



TERMS & CONDITIONS

NORTHERN FIRES & STOVES LTD

18 C CARSEGATE ROAD

INVERNESS, IV38EX

01463 236093

SC 307267

Acceptance of our quotations/and or placing an order is also acceptance of our terms and conditions, which are:-

GENERAL

- In the following terms and conditions - we: our: us: Northern Fires & Stoves: and the company: refers to "Northern Fires & Stoves".
- Northern Fires and Stoves Ltd retains legal and beneficial title of all Goods until complete payment received for all Goods and Services.
- Northern Fires & Stoves is a retail showroom and qualified installer. Any advice given verbally or in writing is solely based on the information provided to us, and we take no responsibility for any work carried out which is non-compliant as a result of advice given.
- Northern Fires & Stoves does not accept ANY responsibility or liability where customers / buyers choose to install products themselves or use non-competent/qualified persons to install upon their instruction.
- Product warranties (and insurances) may also be invalidated where products are incorrectly installed and /or installed by non-competent/qualified persons.

1. PAYMENTS

- 1.0 Payment can be made by cash, Bank transfer, credit/debit card or cheque only. Payments by cheque will require a clearance period before any sale only items can be collected.
- 1.1 A nonrefundable deposit, agreed at the time of the accepted quotation, is required on all orders placed.
- 1.2 On all orders where deposits have been received the balance is to be paid on the day of completion of the job and or delivery of the goods ordered
- 1.3 The title of the goods remains that of Northern Fires & Stoves until paid for in full.
- 1.4 If a client fails to pay an invoice within 14 days, we reserve the right to charge the Royal Bank of Scotland base rate plus 1% per day (or part thereof) for outstanding accounts.
- 1.5 If a client fails to pay an outstanding invoice, we reserve the right to withdraw from any provision of services and cancel any future services which may have been ordered, or otherwise agreed by the client.
- 1.6 All payments must be made in pounds sterling (£).
- 1.7 We retain all legal and beneficial title of all items listed on any invoice until full payment of an invoice has been made.

2. QUOTES

- 2.0 Quotes are valid for 28 days, after which we have the right to amend or adjust the quote.
- 2.1 We have the right to refuse work after a quote has been supplied.
- 2.2 All quotes are supplied in good faith on the basis of what can be inspected during a survey. Northern Fires & Stoves accepts no responsibility for any issues which arise during installation which have not been previously quoted for (example – lining a chimney which is blocked by a birds nest). Any such issue would be an additional cost.

3. INSTALLATION

- 3.1 Once an order has been placed and a deposit is paid, we will be in touch to book a suitable installation date. Installation dates are given in good faith, however, we cannot be responsible for issues which are out of our control (an example of such a delay would be adverse weather conditions or road closures).
- 3.2 Installation which takes less than the estimated time in our quote, shall be invoiced at our quoted cost.
- 3.3 Installations which have been modified by a client or others will invalidate our warranty and the manufacturer's warranty.
- 3.4 Local authority approvals; it is **NOT** the responsibility of Northern Fires & Stoves to seek approvals and we shall not be held responsible in any respect for any installations carried out without the required local authority approvals. Any remedial work to remove installations where approval has not been granted shall be at an additional cost.
- 3.5 It is advisable to have your chimney swept, if applicable, prior to a new stove being fitted. Northern Fires & Stoves are not responsible for soot damage from an existing chimney to either floor coverings, furnishings or painted surfaces. We advise that any valuable or easily damaged items be removed from the room prior to the commencement of the installation. Where disruption is caused by us to walls during the installation we undertake to make good but liability for re-decoration is excluded.
- 3.6 Every care is taken when works are carried out around a property or on a roof, however if the structure or roof is in poor condition, (loose ridge tiles, rotten battens, loose slates, poor masonry) Northern Fires & Stoves cannot be held responsible for further damage to tiles, slate, felt, battens lead etc.
- 3.7 Where the quote/estimate includes the cost of a liner and during the installation it becomes evident that a liner will not pass down the chimney flue due to obstructions, any additional work undertaken to clear the obstructions will be charged for as an additional cost.

4. PRODUCTS

- 4.1 Products shown in brochures are for illustration purposes only, and we encourage viewing of these products.
- 4.2 Products sizes are subject to tolerances which can differ between manufacturers. We will not be held responsible for difference of sizes which are within tolerances.

- 4.3 Product brochures showing gas or electric fire flame pictures are for illustration purposes only and do not always show the exact flame effect. Northern Fires & Stoves takes no responsibility for satisfaction of flame picture when buying from a brochure.
- 4.4 Product brochures showing colour options are for illustration purposes only, and may not be exact to the end product. Samples of colour options are available on request. Northern Fires & Stoves takes no responsibility for satisfaction of colour when buying from a brochure.
- 4.5 Natural stone products will **not** be perfect in finish as these contain marks, veining, fissures, and colour differences which are unique to each individual piece of material. Northern Fires & Stoves takes no responsibility for products which have such markings in their natural material. Some natural stone products such as limestone are recommended to be “sealed” using a stone sealer on an annual basis.
- 4.6 Natural wood beams/mantels may have cracks and/or shading differences. These are natural products which are subject to temperature expansion and contraction, and a “drying out” period which is to be expected of a natural wood product.

5. WARRANTY

- 5.1 Installations carried out by Northern Fires & Stoves will have a two year warranty. This warranty will be subject to having a chimney swept (if applicable) on an annual basis or sooner when required. This warranty will be subject to having the appliance serviced on an annual basis; an example of this would be a gas fire or boiler. This warranty does not cover wear and tear through normal use of an appliance; an example of this would be a flue collar which requires re-sealing after a period of time. If we visit to look at an issue with your liner/chimney/stove after installation and it has a build-up of tar or soot etc caused by burning incorrect materials, or misuse of the stove/product, we will not be held responsible for rectifying this issue, and may be chargeable. Proof of annual maintenance/service by a qualified chimney sweep will need to be shown
- 5.1.1 Northern Fires & Stoves two year warranty applies to installations only, and only covers the installation, manufacturers have specific product warranties for goods supplied.
- 5.1.2 Northern Fires & Stoves warranties are non-transferable.
- 5.2 Products supplied by Northern Fires & Stoves will have their own warranty, set out by the manufacturer, and do not include any wear and tear items as specified by

the manufacturer. Examples of this on stoves are – glass, bricks, rope seals, baffles. In most cases these warranties are non-transferable.

- 5.3 Warranty on flexible flue liners are manufacturer specific and include the cost of product replacement only, and do not include the cost of removal and re-installation. Proof of annual sweeping will be required on any warranty claim.
- 5.4 Warranty on flexible flue liners are only applicable to failure due to defect, and does not include failure due to miss-use such as; over firing of the appliance, incorrect fuels, chimney fires, or incorrect installation.
- 5.5 Faulty goods shall not form the subject of any claim for labour costs or other expenditure incurred by the buyer and we shall not be responsible for any loss or damage arising out of any such fault. In addition, any defect in, or failure of, the goods, or any loss, injury or damage attributed thereto is limited to the cost of replacement of the goods
- 5.6 Northern Fires & Stoves cannot be held responsible in any way for any goods incorrectly or illegally fitted. The company has no control over how the consumer chooses to fit or use such items. It is the responsibility of the consumer to check current building regulations or Hetas guidelines in relation to their own specific installation.
- 5.7 Items delivered must be checked/inspected and any damages reported within 48 hours of delivery. Northern Fires & Stoves will not be held responsible for damaged goods reported out with this period.
- 5.8 Manufacturer's instructions must be read and adhered to before first use of any appliance/product supplied by Northern Fires & Stoves.
- 5.9 Northern Fires & Stoves carefully chooses what products we sell, and all sales are made in good faith. However, we cannot be held responsible if a manufacturer discontinues the sale, or spare parts of a product. We also cannot be held responsible if a manufacturer/supplier goes out of business causing a supply issue with on going after sales care/warranty or spare parts.

6. RETURNS

- 6.1 Non stock items may not be returned unless agreed in writing by Northern Fires & Stoves.
- 6.2 Bespoke order products cannot be returned and deposits on these items are non-refundable. Examples of these are – beams, fireplaces, mantels, hearths.

- 6.3 Stock items which have been purchased incorrectly or by mistake by a client may only be returned if agreed by Northern Fires & Stoves, and will be subject to a re-stocking charge (normally 25%).
- 6.4 Where an item has been delivered, the cost of returning an item (if agreed) will be at the consumers expense.
- 6.5 Where an agreement has been made to accept a return on an item, this item must be in “new” condition, in the original packaging and free from any damage. We cannot accept returns on products which have been used.

7. TERMINATION

- 7.1 Where a client has paid a deposit and wishes to terminate the agreement before agreed works or supply of goods, deposits are non-refundable, unless otherwise agreed by Northern Fires & Stoves. This specifically applies to bespoke order products once an order has been placed and the product put into production.
- 7.2 We may terminate a contract if a client becomes bankrupt, or enters an insolvency agreement.

8. SUB-CONTRACTING

- 8.1 We shall be free to sub contract the provision of services if and where required.
- 8.2 We shall ensure any sub-contractors are reasonably skilled and qualified where required.
- 8.3 We shall ensure that sub-contractors do not pass on any additional costs other than set out in our quote/invoice.

9. LAW & JURISDICTION

- 9.1 These terms and conditions will be governed by, and construed in accordance with the laws of Scotland.
- 9.2 Any dispute, controversy, proceedings or claim between the seller and the buyer relating to these terms and conditions shall fall within the jurisdiction of the courts of Scotland.

