



TERMS & CONDITIONS

SALES AND PROVISION OF SERVICES

Definitions:

The following words have the following meanings as listed in the following conditions:

"We" and "Us" and "the Company" shall mean MINADA – tradename of Guy Whicker

"You" or "the Buyer" shall mean the person or Company seeking to purchase Goods or procure Services such as installations, restoration or related works from us this will be termed as **"Site work"**.

"The Contract" shall mean any contract for the sale of Goods, or the agreement of provision of services including Sitework as such made between us and you.

"The Goods" shall mean the products, articles or things to be sold by us, "The Services" shall mean the provision of trade such as Installations, related works (Sitework) and / or Storage of goods, and **"Serviced Goods" to include restored products.** It shall also include the provision of 3rd Party Contractors (Sub) for specified required works,

"Order" the request for the Sale of Goods or Provision of Service

"Notice" instructions, Orders or agreements

"Working Days" are considered Monday – Friday and exclude all Public Holidays

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1 ACCEPTANCE OF PRICE AND ORDER

1.1 An accepted Order is only such when payment for the goods is both received and cleared. Please Note that any acknowledgement of your order request such as Email /Verbal or any other method is merely to report that your request has been received and does not constitute acceptance of your order.

1.2 The total cost of your order will be one or a combination of the following; The price of the Goods (Not inclusive of any applicable delivery) the Services (Installation charges, or Restorations) which will be stipulated at the time when you place your order.

Installation costs can increase or decrease following a site survey, and given report which will be chargeable at £75 per chimneypiece, which will then be inclusive into the Installation Cost. Installation Costs **are based upon a standard "Install" as stipulated in Section 15** All prices stipulated are exclusive of VAT.

Prices given will be held for 90 days where possible prior to Order

1.3 We reserve the right to make adjustments to the price payable in the event of any unforeseen major **increase in supplier's** prices, any increase in VAT or other taxes/duties and/or if due to an error or omission the price published on our website, printed literature for Goods is incorrect (irrespective of whether your order has been acknowledged by email or you have made payment). In the unlikely event that any adjustment to the price is required we will give you the opportunity to cancel the order and will return any money already paid by you if you opt to cancel.

1.4 We may decline to accept an order from you for any reason. E.g., We may decide to decline acceptance of an order from you for; Stock Supply issues, if there has been a pricing error, or if we deem that for ethical or historical reasons association is deemed inappropriate.

A contract only comes into existence between us and you when the Goods and services are paid in full.

An acceptance of an Order Confirms that all Agreements are also made as per our Terms and Conditions, and will supersede any Terms applied upon us by yourself without further agreement

2 CANCELLATION OF ORDER

2.1 As per UK Law you have the right to cancel the contract, to do this you must inform us of your decision to cancel the contract by a clear statement, this must be done either by letter (tracked to address as per Price document) or email Sales@Minada.co.uk

Notifications by post will only be effective following receipt by the company.

2.2 Following a Site Visit Survey and report, Cancellation will only be accepted if the following Cancellation of your order will only be accepted if following a site survey, it is deemed that the selected goods unsuitable. Where an alternative product cannot be agreed upon or it is deemed that the cost of the installation has increased by over 30% (Not including additional works) of the original "Pre-Site survey report" installation charge if given. Other mitigating circumstances will be considered.

2.3 On receipt of your written cancellation notice, the request will be considered and if agreed a refund will be made via the initial payment method used within 14 days, Subject to any Given Costs, such as cost of Survey and or Materials Ordered for manufacture to be taken into consideration.

The right to cancel/return Goods does not apply to any Goods manufactured and supplied to your specific specification and which have been made to order, or which have been personalised, nor does it apply to Services such as restorations, or removals

Cancellations cannot be made within 1 working day of despatch, or 2 working days of Install/removals or restorations

2.4 Orders placed on a supply only basis, give onus of responsibility to you that installation is performed by suitably qualified installer. Upon Despatch of goods, a refund is not possible. If it is agreed goods are to be returned there will be a 25% restocking fee, which will be calculated and deducted from any refund due. The goods will need to be returned in their original packaging if and in original sold condition, For Clarity, any Items damaged post sale and delivered, or damaged in transit on return by you will not be accepted as returns and will not be eligible for refund.

2.5 Any returned Goods are returned at your own risk; therefore, it is strongly advised that you take necessary care when returning Goods to us, ensuring that the Goods are correctly protected, appropriately packed, insured if necessary and that they are delivered by a reputable carrier.

2.6 Costs of returns unless for reasons of Faulty or incorrect product is to be at your cost. In all cases a copy of the sales document with additional paperwork (supplied upon return request) is required if the correct paperwork is not received with the goods we may not be able to process the credit / refund immediately



3 DESCRIPTION OF GOODS AND STOCK IMAGES

3.1 Images of products on our website, and any given or sent literature by email or post, will be of actual photographic appearance, any editing will consist only of cropping, and / or background removal. Any variations in colour/ tone or apparent texture may vary for reasons beyond our control, for which we cannot accept responsibility.

3.2 All Descriptions, Prices and details of Goods appearing on our website, and any given or sent literature by email or post are correct at the time when the relevant information was entered onto the system, or taken. Although we endeavour to keep information shown on the website or in our printed literature as accurate as possible, with antique description some errors may be made, some Goods may be photographed and detailed prior to restoration, which may alter definitions.

3.3 Descriptions however accurate, will largely be of Antique goods, and many will be "as described" in condition, and sold "fit for purpose", Many items are of great age, and as such may have relevant signs of usage or wear and tear

4 PAYMENT FOR GOODS AND SERVICES

4.1 Payment for Goods (In Full) is your responsibility. Payment may be made by Bank Transfer (Details on Invoice) or Cash Installations and services to be paid upon Completion at invoice Terms

4.2 Payments to be made as per Invoice Terms – within 10 Working days from Completion of any Services provided, any overdue Payments that require follow ups will be subject to additional costs these will include Admin Costs of £35.00 (+VAT) per resent Invoice (30 Days after Completion, and 30 days consequently) And any additional incurred costs to retrieve outstanding amounts, Any Outstanding Invoices after 60 Days will incur an additional penalty surcharge as detailed in 4.6

4.3 Despatch of Supply Only Goods will not be made to you until you have made payment in full as invoiced (This may include additional payment for carriage and insurance)

4.4 Payments of Deposits – Payments of any required deposits (Minimum 30% of contract Value) to be made prior to any ordering of goods or services provided, Payment upon agreement to be made immediately to confirm Order, with a minimum 2 working days prior to any scheduled works such as despatch of goods or service provision.

4.5 The Buyer shall not be entitled to withhold payment of any invoice because of any right, or set off or any claim or dispute with the Company, whether relating to the quality or performance of the Goods or otherwise.

4.6 If payment is not received by the Due Date, and costs are incurred as detailed in 4.2, the Company shall be entitled to charge interest from 60 Days on the outstanding amount at the rate of 5% per annum above the base lending rate of HSBC Bank plc minimum lending rate, Calculated and **accruing daily; Or to charge at the Company's absolute discretion** a fee of 30% of the value of any order or Invoice that is cancelled by the Buyer. This is also to be taken in lieu of retaining the full amount of any deposit or payment. Or to require that the Buyer to make a payment in advance of any delivery not yet made; Or not to make any delivery.

4.7 If Payment is not made under the above agreement, and the property under HSE directives is considered a Site, not a property in residence, and as per previous allowance onto site was granted, this permission will continue to stand, and will not be reversible to allow access to remove (at discretion) any supplied Goods or services to reduce any direct losses to the company, with this process coming under our removals terms and Conditions

4.8 If Payment is unduly not received for any outstanding amount, any items held in storage will be taken in lieu of Payment, at the **company's discretion, this will follow our notice system of non-**payments, to a maximum period of 6 months / 180 days. Notice will be given for overdue Invoices, at 30/60/90 days with notice of intent to take possession of held goods, this will include any debts that are smaller than trade value of items. After 90 Days an additional release fee of £295.00 will be charged, and all payments to be paid and cleared prior to release.

5 LAW AND NOTICES

5.1 All Contracts and agreements made between You and Us shall be governed by English Law. And as such shall be subject to the jurisdiction of the English Courts. Any notice required to be given in writing under the Contract shall be given either by first class post (in the case of notices to us the address on either Quote or Invoice) notices by post to the company will only be effective upon receipt by the company, or by Email to Sales@Minada.co.uk



6 DELIVERIES OF SUPPLY ONLY GOODS

6.1 Where Possible we will endeavour at our discretion to deliver goods directly ourselves, where this is not possible due to logistical reasons such as size, weight distance, we will use an appropriate courier or shipping method.

6.2 Any Date given by us for delivery of goods is at most an indication, and as such is given as an estimate only. No liability whatsoever is accepted by us in respect of late deliveries. Please do not commence any installation work or book tradespersons until the Goods have been received and thoroughly checked for damage or discrepancies.

6.3 Some Goods are subject to availability. Delay in delivery of goods is beyond our control because delivery of goods is dependent on carriers/logistics. Delivery schedules cannot be guaranteed and any dates for delivery of Goods we indicate are approximate only. Buyers are advised to only commit to an installation schedule, service schedule or appointment with a third party. Once the Goods have been received and checked. We shall not be liable for any costs or other losses incurred by you, your agents or any other third party due to an installation schedule, service, booking, or any other appointment committed to by you prior to the Goods being received and checked.

6.4 We shall have no liability whatsoever for any failure to perform, or any delay in the performance of any of our obligations under the Contract arising wholly or in part because of any factor beyond our direct control.

6.5 If required, we shall be entitled at our discretion to make partial deliveries or deliveries by instalments. This may be due to Supply issues or logistical reasons. Each instalment shall be a separate agreement to which all the provisions of these conditions shall apply.

6.6 Proof of delivery will be conclusive of any note of Signature by you or your agent, employee or representative.

6.7 Any damage to the protection and or packaging must be noted at delivery, and if major at **signatories'** discretion, receipt refused, and reason given courier / shipper in writing (On receipt form) and to inform us immediately

6.8 If upon receipt, Inspection of Goods is required and subsequently if there are any issues this must be reported within 24 Hours, and advise us of any damage for our investigation. This includes any missing items. Subsequent claims for damage or missing items will not be accepted after 24 hours. Damaged goods should be photographed and submitted to Sales@Minada.co.uk along with reason for the claim. If we do not receive any notice of an issue within 24 hours of the delivery, the delivery is deemed to have been received complete, and in good condition.

6.9 If you have requested us to leave the Goods unattended at your requested delivery address, due to unavailability of a signatory in receipt, Onus of Risk of loss or damage to the Goods passes to you at the time of delivery.

6.10 If the Buyer does or cannot accept delivery (including collection and installation) of the Goods in accordance with this paragraph 5, the Company may at its absolute discretion arrange for the storage (at standard terms and cost) of the Goods on **the buyer's behalf but without any liability whatsoever for any loss or damage** after the Delivery Date, until storage agreements readied

6.11 Whilst all attempts will be made to make delivery if an hourly time frame is given or stated. we cannot guarantee this. Deliveries not accepted during hours which we should reasonably expect you to accept them (7am to 8pm) are subject to section 6.10

6.12 The buyer shall, in addition to the delivery price, pay on demand all charges for storage, insurance and additional transport caused **by the buyer's failure to accept the goods on the delivery date.**



7 USAGE OF OUR WEBSITE

7.1 Access to and consequent use of our website is entirely at your own risk. The website is provided to you for your personal use subject to these terms and conditions. By using the Website, you agree to be bound by these terms and conditions which we may update and revise from time to time subject to any such changes being notified to you when access the Website. If you do not wish to accept such changes, you should not continue to use or access the Website. Continued use of the website will be taken as acceptance of such changes.

7.2 Website Availability, as a fledgling company we will strive to ensure that the website is available 24 hours and 365 days **per year. However, "downtime" may occur due to server and other technical issues or updates. Therefore, we will not be liable** if the website is unavailable at any time.

7.3 Our website is available to search and purchase Goods and to enquire about Services, these are for your own purposes, if you wish to print and download material from this website this is allowed. However, do not modify or attempt to modify any content without our consent. Material on this website must not be republished online or off-line without our permission.

7.4 We may wish at times use images of Goods or Services supplied and or completed on our website for illustration Purposes, this information will not contain personal information, but may give an area in description, Such as Marble Fireplace, Chelsea, London

7.5 Any links to third-party websites, such as associated dealers or tradesmen located on this website are provided for your convenience only. Although we may recommend 3rd parties via their websites, we have not reviewed each third-party website for security or complete content, and have no responsibility for such third-party websites or their content,

7.6 If you would like to link to this website, you may do so on the basis that you do not replicate any page on this website and we do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us.

7.7 Part of our website may contain an endorsement or advertising and/or sponsorship material for which the provider (and not ourselves) will be responsible for ensuring legal compliance

7.8 We Understand that Online Payments may be not of some peoples choosing, please contact Sales@Minada.co.uk if you wish to order and pay directly by Bank Transfer

8 REGISTRATIONS, SECURITY & CONFIDENTIALITY

8.1 You must be over 18 years of Age to register on our website, and you must ensure that the details provided by you on registration or at any time thereafter are correct and complete. You must inform us of any changes to the information you have provided when registering by updating your details to facilitate effective communication with you. All personal information which you are required to provide when you register as a customer must be accurate, current and complete in all aspects and that you will notify us immediately of any changes to the personal information by email (sales@minada.co.uk)

8.2 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use, recognition of this will entail repercussions at our discrepency.

8.3 When you register to use our website you MAY be asked to create a password which to prevent fraud you must keep confidential and not disclose or share. If you know or suspect someone else knows your password, you must notify us immediately by email.

8.4 If we have reason to believe that there is likely to be a breach of security or misuse of the website, we may require you to change the password or suspend your account.

8.5 We will treat all your personal information as confidential. All data will be kept securely and will fully comply with all applicable UK data protection and consumer legislation from time to time and place.

8.6 Our Website is Hosted by Shopify, and we are subject to their terms and conditions, which are passed onto you, this includes Browsing and methods of payment, If Online Payment is requested, you may if you wish cancel and contact directly via Sales@Minada.co.uk



9 INTELLECTUAL PROPERTY, RESTRICTIONS AND INDEMNITY

9.1 The content of our website or printed literature is protected by copyright, trademarks, database rights and other intellectual property rights. Retrieval and display of Website content is permitted on display devices, storage of electronic content on is permitted on disc or portable storage device, however is not to be stored on networked devices or servers, the printing of Detail copies, for your own personal use is permitted provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, or use for commercial purposes any of the materials or content of the Website without prior written permission from the Company.

9.2 You may not use our website or literature including survey documents for any purposes other than those intended by us, purposes for which the website may NOT be used include but are not limited to:

Disseminating any unlawful, harassing, libellous, abusive, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any legal duty, Transmitting materials which encourage conduct which constitutes a criminal offence or otherwise breaches any applicable legal duty, Interfering with any other person's use or enjoyment of the Website, Making, transmitting or storing electronic copies of materials protected by copyright or any other applicable intellectual property rights without our written permission, Making commercial or non-domestic use of the Goods or Services supplied, without prior approval.

9.3 All documentation, specifications and artwork provided by the Company to the Buyer for use on or in relation to the Goods and the packaging for the Goods (and the Intellectual Property in it) are, and shall remain, the property of the Company.

9.4 The Buyer shall not represent, warrant or undertake that it has any rights in or title to the Intellectual Property, and the trademarks and/or the resultant design solution through the Company Knowledge. The Buyer represents, warrants and undertakes that it shall not, whether by act or omission, allow the rights of the Company to be impaired by the Intellectual Property, the trademarks and/or the solutions provided by knowhow.

9.5 You agree fully to indemnify, against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of the website or use by any other person accessing the website using your account and/or your personal information

10 SUSPENSION OR CANCELLATION OF REGISTRATION

10.1 At our discretion, we may suspend or Cancel your registration immediately, if there is proof or reasonable belief that you have breached any of your obligations under these terms and conditions. You may cancel your registration at any time in writing but if you do so you must stop using this Website. Suspension and/or cancellation will not interfere with any statutory rights under UK law

11 LIABILITY & LIMITATIONS ON OUR LIABILITY

11.1 Some content on our Website and printed materials, may contain content from other sites and resources, whilst we try to maintain that all material is correct and reputable to an exacting standard, we make no guarantees to any of that content, and we will endeavour to alter any incorrect information as soon as possible, once informed.

11.2 As is Fully permissible under applicable law, we disclaim any and all warranties of any kind, not issued by ourselves directly, whether express or implied, in relation to the Goods. This does not affect your statutory rights as a consumer, nor does it affect your Statutory Cancellation Rights.

11.3 Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees

11.4 We shall not be liable to you in contract, tort (including without limitation, negligence) or for pre-contract or other representations (other than fraudulent or negligent misrepresentations) for (a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); (b) any loss of goodwill or reputation; (c) any special or indirect losses; - whether these are suffered by you, your agent or by any third party and which arise out of our contract with you for the sale of the Goods.

11.5 If any of these terms and conditions through changes in law is invalid, illegal or unenforceable (including any provision in which we exclude liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected.

12 GOODS BY MANUFACTURE

NB: GOODS TO MANUFACTURE INCLUDE ANY PRODUCTS THAT ARE ORDERED TO BESPOKE DESIGN AND/ OR SIZES, THESE INCLUDE HEARTHES AND SLIPS, ITEMS THAT ARE SPECIFIC TO THE PROJECT AGREEMENT

12.1 This clause applies where the Buyer requires Goods to be manufactured by the Seller and the Seller agrees to manufacture the Goods all subject to the provisions of this Agreement.

12.2 All goods to manufacture subject to payment terms sections 1 and 4 being completed prior to ordering

12.3 All Goods to manufacture from ordering will require a minimum of 2 weeks to produce, subject to scheduling, this will be confirmed at pricing stage

12.4 All Goods to manufacture are excluded from refunds, the full cost once ordered is subject to payment (+Vat)

12.5 Any alterations to orders to Goods to Manufacture are subject to additional charging

12.6 The Company warrants that it has the necessary skills, expertise and capabilities to manufacture the Goods in accordance with the Specification.

12.7 The Company warrants that the Goods will comply with all applicable legislation, regulations and standards.

13 SERVICED GOODS

NB: SERVICED GOODS INCLUDE ITEMS TAKEN FOR REPAIR OR RESTORATION, FOR EXAMPLE FIREGRATES, MARBLE /STONE FIREPLACES

13.1 This clause applies where the Buyer requires Goods to be altered, restored or repaired by the Seller and the Seller agrees to service the goods as subject to the provisions of this Agreement.

13.2 All serviced goods subject to payment terms sections 1 and 4 being completed prior to ordering/commencement

13.3 All Serviced Goods are excluded from refunds, the full cost once ordered is subject to payment (+Vat)

13.4 As with many Antique or reclaimed goods, the final level of possible restoration results cannot be guaranteed, and any Agreements will be assessed and deemed on an estimated result only

13.5 Any completed Serviced Goods will be required for delivery or collection within 14 days of completion and full Payment received, Failure to collect or Pay will result in additional charges at our discretion for additional storage. Price dependant on size and Value

14 REMOVALS

14.1 Where required, the removal of Fireplace/Chimneypieces from the will be performed by process required upon assessment, and pricing

14.2 Although the ultimate care will be taken, no guarantee and subsequent liability can be taken, as unseen factors such as method of Install and fireplace integrity in the event of unforeseen damage or breakages, any such damage may result in alterations where necessary to pricing of restoration

14.3 Although the utmost care will be taken, the process may cause damage to surrounding areas such as walls, we take no liability or responsibility to repair any such damages

14.4 The Buyer shall ensure that adequate protection of all fixtures and fittings on Site is provided prior to delivery and installation. The Company accepts no liability whatsoever for any damages where such adequate protection is not on Site.



15 INSTALLATIONS

15.1 Installation of Goods supplied by us or others is by booking only.

15.2 Installation of Goods **such as fireplaces/chimneypieces require a "Site Visit" to be made and a report to be submitted with** site requirements and stipulations. Any Report charges are then deducted from any installation costs. are based upon a chargeable

15.3 A Standard Install consists of installation of a Hearth, Chimneypiece, slips if required, and interior finish of render or lined with Iron, Steel or Register/Hob Grates

15.4 Standard Installation Price does not include:

- Alterations to chambers that require blockwork or lintels to size
- Installations of oversize parts that require lifting equipment
- Delivery of non-supplied products to site

15.5 Installation costs are calculated from a set brief (Available upon request) and are calculated working on the basis of an 8 Hour working Day, 5 Day Week. The working of weekends is subject to additional cost. Public Holidays are Not Subject to scheduled works.

15.6 Should an **agreed "Booked Date"** be cancelled or postponed through no fault of the Company, within 48 hours of said date, a **"Failed Fix" fee** of £450 (plus VAT) if the project entails distance that has required accommodation, any costs of cancellation will also be payable, and shall as such also be invoiced, and an alternative date will be scheduled at the earliest convenience

15.7 All installations shall be carried out between the hours of 7am to 5.00pm Monday to Friday, based on an 8-hour Day - Subject to Site opening times, late starting times (9am onwards) will need to be made known prior to pricing (Site Visit) There may be exceptions made to this, subject to agreement by the company.

15.8 The area of installation is to be clear upon arrival, with sound footing and access, we would ask that we are given an area cleared, of a minimum 1.8m from the Chamber (or area of working) we will also require an additional area to temporarily stack any materials and Fireplaces. Failure to not be of a position to begin or unload upon arrival will result in our exit from site, incurring a Failed Fix. Site opening + 20mins is the maximum time allotted.

15.9 The Buyer shall, supply to us all relevant and necessary data or information including drawings and reports prior to Site Visit Survey and Pricing, any additional changes subject to later divulged information may be subject to additional charging.

15.10 The Buyer shall give instruction or request any other Contractors to give such assistance to us as requested or required to provide conditions as requested to perform quoted services.

15.11 It is the Buyers responsibility (or to instruct the relevant contractor) that the following is provided on site:

It is required that Standard HSE standards are met

- 110V (240V Power will require a transformer) at all times
- Task lighting in designated room
- Mains water supply
- Waste disposal bins

15.12 It is the Buyers responsibility (or to instruct the relevant contractor) that the following is provided on site:
A safe, Direct and clear access to (and in) the room where we are to work and install, we will require a minimum 2m clearance from the Breastline of installation. Upon arrival, at our discretion and assessment a room not ready for our arrival, with an estimated wait time of over an hour for clearance will lead to our exiting from site and a failed fix will be chargeable.

15.13 It is the Buyers responsibility (or to instruct the relevant contractor) that adequate protection of fixtures and fittings is provided on site Prior to delivery and Install. This includes access and the working area. We will accept no responsibility or liability whatsoever for any damages where adequate protection is not present

15.14 Both Parties (the Buyer and Us) warrant that every contractor or person on site will comply with the provisions of the Health and Safety at Work Act 1974 and work to given risk assessments and method statements as required by regulations relating to but not limited to such matters as manual handling, hazardous substances, noise and personal protective equipment.



15.15 The parties warrant that every contractor or person on site conform to the provisions of the CDM Regulations and approved Codes of Practice issued by the Health and Safety Executive, and where required and relative nearby workers are at least CSCS trained.

15.16 The Buyer shall indemnify the Company against any liability, damage or claim resulting from personal injury or death of any person or damage to any property of any other persons arising from the carrying out of the Works save insofar as the same result from any breach of contract, negligence or breach of statutory duty on the part of the Company.

15.17 Installation does not include any of the following Works to the area: Alterations to Chamber Sizes, Breast Alterations, Sub Hearths, Flooring Alterations, Lintels, removal of any debris from the Chambers, Preparations of Chambers, Works required to alteration of Lintels, that would appear to be structural works would have to be assessed and completed by Others

15.18 Installation is to be made to a complete, formed chamber to required size with all relative preparatory works completed prior to arrival.

15.19 Installation does not include any works to the Flue Lining or Gather, Recommended Contractor name can be given

15.20 Installation does not cover any provision or connection of Gas Supply. Recommended Contractor name can be given

15.21 Installation does not include the Templating for provision of Supply of goods, if conditions onsite change (floors Laid etc) and this is subsequently required an additional charge will be made, dependant on complexity.

15.22 Installation does not cover provision of additional Installation dates to install items separately such as Hearths or interiors, Extra Visits will be charged appropriately.

15.23 Installation does not cover provision of additional equipment such as lifting equipment, or additional labour, if this required then additional costing will be required and will be deemed chargeable

15.24 It is recommended that Hearths are installed prior to flooring, the main reason for this is quality of finish, our install Tolerances on levels are <-1mm, Flooring often follows subfloor lines and often run out of level, prior Hearth installations enable the floor installation to be raised to meet where required for an even finish. This is especially recommended where Hearths are to be flush with Floors.

15.25 **"Flush" Hearths are "Aris Flush" the small 2/3mm Chamfer that is around the cut edge of the Hearth is raised above the finished floor.** This is both traditional, for the reason it is practical, (Floors can be Butted up tight to the hearth) and gives a defined line aesthetically

15.26 SubHearths where required will need to be at a relative height giving an allowance of 10mm -20mm (minimum – maximum) for adhesive bed unless otherwise stated

15.27 Dependant on fuel Type, (Gas or solid) Interior material finish recommendations will vary, as such that for Solid Fuel, Cement Render is NOT recommended, it is subject to Cracking over time, and as such is likely to fail, so we will not be laible/ responsible if this is the case.

15.28 It is recommended That all fireplaces as is traditional are let into the wall, this will be a requirement for solid fuel burning fires, and a disclaimer will be made if this is not possible

15.29 Although the utmost care will be taken, where necessary the Fireplace may be required to be let into the wall line (as per 15.15), any making good around the fireplace is not our responsibility and will **need "Making Good" by others**

15.30 Any Additional finishing such as repainting of the interiors (where possible) is to be done at a later date, once materials have set and cured, and additional cost for this can be calculated, or done by others.

15.31 Upon installation completion, photographic evidence will be taken of final install, and upon completion will become the responsibility of the buyer to protect or instruct protection by site/others

15.32 It is the responsibility of The Buyer to ensure that the proposed site/position of Install meets requirements of: sound base (Concrete SubHearth) and that the Breast/ vertical wall Material is suitable to take standard mechanical fixings for the **Goods to be "tied" to the wall. This will Be assessed on site** Visit and recommendations made.



16 STORAGE

16.1 Storage will be charged at monthly Rate, dependant on size, weight and Value

16.2 Storage does not include the collection or delivery of any goods

17 WARRANTIES

17.1 Upon completion, where possible the work shall be handed over to the buyer, or a representative of, such as a site manager Forman or contracted employee.

17.2 Upon Completion photographic record will be taken, and kept as reference of Handover condition

17.3 All works are guaranteed for 12 months, subject to all installation criteria being met.

This does not include:

- Any post install damage due to any component part of the supplied goods,
- Any damage such as scratches, chips or cleaning
- Any installations where criteria such as SubHearths, Solid Wall Fixings are not met
- Any installation that is against recommendations (subject to discretion)

17.4 – Parts such as Gas Burners or other supplied finished products, which will be subject to manufacturers warranties