 5 working days from the date upon which the Order is placed. However, any dates quoted for contact or delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence. Deliveries do not generally occur on Saturdays, Sundays or public holidays.

6.2.1 Deliveries to the Republic of Ireland, Northern Ireland, some areas in mainland Scotland, will incur an extra delivery charge. These destinations will be subject to a minimum 15 working day lead-time unless otherwise stated.

6.3 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) the, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.4.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and re-delivery; or

6.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the

Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.5 Delivery will be deemed to be completed once the Goods have arrived at the delivery address. Generally the Buyer or his agent will be required to sign for the Goods by way of proof of delivery. In certain circumstances arrangements can be made through email or written confirmation. All Goods must be signed for by an adult aged 18 or over. Where Goods are being delivered to a business or some other institution such as a hospital, ship, airport or hotel, then arrangements must be made for an authorised signatory to deal with the proof of delivery. Special arrangements can be made for the Goods to be left at the Delivery address without a signature (unless a third party supplier requires otherwise). Buyers should note the provisions of clause 7.1.

6.6 SATURDAY AM DELIVERY

In the event of a non delivery before 10am on the Saturday specified, the initial delivery charge plus an additional £10 will be refunded to the customer, unless:

1. The customer is not home on arrival at property in order to sign for the building without prior instruction to the Delivery Scheduling Team.
2. Any access issue to property and/or street that has not been discussed with the Delivery Scheduling Team at the point of booking in the order.
3. Building refused by customer for any damage to styrene / or cosmetic damage to the product.
4. If the Building too large/small for property.
5. If the customer has requested to leave the 'building safe' at the point of booking the order. It is at the delivery driver's discretion to assess if this location is 'secure' enough to leave the product.
6. If there is any obstruction to delivery whereby the driver is required to take the building through a property or over a fence etc.
7. If the customer decides to change their mind at point of delivery.
8. If any incorrect address/customer/telephone number details supplied.
9. Please see 6.10 for details on Christmas delivery

6.7 SATURDAY DELIVERY

In the event of a non delivery on the Saturday specified, the initial delivery charge plus an additional £10 will be refunded to the customer, unless:

1. The customer is not home on arrival at property in order to sign for the building without prior instruction to the Delivery Scheduling Team.
2. Any access issue to property and/or street that has not been discussed with the Delivery Scheduling Team at the point of booking in the order.
3. Building refused by customer for any damage to styrene / or cosmetic damage to the product.
4. If the Building too large/small for property.
5. If the customer has requested to leave the 'building safe' at the point of booking the order. It is at the delivery driver's discretion to assess if this location is 'secure' enough to leave the product.
6. If there is any obstruction to delivery whereby the driver is required to take the building through a property or over a fence etc.

7. If the customer decides to change their mind at point of delivery.
8. If any incorrect address/customer/telephone number details supplied.
9. Please see 6.10 for details on Christmas delivery

6.8 'CHOOSE YOUR OWN DELIVERY DAY' OPTION

In the event of a non delivery on the day specified, the initial delivery charge plus an additional £10 will be refunded to the customer, unless:

1. The customer is not home on arrival at property in order to sign for the building without prior instruction to the Delivery Scheduling Team.
2. Any access issue to property and/or street that has not been discussed with the Delivery Scheduling Team at the point of booking in the order.
3. Building refused by customer for any damage to styrene / or cosmetic damage to the product.
4. If the Building is too large/small for property.
5. If the customer has requested to leave the 'building safe' at the point of booking the order. It is at the delivery driver's discretion to assess if this location is 'secure' enough to leave the product.
6. If there is any obstruction to delivery whereby the driver is required to take the building through a property or over a fence etc.
7. If the customer decides to change their mind at point of delivery.
8. If any incorrect address/customer/telephone number details supplied.
9. If customers do not telephone there order through and simply place there order online.
10. Please see 6.10 for details on Christmas delivery

6.9 NEXT DAY DELIVERY OPTION

We do not offer next day delivery

6.10 LOG CABIN DELIVERY INSTRUCTIONS

We deliver to all of the UK but additional cost would have to be levied for the following areas (Please note extended lead times):

Isle of Man (estimated 15/21 Working days)
Shetland Islands (estimated 15 Working days)
Northern Ireland (estimated 10 Working days)
Republic of Ireland (estimated 15 / 21 Working days)
Postcodes IV24, IV35, IV37, IV38 (estimated 15 / 21 Working days)
Postcodes KW15 - 17 (estimated 15 / 21 Working days)

Please call 0870 120 1000 to order a Log Cabin if your delivery address is as above.

Delivery is usually very easy and straightforward. We state 10 Working days delivery schedule on each product page. We can often deliver to specified dates, but cannot guarantee this. Customers will always be contacted at least 24 hours before delivery and be given the date and approximate time of delivery. If you need more notice than this - please let us know at the point of ordering. Delivery is Free of Charge to UK mainland addresses provided the following points can be met.

1. Delivery is normally made made by a 6 Wheeler Truck with a

"Piggy-Back" forklift on board to unload the cabin, however, certain hauliers used in the delivery of Log Cabins do not have this facility

2. (If in doubt - please contact us on 0151 324 1127 to discuss).
3. There must be sufficient space for this vehicle to operate. (It is YOUR responsibility to ensure that any other house holders nearby remove any - cars / caravans / skips / or any other item that may obstruct the unloading
4. If the Cabin cannot be off-loaded due to a lack of space - a delivery extra charge will apply.

3. Delivery is Kerb Side: Our drivers are very helpful and will always try to leave the cabin as conveniently positioned as possible however because the Forklifts are very heavy - we leave it entirely at the drivers discretion whether or not it is suitable to drive onto your property.

4. Customer (or customer's representative) must be available to receive the cabin and assist with off-loading if so required.

5. It is Important that you should insert at least one, but ideally two telephone numbers in the telephone number box when ordering. Our Transport Dept. will always contact you at least one day prior to delivery. They will give as accurate a delivery schedule as possible. The Cabin will not simply arrive unless you have been contacted first! When the cabins are delivered they are packed in a weather proof wrapping and can stand outside quite satisfactorily for a reasonable time (The exception to this would be if the cabin is delivered on a smaller vehicle and has to be off-loaded manually, and therefore un-packed).

If you feel that delivery on a smaller vehicle would be more appropriate - please don't hesitate to contact us. We can always arrange this and frequently at no additional cost. However, as the smaller vehicles are not able to carry a forklift - the driver would require assistance with unloading the cabin.

If you are concerned about delivery or any other aspect of the Cabin, in anyway whatsoever please contact us on:

0151 324 1127

6.11 CHRISTMAS DELIVERY

1. The final order date for delivery date before Christmas is the 15th December on buildings with a lead-time of '5 days'. Any products with a lead-time longer than '5 days' will be delivered in the New Year. Any orders placed after the 15th December will apply the quoted lead-time from the 5th of January.

2. This also applies to the 'Saturday Extra Cost Delivery' options.

3. The last date an order can be placed for 'Choose Your Delivery Date' will be 5 days before the closure of business for the festive period.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered otherwise than at the Seller's

premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds or sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. WARRANTIES AND LIABILITY

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 6 months from delivery, whichever is the first to expire.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in the event that the Seller in its absolute discretion makes any change to the specification of the Goods which are required to comply with any applicable safety or statutory requirement or otherwise or which do not materially affect the quality and fitness for purpose of the Goods;

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the

Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and/or the Unfair Terms in Consumer Contracts Regulations 1999), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction the statutory rights of the Buyer are not affected by these Conditions.

8.5 If the Goods delivered are not the Goods ordered by the Buyer (including any substitute product) the Buyer shall be entitled to reject the Goods. Subject to this, any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery (save in the case of shortages or other defects discoverable on inspection which must be notified to immediately on delivery in accordance with clause 11.3 and be noted on the consignment note) or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. Furthermore the Buyer will lose the right to reject the Goods if the Buyer takes any step whatsoever to accept the Goods (such as in the case of a shed installing electrical fittings or in all cases doing any act consistent with the Buyer having acknowledged the fact that it accepts the Goods and has no intention of returning the Goods to the Seller)

8.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.7 Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

8.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

8.8.1 Act of God, explosion, flood, tempest, fire or accident;

8.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.8.3 acts, restrictions, regulations, bye-laws, prohibitions or

measures of any kind on the part of any governmental, parliamentary or local authority;

8.8.4 import or export regulations or embargoes;

8.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

8.8.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.8.7 power failure or breakdown in machinery.

9. ELECTRICAL AND GARDEN BUILDING INSTALLATION

Garden Buildings Liverpool has no objection to any third party companies not contracted by our selves, working on e.g. installation of your building or, any electrical package you request from these third parties as sub contractors. (In the case of any electrical installation, this work should be carried out only by a competent qualified electrician)

However, Garden Buildings cannot accept any responsibility for damage to yourself, or any property arising from the use of any third party or their consequent workmanship, howsoever caused.

It is advisable that you check the indemnity carried or offered by all third parties.

This statement does not affect your statutory rights.

10. RETURNS

10.1 The Buyer may return any delivered Goods within 7 days of delivery for any reason whatsoever including simply a change of mind. The Buyer must notify the Seller in writing via email to shedking@btconnect.com or post within 7 calendar days of delivery. If the Buyer returns any Goods for any reason except in the circumstances envisaged in clause 8.6 then the Buyer is obliged to pay the cost of returning the Goods to the Seller. All returned Goods must be completely disassembled and correctly placed in all original packaging. The Seller will require photographic evidence of the satisfactory condition of the item being returned. This requirement will be exercised at the Seller's discretion. Evidence will either be provided via accepted printed media or by the submission of electronic files shedking@btconnect.com

10.2 The Seller will not accept returns or cancellations if the Goods have been altered by applying chemicals or paints to the surfaces or by altering or customising the Goods in any way or doing anything that could be deemed to be an act of the Buyer accepting the Goods as his or her own. The Buyer must keep any Goods he or she intends to return to the Seller in good condition. The Goods must be returned in the same condition as the condition in which they were delivered. If Goods are delivered flat packed they must be returned in the same condition including complete disassembly. Care must be taken to ensure that Goods returned are packed well to avoid damage or loss in transit. Goods returned which cannot be sold as new due to damage or wear and tear may be subject to a reduction in the refunds given.

11. REFUNDS

11.1 The Seller will process refunds within 30 days. If a refund has been requested once the product has left for delivery or has already been delivered, the 30 days commence from the time that the product has been returned to Garden Buildings premises. Where exchange rates of currency are involved, the refund will be made in £GBP at the current exchange rate. The Seller does not accept any responsibility for any loss or gain caused by changes in the exchange rate between the time of ordering and the time of issuing the refund.

12. GENERAL

12.1 The Seller may assign this contract at any time. Furthermore the Seller may subcontract responsibility for fulfilling any of its obligations under this contract at any time.

12.2 The Seller may alter these terms and conditions from time and time and post a new version on the website following which all use of the website will be governed by the new version. It is the Buyer's responsibility to check the terms and conditions on the website on a regular basis.

12.3 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its address. When contacting the Seller by email the Buyer should use the email address shedking@btconnect.com or alternatively write to Garden Buildings 43 Jamaica Street, Liverpool, L1 0AH.

12.4 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.6 The Contract shall be governed by the laws of England.

12.7 These terms and conditions do not confer any rights on any person or party (other than the Seller and Buyer) pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.8 The Seller reserves the right to make changes or corrections, alter or suspend or discontinue any aspect of the website or the content or services available including the Buyer's access. Unless explicitly stated to the contrary, any new feature including new content shall be subject to these terms and conditions.

12.9 The website is available only to individuals who can form a legally binding contract. Individuals must be over 18 years to purchase products using the payment methods displayed. A Buyer who does not qualify should not use the website.

We recommend that you print out a copy of these terms and conditions for your future reference.

Please also inspect the Goods on delivery and notify us of any shortages or defects which are apparent at that point. Please also note damages or shortages on the consignment note and call our Customer Service Team on 0151 324 1127

If you have any questions regarding the This website please contact

our customer services section for more information and full contact details.

13. CHANGES TO THE SITE

13.1 We reserve the right to make changes to this site, the disclaimers and these terms and conditions at any time.

14. GENERAL (Section II)

14.1 The Seller reserves the right to change all terms and conditions at any time. Changes will take effect when posted on the website. It is the Buyer's responsibility to read the terms and conditions on each occasion and continued use of the website is deemed to signify the Buyer's acceptance of the latest terms and conditions.

14.2 All information provided by the Buyer must be accurate and complete. Certain services will require you to register an approved log-in name and password and subsequent access to the services will be subject to the log-in name and password. Acceptance of password details is entirely a matter for the Seller's discretion and the details may be withdrawn at any time. The Buyer must treat the password details as being exclusive to him or her, must not transfer the password details and must at all times treat the password details as strictly private and confidential.

14.3 Please ensure that you print out a copy of the terms and conditions, the order and acceptance for your future reference.

14.4 The Seller relinquishes all responsibility for any product that is delivered as a port, to be forwarded on by a third party delivery company. This includes damages and spares.

15. INTELLECTUAL PROPERTY

15.1 All copyright, trade marks and other intellectual property rights in the material and content on this website belong to the Seller. Save as set out in clause 2.1 the Buyer must not use any of the material or the content for any purpose whatsoever.

15.2 The material and content contained within this website is made available to the Buyer for his or her personal non-commercial use only. Any other use of the material and content is forbidden and the Buyer must not copy, reproduce, transmit, publish, display, distribute, commercially exploit or create any works of such material and content or suffer or allow the copying, reproduction, transmission, publishing, display, distribution, exploitation or creation of derivative works of the material and content.

16. THE SELLER'S UNDERTAKINGS REGARDING THE CONTENT AND MATERIAL ON THIS WEBSITE

16.1 The Seller will use reasonable endeavours to ensure that the material and content of this website is at all times accurate and up to date. The Seller is unable to make any representation or give any warranty regarding the content or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site

or the server that makes it available are free of viruses or bugs or represent the full functionality, accuracy and reliability of the website. The Seller, save in circumstances where the provisions of the Unfair Contract Terms Act 1977 would impose liability will not be responsible or liable to the Buyer for any loss of content or material uploaded or transmitted through the website and the Seller accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained within this website.

16.2 The Seller will take all reasonable precautions to keep the details of the Buyer secure. In the absence of negligence on the part of the Seller the Seller will not be held responsible for any losses caused as a result of unauthorised access to information provided by the Buyer.

17. LINKS

17.1 The Seller may provide links to other websites or resources for the Buyer to access at the Buyer's sole discretion. The Buyer acknowledges that the Seller will not be responsible for the availability of such external sites or resources, that the Seller does not review or endorse and is not responsible directly or indirectly for:

- The privacy practices of such websites.
- The contents of such websites including advertising, content, products, goods or other materials or services on or available from such websites or resources, or
- The use to which others make of such websites or resources.
- Nor for any damage, loss or offence caused or alleged to be caused by or in connection with the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

18. PRICE MATCH GUARANTEE

18.1 The Garden Buildings Price Match Guarantee is our way of ensuring every customer gets the best deal available at the best price.

It's simple. We're so confident that we're offering you fantastic deals; we'll match the price if you find the same product cheaper on any other UK website.

To request a Price Match, just email

shedking@btconnect.com including: the name of the item you wish to Price Match against, the website where the product is cheaper, a full structural description including eaves height internal and external, frame work , cladding, gauge of hinges and hardware, telephone number, website address, and email if available.

We will review the details and reply to you via email within one Week day.

Terms and Conditions

You are eligible for a Price Match Guarantee if your request meets the following conditions:

- The guarantee applies only to internet retailers that have the identical product and/or good in stock or service immediately available and the product, good and/or service is priced

accurately.

- Prices are compared on product price where comparisons include the product plus handling and delivery charges when calculating the competitor's total price.
- The Walton Garden Buildings Price Match Guarantee is limited up to 48 hours of acceptance of your Price Match request of the relevant product.
- The guarantee applies to any Walton Garden Buildings product displaying the Price Match Guarantee logo.

19. PLANNING PERMISSION

(This is in no way binding and is dependent on Local Authorities, but may be used as a guide)

Applications for approval normally involves a fee, normally related in some way to the value of the development.

Where the development is more than just a simple extension, it is worth considering employing an architect to draw up the plans, submit them to the Local Authority, obtain the approval and then to oversee the work. A professional architect will have professional insurance in case anything should go wrong and should know the Local Officials and their particular foibles.

Every application for Planning Permission or Building Regulations is, to an extent, unique. While the following are general rules, it is impossible to define all the regulations applying to a specific development - Local Authorities have some thick books of rules rather than just these few pages. It is always good advice to consult your local planning/building control officers early to avoid any costly abortive work. If work is carried out without the necessary approvals, the local authority can issue an enforcement notice requiring (at best) retrospective approval or (at worst) demolition of the work completed.

Although the functions of Planning Officials and Building Inspector are separate, the two will often be found in the same building; they are normally very helpful and offer authoritative guidance.

Normally Planning Permission or Building Regulation approval is not required provided that:

- Sheds and greenhouses do not cover more than half of the area of the garden; not including the area occupied by the house.
- It contains no sleeping accommodation and the floor area does not exceed 15 square metres.
- No point is less than one metre from a boundary.
- It is not more than 3m high for a flat roof, or 4m with a ridged roof.
- Overall height from ground level to ridge must not exceed more than 2.5 metres within a 2 metre range of any boundary. A building with overall height exceeding 2.5 mtrs in height and placed within 2 mtrs of any boundary will require planning permission.
- Height of the eaves must not exceed 2.5 mtrs
- No part projects beyond any wall of the house that faces a road.
- The outbuilding is for use only by those who occupy the house.
- A Log Cabin should be more than 5 metres from the main dwelling and up to 50% of the remaining garden can be utilised with this type of building.
- No verandas higher than 30cms from ground level.
- Building Regulations do state that structures built of combustible material (i.e. a wooden shed) must be at least 2 metres from the main house.

If at all in doubt contact your local authority for clarification. No charge will be made if no planning permission is required.