

Terms & Conditions of Alligator Heating and Cooling Limited (AHC LTD)

January 2023

BETWEEN

Alligator Heating and Cooling Ltd Unit 15 Andover Down Farm, Andover, SP11 6LJ (*"the Supplier"*); and

Individuals, Companies and Organisations that may take Goods and Services from the Supplier (*"the Customer"*).

Definitions

"Goods" means the hardware and materials as supplied by the Supplier to the Customer to facilitate the agreed services.

1. QUOTES & CHARGES

a) The quoted price the Supplier is valid at the time of quotation but may increase if the Customers order is placed after the noted quotation expiry date.

b) Upon completion of work i.e., Installation, Service or Fault Diagnoses, a job sheet (PAPER) or (SOFTWARE) will be filled out by the engineer who has attended the site which will be then offered to the Customer or agent of the Customer for signature to confirm agreement that the works and time on site as true and the standard of workmanship is acceptable to the Customer.

c) The acceptance of a quotation for Goods and/or Services by the Supplier constitutes an offer by the Customer to purchase the Goods and/or Services specified in it on these Terms and Conditions and is deemed liable to pay for all services.

2. HOURS

All work set out in the quotation will be carried out during normal working hours, which are 8.00am-5.00pm Monday to Friday, unless otherwise stated. Access to the Customers premises is required while work is in progress.

3. ADDITIONAL COSTS MAY BE INCURRED IF: –

a) An engineer has attended the Customers site before 8.00am or later than 5.00pm. If agreed the Customer will be liable to pay overtime rates as agreed prior to any work commencement.

b) In the event the Supplier needs to remove any dangerous waste material, such as asbestos and other, which could not have been reasonably foreseen when the original quotation was given, and the Supplier became aware of only when installation/service commences.

c) For any reason the Supplier cannot gain access to site, resulting in delays or the Supplier has been called out and a cancellation is made, if an engineer has or has not reached site.

d) A Customer has altered a state of installation or changed something mistakenly or purposely and the Supplier needs to increase labour and/or acquire additional materials.

e) If an Installation takes place and is semi or fully installed but the Customer decides to change their mind about specification and systems, the hardware cannot be returned to the Supplier. Please note that the Supplier does not have a returns policy on all equipment supplied as agreed.

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4. MAINTENANCE

- a) The Supplier does offer maintenance contracts for systems installed by the Supplier and other qualified 3rd parties.
- b) The content of each service event will be in line with the guidance as detailed by the relevant manufacturer.
- c) Servicing fees will be agreed in advance
- d) A full report post service will be provided to the Customer, detailing the work that was undertaken. Any additional work identified during the service will be highlighted to the Customer. In the event the Customer requires the identified additional work to be progressed/delivered it will be subject to a specific quotation and follow the terms as set out in this set of terms and conditions.
- e) Times and dates are variable and will be booked in agreement with both parties.
- f) If systems are beyond normal state, "normal" meaning light dirty to medium dirty, and "beyond normal" meaning extremely filthy that would cause engineer to spend more time than standard, then the Customer will be charged, based on the agreed hourly rate.
- g) If an engineer attends for maintenance event and the Customer creates a delay, the Customer will be charged at the agreed hourly rate
- h) If the Customer has been quoted a price based on a per unit basis and on attendance to site the engineer access to the units cannot be made. The Supplier will advise the Customer and the full fee in the quotation will apply.

5. INVOICING, PAYMENTS AND LATE PAYMENTS

- a) For domestic / retail installations the Supplier will request that a payment 25% of the full invoice value (including and relevant taxes) is paid before the installation can be arranged.
- b) Upon installation completion the customer will be invoiced for the 75% balance on the day of completion. This balance is to be paid if full within 3 working days of presentation.
- c) Payments can be made by BACs and Debit/ Credit (excluding Amex). This will be agreed by the parties at time of payment.
- d) In the event of a late payment the Supplier reserves the right to charge a late payment premium, this will be 2% of the total invoice balance value per day over the payment due date.
- e) The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the customers fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract or agreement.
- e) The total price for the Goods and/or Services are due in pounds sterling on the date of the invoice.

6. INFORMATION

Information the Customer provides to the Supplier, may be used by the Supplier or by its agents for only the purposes associated with the supply of services related to this agreement.
All site visit addresses including commercial and residential that are emailed to us are kept confidential and are not distributed to any third-party companies or agencies for sales purposes.

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7. CREDIT CHECK

In connection with these terms, the Supplier may carry out a check with one or more licensed credit reference agencies such as Experian. Any check will be advised to the Customer prior to it taking place and will not progress if the Customer does not agree to the check.

The Supplier will retain a copy of the search. Payment details of the Customer's account may be recorded and shared with other organisations.

8. CONTACT

These terms and conditions, together with the information overleaf are intended to set out the whole agreement between the Supplier and the Customer. If the Customer wishes to contact the Supplier, they should.

- Call 01264 360361.
- Email info@alligatorhc.com

9. INSTALLATIONS

a) All systems remain the property of the Supplier, until paid for in full. Deposits will be clarified at the time of quotation. Late payment fees also apply to installation if payments have not been paid by the invoice due date in line with clause 6d of these terms

b) 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 Supplier will accept any liability for damage.

The Supplier agrees to remove major debris and particles caused by drilling and other construction work after an installation of equipment's and will take reasonable efforts to prevent any dirt being left at the property after the installation.

c) The Supplier will use reasonable effort to install systems to a high standard. The Supplier will always advise the Customer the recommended equipment for a project, however if the Customer requests a more budget option than quoted and is not entirely satisfied after job completion the Supplier will not be held responsible for their choice. These may include but not limited to things such as an undersized unit for an area space that is unable to provide correct sufficiency, sound pressure reduction, physical appearance of a unit placed in an area requested by the Customer.

d) Prior to Installation all unit the specification will be communicated to Customer either verbally or in writing.

e) Additional charges may also be applied to final invoice after installation of equipment if

- If the quote was accepted by the Customer and a site survey was not possible and additional items of work are identified as part of the installation process
- System retrofits or replacements call for alterations during work that may be unforeseen.
- Customer loses or accidentally misplaces any equipment or system accessory which was delivered to site.

f) Additional charges will apply to installations where works are delayed because of errors caused by the Customer.

g) Unless specifically stated the following items are all excluded from installation provided by the Supplier;

- Local authority/Landlord Consent or fees
- Any making good or redecoration
- Any lifting/access equipment
- Any carpentry or building works of any kind
- Diamond drilling
- Provision of electrical supply & mains connection

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- Electrical Certification
- Penetrations to building exterior
- Fitting of exterior louvers and attenuated panels
- Any out of hours works.
- Craneage
- Any item not specified

10. CALL OUT FEES & REPAIRS / DIAGNOSES / MAINTENANCE (normal time: 8:00 to 17:00 hrs)

a) The Supplier will provide a call out service that is free on workdays between 8:00am and 5:00pm. Fees for call outs will apply once the engineer is on site. The fee will be based on a fee based upon 30-minute segments with a minimum fee of 1.5 hours.

Example:

Time on site 140 minutes

Minimum charge = 90 minutes

Balance 50 minutes = charge 2 x 30 minutes

If applicable all parking, and congestion charging incurred by the Supplier in the delivery of the call out will be charged to the Customer at cost.

Call out fees and on-site charges do not apply to maintenance contracts under the condition that the equipment is regularly serviced.

b) Should it be found necessary post the engineers' inspections to replace/order/use any parts such as oil, oxygen free nitrogen, refrigerant, cleaning chemicals, fan motors, valves etc the cost of such materials will be quoted to the Customer.

c) Should it be found that some equipment is necessary in order to carry out task on day of booking with engineer on site, and if job is critical, the Supplier will advise Customer of cost of equipment and if the engineer can get it the same day and return to site. The agreed costs involved will be presented to the Customer in due course.

11. OUT OF HOURS CALL OUT, WEEKEND AND BANK HOLIDAY FEES

a) The Supplier can attend an emergency if agreed with the Customer. Time to get an engineer on site may vary and any attendance will be subject to an engineer being made available by the Supplier to establish a site visit.

b) The rate for call outs on the weekends, public holidays, and bank holidays etc. will be agreed by both parties prior to being applied

c) Any parking, congestion charge will be charged at cost when applicable

12. WARRANTY FOR INSTALLATIONS & REPAIRS

The Supplier is not the manufacturer of the Goods, however the Supplier, when the Customer orders an installation (as specified in the quotation) the Supplier shall endeavour to transfer to the Customer the benefit of the warranty issued by the manufacturer in respect of the Goods.

For repairs that are successful, the Supplier gives a 6-month warranty period with conditions. The conditions are as set below;

- That the system/s the Supplier have rectified is/are not tampered with by the Customer or any other third party
- No physical damage is done to the Goods, caused by events covered by Force Majeure
- If the Supplier is called out to a fault for previously rectified system/s and it is found that other components not relating to work previously carried or Goods supplied by the Supplier

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13. DELIVERY OF GOODS.

a) Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at the Supplier's address. The Customer shall take delivery of the Goods on the date that the Supplier notifies the Customer that the Goods are ready for delivery.

b) Any dates specified by the Supplier for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

c) Subject to the other provisions of these conditions the Supplier shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Supplier's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract.

d) If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Supplier is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorisations:

- Risk in the Goods shall pass to the Customer (including for loss or damage caused by the Supplier's negligence);
- The Goods shall be deemed to have been delivered; and
- The Supplier may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- Customers shall be held responsible for any missing delivered equipment and or stored accessories or installation materials left on site during works. During installations, the Supplier always ensure its supply chain have correctly delivered the right equipment including quantities. All delivered equipment, systems or ancillaries are audited on arrival by the admin team who liaise with on-site engineers. If any equipment does go missing due to a lack of negligence or misplacement by recipient, the Customer will be charged for replacements and may reflect the final invoice.

14. GUARANTEE OF WORKS

Works carried out by the Supplier come with guarantee of 1-year.

The guarantee will provide the Customer with support including but not limited to site visits free of charge unless the following conditions apply:

- Failure of the equipment is caused by damage caused the Customer and/or any other 3rd party,
- Damage is caused events covered by Force Majeure

15. QUOTATIONS

All quotations are sent to the Customer via email based on the information supplied by the Customer and/or obtained by the Supplier in any site survey. Once a quotation is sent and accepted by the Customer, the Supplier will issue an invoice that details the works and Goods required and any deposit requirement, if applicable.

**Note: You hereby acknowledge our terms & conditions and are legally bound by our terms set as above.
Amended 2022**