



Esher Fireplaces Ltd.

GENERAL TERMS AND CONDITIONS

The term "Client" herein used shall where applicable include the General Contractor and the term "E.F." shall mean Esher Fireplaces LTD.

CONDITIONS TO FIREPLCE FITTING

Site Requirements;

1. We require the free use of the "Client's" water and electrical supplies when or if required.
2. If our operatives consider that the weather conditions are unsuitable e.g. too dangerous for safe working then "E.F." will inform you and leave the site. You will not be charged any extra time lost in this way.
3. Prior to installation; area of installation is clear of furniture and ornaments atop the fireplace and fragile items have been removed. Dust sensitive items have been covered or removed i.e. televisions, computers, pianos etc. No liability can be taken for goods damaged where proper care has been taken.
4. Please ensure space is allocated for our vehicle outside the property of installation. If parking is an issue please inform us as soon as possible.
5. Televisions and other electronic devices are strongly not recommended to position above fireplaces. Should a client decide to position their appliance above the fire "E.F." holds no responsibility.
6. "E.F." do not replace skirting board where it has been affected during installation.
7. Should "E.F." use an existing brick built chimney, the condition and integrity of the flue are beyond the control of "E.F.". These details are not always obvious at the time of Initial Survey. Please refer to Point 3.
8. Where Gas is adjacent it is assumed live. Extra costings will be incurred to put live Gas on as well as extending from another point.
9. All rubbish including building materials must be disposed of by the Client at their cost.
10. All chimneys are to be swept prior to installation at the Clients cost.

Works;

1. "E.F." reserves the right to recommend additional variation(s) in the specification if they consider that it would be in the best interest of the "Client". Any alteration in price would be given prior to work being carried out.

2. All prices for goods and services are firm, irrespective of the time from order to time of completion.
3. Unless otherwise stated in our quotation, it allows for the work to be carried out during our normal working hours.
4. Whilst we always aim to carry out installations on the agreed date, the material and products ordered are subject to delivery times, courier punctuality and stock availability. Therefore "E.F." cannot be held responsible should installation need to be postponed. Should this occur "E.F." commits to inform with 24 hours of the agreed time where possible of our notification.
5. "E.F." reserves the right to charge where extra works are necessary to facilitate proper execution of work specified. These works may become apparent after work has started that may not have been obvious at the time of survey.
6. Should the removal of an existing Fireplace be part of the works, the condition of the behind wall
7. No variations whether verbal or in writing can be accepted to this contract unless confirmed by the Head Office.
8. Sketches and photos where given are for illustrative purposes only and do not form a part of this agreement.
9. This contract is subject to survey and shall be deemed to have been entered into upon acceptance by "E.F."
10. "E.F." cannot be held responsible for the condition of an existing fireplace when removed or supplied by the client directly.

Products;

1. Where natural materials are involved in the project, "E.F." cannot guarantee colour or against the presence of natural inconsistencies e.g. fossils, veins etc. which are completely beyond their control. Whilst we always endeavour to order materials from the same batch number, shade variations can occur during production and we cannot be held responsible for this.
2. Further to point 1; limestone is cut wet. The shade of some limestone materials may appear darker than expected. This is due to the presence of water and will dry out in short time revealing the desired shade.
3. Cast Iron Inserts, by their nature, have an imperfect finish as this is part of its appeal as such these imperfections should not be considered as faults.

GUARANTEE

1. Only new works/installations are guaranteed (we cannot guarantee repair work).
2. All works and products supplied by E.F. are covered by a 12 month guarantee from the date of installation. This guarantee secures you for the following; poor workmanship and faulty manufacturer items.
3. Where natural materials (Limestone, Cast Iron etc.) have discoloured or rusted this is not covered under our guarantee. Aftercare advice can be given from any of our staff.
4. Where external force has impacted our works resulting in chips, breaks and marks this will null and void our guarantee.
5. This guarantee may be compromised as a result of adverse weather conditions or unnatural environmental conditions which may cause the works to become faulty as this is outside of our control.
6. Should any of our works be at fault as stated in 2 above we will of course endeavour to correct the fault at our earliest convenience and priority will be given to "Clients" of which our work may be endangering those in the vicinity of the faulty work.
7. After the guarantee period has ended a chargeable service will take into effect and booked in at our earliest convenience.

PAYMENT CONDITIONS

1. Unless otherwise agreed, full payment of the GOODS of an order will be required by all "Clients" to cover initial costs, this is also applicable where Flue Lining is involved. The INSTALLATION charge will then be required after completion of installation.
2. All prices quoted are inclusive of VAT (Value added tax) at the current rate. Unless the project is VAT Exempt such as 'New Build' properties.
3. All work carried out and materials on site remain the property of "E.F." until full payment has been received.
4. Retention of title ownership of goods passes over only upon full settlement of all outstanding balance amounts.
5. Should the installation site not be prepared for "E.F." to install on the agreed installation date resulting in an aborted installation, without sufficient notification beforehand (**14 days**), an additional charge will be added to the total cost.
6. Deposits are not refundable where costs have been incurred.
7. Refunds are given under management authority and have a 5 day processing period.
8. Initial payment on an agreed quote is an act of the acceptance of the quote and qualifies as your commitment to the quote.
9. Our quotes are subject to a survey.
10. We accept the following payments; DEBIT CARDS, CREDIT CARDS, BACS.