

TERMS AND CONDITIONS
THE FIREPLACE GALLERY – Updated August 2020

To maintain the high standards we set ourselves and prevent any misunderstanding, we respectfully bring to your attention the Terms and Conditions. Please make sure that they contain all that you want and nothing you are not happy with, as by ordering these goods you agree to be bound by these Conditions of Business.

The Terms and Conditions will apply to the purchase of any goods, products or services we supply or provide for you, (the Customer or you), or any work undertaken, or description set out in the order. The Company is The Fireplace Gallery Cheltenham Ltd (FPG, us or we), Unit 18-19 Knightsbridge Business Centre, Cheltenham, Glos, GL51 9TA (Company number: 4700570)

The order or contract means the legally binding agreement between you and us for the sale of, the purchase of the goods and services, between you and us.

General

FPG is not responsible for:

Any unsound or weathered flues, chimney stacks or chimney pots before or after installation of the fireplace. Any repair work necessary is the responsibility of the client and is not covered by our quotation unless agreed in writing prior to installing the fireplace.

Any wavy or unsound existing plaster on the chimney breast. Price quoted includes fitting on to the plastered surface opening empty and correct size for fire. Additional work removal of back boilers, liners, fireboxes, flue liners, existing fireplace, or plastering will be charged separately.

Arranging and cost of scaffolding or a cherry picker if required, prior to installation or preparation day.

Any lead pipe work in the property.

Floor levelling after the installation should it be required, there would be an extra charge for this.

Any boiler/fire that will not relight after a mandatory soundness test on the existing gas pipe installation has taken place.

Incorrect flueing in place on installation day. The customer would be liable for costs incurred to cancel the order or to change flueing.

Plastering needed during or after installation and preparation day, this will be the customers responsibility and cost.

Any damage that may occur to the customers' existing fireplace, decor, plaster or skirting board around the installation. FPG will not re-fit skirting boards, coving, carpets, re- plaster or repaint as these are specialised skills.

Concealing or moving the steel gas pipe and its associated fittings, due to the installation process, as this may not be possible.

Incorrect pipe sizing or pressure at the point of appliance commission. Work to rectify this will be at additional cost.

The customer must:

Cover/move carpets, furniture, pictures, ornaments etc from the area surrounding the fireplace prior to installation. FPG staff will not be liable for any damage.

Accept full responsibility for the soundness and suitability, if the customer supplies their own materials, such as mantels, interiors or any other components. Any damage caused during removal, storage or installation must be at their risk.

Arrange a qualified Electrician for any electrical work to ensure a power supply is close enough for FPG to connect prior to fitting, this would be the customers responsibility and cost.

Allocate a parking space for our vehicles. If a permit or parking charges are applicable, customers are liable for arranging permits if needed, and customers are liable for costs incurred due to this.

FPG does not arrange or cover the cost of, but recommends:

That the chimney is swept properly prior to installation.

An anti-downdraught terminal suitable for solid fuel fitted to the chimney pot, in the event of down draught becoming apparent before or after installation of the fire.

On class 2 flues, a raised ridge type of terminal may be necessary in order to allow the fire to function safely and satisfactory.

That high efficiency gas fires have slips in a heat resistant material, such as marble or limestone, around the fire as it can cause plasterwork to crack, this will help to help reduce this.

That all alterations to skirting boards and carpets be undertaken by a professional of that trade, this is not included in the price.

New houses: please ensure that gas and electric are connected (live) as we do charge for a return visit if fires cannot be commissioned on the day of installation.

Order, Acceptance and Price

The total cost of your order will be the price of the goods plus any applicable delivery or installation charge, which will be stipulated at the time when you place your order. Prices are inclusive of VAT unless shown as additional to the total. Installation costs can increase or decrease following a site survey, and alternative products may be advised.

Any unaccounted work required on the day of fitting (necessary) to the installation of the purchase, will be discussed and charged to the customer by FPG on that day.

FPG does not accept any responsibility for/or guarantee any fire disconnected or connected by us that has not been supplied by FPG.

All ex-display items are sold 'AS IS', please ensure you are happy with the condition of these products as they have been previously used on display in our showroom. Ex -display items cannot be returned or refunded due to change of mind once fitted. If additional parts are requested, these need to be at time of order and are at the cost to the customer.

Payment:

Supply only: 50% deposit on order, balance on or before collection.

Installations: 50% deposit on order, and balance 3 working days before fitting.

If balance payment is not paid prior to the fitting date this may change/delay your installation and incur additional charges.

Ownership of the goods remains with FPG until paid for in full.

All prices quoted on a supply only basis do not include delivery. It is the customer's responsibility to collect or arrange collection from our Cheltenham showroom.

We reserve the right to make adjustments to the price payable in the event of any increase in supplier's prices, any increase in VAT or other taxes/duties and/or if due to an error or omission the price for the goods is incorrect (irrespective of whether your order has been acknowledged by email or you have made payment). In the event that any adjustment to the price is made by us, we will give you the opportunity to cancel the order.

Payment must be made on time, in full and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, Daniel Silverman Limited, which will incur costs. Any costs incurred to collect debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge and that payment of the same can be enforced against you in court.

The presence of any alleged defect does not constitute a reason for withholding any payment. Any costs of pursuit of the customer for outstanding payments will be charged. FPG will seek to agree to and/or rectify any potential issues with the Customer post-implementation, only provided that all payments due to date have been made. FPG reserves the right to charge interest on any unpaid accounts at 5% pcm

Refunds and Cancellations

If you wish to cancel, you must inform us of your decision to cancel this contract in writing either by letter or email. Cancellation of your order will be accepted if following a site survey, it is deemed that the goods are not suitable, and an alternative product cannot be agreed upon.

Once a fitting date has been arranged 1 weeks' notice is required to alter this. Should an installation be cancelled or postponed through no fault of FPG with less than 48 hours' notice, a charge may be made if our engineers are unable to carry out the work as arranged.

We reserve the right to implement charges for restocking or returning goods to manufacturers (providing goods are in re-saleable condition, in original packaging and not installed) and the minimum charge would be 25%.

If goods are manufactured to customers own specifications these are non-returnable.

If the order placed is on a supply only basis, it is the customers responsibility to have engaged a suitably qualified installer, and once the goods are dispatched a refund is not possible. For the avoidance of doubt: Items received by the company in imperfect condition will not be accepted as returns and will not be eligible for refund, these goods should be collected by you at your own cost.

Refunds will be given where fair and appropriate. The customer may not be entitled to any refund in the following circumstances:

- If they examined the goods before they bought them, were satisfied with their quality at the time.
- If they were told about the fault at the time of purchase.
- If they did the damage themselves.
- If they change their mind or do not like what they have chosen.

However, as a sign of goodwill FPG may offer a refund, a credit note or an exchange at their discretion on the product only. Refunds will exclude, but not limited to, engineers prep work, fitting and survey time, and any delivery charges.

Image and Description of goods

The appearance of our products in comparison with images of them we publish on our website or in our printed literature may vary for reasons beyond our control and for which we cannot accept responsibility.

We can advise but it is your responsibility to ensure you choose a product you like, meets specific requirements, and are fully happy with. Once fitted, The Fireplace Gallery can not offer a refund or replacement due to change of mind or not being as expected. Please check the order prior to installation.

Marble, granite, stone, slate and timber are natural materials, and have inherent fault lines, markings, fossils and colour variations that form part of their natural beauty. Products cannot be refused or returned due to any of these things. These factors are part of buying these products and imperfections must be accepted.

Delivery

All delivery dates are quoted in good faith and are correct at the time of ordering, however these dates are approximate and subject to change. FPG cannot accept responsibility for deliveries that may run over the original delivery date quoted. The delay on delivery will not constitute good reason for cancellation of the order placed.

If a delivery is delayed in any way and you have to re-book your arranged installer, then we are not liable for any extra charges that the installer may charge you. We are also not liable for any loss of earnings as a result of you taking time off work to accept a delivery, even if it is late or delayed, or we have to change our installation day.

Warranty

Manufacturer's Warranty only covers certain parts not labour, FPG charge labour costs for any visits and return visits.

Certain components from fires do deteriorate after a period of time and not all of these components are covered under warranty. If these components are needed costs incurred for labour and components will be the responsibility of the customer.

All gas appliances must be installed by a Gas Safe registered engineer and serviced at least once in every 12 months. In the case of products with extended warranties it is a stipulation of the terms of the warranty

All goods carry a Manufacturer guarantee (except showroom displays), in the unlikely event that any fire or surround has to be removed and refitted at any time under the guarantee or otherwise, FPG will not be responsible for any redecoration or damage to wallpaper etc

Supply only: Please note that any faults due to incorrect installation, negligence, rough handling or unfair treatment after receipt and acceptance of goods are not covered by guarantee. If the fault is clearly ours then FPG will honour all guarantees on our products. However, if the fault is the customers, we cannot be held responsible. Gas Safe and Hetas require its members to work to recognised standards. Therefore, in the interest of safety, DO NOT ALLOW ANY NON-REGISTERED PERSON TO INSTALL THE APPLIANCE. In addition, it is likely to lead to damage the appliance and invalidate the guarantee.

Servicing and Aftercare

Annual servicing is offered by FPG however if the appliance is not working a service cannot guarantee this will solve the problem. Customers would still be liable for any further costs that may be incurred if return visits or parts were needed.

Annual service charges do not include replacement batteries or parts that may be required, these will be charged separately.

The FPG reserves the right to refuse to service a fire supplied and installed by the FPG, if another engineer or person has worked on this appliance.

We shall not be held responsible for poor workmanship by other parties, hence having no obligation to put right their work.

The FPG does not service/repair fires fitted by an engineer not employed by the company, even if FPG supplied the fire.

Payment of the service is on the day, any pre ordered parts must be paid for in advance.

Wood mantels and surrounds; waxing of wood mantels on a regular basis is recommended to minimize the natural drying process of timbers as they adjust to the individual environment of each home. A painted mantel cannot be treated in this way and must be filled and repainted as required. Once the mantel has settled it is unlikely to move again unless the environment changes.