

SPECIAL TERMS AND CONDITIONS

1. Unless the Supplier has agreed to obtain the consent of the relevant local authority, the Client is solely responsible for obtaining such consent (if required) and complying with any conditions imposed.
2. The Client is solely responsible for ensuring that the land upon which the fireplace is to be installed is not subject to any easement or other building restriction.
3. The Client acknowledges that the total weight of the fireplace is considerable (some models weigh in excess of three tonnes). The Client is solely responsible for ensuring the suitability and stability of the foundations upon which the fireplace is to be installed. The Client has been advised to ensure the ground is "good ground" as defined by Building Code 3604.
4. The Supplier has notified the Client that the weight of the fireplace and delivery truck may cause damage to the Client's driveway. The Client will not seek any compensation from the Supplier for any such damage caused.
5. If the contract price does not include delivery and installation, insurance risk in respect of the fireplace shall pass upon pick-up by the Client. If the contract price includes delivery and installation, insurance risk in respect of the fireplace shall pass upon delivery to and installation at the installation address. Further, once the Supplier enters the installation address, the Client shall be liable for any damage caused in moving the fireplace into position (whether such damage is caused to the fireplace, the Client's property or any other person's property).
6. If the Client fails to pay the contract price or any part of it on the due date/s, the Client shall pay penalty interest to the Supplier at the rate of 2% per month on the amount outstanding, calculated at a daily rate from the due date/s until the date payment in full is eventually made. The Client will also reimburse the Supplier for any legal fees and debt collection charges incurred in recovering monies owed by the Client.
7. Title in respect of the fireplace remains with the Supplier until the contract price has been paid in full. The Supplier may re-enter the installation address (by reasonable force if necessary) and repossess the fireplace, without prejudice to the Supplier's rights against the Client for any monies outstanding.
8. If any action or claim is lodged against the Supplier by a third party as a result of the Client failing to attend to any of the matters covered by clauses 1 to 4 above, the Client will fully indemnify the Supplier for any losses (including legal fees) incurred as a result of such action or claim.
9. By signing this contract, or by receiving these Terms and Conditions and paying the deposit, the Client is deemed to have read, understood and accepted the terms and conditions provided herein.