

 **PERCYDOUGHTY**

*Supplying Luxury Fires & Fireplaces*

*Since*  **1952**

TERMS & CONDITIONS, CONDITIONS OF COVER  
AND WARRANTY EXCLUSIONS

All gas, solid fuel and electrical appliances must be installed by suitably competent persons. For gas appliance installation a Gas Safe registered engineer having passed the relevant core competencies to install, exchange, service, repair, and commission domestic open, balanced and fan assisted flued gas fires and wall heaters (NG & LPG).

A competent person in terms of electrical work (where applicable) must demonstrate competence to perform electrical work if they have successfully completed an assessed training course, run by an accredited training organisation, which includes the type of work being considered.

As part of that course, this person should have demonstrated an ability to understand electrical theory and put this into practice. The competent person should apply in reference to large scaled electrical build installation works this may involve for the provision of a new socket or electrical circuit. All solid fuel burning appliances and fixtures must be installed by an accredited Hetas engineer or registered with an approved competent persons scheme, having passed the relevant core competencies to install, service and maintain dry and wet solid fuel appliances including biomass.

The appliance warranty will apply from the day of purchase and is only valid from the Percy Doughty approved stockist list, any fire purchased outside of our authorised dealer network or via an online retailer will carry a 1-year non-extendable warranty. The warranty periods listed below only apply when the appliance is purchased from one of our exclusive dealers. Any variation to the warranty period must be approved in writing by Percy Doughty.

Please ensure the warranty card is completed at the time of installation and proof of installation and service history thereafter will be sought by Percy Doughty to allow for the warranty to remain current during the said period.

For appliances with an extended warranty period the registration form must be completed via the included warranty form or by completing our online registration form within one month of the purchase date. Any fires registered after this period will carry a 1-year non-extendable warranty. Appliances that are covered by our Premium Protect warranty is only available up to 60 days from date of purchase and only to customers who have purchased their appliance from an authorised dealer.

The appliance must be installed in accordance with the manufacturer's instructions, current building regulations, British standards, IET Wiring Regulations 18th Edition, Gas Industry Installation and Use regulations 1998 and HETAS regulations where applicable. Commissioning results must be documented, and a copy left with the consumer where applicable. The commissioning details can be documented on the last page of the installation instructions or on an appropriate Gas Safe or Hetas approved form.

The warranty is limited to the repair or replacement of parts found to be defective in material, modification, misuse, or workmanship after confirmation of the defect by Percy Doughty, provided that such parts have been subjected to normal conditions of service.

Any installation labour, transportation or other related costs/expenses arising from defective part(s), repair, or replacement or otherwise of same will not be covered under this warranty agreement therefore Percy Doughty would not assume responsibility for any associated costs. That will also include any incidental indirect or consequential damages except as provided by law.

The purchase of the appliance must be made through an approved distributor or stockist. Percy Doughty does not assume nor authorise any third party to assume on its behalf, any other liabilities with respect to the sale of any Percy Doughty appliances or associated accessories.

All other conditions expressed or implied with respect to the appliance, its components and accessories or any obligations /liabilities on the part of the company are hereby expressly excluded.

This warranty does not apply to non Percy Doughty prefabricated parts, introduced to the working of the appliance or installation whole.

A warranty claim must be submitted between 7- 14 days from identifying the fault, Percy Doughty would not be responsible for any damaged caused thereafter should the appliance still be used or for damaged caused during the installation which may render the product unsellable.

To progress a claim a warranty form must be completed in its entirety and submitted to Percy Doughty along with clear image, photographic and or video evidence to support your claim. Failure to complete the form and provide sufficient photographic evidence may result in the claim being delayed or refused.

Percy Doughty will only attend a service call once the fault has been confirmed, by an inspection from the retailer or installer. This fault would also need to be verified with our technical team from site. If the fault is deemed by Percy Doughty to be a manufacturing fault, then a service call can then be scheduled for an engineer to attend. If when the Percy Doughty engineer inspects the appliance on site and concludes that the fault is related to an installation problem, or due to the absence of regular maintenance, then the site visit would incur a service charge. The charge would take into account the travel time, distance to site and would include a minimum rate of one hour on site. In the event of the service call being chargeable, Percy Doughty would not rectify the problem and any subsequent rectification works would need to be completed by a third party, as instructed by the end user at their own cost.

Percy Doughty will not be liable for any associated costs for return visits to site, due to any appliance failure, breakdown or other. This is explicit to all products sold by Percy Doughty, and any such agreement must be in writing prior to the visit taking place. In all cases if agreed, the agreement will only be valid during the warranty period and will not include wear and tear or accidental damage. In such cases where an agreement has been made with an installer to return to site on behalf of Percy Doughty, any subsequent conversations on site that incur costs must also be discussed with Percy Doughty before agreeing with the end user, this includes all third parties, parts and labour but not limited to.

Any products that are replaced during the warranty period will only be covered for the remainder of the original warranty period. If you should ever wish to make a warranty claim because of a product fault or defect, you must inform your retailer within a reasonable amount of time, usually this is within 7 - 14 days from the date on which the fault or defect first became apparent. If the product fault or defect is notified after 14 days from the date on which the fault or defect became apparent, Percy Doughty cannot accept any liability for events or issues which arise after the 14-day period or which are caused or increased by the lack of notification which therefore prevented action being taken to restrict or eliminate any consequences arising from the fault or defect at an earlier date. In the event of a product fault occurring during the warranty period, Percy Doughty will send the appropriate component or goods necessary to rectify the fault, free of charge. It would be the responsibility of the consumer to rectify the fault by contacting a registered Gas safe or Hetas engineer.

## WARRANTY EXCLUSION

Should you experience problems with your appliance, any claim must be submitted first to the retailer from where the appliance was purchased. The retailer will either be able to offer immediate assistance or contact Percy Doughty on your behalf.

You may be asked to pay a deposit before an engineer attends which will not be refunded if it transpires that the related fault is not due to any appliance supplied by Percy Doughty. No Warranty is extended to consumable service parts. Repair or replacement of parts which are subject to normal wear and tear during the warranty period or parts that will require replacement in connection with normal maintenance. Such parts include but are not limited to handles, glass, rope seals, firebricks, grate parts, log retainers, baffles, ash pans, thermocouples, oxypilots, ceramic fuel effects, batteries, vent switch/thermal switch/TTB, lightbulbs/LEDs and internal linings.

## GAS APPLIANCES

Under normal usage conditions it is not uncommon for the appliance to change colour, we consider these circumstances to be normal therefore any discolouration would not be covered under the warranty.

Enamelled components where these parts are subjected to abnormally high temperatures, chemical abrasion, or thermal shocks, resulting in chipping, cracking, bubbling or discolouration and crazing of the enamelled finish.

Damage resulting from installation and usage where the appliance has not been installed or used in accordance with the manufacturer's instructions, modified in any way or if the installation does not conform to current building regulations, British standards and current gas installation and use regulations 1998.

Defects or faults caused by specific local conditions seasonal or other such as draught problems and aged progressive chimney defects. It is important to ensure that the chosen chimney and the heating system, as a whole, are suitable for the purpose intended and conform to the relevant regulations and standards.

Damage caused by over-firing of the appliance.

Damage or premature wear caused by burning inappropriate fuels or by burning material with high creosote content or any other painted/treated timber.

Damage caused by unauthorised modifications, use or repair, this includes persons who are not registered by a regulatory body deemed competent by Percy Doughty.

Upgrading or improvement works due to changes in legislation.

Faults relating to the wider gas or electric distribution network.

Damage caused by the product being stored in a damp unheated environment, that includes long periods of the appliance being out of use.

Consequential loss relating to other associated products that have not been supplied by Percy Doughty, this would include but is not limited to; decoration, furnishings, electrical items or other.

## COOKING

Penman and Gallery stoves, gas and solid fuel are not designed for the purpose of cooking. However, we are seeing an increasing trend of end users utilising the top for this purpose. Cooking anything on a gas or solid fuel stove, even boiling a kettle on some stoves can become a real challenge, due to the position of the connecting flue pipe and with no real method of regulating the heat. It can also become a real skill to balance the timings and cooking methods. Using the stove in this way will incur certain hazards & risks and may also cause superficial damage to the surface of the stove. If the stove is used in this way, Percy Doughty will not be liable for any damage caused to the stove or the installation whole, neither will we become liable for any safety implications that may transpire if used outside the parameters of its intended design.

**Percy Doughty will not be responsible for the following:**

- Down drafts or spillage caused by environmental conditions such as nearby trees, building's rooftops, hills or mountains
- Incorrect gas supply pressures due to network deficiency or the incorrect installation or commissioning
- Inadequate ventilation or negative air pressure caused by mechanical systems in operation such as extraction fans, cooker extraction hoods or other within the vicinity
- Pilot supply tube damage
- Badly fitted PCB communication cables
- Incorrect fitting during the installation that will also include the configuration of the flue, inadequately designed, and installed but not limited to.
- Incorrect use of the appliance in accordance with the user instructions and general purpose, including exposure to prolonged periods of dampness and condensation
- The use of incorrect cleaning of the appliance or the use of damaging chemicals or if the appliance has been operated or installed in a contaminating environment
- Any damage to the safe combustion of the appliance or its components
- Any Alteration, modification, or wilful abuse accidental or misuse of the appliance and associated components including the flue
- Electrical Surges
- Overloading of sockets
- Damage caused by spilt liquids
- Damage caused by replaced incorrect fuse ratings
- Goods must be inspected prior to installation and faulty goods must be reported prior to installation. No responsibility will be taken for goods fitted and found to be faulty

**The warranty does not apply to consumable parts which include but are not limited to the following parts:**

- Coals and ceramic fuel bed
- Cosmetic surfaces or blemishes to polished metal or marble surfaces
- Batteries
- Glass rope
- Thermocouples
- Motors heating elements
- Handles
- Vent switch/thermal switch/ TTB

## ELECTRIC APPLIANCES

The warranty is invalid if damage is caused by or during the installation if the appliance has not been installed correctly in accordance with Percy Doughty installation manual and in accordance with local building regulations, and pertinent standards.

Only approved authorised spares are permitted.

The appliance must be maintained regularly to avoid build-up of dust and debris that may cause operational issues resulting in product and component damage but not limited to.

The warranty will be invalid if the fire is subject to misuse, accidental damage, fire & smoke damage, theft, neglect, normal wear & tear as deemed by Percy Doughty, flood, explosion, lightning, storms or frost and other bad weather conditions, tampering or modifications by any persons not authorised by Percy Doughty.

If the product is stored or installed in a damp, unheated environment, this includes external outbuildings used for chalet, holiday lets, temporary homes left for long periods which may result the appliance degradation due to the non-usage of.

If the product is installed in an environment where dirt, dust or debris can enter the appliance causing the operation to be impeded or the failure of parts in the process of.

Consequential loss to the extent permitted by law related to decorations, furnishings, or household assets.

If the product is removed or re-installed within the same property or within a different location.  
Damaged cause to glass, fuel bed items at the discretion of Percy Doughty.

Consumable items such as batteries and printed circuit boards, which are subject to normal wear and tear in connection with its standard operational or seasonal use.

Parts subject to abnormally high temperatures, chemical abrasion, or thermal shocks resulting in chipping, cracking, bubbling or discoloration and crazing of the finished paint work.

Issues with mains/spur connections or power supply including power surges.

## SOLID FUEL STOVES

Under normal usage conditions it is not uncommon for the appliance to change colour, we consider these circumstances to be normal therefore any discolouration would not be covered under the warranty.

Enamelled components where these parts are subjected to abnormally high temperatures, chemical abrasion or thermal shocks, resulting in chipping, cracking, bubbling or discolouration and crazing of the enamelled finish.

Damage resulting from installation and usage where the appliance has not been installed or used in accordance with the manufacturer's instructions, modified in any way or if the installation does not conform to current building regulations and British standards.

Defects or faults caused by specific local conditions seasonal or other such as draught problems and aged progressive chimney defects. It is important to ensure that the chosen chimney and the heating system are suitable for the purpose intended and conform to the relevant regulations and standards.

Damage caused by over-firing of the appliance.

Damage or premature wear caused by burning inappropriate fuels or by burning material with high creosote content or any other painted/treated timber.

Damage caused by unauthorised modifications, use or repair, this includes persons who are not registered by a regulatory body deemed competent by Percy Doughty.

Upgrading or improvement works due to changes in legislation.

Damage caused by the product being stored in a damp unheated environment, that includes long periods of the appliance being out of use.

Consequential loss relating to other associated products that have not been supplied by Percy Doughty, this would include but is not limited to; decoration, furnishings, electrical items or other.

## COOKING

Penman and Gallery stoves, gas and solid fuel are not designed for the purpose of cooking. However, we are seeing an increasing trend of end users utilising the top for this purpose. Cooking anything on a gas or solid fuel stove, even boiling a kettle on some stoves can become a real challenge, due to the position of the connecting flue pipe and with no real method of regulating the heat. It can also become a real skill to balance the timings and cooking methods. Using the stove in this way will incur certain hazards & risks and may also cause superficial damage to the surface of the stove. If the stove is used in this way, Percy Doughty will not be liable for any damage caused to the stove or the installation whole, neither will we become liable for any safety implications that may transpire if used outside the parameters of its intended design.

## BURNING THE CORRECT FUEL

In the event of a warranty claim, considering the importance of fuel quality, the manufacturer reserves the right to ask you to demonstrate that the wood used in your stove has been supplied in accordance with the Woodsure certification scheme. In doing so, in order to fulfill our warranty obligation, you may be asked to provide evidence of receipts, for your purchases of wood. This will allow us to confirm the supplier and check that they are affiliated with Woodsure as an approved supplier.

It is important when using a wood burning stove that you use dry firewood only as documented within the manufacturer's instructions. The firewood moisture content must be checked, and the method should involve the use of a moisture meter. Your firewood moisture meter will tell you if the wood has the right moisture content for use with the stove. The moisture content must not exceed 20% and not lower than 12%. If the wood is under 12% moisture content the efficiency may become impaired and the cost of running your stove will increase. Not burning the correct wood, would invalidate any claim and following an investigation, based on factors present, as deemed by our expert technical team that would affect the interpretation of the results, may lead us to discharge our obligations in honouring this warranty. Further to this, the stove's performance and output may become severely impaired, become detrimental to the environment and air quality, and consequently may also lead to components needing to be replaced more frequently. Percy Doughty has long recognised the importance of working together for a cleaner safer environment, therefore it is critical that we transform our behaviour in order to achieve a greater reduction in our emissions.

### **Percy Doughty will not be responsible for the following:**

- Down drafts or spillage caused by environmental conditions such as nearby trees, building's rooftops, hills or mountains
- Inadequate ventilation or negative air pressure caused by mechanical systems in operation such as extraction fans, cooker extraction hoods or other within the vicinity
- Incorrect fitting during the installation, this will also include the configuration of the flue, inadequately designed and installed but not limited to
- Incorrect use of the appliance in accordance with the user instructions and general purpose.
- Exposure to prolonged periods of dampness and condensation
- The use of incorrect cleaning of the appliance or the use of damaging chemicals or if the appliance has been operated or installed in a contaminating environment
- Any damage to the safe combustion of the appliance or its components
- Any Alteration, modification or wilful abuse accidental or misuse of the appliance and associated components including the flue
- Damage caused by spilt liquids
- Goods must be inspected prior to installation and faulty goods must be reported prior to installation. No responsibility will be taken for goods fitted and found to be faulty

The warranty does not apply to consumable parts which include but are not limited to the following parts:

- Cosmetic surfaces or blemishes to polished metal or marble surfaces
- Glass rope
- Bricks
- Consumable items such as baffle plates, ashpans, grates, fuel retaining bars,
- Reasonable wear and tear on controls



## MANTELS & ACCESSORIES

Unless otherwise stated on individual products, all accessories and hearth products are covered by a 1-year limited warranty. This warranty is not transferable and is extended only to, and solely for, the benefit of the original purchaser. Please retain your dated sales receipt as a proof of purchase.

Consequential loss relating to other associated products that have not been supplied by Percy Doughty, this would include but is not limited to; decoration, furnishings, electrical items or other.

## WARRANTY EXCLUSIONS AND LIMITATIONS

No warranty is extended to consumable service parts. Repair or replacement of parts which are subject to normal wear and tear during the warranty period or parts that will require replacement in connection with normal maintenance. The warranty does not cover:

- a) Damage resulting from installation and usage where the product has not been installed or used in accordance with the installation and operation instructions, or if the installation does not conform to local building, fire and safety regulations.
- b) Consequential loss (to the extent permitted by the law) relating to other associated products that have not been supplied by Percy Doughty.
- c) Consequential loss (to the extent permitted by law) related to decorations, furnishings, or other household assets.
- d) Damage caused by unauthorised modifications, use or repair.
- e) Damage or defects caused by the product being stored in a damp, unheated environment.
- f) Removal and re-installation costs.

*Last Updated: 14/11/22.*

*We may, at any time, and at our sole discretion, modify these Terms and Conditions, with or without notice to the User. Any such modification will be effective immediately.*

*Your continued use of our Service(s) following any such modification constitutes your acceptance of these modified Terms.*