

## Terms & conditions

All quotations and contracts made by Kimberley Fireplaces and Stoves and our installations by Living Flame Interiors, shall be deemed to incorporate the following terms and conditions, in any purchase and or installation. No other agreement, reservation, promise, undertaking or understanding of any kind verbal or otherwise shall form part of or alter, vary, supersede or operate as a waiver to the stated terms of business unless expressly made or accepted in writing by Kimberley Fireplaces and Stoves.

Quotations are valid for 3 months from the date of issue unless a discounted package deal in which will be stated on the estimate. Although we base our quotations on a fixed price that reflects a realistic expectation of final cost based on our experience, on rare occasions unexpected problems can occur which cannot be foreseen before the installation is underway. We therefore we reserve the right to charge for any additional materials and labour incurred due to unforeseen problems or due to difficulties in obtaining sufficient information prior to quotation.

Occasionally the aesthetics of the finished look may have to be discussed after work has started if unforeseen structures or pipe work become apparent, so to meet HETAS or Gas Safe standards.

We will require a booking deposit which is agreed at the time of the quote acceptance to cover the materials to be ordered. Once a deposit has been paid in relation to the quotation that has been emailed or handed in person from us, the quotation has been officially accepted. Payment of the balance and the installation cost will be due on the day of completion of the installation. VAT is chargeable on all goods supplies at prevailing rates. If the order is cancelled prior to installation by the customer, the deposit paid is non refundable and where applicable any re-stocking charge levied by the manufacturers to return the stove and materials. All goods remain the property of Kimberley Fireplaces and Stoves until payment is received in full. Payment is accepted by cash, debit card, credit card or bank transfer. We will generally only install stoves that are supplied by ourselves. The stoves are covered by the respective manufacturers' guarantee and this may vary depending on the manufacturer. Glass and door seals are not generally covered under the manufacturers' guarantees and therefore care should be taken in using the doors. Stoves should be used in accordance with the manufacturers' recommendations and general mis-use will not be covered under any guarantees.

We are HETAS and Gas Safe registered installers and where relevant, following completion of the installation we shall issue a certificate to cover the work undertaken together with a data plate which should generally be fixed near to your electricity consumer unit (fuse box) or fireplace recess. Please note that planning permission may be required with respect to some installations as well as listed buildings consent and it is the customers'

responsibility to obtain any requisite permissions prior to the installation. We accept no liability for any rectification work required by a planning authority where permission has not been granted prior to the installation.

Whilst reasonable care will be taken to ensure that property and furniture are not damaged during the installation (we will cover carpets and furniture in the room with dust sheets), we cannot guarantee that all soot, dust and debris can be contained. 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 including the re fit of carpets.

We recommend that a chimney flue is lined with a stainless steel flexible liner to suit either solid fuel or gas, or a twin wall system is installed if no chimney is present to meet HETAS or Gas Safe standards so to ensure that the stove or fire performs efficiently and any risk of flue gasses escaping are eliminated. The liner will also aid sweeping to ensure that the flue is kept free of soot and tar build up. If disruption is caused by poor maintenance and use of the appliance or chimney which includes burning of non recommended fuel, we do not accept any liability. Wood burned on a stove must be properly seasoned and have a moisture content of less than 20%. Coal burned on a multifuel stove should be smokeless and clearly labelled as smokeless from the manufacturer it is purchased from. We recommend annual sweeping and servicing of your chimney and appliance to maintain safe removal of gases and to maintain your flue liner/chimney system and appliance. If smokeless coal is your preferred fuel to be burned then we recommend a 6 monthly sweep.

Where the 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 may be charged for as an additional cost.

Where construction work is undertaken to enlarge a fireplace, the removal of a chair fire brick and mortar benching can allow rain water which would previously have been absorbed by the mortar to trickle into the fireplace. This problem may not have been previously evident. Water ingress is possible if the chimney does not contain a lead tray or if the mortar joints in the stack or the flaunching are degraded. Additionally, brickwork itself can become porous and allow water to pass through with constant heavy rain. We accept no liability for this type of problem becoming evident after our work is completed.

If we have been contracted to perform a chimney sweep: There is a possibility a soot fall may occur if your chimney / flue has had excessive use / wrong fuels burned and/or the chimney flue hasn't been swept

regularly. By contracting us to perform a sweep knowing this, we cannot be held responsible for the soot that we cannot contain. We highly recommend that you prepare your property for this by using sheets and / or plastics to protect any furniture. Any items of high value are recommended to be completely removed from the room where the appliance / chimney / flue is located.

Kimberley Fireplaces and Stoves reserve the right to refuse to sweep any chimney / flue.

Work carried out by Kimberley Fireplaces and Stoves/Living Flame Interiors is guaranteed for 2 years from the date of completion.