

1. CONTRACT OF SALE

The contract of sale between the Company (Meridian Air Conditioning Limited) and the Customer will be governed by these terms & conditions. No other terms and conditions other than those implied by law or statute shall be of any effect unless expressly agreed in writing by the parties.

By entering into the agreement, the Customer agrees that the payment of invoices will be made strictly in accordance with the credit terms stated thereon. If payment of invoices is not made by the due date, it will result in the matter being referred to the Credit Protection Association (CPA) for recovery of the invoice debt. The Customer will agree to indemnify the Company against costs we incur in referring the matter to the CPA to pursue the debt including the CPA's current applicable fees for writing to the customer, any commission payable by the customer and all reasonable incidental costs of recovering the debt and interest as applicable.

2. PRICE

The price quoted excludes VAT which is listed separately and the price is valid for 14 days from the date the quote is issued. The price may increase if your order is placed after this time.

3. PAYMENT TERMS

- a) A minimum of 25% deposit is required on acceptance of all quotes. A higher % may be applied depending on quotation/equipment cost.
 - b) The full amount of deposit invoice is payable immediately on receipt of invoice to secure work dates and equipment order.
 - c) Where applicable credit reference checks will be obtained and orders will not be considered binding until satisfactory credit references are received
 - d) In the absence of satisfactory references the company reserves the right to refuse credit facilities and request full payment prior to accepting the order
 - e) Where applicable invoices will be submitted for progress payments relating to materials on site and installation work carried out
 - f) We reserve the right to charge interest on all outstanding monies due and not paid. Interest will be charged at a rate of 8% above the base lending rate of the Bank of England, from the date the payment becomes due until the date payment is received
 - g) Reminder letters will be sent for overdue payments and after 30 days of non-payment following a reminder letter a £25.00 administration fee will be charged to accounts for overdue payments
 - h) A £25 administration fee will be charged for cancelled or returned cheques
 - i) Should the Customer fail to make payment to us in accordance with Conditions of Sale and such failure continues for 7 days after the Customer being given written notice, then credit facilities will be withdrawn and work will be suspended until full payment is made. Such suspension will not be deemed a failure on our part to proceed with the works
 - j) The contract price of goods becomes immediately due and payable in the event that the Customer goes into liquidation or administration or a receiver of its assets or any part thereof is appointed or any petition is presented for its winding-up or it enters into any scheme of arrangements with its creditors
 - k) All amounts due are payable in pounds sterling unless otherwise agreed by the Company
- Please note: All deposits are non-refundable.

4. ADDITIONAL COSTS

Additional costs may be incurred if: –

- a) Variations or additions not stated in the quote, which we find necessary, which could not have been identified in the original quote
- b) Removal of any dangerous waste which could not have been identified prior to work being carried out.
- c) CAD Drawings
- d) Permission from local authority or landlords
- e) Any additional works not detailed in the original quote requested by the Customer
- f) Unable to gain access to site or other reasons beyond our control resulting in delays
- g) If adequate lighting and power is not available for us to use on site
- h) Out of hours working

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In all cases, we will discuss the reasons for any additional costs prior to carrying out any additional work.

5. CANCELLATION

Any order that has been placed may not be cancelled by the Customer without with the agreement from the Company. All cancellations must be made in writing to:

Meridian Air Conditioning Limited, 529 Ringwood Road, Ferndown, Dorset, BH22 9AQ

The Customer will be responsible in full for all costs incurred by the Company including materials, goods and labour.

Deposits are non-refundable.

6. HOURS OF WORK

All work set out in the quotation will be carried out during normal working hours, which are Monday to Friday 08.00 – 17.00 unless otherwise stated. Access to premises is required during these times whilst work is in progress.

7. DELAYS

The Company will not accept any responsibility for delays outside of its control such as fire or adverse weather conditions. In the event this situation occurs, alternative dates for installation will be made.

8. DELIVERY AND INSTALLATION

- a) Delivery is usually within one/two weeks of receipt of order. Installation dates would be confirmed at the time the order is placed
- b) Any obstructions i.e. televisions, furniture etc. should be removed. If this is not possible and we are required to move any items obstructing access, reasonable care will be taken. Neither the Engineers nor the Company will accept any liability in the event of any damage to property
- c) Any risk in the goods, shall immediately pass to the Customer on delivery
- d) On completion the equipment would be commissioned to an agreed programme and subject to all necessary services, i.e. Power etc. and facilities being available.

9. RETENTION OF TITLE

Goods supplied by the Company shall remain the sole and absolute property of the Company until such time as: –

- a) The goods have been paid in full
- b) All other monies due to the Company from the Customer have been paid to the Company but shall be at the Customers risk from the time of delivery and the Customer will be responsible for and adequately insure for the benefit of the Company, the Goods against damage or loss
- c) Any outstanding interest accrued or other sum payable under the terms & conditions of Sale has been paid in full

10. COPYRIGHT

All drawings, specifications and project literature prepared by or on behalf of the Company remain the property of the Company and shall not be reproduced or disclosed to any third party without prior consent by the Company.

11. WARRANTY

- a) All air conditioning units supplied and installed by Meridian Air Conditioning Limited are covered by a minimum of 3-year warranty unless otherwise stated. All warranties are subject to servicing by Meridian Air Conditioning at the specified intervals
- b) Installation work is covered under the same conditions for a period of 12 months
- c) The Company shall not be liable to repair or replace any part of the Goods/Equipment unless or until they are satisfied that they have been used, operated and maintained in accordance with the manufacturer's instructions or advice given by the Company and that any fault is not attributed to improper storage or use
- d) A manufacturers standard operating and maintenance manual will be issued at the time of commissioning

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12. GOVERNING LAW

The contract shall be governed by English Law and any dispute shall be heard by the English Courts.

13. LANDLORD PERMISSIONS

It is the customer's responsibility to agree with Landlords about the positioning and placing of Air Conditioning systems (Indoor & Outdoor). If we attend site and cannot complete the agreed work/s there will be a penalty and re-stocking charge of the equipment.

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