

## **Terms and Conditions For Exclusive Fireplaces & Stoves Ltd (EF&S)**

1. Payment of the deposit is acceptance of the terms and conditions detailed within the quotation.
2. The contracted price shown shall apply for one month from date of survey.
3. Actual installation dates may vary and be subject to change.
4. Every endeavour will be made to complete works within the times specified, but the company cannot accept liability in this respect.
5. Deposits or payments are not refundable after acceptance of the contract for the supply of goods or works undertaken under any circumstances.
6. Loss damage or defects or injury: no claim for loss or damage or injury to goods and materials despatched or, supplied or installed will be accepted by the seller unless notification of the nature and extent of such a claim has been received in writing within 5 working days of completion of works.
7. EF&S will endeavour to address any alleged defects within 28 days of written notification from the customer. Exceptions to this period are necessary where replacement parts or components will have to be ordered from a third party or where an item is under manufacturers warrantee.
8. Where natural materials are involved (i.e. marble, granite, limestone, slate, natural and reformed stone, brick, timber etc) EF&S is unable to guarantee colour consistency or against natural defects, shrinkage or joint movement which may occur due to temperature variations. Where these materials are used for a solid fuel burning arrangement no liability can be accepted should any cracking /damage occur.
9. Timber products (beam / surround etc) will be supplied in accordance with the finish and colours on display in our showrooms. Timber is a natural material and EF&S cannot undertake to guarantee matching of furniture or against warpage or splitting after supply.
10. No variation to these terms and conditions whether verbal or written can be accepted unless confirmation in writing has been received by the customer.
11. Ownership of the goods passes to the customer only upon full payment of all monies. EF&S reserve the right of re-entry to recover goods in the event of non-payment or part payment. This could result in the removal of any installed fireplace or appliance installed by EF&S.
12. Where extra works are necessary to facilitate execution of work specified due to unforeseen circumstance EF&S reserves the right to pass on the cost of such work to the persons or company that instructed the installation.
13. Payment must be received within 2 working days of completion of installation. Where payment has not been received a fee of 1.5% interest per day will be charged until cleared payment in full has been received.
14. Warrantee rights are invalid where payment or part payment is outstanding
15. Warrantee repairs: Appliances or parts under warrantee will be repaired/replaced under the authority of the manufacturer. EF&S have no control over this matter.
16. EF&S cannot accept any responsibility for any chimney or flue deficiencies and we advise all chimneys/flues to be swept prior to installation. Where an issue arises from a non functioning chimney EF&S accept no responsibility for any appliances not performing correctly.
17. Please note that some manufacturers will not provide an extended warrantee without the appliance being serviced annually. EF&S offer this service at the cost of £100+VAT.
18. We recommend cowls are fitted on all gas and solid fuel installations to prevent chimney blockages. EF&S are able to supply and fit at an additional cost.
19. EF&S can only assume the gas supply is correct and accept no responsibility where upon installation the customers supply is not sufficient.
20. EF&S hereby reserves the right to vary /amend these terms and conditions without notification.
21. Where an install date has been agreed and the customer changes the agreed date without giving 7 days notice EF&S reserve the right to charge an installation fee of £1000 per day per fitter.
22. Where a booked installation cannot take place due to the customers own act or omission(eg no gas, incorrect/missing materials, buildings work incorrect or incomplete etc) preventing the installation from going ahead EF&S reserve the right to charge an installation fee of £1000 per day per fitter.
23. Where court proceedings are required to recover any outstanding monies all court costs, interest and legal costs will be added to the monies outstanding.
24. No regulatory certificates will be issued where payment or part payment remains outstanding.
25. Standard gas service charge is £120 incl VAT. Where a service is booked a non refundable deposit of £60 is required. If the service is successfully carried out balance is due upon completion. Where parts are required the service charge of £120 is payable on the day carried out. When parts are fitted, a service charge is required plus the cost of the parts.