



Air conditioning Maintenance and Installation

Terms and Conditions of Sale of Goods and Services

DEFINITIONS

Unless the context otherwise requires in the Terms of Business, the following words shall have the following meanings:

“Seller” means Rhodair, trading as Rhodair and shall be construed where applicable to include employees, agents and subcontractors of that company.

“Buyer” or “Customer” means the person/s, partnership or company purchasing the goods from the seller.

“Goods” or “Services” means plant, machinery, materials, items and labour to be supplied by the seller to this contract and “Site” means such place to which the Buyer shall request the Seller to make delivery.

“Contract” or “Agreement” the contract between the company and Rhodair further to these terms and conditions.

“Purchase Order” the document in the form set out in the schedule for the order of Services by the customer from the provider incorporating the Terms of Business.

“Quotation” the proposal put forward by the Provider specifying the basis upon which it will provide services.

“Services” the goods or services (or any part of them) described in the Purchase Order.

“Terms of Business” the terms and conditions set out in this document and any additional provisions set out in the purchase Order or otherwise agreed in writing which shall form the Contract.

CONTRACT PRICE

The price payable for the Goods or Services shall be that set out in the quotation.

The price is exclusive of any Value Added Tax or any other tax or duty payable and the Buyer will bear the cost of any such tax or duty in addition to the price at the prevailing rate.

ACCEPTANCE OF SERVICES

A Contract is formed when (and not before) the Customer accepts the Quotation and issues a Purchase Order, instruction to proceed etc by email, post or facsimile.

DELIVERY

Failure by the Seller to make delivery on any particular date shall not entitle the Buyer either to cancel the order or delivery or to repudiate this contract or to claim for any expenses, loss of profit, or any other consequential loss or damage whatsoever.

RISK

Risk shall pass to the Buyer on delivery of the Goods.

The Buyer shall examine any Goods delivered upon delivery. If the Goods or any part thereof are received in a damaged condition or are not received, the Seller will accept no responsibility for such damage and or loss unless the Buyer advises the Seller in writing of the damage or loss within 3 working days from the date of actual physical delivery of the Goods or the date of installation of the Goods (save where the damage is a latent defect in the goods). The Buyer must then afford the Seller reasonable opportunity to inspect any damage or verify any loss and shall immediately return the damaged Goods to Seller.

The Seller will not be liable for any claims resulting from loss or damage to the Goods occurring after delivery.

SUB CONTRACTING

The Company may sub-contract the performance of any of the Services or components thereof without the prior written consent of the Customer. Where the Company sub-contracts the performance of any of its obligations, the Company shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of the Company itself.

RETURNS AND REFUNDS

If the Customer chooses to exercise the Right to cancel in accordance the clause set out below, the provisions of this clause shall apply in determining any refund to which the Customer may be entitled.

- Any Goods received by the Customer which have not been installed as part of the Services or can be uninstalled without detriment of any kind to those Goods must be returned to the Company in accordance with this clause.
- Any Goods received by the Customer which have already been installed as part of the Services at the Customer's written request, prior to the giving of notice by the Customer at the end of the Cancellation Period, which cannot be uninstalled without detriment of any kind to those Goods, may be returned subject to the agreement of the Company who shall have the right to determine a discounted refund sum where appropriate.
- Any and all Goods returned by the Customer must be returned in their original condition. Any deviation from this condition shall entitle the Company to refuse the return of relevant Goods or to adjust the refunded monies accordingly.
- The Customer is obliged only to make the Goods available for collection at the location specified in the Order, following the receipt of a written and signed notice from the Company informing them that the Goods will be collected. The Customer shall be under a duty to restore such goods to the Company and meanwhile retain possession of them and take reasonable care of them. If after 21 days following cancellation the Customer has not received such a request in writing from the Company the Customer's duty to take reasonable care of the goods shall cease at the end of those 21 days.
- No duty to restore the goods or to take reasonable care of them exists if:
 - The Customer has already paid for the goods; or
 - The Company began performance of the contract before the end of the cancellation period without the Customer's prior request in writing.
- The Customer may, but is not obliged to, deliver the Goods to the Company. In the event that the Customer chooses to do this, any costs associated with such delivery shall be borne by the Customer.
- If the provision of Services has commenced at the Customer's written request prior to the giving of notice by the Customer and the end of the Cancellation Period, the Company shall remain entitled to any monies constituting the value of such Services.
 - Where the Customer has already made payment to the Company, any refund issued shall be less the relevant sum determined.
 - Where the Customer is yet to make payment to the Company, the sum due from the Customer shall be adjusted accordingly.
 - The Company will inform the Customer in writing of the relevant calculations involved in determining sums deductible or payable under this clause.
- If the provision of Services has commenced prior to the giving of notice by the Customer and the end of the Cancellation Period without the Customer's written request, the Company shall not be entitled to any monies constituting the value of such Services or Goods installed.

TERMS OF PAYMENT

Payment is due on all issued invoices within 30 days from the date of the invoice unless otherwise agreed in writing.

Time of payment shall be of the essence of the contract. Any invoice not paid in accordance with the foregoing shall be liable to interest on the unpaid amount thereof at a rate of 3% per annum above the base rate of Barclays Bank plc calculated on a day to day basis.

OWNERSHIP OF GOODS

The Goods shall remain the property of the Company until paid for in full by the Buyer. The Buyer shall permit the servants or agents of the Company to enter onto the Customers premises and to repossess the goods at any time prior thereto in the event that the goods are at the premises of a third party by the direction of the Customer, then the Customer shall if so required by the Company in writing remove the goods from such premises and return them to the Company forthwith.

WARRANTY

The Company will pass any guarantee or warranties as extended by the relevant manufacturer or in the case of service by the company to the Customer providing the terms of the contract have been met.

Where an enhanced warranty is agreed, this is solely at the Company's discretion and is subject to qualifying criteria. The equipment must be maintained by Rhodair or a company nominated by us on our behalf. The equipment must be serviced / maintained at the manufactures recommended intervals. The contract must be fulfilled in full with no outstanding invoices or payments.

TERMINATION

The Contract or Agreement may be terminated by giving three months notice in writing by either side, if the Contract should be terminated by the Customer before the closing date, the Company shall be entitled to retain the full amount pre-paid for that year by the Customer. Should the Company fail to carry out its obligations under the agreement then the Customer may terminate the Contract.

Early termination may be necessitated if the Buyer commits any default or breach of the terms of this Contract or of any of its obligations to the Seller including, without limitation, failure to make payment when due.

If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel any Contract made pursuant to these Conditions or suspend any further deliveries of the Goods without any liability on its part, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

CANCELLATION

Cancellation of any order for Goods and/or Services or any part of will not be valid after the Buyer has placed the order unless the cancellation is accepted by the Company by completing the attached cancellation form, in which case any prices quoted by the Company may be revised if so wished.

The Company reserves the right to cancel the contract at any time if for circumstances beyond the Companies control or it is hindered or prevented from completing the Contract. In such an event the Customer shall in no circumstances have any claim to damages or other forms of compensation from the Company.

FORCE MAJEURE

Neither the Company nor the Customer shall be liable for any failure or delay in performing their obligations under the Contract or arising out of these Terms and Conditions where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

SEVERANCE

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

LAW AND JURISDICTION

Any contract entered into by the Company shall be governed and constructed under English Law and the Customer shall submit to the jurisdiction of the English Courts.

SCHEDULE 1

Cancellation Notice

This Cancellation Notice is set out in the form required by The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**)

I / We (delete as appropriate) hereby give notice that I / we (delete as appropriate) wish to cancel my / our (delete as appropriate) contract <<Insert reference number, code or other details to enable the contract or offer to be identified. The Company may also insert the name and address of the Customer>> .

Signed

Name and Address

Date