



L.A. Lodges Ltd

QUALITY LOG AND WOODEN BUILDINGS OF ALL SIZES

INSTALLATION SERVICE

Guarantee

We will rectify any problems due to installation free of charge for a period of 12 months. However please note that we can not be held responsible for damaged or faulty or parts supplied by the manufacturer or supplier, or if the base is not adequate for your building. We can only fit the parts available at the time of installation, however we will return at a later date when the parts are available, but this may include a charge to cover our extra costs. We do not accept any responsibility for any damage to roofing materials due to adverse weather conditions. As timber is a natural product we cannot be held responsible for cracks, shrinkage, knots, warped logs, damp caused by condensation or excessive or irregular log movement in the buildings we install.

If on the day of installation we are unable to erect your building for any of the above reasons or the site is inaccessible then a charge of half our original daily installation cost will be due to cover our expenses for that day. We will provide an invoice for your extra costs to enable you to re-charge the person you deem to be at fault. We will re-schedule your job at the original rate as soon as your problems have been resolved.

Installation

We shall give you reasonable notice of installation date(s). We shall not be liable in any way for delays or changes in the dates of arrival due to circumstances beyond our control. You agree to provide us with full and proper address details sufficient to clearly identify the delivery address.

You are also responsible for ensuring that access around the property is suitable bearing in mind the size of the building ordered. Also it is the customers' responsibility to ensure that the working area is clear and any items of value are moved or protected against accidental damage. The unassembled building should be delivered as near the base as reasonably possible. It is your responsibility to inform us of any likely problems above. If the access is restricted or an unacceptable distance to carry the parts a reasonable additional charges may be payable.

Where access to an adjoining property is required to allow completion of the Contract it shall be your responsibility to arrange such access and we shall be entitled to assume such arrangements have been made unless you advise us otherwise in writing.

You agree to allow us to use your property for the storage of material and equipment whilst work is being carried out. Where mains water and electricity are connected to the property you will provide access to these supplies to enable the work to be completed.

Building, Planning and Development Consultants

64 MAIN STREET DRYMEN STIRLINGSHIRE G63 OBG

TEL: 01360 660066 or 077986 47416

Company Registration no. 256514 Vat no. 828 4041 34 www.lalodges.co.uk info@lalodges.co.uk

You agree to clearly indicate to us the position required for any building including the position of any doors and windows otherwise we will not be liable for the cost of any subsequent relocation.

While every effort will be taken to leave your property tidy we are not able to remove the building packaging and spare wood.

Where you are dealing as a consumer your statutory rights are not affected by these Conditions.

COMPLETION OF INSTALLATION

On completion of the installation the building will be inspected by our Senior Installer and the Customer (or Customer's representative, acting as the Customer's Agent). At the same time or before our Installation Team leaves the site, the Customer (or agent) will be asked if they have any problems or complaints with the constructed building and if so this must be pointed out to the fitters at that time. Once this has been done the job is complete and deemed to have been finished to a satisfactory standard. If at the completion of the installation, the Customer or Customer's Agent are not on site to inspect the installed product and agree that they have no issues our Installation Team will leave site. As no-one was on site, this is a breach of contract on the part of the Customer, so any alleged problems will only be inspected on a chargeable basis.

Timber is a natural product and the building will 'settle'. As a result splits, cracks and movement of timbers may 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.

Cancellation Rights

Either of us shall have the right to terminate any contract between us without reason or penalty prior to the day of installation. In the event of you terminating the installation from the day of installation then a charge of half our original daily installation cost will be due to cover our expenses for that day.

Payments

Either you or your elected representative must be on site when the job is finished so that you can check the finished job and arrange payment.

Payment should be either cash or by bankers draft and given to the fitters before they leave.

Refusal

We reserve the right to refuse custom from anyone, without having to indicate the reasons why.

Complaints

The Contract between us shall be governed by the laws of Scotland and any dispute will

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be resolved exclusively in the courts of Scotland. If you feel you have a complaint against the company or any of our fitters then please contact us on the number below and we will try to resolve disputes when they first arise.

Enforcement

Failure by us to enforce any of these terms and conditions will not affect our right to enforce the rest of these terms and conditions.

Indemnification

The Customer agrees that it shall defend, indemnify, save and hold LA Lodges Ltd harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against LA Lodges Ltd, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assignees. The customer agrees to defend, indemnify and hold harmless LA Lodges Ltd against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with LA Lodges Ltd; (2) Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from LA Lodges Ltd

Force Majeure

The Company shall not be liable in respect of any shortage or failure to supply goods where such shortage of or failure is due to act of God or any other reason beyond the control of the Company and the Company in such circumstances will not be liable in respect of any consequential loss to the Purchaser.

Damage caused by nature

Please note that any damage caused by extreme weather is not the responsibility of LA Lodges Ltd. Whilst every effort is made to avoid damage so caused, if damage does occur, it is the responsibility of the owner to rectify. LA Lodges Ltd are happy to attend, where able and repair in such circumstances, but a charge may apply.

Ian Georgeson
Director
L.A. Lodges Ltd

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