



TERMS AND CONDITIONS OF TRADING

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Dunholm Solid Fuel Services Ltd

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Registered in Scotland, Company No. SC802286

Franchisee of Hot Box ® Stoves Limited Registered Office Club Chambers, Museum Street, York, YO1 7DN

Registered in England and Wales, Company registered number 6759437 VAT Reg No.944 3085 21

Introduction

Welcome to the website of Dunholm Solid Fuel Services Ltd (referred to herein as “we,” “us,” or “our”), accessible at dundee.hotboxstoves.co.uk. Dunholm Solid Fuel Services Ltd is a franchise of Hot Box ® Stoves Limited and operates under their guidance and licensing. Dunholm Solid Fuel Services Ltd is a company registered in Scotland under Company No. SC802286.

By accessing or using our website, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with these terms, please refrain from using our website.

1. Definitions

- “Conditions” means these terms and conditions of the contract.
- “Contract” means the agreement entered into between us and you.
- “Contract Price” means the agreed price for the works or goods.
- “Contract Works” means the specified works to be undertaken.
- “Contractor” means Dunholm Solid Fuel Services Ltd.
- “Customer” means you, the person or entity placing the order.
- “Quotation” means the provided pricing document.
- “Site” means the location where works are carried out.

2. Acceptance of Terms

Upon receipt of the Customer’s acceptance of the Quotation (whether in writing, verbally but subsequently confirmed in writing or by conduct), the Customer is deemed to have accepted the Conditions. The Contractor will not be liable for the services provided by it unless and until the Customer accepts the Conditions. The Conditions apply to any order placed by the Customer notwithstanding any terms or conditions of the Customer. Any variation of the Conditions shall be of no effect unless specifically agreed in writing by the Contractor and the Customer. The Contract may only be varied in writing signed by the Contractor and the Customer.. Any variations must be agreed in writing.





3. Contract Price

The Contract Price payable by the Customer is the price as agreed by the parties. No reduction in the price shall be applicable unless agreed in writing by the Contractor. The Customer shall be liable for the costs incurred by the Contractor in implementing any variation, addition or omission to the Contract Works. For the avoidance of doubt, additional charges may be incurred in the event that any competent statutory authority stipulates that additional works need to be undertaken. with our invoice terms. Variations and additional statutory requirements may incur further costs.

4. Time Estimates

If any stipulation as to time is made as to commencement or completion of the performance of the Contract, the same shall be deemed to be an estimate only and time shall not be of the essence, unless otherwise agreed in writing by the Contractor. The Contractor will not be liable for any loss attributable to any delay in respect of the commencement or completion of the Contract Works or the lack of co-ordination and integration between the Contract Works and any works undertaken by a third party. unless specifically agreed. We are not liable for delays beyond our control.

5. Confidentiality

The Customer shall treat this Contract and the subject matter thereof as confidential and shall not disclose the same or any part thereof without the written consent of the Contractor. You must keep the contract and its content confidential unless otherwise agreed in writing.

6. Extension of Time

Notwithstanding Clause 4, the period for the duration of the Contract will be extended by a reasonable period to take account of:

1. the Customer's instructions and/or delayed instructions, or insufficient, or a failure to provide, instructions to the Contractor in respect of any variation, addition or omission to the scope of the Contract Works;
2. obstructions to the Contract by any person(s) not under the control of the Contractor; and
3. any of the causes beyond the Contractor's reasonable control specified in Clause 17. Delays caused by customer instructions, third parties, or events beyond our control may extend completion time.

7. Payment Terms

Unless agreed otherwise in writing by the Contractor, the Customer agrees to pay the Contractor 10% of the Contract Price at the date the Contract is formed. Payment shall be made within 28 days of the date of the Contractor's invoice ("date for payment"). The Contractor is entitled to charge interest at the rate of 5% per annum over the base rate of Barclay's Bank Plc on all outstanding accounts, accruing from the day after the date for payment until payment. For the avoidance of doubt, the Contract Price shall be subject to Value Added Tax ("VAT") at the appropriate rate. 10% of the contract price is payable upon contract formation. Full balance is due within 28 days of invoice. Interest at 5% above Barclays Bank base rate may apply to overdue accounts.

8. Suspension for Non-Payment

In the event that the Customer fails to make payment pursuant to the Conditions, the Contractor reserves the right to suspend the performance of the Contract Works upon not less than 7 days written notice to the Customer ("suspension notice") and/or withhold materials delivered to, or remaining on the Site, inclusive of any related contract entered into between the Contractor and the Customer, until payment is made in full for all services and/or goods provided under the Contract and/or for any other related contract between the Contractor and the





Customer. The suspension notice shall state the ground(s) on which it is intended to suspend performance of the Contract Works and/or withhold materials delivered to or remaining on site. If payment is not made, we may suspend works and withhold materials after 7 days' notice.

9. Termination for Non-Payment

In the event that the Customer fails to make payment pursuant to the Conditions, the Contractor reserves the right to provide the Customer with a written notice of its intention to terminate the Contract ("termination notice"). In the event that the Contractor elects to terminate the Contract, termination will take effect 14 days from the date of issue of the termination notice. If payment is still not received after notice, we may terminate the contract 14 days from the notice date.

10. Site Responsibility

Prior to the commencement of the Contract Works and for the duration thereof, it shall be the responsibility of the Customer to remove any fixtures or fittings attached thereto or in close proximity to the site. The Customer shall also be responsible for the condition of the Site. You must remove fittings and ensure site readiness and safety before and during the works.

11. Delivery and Inspection

Any order received from the Customer to the Contractor to commence the Contract Works by a certain date shall include a representation to the Contractor that the Site is ready for the Contractor to commence the Contract Works in an uninterrupted manner at that date. The Customer shall give the Contractor not less than 28 days notice of the date upon which the Customer requires the materials to be on the Site. On delivery of the materials to the Site, the Customer shall at its own cost immediately unload and store the materials in a suitably dry and secure place of storage. The Customer shall inspect and be deemed to have accepted the materials while unloading unless the Customer has reported in writing any damage to the same to the carrier and to the Contractor within 7 days of the date of unloading of the materials. You must give 28 days' notice for delivery dates and inspect goods on receipt, reporting any damage within 7 days.

12. Existing Defects

The Contractor shall not be liable for any damage or loss attributable to any existing defect(s) in the structure of the Site. The Contractor shall not be liable for any damage or loss attributable to the Site and/or any of the Customer's premises. We are not liable for damage due to pre-existing structural defects.

13. Insolvency

If the Customer becomes insolvent (for the purpose of Customer insolvency the Insolvency Act 1986 including any amendment, modification or re-enactment thereof) the Contractor shall be at liberty (but not bound) at any time thereafter: 1. to cancel the Contract forthwith by written notice and to collect forthwith all materials, goods, tools or articles of any description including any sent to the Customer (save those already fixed, fitted and/or installed to the property to which the Contract Works are being carried out) for any purpose; or 2. to give the appointed insolvency practitioner or other person the option of carrying on with the Contract subject to it providing a guarantee up to the amount to be agreed for the due and faithful execution of the Contract. We reserve the right to terminate and retrieve goods in the event of customer insolvency.

14. Third-Party Terms

The Contractor is not bound expressly or impliedly by the terms of any third party contract and shall have no obligation (expressed or implied) other than to carry out its obligations under the Contract pursuant to the Conditions. We are not bound by any third-party contract terms.





15. Liability

Notwithstanding any breach of the Contract by the Contractor, the total liability (whether in contract, tort, negligence, non-fraudulent misrepresentation, breach of statutory duty or otherwise) of the Contractor arising under and/or in connection with the Contract shall not exceed the reasonable cost of any remedial works or the total value of the Contract, whichever shall be the lesser. The Customer acknowledges that the limitations and exclusions of the obligations and liabilities of the Contractor set out herein are reasonable; and the Customer shall accept risk and/or insure accordingly.

PROVIDED THAT nothing herein shall be construed as purporting to exclude or restrict any liability of the Contractor to the Customer for personal injury or death emanating from negligence (as defined by the Unfair Contract Terms Act 1997, including any amendment, modification or re-enactment thereof), statutory liability or any exclusion or limitation that is prohibited by law. Our liability is limited to the lesser of the remedial works cost or the contract value, except where law prohibits such limitation.

16. Third-Party Rights

The Contract is for the sole benefit of the parties to the Contract and terms that make reference to third parties are not to be construed as terms purporting to confer benefits upon third parties. It is not the intention of the parties to the Contract that any terms hereof should be enforceable by anyone other than the parties to the Contract. Only the parties to this contract have enforcement rights under it.

17. Force Majeure

The Contractor shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Contractor's obligations in relation to the services, if the delay or failure was due to any cause beyond the Contractor's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Contractor's reasonable control: 1. force majeure including, but not limited to, Acts of God, explosions, floods, earthquakes, tempest, fires, lightning, accidents, thefts, epidemics, aircraft and other aerial devices or articles dropped therefrom or exceptionally adverse weather conditions; 2. war/conflict or threat of war/conflict, sabotage, insurrection, civil disturbance, riot, civil commotion or requisition; 3. acts, restrictions, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; 4. import or export regulations or embargoes; 5. strikes, lockouts or other industrial actions or trade disputes, whether involving employees of the Contractor or of a third party. We are not liable for failure to perform due to events beyond our control, including but not limited to natural disasters, civil unrest, regulatory restrictions, and industrial actions.

18. Design Responsibility

The Contractor shall not be responsible for any design and/or co-ordination of design in respect of the Contract Works. In the event that the Contractor is instructed by the Customer to undertake design and/or design co-ordination work, Clause 3 shall apply whereby such instruction shall be regarded as an addition to the Contract Works. If the Contractor accepts and executes the additional works, the Contractor shall exercise the reasonable skill and care in the design of the additional works as would be expected of a qualified and competent designer designing works of a similar size, cost and complexity as to the additional works but the Contractor shall not be liable for the integration of the design of the additional works into the design of any third party works located on the Site or adjacent thereto. We are not responsible for design unless agreed. If design is provided, we will exercise reasonable skill and care.





19. Assignment

Neither party shall assign its respective rights under the Contract without the written consent of the other party. Neither party may assign rights without written consent.

20. Title to Goods

Title to goods and materials required for the purposes of the Contract Works shall not pass to the Customer until such time as the Customer has paid to the Contractor the agreed price in full. Ownership remains with us until full payment is received.

21. Intellectual Property

Copyright in all quotations, plans, drawings, specifications, reports, schedules and other documentation produced by the Contractor for the purposes of the Contract Works shall remain vested in the Contractor. All documentation remains our intellectual property.

22. Legal Compliance

The Customer shall discharge all duties under the Construction (Design and Management) Regulations 2007 or any amendment or modification thereto and under all applicable Health and Safety legislation and the Customer shall indemnify and hold harmless the Contractor against and from any claims, costs, damages, expenses, liabilities and losses suffered or incurred by it, howsoever and whensoever arising, from the Customer's failure to do so. You must comply with health and safety laws and indemnify us for your failures.

23. Regulatory Compliance

The Contractor will comply with all Building Regulations and HETAS Regulations applicable at the date of the Contract in relation to the installation of the goods. We will comply with applicable Building and HETAS Regulations.

24. Waiver

No failure or delay by either the Contractor or the Customer in exercising any right, power or privilege under the Contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. Failure to enforce any right does not waive that right.

25. Document Hierarchy

In the event of any conflict arising between the contract documentation, the Conditions will prevail. These Conditions take precedence over any conflicting contract documentation.

26. Severability

If any of the Conditions shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law that condition or part thereof shall be deemed not to form part of the Conditions and the enforceability of the remainder of the Conditions shall not be affected. If any condition is unenforceable, the remainder shall remain in force.

27. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland to determine any claim, debt, dispute and/or difference arising





under and/or in connection with the Contract (inclusive of questions of construction/interpretation). These terms are governed by the laws of Scotland, and disputes shall be resolved in Scottish courts.

28. Mediation

The Contractor and the Customer shall endeavour to resolve in good faith any dispute and/or difference arising under and/or in connection with the Contract by mediation. In the event that the parties refer any dispute to mediation then it shall be administered by the Centre for Dispute Resolution ("CEDR"). The mediation shall be conducted in accordance with CEDR's mediation rules/guidelines (current at the date of the Contract), which sets out the procedures to be adopted and the process for selection of a mediator, and which terms are hereby deemed incorporated. Disputes will first be attempted to be resolved through mediation administered by CEDR.

29. Court Proceedings

The Contractor and the Customer shall endeavour to resolve in good faith any dispute and/or difference arising under and/or in connection with the Contract by mediation pursuant to clause 28 prior to either party commencing court proceedings. Court action may only be taken if mediation fails.

For questions or concerns, please contact:

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