

TERMS AND CONDITIONS

All goods sold by THE FIREPLACE WAREHOUSE LIMITED (hereinafter called the Company), are subject to the terms and conditions stated below.

The acceptance of orders means acceptance of the conditions set out below which may not be altered other than in writing, signed by a principle of the company.

- 1) All delivery dates are quoted in good faith and are correct at the time of ordering – however these dates are approximate and subject to change. Under no account will The Fireplace Warehouse accept responsibility for late deliveries. Nor will late deliveries constitute good reason for cancellation.
- 2) The Company strongly recommends that all flues be swept prior to installation. The company cannot be held responsible for faulty flues, chimneystacks or pots prior to or after installation. Where an open pot has been fitted by The Company or another party The Company cannot be held responsible for any damage to carpets or fireplace resulting from soot loosened by rain, hail or snow. This is why it is advisable to have chimneys swept. Existing chimneys and flues form part of the customer's property. In the event that a fire fails to operate correctly due to any deficiency in the flue or chimney the company subcontractor may accept to rectify the problem at the customer's expense.
- 3) Due to marble and stone being a product of nature the irregularities vary immensely, no two pieces of marble or stone are the same colour or shade. Grain markings vary, most marbles have natural craters, and open-grain marble can be mistaken for cracks. Marble and stone is sold subject to filling, polishing and natural defects.
- 4) It has been brought to our attention that a lot of cheap imported coal is being used in open fires. As this coal has a higher percentage of volatiles than British coal the temperature reached in these fires is very high, in some cases we understand the cast iron grates have partially melted. As marble/granite is not naturally fire resistant, the temperature reached the more likely the marble/granite will crack. By slabbing the marble all we are doing is reducing the amount of heat reaching the marble. By cutting the marble into three pieces we are introducing expansion joints, which reduces the possibility of the marble cracking, however in no way does this make marble heat resistant or crack-proof. We as a company cannot accept any claims for any slabbed panels and hearth cracking after installation
- 5) Please make sure that there is clear and ready access to your Gas Meter, as fitters will not be able to test for gas escapes. Our Employees (or Agents) may not carry out any work not been arranged with The Company. Customers should ensure that the room is cleared and all Hi fi / TV equipment, ornaments and furniture are disconnected and removed prior to the arrival of our fitters, as no responsibility will be accepted for any damage. No debris will be removed from the installation, as a special licence is required for this. The Company will bag rubbish and tidy up as much as possible.
- 6) All deposits are non-refundable and all orders irrevocable unless agreed by The Company. All outstanding monies are due 3 days prior to delivery, unless agreed otherwise. The Company cannot be held responsible for any damage that may occur to the customers existing fireplace, décor, plaster or skirting board around the installation. The Company will not re-fit skirting boards, coving, carpets or re-plaster as these are specialised skills.
- 7) Any unaccounted for work required on the day of fitting (necessary) to the installation of the purchase will be charged to the customer by The Company on that day. Prices are inclusive of VAT unless shown as additional to the total. The Company does not accept any responsibility for / or guarantee any fire disconnected or connected by us that has not been supplied by The Company.
- 8) (Guarantee or otherwise, The Company will not be responsible for any redecoration or damage to supply goods only). Corgi requires its members to work to recognised standards. Therefore, in the interest of safety, **DO NOT ALLOW ANY NON-REGISTERED PERSON TO INSTALL THE APPLIANCE**. In addition, it is likely to lead to damage the appliance and invalidate the guarantee. We shall not be held responsible for poor workmanship by other parties, hence having no obligation to put right their work. Goods will be delivered in good condition, upon which a signature will be taken.

MULTIFUEL AND WOOD BURNING STOVES

- 9) The following items on any Multifuel or wood burning stove are NOT covered under warranty, Grate bars, Stove Glass, Door seals and glass seals.
- 10) Fuel for any solid fuel appliance must be bought from an approved Coal Merchant and have relevant documentation for any warranty claim.
- 11) Servicing, all solid fuel appliances must be serviced once within every 12 month period and swept at least once if using smokeless fuel or twice if using Bituminous coal.
- 12) All solid fuel appliances must be fitted by a HETAS approved engineer, failure to do so will invalidate any warranty claim.

WARRANTY ON GAS APPLIANCES

- 13) All gas appliances must be installed by a Corgi registered engineer and serviced at least once in every 12 months, in the case of products with extended warranties it is a stipulation of the terms of the warranty. This must be arranged with a Corgi Fitter.

We require a copy of the gas safety certificate issued on the day, or last service by the Corgi registered installer before we proceed with a warranty claim.

PAYMENT TERMS

- 14) A payment of 25% deposit is required upon signing the order contract and the outstanding balance due 3 days prior to delivery. A payment of 40% deposit is required for central heating contracts. The balance is due on completion to the fitter.

15) METHODS OF PAYMENT

- A cash
- B building society cheque
- C bankers draft
- D visa, master card or switch
- E personal cheques (7/10 working days required for clearance before goods can be delivered)

- 16) A minimum of 25% cancellation charge will apply to orders cancelled; this is at the management's discretion.

17) RISK

The Company examines goods before leaving the premises of the Company and after their departure are at the customers risk. The company will accept no responsibility for damage caused by careless handling, storage or through incorrect fixing.

18) DAMAGE

The company must be informed in writing, within 3 days of receipt of the goods, of any damages or shortages that may have occurred through transit, otherwise no claims will be accepted.

- 19) All goods carry a Manufacturer's guarantee (except showroom displays), in the unlikely event that any fire or surround has to be removed and refitted at any time under the guarantee or otherwise. The Company will not be responsible for any redecoration or damage to wallpaper etc.
- 20) The Company retains full title and rights of ownership of any and all goods supplied until such time as payment in full is received.
- 21) Any dispute arising from this contract shall be deemed to fall within the jurisdiction of the county court or the high court at Company's discretion and will be dealt with in accordance with the Sale of Goods & Services Act.
- 22) Orders under the value of £100 to be paid for in full at time of ordering.
- 23) Deposits will only be valid for 3 months after date of order unless the property is a new build or the management state Otherwise.
- 24) All B-grade surrounds and ex-showroom displays sold must be paid in full and collected/delivered within 14 days from date of order.