

2021

# LivingFlame

## LIVING FLAME EXPRESSED GUARANTEES 2021

Inbuilt Fireplace bodies are constructed for a minimum working life of fifteen years when installed in compliance with AS NZS 5601.1:2013 Outbreak of Fire & manufacturer's installation, operating and maintenance instructions.

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### **FIRE SURE LIFETIME BODY GUARANTEE**

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This is a Fire Sure Lifetime Replacement Guarantee that covers the fireplace body manufactured by Living Flame Fires and only covers the repair or replacement of the fireplace body where an irreparable defect, due to material or manufacturing failure, occurs within the lifetime of the fireplace. The Fire Sure Lifetime Body Guarantee does not cover faults caused by incorrect installation, incorrect commissioning or misuse, and the fire should be installed and maintained in compliance with the guarantee and all conditions of the guarantee fulfilled.

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### **FIRE SURE LIFETIME BURNER ASSEMBLY GUARANTEE**

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This is a Fire Sure Lifetime Replacement Guarantee that covers the fire burner tray manufactured by Living Flame Fires and only covers the repair or replacement of the fire burner tray where an irreparable defect, due to material or manufacturing failure, occurs within the lifetime of the burner. The Fire Sure Lifetime Assembly Guarantee does not cover faults caused by incorrect installation, incorrect commissioning or misuse and the burner should be installed and maintained in compliance with the guarantee and all conditions of the guarantee fulfilled.

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### **ONE YEAR CONTROL ASSEMBLY COVER**

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This is a One Year Control Assembly Repair or Replacement Guarantee that covers the control components used in the manufacturing of a Living Flame Fire or Fireplace. The manufacturer only covers the repair or replacement of control components where a defect, due to material or manufacturing failure occurs within the first year from date of supply by Living Flame. The One Year Control Assembly Guarantee does not cover faults caused by incorrect installation, incorrect commissioning, servicing or misuse or other external electrical problems, and that the Control Assembly has been maintained in compliance with the guarantee and all conditions of the guarantee fulfilled.

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### **ONE YEAR LABOUR COVER**

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This is a One Year Guarantee covering the normal labour charges required to replace components of a Living Flame Fire should a part fail in its first year of service. The One Year Guarantee does not cover faults caused by incorrect installation or commissioning. The refund of associated labour charges are based on our schedule of costs listing services of parts to be charged for, time allotted and costs allowed including travel, when carried out by an approved Living Flame serviceperson. Travel is only covered within a 25km radius from Living Flame Ltd. The fire has to have been installed and maintained in compliance with the guarantee and all conditions of the guarantee must have been fulfilled.

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### **THREE MONTH HEAT PAINT COVER**

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This is a Three Month Guarantee covering the painted surface of the firebox. It is a warranty against paint peeling and flaking off during normal use of the fire. It excludes discolouration as this is a normal property of the painted surface when heated by the flames. It also excludes any scratching of the painted surface that may occur at the time of installation. It is the responsibility of the installer to touch up any paint surfaces if necessary as it is part of a normal installation service. This does not affect the running of the fire but is aesthetically pleasing to have done. Please check with your annual service provider.

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### **EXCLUSION FROM GUARANTEE**

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This Fireplace Replacement Guarantee excludes any costs associated with the removal or replacement on site of the fireplace at the owners request, required for finishing work or refurbishment work to the fireplace, surround, chimney, flue or gas line testing or re-certification. This guarantee is only valid when the fire has been installed in New Zealand.

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### **INSTALLATION**

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Living Flame Fireplaces must be installed to comply with the following:

New Zealand Standards and Building Codes where relevant .

New Zealand Standards Gas Installation Code.

Living Flame Installation Instructions.

Living Flame Operating Instructions.

Living Flame Maintenance Instructions.

Living Flame Fireplaces must be installed free from dampness and free from corrosive elements.

Living Flame Fireplaces must be installed with an unrestricted flue or chimney and with a Living Flame designed cowl.

Living Flame Fireplaces must be installed by a suitably qualified person and a certificate of compliance must be given by a Registered Certifying Gasfitter under the New Zealand Gas Act.

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## **GUARANTEE & WARRANTY VALIDITY**

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Guarantee claims will only be considered when completed by a Living Flame approved service person in accordance with Living Flame procedures.

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## **OPERATING**

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Living Flame Fireplaces must be operated in accordance with Living Flame Operating Instructions.

Living Flame Fireplaces should be used only for the burning of gas fuels: Natural Gas, Liquid Petroleum Gas or Propane Gas. The type of gas to be used should be specified at the time of ordering the unit.

Living Flame Fireplaces must only be operated with a Living Flame Gas Insert Fire that has been commissioned to Living Flame's Commissioning Instructions.

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## **MAINTENANCE**

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Living Flame Fireplaces must be maintained, cleaned and re-commissioned annually as should all gas appliances.

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## **DOMESTIC USERS**

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Living Flame Fireplaces should be inspected, cleaned, serviced and re-commissioned at least once yearly throughout the lifetime of the fire to maintain the guarantee.

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## **COMMERCIAL USERS**

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Living Flame Fireplaces should be inspected, cleaned, serviced and re-commissioned at least twice yearly throughout the lifetime of the fire to maintain the guarantee

**THIS GUARANTEE SHOULD BE KEPT IN A SAFE PLACE ALONG WITH THE OPERATING INSTRUCTIONS.**

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# LivingFlame

## TERMS & CONDITIONS

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### **PAYMENT TERMS**

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A deposit is required at the time of the quotation acceptance.

Should an order be cancelled, this should be in writing, for any reason, a deposit refund or part refund will be at the discretion of Living Flame Management.

Once all materials and appliances are available for dispatch, the Purchaser will be notified that the outstanding amount covering these items is due. The goods remain the property of Living Flame, and Living Flame is responsible for the security and insurance of these goods until they are:

- a. Uplifted from Living Flame storage facility, and signed for as received in good order.
- b. Delivered to site by Living Flame personnel, and signed for as received in good order.

PLEASE NOTE: THE ITEMS CANNOT BE DISPATCHED UNTIL PAYMENT IN FULL HAS BEEN RECEIVED.

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### **ORDERING**

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To confirm an order check that you have finalised all the selected options.

An order is deemed as accepted once a deposit has been paid and a signed copy of the acceptance page (confirming option selections) has been received, only then will the manufacturing process start.

Please check with Living Flame Ltd as to the lead time at the time of ordering, as this varies depending on time of year and work schedules.

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### **MODIFICATION TO AN ORDER**

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The quotation acceptance is a firm order for Living Flame Ltd to produce and supply the order as detailed.

Should details be changed in the future prior to delivery ie: options taken, then a charge may be incurred to modify your fire.

Should details need altering after delivery, then charges for the supply of parts and labour will apply for the fitting and modification of the fireplace on site.

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**TITLE**

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Title in the goods shall pass from Living Flame Ltd to the Purchaser when the Purchaser has discharged all outstanding indebtedness (whether in respect of the goods supplied or otherwise) to Living Flame Ltd.

Until title passes from Living Flame Ltd to the Purchaser, the following terms shall apply:

- a. The Purchaser shall be deemed to be in a fiduciary capacity as bailee of Living Flame Ltd in respect of any goods supplied by Living Flame Ltd.
- b. The Purchaser shall, if required by Living Flame Ltd, store the goods in such condition and place that it is clear that they are owned by Living Flame Ltd.

If the Purchaser makes default in payment for the goods, the Purchaser hereby irrevocably gives Living Flame Ltd, its agents and servants, leave and license to enter on and into any property occupied by the Purchaser or to which the Purchaser has a license to enter without notice, in order to inspect, search for and remove goods supplied and Living Flame Ltd shall not be liable to the Purchaser or any third party for the exercise of its rights under this Clause.

Where Living Flame Ltd lawfully resells, stores or repossesses any goods agreed to be sold, the Purchaser shall indemnify Living Flame Ltd for all costs thereof, including any legal costs on a solicitor and client basis.

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**STORAGE**

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Once Living Flame has completed your fireplace, payment should be made in full and goods should be uplifted from Living Flame. If there is a delay on site and you cannot take receipt on the previously advised completion date, Living Flame will charge a storage fee of \$55.00 per week, however storage space is limited and Living Flame may ask you to organise your own off-site storage. Please note that while your fireplace is in Living Flame storage it remains insured under the Living Flame policy.

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**PREPARATION**

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This quotation excludes any preparation work that may be required before the installation, unless stated in the installation section of this quotation.

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**ADDITIONAL REQUIREMENTS**

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Where Gas Installation Contractors are required to use additional components to avoid unforeseen obstacles eg: roof beams, to complete the installation, the Purchaser will be notified of the additional requirements and a separate charge and invoice will be issued.

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## **VENTILATION**

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Adequate ventilation should be provided to ensure correct combustion and use of the gas appliances in conjunction with AS NZS 5601.1:2013: Section Ventilation or refer to the installation manual for this product.

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## **MAINTENANCE**

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Appliances sold by Living Flame Ltd must be maintained in accordance with Living Flame Ltd's maintenance instructions. Failure to do so may cause damage and a shortening of the working life of the unit and void any guarantee or warranty.

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## **EXISTING PIPEWORK**

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Living Flame Ltd accepts no responsibility for existing pipe work.

Prior to installing the fire, the installation contractor should carry out a drop pressure test. Should a leak or any other defect be found, they will notify you as to what action may need to be taken.

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## **CHIMNEY & FLUE**

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Living Flame Ltd accepts no responsibility for the operation, draught, efficiency and condition of any existing chimney or flue. All existing chimneys and flues should be swept clean before the installation of any appliance.

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## **BUILDING WORK**

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This quotation excludes any building work and costs that may be required to facilitate the installation of an appliance e.g. construction work, framing, gibbing, plastering, etc; unless listed in the installation section of this quotation.

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## **SITE DAMAGE**

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Where appliances are installed/retained on site and damage is sustained after delivery/installation, this damage being caused by builders, plasterers, painters or others, the Contractors may be able to repair, repaint or replace the appliances at the time of commissioning, at which time Living Flame Ltd will contact the Purchaser and make out a report of damage and possible causes and costs.

A separate charge and invoice will be issued to the Purchaser.

These costs should be recovered by the Purchaser from whoever damaged the fire, fireplace or appliance.

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#### **FINISHING WORK**

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This quotation excludes any finishing work and costs that may be required to complete the cosmetic appearance of the appliances ie. marble, granite, stone surround or plastering etc, unless listed in the installation section of this quotation.

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#### **ELECTRICAL WORK**

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Living Flame Ltd accepts no responsibility for the installation, switching, connecting and safety of any electrical connections.

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#### **INSTALLATION**

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Gas appliances supplied by Living Flame Ltd must be installed by a competent craftsman gasfitter in compliance with the manufacturer's instructions and NZ Building Codes, to ensure a trouble free installation.

Failure to follow installation instructions may cause damage and a shortening of the working life of the unit, invalidating the guarantee.

IF THERE IS ANY PART OF THESE TERMS THAT YOU DO NOT UNDERSTAND, PLEASE DO NOT HESITATE TO CONTACT US.