

SUSSEX WOODSTOVE SERVICES - (TERMS & CONDITIONS of BUSINESS – 2016/17) –

Note that prices may be varied without notice

A) GENERAL

(a) **Sussex Woodstove Services** is the "**Company**", and the purchaser is the "**Customer**". Any documentation for proposed goods or services is the "**Estimate**" – The Company enters into Estimates only supported by the Company's printed documentation. Suppliers of Goods and Services to customers, other than supplied by the Company are "**Other Suppliers**" and are in no way associated with the Company and its Estimates. The Company accepts no liability for and may not legally sign-off any works other than those undertaken and completed by the Company. The Company never recommends, refers or suggests the use of specific Other Suppliers, but may indicate suitable trade associations to Customers.

(b) Non-stock Goods ordered for the Customer are sourced by the Company for the Customer and the Company insists that there can be no right for the Customers to cancel or withdraw after materials have been partially or fully paid for.

(c) Refunds for cancelled orders are subject to a 25% of the retail price for handling and restocking of unused parts & materials. No refunds are available for unpacked or used stoves, or for any used parts or materials.

(d) The Company enters into Estimates with the Customer solely on these Terms & Conditions, and no representation or warranty, collateral or otherwise, shall bind the Company and no statement made by any Representative of the Company shall vary these conditions unless printed and signed by the Company. In accepting opinions, publications, Estimates, goods or services from the Company, Customers accept that all such are controlled by these Terms & Conditions.

(f) Any works undertaken are conditional upon site-surveys by the Company, paid or unpaid. If considered unfeasible or unsafe to carry out works on the terms specified, the Company will notify the Customer, whereupon any Estimate shall be null and void and neither party shall be under any liability and any visit fees will not be refunded. Provision of any Estimate implies no future commitment by the Company to supply or install a stove or to undertake any associated works.

(g) Chargeable works:

1. **Visit Fees for Surveys: Mileage:** £1 per mile, one-way **minimum £25**. Surveys: **Existing chimney £50. No Chimney: £65. Existing Installation issues: £75. Survey Reports for existing installations from £75 per hour**

The Company may vary fees at the Company representative's sole discretion. Fees variation if any will depend on the complexity of the Estimate and the time spent on-site. Paying customers must be present during inspections.

Repairs & Servicing £75 per man-hour minimum £75 plus parts, plus £1 per mile one-way min £25.

Stoves & materials customer-supplied at customer risk will carry a **25% Materials-handling surcharge** based on value.

Dangerous Installations that cannot immediately be made fully compliant will be issued a HETAS Warning Certificate & Estimate, and must not be used until rectified. **The minimum fee will be mileage@ £1 per mile min £25 plus £75.**

Other risks discovered during works by the Company including but not exclusively structural issues, vermin, smoke/fumes penetration, electrical, gas, asbestos, at-risk combustibles, hazardous substances may require Delays

Delays The Company may back-reschedule works if unknown issues arise - time spent is billable at **£75 per man-hour**, with rescheduled days fully payable. Rescheduled days will not take precedence over other Customer bookings. **Legal & 3rd party survey Visits & Reports: £75 per hour, minimum £225** (on-site or office-based time) plus expenses, plus £1 per mile one-way minimum £25 for each site visit.

2. **Estimates are always by printed document**, accompanied by **Terms & Conditions**, through postal systems and/or emails. The Company does not recognise Estimates other than those that were delivered by post in writing.

Estimates are open for acceptance for 28 days after which the Estimate is no longer valid, unless agreed by the Company in writing.

The Company issues Estimates, never Quotations, due to unpredictable complexities in properties.

Provision of an Estimate does not commit the Company to supplying goods or services to the Customer. Estimates are offered for

Customer's guidance and are not for use by other parties without the Company's written authorisation.

Estimates may summarise situations and omit issues that are unknown during the Estimate visit, so must not be taken as fully definitive of the works or the total charges. Guidance documentation produced by the Company must be considered generic and neither for the specific guidance of Customers nor Other Suppliers, nor for comparative pricing. Estimates will specifically include the known and priced works potentially to be undertaken by the Company.

Anything not expressly included in the Estimate may have to be agreed and charged for as Variations determined by the Company or requested by the Customer - these will result in written Estimate Variation dockets being presented for Customer agreement before continuing with the works and some variations may be unavoidable once work commences. Legislative changes at any time after Estimate issue affecting an Estimate shall also be considered "Extras" or variations e.g. VAT rates, changes to regulations, air-vent requirements, Carbon Monoxide alarms, etc.

3. The Customer is responsible for compliance with Planning or Listed Building Regulations, and for confirming such compliance to The Company in writing. No responsibility for Customers' failure attaches to The Company.
4. The Customer in receiving these Terms & Conditions accepts any and all legal and financial ramifications resultant from Customer's failure to comply with any and all applicable local authority regulations and sign-off requirements.
5. The Company's HETAS Registration reference is #1413 and Company's Representatives are trained, certificated and registered HETAS engineers for the types of work to be undertaken by the Company, carrying HETAS id-cards.

h) Payments

1. Full payment for a new stove under a separate contract is required before setting any Installation date. Special order stoves must be pre-paid and may be subject to manufacturers' delivery delays of between 14 days and 3 months.
2. Payment for surveys, maintenance and all works are due in full by Cash or Cheque or by Bank Transfer before the Company Representative leaves the customer's premises and without exception.
3. When a stove is bought other than from The Company a 25% handling charge will apply. If the Company agrees to fit the stove, a Deposit of 50% of the Installation Estimate is due at least 7 days before the proposed Fitting Date.
4. For all new installations, the Balance due under the Estimate plus any "Extras" discussed and agreed outside the specific Estimate detail are immediately due on delivery of parts or on the completion of the works.
5. Where an Installation proceeds by Stages, full payment is due to the Company at the completion of each Stage as defined in the Estimate and without exception.
6. The presence of any alleged defect shall not constitute a reason for withholding payment. Any costs of pursuit of the Customer incurred by The Company for outstanding payments will be charged and without exception.
7. The Company will seek to agree to and/or rectify any alleged defect with the Customer post-installation, only provided that all payments due to date have been made to the Company and no payments have been stopped.
8. Unresolved issues between the Company and the Customer shall be settled through the "HETAS arbitration scheme" and/or the "WSCC Buy With Confidence" mediation scheme.
9. Without exception, any unpaid invoices, withdrawn bank transfers and dishonoured cheques and will incur immediate penalty payments of £150 plus pro-rata at 10% per annum for each month or part-month of delayed payment.
10. There is no exception to the Interest due and penalty payment clauses above and this condition will be rigorously enforced in English Law. Failure to pay in full may lead to criminal prosecutions.

B) PERFORMANCE

The Customer

(a) Agrees to give free and unrestricted access at reasonable times to the Company's Representatives to carry out surveys and works. Unless the Customer pre-notifies the Company in writing at the date of order that the agreed date may be variable and the Company accepts this in writing, the Customer must give access to the Company or accept delivery on the agreed date. In the event of such access not being given, then at the entire discretion of the Company, the Company may treat the situation as Customer's Breach of Contract, and seek damages that may amount to the full estimated price of supply and services plus the legal and other expenses necessarily incurred to recover the debt.

(b) If problems become apparent, which were not be foreseen by the Company's Representatives, then the Company shall have the right to advise the customer to seek suitably qualified professionals to provide written recommendations; such recommendations to be implemented by the Company or by Other Suppliers and solely at the Customer's expense, as soon as possible, to enable the Company to proceed safely with its work.

(c) Agrees to pay on demand the amounts scheduled for all visits and works in respect of Estimates for goods or services whether in full or in respect of any reduced amounts as agreed with the Company for customer cancellation.

The Company

(a) Is licensed & insured to supply, install, repair and service solid fuel stoves and chimneys in domestic and commercial premises. It is not currently licensed & insured for caravans, mobile homes, houseboats and other water-craft.

(b) Undertakes to use its best endeavours to adhere to any date discussed with the purchaser, but time shall not be of the essence of any works and the Company shall not be liable in respect of any delay in installation caused by reasons beyond the Company's control; nor for any consequential loss, resulting therefrom. If work is not completed within the delivery period stated in a written Estimate, the Customer may serve written notice on the Company, requiring works to be completed within such an extended period as the Customer may specify: in general, the Company would accept 28 days as being reasonable, with the proviso that the Estimate may at that time be varied by the Company.

(c) If the work is not completed by the Company within such extended 28 days, the Customer may cancel the uncompleted works covered by the contract, without further penalty to the Customer, by serving written notice to that effect on the Company before the 28th day. Any Customer payments for goods and services supplied to-date will be billed to the Customer and if pre-paid these will be retained by the Company.

Other Suppliers of Goods & Services

(a) The Company under no circumstance refers or recommends Customers to any Other Suppliers for goods or Services. Information concerning other companies whose services have been used by other Customers is to be taken as hearsay.

(b) The Company in no way recommends or endorses the Customer's involvement with or direct employment of anyone other than HETAS-registered representatives of the Company for solid-fuel heating-related works.

(c) The Estimate may outline tasks to be undertaken other than by the Company. These may include but not exclusively, Asbestos related works, Gas, Oil, Plumbing, Plastering, Electrical, Survey, Structural and other Construction works. Such works where sign-offs are required by law either by Other Suppliers or by Building Control shall be available on request in copy for retention by the Company.

(d) Works to be undertaken by Other Suppliers will not be fully detailed by The Company and must be specified and agreed between the Customer and Other Suppliers in accordance with all relevant regulations and properly signed-off.

(e) The Company shall be in no way held responsible for the thoughts, words, deeds or omissions of other equipment or materials' suppliers, or other services' suppliers.

(f) Legal responsibility for verification of the necessary qualifications and quality of other equipment, sign-offs, materials or Other Suppliers works shall reside solely with the Customer with no responsibility attached to the Company.

(f) Where non-HETAS full or partial installations are planned, or where non-HETAS-approved older stoves are involved, the prior approval, on-going supervision and final sign-off must be by a Local Authority Building Control Officer (BCO).

(g) UK Solid Fuel "Dry-System" installations must be undertaken by HETAS fitters working for and registered to another HETAS Registered Company, or the work must be done under BCO supervision and signed-off by the BCO.

(h) UK Solid Fuel "Wet-Side" standalone and integrated systems are **not** installed by the Company. HETAS Plumbing Engineers are required, or the work must be done under BCO supervision and signed-off by the BCO.

C) MATERIALS

(a) All materials supplied and/or fitted by the Company will comply with HETAS recommendations & relevant BS/EN specifications, being of good quality fit for use and suitable for installation under those recommendations.

(b) Minor blemishes & imperfections in goods and materials that do not impede performance or safety are in the nature of stoves & chimney parts, and are not covered by any warranty. This does not affect your statutory rights.

(c) Despite the Company's best endeavours installations may not be aesthetically perfect due to peculiarities and dimensions in fireplaces, stoves, chimneys, hearth and building design, construction, materials and associated natural aspects.

(d) The Customer by accepting an Estimate explicitly accepts that unavoidable compromises may be necessary during installation placing Building Regulations and HETAS standards above minor and aesthetic considerations.

(e) Until full payment has been made to the Company, all materials supplied by the Company shall remain the property of the Company. Penalties for non-payment apply and are defined in these Terms & Conditions.

D) REGULATIONS

(a) All Materials supplied by The Company will comply with HETAS & Building Regulations. Installations will comply with HETAS & Building Regulations and cosmetic considerations are excluded.

(b) HETAS Certificates of Compliance with Building Regulations will only issued once full payment has been made on-site to the Company. Under HETAS regulations, the Company legally may not and will not sign off works other than its own.

(c) When the Company detects faulty or illegal installations that cannot be remedied immediately, where possible the Customer will be asked to sign an acknowledgement document that the faults have been notified to the Customer.

(d) The Company may without a Customer's approval mark defective installations with a WARNING label, but will always record defects in a HETAS WARNING FORM, and within 7 days issue an Estimate for rectifications work necessary

E) WARRANTY

(a) Warranty exclusions apply to service-replaceable stove and flue parts including door and glass seals, glass, grates, fuel retention bars, ash-cans, register plates, sweeping accesses and seals, stove linings, dampers, closing plates, flue outlets, baffles, tools, door seals and door latches and to any part of the stove or chimney damaged by excess heat, chimney-fires, house-fires, abuse, misuse, water-damage, adverse weather or any action by Customers or Other Suppliers

(b) Manufacturer warranty covers any materials proven defective as a result of faulty manufacture, **excluding labour charges**. The Company's workmanship warranty is **12 months**, provided that nothing has been disturbed by Other Suppliers.

(c) Interference with or modification to the Installation undertaken by other persons, including damage due to accident or misuse and faults or premature deterioration resulting from misuse or abuse or the use of inappropriate & damp fuels invalidates the Company's and the manufacturer's warranty on stoves & chimneys. The Company may at its sole discretion decline to service or repair stoves & chimneys, or make significant extra charges for rectification and/or replacement.

(d) Customers' failure to correctly use and maintain Stoves and Installations are excluded from Warranty. The Company may increase the hourly charges for service calls of this nature, or may refuse to rectify such related issues.

(e) The Company will assist Customers attempting redress from Manufacturers for rectification charges that remain due on demand and are payable by the Customer to the Company regardless of the Manufacturer redress outcomes.

(f) Warranty by the Company applies only to the original Customer not to the site, and is neither extendable nor transferable to any other party. Manufacturers may agree or not to transfer their warranty at Customer's requests.

F) ACCEPTANCE & CANCELLATION

(a) The Terms & Conditions shall not be construed so as to unfairly limit the statutory rights of Customers or the Company whose acceptance of an Estimate implies full acceptance of these Terms & Conditions

(b) Purchase Contracts for stoves are made only at the Company premises. Installations based on Estimates are to be taken as agreed only at the Company premises and as described in writing in the Estimates.

(c) If works are cancelled by the Customer, then at the discretion of the Company upon the Customer's Breach, the Company may seek to recover reasonable damages as a penalty plus all associated legal and other costs.

(d) If the Company, at the Company's sole decision, cannot complete an installation due to building structure or health and safety issues, then at the discretion of the Company any pre-payments may be refunded to the Customer in part or in full.

(e) Cancellation by a Customer with or without penalty may be achieved by written notice to the Company by Recorded Delivery.

(f) These Terms & Conditions are displayed in Company premises, are available on The Company website, are attached to all paper & email correspondence and are specifically called to Customers' attention in all Estimates and correspondence.