

Terms & Conditions

This site is owned and operated by Evonic Fires ("Evonic Fires" "we" or "us") as a business unit of CK Fires Limited. Registered number 05524093 (UK). If you want to ask us anything about these terms & conditions or have any comments or complaints on or about our website, please contact us using the details below. Written correspondence should be sent to our contact centre at CK Fires Limited, Evonic House, Clifford Park, Clifford Road, Stratford-upon-Avon, Warwickshire. CV37 8HW. By purchasing with us you are agreeing to the terms and conditions detailed on this page.

Customer Service Contact Information

CK Fires Limited, Evonic House, Clifford Park, Clifford Road, Stratford-upon-Avon, Warwickshire. CV37 8HW. Telephone number: 01789 263868 or email at service@evonicfires.co.uk

Warranties

All our products are manufactured to the highest quality and come as standard with a 5-year warranty – 1 year parts & labour + 4 years parts supplied.

To receive your Extended Warranty your CK Fires product must have been purchased from an authorised stockist within our Retailer Network and your warranty registered with CK Fires Fires through the online form - **evonicfires.co.uk/register-your-product**. The commencement date for the warranty period is the date of purchase. The product must be adequately serviced and maintained. CK Fires provide maintenance call outs at a cost, and information on this can be obtained by contacting our head office. Please see your CK Installation Instructions for further information on how to service and maintain your appliance and for a full list of exclusions and limitations. During your extended warranty period, only parts supplied or authorised by CK Fires can be used to repair your fireplace, and these spare parts can be obtained by contacting our service department at **service@evonicfires.co.uk** or calling **01789 263868**.

Ownership of Rights

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Accuracy of Content

Evonic Fires has taken every care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. All prices are displayed inclusive of VAT unless stated otherwise, and where applicable. For a VAT receipt please click [here](#) to email us. Images of the items shown on our website are for illustrative purposes only. We have made every effort to display all item colours and sizes accurately. We cannot guarantee that all the images displayed on your device will accurately reflect the true colour or size of the item delivered to you. Packaging may vary from that shown. The weights, dimensions and capacities given are approximate only. We have made every effort to display as accurately as possible the colours of our products that appear on the website. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery. Whilst every effort has been made to ensure that product specifications are correct on this website due to continual product development through research & design specifications may change without notice.

Damage to Your Computer

Evonic Fires makes every effort to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website and screen out anything that may damage it. Evonic Fires shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

Privacy Statement

We always try to protect your personal privacy and this privacy statement is here to help you understand what we may do with any information you tell us about. You can access our website home page and browse our site without disclosing your personal data, but if you do give us your personal details, you are accepting these terms. If you do not agree with this privacy policy, do not give us your details. This privacy policy is part of our Terms and Conditions. If you do give us

your details and then decide you do not want us to use your details anymore, please click here to email us.

If you want to buy things from us, you will need to enter personal information during the payment and delivery phase of purchase. This will involve you giving us the following information: (i) Your title, name and address (including option to save different delivery addresses); (ii) Contact phone number and e-mail addresses; (iii) Credit or debit card details to process payment.

How Will We Use Your Details?

Our offers: Once you have purchased with us, we may wish send you product updates, our latest information, and special offers. You can always e-mail us with your details and mailing preferences. We may also use your information to manage your purchases such as sending a confirmatory email, and a confirmation for your card payments for goods you buy from us and also to deliver the goods to you, or we might give your details to a carrier if they deliver on our behalf. You can check any information that we are holding about you, or ask any questions about this privacy policy please click here to email us. We do not hold any credit card details, when you provide these to us over the phone, we use the details to take the authorized amount and then securely destroy all records of the details.

About Cookies & the Way We Use Them

In common with other websites, we do also use "cookies". A cookie is a small file that a Website puts on your hard drive so that it can remember something about you at a later time. Our online ordering system uses a cookie to record a unique reference on your computer so that we can keep track of your order and retain the contents in your shopping basket. You can control the use of cookies on your computer and can turn them on or off at any time. Please refer to your internet browser. In order that we can monitor and improve the site we may gather certain information about you when you use it including details of your domain name and IP address, operating system, browser, version and the Website that you visited prior to this site. Please note: We do not use cookies to store any of your personal or financial information on your computer. You can control the use of cookies on your computer by either enabling or disabling them yourself. You can get more information about cookies at www.allaboutcookies.org.

Payment

We take payment from your card at the time we receive your order once we have checked your card details. Fraud checks are conducted on all our orders. This involves checks on details provided during the order process including the address details. This may involve your details being passed to a 3rd party fraud checking company. On occasion we may ask for additional information in order to process your order. We will conduct this process as quickly as possible however on occasions dispatch of goods may be delayed. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods. The price you pay is the

price displayed on this website at the time we receive your order. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Title to any products you order on this website shall pass to you on delivery of the products, provided that we have processed and received payment in full for the products. All prices include VAT (where applicable) at the applicable current rates but exclude delivery charges unless expressly stated otherwise. All credit card transactions are taken in the UK and our transaction currency is in UK Pounds (£). When you finalise payment through the online checkout, we will send you an e-mail message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an e-mail to indicate that the item has been dispatched.

Availability

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available.

Ordering Errors

If a mistake has been made during the order process, you can contact our customer service team on the number provided and we will endeavour to rectify the mistake if we are able to.

Delivery Times & Rates

Delivery is included on all products listed on our shop page to any mainland UK postcode (England, Scotland, and Wales). We currently do not offer delivery to ROI, NI, Isle of Wight, the Scottish Island, and the Isles of Scilly. We make every effort to deliver goods within the estimated timescales, however delays are occasionally inevitable due to unforeseen factors and all goods and products are subject to availability. We will always endeavour to inform customers of any delay with their order and if customers have any queries regarding the status of their order, please contact us on the information provided.

Delivery

If you specify at point of purchase that an order can be left with a neighbour or in a location around the property, you have agreed that the goods can be delivered without a signature and are being left at your own risk. At the point of payment you will be asked to add any notes to your order, and this is where you should state any specific instructions. Once your order has been processed and is ready to be shipped, our dispatch team will contact you to arrange a suitable delivery date/time. You are responsible for ensuring that (i) you provide adequate delivery instructions, and (ii) appropriate access is available to the delivery team and their vehicle, and (iii) you, or a responsible adult on your behalf, are present to accept the delivery. If you are the cause of a failed delivery attempt, either due to failure on your responsibilities above

or for any other reason whatsoever, then we reserve the rights to: 1.1 charge you for the unsuccessful delivery attempt; and 1.2 charge you for the costs (including insurance) of storing the Goods until actual delivery; and 1.3. charge you for a redelivery, if applicable. Any charges levied under this clause are for the provision of an extra service and are non-refundable.

Packaging

All products are subject to changes in packaging to ensure the best and safest delivery, if we think that your goods will be better suited in a differently branded box / container we will use this as an alternative packaging solution.

Changing or Cancelling Orders

We request that you contact us via telephone on 01789 263868. This is the only way we can guarantee an order will be cancelled before it is shipped. If your order has not yet been dispatched then this will be possible free of charge, however if your order has been despatched or you have received the order you will be liable to pay a charge based upon the direct cost to recover and/or redeliver goods. We request that changed / cancelled items are returned in their original packaging.

Returns Policy

Delivery discrepancies: Any discrepancies must be reported as soon as is reasonable after delivery, preferably within 24hrs. On arrival, if packaging appears damaged it is recommended that this is marked on the delivery note before you sign.

Missing Items

On delivery: Should an item be missed or appear not delivered then we request that you notify us as soon as possible, preferably within 24hrs of initial receipt of delivery. We will not be held responsible for missing items if you have agreed for a delivery to be left somewhere without a signature.

Faulty Goods

Damaged goods must be reported to us as soon as is deemed reasonable, usually within 48 hours of delivery. It is the responsibility of the recipient to check for any damage sustained to the goods during transit and indicate any damages on the delivery note. You must report the fault to us with a full description of the alleged fault/damage. If the fault is deemed a manufacturers fault or to have occurred during the manufacturing process, then we will replace the faulty item or part free of charge. If the damage has occurred during the transit, we will replace the item or part free of charge. If items are lost in transit, we will replace this FREE OF CHARGE. In all instances we will request photographic evidence to be supplied of the damaged or faulty good. When acceptance of an order takes place, the consumer loses the right to reject the goods, within 14 days, unless the item has been altered or use of the item continues after a complaint is registered with us. All our stock is of a high quality and with correct use shall not

experience any problems. A consumer has no rights in respect of defects that are bought to his/her attention before the sale. A consumer cannot claim for damage he/she causes either by neglect or misuse.

Refunds

Refunds will be issued should there be a legitimate reason to request one. Dependant on the situation, this may be given less any administration costs and re-stocking fees. These are as follows: **Inset fire – £20.00 / Stove - £40.00 / Suite - £80.00 / Built-in fire - £80.00**

Unwanted Goods/Wrongly Ordered

Please contact our offices within 14 days of your receipt of the goods, should you wish to return the item(s). If you wish to cancel the contract you must indicate this in writing, or another durable medium such as letter or email, within the cancellation period. See our contact details below:

- Address: CK Fires Limited, Evonic House, Clifford Park, Clifford Road, Stratford-uponAvon, Warwickshire. CV37 8HW.
- Email: sales@evonicfires.co.uk

Where an item(s) is/are not wanted or has been incorrectly ordered the customer is responsible for payment to return the item(s). The item must be returned to us together with a completed returns form. All goods should be returned with their original packaging and in the same condition they were delivered. If unwanted Items are not returned, a fee will be charged to cover the direct cost of the recovery. In this occurrence you have statutory duty to take care of the goods while in your possession and to ensure that Evonic Fires receive the goods undamaged.

Refusal of Delivery

If you refuse delivery of an order you will be subject to a return admin fee deemed reasonable in accordance with the order. These fees will be deducted from the refund amount which shall be issued once the goods are received back in our warehouse.

Exclusions of Liability

Any disclaimers and exclusions of liability in these terms & conditions shall not apply to any damages arising from death or personal injury caused by the negligence of Evonic Fires or any of its employees or agents or fraud. These disclaimers and exclusions shall be governed by and construed in accordance with Law. If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Changes to Legal Notices

We reserve the right to change these terms & conditions from time to time and you should look through them as often as possible.

Use of This Website from Outside the UK

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