

Please read our terms and conditions carefully. We recommend that you print the terms out for reference in the future. Cambridge Stoves' ("we", "our") is a trading name of: Cambridge Stoves Limited, Tel: 01223 269643/ Email [info@cambridgestoves.co.uk](mailto:info@cambridgestoves.co.uk)

## 1. CONDITIONS APPLICABLE

1.1 By placing an order with Cambridge Stoves, the buyer agrees to be bound by these terms. If you do not accept these terms, you may not use our site or access or display any of the information made available to you at our site.

1.2 Cambridge Stoves shall sell and the buyer shall purchase the products in accordance with any written, electronic or verbal order of the buyer which is accepted by Cambridge Stoves, subject in any case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the buyer.

1.3 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Cambridge Stoves, acting by its Proprietor or some other person authorised in writing by him.

1.4 Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Cambridge Stoves shall be subject to correction without any liability on the part of Cambridge Stoves.

1.5 If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected. Your statutory rights are not affected.

## 2. SERVICE

2.1 Cambridge Stoves aim to offer year round good service to customers. Due to the nature of the business, however, we naturally have more time available to potential Buyers in the Summer months than Autumn/Winter.

2.2 Cambridge Stoves may travel further in Summer months than in Autumn/Winter.

2.3 Cambridge Stoves may offer discounts for installations from April to August that are not extended.

2.4 Cambridge Stoves may withdraw without notice the free home visit service during busy months.

## 3. PRICE

3.1 Prices are correct at time of publication.

3.2 All prices include VAT at the standard rate (20.0%)

3.3 Cambridge Stoves reserve the right to change any advertised prices at any time.

3.4 Errors and omissions are accepted.

3.5 All prices are in Great Britain Pounds Sterling.

## 4. OFFER & ACCEPTANCE

4.1 A binding contract is formed between you and Cambridge Stoves when you receive confirmation from us by email, telephone, or other agreed means that your order has been accepted.

4.2 Where the Buyer accepted any Products then Cambridge Stoves shall have no liability whatever to the Buyer in respect of those Products.

4.3 To order goods you must be at least 18 years of age.

4.4 The home visit service is an opportunity to ask any questions and to obtain any measurements for all potential work e.g. hearths, fire places. Cambridge Stoves kindly ask that persons fully prepare for the visit.

4.5 Cambridge Stoves reserve the right to charge (£40 – £60 depending on the area) for subsequent home visits requested by the Buyer. This does not include installation or delivery dates.

## 5. SUPPLY & SERVICE OF GOODS

5.1 The Buyer is solely responsible for insuring that the Products are suitable and fit for the purpose.

5.2 Cambridge Stoves reserves the right to refuse the supply of goods at its discretion.

5.3 Cambridge Stoves recommend granite to be most suitable for hearths. Cambridge Stoves accept no responsibility for scratching or similar when laying hearths of other materials such as slate, sandstone or limestone.

5.4 Cambridge Stoves require the purchaser to be present for an induction at the completion of any stove installation, to be shown how to operate the machine, given advice for maintenance and general care.

5.5 Cambridge Stoves will charge a £65 call out fee, payable in advance, to any customers who have failed to attend the induction and require assistance in working their stove/are using wet wood & the stove works perfectly with dry wood. This fee is refundable should the stove be found faulty by Cambridge Stoves.

5.6 Cambridge Stoves recommend an annual service of your stove by a professional chimney sweep for optimum maintenance.

## 6. PAYMENT

6.1 All orders must be paid in full or agreed deposit amount at the time they are placed.

6.2 Cambridge Stoves accept in person payment with all major credit and debit cards, including Visa, Mastercard, Delta, Switch and Maestro. Credit card payments are subject to a 2% charge (we do not accept Amex).

6.3 Cambridge Stoves require the balance amount on the day of installation/delivery of the stove. If wishing to pay by card or bank transfer, please do so by prior arrangement. Any late payment is subject to a £30 administration charge.

## 7. AVAILABILITY

7.1 All goods are offered subject to availability. Where goods are found to be unavailable or discontinued, Cambridge Stoves will offer a similar substitute if available, subject to your agreement.

7.2 Cambridge Stoves may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to Cambridge Stoves specification.

7.3 If a suitable substitute is not available, the transaction for that item will be void and any payment will be returned.

7.4 In the event of any product being unavailable, Cambridge Stoves shall be relieved of any liability in connection with all such contracts or orders. In no case shall the company be bound to obtain or deliver products from any other sources than those contemplated in the order.

7.5 Cambridge Stoves will not be held responsible for any costs incurred due to items being delayed or unavailable.

## 8. FORCE MAJEURE

8.1 Neither party shall be liable for any default due to any act of God, war, strikes, lock outs, accidents, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply.

8.2 Cambridge Stoves shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining, or delivering the products by normal routes or means of delivery through circumstances beyond its control.

## 9. CANCELLATION OF ORDER

9.1 Should you wish to cancel your order, please contact us at the earliest convenience. If we have not processed the stove order, we are happy to cancel and refund in full. Also, should we have the time to halt the stove order, there will be no fee.

9.2 Should you cancel after stove has been delivered, or in process of being delivered, Cambridge Stoves will hold the deposit payment until successful re-sale of the stove, at which point, the deposit will be refunded minus £60.00 administration fee.

9.3 Cambridge Stoves will not refund or replace any products supplied correctly that the Buyer decides after delivery is not suitable.

## 10. DELIVERY

10.1 Cambridge Stoves endeavour to deliver all stock items within 28 working days from receipt of your order. Deliveries are subject to payment authorisation.

10.2 Delivery will be made by an agent of Cambridge Stoves between 8am and 5.30pm, Monday to Friday.

10.3 Cambridge Stoves shall use reasonable endeavours to meet any date agreed for delivery but will not be liable for any delay in delivery howsoever caused or any resulting losses incurred due to failure to deliver.

10.4 Delivery will be made to your door. Placement of your products is at the discretion of the delivery driver. Deliveries of stoves over gravelled or uneven drives are not possible; therefore, please arrange an alternative delivery location.

10.5 Cambridge Stoves currently offer to lay hearths for clients, when requested, free of charge, however, takes no responsibility for any nicks, chips or scratches etc. which may occur.

## 11. TITLE & RISK

11.1 Risk of damage to or loss of the Products shall pass to the buyer upon delivery.

11.2 Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until Cambridge Stoves has received in cash or clear funds, payment in full.

## 12. PRIVACY & SECURITY

12.1 All personal details that you give us are securely stored. We do not supply or sell customers details to any outside organisation. We will endeavour to take all reasonable care, in so far as it is possible to do so, to keep all details of your order and payment secure but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering.

## 13. USE OF OUR SITE

13.1 To the fullest extent permitted at law, Cambridge Stoves are providing their site and its contents on an "as is" basis and makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this website or the information, content, prices, materials or products included in this site, including, without limitation, warranties of merchantability, satisfactory quality and fitness for a particular purpose.

13.2 Except as specifically stated on our site, to the fullest extent permitted at law, neither Cambridge Stoves nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of it or the information, content, materials or products included on it. This is a comprehensive limitation of liability that applies to all damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

13.3 For the avoidance of doubt, Cambridge Stoves does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of Cambridge Stoves its affiliates, directors, employees or other representatives.

## 14. GOVERNING LAW AND JURISDICTION

14.1 This contract is subject to the law of England and Wales. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 15. REPRESENTATIONS

15.1 No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or Employees of Cambridge Stoves shall be construed to enlarge, vary or override in any way thereof any of these conditions.

## 16. CONSEQUENTIAL LOSS

16.1 Cambridge Stoves shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits, income or accrual or loss of such profits, income production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis, to the fullest extent of the law. Please do not book installers for any items until you have received and checked your order in full.

## 17. WARRANTIES & LIABILITY

17.1 The stated warranties are on a parts basis only. We do not have service engineers on the road.

17.2 Cambridge Stoves shall provide the Buyer with such information as is required to claim under the manufacturer's warranty. In the event of a claim, the Buyer shall, in the first instance, contact Cambridge Stoves customer service department.

17.3 Cambridge Stoves do not provide any warranty cover against defects in its own right.

17.4 In any event and despite anything contained in these conditions, in no circumstances shall Cambridge Stoves be liable in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses (ii) for any loss of profit, business contracts, revenues or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

17.5 Warranty claims must be supported by photographic evidence and a written description of the issue, either via email or standard post

17.6 Post installation warranty claims must also be supported by identification details of the installer from the relevant regulatory body.

## 18. LINKS

18.1 Cambridge Stoves do not accept any liability for any website not under our control, which may act as a portal to our site or be connected by a link with our site or that we connect by a link to.

## 19. GENERAL

19.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and the party shall be entitled to a reasonable extension of its obligations.

19.2 These terms and conditions are subject to change at any time without prior notice to you.