

GEM Partners Ltd trading as Astwood Log Cabins
TERMS AND CONDITIONS OF CONTRACT

The Product

In an effort to continually improve and update our products specifications and/or colours may vary from the actual products, packaging or contents shown. We reserve the right to make changes or substitute like with like at any time without notice. All measurements are based on technical drawings and may vary slightly in real life.

Plans

It is your responsibility to check your plans to make sure they are correct.

Local Authority Approval

It is your responsibility to check with your local authority to see if you need to obtain planning permission or comply with building regulations. It is also your responsibility to ensure your project will meet with any such requirements.

Base

It is your responsibility to ensure your base is suitable. The Base Information Sheet tells you how to prepare a suitable base and constitutes part of these Terms & Conditions. The final decision on the suitability of the base will be made by the construction team. If a base is not suitable for building on then the log cabin can be taken away and re-booked into the delivery schedule so you have time to make good the base. There will be a charge for this. If your base is not suitable but you would still like us to build the log cabin you will be asked to sign a disclaimer as we are unable to accept liability for any problems that arise due to an unsuitable base. Problems caused by an unsuitable base will not be covered by any guarantees or statutory obligations.

Cancellations & Amendments

Cancellations and amendments up to and including fourteen days before the delivery date will not attract any penalty charges. If you cancel or amend the order after this time you will be liable for a charge to cover the cost of any parts we have started making and administrative costs.

Payment

Payment is due prior to or on delivery. Payment methods are outlined in the Order Confirmation. All goods will remain the property of GEM Partners Ltd until paid for in full. We reserve the right to enter onto your property in order to access and remove goods which have not been paid for.

Delivery

We will deliver your log cabin according to our delivery schedule. Most of our deliveries take place on the promised day but we cannot accept any liability for delays caused by unforeseen circumstances. All dates and times given are estimates and time is not of the essence of the contract. Your delivery sheet must be returned to us prior to delivery. We are unable to deliver if we have not received it. If the delivery team cannot access the area the log cabin may be taken away and redelivered. There will be a charge for this. We make every effort to pay due care and attention to our surroundings and will not be held responsible for any damage caused during delivery and/or construction. Anything valuable or precious should be removed from the area. Please note - grass may become worn and muddy as we carry parts across it and move around the construction site.

Self Build

Unless you purchase roof shingles, the log cabin is supplied with a bare wooden roof. In this case it is your responsibility to ensure that you properly cover the roof with a suitable waterproofing material. If we supply you with a roof covering for self build it must be fitted according to the relevant manufacturers guidelines. Our log cabins come with door and window handles and locks. If the log cabin is for self build you will need to supply your own nails/screws and other fixings you require. If the log cabin is not being constructed straight away you will need to make sure you have a suitable storage place. We cannot accept any liability for problems caused by incorrect storage after delivery. We are unable to accept liability for any problems caused by poor construction technique so if you are unsure please ask us for advice on delivery.

Risk

You should inspect the goods on delivery and notify us of any defects as soon as possible and within seven days otherwise you will be deemed to have accepted the goods. Risk will pass to you on delivery.

Wood

It must be remembered that wood is a natural product and will be subject to movement and weathering as it seasons. After construction the wood will settle. It will also expand and contract in the different seasons, temperatures and humidities. This can cause window and doors to become tighter or looser and in some cases small gaps may appear if the wall logs catch on a window/door frame or other obstacle. This can be overcome by minor adjustments. Wood may also have knots and small splits (called shakes). Our doors and windows are made from the same softwood as the log cabins so they too may be affected. Whilst the interlock corners are wind proof they can be susceptible to a very small amount of water ingress in exposed areas when faced with driving wind and rain. Such things are nature at work and will not be considered faults.

After Care

The After Care Information which is sent with every order as a separate document constitutes part of these Terms & Conditions.

Guarantees

Your log cabin is manufactured, delivered and, where appropriate, constructed with care. We check your log cabin as it is made, loaded, delivered and, where applicable, built to make sure there are no missing or damaged parts. We do our best to ensure that your log cabin is as it should be from the start and so we do not find it necessary to offer a formal guarantee. Your statutory rights are not affected.

Photos

We often take photos of the log cabin which are used to showcase our work. They are often used in brochures, websites, social media posts and may be sent to potential customers who want to see examples of log cabins. Photos are mainly of the finished log cabin, but may be at any stage, and we try to limit them to the log cabin and its immediate surrounding so there is little to identify your home or garden. We reserve the right to use any photos taken with our own cameras for brochures, websites, social media posts etc. If you do not want us to take photos or use them in this way please contact us so we can update your preferences.

Unforeseen Circumstances

In the event of any unforeseen circumstances, force majeure or, in certain situations, circumstances that are known but are difficult to control, for example, pandemics; epidemics, we will not be held in breach of contract if there are delays or work cannot be undertaken. There may be a need to postpone work if members of either party are ill, self isolating or shielding or if current guidelines make it difficult to carry out the work. We will work within any prescribed guidelines and in line with our risk assessments. Neither party shall be held responsible for infections that take place while work is being carried out.

Pricing

Due to the volatile nature of the prices of timber and other materials, the situation may arise where it is no longer be viable to supply some of our goods or services. Should this situation arise we reserve the right to offer the following options: Pay an agreed extra price and continue with the order; place the order on hold and see if the market stabilises; cancel the order (deposits will be refunded via agents)

Privacy

Our Privacy Policy can be viewed as a separate document on request.

Law

Any claims brought against us, except for death or personal injury will be limited to the value of the contract and we will not be liable by way of indemnity, breach of contract, tort or breach of statutory duty or any other manner, for consequential or indirect losses. This contract is subject to English Law.