

#### **Terms & Conditions**

#### General

The contract of sale between the parties shall be governed by these conditions. No other terms or conditions except those which may be implied by law or statute shall be of any effect unless the same are expressly agreed in writing by the parties.

### **Quoted Install Price**

The quoted price is valid at the time of quotation, but may have increased if your order is placed at a later date and in any event is always subject to installation taking place within 90 days of the contract date.

Once you have accepted the quotation, we agree to install the air conditioning on the terms set out in this contract.

### The Install

All work set out in the quotation will be carried out during normal working hours, which are 8.00am-6.00pm Monday to Friday, unless otherwise stated. Access to your premises is required while work is in progress.

Additional costs may be incurred if:-

- a) Variations or additions not stated overleaf or which we find to be necessary and which could not have been identified when the original quotation was given.
- b) We have to remove any dangerous waste material, such as asbestos, which could not have been reasonably foreseen when the original quotation was given and we became aware of only when installation commenced.
- c) For any reason we cannot gain access to site, resulting in delays.
- d) You cancel your installation without giving us 48 hours notice.

In all these cases we will explain to you the reasons for the additional costs and will agree with you in advance what the additional costs will be.

Any obstructions, i.e. Televisions, Furniture, and Computers etc should be moved prior to installation. If in the event this has not been possible, our engineers will move any items obstructing access, but whilst taking reasonable care, neither they nor the Company will accept any liability for damage.

Nothing in these conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

## **Gaining appropriate permissions**

You are responsible for ensuring that all permissions for the installation to proceed without delay is granted.

# **Delays**

The company will not accept liability for delays outside its control, including fire, war or adverse weather/traffic conditions. If this situation should arise, we will advise you of an alternative fitting date.

## **Payment**

The deposit agreed must be paid when the order is placed. The balance is due on completion of the work.

All systems remain the property of 2KoolACS, until paid for in full.

If at any stage during the installation of the air conditioning we have a reasonable belief that you are unable to make payment then we reserve the right at any time to cease the installation.

The installation shall not recommence unless payment of the remaining outstanding balance is made within 14 days of the installation ceasing.

These terms and conditions are intended to set out the whole agreement between both parties.

If you have any queries, please contact us.