

# TERMS AND CONDITIONS

## 1. Application

1.1 These Terms and Conditions shall apply to the provision of the goods and services detailed overleaf ("Services") by the Company, Premier Stoves and Fireplaces Ltd. a company registered in England and Wales under number 07434237 whose registered office is at Unit 4 Rushacre Enterprise Park, Redstone Road, Narberth, Pembrokeshire SA67 7ET ("Company") to you ("Customer"). No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the Company and the Customer.

1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

## 2. Estimates and quotations

2.1 Quotations for work are subject to these Terms and Conditions. A survey can be conducted upon request, prior to installation. There is a charge for this service. Alternatively an estimated price for installation and building work can be quoted and the price adjusted accordingly after installation. There may be considerable variation from the original estimate.

2.2 Where structural or other deficiencies in the fabric of a building, or problems are revealed during the work, that were not apparent in a survey, the cost for remediation, whether undertaken by premier Stoves and Fireplaces Ltd or others, are not included in the quoted price for the stove and/or fireplace installation work. These costs will include disruption and delays to work scheduled for the Company.

2.3 This quotation constitutes written acceptance and confirmation by the Company of the Customer's order for the Services (as agreed between the Company and the Customer).

2.4 Having issued this quotation which is a contractual offer to provide the Services, the Company agrees to enter into a contract for the provision of Services upon the Customer's written acceptance of this quotation and of these Terms and Conditions.

2.5 This quotation is valid for a period of 60 days only from the date shown overleaf unless expressly withdrawn by the Company at an earlier time.

2.6 Either the Company or the Customer may cancel the order for any reason prior to the Customer's acceptance (or rejection) of this quotation.

2.7 If the Customer wishes to vary any details of the Services it must notify the Company as soon as possible. The Company shall endeavour to make any required changes and additional costs shall be invoiced to the Customer.

2.8 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on behalf of the company.

2.8 If, due to circumstances beyond its control, the Company has to make any change in the Services or the arrangements relating to the provision thereof, it shall notify the Customer immediately. The Company shall endeavour to keep any such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances.

## 3. General

3.1 It is the customer's responsibility to ensure that adequate ventilation is supplied to the room in which the fireplace is located to comply with local Building Regulations and to ensure a good upward draught.

3.2 Whilst every effort is made during the design and fitting of fires, fireplaces or flue systems to ensure adequate draw and the inhibition of down draughts, the Company cannot guarantee that any such fireplace or flue system will draw or operate correctly, especially in areas of exposure to winds.

3.3 The company reserves the right to change or alter the specification of any fire, fireplace or flue system to be supplied or installed to comply with any applicable safety or other statutory or regulatory requirements or, where the goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

3.4 Delivery dates are quoted in good faith but the Company will not be liable for any loss or inconvenience suffered by the customer due to any delay in installation or delivery of any fire, fireplace or flue system however caused.

3.5 The excavation and installation of a fireplace and the sweeping of a chimney is necessarily dusty and dirty. Customers are advised to remove carpets, curtains, furniture and any valuables as the company accepts no responsibility for any damage caused by soot, tar, debris or dust etc.

3.6 The disposal of rubble and waste materials in respect of the excavation and fitting of a fireplace and any other building work, is the responsibility of the customer, as well as the refitting of carpets, skirting, woodwork and re-siting of electrical sockets, unless specifically itemised on the order details.

3.7 The Company will not be liable for any smoke damage caused to furniture, decorations or other property caused by incorrect draw on any chimney or flue system.

3.8 Natural substances such as stone, marble, slate etc. come ready polished, filled and stopped as necessary. Small fossils and shells and colour variations are an essential characteristic of limestone. Whilst the Company will make every effort to match materials, the company accepts no responsibility for naturally occurring variations in stone quality.

3.9 Where goods are accepted for return, a 25% restocking charge will be levied with a minimum £5 restocking charge.

3.10 Made to measure items cannot be taken back. It is the customer's responsibility to check that any dimensions quoted on made to measure orders are correct, and that the goods ordered are suitable for the planned application.

## 4. Customer Obligations

4.1 The Customer shall use its best and reasonable endeavours to provide the Company with access to any and all relevant information, materials, properties and other matters and to acquire any permissions, consents, licences or other matters which are required to enable the Company to provide the Services.

4.2 The Company shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Customer's failure to comply with the provisions of this Clause 4. If a lack of services or access delays commissioning or installation of a fire or fireplace, further visits will incur charges at a rate of not less than £60 a visit.

## 5. Fees and Deposit

5.1 The fees and charges ("Fees") for the Services are set out in this quotation.

5.2 In addition to the Fees, the Company shall be entitled to recover from the Customer reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the Services.

5.3 The Customer shall pay the Company for any additional services provided by the Company that are not specified in this quotation in accordance with the Company's then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between the Company and the Customer. The provisions of sub-Clause 5.2 shall also apply to such additional services.

5.4 The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5.5 The Customer shall be required to pay a deposit ("Deposit") as detailed in this quotation either at the time of accepting this quotation or within 30 days of acceptance.

5.6 If the Customer does not pay the Deposit to the Company in accordance with sub-Clause 5.5 the Company shall have the right to withhold provision of the Services until the Deposit is received or may terminate in accordance with Clause 9.

5.7 The Deposit shall be non-refundable unless the Company fails to provide the Services and is at fault for such failure (where the failure is not the fault of the Company, no refund shall be made).

## 6. Postponed, Delayed or Cancelled installations

6.1 Installation orders postponed or cancelled by the Customer at less than 48 hours notice will be liable for full payment of installation costs. Installation orders postponed or cancelled between 2 and 6 days prior to the agreed installation date will be liable for 50% payment of installation costs. These sums (the Postponement/Cancellation fees) become due on the planned installation date.

6.2 Postponed installations will continue to be liable for the full installation fee, in addition to the postponement fee, payable on the revised installation date.

## 7. Payment

7.1 Payment of any invoice issued by the Company in respect of this Contract is due immediately upon completion of the work involved. Any remedial work that is necessary to ensure that a chimney, flue or fireplace operates correctly or, for the elimination of downdraughts will, at the discretion of the Company, be invoiced separately, such invoice to be paid immediately upon completion of the work.

7.2 Legal and beneficial title of all goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the goods and any other goods and any other goods supplied by the company and the customer has repaid all monies owed to the Company, regardless of how such indebtedness arose.

7.3 Where invoices are not paid on the due date, the Company reserves the right to charge the Customer interest at the rate of 4% above the National Westminster Bank base rate from time to time on the amount outstanding until payment is received in full.

7.5 Receipts for payment will be issued by the Company only at the Customer's request.

7.6 All payments must be made in cash, or by debit card, or bank credit transfer unless otherwise agreed in writing between the Company and the Customer.

## 8. Sub-Contracting

8.1 The Company shall be free to sub-contract the provision of the Services (or any part thereof).

8.2 Where the Company sub-contracts the provision of the Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to the Customer.

## 9. Termination

9.1 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation.

9.2 The Company may terminate the provision of the Services immediately if:

- (a) the Customer commits a material breach of its obligations under these Terms and Conditions; or
- (b) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

## 10. No Waiver

10.1 No waiver by the Company of any breach of these Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.2 No failure or delay on the part of either the Company or the Customer to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

## 11. Liability and Indemnity

11.1 If the Company fails to perform the Services with reasonable care and skill it shall carry out all required remedial action at no additional cost to the Customer.

11.2 The Company shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations if such delay or failure is due to any cause beyond the Company's reasonable control.

## 12. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.

## 13. Communications

13.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

## 15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

## 16. Consumer Rights

Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a consumer.