



TERMS AND CONDITIONS OF BUSINESS (SUPPLY OF GOODS AND SERVICES)

LK Climate Control & Refrigeration Ltd ("The Company") whose registered office is at **13 Prince Philip Avenue, Stifford Clays, Grays, Essex, RM16 2BS**

1. General

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

- 2.1 The price for the supply of goods and services are set out in the quote. We shall invoice **up to** 50% of the total cost of the works which needs to be paid before works commence. The final balance will be invoiced once the work is completed.
- 2.2 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 2.3 Unless expressly stated, quoted prices do not include any expenses that may be incurred, such as (but not limited to) parking costs, congestion charge, additional parts / materials etc. These will be invoiced, where applicable.

3. Risk

As soon as The Company have delivered the goods or services, The Client will be responsible for them and The Company will not be liable for their loss or destruction. Therefore, The Client would need to take necessary steps to insure the items. If The Client delays a delivery, additional charges may be applied by The Company. The Company is responsible for everything damage due to The Company's negligence.



LK Climate Control and Refrigeration Ltd
Lee Vowles 07525 131 427 Kate Stonell 07879 605 666
lee@lkccr.co.uk kate@lkccr.co.uk
Company Registration Number: 9686564
VAT Number: 222 2495 34



Registered address: 13 Prince Philip Avenue, Stifford Clays, Essex, RM16 2BS



4. **Ownership of the Goods**

The Client will only own the goods once they have been successfully delivered and when The Company have received cleared payment in full. Goods supplied are not for resale.

5. **Delivery**

The Company will deliver the goods to the address specified by The Client for delivery in The Client's order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. The Company cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with The Client's delivery instructions (unless this is caused by our negligence). The Company will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact The Client to arrange an alternative time.

6. **Performance**

- 6.1. The Company will install the items within a reasonable time.
- 6.2. If in The Company's opinion it is not reasonably practical for any reason to carry out any of the work The Company are instructed to, The Company shall be entitled to refrain from carrying out or completing such work and will consult with The Client as to what if any work is to be undertaken. The Company will, if requested by The Client, provide a written explanation as to why any work is not considered to be reasonably practical.
- 6.3. If the cost to The Company of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside The Company's control, then The Company shall notify The Client before undertaking any work to which the increase will apply. If The Client requires us to discontinue the work, The Client shall only be required to pay The Company for the work already carried out.

7. **Payment**

The price for the goods and/or services shall be payable to The Company no later than 30 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle The Company to write to The Client upon the expiration of seven days' notice, to charge The Client for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.



8. Warranty

- 8.1 The Company warrant that as from the date of purchase, the goods and all their component parts are covered by the Manufacturer's warranty. Please refer to the Manufacturer's warranty provided by The Company upon completion of all works.
NB The warranty is only valid if a service contract is taken out with The Company. The Company also warrant that all servicing will be undertaken in order to comply with the manufacturers of warranty.
- 8.2 The Company warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Cancellation

The Company reserve the right to cancel the Agreement between The Company and The Client if:

- 9.1 The Company have insufficient stock to deliver the goods The Client has ordered;
- 9.2 The Company do not deliver to The Client's area;
- 9.3 One or more of the goods ordered by The Client was listed at an incorrect price due to a typographical error or an error in the pricing information received by The Company from The Company's suppliers.

Once agreement has been received from The Client in writing, and The Company have been instructed to proceed, in the event of any cancellation from The Client, The Company will have the right to withhold 10% of the total amount of the invoice less VAT.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which The Company exclude The Company's liability to The Client) the enforceability of any other part of these conditions will not be affected.



11. Liability

- 11.1. Except for death or personal injury caused by The Company's negligent acts or omissions, The Company shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 11.2. The Client will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by The Company as a result of The Client's breach or default in the discharge of The Client's obligations.
- 11.3. Where The Company need to carry out work on The Client's premises and/or install equipment, The Company will not accept liability for the cost of repairing or replacing parts of The Clients existing system which occurs due to faults in The Clients system unless The Company have been negligent in not realising that such damage may occur or was caused by the way The Company did the work.
- 11.4. In the event of The Company negligently losing or damaging The Clients goods, The Company will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide The Client with a refund. The Company will not accept liability for any reasonably foreseeable decorating or building work required as a result of any work or installation of equipment The Company carry out on The Client's premises, or for any further damage and/or modification(s) to The Client's premises or goods agreed upon or requested by The Client or The Client's agent(s).
- 11.5. Nothing in this Agreement shall exclude or limit The Company's liability for death or personal injury resulting from The Company's negligence or that of its employees, agents or sub-contractors.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.



15. Customer Services

- 15.1. To protect The Clients own interests please read the conditions carefully. If The Client is uncertain as to The Client's rights under them or The Client requires any explanation about them please write to or telephone our customer queries department, at the address and telephone number set out above.
- 15.2. If The Client are unhappy with any aspect of The Company's service, please contact LK Climate Control & Refrigeration directly. Any complaints will be dealt with sympathetically and The Company will work with The Client to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

The Company reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with The Client's agreement.

17. Data Protection

The Client consents to the computer storage and processing of The Client's personal data by The Company in connection with this Agreement and to the transmission of this data across The Company and its business partners for the purposes of The Company's legitimate interests including statistical analysis, marketing of The Company's services and credit control. If The Client breaches this Agreement, The Client's personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

