

# EAST MIDLAND STOVES

Bespoke Stove Installations

## 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply goods and services to you.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are East Midland Stoves a partnership established in England and Wales. Our address is Rugby House, Hinkley Road, Sapcote, Leicestershire, LE9 4FU. Our registered VAT number is 152649696.

**2.2 How to contact us.** You can contact us by telephoning our customer service team on 01455 270777 or by writing to us at enquiries@eastmidlandstoves.com.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

**3.1 How we will accept your order.** We will confirm our acceptance of your order over the telephone or in writing, at which point a contract will come into existence between you and us and these terms and conditions shall apply.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

## 4. OUR PRODUCTS

**4.1 Products may vary slightly from their pictures.** The images of the products on our website or in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images. By appointment, you are able to visit our showroom based at Rugby House, Hinkley Road, Sapcote, Leicestershire, LE9 4FU. However, we cannot guarantee that all of our products will be available to view within our showroom at any one time.

**4.2 Natural Products.** We supply natural products such as slate, oak and natural stone that can vary in their appearance due to the very nature of the product. We cannot guarantee the appearance of such products and you agree that imperfections within these natural products are accepted by you.

**4.3 Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

## 5. YOUR RIGHTS TO MAKE CHANGES

**5.1** If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract in accordance with these terms and conditions.

## 6. OUR RIGHTS TO MAKE CHANGES

**6.1** Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

## 7. PROVIDING THE PRODUCTS

**7.1 Delivery costs.** The costs of delivery will be agreed with you when we accept your order. **When we will provide the products.** During the order process we will let you know when we will provide the products to you.

- (a) **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible.
- (b) **If the products are one-off services.** We will begin the services on the date agreed with you during the order process.

**7.2 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**7.3 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours as detailed on our website.

**7.4 If you are not at home when the product is delivered.** If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

**7.5 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

**7.6 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

**7.7 Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods; or
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances)

**7.8 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

**7.9 When you own goods.** You own a product which is goods once we have received payment in full.

**7.10 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your address or telephone number. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.11 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;

- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

**7.12 We may suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.3) we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.4).

## **8. YOUR RIGHTS TO END THE CONTRACT**

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 8.2;
- (c) **If you have just changed your mind about the product**, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong [(including because we have delivered late (see clause 7.7)].

**8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought over the telephone, by mail order or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services?** If so, you have 14 days from the date we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought goods?** If so, you have 14 days after the day you receive the goods, unless such goods are provided and installed as part of a service, in which case, clause 8.4(a) above shall apply.

**8.5 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered, and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **9. ENDING THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by phone or email. You can call our customer services on 01455 270777 or email us at [enquiries@eastmidlandstoves.com](mailto:enquiries@eastmidlandstoves.com). Please provide your name, address and order reference.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, or allow us to collect them from you. Please call customer services on 01455 270777 or email us at [enquiries@eastmidlandstoves.com](mailto:enquiries@eastmidlandstoves.com) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

**9.3** When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed (excluding natural imperfections as referred to in clause 4.2); or
- (b) if you are ending the contract because we have told you of an upcoming change to the product, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6** Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**9.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.8.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **10. OUR RIGHTS TO END THE CONTRACT**

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, information required for delivery of the goods and/or services;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or

- 10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 10.3 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as reasonably practicable, in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.
- 11. PROBLEM WITH THE PRODUCT**
- 11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 01455 270777 or write to us at [enquiries@eastmidlandstoves.com](mailto:enquiries@eastmidlandstoves.com) or Rugby House, Hinkley Road, Sapcote, Leicestershire, LE9 4FU.
- 11.2 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you.. Please call customer services on 01455 270777 or email or write to us at [enquiries@eastmidlandstoves.com](mailto:enquiries@eastmidlandstoves.com) or Rugby House, Hinkley Road, Sapcote, Leicestershire, LE9 4FU for a return label or to arrange collection.
- 11.3 Manufacturers' Warranty.** If the goods supplied to you come with a standard manufacturer's warranty, you will be responsible for the registration of it.
- 11.4 One Year Fitting Guarantee.** We offer a one year fitting guarantee on the services provided to you by us. If there is a problem with a service that we have provided, we will repair it as soon as reasonably practicable unless it is guaranteed under a manufacturer's warranty as detailed in clause 11.3 above.
- 12. PRICE AND PAYMENT**
- 12.1 Where to find the price for the product.** The price of the product will be the price agreed when we accept your order.
- 12.2 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 12.3 When you must pay and how you must pay.** We accept payment by cash, cheque, bank transfers, credit and debit cards. The price payable ("**Price**") for the goods and/or services shall be agreed when you place your order with us, and shall be payable as follows:
- A non refundable deposit of 20% of the Price is payable when you place your order.
  - The balance shall be due and payable within 7 days of completion of the services or upon delivery of the goods.
- 12.4 Additional Fees.** If further products are required to complete the services that we are providing to you, you will be invoiced for these additional items on completion of the services and payment shall be made by you in accordance with clause 12.3.
- 12.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 13. LOSS OR DAMAGE SUFFERED BY YOU**
- 13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 13.3 Damage to your property.** If we are providing services, you will be responsible for removing all furniture located in the same room as the services to be undertaken. You will also need to cover any furniture that is not or cannot be removed. We are not responsible for:
- the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services;
  - the cost or replacement of any coving or skirting board that is damaged or needs replacing following the installation services;
  - any gas or electrical work that is required prior to, during or after the installation services. We are not gas or electrical specialists and work of this nature will need to be undertaken by a qualified professional.
- 13.4 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 14.1 How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website at [www.eastmidlandstoves.co.uk](http://www.eastmidlandstoves.co.uk).
- 15. OTHER IMPORTANT TERMS**
- 15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 15.7 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.