

About us



Lemon Lumba Limited | 3-4 Broadwater Road, Romsey, England SO51 8JJ | www.lemonlumba.co.uk |
Incorporated in England and Wales Company under number 13241480 |
VAT number 374782850 | EORI number GB374782850000

About 'The Customer'

The person, company or organisation purchasing goods or services from 'The Company'

OVERVIEW OF TERMS & CONDITIONS

These terms and conditions shall apply to the sale and supply of structures and/or any associated products by Lemon Lumba, to 'The Customer'. Lemon Lumba operates a good practice policy and its' terms and conditions are regulated by 'The Consumer Protection (Distance Selling) Regulations 2000', the 'Sale of Goods Act 1979' and other statutory instruments.

Any order placed by 'The Customer' whether in person, by telephone, by mail or online shall form a legally binding contract of sale, thus whilst these terms are extensive, they are given to define and protect the due rights of both 'The Customer' and Lemon Lumba.

1) PLACEMENT OF ORDER

1.1 It is the sole responsibility of the Customer to ensure that all necessary planning permissions, Building Regulations approvals, and any other required statutory consents are obtained prior to the installation or use of the product. Lemon Lumba accepts no liability for any delays, additional costs, fines, enforcement actions, or other consequences arising from the Customer's failure to obtain such approvals or to comply with applicable laws, regulations, or conditions. If the Customer instructs Lemon Lumba to carry out any work, installation, or service that is in breach of or not in accordance with any such approvals, permissions, or legal requirements, they do so entirely at their own risk. Lemon Lumba shall have no responsibility or liability for any consequences that may result from following such instructions.

1.2 'The Customer' should ensure that they are fully aware of what further costs may need to be incurred with other parties on the structure in addition to the structure itself from Lemon Lumba. These costs may include planning, Building Control, groundworks, assembly of the oak frame, decoration, roofing, electrics etc.

1.3 'The Customer' is responsible for providing all necessary information needed by Lemon Lumba to process their order to 'The Customers' specification and requirements. This will include the specification of the structure that is required, details any associated additional products and/or options. Also the full delivery address and invoice detail along with invoice address if different from delivery address including postcode

1.4 Prior to order the customer will have signed and agreed to the proposed drawings and detail sent by Lemon Lumba. These drawings formulate the order detail. Any changes made post sign off cannot be accepted

2) RETENTION OF TITLE / COPYRIGHT

2.1 Legal ownership of any goods supplied or erected remains with Lemon Lumba, until such time that cleared funds of the full order value has been received from 'The Customer'.

2.2 Should the 'The Customer' obtain goods prior to full payment, 'The Customer' accepts that Lemon Lumba retains the right to demand and receive immediate settlement of all outstanding monies prior to transfer of legal ownership, or the 'The Customer' grants Lemon Lumba unrestricted access to reclaim the goods, at which point the order cancellation process referred to in section 8 shall be instigated. The saleable condition of the goods prior to any reclaim is the sole responsibility of 'The Customer'.

2.3 Copyright of all plans, designs and information about the structure configuration remains with Lemon Lumba this includes all image rights should we wish to use on any Lemon Lumba Platforms such as website following construction

3) PRICES

3.1 All prices discussed, shown or quoted by Lemon Lumba are relayed in British Pounds Sterling.

3.2 Any Prices shown on Lemon Lumba web site are not inclusive of VAT. Any quotes from Lemon Lumba to 'The Customer' will be shown as Nett plus VAT. Lemon Lumba VAT Number is 37482850

3.3 Lemon Lumba does not have a fixed price for delivery within the United Kingdom. Delivery costs are postcode dependant.

3.4 Should 'The Customer' accept our order pricing offered then the order shall be confirmed and proceed subject to condition 1.3. If declined, Lemon Lumba will cancel 'The Customers' enquiry

3.5 Any Planning application, pre-planning application or design carried out by Lemon Lumba on behalf of 'The Customer' will be paid in advance.

4) PAYMENT

4.1 Lemon Lumba standard payment terms are listed on the invoice.

4.2 Payments are only accepted in British Pounds Sterling.

4.3 Payments are only accepted by BACS

4.4 Goods shall not be released until payments have cleared Lemon Lumba bank account.

4.5 Lemon Lumba reserves the right to alter the standard payment terms of any customer if deemed appropriate, or where special terms form part of a package deal or offer.

5) DELIVERY

5.1 Lemon Lumba shall aim to conclude all orders for 'The Customer' at the earliest opportunity subject to receipt of cleared funds,

5.2 Lemon Lumba delivery periods are given in good faith and are anticipated as such. If from time to time as happens there are issues outside of our control e.g. Supply problem then the customer will be kept fully informed and accepts the issues are not claimable from Lemon Lumba Ltd.

5.3 Deliveries are made weekdays only on an agreed specified date, typically during the hours of 7.00am to 5.00pm. Lemon Lumba will aim to meet customer delivery timing requests wherever possible but it is not able to guarantee timed deliveries.

5.3a. Lemon Lumba are to be notified of delivery restrictions or special delivery requirements a minimum of five days in advance of the delivery

5.4 Our delivery drivers will make every effort to deliver the goods directly to 'The Customer' required delivery point upon the property of 'The Customer'. Due to the nature of the goods, a larger lorry is often required for delivery and a vehicle gap clearance is required of around 3m (provided the lorry can approach any gaps square on) sufficient for a vehicle 2.55m wide x 11m in length and 6.1m in height to enter. Should the opinion of our delivery driver determine that access to site is not possible due to any restrictions, then the delivery of the goods shall be to nearest suitable drop-off point only (normally kerbside or driveway) and it will be the

responsibility of 'The Customer' to trans-ship the goods to the required location at their cost. Please refer to point 1.3

5.5 Lemon Lumba accepts no responsibility for the suitability or strength of the access route on 'The Customers' property and Lemon Lumba will not accept any claims for damage to any drive, wall, fence, verge, lawn or gardens should the access route prove to be unsuitable for its delivery lorry or that of any sub-contractor.

5.6 'The Customer' accepts that the nature of the materials used in the build of the structure is such that tannin may come out of the timbers and cause staining to the surrounding area. 'The Customer' is therefore responsible for selecting a suitable location for the delivery to be placed and Lemon Lumba will not accept any claims for stain damage to surrounding area.

5.7 It is the responsibility of the 'The Customer' to provide free and unobstructed access for product delivery and subsequent usage. Any failed, abortive or return delivery charges shall be recoverable by from 'The Customer' at cost.

5.8 Lemon Lumba products are mainly large and sectional that will not fit through a pedestrian door. As indicated in condition 5.4, it is the responsibility of 'The Customer' to notify any access concerns to Lemon Lumba at point of order.

5.9 All delivered goods have to be signed for by the 'The Customer' or their appointed representative, at which point responsibility and risk of the goods shall pass to 'The Customer'. Title passes as defined in 2.1.

5.10 If 'The Customer' cannot be in attendance on delivery, prior written authority and acceptance of responsibility to leave the unattended product must be sent in writing by E mail hello@lemonlumba.co.uk

5.12 The Company' will not be responsible any abortive or other costs incurred by 'The Customer' due to a failed delivery.

6) ASSEMBLY

6.1 All of our structures are generally sold and supplied for self-assembly only by 'The Customer'. If we are not installing the frame, please skip to 7.0 onwards.

6.2 To ensure assembly can be completed by Lemon Lumba, the customer is responsible for the provision of suitable groundworks for the structure along with sufficient unobstructed access all around the proposed site. If any obstruction has occurred since original site visit, it is the responsibility of the customer to inform Lemon Lumba prior to start date. Lemon Lumba will not bear any additional costs where new obstructions affects the assembly and/or delivery procedure

6.2a Regarding groundworks and walls, it is entirely the responsibility of the customer to ensure that the relevant wall heights, widths, even height lines, base supports and concrete pads (where applicable) are reflective of the information provided by Lemon Lumba to support the frame and its measurements exactly. Any queries before construction of groundworks can be easily addressed. Lemon Lumba will not bear any costs of corrections incurred. Any change to frame or structure as a result is also chargeable.

6.3 'The Customer' should not arrange or commence any assembly service until they have received their product and have fully checked that their product is both complete and sound. The customer is to notify 'The Company' immediately if there is any component missing. If Lemon Lumba are assembling then this part of the procedure will be covered

6.4 Lemon Lumba will not bear any abortive costs arising from 'The Customer' or their privately employed labour, due to the failure of 'The Customer' to check the product as defined in 6.3, or while awaiting receipt of any missing or replacement parts.

6.5. All fixings (screws and nails) used by the customer must be stainless steel, not galvanised.

7) SHORTAGES / DAMAGE

7.1 'The Customer' shall inspect the goods and notify 'Lemon Lumba' on delivery or collection of any shortages or damage to the said goods.

7.2 In the unlikely event of shortage or damage, it should be reported immediately with detail and while our delivery vehicle is still on site and confirmed by our delivery driver. Claims should be made immediately by telephone to 01489 331051 and they should also be noted on the delivery driver's copy of the delivery note and signed by both 'The Customer' and our delivery driver.

7.3 Upon receiving approved claims within the period defined in 7.1, Lemon Lumba will forward the replacement parts usually within 5 to 10 working days, subject to stock level.

7.4 Guarantee claims made by 'The Customer' after the period as defined in 7.1, shall only be considered at the discretion of Lemon Lumba. See section 14 for terms of guarantee.

7.5 Lemon Lumba reserves the right to decline any replacement request should damage or mis-use of the product have occurred upon 'The Customer' property or during self-assembly.

7.6 Lemon Lumba will not be liable for any costs incurred by 'The Customer', should 'the Customer' fail to inspect and satisfy themselves that the product is sound and complete prior to self-assembly, see also 6.3 and 6.4.

7.7 All timbers are inspected at the time of manufacture. Because of the nature of wood Lemon Lumba cannot accept any responsibility for timber shrinkage, cracking or joins, warping, natural timber defects or tannin stains. Any timbers displaying any of these natural characteristics will not be accepted as faulty or damaged.

7.8 'The Customer' is strongly advised to erect the structure within 1 week of delivery. The Company cannot accept any responsibility for movement of the wood if the structures are not erected within 8 days of delivery

8) CANCELLATION

8.1 A cancellation post-delivery may only take place with the strict agreement of the Lemon Lumba. This would ordinarily be only in written, mutually agreed and exceptional circumstances

8.2 'The Customer' has no right to cancel at any time should their order include a personalised requirement such as bespoke to themselves

8.3 The statement in 8.2 complies with the 'Exceptions to the right to cancel' section 13, part c of the Distance Selling Regulations; which refers to "goods made to the customer's specifications..."

8.3 It is the responsibility of 'The Customer' to meet all product return costs, either by their own arrangement or at the direct cost levied to Lemon Lumba. This complies with section 8, part 2a of the Distance Selling Regulations.

8.5 It is the responsibility of 'The Customer' to retain possession and take reasonable care of the goods, until the goods have been returned to the possession of Lemon Lumba or a carrier appointed by Lemon Lumba.

8.6 Statute states that a product should be returned in its original condition, thus fit for re-sale as new. Lemon Lumba shall therefore reject the return of any product where assembly has been commenced, thus rendering the product as 'used'.

8.7 Where 'The Customer' instructs Lemon Lumba to undertake a collection and return, Lemon Lumba shall notify 'The Customer' of the return charge in writing (by email) prior to undertaking the process. Lemon Lumba will not profit from any return charges received from 'The Customer'. A return charge will always equate to the cost 'The Company' expended.

8.8 All return costs sought by Lemon Lumba shall be deducted from the order monies held, thus any refund to 'The Customer' shall be passed less this return charge.

8.9 Reimbursement (refund) of cancelled order excess monies held shall be made as soon as possible but in any event within a period not exceeding 30 days, pursuant to Section 14, part 3 of the Distance Selling Regulations.

9) REJECTED GOODS

9.1 All goods are newly constructed for sale or to order, as described upon Lemon Lumba web site. Rejects therefore are extremely rare

9.2 In the unlikely event that 'The Customer' wishes to reject the goods or individual part of the whole of the goods through fault or damage, this must be agreed by Lemon Lumba and undertaken within 7 working days after the date of delivery.

9.3 'The Customer' should notify Lemon Lumba of their rejection of the goods by a durable means as defined by part 10 of the Distance Selling Regulations being either in writing to 'The Company' e-mail address hello@lemonlumba.com or by telephone 01489 331051

9.4 'The Customer' has no right to reject goods at any time should their order include a personalised requirement i.e.; optional extras, adaptations or preferences. In this case section 7. Shortages / Damage would apply.

9.5 The statement in 9.4 is formed from the 'Exceptions to the right to cancel' section 13, part c of the Distance Selling Regulations; which refers to "goods made to the customer's specifications"

9.6 It is the responsibility of 'The Customer' to retain possession and take reasonable care of the goods, until the goods have been returned to the possession of 'The Company' or a carrier appointed by Lemon Lumba.

9.7 For justified rejection, Lemon Lumba shall bear all return costs, being the full limit of liability for a rejection.

9.8 If on return the product is found to be sound, complete and as described for sale, the return charge process as set out in conditions 8.4 to 8.8 will apply and be deducted from the order monies held.

9.9 If on return the product is found to be have been abused or damaged whilst on site, or having been erected, Lemon Lumba shall retain the right to deduct from the order monies held any losses levied by Lemon Lumba.

9.10 Reimbursement (refund) of rejected order monies, less charges defined in 9.8 to 9.10 if due, shall be made in a period not exceeding 30 days as Section 14, part 3 of the Distance Selling Regulations.

9.11 Statute states that a product should be returned in its original condition, thus fit for re-sale as new. Lemon Lumba shall therefore reject the return of any product where assembly has been commenced, thus rendering the product as 'used'.

10) COMPLAINT

10.1 In the event of any complaint or grievance, Lemon Lumba should initially make contact by telephone on 01489 331051, followed by a formal email complaint to hello@lemonlumba.co.uk or letter to Lemon Lumba address (address is at header and footer of page).

10.2 For efficient handling, 'The Customer' should state upon all correspondence; (a) their name, (b) their address, (c) their sales invoice number, (d) the product, and (e) a description of their complaint.

10.3 Lemon Lumba shall endeavour to promptly resolve any complaint and/or respond with our stance. Should a response not be received within 5 working days, please send a "Second Request" for the attention of The Manager.

10.4 It is the intention of Lemon Lumba to resolve any dispute fairly, amicably and to the satisfaction of all parties concerned at the earliest opportunity.

11) PRIVACY

11.1 Lemon Lumba is committed to the protection of data and respect customer privacy.

11.2 Lemon Lumba will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).

11.3 Any personal details given by 'The Customer' shall not be passed or made available to any other company, organisation or third party with the exception of 11.4.

11.4 To enable Lemon Lumba to efficiently fulfil your custom, 'The Customer' contact name, telephone number and address may be passed to an appointed carrier to enable direct delivery and communication.

11.5 When you register on our website, to maintain your order basket Lemon Lumba uses technology that employs cookies. A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser. Lemon Lumba does not use this cookie to collect or analyse any information about you.

12) FORCE MAJEURE

12.1 Neither party is liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Clause 8 (Cancellation) in such circumstances.

12.2 If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non-performing party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in 12.1.

13) GUARANTEE

13.1 The materials supplied are guaranteed for a period of 2 years from date of delivery by Lemon Lumba against manufacturing faults or destruction by woodworm or beetle infestation.

13.2 Any materials which are accepted by Lemon Lumba as faulty and covered by the guarantee will be replaced or repaired at the discretion of 'The Company'. Any making good or redecoration following replacement or repair under guarantee will be the responsibility of 'The Customer'.

13.3 The materials used in a Oak frame are natural materials and as such may display certain characteristics which are normal and expected. Because of the nature of wood Lemon Lumba cannot accept any responsibility for timber shrinkage, cracking or joins, warping, natural timber defects or tannin stains. Any timbers displaying any of these natural characteristics will not be accepted as faulty or damaged.

13.4 In time, the oak will weather to a silvery grey colour and any joinery, hinges or weatherboard will need ongoing maintenance and decoration to keep them all in good condition.

13.5. Any structural softwood used is graded to a C24 strength class and treated by the supplier. This must be maintained over-time.

13.6 All timber supplied by Lemon Lumba such as 'Cladding' and 'Cedar Shingles' also apply to points 13.1, 13.2, 13.3, 13.4.

14) INSTALLATION

14.1 Please note, Lemon Lumba Limited is not responsible for the Garage Doors or any potential defects in the future of these doors. The Garage Doors whilst supplied by Lemon Lumba on request are covered by the originators guarantee only

15) GROUNDWORKS

15.1. It is the responsibility of 'The Customer' to ensure that the foundations / 'substructure' is suitable for the timber-frame building supplied by Lemon Lumba. Lemon Lumba is not responsible for any groundworks.

15.2. Any contractors or third-party service providers we may recommend are independent entities, and we assume no responsibility or liability for their work, conduct, or outcomes. Customers are solely responsible for conducting their own due diligence before engaging with any such parties.

18) LAW

18.1 These terms and conditions shall be interpreted in accordance with the Laws of England and Wales.