
TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by The London Chimney Sweeps Limited T/As Enviro Flame, a company registered in England under 08676723 of Unit 1, Riverside Business Park, 16 Lyon Road, Wimbledon, SW19 2RL.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 2;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Special Price”	means a special offer price payable for Goods which We may offer from time to time;
“Order”	means your order for the Goods as shown overleaf;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 2;
“We/Us/Our”	means The London Chimney Sweeps Limited T/As Enviro Flame, a company registered in England under 08676723 of Unit 1, Riverside Business Park, 16 Lyon Road, Wimbledon, SW19 2RL and includes all employees and agents of Enviro Flame.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2.

3. The Contract

3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before submitting your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please contact

Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by our Order Confirmation. Order Confirmations will be provided in writing.

4.

5. **Description and Specification of Goods**

5.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature and descriptions provided by Our salespeople. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process **AND/OR** differences in the colour reproduction of electronic displays.

5.2 If you receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clause 3.1 you may return those Goods to Us as provided in Clause 8.

5.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.

5.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

6.

7. **Orders**

7.1 All Orders for Goods made by you will be subject to these Terms and Conditions.

7.2 You may change your Order at any time before we despatch/manufacture the Goods by contacting Us in writing.

7.3 If your Order is changed We will inform you of any change to the Price in writing.

7.4 You may cancel your Order at any time before We despatch/manufacture the Goods by contacting Us. If you have already paid for the Goods under Clause 5, the payment will be refunded, less a 25% restocking fee (subject to clause 4.5), to you within 10 working days. If you request that your Order be cancelled, you must confirm this cancellation in writing. Any notification of cancelled orders received after the initial 50% deposit has been paid will be subject to a 25% restocking fee (subject to clause 4.5).

- 7.5 Any payment(s) already received for orders containing bespoke, custom and/or made to measure goods will not be refunded in the event of cancellation or return by you, the customer.
- 7.6 We may cancel your Order at any time before We despatch/manufacture the Goods in the following circumstances:
- 7.6.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
- 7.6.2 An event outside of Our control continues for more than 5 weeks (please see Clause 12 for events outside of Our control).
- 7.7 If We cancel your Order under sub-Clause 4.5 and you have already paid for the Goods under Clause 5, the payment will be refunded to you within 10 working days. If We cancel your Order, the cancellation will be confirmed by Us in writing.
- 7.8 We require at least 24 hours notice if you would like to reschedule your sweep/service or installation date(s). Failure to provide the minimum required notice will result in a minimum call out charge of £180.00 per engineer booked for installations, minimum of £65.00 for sweeps and minimum of £85.00 for services, unless otherwise agreed.

8.

9. **Price and Payment**

- 9.1 The Price of the Goods will be that shown in Our quotation in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.
- 9.2 If We quote a Special Price which is different to the Price shown in Our current quotation, the Special Price will be valid for 14 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 9.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 9.4 We have made every reasonable effort to ensure that our Prices, as shown in Our current quotation are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will contact you to inform you and ask you how you wish to proceed.
- 9.5 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 9.6 All payments for Goods must be made in advance before We can despatch the Goods to you.
- 9.7 We accept the following methods of payment:

- 9.7.1 Debit/Credit Card (VISA, Mastercard. American Express (AMEX) is not accepted)
- 9.7.2 Internet/bank/BACs transfer (5 working days prior to work);
- 9.8 Credit and/or debit cards will not be charged until We confirm with you.
- 9.9 If you do not make payment to us by the due date as shown in/on your invoice We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Barclays Bank from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. You will also be responsible for any costs incurred directly or indirectly as a result of late/non payment.
- 9.10 The provisions of sub-Clause 5.9 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.
- 9.11 Any Gas Safe and/or HETAS certifications will be registered once the full balance for goods and services ordered has been received.

10.

11. **Delivery**

- 11.1 Please note that delivery is currently only possible within 10 miles of our showrooms and only by special request.
- 11.2 When We send you an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond our control.
- 11.3 If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our business hours of 9.30 to 17.00 Monday to Friday.
- 11.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 11.5 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you that the Goods have been returned to Our premises, requesting that you contact Us to arrange re-delivery.
- 11.6 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 6.4 at which point it will pass to you.
- 11.7 You own the Goods once We have received payment in full for them.
- 11.8 Please note that delivery to the following areas may require more time:
 - 11.8.1 Central London;
 - 11.8.2 North, East and West London.

12.

13. **Installations**

14. 7.1 A survey is carried out to advise and confirm what type of fireplace and/or flue liner is required as well as what work will be involved to complete an installation in principal. We cannot take responsibility for any unforeseen problems that might occur during an installation. In the event that unforeseen problems occur during an installation, our installers will report back to our office and our office will advise what will be required to resolve the problem to complete our installation. We will also confirm any additional time and monies required to complete an installation. If works are not completed within the time allocated due to unforeseen circumstances, we will endeavour to complete at the soonest opportunity.
15. 7.2 Installing a liner, chimney cap, cowl, terminal or any other work requiring roof access is always weather permitting. In the event of bad weather such as high winds, rain, snow or icy conditions we will reschedule the installation to the next available installation date, which may cause a delay in completion.
16. 7.3 Old or existing plasterwork will be made good by our installers to a pre decorated finish which will require a professional decorator to finish following our installation if required. When 'making good' to an area of plasterwork on installation, we can only take responsibility for a specific area to which we are working, usually 150mm beyond the new fireplace installed in all directions of the wall. In the event of unsound plasterwork that has become loose or unsound through age, we can only advise that a professional plasterer is consulted for remedial works.
17. 7.4 Natural marble, slate stone and wood are natural materials and can have unpredictable markings, graining, shades and colour. They can also have veining and lines, small open crevices and gaps. The material is checked and worked where required, but the nature of the product is naturally formed and can vary from order to order. Bespoke orders cannot be exchanged or credited, we advise that the material is viewed before manufacturing where possible. A 2-4mm tolerance of given dimensions is acceptable for these materials due to manufacturing and installation.
18. 7.5 Installation does not include any making good or decorating to flooring or skirting boards. Existing carpets that will remain following our installation should be rolled back away from the fireplace area and re installed following our installation.
19. 7.6 Concerns regarding installations must be made to our offices in writing within 7 days of the installation date. It is the customer's responsibility to ensure that they have been given all relevant manuals etc. and have been shown the installation working before the installers leave.

20.

21. **Returning Incorrect Goods**

- 21.1 If you receive Goods that are incorrect, caused by a mistake made by Us in delivery or by Our incorrect description or information (see sub-Clauses 3.2 and 3.3), you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 8. This Clause 8 does not apply to Goods that you are merely not satisfied with or to Goods that are faulty. For Goods that you are dissatisfied with or faulty Goods, please see

Clauses 9 or 10 respectively.

- 21.2 If you wish to return Goods to Us under this Clause 8 you must do so within a reasonable time of taking delivery (or collecting them from Us).
- 21.3 All Goods must be returned to Us under this Clause 8 in their original condition, un-opened packaging, accompanied by proof of purchase.
- 21.4 You may return Goods to Us in person during Our business hours of 9.30 to 17.00 Monday to Friday or you may return them by post or another suitable delivery service of your choice. For Goods returned under this Clause 8 We will reimburse you for any reasonable postage or shipping costs
- 21.5 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 28 days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service.

22. Returning Goods If You Change Your Mind

- 22.1 If you are not satisfied with any Goods purchased from Us you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are faulty. For incorrect faulty Goods please Clauses 8 or 10 respectively.
- 22.2 If you wish to return Goods to Us under this Clause 9 you must do so within 3 calendar days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.
- 22.3 All Goods must be returned to Us under this Clause 9 in their original condition, un-opened packaging, accompanied by proof of purchase.
- 22.4 You may return Goods to Us in person during Our business hours of 9.30-17.00 or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 9.
- 22.5 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 3 calendar days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service (subject to clause 4.5).

23. Returning Damaged or Faulty Goods

- 23.1 If you receive Goods that are damaged or faulty you have the right to return them in exchange for a refund, replacement or repair, subject to the provisions of this Clause 10. This Clause 10 does not apply to Goods that are incorrect of Goods that you wish to return because you have changed your mind. Please refer to Clauses 8 or 9 above for incorrect Goods or returns if you have changed your mind.
- 23.2 If you wish to return Goods to Us under this Clause 10 please do so as soon as reasonably possible after discovering the damage or fault and in any event within 7 days. Please contact Us to inform Us of the fault and to arrange the return and your refund, replacement or repair.
- 23.3 This Clause 10 only applies to Goods that are damaged or faulty when you receive them. Faults or damage caused by normal wear and tear or improper treatment does not entitle you to return Goods under this Clause 10. We may require you to prove that the Goods in question were faulty if you return them

to Us under this Clause 10 more than six months after the delivery date.

- 23.4 This Clause 10 does not apply if you purchased the Goods having been told by Us of the particular damage or fault (If, for example, the Goods were sold as 'seconds', or at a discounted rate).
- 23.5 You may return Goods to us in person during Our business hours of 9.30 to 17.00 Monday to Friday or you may return them by post or another suitable delivery service of your choice. For Goods returned under this Clause 10 We will reimburse you for any reasonable postage or shipping costs.
- 23.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are solely responsible for the cost of collecting the Goods under this Clause 10.
- 23.7 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 3 calendar days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service.
- 23.8 If Goods are to be repaired We will give you a repair estimate within 5 working days of your returning the Goods to Us in person or of Our receipt of the Goods if you return Goods to Us by post or similar delivery service or if We collect the Goods from you.

24.

25. **Guarantee**

- 25.1 The Goods are provided with a manufacturer's guarantee. For further details and terms please refer to the manufacturer's guarantee documentation supplied with the Goods. We recommend all working fireplaces and flues be serviced and/or swept at least once every 12 months (wood/coal fuels may require 1-2 sweeps per year depending on level of use) in accordance with manufacturer's guidelines and to maintain manufacturer's warranty.
- 25.2 The manufacturer's guarantee exists in addition to your legal rights as a consumer (that the Goods match Our description, that they are of satisfactory quality and that they are fit for purpose). More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.
- 25.3 In accordance with Clause 7.6, concerns regarding installations must be made to our offices in writing within 7 days of the installation date for a free return visit, otherwise a minimum charge of £65.00 will occur if the visit is due to issues other than the installation. It is the customer's responsibility to ensure that they have been given all relevant manuals etc. and have been shown the installation working before the installers leave.

26.

27. **Our Liability**

- 27.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 27.2 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 27.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 27.4 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability for the following with respect to your rights as a consumer:
- 27.4.1 Breach of your right to title and quiet possession as implied by section 12 of the Sale of Goods Act 1979;
- 27.4.2 Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by sections 13, 14 and 15 of the Sale of Goods Act 1979;
- 27.4.3 Our liability relating to defective products as set out in the Consumer Protection Act 1987.

28.

29. Events Outside of Our Control (Force Majeure)

- 29.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control.
- 29.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 29.2.1 We will inform you as soon as is reasonably possible;
- 29.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 29.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 29.2.4 If the event outside of Our control continues for more than 120 calendar days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 29.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clauses 4.4 and 4.5 above.

30.

31. Communication and Contact Details

31.1 If you wish to contact Us with questions or complaints, you may contact Us by telephone at 0208 543 2170 or by email at sales@enviro-flame.co.uk.

31.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

31.2.1 Contact Us by email at sales@enviro-flame.co.uk; or

31.2.2 Contact Us by pre-paid post at Enviro Flame, Unit 1, Riverside Business Park, 16 Lyon Road, Wimbledon, SW19 2RL.

32.

33. Complaints Procedure

33.1 We always endeavour to provide the best service and products for our customers. In the unlikely event that there is anything you are not completely satisfied with, please contact us, by any means listed in Clause 14, within 7 days of your installation to allow us to address and rectify any problems as soon as possible. We aim to respond within 5 days of receiving your complaint and where possible, will provide you with a date to remedy any issue raised.

34.

35. How We Use Your Personal Information (Data Protection)

35.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

35.2 We may use your personal information to:

35.2.1 Provide Our Goods and services to you;

35.2.2 Process your payment for the Goods; and

35.2.3 Inform you of new products and services available from Us. You may request that we stop sending you this information at any time.

35.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

35.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

36.

37. Other Important Terms

37.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to

the third party who will remain bound by them.

- 37.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 37.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 37.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 37.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

38.

39. **Governing Law and Jurisdiction**

- 39.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 39.2 Any dispute, controversy, proceedings or claim between Us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.