

Terms & Conditions

1. Definitions

"Seller" means Kent Air Solutions Limited, a UK registered company (number 112625542) with registered offices at 25 Bradfields Avenue, Walderslade, Chatham, Kent, ME5 0LE and shall be construed where applicable to include all employees, agents and Subcontractors of that company; "Buyer" means the person, partnership or company purchasing the Goods from the Seller; "Goods" means the plant, machinery, materials, items and labour to be supplied by the Seller subject to this contract; and "Site" means such place to which the Buyer shall request the Seller to make delivery and install.

2. Governing Conditions

2.1 All orders, however made, are accepted only upon these Conditions, which shall override any terms or conditions incorporated or referred to by the Buyer in writing, orally or otherwise. No variation of these Conditions shall be incorporated into the contract between the Seller and the Buyer unless expressly accepted in writing by a director of the Seller.

2.2 No failure by the Seller to object to any terms or conditions incorporated or referred to by the Buyer in writing, orally or otherwise shall be deemed a waiver of these Conditions or an acceptance of the Buyer's terms and conditions.

2.3 The Buyer acknowledges that these Conditions together with the express terms of the contract constitute and form the entire terms of this contract to the exclusion of any previous statement or representation whether oral, written or implied or whether contained in any advertisement particulars or other matters issued or in any correspondence entered into by the Seller. The Buyer further acknowledges that it has not entered into this contract in reliance upon any such statement or representation, other than the written specifications given by the Seller.

3. Placing Orders

3.1 Placing an order presumes knowledge and acceptance of these Conditions. To accept a quote, the buyer must send an email of acceptance including the quote number to info@kentairsolutions.com

3.2 The Seller reserves the right to reject cancellation by the Buyer of an accepted order or any portion thereof. Cancellation of an accepted order needs to be approved in writing by the Seller and the Buyer may be charged cancellation charges. Goods already delivered cannot be returned or exchanged and will be invoiced.

3.3 Changes to installations including (but not limited to) indoor or outdoor unit positions or pipework routes must be requested by email no later than 72 hours prior to installation, a revised quote with the changes will be emailed to the buyer prior to the works starting. Changes to an accepted order after this time shall be treated as a separate order, unless otherwise agreed in writing by the Seller. If any changes are made to an original order, the price, discount on or delivery date of that order are subject to change.

3.4 The Seller provides products from manufacturers who have policies of continuous technical improvement and accordingly reserves the right to make minor modifications to the technical specification and design of their Goods. Catalogues and similar publications are only sent by way of information and any technical information provided is an approximate guide. The Seller has no liability for any deviations from or mistakes in such information or for any errors of interpretation.

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4. Cancellation Charges

4.1 The seller requires a minimum of 72 hours' notice for cancellations. If the buyer cancels or reschedules the work without providing the required notice, the seller reserves the right to charge a cancellation fee. The amount of the cancellation fee shall be determined by the seller, taking into account factors such as project size, materials purchased, and potential loss of work for the contractor.

5. Price and Payment

5.1 The Seller's quotation, unless previously withdrawn or revised in writing, is valid for 30 days from the date thereof (after which time it shall automatically expire) and is subject to the buyers acceptance of the seller order.

5.2 The Sellers quotation includes only the products and services as laid out in their quotation.

5.3 Unless otherwise agreed in writing, the Buyer shall pay the invoice amount of the Goods and any other costs, charges or expenses provided for by these Conditions including Value Added Tax at the then current rate on the date shown on the Seller's invoice.

5.4 Any invoice not paid shall be liable to interest.

5.5 The seller reserves the right to take appropriate action to enforce payment, including but not limited to pursuing legal remedies, engaging a debt collection agency, or reporting the outstanding amount to credit reference agencies.

6. Delivery

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

6.2 It is the Buyers responsibility to ensure the Site will at all times be safe for the Seller and its vehicles carrying out delivery and off-loading of materials.

7. Specification

7.1 The Goods are as described in the quotation.

7.2 Particulars of dimensions, capacities, performance ratings, specifications, drawings, and other data included in catalogues or other documents provided by the seller are issued by the manufacturers and are not the responsibility of the seller.

7.3 The Buyer shall be responsible for ensuring that the Goods are sufficient and suitable for the Buyer's purposes (whether such Goods have been adapted from their standard specification or not) and the Seller shall have no liability to the Buyer in the event that the Goods are not sufficient and suitable for the Buyer's purposes.

7.4 The Seller shall not be responsible for any errors or omissions in any design, drawings or specifications, reports or other information supplied to the Seller by the Buyer or the Buyer's employees, agents, sub-contractors or representatives and the Buyer agrees to indemnify and keep indemnified the Seller against all claims and liabilities incurred by the Seller resulting from such errors, omissions or defects.

7.5 The seller is not responsible for the performance of systems, whilst they offer advice, the buyer is responsible for the suitability of the system on the quote they accept. All model numbers and specifications are provided.

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8. Installation

8.1 It is the responsibility of the Seller to install and commission the Goods and to ensure its employees, agents and subcontractors or any other persons used by the Seller to install and commission the Goods are fully trained to do so and that the terms of any instructions or manuals provided with the Goods are adhered to.

8.2 The Seller will install, check and test the goods. The Seller is not responsible for electrical faults, trips or earth leakage which may have been present before the works are complete but only show fault after the works. The systems supplied will trip if an electrical fault is present to protect the PCB's.

8.3 When systems are being installed there is a risk that minor damage/cracks may occur to walls while engineers are drilling. The seller does not know the condition of walls/plaster/décor. Engineers will always use dust sheets and do their best to ensure minimal damage is caused if any at all. The seller's engineers will offer to fill any cracks and paint them if the buyer has the paint available.

8.4 Changes to installations including (but not limited to) indoor or outdoor unit positions or pipework routes must be requested by email no later than 72 hours prior to installation, a revised quote with the changes will be emailed to the buyer prior to the works starting. Changes to an accepted order after this time shall be treated as a separate order, unless otherwise agreed in writing by the Seller. If any changes are made to an original order, the price, discount on or delivery date of that order are subject to change.

8.5 If changes are requested on the day of installation this will incur additional charges for required materials and labour.

8.6 If the seller's engineers do not have the materials to complete the requested changes outlined in 9.5 and delays to the installation occur the buyer will be charged the labour charges even if works cannot be carried out and the buyer will be given the nearest installation date available, this may be delayed during busy periods.

8.7 In the event that the buyer decides to alter the specification or systems after the installation has begun, whether partially or fully completed, the seller enforces a strict no-returns policy on all equipment. The buyer will be responsible for the cost of a new quotation based on the revised specification or systems. The labour cost initially quoted may be subject to change according to the new specifications. The buyer remains liable for the full payment of the originally agreed amount for a fully installed, tested, and commissioned system, even if there is a change of mind.

For systems that are partially installed, the buyer will be invoiced based on the proportion of work completed. Additionally, any delays in the installation process caused by the buyer will incur extra charges.

8.8 Installation dates are offered to the buyer dependant on UK stock levels. Stock levels are given from the manufacturer and change daily. The Seller is not responsible for changes of delivery dates from manufactures.

8.9 Many systems supplied on behalf of the seller now come with the option of using an app to control the system from a tablet or smart phone via WIFI connectivity. The seller or its engineers are not responsible for testing the buyers WIFI connections, suitability or to set up/install the WIFI features. Instruction for the feature can be found in the manufacture's manual.

8.10 If the buyer supplies materials or systems the seller will not provide any warranty as they are unable how the system has been transported, stored, or maintained if has been used before.

8.11 The seller is not responsible for gaining permission for unit locations, liaising with landlords, neighbours or gaining information on property/building boundaries. The seller advises the

buyer and the buyer agrees it is the buyers responsibility to seek any permissions needed before works begin and to gain any permissions needed in writing.

8.12 It is the buyers responsibility to ensure that access is readily available. The buyer shall make reasonable efforts to provide unrestricted access during the agreed-upon working hours and days. This includes removing any obstacles or restrictions that may impede the sellers engineer's progress. If access is delayed, obstructed, or denied, resulting in a delay or interruption to the work, the seller reserves the right to charge a fee at their discretion. The fee amount shall be determined by the seller, taking into account the extent of the delay and the impact on the overall project timeline. The buyer understands that the fee is intended to compensate the seller for any additional costs, rescheduling, or inconvenience caused by the lack of access. The buyer shall promptly pay the fee as invoiced by the seller. The buyer should notify the contractor in advance of any anticipated limitations or restrictions on access, such as scheduled events, restricted hours, or shared spaces. This allows the seller to plan accordingly and minimize any potential disruption to the work.

8.13 The buyer should understand that due to the nature of the work; it may involve certain levels of noise during the process. In consideration of a harmonious working environment and to avoid any misunderstandings, the seller kindly requests the buyer to inform all members in the building of the planned start date. This will avoid any unexpected disruptions or disagreements once the work commences.

9. Health and Safety

9.1 The Buyer shall ensure that all Goods shall be used strictly in accordance with any relevant information, instructions or advice which the Seller or the manufacturer of the Goods may make available with or in connection with the Goods.

9.2 The seller commits to fully comply with CDM regulations and applicable health and safety laws. All work performed will adhere to the principles of CDM regulations, ensuring the safety and well-being of workers and others involved. The seller will assess risks, provide trained engineers and maintain a safe environment.

9.3 The buyer is strongly advised to ensure that children and pets are kept at a safe distance from the work area for the duration of the sellers visit. This precaution aids in averting potential injuries or disturbances, thereby facilitating the efficient and safe execution of services. The buyer bears the responsibility for implementing appropriate supervision or containment measures to safeguard the welfare of children and pets during these periods.

10. Warranties and Liability

10.1 Subject to

a) The installation of the Sellers's product being carried out to the manufacturer's installation and operation instructions. b) The installation being carried out by qualified/trained engineers. c) The installation is supported by a maintenance agreement providing the minimum as per the manufacturer's guidelines. d) The Seller's product has not been modified. e) The Seller's product has been correctly installed. f) Any defect in the product has not been caused by neglect or defaults by the Buyer or installer. g) The product has not been used in abnormal working conditions. Then the Seller will provide (unless otherwise agreed in writing) a 12-month installation warranty on the Goods.

10.2 Regular servicing must be maintained to uphold the manufacturer's warranty which covers for parts only. This needs to be carried out every 12 months as a minimum.

10.3 Call out and labour charges apply for works relating to warranty claims.

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11. Liabilities

Save for liability for death or personal injury due to the negligence of the Seller and liability under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer: a) For any damage to persons or property, however arising; b) For defects, in or in any way connected with the Goods, caused by the act, neglect, omission or default of the Buyer or any third party, fair wear and tear or abnormal working conditions; c) For any remedial work in respect of the Goods, carried out by third parties instructed by the Buyer without the prior written approval of the Seller including, but not limited to, servicing, alteration and repair of the Goods; d) For claims if the Seller's installation and operation instructions (if any) and any instructions issued by the manufacturer, are not followed. The Seller reserves the right to charge for remedial works in these circumstances; e) Possible defects in manufacturing the Goods or the conception of the raw materials used; f) For any other defects in the Goods not falling within paragraphs (a) to (e) of this clause, unless notified to the Seller by the earlier of 14 days of delivery of the Goods or installation of the Goods or latent defects; and g) For any special, indirect, consequential or economic loss (howsoever arising) including, but not limited to, loss of profit, loss of production, loss of business.

11.1 Save for liability for death or personal injury due to the negligence of the Seller and liability under the Consumer Protection Act 1987, the Seller's aggregate liability to the Buyer in respect of any occurrence or series of occurrences attributable to the same cause, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the price paid by the Buyer to the Seller in respect of the Goods in question.

11.2 The Seller's prices are determined on the basis of the limits of liability. The Buyer may, by written notice to the Seller, request the Seller to agree a higher limit of liability.

11.3 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, common law, custom of the trade, course of dealing or otherwise, including, for the avoidance of doubt, all warranties implied by the Sale of Goods Act 1979, are excluded to the fullest extent permitted by law.

11.4 The Buyer's remedy in respect of any claim for which the Seller is liable in terms hereof shall be limited to, at the sole option of the Seller, repair or replacement of the item in question or refund of the purchase price (if paid).

11.5 The Buyer shall not be entitled to exercise a right of retention, or withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer in respect of the Goods or any other alleged breach of the contract, or to set-off any amount payable under the contract to the Seller against any monies not then presently payable by the Seller or for which the Seller disputes liability, or to return Goods to the Seller unless authorised in writing by a director of the Seller.

11.6 The Seller shall not be liable to the Buyer (including, but without limitation, in negligence) or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

11.7 The Buyer shall indemnify the Seller against all claims (including the cost of any legal proceedings) for the death of or injury to any person or for the damage to or loss of any property made by any person against the Seller either under any statute or at common law which may arise out of or be in any way connected with the execution of the contracted works or the installation, operation or use of the Goods except where the same is due to the negligence, omission or default of the Seller.

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12.1 In the event the system is found to be in a beyond normal state, additional charges will apply.

Definitions

"Normal State" shall be defined as the condition of the system exhibiting light to medium levels of dirt and debris.

"Beyond Normal State" shall be defined as the condition of the system being extremely filthy, requiring an engineer to spend more time than the standard duration for cleaning.

The buyer will be informed of the system's condition and the estimated additional time and cost prior to the commencement of the excessive cleaning.

12.2 If the seller engineer arrives on-site for maintenance and the buyer is not present or access is not available resulting in a delay, the buyer will be charged a call out rate in half-hour increments until the buyer arrives or access is available. Then the charges will revert to the agreed charges.

12.3 Routine service and maintenance visits are not intended for repairs. Should any repairs be necessary, the buyer will be notified, and a separate appointment will be arranged and a quote or call out charges issued by the seller.

12.4 The seller will charge the buyer if a scheduled maintenance visit is unsuccessful on the day of the planned works due to the buyer.

12.5 When the sellers engineers cannot access some of the buyers units, resulting in only partial servicing, the buyer will be responsible for the charges of an additional on-site visit.

13. General

13.1 The invalidity or unenforceability for any reason of any terms of these Conditions shall not prejudice or affect the validity or enforceability of the remainder.

13.2 The Buyer shall not be entitled, without the prior consent in writing of the Seller, to assign its rights under the terms.

13.3 Any notice required or permitted to be given under these Conditions shall be in writing and shall be sent by recorded delivery addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. In proving service it shall be sufficient to prove that the notice was properly addressed and posted.

13.4 No waiver by the Seller of any of the terms of these Conditions shall release the Buyer from full performance of the remaining terms, and no waiver by the Seller of any breach of the terms of these Conditions shall be a waiver of any subsequent breach of the same or any other term of this Conditions. No failure to exercise, nor delay or omission by the Seller in exercising, any right, power or remedy conferred on it under these Conditions or provided by law shall except with the express written consent of that party affect that right, power or remedy; or operate as a waiver of it.

13.5 If any order is made by two or more Buyers jointly, the obligations of those Buyers under these terms and conditions shall be joint and several.

13.6 These terms and conditions shall be governed by and construed in accordance with the laws of England and any dispute shall be referred to the exclusive jurisdiction of the English Courts.

13.7 The Seller and the Buyer do not intend that any provision of these Conditions shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to the contract.



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13.8 If the seller's surveyors/engineers/trained personnel determines that a system or systems need to be condemned and replaced during a site visit, the buyer will be informed immediately. The seller will always recommend the best solution, considering the cost-effectiveness of repairs versus replacement, the age of the units, and their condition, including the number of faulty components. After receiving the seller's advice, the decision to repair or replace the units rests with the buyer. If the buyer opts for repairs the seller disclaims any responsibility for the system's performance if it fails to operate as desired or at all due to the failure of other components.