

Flames

Terms of Sale

1 Interpretation

1.1 In these terms and conditions and the sales contract overleaf, "the Company" means the limited company whose details are provided overleaf; "Customer" means the person named as customer; "Goods" means the goods or any of them described and "sales Contract" means the contract for the sale by the Company to the Customer of the Goods.

2 Basis of the Sale

2.1 The Goods are sold by the Company to the Customer on the terms contained in the Sales of Goods Act 1979 as amended save and except as expressly varied by the Sales Contract and/or by these terms.

2.2 No change may be made to the Sales Contract unless agreed in writing.

3 Orders and Specifications

3.1 The Company may make any changes in the specification of the Goods which are required to conform with any relevant safety or other statutory requirements or which do not materially affect their quality or performance.

3.2 If the Customer (prior to delivery) cancels any Contract the Customer will be liable to pay to the Company up to 50% of the price of the Goods to cover loss of profit and expenses incurred and this will be deducted from any deposit paid by the customer. The Customer cannot cancel the Contract after delivery of goods from the supplier to the Company.

3.3 The Company may cancel the Contract at anytime before it notifies the Customer that the Goods are ready for delivery/collection if it is unable to fulfil the Sales Contract due to any cause beyond its control. In this event, the Company's only liability is to refund any deposit paid by the Customer.

4 Price of Goods

4.1 The price of Goods is set out in the Sales Contract.

4.2 Any additional specific charges for delivery or other services to be provided by the Company in respect of the Goods are set out in the Sales Contract.

4.3 In the event that during installation any gas pipe work in or around the Customer's property is found to be unsuitable/unserviceable and requires replacement, the Company will renew the same but only at the Customer's expense.

5 Terms of Payment

5.1 The terms of payment are:- 25% deposit payable on signing the Sales Contract, and 75% payable 7 days prior to supply/delivery/installation.

6 Collection/Delivery/Installation

6.1 The Company will notify the Customer once the Goods are ready for collection/delivery/installation - as the case may be.

6.2 Any dates quoted for collection/delivery/installation of the Goods are approximate only. The Company will use its best endeavours to meet any collection/delivery/installation dates quoted, however it shall not be liable for any delay or failure to meet the collection/delivery/installation dates quoted for reasons beyond the Company's control.

7 Risk and Property

7.1 Property/Title in the Goods shall only pass to the customer when the Company has received payment in full for the Goods.

8 Warranties and Liability

8.1 Nothing herein affects your statutory rights.

8.2 Any claim by the customer, which is based on any defect or failure in the Goods or in the provision of services in respect of the Goods, shall be notified to the Company in writing within 7 days from the date of delivery. Failure to notify us promptly could jeopardise the validity of your claim.

8.3 Provided that a claim is made as set out in 8.2 above, the Company's liability for the defect or failure or for any loss, injury or damage which the Customer may suffer directly or indirectly as a consequence (other than in respect of death or personal injury) is limited to, replacement of the Goods (or the part in question) free of charge, or to repair defects or failure, or to refund to the Customer the price of the Goods (or a proportionate part of the price).

8.4 The Company accepts no liability for any delay in performing, or any failure to perform any of its obligations in relation to the Goods, if the reason for the delay or failure was beyond the Company's reasonable control.

9 Installation

9.1 Chimneys must be swept prior to installation of a gas or solid fuel appliance in accordance with the Building Regulations. Carpets should be rolled back and furniture removed. The Company does not supply skirting boards or coving nor does it re-fit carpets. The Company is only responsible for the plastering work in the immediate area of the fitting of the fireplace to the wall. As some damage to wallpaper is inevitable, redecoration should be arranged after the fireplace has been fitted.

9.2 The Company is not liable for faulty or defective flues, chimney stacks and pots. All reasonable efforts will be made, on the date of any survey, or on the day of installation itself, to check the state and general condition of the same, but flues may be inaccessible, and a flue liner may be required, or cowls and/or air vents, to meet current regulations, in which case the Company can supply items as appropriate but at the Customer's expense.

9.3 In timber products, knots, burrs, figuring and varying grain patterns in the same piece are all natural and inherent factors and are to be expected/accepted. In natural stone products, there may be fossils, coal veins and other naturally occurring materials. In natural marble products, there will be random veining, each product being a product of nature, and are to be expected/accepted. All natural products vary in colour and pattern. Each individual piece is unique and may contain minor inconsistencies in colour and veining. These are all part of the beauty and character of natural products and should not be treated as faults.

10 General

10.1 The Company may procure the performance of its obligations by or through any sub-contractor where appropriate.

10.2 Any notice required or permitted to be given by either party to the other under the Contract must be in writing addressed to the other party at the address set out overleaf (in the case of the Customer) or at the branch at which the Purchase Order is placed (in the case of the Company).

10.3 No waiver by the Company of any breach of Contract by the Customer is to be considered as a waiver of any subsequent breach.

10.4 If any provision of the Contract is held by any competent court to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

10.5 The terms of the Contract are the only terms, which apply to the sale of Goods by the Company, and no other terms are incorporated into the Contract, (whether express or implied).

10.6 No liability is accepted by the Company in respect of Goods supplied by the Company in accordance with the Customer's own specification and/or measurements.

10.7 Nothing contained within the Terms of Sale does nor will affect your statutory rights as a customer.