

Terms and Conditions

By purchasing from Shedfactory it is assumed that the customer agrees to all terms and conditions. If you do not then please contact us before any attempt to deliver or collect goods occurs. Please note, we do not offer installation on all products so please check our website or speak with a sales person to confirm which products are available for installation.

In the event of conflict between these Terms and Conditions and any statement made by a representative of the company, these Terms and Conditions shall take precedent.

The Most Important

Timber is a wonderful material to purchase and to build with, however, even once it is chopped up in logs and no longer treelike, it is still very much living and controlled by the uncontrollable. The uncontrollable being one of the most talked about topics in the UK- the weather! Come rain or shine, treated or untreated, hot or cold, timber will react in weird and wonderful ways. Wind, rain and sunshine are natural, and all affect wood.

Timber is a living product that can split, twist, warp, shrink, swell, with knot holes and colour variations. This is out of our control, and we cannot be held responsible for these, however these will not affect the structure of your building

Please note timber will:

• crack / warp / twist / split / shrink and contract / swell and expand

General Advice

We understand how important your purchase will be to you and the excitement of the many wonderful ways you will use your product, however below is some general advice and guidance:

- If your product is untreated (mainly log cabins), please treat as soon as possible to maintain the longevity. If your product is treated you can still apply a water repellent to reduce the amount of splitting caused by the weather. We recommend re treating your timber annually.
- Sap is formed naturally by trees and in some cases, you can see it coming out of the wood. It is a natural product and can be removed using soapy water, however your local DIY shop will likely stock specialist products.
- At time of order please take note of the lead times. We will contact you with a delivery date within that timeframe. Only call us if the lead times have exceeded.
- As we are not only internet based, our products can be viewed at our display sites in Belfast and Balbriggan.

Log Cabins

You will likely have to (regardless of who installs the product)

• Perform maintenance such as repack windows and door, adjust storm braces and tap down logs.

- Manipulate the timber if warped or twisted (i.e. wetting and weighting)
- Regularly ventilate log cabins, to help minimise damp/mould
- We recommend that if you intend to fix items to the walls that they do not attach over several wall logs. This can restrict the natural expansion and contraction of the product and create gaps, please consult us prior to completing such works for advice.
- Regularly clear the roof of any debris to avoid water pooling on the roof
- Some customers like to modify their product by covering the floor however we would recommend that you check with your chosen supplier that their product it is suitable to fit over the top of spruce floorboards; if not then this could potentially lead to the rotting of floor boards
- Ensure a square, level and plumb base. No runs offs, no unevenness, nice and sturdy and capable of supporting the weight of the product.
- Remember that should you choose to use an external person or persons to assemble your products then allow time for them to understand the instructions and check the parts delivered to your home.

Climbing Frames

You will likely have to carry out maintenance on your climbing frame

- The timber will naturally crack however you can apply a water repellent to reduce the amount of splitting caused by the weather
- Check all nuts and volts and tighten when required. Check screws and replace any fixings if they have sheared
- Check timber parts for evidence and deterioration and purchase replacements when required, remember cracks will naturally appear
- Remove any swinging ancillaries to avoid damage in abnormal weather conditions.

Gardens Offices / Summerhouses / Sheds

You will likely have to (regardless of who installs the product)

- Adjust the doors
- Keep it well ventilated
- Keep drainage holes clear and free from debris
- Some customers like to modify their product by covering the floor however we would recommend that you check with your chosen supplier that their product it is suitable to fit over the top of spruce floorboards; if not then this could potentially lead to the rotting of floor boards
- Check with us before affixing anything to the walls or roof, so we can advise on its suitability.

Building Regulations

Meeting building regulations is the joint responsibility of the builder and the landowner, not of the supplier(us); nevertheless we want to make it clear that our products are not intended to be used where building regulations are required. Buildings over 15 square metres in internal floor space will need to be positioned at least 1m from any boundary. Our buildings are normally not intended for residential accommodation. If you are unsure about Building Regulations we recommend that you seek further advice and guidance from your local council.

Delivery and Installation (if applicable)

- You will need to ensure that someone is available on the day of delivery that is capable of assisting our team in offloading the goods should access prove a problem. Products are typically delivered on a flatbed 3.5-ton truck with no crane so will need to be unloaded by hand
- Goods will be carried up to 50m from the delivery vehicle (safely parked at kerbside or driveway) onto your property providing that access allows this, as set out below
- If we have to carry items through a customer's decorated building e.g. a house, then we cannot be held responsible for the transfer of dirt onto the customer's flooring, or if anything restricting the access is knocked over
- We will carry items through an outbuilding such as a garage where possible. It is up to the customer to remove anything from the outbuilding that could be damaged e.g. whilst large pieces of timber are carried through.
- Delivery vehicles will not be driven off road and it is the customers responsibility to advise of any narrow lanes, narrow roads, bends, height restrictions(not only on the road but on the walkway access to the customers property), driveways etc that will impede our delivery teams on route to the customers property.
- The team will not be able to take down arches or fencing sections for access, this is the customers responsibility.
- If through lack of advice from customer, we are unable to deliver/install the goods on the date agreed with the customer, we reserve the right either i) stack the goods at the delivery address ii) return the goods to the company's premises, while incurring a storage charge, payable by the customer. Please bear in mind that depending on the size of the product, some timbers can be in excess of 6m in length.
- A clear route must be available for our delivery team to carry the goods from the kerbside to
 where you wish them to be placed. The route must be wide enough for a person to walk
 through without height restrictions or severe turns as some sections of the goods may not
 be able to negotiate these. It must be free from obstructions and allow good footing by the
 delivery team (e.g. not have slip or trip hazards, steep inclines or declines). Adequate space
 should be available to place the goods at the end of the route. Should you be unable to
 provide adequate space for the goods to be placed with a clear route to such space, then the
 goods will be delivered to kerbside for onward movement by the customer or returned with
 the driver in which case, a further recall charge will apply of £100 and you could also have a
 restocking charge if we have to store in our factory for a period of time, this would start at
 £60.
- For health and safety reasons we cannot take panels over fences, walls, hedges, garages.
- To ensure installation can be completed the customer must provide a level, firm surface.
- Log cabins/Climbing frames/Garden structures will come with full instructions. For sheds/playhouses, the installation video can be viewed on our website or YouTube.
- Please note that our teams will take all due care while on your premises, but should they have to walk on new grass/shrubs to complete their job etc we cannot be responsible for any damage. It is advisable to complete gardening jobs like this after shed installation has taken place
- It is the customer's responsibility to ensure that garden areas are clear of animal faeces, if this is not the case, our teams may have to abandon the job, and arrange an alternative day to complete. In this instance a recall charge of £100 would be added to the customers balance

- Should the shed or building not fit into the area, and our teams have to return with the product, recall out fees will apply
- We will always contact you to agree a delivery date with you prior to us delivering. Please take note of this date, if delivery is confirmed and the customer gives us less than 10 days notice to change that date, storage costs may be incurred. Please be aware that we will only give you a delivery day, and it will be between 8am and 5pm. We DO NOT have specific times to allocate due to the nature of the job (we cannot account for traffic, diversions and hold ups while completing installations)
- Please ensure that someone with the authority to accept your goods is available all day on the day of delivery and, if applicable, instruct the team of the installation position. Should we arrive and find that no-one is present to accept the goods we may leave, and a recall charge will apply. On rare occasions when it is impossible for a customer or their representative to be there, we may still deliver (and install) your product if you contact us to instruct the exact location, as well as mark these out in the garden. The customer accepts responsibility if instructions or markings are not clear, and our team proceed as best they can
- Any damaged items or missing parts must be reported to either the driver at the time of delivery or to the office on 02890616868 within 24 hours of delivery only items. If installation has taken place the fitter will go around the building with the customer to ensure all is acceptable, it is at this stage the driver will note any snags and report back to the office with these. The customer will then be contacted to agree a day to call by and rectify these issues
- All finance orders must be signed by the customer once delivery has taken place
- As we deliver on 3.5 ton flatbed trucks, our drivers are unable to secure waste or packaging to take it away with them, in case it were to blow onto the road, so this must be disposed of by the customer
- Please note some of our items are ordered in and can take several weeks to arrive with us, to then be booked in for delivery, normally within 1-2 weeks
- Please note that bricks, blocks or packers may be left exposed due to levelling process, this does not affect the structure of your building. But should you for cosmetic reasons like it covered in with timber, please advice our fitting teams at time of installation and they will measure the area, and the office will price accordingly. The visibility of the blocks does not affect the stability of your shed.
- We require at least 2 weeks notice to change the shed size, window/door locations or to amend the order in any way, as all our own timber products are batch manufactured, sometimes weeks before delivery.

Payment

- Prices will be in either £ or €, depending on the delivery location. All prices include VAT at the rate of that region
- Payment must be made in full in cleared funds at least 1 working day before delivery.
- We accept cash or card. Please note cash is never accepted on delivery day, but can be paid at either of our sites the working day before delivery. For balances of greater than £1000 or €1000 a bank transfer is preferred.
- Cheques are not accepted. If this is an essential payment method for the customer, we will accept it, but it must be received by us a minimum of 10 working days before delivery.
- There will be no exception to these rules.

• The building remains property of the Shedfactory until paid for in full

Shed Moves

- We will only move sheds that have been manufactured and installed by the Shedfactory
- Our staff will take the utmost care while moving sheds, on occasions some slight cosmetic damage (ie. small cracks/ scuffs) may occur, Shedfactory cannot be held responsible for this.
- Sheds must be completely empty, with any flooring removed, and any electricity disconnected
- They must not be modified by the customer, and must have been treated annually, to be sure of sound structure.
- Any remaining warranty period on the product would become void.

Returns (Sold at Distance)

If your order hasn't been delivered and you'd like to cancel (supply only goods), we must be informed as soon as possible before the delivery date. Ideally this should be by telephone (in order to stop the delivery happening) and by e-mail (or other durable means) to officially cancel. However, if your order includes personalised requirements(bespoke buildings), there is no right to cancel.

Returns policy-after receipt of goods.

If after you have received your goods and you find you have ordered incorrectly or the items are unsuitable you can return any item to us, at your own cost for a refund or an exchange, as long as it is unused and returned in the original packaging. Goods are not sold on a trial basis. Administration; re-stocking, inclusive delivery and carriage costs may apply. These may be notified individually. If you have opened the box, but not used the product we will refund the cost minus a re-stocking fee of between 10% and 40% minus any relevant delivery charges. Products must be returned with Proof of Purchase and complete with all components including instruction booklets etc. Your statutory rights are not affected. www.financial-ombudsman.org.uk.

You have up to seven working days after taking delivery to inform us you require a refund. Please call our Customer Service team on +44 (0)28 9061 6868 or by email at info@shedfactoryireland.ie who will inform you of collection options and explain our refunds process. You will be required to keep the item in a resalable condition. If we collect the item from you we will charge you the cost of collection and any necessary repackaging or restocking costs. Returns must, unless by prior arrangement be made within 14 working days.

Ordering

Our website is designed for easy ordering and use. This means cost-savings for the customer. Once an order has been placed it is a legally binding contract. If you place an order in store or over the phone, please note that a 10% non-refundable deposit will be applied. The website is protected by a security certificate. All personal details are encrypted when providing order details and when payment is taken.

Our pages are secured using High Level 128-bit SSL Encryption. Card payments are processed by Sage Pay or through Paypal using secure servers. All 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 website.

Shed Factory reserve the right to cancel any order at any time up to point of delivery for any reason and refund the customer in full.

Rectifying Defects

- We will supply goods that are in conformity with the contract. However, should any defect occur with the product within 7 days after delivery please ensure the invoiced customer contacts us in writing, either by phone on 028 90616868 post to Shedfactory Ireland, Unit 45 Workwest Industrial Estate, 301 Glen Road, Belfast, BT11 8BU or email to info@shedfactoryireland.ie. Please include either your invoice number or your address so we can locate you on our system
- If we receive no complaint within that period we will assume all is satisfactory with the building
- Please note that any problems that occur due to the natural properties of the materials are not classed as defects
- We will request clear photos to illustrate the reported defect and its cause so that we can determine the means to rectify it prior to any rectification. This may involve taking photos of the product which you believe are unconnected to the defect, but which may nevertheless be the cause to it.
- If a defect occurs which is the fault of the company, the company will give you appropriate options which may include replacement, repair, or partial refund. Refund will always be a last resort as we aim to rectify any issues successfully
- Where the defect is deemed to be the customer's fault for any reason e.g unsuitable base/site, poor maintenance, and/or use of defective materials supplied by the customer or misuse of the product, any rectification will be chargeable to the customer. If you do not give us a reasonable opportunity to rectify any defect we will not reimburse you if you choose to rectify it yourself or with a third party and the warranty will be invalidated.
- Please do not complete any additional works if you believe there to be a fault with your building. Advise us at the earliest opportunity to give us the chance to rectify. We cannot compensate for material and labour costs outside of the Shedfactory

Cancellation by us

- Your order might be cancelled if the goods you ordered were listed at an incorrect price due to a typographical error, or an error in the pricing information received by us from our supplier
- We may cancel your order if we have offered at least 3 different delivery dates and these dates have been refused by the customer. Please note also that an order cannot be on hold for longer than 6 months or it will be cancelled
- If we do cancel your order we will notify you and we will refund you within 14 days. We will not be obliged to offer any additional compensation for disappointment suffered
- We reserve the right to cancel an order should a staff member feel threatened or intimidated by the customer.

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)

Force Majeure

- Under these Terms and Conditions "Force Majeure" is defined as any cause beyond our control including, but not limited to, War, Act of God, Act of Terrorism, Fire, Flood, Explosion, Natural Catastrophes, Civil/Military Disturbances, Strikes, Theft or Weather.
- We will not be held liable or responsible for any failure or delay in our obligations under these Terms and Conditions if the failure or delay is cause by Force Majeure.
- You will be required to have your building named on your house insurance as we do NOT cover storm damage etc as part of our Guarantee. In the event of storm damage we will not come out to repair or replace any components or part of the building until we have received written instructions from your Insurance Company to do so.

Guarantee

All of our Timber Garden Buildings are covered by our Basic 12 month Guarantee. This guarantee covers every aspect of your product including.

- roofing felt
- glazing
- ironmongery

Our rubber roofing come with a 40 year guarantee.

Climbing frames/log cabins and garden structures supplied by a third party would be covered under the manufacturers warranty.

In the very rare event that a problem arises within 12 months of your timber Garden Building being erected please advise us as soon as reasonably practical preferably via email to info@shedfactoryireland.ie. We will also require photographic evidence on dated photo to assist us in rectifying the problem correctly.

The guarantee does NOT include shrinking / twisting / warping / Knot holes / Shakes or Splits in the timber as timber itself is a naturally occurring product.

Please refer to our website www.shedfactoryireland.ie for further information

Reaching Us

If you need to reach us please:

Call us on 02890616868(or from ROI 04890616868) or

Write to us at : Shedfactory Ireland, Unit 45 Workwest Industrial Estate, 301 Glen Road, Belfast, BT11 8BU or

Email us at info@shedfactoryireland.ie or

Call into one of our offices at either of above sites.