

## **RoomsOut Terms & Conditions**

### **About Us**

RoomsOut is a trading name of Sheffield Insulation Contractors Limited and is dedicated to providing your total satisfaction. Please contact us if you have any suggestions or comments regarding our products or services.

### **Making a Purchase**

You can easily and safely place an order and purchase goods through our online service. When you order online we guarantee to call you on the phone number used on the order form. Our project manager will discuss your requirements and agree a delivery date.

Alternatively, you can telephone us on 0114 323 0052 to order. Upon receipt of your online order, confirmation details will be emailed to you.

We accept VISA, MasterCard, Debit Cards. We can also take payment via bank transfer. We are only able to deliver to the cardholder's address. If delivery is required to a different location please pay by Bank Transfer. Full payment must be made before any items will be delivered.

### **Before You Purchase**

Please ensure that you have read and fully understood these Terms and Conditions and that you are satisfied with the description of our products and the project that any competent DIY person can undertake that will save them many pounds and give them immense satisfaction.

### **Installation Terms and Conditions**

Please note that we have invested a lot of time and knowledge into training our installation teams to ensure smooth installation of our Garden Rooms.

The full balance of the product and installation price shall be paid in advance of the work commencing on site. Due to the nature of "Building Works" we (the Company) are unable to guarantee any specific start or completion dates. Various delays can be caused by such things as road congestion, the impact of the weather or even strikes by third party facilitators, transport or shipping. Time shall not be of the essence in this contract and the company cannot accept any responsibility for consequential damage of any type.

The customer is responsible for ensuring that the Garden Room is compliant with all relevant planning and building requirements applicable in their location.

You must advise us if there are access difficulties, we generally deliver with a 7.5 Ton HGV flatbed truck. Depending upon the size and wall thickness a Garden Room will weigh between 1.0 and 4.0 tonnes. We will generally off load at kerbside, and will need access to a clear working area for our installation staff adjacent to the installation location. The maximum distance from the offload point to the installation site shall be no greater than 100metres. If you wish us to unload the Garden Room on your premises, we will need an access route / road capable of safely and easily taking a vehicle 8 metres long and 2.6 metres wide. Please also ensure that there are no obstructions (e.g. sharp corners, gates and trees). Damage to lawns, flower beds, driveways adjacent to a narrow or difficult access route will be the responsibility of the customer. All reasonable care will be exercised in carrying out the delivery and installation, but we cannot carry out a survey of your site prior to installation, and it is your responsibility to risk assess and protect the site and access route. We strongly suggest you are insured for any potential damage that may be caused as a result of unreasonable difficulties experienced by our staff or vehicles whilst on your premises (the owner/occupier of the site is ultimately responsible for the Health and Safety of any contractors working on the premises).

We place great emphasis on Health and Safety and will carry out a Generic Risk Assessment upon arrival on the day of installation. We are unable to work where there is restricted access, obstructing cables and overhanging trees and bushes, or if the site is not reasonably clear of debris etc. We will require a minimum 1 metre of unobstructed space on the sides and front of the finished building and at least 600mm at the rear, up to the height of the roof ridge.

Prior to our commencing work on site, the base must be fully complete (see our Base preparation Guidelines). We shall confirm on site that the base is of the correct size and level before starting work. We cannot check if the base is capable of taking the weight of the Garden Room without subsidence, and so any subsidence, and subsequent problems with the Garden Room, is entirely the responsibility of the Customer. Reasonable access and use of water, electricity and toilet facilities is to be provided for our staff whilst on site. Storage of materials and equipment may be required during the installation process (insured by the Company).

It is essential that any base should be totally level and square. Should a customer prepare their own base and it is not totally level/square we cannot be held responsible for timber movement.

If we are delayed or have to leave site for any reason not directly caused by us (including reasons such as re-delivery or delays due to inadequate access, insufficient/restricted storage or working space, health and safety concerns, cabin base problems etc) all reasonable costs incurred will be charged to and accepted by the Customer (including time, subsistence, distance and vehicle costs), and payment will be required before we re-commence work. We assess the weather conditions during the installation process. If, in our reasonable view, conditions do not allow installation to continue, we may leave site and return at a later date to complete the work. In these circumstances any additional time taken will be at our cost.

On completion of the installation the building must be inspected with our Senior Installer and the customer (or customer's representative, acting as the Customer's Agent). At the same time, and before our Installation Team leave the site, the Customer (or agent) will be given a Completion Certificate. Final payment made on completion is taken as acknowledgement of satisfactory completion. Once completed and deemed to have been finished to a satisfactory standard. Nails and screws will be secured so that they do not protrude, rubbish such as spare timbers, screws etc, will be removed from site, the windows, doors etc will open and close and operate normally at the time the installation is completed. A full inspection should be made while the Installation team is on site as modifications would be chargeable if a return visit is required. Timber is a natural product and the building will 'settle'. As a result splits, cracks and movement of timbers will always occur after installation, and also adjustments may become necessary (including adjustments to the doors and windows as they may drop, expand and contract warp etc). Such adjustments and/or repairs are not part of the installation service and should be carried out by the customer. Alternatively, we can carry out such work strictly on a chargeable basis. A guarantee of 12 Months from the installation date is provided. The Guarantee does not cover Garden Rooms that have been modified or changed for a purpose other than leisure. Garden Rooms that are provided that do not fully meet local Council Planning guidelines / laws are not covered under our guarantee. We reserve the right to make reasonable charges for the site visit and service.

### **Delivery of Garden Rooms**

As we operate throughout England and Wales , we cannot give timed deliveries. We deliver to kerbside / drive only or where there is access to unload. Time shall not be of the essence in this contract.

You must advise us if there are access difficulties as we generally deliver with a 7.5 ton HGV flatbed truck. Depending upon size of cabin and the wall thickness the cabins can weigh between 1.0 ton and 4.0+ ton. We need an access route / road capable of taking a vehicle 8 metres long and 2.6metres wide. Damage to lawns, flower beds, driveways adjacent to a narrow or difficult access route will be the responsibility of the customer. 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 delivery unless you have given us prior written notice that this size of vehicle will not be capable of delivering to your site.

All our timber products are batch manufactured, sometimes weeks before delivery. All timbers are checked for the standards we have set before we band the various packs. Between the assembly time and the despatch/delivery time timbers will continue to adjust, sometimes more in evidence in pressure treated sections, to their natural properties. This can be seen in any timber yard supplying Spruce or Pine. Timber products once assembled on site will continue to react to weather conditions due to the fibrous nature of the material. Wood is a natural product and all trees are different with different properties. These properties can include colour differences,

warping, shakes, splits, knots and knot holes and varying surface finishes and are part of the natural properties of this type of material. If you require a smoother finish you may wish to sand some of the timbers, but this is an individual choice. Shakes/Splits and similar are allowed for in the integrity of the timber and cannot be guaranteed against. Minor adjustments may have to be undertaken due to the nature of timber. Any machine work on sections will have been carried out whilst the timber sections are Kiln Dried to approximately 18% moisture content. Where holes have been predrilled they may require on site adjustment if the timber has absorbed more moisture. NB Except for the floor bearers, Garden Rooms are not pressure treated and will have a planed, finished surface consequently there is less movement in the materials, post manufacture. Minor adjustments to sections of timber may still have to be undertaken on site. In the event that some of the timbers are warped and prove difficult to assemble competent manipulation, e.g. light wetting, sensible weight application and slowly (over a few days if necessary) heating or cooling can overcome the majority of warping. Competent manipulation during assembly can also overcome the majority of warping. The development and appearance of the natural properties of timber are not a reason for the return of goods and are not reasonable stating they are faulty in claiming a refund. We supply timber products designed for external garden use and such designs take into account the structural integrity of timber's natural properties. We supply many thousands of our products each year to many satisfied customers who understand the beauty of handling and working with a natural material, please read some of testimonials on our website home page, you can also view our products at our display sites. Please contact us prior to your delivery if you have any queries or if you do not understand the beauty and individuality of each unique piece of timber that we supply

### **Right to Cancel**

Orders made by telephone, mail order or on-line customers have the right to cancel any order for Garden Rooms (excluding any bespoke made to order items). This right to cancel extends for 7 days after the items have been delivered. Any notification of cancellation must be made in writing to Sheffield Insulation Contractors Limited, 62 Whirlow Lane, Sheffield S11 9QF or online from our website. Assuming that the goods were as described and not faulty a refund will take place less any reasonable charges for the costs incurred. Refunds will take place within a reasonable period of time after the items have been returned and inspected. Any collections will take place from kerbside with reasonable access granted to the Company. Please note that due to insurance ramifications we do not enter onto customers' property. You can also make your own arrangements, should you wish, to return the Goods. A 'Goods Return Note' must be issued for this method of return. Your statutory rights are not affected. Refunds may be subject to a fee covering any costs incurred by the Company, such as Administration fees, card fees, etc. If the goods are not as advertised then ask the delivery driver to bring the whole product back at point of delivery and we will refund your money, without any delivery or return charge. We will not supply a replacement or replacement parts as we are unable to guarantee that these will be any different. In the unlikely event that we leave the Goods and you subsequently request that they are returned, unused, unassembled and in the condition they were delivered, we can arrange to collect the items and make a reasonable charge for that facility, providing that you notify us of your wish to cancel the order in writing within seven working days from the delivery date and provided that you are entitled to do this under the Distance Selling Regulations. Product that has been modified or where timber has been treated or painted cannot be returned. These rights do not apply if you have ordered at any of our display sites.

### **Credit Card Security**

All credit card numbers are encrypted in the software when the order is placed and are only decrypted after they reach our computer. They are not held in clear text on any web site. We will seek to verify all card transactions against the delivery address. We cannot process any payments from cards not registered to the delivery address.

We do not store or retain Credit Card details. If it is agreed the final payment is made on completion of a Garden Room then this is put through at the customer's request as completed to satisfaction / completion followed by the date of completion on the Credit Card receipt. This is an acknowledgement of completion and satisfaction and an agreement of completion of the contract by the customer. If final payment has been made prior to completion a final invoice will be provided on satisfaction of completion.

## **Tax Charges**

All orders delivered within mainland England and Wales include Vat.

## **Contact Us**

If you need to contact us prior to delivery please call 0114 323 0052 or from our online [contact form](#) – we will respond within the day if out of office.

## **Privacy Policy**

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998). We do not disclose buyers' information to third parties. We will give you the chance to refuse any marketing email from us in the future, if you wish to do so please e-mail with the subject line 'STOP' to [info@roomsout.com](mailto:info@roomsout.com)  
The type of information we will collect about you will include:

- your name
- address
- phone number
- email address
- credit/debit card details in some but not all cases and always in accordance with the Payment Card Industry Data Security Standard

Any personal information will be held securely in accordance with our internal security policy and the law. If you have any questions/comments about privacy, please contact us.

## **Timber**

Please be reminded that timber is a natural product, it will have imperfections, cracks, warping and knot holes and knots. Also these products are supplied flat-packed for adult assembly (typically needing 2 people). Sizes shown throughout this website are approximations and should be interpreted as such.

The softwood timbers supplied are an Organic Natural material and will change with time and weather conditions. The timbers used have been planed prior to any cutting, drilling or shaping and in the case of Garden Rooms these are then packaged for delivery.

Timber can be totally unpredictable with how splits or shelling or development of other properties can take place depending on a multitude of internal and external weather factors, sometimes in a very short space of time. In common with contemporary suppliers of these types of products, timber will contract and expand with resultant stresses in the fibres of the timber. Sometimes deep and wide shakes and cracks can appear unsightly but we have calculated for these in our designs. In some cases customers have contacted us about perceived surface problems which can be easily resolved by simply sanding the affected area – in such cases we advise and would expect a customer to do so.

All our timber products are manufactured to the same standards as similar products throughout Europe where they have been in use for many years. Samples of our products can be viewed at any one of our showsites, unlike 'Internet Only' companies with no facility to view before purchase.

To assemble our timber products you will need a variety of DIY tools, socket set, saw, hammer, drills, level etc to facilitate drilling, nailing, sawing, screwing and checking for square level and plumb assembly and you will have to ensure that bases for garden Rooms are level and square.

You should allow time to understand and check the instructions, parts and nature of the materials that you will be using. Remember that should you choose to use a third party to assemble your products then allow time for them to understand the instructions and the products. As our descriptions, product details and Terms and Conditions are published on our website please take the time to read and understand them.

**Title of Goods / Retention of Title**

Any product that is supplied where payment is not made in full, where payment declines or is retracted then the goods remain the property of Sheffield Insulation Contractors Limited. In the first instance we will request cleared funds within 7 days to clear the outstanding debt. Should this not be received we reserve the right to remove the product and claim all costs involved in collecting / removing the goods. If goods are not available to remove a debt-collection company is used to obtain payment and additional costs can be applied to cover the collection.

These terms and conditions are additional to our standard terms and conditions, and can only be amended in writing by a Director of the Company.

Your statutory rights are not affected by the above.