

## UNDERSTANDING YOUR STOVE INSTALLATION

Below is a summary of our terms of business. When you accept our quote, it is deemed that you understand and are in agreement to these. Full terms and conditions can be found below.

Please take the time to read through the information below to ensure you're fully aware of a stove installation entails.

### What is included in our services.

- **Site Survey**, This required in order to assess the feasibility of installing a stove along with flue, hearths & surrounds. Experienced friendly advice on all aspects of your installations.
- **Supply of Stove, Liner & Stonework** – We have a vast list of suppliers that stock the our brands which are often available within a week of ordering.
- **Stove Installation** – We are an in house company that organise and manage your project from the initial knockout through to plastering your walls and everything in between.
- **Warranty** – All workmanship undertaken by us comes with a 1 year guarantee.

### What is excluded in our services

- **Gas pipes/ Central heating pipes** – This is the customer's responsibility to ensure all pipes are removed from within the builder's opening before work has started.
- **Decoration Works** – Upon the completion of plastering you will need to let this dry and then white wash the area before repainting.
- **Electrical Works** – We do not undertake any electrical works, we will advise you during our site survey if we see anything that will need to be removed, please note cables are sometimes buried within the wall and cannot be seen until the knockout has started.
- **Carpentry** – During our site survey it may be mentioned that the skirting boards or cornice may need to be removed.
- **Hired Access** – Our site survey will determine whether scaffolding or a cherry picker will be required on the day of installation. We will inform you of the cost involved.
- **Planning Consents** – it is the client's responsibility to confirm whether planning consent is required for your installation.

### Further Information

- **Chimney Sweep** – Please ensure your chimney is swept prior to installation.
- **Blocked Chambers** – if the flue liner cannot be installed due to debris or restrictions within the chamber there is an additional fee of £100 + Vat per hour. Decoration work may be required
- **Furnishings** – We ask that the room is clear of any small, soft, fragile furnishings our team will ensure to protect anything left within the room with dust sheets.
- **Dust** – Knockouts are dusty and do have soot stuck within. Our team takes no liability for any damaged caused by dust & soot.
- **Hearths & Surrounds** – These are installed level; this can create unexpected gaps between the bottom of the hearths and existing floor. This will require the attention of a floorlayer.

### Definitions:

“Conditions”

Means these terms & conditions

“Product”	Means any product placed for sale
“Personal Information”	Means the details provided by you on registration
“We/us”	Means The London Stove Company
“Website”	Means <a href="http://www.thelondonstovecompany.co.uk">www.thelondonstovecompany.co.uk</a>
“United Kingdom”	Means England, Wales, Scotland, Northern Ireland & Channel Islands
“You”	Means user of this website

## **1. Price and payment**

- 1.1. Payment of the Price (inclusive of VAT, if applicable, or any other sales tax, carriage, freight, postage or insurance costs) shall be made to the Supplier in two transactions. On placement of the order a 50% deposit is payable, the remaining balance is due on completion of the installation, in certain circumstances, at the discretion of the Supplier, the deposit will be calculated differently, this is particularly the case for made to order items.
- 1.2. Any cancellations by the Customer after acceptance of a quote will result in a charge of 25% of the total value of the good(s). This will either be deducted from the deposit payment, if one has been paid, or an invoice will be raised for immediate payment. The cancellation charge reflects the costs associated with terminating the contractual arrangement we will have entered into with our supplier and the administration costs incurred on your behalf. In each case 25% is considered and represents a genuine pre-estimate of our loss should you breach you contract.
- 1.3. If a change to the agreed installation date is made by the Customer within 7 days of the installation date the Customer shall be liable for the installation charge
- 1.4. Any typographical, clerical or other error or omission in any sales literature, Quote, price list, acceptances of offer, invoice or other document issued by the Supplier shall be subject to correction without any liability on the part of the Supplier
- 1.5. Goods and Title in the Goods does not pass to the Customer until the Supplier has been paid in full for the Goods

## **2. Goods and Services**

- 2.1. The Supplier shall deliver the Goods and Services to the Customer at the address identified in the Quotation. If applicable, the installation or delivery date and approximate time will be advised by the Supplier. The installation and / or delivery date are an estimate only and may change
- 2.2. The Supplier shall not be liable for any loss, either direct or consequential resulting for any delay in the delivery of the Goods and / or Services
- 2.3. The Supplier cannot accept responsibility in circumstances where the Customer relies upon a representative present at the time of installation and is not personally present. If the Customer is not on site when the survey is undertaken or when Goods and/or Services are delivered the installation or delivery will be completed in accordance with the Suppliers standard practices
- 2.4. Any roofing works required following the installation services provided by the Supplier are not included. It is the Customer's responsibility to arrange for roofing works to be undertaken. The only exception is where roofing works are itemised on the estimate or quote provided by the Supplier
- 2.5. Gas supplies and the termination of redundant supplies must be carried out by the Customer prior to the installation date. Termination / capping must be carried out by a Gas Safe engineer who should be advised on the reason for the work and will advise on the appropriate location for termination
- 2.6. The Supplier may engage a sub-contractor to perform any part of this contract

## **3. Access and Preparation**

- 3.1 The Customer Gas supplies and the termination of redundant supplies must be carried out by the Customer prior to the installation date. Termination / capping

- must be carried out by a Gas Safe engineer who should be advised on the reason for the work and will advise on the appropriate location
- 3.1.1 The necessary preparation of the premises including, but not limited to protection and dust sheeting of soft furnishing and carpets. Removal of valuable / breakable items. Dust is an inevitable product of the work undertaken, we will take reasonable measures to reduce dust created by our work but it cannot be avoided and in no circumstance will the Supplier be responsible for cleaning costs / charge
  - 3.1.2 Prior to installation any chimney to be used for Solid Fuel or a Gas Effect Fire (Class I) should be swept and smoke tested. The sweeping must be completed in accordance with the relevant British Standards and Approved document J. The chimney sweep should be formally qualified and a member of a recognised trade body such as the National Association of Chimney Sweeps or HETAS. A copy of the chimney sweeps report must be provided in advance of the installation and may be requested our installers on the day
  - 3.1.3 All wayleaves, licences, permissions and consents. For the avoidance of doubt this includes any planning permission, conservation area, listed building, freeholder or any other consents required. Any costs associated with this is the responsibility of the Customer
  - 3.1.4 Complying with any other requirements as set out in the Quotation or otherwise agreed between the Customer and Supplier
  - 3.1.5 Where the Suppliers works are part of a wider building or refurbishment project, the Customer is responsible for all liaison and interface with other contractors. If the site is deemed unsafe by the installers, other works relevant to the installation are not ready, or the work area is congested with other trades, the installation will be aborted and the fee of £600 excluding VAT will be payable prior to the Supplier scheduling a visit to complete the works
  - 3.2 Failure by the Customer to fulfil the above obligations may result in delay in the provision of the Services and the Supplier shall be entitled to recover any additional costs and charges it incurs as a result of such delay from the Customer as a debt due on demand
  - 3.3 If the Goods and / or Services are part of a general redecoration or refurbishment at the Customer's premises the customer is advised to carry out any wall and floor decoration after the Services have been provided
  - 3.4 If a finished floor covering is in place at the premises then the Goods will be fitted over such floor covering and at the Customer's risk
  - 3.5 The Customer shall be deemed to have accepted the Goods upon their delivery or installation. Any defects in the product once installed must be notified in writing within 48 hours of delivery / installation
  - 3.6 The Supplier shall carry out its work on a continuous basis during normal working hours and the Supplier's Quotation is on this basis. The Supplier reserves the right to make an additional charge to covers costs if special visits have to be made to the site or work has to be carried out in an uneconomical manner, if time is lost or additional expenditure incurred due to the Supplier's operatives being denied access to or waiting on site or having to return to site to commence or continue work
  - 3.7 Parking charges will be an additional cost recoverable from the Customer
- 4. Additional Works**
- 4.1 The Quotation details the scope of works provided by the Supplier. From time to time additional works not envisaged by the Supplier are required. For example, blockages or debris stuck in the chimney
  - 4.2 The Supplier will contact the Customer and advise of the cost for any additional works
- 5. Guarantee / Warranty**
- 5.1 The Supplier provides a guarantee of 12 months from completion of the Services

- 5.2 Where the Supplier is not the manufacturer of the Goods, the Supplier shall use its reasonable endeavours to arrange with the manufacturer on behalf of the Customer the repair, replacement or refund for the Goods for a period of 12 months from the date of delivery
- 5.3 The Customer will provide all information and support required to evaluate any alleged defect
- 5.4 The Goods must have been installed by the Supplier and be properly used and maintained throughout the guarantee period
- 5.5 Any extended guarantees period, beyond 12 months which are provided by a manufacturer will not be administered by the Supplier. The Customer is responsible for directing any claim to the manufacturer. We will provide reasonable assistance were possible.

#### **6. Limitation of Liability**

- 6.1 The Supplier shall not be liable to the Customer for any loss, costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods
- 6.2 Subject to this clause 6 and clause 5 all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, the Supplier grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law
- 6.3 The liability of the Supplier under this Agreement howsoever arising shall not exceed the Price

#### **7. General**

- 7.1 Nothing in these terms and conditions shall affect the Customer's statutory rights as a Consumer
- 7.2 Nothing contained in these terms and conditions shall be construed so as to limit or exclude the liability of the Supplier for death or personal injury as a result of the Supplier's fraudulent misrepresentation, negligent actions or those of its employees or agents
- 7.3 No variation to these terms and conditions shall be applicable unless agreed in writing by a Director of the Supplier

#### **8. Governing Law**

- 8.1 These terms and conditions shall be governed by and construed in accordance with the law of England and the parties hereto submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 9. Removal of Existing Fireplaces (mantels, cast iron inserts, tiles etc)
- 9.1 The Supplier has taken reasonable care and consideration when working on or around an existing fireplace. The Supplier cannot be held responsible for any damage incurred during the removal or adaptation of existing fireplaces

#### **10. Materials**

- 10.1 Marble, stone, slate and timber cannot be guaranteed for continuity of appearance as they are natural products. The Supplier exercises due care in the selection of products of an appropriate quality. However, unavoidable variations from the sample materials, or images may occur in respect of colour, grain, shade, or veining
- 10.2 Despite the Company's best endeavours installations may not be aesthetically perfect due to peculiarities in fireplaces, stoves, chimneys, hearths and buildings design & construction
- 10.3 The Customer accepts that unavoidable compromises may be necessary during installation.
- 10.3.1 Placing Manufactures requires & HETAS standards above minor aesthetic considerations

10.4 Until full payment has been made to the Company, all materials shall remain the property of the Company

#### COMPLAINTS POLICY

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be time where our customers may not be completely satisfied.

To ensure that we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction. As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on 07853 165 447 or email us at [info@thelondonstovecompany.co.uk](mailto:info@thelondonstovecompany.co.uk) and we aim to respond within 7 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.