

FUSION THE FIREPLACE AND STOVE SPECIALISTS

TERMS AND CONDITIONS OF SALE

1. Interpretation

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

1.2 The headings are for convenience only and do not affect interpretation.

2. Basis of the Sale

2.1 The Goods are sold by the Company to the Customer on the terms contained in the Sale of Goods Act 1979 (as amended) 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 by the Company.

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 expense 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 reasonable 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 set out in the Sales Contract.

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

5. Terms of Payment

5.1 The terms of payment are:- 40% deposit payable on signing the Sales Contract, final balance due 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 delivery/collection/installation of the goods are approximate only. The Company will use its best endeavours to meet any delivery/collection/installation dates quoted, however it shall not be liable for any delay or failure to meet the delivery/collection/installation dates quoted for reasons beyond the Company's reasonable control. Time is not of the essence.

6.3 If the Customer fails to take delivery of the Goods within two weeks after being notified that they are available for collection or delivery, the Company may, without prejudice to any other right or remedy, sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the Contract. The Company will be able to retain any deposit paid by the Customer up to the amount of the shortfall.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods passes to the Customer.

7.1.1 In the case of Goods to be delivered at the Company's premises, (ie: supply only goods) on the date of notification of delivery and readiness for collection: or

7.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

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

7.3 Until property to the Goods passes to the Customer, (a) the Customer hold the Goods as the Company's bailee and must keep the goods properly Stored, protected and insured, and (b) the Company may at any time require the Customer to deliver up the Goods to the Company.

8. Warranties and Liability

8.1 Nothing contained under section 8 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, re-decoration should only be arranged after the fireplace has been fitted. The company is not liable for any electrical installation inc sockets

9.2 The Company is not liable for faulty or defective flues, chimney stacks and pots/ All reasonable efforts will be made, on 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 cowl and/or air vents to meet current regulations. the Company can supply items as appropriate but at the Customers 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 natural 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 of natural products

10. General

10.1 The Company may at its discretion procure the performance of any of its obligations or the exercise of any of its rights under the Contract by or through any other party 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 where the Purchase order is placed. (In the case of the Company)

10.3 No waiver by the Company of any breach of the 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 in the Contract are the only terms, which apply to the sale of the 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 Customer's own specification or measurements. Nothing contained within the Terms of Sale does nor will affect your statutory rights as a consumer.