The Fire Shop

COMPANY POLICY · TERMS OF TRADE & CONDITIONS OF SALE

Terms of Trade

The terms on which The Fire Shop Ltd supplies, installs, services and sweeps fireplaces and associated products and services throughout New Zealand.

Clear terms, fair dealing, no surprises.

1 Definitions

In these Terms of Trade, unless the context requires otherwise:

The Fire Shop	The Fire Shop Limited, and any of its agents, employees, successors and assigns.
Client	Any person or entity that requests or purchases Products and Services, and any person acting on their behalf or with their authority.
Guarantor	Any person who signs, or is required to sign, a guarantee of the Client's obligations under this agreement.
Products	All goods supplied by The Fire Shop — including fireplaces, flue systems, parts, accessories and materials — together with any goods on which The Fire Shop performs work or to which its materials are attached.
Services	All work and advice provided, including the supply, installation, fixing, repair, servicing, sweeping and maintenance of fireplaces and associated products, and any scaffolding, access or attendance.
Price	The cost of the Products and Services as agreed, including GST where applicable and any disbursements paid by The Fire Shop on the Client's behalf.
PPSA / CGA / HSWA	The Personal Property Securities Act 1999, the Consumer Guarantees Act 1993, and the Health and Safety at Work Act 2015.

2 Acceptance & basis of contract

- Any instruction to supply Products and Services — including written acceptance of a quote, payment of a deposit, or allowing work to commence — forms a binding contract and acceptance of these terms.
- These terms **prevail** over any terms put forward by the Client, and may only be varied in writing signed by The Fire Shop.
- These terms apply to the current and all future dealings between the parties, whether or not referred to again.
- The Fire Shop may update these terms; the version current at the time of each order applies, and is published at thefireshop.co.nz.

3 Quotations & estimates

- Quotations are valid for **60 days** unless stated otherwise, and exclude GST unless noted.
- Where no price is agreed in writing, Products and Services are charged at The Fire Shop's current rates at the time of the contract.
- Estimates are indicative only. Quotes may be revised for events beyond The Fire Shop's control, changes in scope, or site conditions not visible when quoting.
- Any work not expressly included in the quote is charged separately as a variation (section 13).

4 Price & GST

- Prices exclude GST unless stated; 15% GST is added at invoice.
- The Price may increase for any reasonable increase in the cost of supply beyond The Fire Shop's control before delivery (including manufacturer, freight or currency movements).
- A surcharge may apply to credit-card payments, and disbursements paid on the Client's behalf are recoverable in full.

5 Payment terms

- **Commercial clients:** payment is due on or before the **20th of the month following** the invoice date.
- **Domestic clients:** payment is due within **7 days** of the invoice date.
- Cheques or other instruments are not payment until cleared. No set-off, withholding or deduction is permitted.
- Interest of **2.5% per month** may be charged on overdue amounts, and all costs of recovery — including debt-collection commission and solicitor-and-own-client legal fees — are payable by the Client.
- Time is of the essence for payment.

6 Deposits & progress payments

- A deposit may be required before Products are ordered or work begins. Custom and special-order items always require a deposit.
- Where progress payments are specified, work may be paused until each payment is received, and the programme adjusted accordingly.
- Storage charges may apply where the Client is not ready to take delivery or proceed within a reasonable time.

7 Retention of title

- Risk in the Products passes to the Client on delivery, but **ownership remains with The Fire Shop until all amounts owing on any account are paid in full**.
- Until paid, the Client holds the Products as bailee, stores them so they are identifiable, and (where resold in the ordinary course) holds the proceeds on trust for The Fire Shop.
- The Fire Shop may, with reasonable notice, enter any premises where the Products are kept to inspect or recover them, and the Client indemnifies The Fire Shop for the cost of doing so.

8 Security interest — PPSA 1999

- These terms create a **security interest** in all present and after-acquired Products, and their proceeds, to secure all amounts the Client owes. The Fire Shop may register a financing statement on the Personal Property Securities Register.
- The Client will do all things reasonably required to enable The Fire Shop to perfect and enforce that security interest.
- The Client waives the right to receive a copy of any verification statement under s148 PPSA, and the parties contract out of ss114(1)(a), 133 and 134 and waive the Client's rights under ss116, 120(2), 121, 125–127, 129 and 131.
- The Client will not register a financing change statement without The Fire Shop's prior written consent.

9 Charge over property & caveat

- As security for amounts owing, the Client charges all of its estate and interest in any land and other property, present and future, in favour of The Fire Shop.
- The Client consents to The Fire Shop lodging a caveat or mortgage over that interest, and will sign any document reasonably required to give effect to this charge.

10 Personal guarantee

Where the Client is a company or trust, each person signing on its behalf personally and unconditionally guarantees payment of all amounts owing and indemnifies The Fire Shop against any default. This guarantee is continuing and survives the agreement.

11 Delivery & lead times

- Lead times and delivery dates are estimates only. The Fire Shop is not liable for delay caused by manufacturers, suppliers or carriers.
- The Client must inspect Products on delivery and note any shortage or visible damage at that time.
- Risk passes on delivery; the Client is responsible for insuring Products from that point until they are fixed and paid for (section 22).

12 Site access & readiness

- The Client provides safe, clear and timely access to the work area, including adequate parking, power and a structurally sound location for the hearth, appliance and flue.
- Protecting or removing furnishings, floor coverings and valuables is the Client's responsibility unless expressly quoted.
- The Client must disclose roof condition and any access hazards in advance. Where height access or scaffolding is required, it is charged unless included in the quote.
- If the site is not ready, work may be delayed and a call-out or return charge applied.

13 Variations

Any change to the scope, selections or site conditions is a variation, charged at The Fire Shop's current rates. Variations are confirmed in writing where practicable. Unforeseen site conditions discovered during the work may require a variation to price or programme.

14 Building consent & compliance

- Solid-fuel installations require a building consent. The Fire Shop can manage the consent, or — where the Client or their builder manages it — provide a photo log and Producer Statement (PS3) to help close it out.
- Installations are carried out to the appliance's certified instructions, NZS 2918 and the relevant New Zealand Building Code clauses. The Client ensures the council has the access it needs to inspect.
- The Code Compliance Certificate is obtained by the consent holder. Gas appliances are connected only by a certified gasfitter.
- Where the Client elects to manage the consent, obtaining it (and any resulting delay) is the Client's responsibility.

15 Pre-existing conditions & building defects

- The Fire Shop is not responsible for pre-existing structural, weathertightness, roof, electrical, plumbing or flue defects, or for issues that become apparent during the work.
- Remedying any pre-existing condition is a variation, charged separately.
- The Fire Shop is not liable for existing creosote build-up, prior damage, or the condition of materials it did not supply.

> **Why this matters**
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> Fires go into existing buildings. These clauses keep responsibility for the existing structure with the building owner, and responsibility for our workmanship with us.

16 Asbestos & hazardous substances

- Buildings constructed before 2000 may contain asbestos. If asbestos is found or reasonably suspected, work stops immediately until the material is tested and, if required, removed.
- Testing and removal are arranged through a licensed party at the Client's cost, and any resulting delay is not the responsibility of The Fire Shop.
- The Client discloses any known hazardous materials on site. The Fire Shop controls its own dust (wet-cutting and P2 respiratory protection) when cutting masonry or board.

17 Health & safety

- Where both parties are PCBUs under the HSWA 2015, they will consult, cooperate and coordinate activities so far as they share duties.
- The Client ensures the site and access are safe for The Fire Shop's people.
- The Fire Shop may stop or postpone work it reasonably considers unsafe, without liability for the delay. This section is read with The Fire Shop's Health & Safety Policy.

> *A safe job is a well-run job. The site duties sit with whoever controls the site — and we hold up our end every time.*

18 Chimney sweeping & servicing

Sweeping and servicing protect the appliance and the home. These terms set out what is, and is not, included.

Access & preparation

The Client provides clear access and prepares the area. Sweeping may include internal fireplace cleaning and roof access.

Furnishings

The Fire Shop is not responsible for damage to furnishings that the Client has not removed or protected.

Roof hazards

The Client must disclose roof hazards. Unsafe access may result in cancellation or delay with a call-out charge.

Pre-existing issues

Not liable for pre-existing roof damage, creosote build-up, or faults discovered during sweeping.

Repairs & parts

Repairs, parts and relining are not included unless separately quoted.

Frequency

Sweeping does not guarantee long-term flue condition and should be repeated at least annually.

Condemning an unsafe appliance

If a sweep or service identifies an appliance or flue that is unsafe to use, The Fire Shop may condemn and tag it out for the household's safety. The service fee remains payable, and The Fire Shop is not liable for the consequences of an appliance found to be unsafe.

19 Warranties

- Manufacturer warranties pass through to the Client on the maker's terms. The Fire Shop warrants its **installation workmanship for 12 months** from completion.
- **Conditions:** the appliance is installed and serviced by The Fire Shop, burned with correct dry seasoned fuel, swept and serviced at least annually, and not modified without authorisation.
- **Exclusions:** consumable parts (firebricks, baffles, glass, rope seals, gaskets and paint), normal wear, misuse, overfiring, wrong fuel, weather events, and any work by others.
- Warranty claims are made to The Fire Shop in writing with proof of purchase.

20 Consumer Guarantees & Fair Trading Acts

- Where the Client acquires Products and Services for personal, domestic or household use, the **CGA 1993** and Fair Trading Act 1986 apply, and nothing in these terms limits rights that cannot lawfully be excluded.
- Where the Client acquires for the purposes of a business, the parties agree the CGA does not apply (s43), and they contract out of ss9, 12A, 13 and 14(1) of the Fair Trading Act — the Client acknowledging it is fair and reasonable to do so.

> **Plain English**
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> Homeowners keep every protection the law gives them. Trade and business clients buy on a business-to-business basis.

21 Limitation of liability

- To the extent permitted by law, The Fire Shop is not liable for indirect or consequential loss, including loss of income, profit, savings or for delay.
- The Fire Shop's total liability for any claim is limited to the Price paid for the relevant Products and Services, or the amount recoverable under its insurance, whichever is greater.
- Any claim must be notified in writing within **12 months** of the work. This section is subject to rights that cannot be excluded under the CGA.

22 Insurance

- The Fire Shop holds current **Broadform (Public) Liability cover up to NZD $2,000,000** and Statutory Liability cover of $500,000, subject to the insurer's terms.
- A certificate of currency is available on request.
- The Client is responsible for insuring Products that have been delivered or stored on site until they are fixed and paid for.

23 Indemnity & risk

The Client indemnifies The Fire Shop against any loss, damage or claim arising from the Client's breach of these terms, an unsafe site, inaccurate information supplied by the Client, or the acts of others on site. Risk in the Products passes to the Client on delivery.

24 Cancellations, returns & custom orders

- A booking may be rescheduled or cancelled with at least **5 working days'** notice. Later cancellations may incur a call-out or restocking fee.
- Custom, special-order and non-stock items are non-refundable once ordered, and deposits on them are non-refundable.
- Change-of-mind returns of stock items are at The Fire Shop's discretion and subject to a restocking fee. Nothing here limits a consumer's rights for faulty goods.

25 Termination & default

- The Fire Shop may suspend or terminate the agreement, or withhold delivery, if the Client fails to pay by the due date, becomes insolvent or bankrupt or goes into receivership or liquidation, or breaches a material term.
- On termination, all amounts owing become immediately due, and deposits may be retained for work done and custom orders placed.

26 Force majeure

The Fire Shop is not liable for delay or failure to perform caused by events beyond its reasonable control — including natural disasters, severe weather, fire, illness or pandemic, strikes, transport failure, supply-chain disruption or changes in law. Affected obligations are suspended for the duration of the event.

27 Privacy & credit information

- The Client authorises The Fire Shop to collect, retain and use personal information for assessing creditworthiness, managing the account, enforcing this agreement and marketing.
- The Client authorises The Fire Shop to obtain information from, and disclose information to, credit agencies and referees. Information is held under the **Privacy Act 2020**, and the Client may access and correct it.

28 Intellectual property

Quotes, plans, framing diagrams, renders and designs remain the property and intellectual property of The Fire Shop, are provided for the Client's project only, and may not be copied or used to obtain competing quotes.

29 Photography & promotion

The Client consents to The Fire Shop photographing completed work for marketing, without showing identifying personal details. The Client may opt out in writing.

30 General

- If any provision is unenforceable, the rest remain in force. A failure to enforce a term is not a waiver of it.
- The Fire Shop may assign this agreement; the Client may not without prior written consent. Notices may be given by email to the parties' usual addresses.
- These terms, the quote and any credit application are the entire agreement, and prevail over any terms put forward by the Client.

31 Dispute resolution & governing law

The parties will try in good faith to resolve any dispute by negotiation and then mediation before starting proceedings (except to recover a debt or seek urgent relief). This agreement is governed by New Zealand law and the New Zealand courts have jurisdiction.

ACCEPTANCE & AUTHORISATION

Acceptance of these terms

By instructing The Fire Shop, paying a deposit, or signing below, the Client accepts these Terms of Trade and (where signing for a company or trust) gives the personal guarantee in section 10.

> *Clear terms, fair dealing, no surprises — for our clients and for us.*

Issued & authorised by



Troy Sleep
Director · The Fire Shop Ltd

Company	The Fire Shop Ltd