

## Terms & Conditions

### 1 About Us

This website is operated by Environmental Fireplace Solutions Limited (referred to as we, us, our)  
Company Registered in England No. 6068185  
VAT Number - GB 910988504  
Registered office address – 172 Ferry Lane Stanley Wakefield WF3 4LT

### 2 About You

- a. As user of our website and a purchaser of our goods, you (referred to as you, your) acknowledge that any use or transactions you make is subject to our terms and conditions set out on in written publications and our website and that any information you provide is accurate and complete.
- b. If you are not purchasing as a consumer, you confirm that you have the authority to contract for the person and/or organisation you purport to use and purchase for.
- c. You also acknowledge that you intend to purchase and use items for the purposes for which they are made and will comply with any conditions attached to use etc.
- d. Where the use of any facility, such as a website depends upon use of login and password (user access information) this is entirely at our discretion but such user access information must be kept confidential by you.

### 3 Goods

Goods - This means any item that we have available for sale. At all times all goods are subject to availability.

### 4 Ordering

- 1 You can order by phone, post, e-mail or on our website. Please refer to the instructions on our website.
- 2 Orders are subject to acceptance by us and in accordance with these terms and conditions.
- 3 Your completion of submitting an order or any e-mail detailing what you have ordered is neither acceptance nor confirmation of your order.
- 4 Upon receipt of your order we will process your chosen method of payment and check our stock availability. If we are unable to supply the goods, we will inform you of this within 7 days and provide any refund of payment that has been made already.
- 5 When we despatch the goods to you this will be our acceptance of your order and will denote the completion of our contract with you unless we have notified you that we do not accept your order or you have cancelled it.

### 5 Payment

- 1 The price of the goods is as displayed on our website at the time of purchase or as displayed in any current brochure (from which goods can be ordered at the time of placing your order). The last date upon which goods can be ordered at the stated prices will be displayed on our website and brochure.
- 2 All prices include VAT (where applicable) at the applicable current rates but exclude delivery charges, unless expressly stated otherwise.
- 3 We reserve the right to increase prices without prior notice, subject to 5(1) above.
- 4 Payment for goods must be made when placing the order by postal order, visa, MasterCard/access, switch/maestro, delta/connect or by cheque but you must write your cheque guarantee card number, guarantee amount and expiry date on the back of the cheque.
- 5 Payment will not be deemed to have been received until it has been processed and either transferred to and reached our account or authorised by your payment provider as we, at our discretion, determine.
- 6 The title in any goods will not pass to you until we have received full payment.
- 7 We use Secpay to accept payments from your credit or debit card. The following link to Secpay explains about the security of your transaction that are made on-line using the Secpay facility [http://www.secpay.com/cust\\_message.html](http://www.secpay.com/cust_message.html)

### 6 Delivery

- 1 Any delivery charges quoted are for delivery to addresses in mainland Britain excluding the Scottish Highlands. Please contact us to arrange a quotation for the Channel Islands, Scottish Highlands and Islands and Northern Ireland etc.
- 2 Delivery of items will be by a service that requires a signature on receipt. Signing it confirms receipt but also the state of the parcel received.
- 3 When you receive your order it is your responsibility to examine goods carefully for any damage. If there is any damage or if, for example, a parcel shows signs of damage whatsoever please sign for it 'Received Damaged'.
- 4 Some of our goods are to order only. We will aim to deliver items that are in stock within 1 week. Items out of stock can take up to 4 weeks to deliver, we will advise you accordingly if delivery is not possible within this estimated time-frame. All goods are delivered by a specialist delivery company.

- 5 Whilst we will use our reasonable endeavours to supply goods within any time estimate we give we shall not be responsible for any failure to provide goods nor any unavailability nor any losses or damage resulting from a failure to provide or any delay.

## **7 Our 7-day Guarantee, Returns, Cancellations and Substitutions**

- 1 We offer a 7-day money-back guarantee provided that you comply with these terms and condition. However, some goods may be excluded. These will be clearly marked next to the product name.
- 2 To comply with the terms of our 7-day guarantee:-
  - a. Within 7 days of receipt of the item, you must contact us by telephone or e-mail, giving the order number and item details, advising us that you intend to return the item.
  - b. When you contact us, you will be given a return number that must be enclosed when you return the goods to us.
  - c. You must return the item and ensure it reaches us within 10 days of the date you received the goods.
  - d. Any items must be returned unused in their original condition and packaging and in saleable condition using any returns forms or reference numbers provided to you by us or as enclosed with the item when it was sent to you.
  - e. Goods must be sent using a guaranteed delivery service with item reference number capable of being tracked and traced on-line, with sufficient value transit insurance (you must retain stamped proof of all this), as we cannot be held liable for lost or damaged goods. Once we have received them safely then the cost of the goods (but not original or return to us delivery or postage or packaging charges) will be credited within 30 days of their receipt by us. When you have made a card payment credit will be made only to the original card you used to make the payment.
  - f. We can arrange collection of items at a cost of £25. This will be deducted from any credit, which may be due to you after we have received them unused in their original packaging and in saleable condition.
  - g. This 7-day money back guarantee does not apply to certain items including items made to your specification (bespoke sizes).
- 3 Occasionally manufacturer's product specifications may change, and if so, we will do our best to offer you a substitute of the same or better quality at the same price. If you are not happy with the replacement, you can return it using our 7-day money back guarantee terms.
- 4 Sizes and measurements are approximate. Whilst we take care to ensure that each item is accurately specified and described slight variations, particularly in colour reproduction may occur.
- 5 Where applicable, you may cancel your order in accordance with your rights under the Distance Selling Regulations and but you must comply with our 7 day guarantee terms as above. You have 7 days from receipt of goods to cancel and must return the good within 10 days of receipt of goods. For items to which these Regulations do not apply please refer to Clause 7(2)(g) above.
- 6 In the unlikely event that you have received faulty items or the wrong items, you must comply with clause 6(3). You must then contact us on the day of receipt to advise us giving details of the fault. We will then advise you about how to return. When you contact us, you will be given a return number that must be enclosed when you return the goods to us.
  - a. You must return the item and ensure it reaches us within 10 days of the date you received the goods.
  - b. Any items must be returned unused in their original packaging using any forms or reference numbers provided to you by us.
  - c. Goods must be sent using a guaranteed delivery service with item reference number capable of being tracked and traced on-line, with sufficient value transit insurance (you must retain stamped proof of all this), as we cannot be held liable for lost or further damaged goods.
  - d. Once we have received them safely then the cost of the items together with delivery or postage or packaging charges will be credited within 30 days of receipt of the goods by us. When you have made a card payment credit will be made only to the original card you used to make the payment

## **8 Intellectual property & use**

- 1 Use of the website is by licence only for personal use and you acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors.
- 2 You also acknowledge and agree that our website is made available for your personal use only and you may only download our brochures and documents that are available for downloading and clearly marked as such. You may not, nor assist any other person or organisation, as to either all or any part of material, content or otherwise, to download, copy, assign, transmit, publish, display, use, reproduce, distribute, modify, make derivative works, create Internet "links" to the website without our express permission in writing including use of our name and any copyrighted or trademarks content.
- 3 We cannot guarantee that the provision of the website will be uninterrupted, secure or error-free nor free of viruses or anything which may affect the use nor will be held liable for such. Particularly, there

are inherent problems in the use of the internet that we will not be responsible for, nor for any crashes etc which may result in data loss or other problems whilst using our website. The Site is provided on an "as is" and "as available" basis.

## 9 Liability Disclaimer

- 1 To the extent that the law allows we will not be held responsible for any loss, incidental or consequential damage, or loss arising out of purchase, use (unauthorised or otherwise), errors, mistakes, accident, theft or fraud, destruction, or any part of the supply of goods or use of our website or brochure or literature.
- 2 In the unlikely event that we would be held liable for anything whatsoever then, to the extent that the law allows, any aggregate liability whatsoever shall be limited to 100% of the amount paid by you for the goods involved in the incident or series of incidents.
- 3 We take all reasonable precautions to keep the details of your order and payment secure, we cannot be held liable for any losses caused as a result of unauthorised access to information you provided.
- 4 You are responsible for providing correct information; particularly delivery information and we will not be held responsible for any losses whatsoever in this regard.
- 5 We do not intend to affect your statutory rights as a consumer.

## 10 Your information and data protection

- 1 Any services we provide to you may be reliant on information provided by you, so you are responsible for ensuring that any information you provide is accurate, correct and up-to-date. Any information we hold (because of any agreement or otherwise) will be used to:
  - a. Identify you when you contact us
  - b. Carry out payment processes such as authentication and authorisation
  - c. Run our business efficiently.
  - d. For marketing purposes we may share your information with organisations that are our business partners to contact you advising you about goods and services if you have indicated that you agree to receive such information. If you do not want to receive this information, no further action is necessary. Nor is further action necessary if you have previously indicated to us that you do not want to receive such marketing material.
  - e. To make sure that we follow your instructions correctly and to improve our service through training of our staff, we may monitor and record any communication between you and us.
- 2
  - a. As with most other websites we do use cookies, which are, files that Web browsers place on a computer's hard drive which help us to identify whether you have visited the Site previously so that we can make the experience as meaningful to you personally as is possible.
  - b. Standing alone, cookies do not identify you personally but merely recognise your browser. Unless you choose to identify yourself to us, such as placing an order, you remain anonymous to us. Cookies can be session-based and persistent. Session cookies exist only during an online session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you have closed your browser or turned off your computer. They include such information as a unique identifier for your browser.
  - c. We use session cookies containing encrypted information to allow the system to uniquely identify you while you are logged in. This information allows us process your online order. We are especially careful about the security and confidentiality of the information stored in persistent cookies.
- 3 If you give us information about another individual or organisation it is on the basis that they have agreed to this.
- 4 You are entitled to ask for a copy of your information (for which we may charge a small fee) and to correct any inaccuracies.
- 5 For security of online payment see clause 5.

## 11 Assignment

- 1 Any rights given cannot be transferred, sold, rented or shared in any way by you and nobody else can benefit but you. A copy of these terms will be admissible in the case of any dispute or in any proceedings.
- 2 We reserve the right to assign and/ or sub-contract all or any part of the supply of goods but if we do this it will not affect your rights under any agreement.

## 12 Electronic Ordering and/ or goods

You can cancel any order made via our web-site within 7 days of receiving the goods. Please refer to clause 7. We will then refund any amount you have paid within 30 days of receiving your cancellation. When you have made a card payment credit will be made only to the original card you used to make the payment.

However, when you purchase personalised good (see clause 7) you waive your cancellation or refund rights under Regulation 13 of the Consumer Protection (Distance Selling) Regulations 2000.

### **13 Queries, complaints, Notices**

- 1 We aim to respond to any queries or complaints within 7 working days.
- 2 By e-mail – enquires@fireplaceheatsaver.co.uk By Post - 172 Ferry Lane Stanley Wakefield WF3 4LT must be addressed in writing to us at the above address. If any complaint may amount to a breach of any term of this condition then you must allow us 30 days to remedy that breach.
- 3 Any notices for either party must be in writing to our registered office and for you, your address on your last order.
- 4 Notices will be deemed to have been received on the 7th day after posting using Royal Mail 1st class service provided that a duly stamped proof of posting is obtained from Royal Mail.

### **14 Generally**

- 1 We reserve the right to vary our terms and conditions at any time and such variation takes effect when they are posted on the website. It is your responsibility to read terms and conditions on each occasion you use or purchase and your continued use of our website shall confirm your acceptance to be bound by the latest terms and conditions.
- 2 These terms and conditions supersede any and all prior representations, understandings and agreements between you and us
- 3 Goods are available on the basis they are for domestic use unless otherwise specially stated.

### **15 Invalidity**

Each clause or any part at all of any agreement is to be regarded as independent of the others. This means that should any clause or any part at all of any agreement be found to be unenforceable or invalid it will not affect the enforceability or validity of the rest of any agreement.

### **16 Jurisdiction**

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Current Prices are subject to changes in VAT legislation

We recommend you print out a copy of these terms and conditions for your future reference.