

TERMS & CONDITIONS OF SALE

1. These terms and conditions apply to all goods and services supplied by Merit Timber 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.
17. Merit Timber 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 Timber 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. See out treatment options for further details..
20. 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.
21. 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

23. 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 14 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.
24. 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.

ERECTION OF 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. The customer shall provide safe, clear access to the site & in accordance with our written guidance.
12. If these conditions are not met and the supplier is unable to erect the building at the time of delivery, a re-visit charge will be made.
13. Merit Timber 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.