LOXWOOD BURNERS

Sussex Ltd.

The High Street, Loxwood, West Sussex, RH14 0RE, 01403 751695

Terms and Conditions 2023

1. Information about us

www.loxwoodburnerssussex.com is a site operated by Loxwood Burners Sussex Ltd. We are registered in England under company number 12460397 and with our registered office at Littlehaven House,
24-26 Littlehaven Lane, Horsham, United Kingdom, RH12 4HT. Our main trading address is Loxwood Burners Sussex Ltd., The High Street, Loxwood, West Sussex, RH14 0RE.

2. Disclaimer

2.1 Product information is offered in good faith, but should only be regarded as a guide. Prices and stove availability can change during your time with Loxwood Burners Sussex Ltd. Confirm any details before making any purchase agreements.

2.2 Neither Loxwood Burners Sussex Ltd. nor associates or employees can accept any liability for errors or omissions on this website. Every effort is made to keep information up to date, but errors and omissions are possible.

2.3 Information given on the website and during preliminary sales conversations is to be used as a guide. It does not form part of the contract of sale.

2.4 Dimensions and energy efficiency ratings given on this site and during preliminary sales conversations are provided by the manufacturers and should be understood as a guide.

3. Communication

3.1 Most communication will take place over email from <u>loxwoodburners@yahoo.co.uk</u>. Aftersales communications may be sent from <u>loxwoodburners@gmail.com</u>

3.2 Communications will be sent by members of the Loxwood Burners Sussex Ltd. showroom team.

3.3 Communications about surveys and installations may be sent from contractors at Loxwood Burners Sussex Ltd.

4. Surveys

4.1 Surveys can be arranged by speaking to a showroom staff member in the Loxwood Burners Sussex Ltd. showroom.

4.2 Surveys cost £15 and this is non-refundable.

4.3 The survey does not constitute a contract between the customer and Loxwood Burners Sussex Ltd.

4.4 An estimated quote will be sent to the customer after the survey.

4.5 Estimated quotes are valid for 14 days.

4.6 These quotes are estimates as additional works may need to be completed during the final installation.

4.7 This estimated quote is not an obligation to buy.

5. Orders

5.1 Orders can be requested by emailing loxwoodburners@yahoo.co.uk or speaking to a showroom staff member in the Loxwood Burners Sussex Ltd. showroom.

5.2 An invoice will be given for 25% of the final amount to confirm an order.

5.3 Payment of the 25% constitutes a contract between the customer and Loxwood Burners Sussex Ltd. 5.4 Once the 25% deposit has been received this is non-refundable.

5.5 Any items necessary for your order will be ordered by Loxwood Burners Sussex Ltd. after the 25% deposit payment has been received.

5.6 Any changes to an order should be communicated with Loxwood Burners Sussex Ltd. as soon as possible.

5.7 There is no guarantee that delivery dates will remain the same if the customer has altered their order after the initial agreement is made.

6. Fees and payments

6.1 Survey fee is £15. This can be paid by card in the Loxwood Burners Sussex Ltd. showroom.

6.2 25% deposit invoices will be processed through Xero Ltd. and emailed to the customer.

6.3 Payments can be made via BACS.

6.4 Payments can be made by clicking the payment link on the invoice.

6.5 Payment link is provided by Stripe Ltd.

6.6 American Express payments cannot be accepted by Loxwood Burners Sussex Ltd.

6.7 It is preferred that deposit payments are not paid by the showroom card machine.

6.8 Final invoices are sent to the customer after the installation has taken place. This will be processed through Xero Ltd. and emailed to the customer.

6.9 Additional costs that may have been incurred during installation will be discussed with the customer and itemised on the invoice.

6.10 Payments can be made via BACS.

6.11 Payments can be made by clicking the payment link on the invoice.

6.12 Payment link is provided by Stripe Ltd.

6.13 American Express payments cannot be accepted by Loxwood Burners Sussex Ltd.

7. Installations

7.1 Stoves and additional installation equipment will be ordered by Loxwood Burners Sussex Ltd. once the 25% deposit has been paid by customers.

7.2 Installation dates will be discussed with the customer once the stove they requested has been delivered.

7.3 No installation date can be confirmed until Loxwood Burners Sussex Ltd. is in possession of the requested stove.

7.4 Loxwood Burners Sussex Ltd. holds no responsibility for the time taken to deliver the stove from manufacturer to supplier.

7.5 Stove delivery dates are dependent upon supplier availability and external factors.

7.6 All installations are completed by HETAs registered installers.

7.7 Installations may take place over a number of days, most commonly two.

7.8 The stages of installation may not occur across consecutive days.

7.9 Installations must adhere to HETAs regulations, as well as the installation requirements of the stove.

7.10 The location of an installation may be altered depending on the property building structure. E.g. if the flue pipe would intersect a roof rafter.

7.11 Any changes to installation required will be discussed with the customer.

7.12 If the customer is not present during the installation, contractors will make installation decisions based on HETAs regulations, stove regulations, and the building structure.

7.13 During the installation a new carbon monoxide alarm will be provided and tested.

7.14 After installation every care will be taken to clean and remove dust from the installation.

7.15 Although every care will be taken to clean the installation site it is possible that some residue will remain that the homeowner will need to clean.

8. Your obligations

8.1 To reply promptly to email communications from Loxwood Burners Sussex Ltd.

8.2 To provide correct and up-to-date information.

8.3 To pay invoices promptly and by the due date.

8.4 To be polite to all staff and contractors at Loxwood Burners Sussex Ltd.

8.5 To remove any delicate or sentimental items from the areas of installation.

8.6 To be present in the property during installation.

8.7 To communicate any issues or complaints promptly to Loxwood Burners Sussex Ltd.

9. Liability

9.1 Every care will be taken to ensure the safe delivery of the stove and installation equipment to the customer.

9.2 Every care will be taken to communicate any desired colour changes to the supplier, however, we cannot guarantee exact colour matching to the supplier brochure. Some of the images provided by suppliers are CGI or heavily edited.

9.3 Every care will be taken when installing the stove.

9.4 We accept no responsibility for cosmetic damage to the room of the installation.

9.5 We will repair any significant damage to the surrounding walls caused during the installation.

9.6 No repairs will be made by Loxwood Burners Sussex Ltd. if the damage is reported more than seven days after the installation.

9.7 The stove and all installation equipment are our responsibility until the final deposit is received.

9.8 We waive responsibility for the stove and installation equipment once the final deposit has been paid. 9.9 Due care will be taken to explain to customers the fire risks of owning a woodburning, bioethanol,

gas, or electric stove.

9.10 If the customer is not present during the installation they have waived the right to be given a demonstration of the stove and a safety briefing.

9.11 It is at Loxwood Burners Sussex Ltd.'s discretion if this information is provided to the absent customer at a later date.

9.12 If the customer is not present during the installation they have waived the right to request cosmetic alterations to the installation of the stove, beam, and hearth.

9.13 We accept no responsibility for any harm that may befall the customer during the use of their stove. **Chimney leaks...**

9.14 Installing a flex liner will not cause a water laak and we can not be held responsible for any leaks you may experience in your chimney. We do not touch the integrity of the chimney or any building works in your chimney during a flex liner installation.

9.15 Installing a flex liner in your chimney, will not prevent the chimney from leaking water. A flex liner is to create a clear and direct path for the log burner's fumes to leave your home directly out the top of the liner through your pot or cowl. Without a flex liner, the chimney walls will eventually deteriorate and smoke will be able to sweep through any cracks in your chimney. You are also at a greater risk of dangerous fumes entering your home like Carbon Monoxide and over toxic gases.

9.16 Carbon Monoxide is known as the silent killer because there is no odor and it is unseen, along with causing no systems until it endangerous your health or even death.

9.17 The main reasons for a chimney to leak include, a missing chimney cap, damaged flashing, cracks in the brickwork or the flaunching, or deterioration of the pointing. Water penetrating your chimney can cause water damage and staining to internal walls and ceilings and threaten the structural integrity of the chimney. Unfortunately, heavy rain can also lead to a leaking chimney. Chimney leaks are one of the most common problems during the summer months. Even chimneys without any previous problems can develop damage in as little as one season. Having a flex liner installed, will not prevent this from happening, they are non-related. A flex liner is designed to remove the toxic gases directly from the stove only.

Cancellations

10.1 £15 survey fee may be refunded if a member of Loxwood Burners Sussex Ltd. has not yet visited the property.

10.2 Once a member of Loxwood Burners Sussex Ltd. has visited the property the £15 survey fee is non-refundable.

10.3 Payment of the 25% deposit constitutes a contract between the customer and Loxwood Burners Sussex Ltd. and is non-refundable.

10.4 Customers may cancel their order after placing the 25% deposit. The deposit will remain non-refundable.

10.5 Reasonable payment must be given to Loxwood Burners Sussex Ltd. for labour provided before the cancellation was received

10.6 Any equipment or stoves delivered to the customer before the cancellation must be returned to Loxwood Burners Sussex Ltd. in its original condition.

10.7 If an installation is completed and the customer refuses to pay the final invoice, the stove and all installation equipment may be removed by Loxwood Burners Sussex Ltd. after 31 days.

10.8 Loxwood Burners Sussex Ltd. has a responsibility to contact customers who refuse to pay the final invoice twice after the invoice has been issued.