

Signature	

Service Agreement

This Service Agreement is made by and between Flaming Fires LTD and the client. The parties agree to the following terms and conditions to install a new, supplied or existing Solid Fuel Burner.

Terms and Conditions

Payment & Pricing:

We operate a 'fixed' pricing scheme for a straightforward Quote.

In the event that you would like your Quote changed that requires a second visit you will be charged for a Site visit fee, see additional site visits in this document.

Payment for all material goods is required prior to processing any Quote unless you are provided a Grant then you will need to pay the entire amount Quoted.

The required bank account details will be listed on your Tax invoice of materials. Please use the invoice number as reference for payment, if you have not received an invoice please contact us.

Once all the works agreed upon are completed you will be invoiced for the remaining amount due and is payable within 7 days.

After 14 days a 2.5% penalty will apply every 14 days until the account has been paid unless otherwise agreed upon.

Various payment options are available, please ask our staff for these. We do not accept Cheque and all credit card transactions have a 2% surcharge.

All goods remain property of the company until invoices are paid in full.

Additional Site Visits:

Flaming Fires is required to carry out a site inspection in order to determine the final costs involved. This site inspection is a free service for all solid fuel heaters that Flaming Fires supply and install, ALL other required site visits will be charged accordingly with a minimum charge of \$80.00 per visit.

Any changes to the situation as to where the solid fuel heat is being installed after the date of the site visit may incur extra charges for site visits, materials and or installation.



Signature

Bookings:

The arranged appointment time is to be considered as an estimate of the arrival time to within 30 minutes. Problems with proceeding jobs and traffic conditions will have an effect on arrival time. We will phone the customer if the arrival time is likely to be more than 30 minutes after the arranged time. If this inconveniences the customer then the appointment time can be rearranged.

We require safe and legal parking and access. On arranging the appointment, the customer is to confirm the situation and advise us accordingly. In situations where Flaming Fires has to pay for parking, the parking fee will be charged to the customer. If on arrival at the property we are unable to park safely or legally, or at a sensible distance from the property, then we have the right to cancel the appointment and the customer will be liable for a call out charge. Please ensure that we have adequate access to the appliance to carry out the work.

Building Consent Processes: (if applicable)

Building Consent application is required for all solid fuel heaters installed, this process is as follows;

You as the customer are required to sign the relevant consent form for Flaming Fires to apply for a building consent as your agent, this as at the bottom of this document for you to sign and return to us, the signed name must be the same as on the record of title, both/all owners must sign and Trustees of the trust must sign their name as trustee – i.e., "Joe Bloggs as Trustee of ABC Trust"

You as the customer are required to provide a floor plan of the building and any building joined showing, this must include the fire location, all Smoke alarms and full layout including bedrooms, bathroom, kitchen, dining, living and any additional rooms as well as the measurements of all of these. An example Floor plan can be supplied if requested.

Floor plan requirements:

- Use a ruler and choose a scale (1:50 or 1:100).
- Show use of each room (e.g. Bedroom, kitchen, bathroom, laundry, garage ect.)
- Show Windows
- Show entry/exit doors to determine escape routes
- Show all levels to scale (if 2 storey building or more)
- Show dimensions of the existing house
- Show smoke alarm positions with measurements to prove 3.0m of sleeping spaces and at top and bottom of stairwells for 2 storey homes.
- Show Fireplace location with measurements to nearest windows or doors
- Show Roof pitch and material

Once Flaming Fires has received all relevant paperwork, information and payment we will start the process with the application for Certificate of title (Certificate of title can take 2 working days to obtain). And then proceed with the Permit

All building consents are lodged with Council on Weekdays 8AM - 4.30PM. If the required information has not been made available to Flaming Fires this will be lodged on the next



	 _
Signature	

business day, this also applies to public Holidays. We will take longer submitting and processing permits depending on the season.

Processing of Building Consents with Council will take "20 working days minimum" this time bracket is set out by Council and is at their discretion. Flaming Fires have no control over application time with Council and we must obtain consent prior to installation of a solid fuel heater.

Flaming Fires in the case of an insert fire if required will book the cavity inspection. This is organised to align with the installation of your solid fuel heater.

After installation of your solid fuel heater and the payment obligations have been met we will release your building consent pack including all required documents.

At this point Flaming Fires have completed their application and processing of building consent. Flaming Fires will book your final council inspection for the next available date (if applicable, some Councils do not require inspections)

Customers must provide working smoke alarms on site which we will install. If working smoke alarms are not provided we reserve the right to supply and install the required smoke alarms at \$24.99 per alarm.

New builds are at customer/building company's care.

You as the customer must complete this action within 20 working days or before the final inspection.

If this is not completed accordingly and the Council are to make any changes to rules or standard requirement Flaming Fires will take no responsibility for any additional works that may be required and will be charged accordingly. Flaming Fires will also take no responsibility for any prior works not carried out by Flaming Fires that may not be to the required Standard of works resulting in failure to obtain final sign off of the consent. Any extra council processing charges are the responsibility of the customer.

Health and Safety:

Upon the date of install, the property will be classed as a Flaming Fires building site and is to be a SITE SAFE SPACE. People, children and pets will be required to keep clear of the site safe area at all times unless otherwise advised by technicians onsite.

We will take all reasonable precautions to ensure the health and safety of the customer and occupants at the property. The customer must act on Flaming Fires advice with regards to health and safety while the work is in progress. Failure to act may result in termination of the work with full payment to be made. The customer is to ensure that the working area is safe and hygienic for us to enter. If we find the property dangerous to enter, the work will not proceed and the customer will be liable for a call out charge.

Working at heights is a Job and weather dependent activity. Flaming Fires has the right to cancel an appointment for work that involves ascending ladders or the use of mobile access equipment if it is judged to compromise safety. If equipment has been hired for the work, the



Signature

customer will be liable for the cost. No other additional charge will be made for our time and the appointment will be rearranged.

Annual Maintenance and Warranty:

The customer is to supply power for the work required, this will be mainly for the vacuum. If on arrival at the property, no power supply is available, the work may continue if able.

Flaming Fires will take all measures to adequately protect the property from dirt, soot and equipment. Fireplaces will be completely covered. All walkways will be sheeted.

If in the unlikely case that a problem occurs after your Fireplace Installation is complete, you have 48 hours to contact Flaming Fires with the complaint. Under the Consumers Guarantee act we have a right to investigate the complaint and will attend within 48 hours of this to review the incident and either rectify the problem or advise otherwise. If the issue is not caused by Flaming Fires, the customer will be liable for a call out charge.

Annual Maintenance is a requirement for both warranty and insurance purposes to ensure that your fire is at a safe and operational standard. If you have signed up to this but have not been contacted, please make contact with Flaming Fires for a booking.

As all warranty terms differ, please ensure you read your operations and warranty manual provided with the installation of your fire. If you do not receive this, please contact the team at Flaming Fires IMMEDIATELY.

Your firebox cover is subject to proof of annual inspection and servicing by a suitably qualified fire technician – If an issue occurs after a sweep and not reported within 48 hours Flaming Fires may not be held responsible.

Any damage caused by mishandling, misuse, abuse or alteration by the owner is not covered by this warranty, this also excludes normal wear and tear.

You may be Quoted the following optional extras; you have the option to remove them however some council require them to be installed:

- Stays (extra strength in liner reducing rattles and squeaks that may occur)
- Casing cover extension (Reduces the chance of capillary retraction)
- Bird mesh (Reduces the chance of birds entering the Flue system)

Your new solid fuel heater may make some unusual noises that are often part and parcel of owning a solid fuel heater, these are in most cases expansion and contraction of the fire heating and cooling. These noises are normal and often cannot be changed.

Your new solid fuel heater may experience wind noise issues in certain areas, this is unfortunately unable to be determined prior to installation and in most cases, this can be resolved.

If your fire experiences smoke blowing back into your house this is in most cases a sign of negative or low air pressure in your home with higher air pressure outside of your home. This can in some cases be reduced.



	Signature	

Flaming Fires take no responsibility for these potential issues with the surrounds of the solid fuel heater causing the appliance to fault. Remedy costs will apply to attempt to resolve these issues.

Cancellations and Install issues:

We understand that our customers have busy lives too. If you have to change or cancel an appointment please give as much notice as possible. We have allocated time in our day specifically for you and late notice cancellation may mean we cannot rebook. We may have turned away other customers if we have a full day.

If the customer wishes to cancel or rearrange the appointment then this should be done as soon as possible. If we arrive at the address for a previously agreed appointment, and are not required, or the customer is not present, or we cannot complete the work through no fault of ours the customer will be liable for a call out charge. If the customer is excessively late for the previously agreed appointment, a call out fee will be charged.

Should our Technicians turn up and be unable to carry the Quote/Installation out then we reserve the right to charge the full price of the intended booking.

If for some reason you would like to cancel your Fireplace Installation, Flaming Fires reserve the right to charge a restocking fee if the goods are received in store, this amount can equal the amount charged to Flaming fires by our supplier. Your building consent Fee is NOT REFUNDABLE.

Flaming Fires take no responsibility for delayed instals due to freight damage or inclement weather.

Acceptance of Quote:

By signing this quote you accept and understand all terms and conditions and agree to this fixed price quote offer.

Quote #	
Name	
Date	
·	
Signature	Signature
(Customer)	(Flaming Fires LTD)



Signature	

Permission to apply for consent

I give Flaming Fires permission to work on behalf of mys	elf to apply and complete the
building consent required for a new fire at the address of	f;

Addres	s:		
Name:			
Date: _			
	0:		
	Signature		
((Customer)		