



TERMS & CONDITIONS

THE CONTRACT

All Contracts made between the customer and Surrey Burners shall be governed by English Law and shall be subject to the jurisdiction of the English Courts.

By transferring your deposit, confirming verbally or in writing that you would like to use our services, it is hereby taken that (1) you have read and agree to the following Terms and Conditions that can also be found on our website. (2) that you agree to the quoted cost and our payment terms. (3) That any personal data provided will be kept securely in line with The Data Protection Act 2018 (General Data Protection Regulation (GDPR)).

1. PAYMENT

1.1 Your quotation will contain details of the % split for your deposit and balance payments.

1.2 The deposit is non-refundable. Once received your Goods will be ordered. In the event of a cancellation prior to installation we will assist financially as best we can. Please note that goods that have already been purchased by Surrey Burners will incur a restocking fee of 25% of the RRP. The restocking fee will also apply to any goods returned / exchanged to Surrey Burners for any reason.

1.3 On completion of your installation you will receive a 'Balance' email as per the agreed amount on your quotation. Payment is required within **48 hours** of receiving the 'Balance' email and there will be no negotiations on the amount due.

1.4 The customer shall not be entitled to withhold payment by reason of any right whether relating to the performance of the Goods or otherwise. Any issues that you may have with the installation must be raised within the 48 hour period which will be dealt with in a reasonable and timely manner. Payment of the outstanding balance within the 48 hour period is still required

1.5 All Goods supplied shall remain the property of Surrey Burners until paid for in full and Surrey Burners reserves the right to recover them in full in the event of non-payment

1.6 When Surrey Burners acts as 'Supply Only,' risk of loss or damage to the Goods passes to the customer at the time of delivery including Goods that you have requested to be left unattended because you are unable to take receipt of the Goods and sign for them. If goods are found to be damaged this must be reported to Surrey Burners immediately with photos. Surrey Burners will then refer back to the manufacturer for their feedback.

2. OUR GUARANTEE

2.1 Each installation (Solid Fuel / Gas) will be signed off accordingly by the installer and a notification sent to the necessary authority (HETAS /OFTEC / Gas Safe). You will receive a certificate in the post from the regulatory body. Surrey Burners cannot be held responsible for any delay that may occur in the dispatch of the certificate from the regulatory body. Please note it is your responsibility to inform us if you have NOT received your completion certificate in good time (please allow more time in peak seasons). We are unable to re-certificate your appliance after our 12 month guarantee.

2.2 Surrey Burners will guarantee the installation for **12 months** following the date of the installation or until the appliance has been serviced, swept or altered in any way by a third party, whichever is the sooner. The guarantee will then expire. Please note this also applies to any re-certification requests.

2.3 Your actual stove / fire will fall in line with the manufacturer's warranty. Please note the warranty covers the stove body / castings only and does NOT include consumable items such as grates, firebricks, vermiculite panels, baffles, log guards, door rope, ashpans, LED bulbs, batteries and glass. The labour to replace any of these parts is also NOT covered under Surrey Burners 12 month installation guarantee.

2.4 Surrey Burners will aim to conduct after care in a professional and timely manner. Delays may be caused by the restrictions of our diary or if there is the need to await a response from suppliers. There will be no charge for call-outs (within reason) within the first 12 months of your appliance being installed. However, subject to the cause of the issue then charges maybe incurred by the customer.

2.5 After twelve months (following the installation date of your appliance), if Surrey Burners need to attend your property to inspect your appliance, a call out fee of £80.00+VAT will be charged (in advance) and a quote provided for any labour and repairs that fall outside of the appliance manufacturers warranty or our 12 month guarantee.

2.6 If for any reason Surrey Burners are unable to assist with any issues then you may be redirected to the stove manufacturer directly.

3. DAY OF INSTALLATION

3.1 You must be present on the day of the installation. If you (the customer) are absent on the day of the installation but give access to the installers to carry out the works, the installers or Surrey Burners will not accept any responsibility for a difference in appearance of the installation to that of your expectations. Any amendments will need to be made at additional cost. An exception to this would be if the work is agreed by us to be below our expected standard of which Surrey Burners would then take responsibility

3.2 Please make sure that the installers have good access on the day of installation. Due to the weight of some items and the amount of tools required, they will need to be as close to the access door as possible. We recommend moving any parked vehicles away from where the installers are working so as to avoid accidental damage that could occur when using ladders, carrying out roof work and using

cutting tools. If adequate access is not provided then the installers cannot be held responsible for any accidental damage that may occur

3.3 Surrey Burners may subcontract any services that are required to complete the installation. However, your agreement and acceptance of the terms and conditions remains with Surrey Burners. All subcontractors are vetted and have the necessary / required qualifications and insurances.

3.4 The installers will sheet up in order to reduce the spread of dust. Please remove any valuable and fragile items to avoid accidental damage. Surrey Burners will not accept responsibility of damage to any valuables. If you are not happy with how the installers have 'sheeted up,' please discuss the matter with them and they will adjust accordingly

3.5 Please discuss your installation with the installers so that you are clear on how the end product will look. This may include areas that will be made good, the chamber finish, beam height, height of hearths to suit new flooring etc. Once works have commenced, Surrey Burners will not be responsible for any finishes/ looks that you are not happy with. Any remedial works to change anything will be at additional costs.

3.6 When installing a liner within a chimney, if free passage is blocked for whatever reason, Surrey Burners can choose to open up the chimney breast, alter or abort the job. The customer will be responsible for paying an additional charge for this service. Surrey Burners are not responsible for any redecoration associated with this work.

3.7 If for any reason the installers cannot get access to the chimney as originally quoted for ie bees nests or the chimney stack is deemed unstable then the job may need to be altered (at additional cost) or aborted.

3.8 Surrey Burners are not responsible for redecoration or the replacing of skirting board or coving that has had to be removed to allow for the installation.

3.9 Depending on the works scheduled to be carried out, there may be a small amount of making good such as overfilling and sanding, which you may have to carry out yourself after the installation once the plaster / filler has dried.

3.10 Surrey Burners are not responsible for dealing with electrical items, wiring, sockets or appliances that interfere with the installation. These should be dealt with by a qualified electrician, no matter if the item(s) concerned were identified pre installation or on the day of installation

3.11 If on the day of installation hidden pipework is discovered that needs to be removed by an alternative engineer (e.g gas pipes / Gas Safe Engineer) this will be at an additional cost and a date for completion may need to be rescheduled

3.12 If you have informed us that any required gas supply is live and on the day of the installation it is found not to be, then the cost of rectifying this will be at an additional cost and a date for completion may need to be rescheduled

3.13 If whilst on site the installers identify issues that need accounting for to meet Building Regulations or unexpected additions such as a new chimney pot, these will be charged out in addition to the original quotation

3.14 If your installation has to be cancelled due to inclement weather, we will endeavour to rebook this for you as soon as the diary permits. Please note this may not be the day following the original install date

3.15 If for any reason where the customer is at fault and the job cannot be carried out on the day of the scheduled installation then Surrey Burners have the rights to charge a £400 +VAT abort fee.

3.16 At the end of the installation your installer will discuss the job with you and commission your stove/ fire. It is important you inspect the installers work and your new goods. If you have any issues with the finish/ plastering/ building works these must be reported within 48hours. Any issues not raised within 48 hours will be treated as if you were happy and satisfied with the works carried out. After this time any remedial works will be quoted for and charged accordingly.

4. HEARTHES

4.1 Hearths supplied by Surrey Burners are a natural product and the stone is subject to variation and may differ to a sample you have been shown. We are unable to guarantee shade, markings or veining and therefore if the stone is not to your liking it must be replaced at additional cost to the customer

4.2 All hearths on the day will be fully inspected by the installer. It is also expected that the customer inspects the hearth carefully and if no issues are identified by either the installer or the customer on the day it is deemed that the customer is 100% happy with the hearth and its installation. Any issue after this time may result in additional costs to the customer. Please note natural variations / markings within hearths are NOT deemed an issue.

4.3 If measurements have been provided by the customer for any product supplied by us and then turn out to be unsuitable, the product needs to be replaced and reordered at additional cost to the customer.

5. SURROUNDS

5.1 Surrounds supplied by Surrey Burners are a natural product and the stone is subject to variation and may differ to a sample you have been shown. As we use natural materials, our products may exhibit inherent variations. These can include but are not limited to, features such as splits, knots, microdots, and pattern variations.

5.2 We are unable to guarantee shade, markings or veining. As a natural product we are also unable to guarantee that there will not be any fossilations or pittings in the stone. If the stone is not to your liking because of any natural marking it can only be replaced at an additional cost to the customer.

5.3 All surrounds on the day will be fully inspected by the installer. It is also expected that the customer inspects the surround carefully and if no issues are identified by either the installer or the customer on the day it is deemed that the customer is 100% happy with the surround and its installation. Any issue after this time may result in additional costs to the customer. Please note natural variations, markings, shadings, veining, fossils and pittings within surround are NOT deemed an issue.

5.4 If measurements have been provided by the customer for any product supplied by us and then turn out to be unsuitable, the product needs to be replaced and reordered at additional cost to the customer

6. BEAMS (OAK MANTEL)

6.1 Our handmade natural Green Oak Beams are made to order. Not one beam will be the same as another and each will have their own characteristics, cracks, knots and markings. Your beam will be selected for you and can't be changed / swapped for another on a purely cosmetic basis once installed. Please note that over time as your beam dries out, further cracks and new natural markings may appear.

6.2 Please discuss the height of the beam with the installer on the day of the installation. In the event of the customer not being present the beam will be installed at the preferred height of the installer. If this is not to the liking of the customer the beam will need to be remade and reinstalled at an additional cost to the customer

7. SCAFFOLD / CHERRY PICKER HIRE

7.1 If your installation requires scaffold, Surrey Burners can provide a price using our regular Sub-Contractor. The price will be included within the package price of your quotation. The sub-contractor has their own set of terms and conditions separate to that of Surrey Burners. Surrey Burners is in no way responsible for any issues that may arise through the scaffold firm who are a separate entity and issues need to be resolved directly between the customer and the scaffold firm. Surrey Burners will assist and advise where necessary

7.2 If you choose to source your own access hire company then the responsibility is with you, the customer as to it's suitability. If access is deemed not to be suitable on the day by the installer and the job needs to be rescheduled to enable you time to correct the access platform (at your cost) then Surrey Burners have the right to charge a £400 +VAT abort fee.

7.3 If for any reason (e.g your chimney stack is found to be unsafe) on the day of the installation the installers says the job cannot be completed without scaffolding then this will be at an additional cost and a date for completion will need to be rescheduled. It is not always evident from ground level on the site survey as to whether the chimney stack is stable or safe

7.4 If Surrey Burners is providing the scaffolding we will endeavour to have the scaffold in situ for the shortest time possible. However, the erecting and striking of the scaffold will be determined by the scaffold companies' diary not Surrey Burners.

Thank you for taking time to read our Terms & Conditions. If you have any questions relating to these, please contact Steve Nunn (Director) by any of the methods below:

Telephone: 01883 740100

Email: info@surreyburners.com