

Terms and Conditions of Trading

A payment from the customer of a deposit or the balance of payment towards or for any work to be carried out by The Dartmoor Stove Company will be deemed as acceptance of these terms and conditions.

1.Sales:

1.1 These conditions shall apply to all agreements for the sale of goods by **The Dartmoor Stove Company** (The Company) and you (The Customer) to the exclusion of all other terms and in any order or request made by the customer.

1.2 No variations of these conditions shall be binding unless in writing and signed by the company's authorised representative. This document comprising these conditions contains the entire agreement between us unless otherwise stated in writing.

2.Price:

2.1 All prices quoted are valid for 30 days only or until earlier acceptance by the customer after which time they may be altered by the company giving notice to the customer. The company reserves the right, by giving notice to the customer at any time before delivery, to increase the price of the goods to reflect an increase of the costs to the company which is due to any factor beyond the control of the company.

2.2 All prices quoted by the company exclude VAT unless otherwise stated.

3.Payment Terms:

3.1 Unless otherwise approved by the company a deposit is required on the product, **this is non-refundable**, on placement of the customer's order. **The remaining balance is due on the product before installation work commences. The installation work will be invoiced separately upon completion**

3.2 Invoice for installation/works is due within 7 days nett of the invoice date.

3.3 Interest charged at 8% per annum above the Bank of England base rate from time to time or the rate specified in the Late Payment of Commercial Debts Regulations 2002.

3.4 Once a deposit has been paid the customer will be in the case of cancellation liable for the total cost of all materials ordered for the works and all administration costs.

3.5 A surcharge percentage equal to our bank charge will be made on all credit card payments. There is no charge for debit cards or bank transfer.

4.Delivery:

4.1 Unless otherwise agreed in writing delivery of the goods shall be made by the company. Any date quoted for delivery of the goods are approximate only and the Company shall not be liable for late delivery.

4.2 If the customer does not accept delivery or gives inadequate delivery instructions then the company may store the goods until actual delivery and claim reasonable charges for the storage or sell the goods at the best price readily obtainable and charge for any shortfall below the price under the agreement.

4.3 If the Company has agreed to deliver the goods to the customer's premises or place of operation the customer is responsible for providing a safe means of access. If the Company considers the access is unsafe then the Company will not deliver the goods and the Customer will need to make alternative arrangements to collect the goods.

5.Installation:

5.1 All reasonable care will be taken to protect carpets/floor coverings, however occasional soot contamination can occur, removal of this is at the customer's risk.

5.2 In a small number of cases a slightly out of square condition of an original opening is apparent only when a stove is set up into the opening. Additional works to rectify such a situation will carry an additional cost.

5.3 Hearths and fire openings prepared by the customer which require alteration by the installer will carry an additional charge.

5.4 Cracking of plaster finish around fire opening can be a by-product of a heating appliance. Maintenance for these issues are at the customer's risk.

6.Warranty

6.1 Subject to clause 7 of this document, the Manufacturer warrants the goods against defects for the period stated by the individual manufacturer. This is not negotiable by the company.

6.2 The company takes no responsibility for any works provided by other companies/ persons before, during or after work is carried out.

6.3 The company takes no responsibility for any gas or electrical supply to which the company's equipment is connected to.

7.Claim for defect:

7.1 The customer shall inspect the goods on completion of installation and shall within 48 hours of installation (or as soon as reasonably possible thereafter); notify the Company in writing of any alleged defect, damage or failure to comply with the customer's specification. If the customer fails to comply with these provisions the good shall be presumed to be in accordance with the Agreement and free from any defect or damage which will be apparent on a reasonable inspection of the goods and the customer shall be deemed to have accepted them. This will not affect any warranty provided by the manufacturer.

8.Retention of title:

8.1 Goods supplied by the company shall be at the customer's risk immediately on delivery to the customer or into custody on the customer's behalf.

9.Legal construction:

9.1 This agreement is subject to the law of England and Wales and all disputes arising out of this agreement, subject to exclusive jurisdiction of the courts of England and Wales.

*** 3.4, 4.1 & 7.0** Any such charges and terms are subject to consumers' statutory rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations and the Consumer Rights Act.