



COCOON FIRES SA cc t/a BEAUTY FIRES

TERMS & CONDITIONS OF SALE

ORDERING

1. Quotations are submitted, and orders are only accepted subject to the terms and conditions in the 28 clauses that follow. These terms supersede any buyer's terms and conditions except for the current Consumer Protection Act. When you make a payment towards the issued quote or invoice you agree to these following terms and conditions.
2. We will take every possible precaution, but it remains the responsibility of the purchaser to ensure that written details of products to be purchased are correct on the quote prior to proceeding with the order.
3. For custom products, imported products or products made in 316 stainless steel, a signed drawing or approval in writing or receipt of payment, confirms the order. No changes can be made after the order is confirmed.
4. Prices quoted are generally exclusive of delivery, unless otherwise stated on the quote. Delivery is included if Beauty Fires installs the product unless specialized delivery equipment is required or where a traveling charge is levied.
5. Please note that in the event of imported products that an estimated lead time to the point of delivery will be given on confirmation of order and payment received. However, Beauty Fires cannot be held responsible for any delays encountered during the shipping process. Weather, port congestion, canceled freighters, supplier's delays and other such eventualities are not within the company's control.
6. Quotes are valid for 48hrs unless otherwise stipulated in writing.

PAYMENT

7. All orders require full payment before it is processed. An order cannot be confirmed until full payment has been received. Should there be site specific delays Beauty Fires will store the product free of charge for as long as it reasonably can at its premises or that of its supplier. Where Beauty Fires cannot store the goods, the customer must collect the goods or take delivery of the goods immediately.
8. It is almost never necessary, but Beauty Fires reserves the right to pursue any outstanding funds owed to it through listing a defaulter with the national credit bureaus of South Africa.

80 Marine Drive, Paarden Eiland,
Cape Town, Tel 021 461 9821
admincpt@beautyfires.com

Showrooms on Leslie, Cnr of Leslie &
William Nicol, Fourways, Tel 061 102 9494
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DELIVERY/CONTACT

9. ALL DELIVERIES QUOTED are for delivery only and do not include unpacking, handling, assembly, and installation, unless Beauty Fires is handling the installation. Any delivery requirements must be discussed at the time of placing an order and costs to be confirmed prior to delivery.
10. Where Beauty Fires is not installing or delivering and delivery is done by courier, the delivery is deemed "roadside" and does not include moving the goods indoors unless special delivery arrangements have been made. Especially, and more specifically, for heavy goods such as braais and fireplaces exceeding 70kg's. The client must have extra hands on site to offload and move the goods indoors.
11. Failed scheduled deliveries (client not available, access refused or no accessible site route) can be charged at the current Beauty Fires standard rate or the courier rate.
12. All delivery times quoted are approximate and subject to change prior to delivery. If, for any reason delivery is delayed we do not accept liability of any consequential loss but we will arrange a new date for delivery as soon as possible thereafter. Beauty Fires use the services of courier companies to deliver our goods around the country, It is therefore not possible to offer specific delivery time during the scheduled delivery day. However, the delivery will be confirmed to be AM or PM.
13. All deliveries must be signed for and checked by the client. Any claim regarding missing packages or damaged items must be made within 24 hours of receipt of goods, by telephone, followed by a written confirmation. Inspection of the packaging must be done with delivery and should damage to the packaging be visible a note must be made on the delivery note/way bill at the time of delivery. Photographs must be taken of any damage on delivery, in the presence of the delivery vehicle driver. We are unable to claim from our insurance or that of the courier should these steps not be completed. Please check all packages especially those products with glass parts carefully.
14. Risk shall pass to the purchaser on delivery.

CLEANING, MAINTENANCE and OPERATING INSTRUCTIONS

15. We recommend that a cleaning maintenance programme is considered to ensure that your product maintains a good condition. In terms of exact cleaning details, please refer to the manufacturers cleaning instructions. Please inform us should you not have received any care instructions or operating manual with your product. Beauty Fires cannot be held responsible for the products not being fully maintained or correctly operated by the purchaser. If the client is unsure of maintenance or operating procedures, please contact Beauty Fires to assist.

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16. Gas operated products must be installed by a LPGSA registered installer. Beauty Fires cannot be held responsible for the incorrect installation of gas fireplaces. The client hereby warrants that they are aware that flue less gas fireplaces are not odourless. Should you encounter any problems with a gas product you should always contact your gas installer first for an assessment.
17. No warranty is given against rust or discoloration against any grade of steel.

RETURNS AND CREDIT

18. Purchases can be returned within 7 days provided that it's unused, not opened and in its original packaging. This excludes goods that have been custom made to order, made in 316 stainless steel or imported at the client's request. Goods must be undamaged and it will be at the sole discretion of Beauty Fires to determine whether the goods are damaged or used.
19. For imported goods, 316 stainless steel orders and custom products the deposit will not be refunded if the customer cancels the order at any stage after confirming the order.
20. Beauty Fires do not offer refunds on purchases returned outside of 7 days. In cases where returns are accepted a store credit will be offered minus a 15% handling/restocking/repackaging fee. If a confirmed order is cancelled after 7 days but the product was stored for the client, a refund may be requested and will incur a 15% administration fee. This excludes any custom orders, 316 stainless steel products or imported goods.
21. Where a customer requests the product to be returned and if the goods were delivered or collected from our shop it is the customer's responsibility to return the product back to Beauty Fires. Beauty Fires can arrange to have the goods collected the cost of which will be for the client's account and must be settled in full prior to collection. Should the customer return the product using a 3rd party arranged by Beauty Fires or the customer, the customer must arrange for insurance whilst the product is being transported. It is the client's responsibility to ensure the goods are packaged in a manner suitable for courier transport. Risk and ownership will only transfer once the goods are received in good condition by Beauty Fires.

WARRANTY & INSTALLATION

22. Brands sold by Beauty Fires have varying manufacturer warranty periods, the minimum warranty period on any product sold is 24 months from date of purchase. Most brands, however, have longer warranty periods. This warranty covers defective parts and bad workmanship. Beauty Fires will either repair the product or replace the product with the same or a similar product should it find that a warranty claim is valid. The decision to replace, repair or reject the claim rests solely with Beauty Fires. The warranty does not cover wear and tear, incorrect installation, improper use, or a lack of maintenance. Refer to the individual product warranty instructions or contact Beauty Fires if you are unsure.

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23. The customer must return the product to Beauty Fires for inspection should there be a warranty claim. Should the product be a fixed semi-permanent installation, Beauty Fires or a specialist representative will come to the premises to establish the claim. Should the claim not be valid, and the cause be determined to be 3rd party installation and/or not product related the current standard call out fee and hourly rate will be charged. Please first contact your installer to assess your product & Installation before contacting Beauty Fires. All claims must be accompanied by the warranty claim form specific to the product you purchased. The claim form to be completed by your installer.
24. If Beauty Fires installs, the installation is quoted based on what can be seen when measuring or when drawings are supplied by the client. Sometimes additional materials such as piping, pipe bends, custom brackets and core drilling are required to safely complete the installation. This is generally only necessary when complications or unforeseen circumstances arise where we need to alter the position of the flue pipe due to proximity to combustible materials causing a threat or potential fire hazard. Additional material will be discussed with the client for approval. If the client cannot be reached the installation will continue and the client charged accordingly. Our quotes list all items individually, any additional parts required will be added to your final invoice.
25. Once an installation date is booked it is the client and/or the client's builder's responsibility to ensure that the site is ready for installation. Should our installer arrive on site and not be able to install due to the site not being ready the client will be charged the standard installation rate. We urge clients to please be mindful of this when booking installation dates.
26. Where any wet works such as brick work and plasterwork is required to finish an installation, Beauty Fires supplies a plastered finish only. We do not offer painting of the plaster as part of our service.
27. Some of our products are hand crafted and changes in appearance and finish is normal and an expected feature of these products. This includes the painted finish especially on outdoor products when the products will naturally weather.