

Atmosphere Air Conditioning & Ventilation Limited

Standard Terms and Conditions

1. Order or Instruction placed with Atmosphere will be in accordance with these terms and conditions or those accepted by us in writing. Acceptance by Atmosphere of your order or instruction does not constitute our acceptance of any additional or third party terms or conditions. Our conditions will always take precedence over any other terms and conditions whether expressed or implied in writing or verbally given.
2. Terms of Payment applicable to approved credit accounts is 30 days from date of our invoice. We reserve the right to vary our payment terms at any time and without notice.
3. Other Terms of Payment may be agreed but only if accepted by us in writing.
4. Retention. Our quoted prices do not allow for any retention's or set-off to payment to be made. In common with many other suppliers, we cannot accept retention against high value equipment values. We may insist that any large equipment or plant items be ordered from us on an individual purchase order basis rather than as part of the overall sub-contract. Failure on your part to comply will not constitute our acceptance to retention or other set-offs. Interest at the rate of 3% per month may be added to all amounts outstanding after expiry of our payment term, and will become chargeable and due for payment in accordance with our original terms.
5. Staged payments. We reserve the right to make interim applications for payment during the course of any works carried out by us, for materials, equipment delivered and for work completed by us to the date of such application. Our agreed payment terms would apply from the date of our application.
6. Any offer by Atmosphere is valid for a period of thirty days from the date of our offer.
7. All Prices quoted are offered on a fully fluctuating basis, as such any increase in cost passed to us will generally be added to our cost and become due for payment.
8. All Prices quoted are net, exclude VAT, any other applicable taxes which may become due and unless specifically indicated, exclude any discounts.
9. Our Offer Assumes continuity of work and normal working hours which are Monday to Friday inclusive, from 08:30 to 17:30 hours. Work carried out outside of these hours will be charged at premium rates in accordance with our standard charges.
10. Delivery and Completion dates are given in accordance with our other terms and conditions and are valid at the date given. As such they are subject to prior sale or workload at the time your written instruction to proceed is received.
11. We Will Only Proceed with any work once your full written instructions are received by us together with all information we require to proceed with our work, and we have accepted your instructions in writing.
12. We Will Not Carry Out Any Additional Works or Variation to our work unless we have a written instruction to carry out such extra work or variation and your confirmation that you accept our costs for carrying out such work or variations.
13. If You Fail To Provide Written Confirmation and work has commenced for whatever reason, we will confirm our acceptance on the basis that payment will be due to us for carrying out the work or variation without dispute.
14. Delay. We shall not be liable for any delay, dispute, cost, loss or consequential loss due to your failure to provide written instructions or full and final information on time.
15. Title of Goods. Notwithstanding delivery, all goods, materials, equipment supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us. We shall be entitled, immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this clause.

16. Protection and Risk. Once equipment, materials or goods have been delivered to site or an agreed delivery point they shall be at the sole risk of others. We will only be liable for damage caused by our directly employed or supervised operatives. It shall be others responsibility to both protect and insure against loss or damage caused by others.
17. Guarantee. For the supply and installation of new equipment and systems we provide as a minimum a full labour and parts guarantee, at our discretion to repair or replace without charge any defect, part, material, component or equipment which fails due to defective manufacturing or workmanship within 12 months of commissioning.

This guarantee is provided upon these conditions:-

- a) The system or equipment must be maintained by us or an approved organisation in accordance with the manufacturers recommendations from the date it is *commissioned*.
- b) The system or equipment is operated in accordance with instruction provided by us or the manufacturer, and user maintenance guides are followed and complied with.
- c) If equipment is not maintained in accordance with our terms, or is maintained by a non-approved organisation, the guarantee will become null and void. The manufacturer shall determine if an organisation is approved, and this shall be written confirmation.
- d) Our guarantee is not transferable, should you elect to use others for maintenance, our liability may well be limited to provision of replacement parts only, at the discretion of the manufacturer.
- e) For replacement parts supplied and fitted to systems not guaranteed by us, the guarantee we provide will be limited to that provided by the manufacturer of the parts. This may be any period from three months.
- f) We cannot guarantee equipment or systems and components when warranty has expired for whatever reason. In particular failures or defects found may be attributable to other component failures or reasons beyond our control, which cannot be traced by us until initial repairs have been completed. Should any dispute occur in connection with such work we reserve the right to payment for work carried out. The matter shall then be referred to a mutually agreed arbitrator, whose decision shall be final and binding on both parties.
- g) We shall not be liable for any consequential loss or damage.

Guarantees can be extended at our discretion and dependant upon manufacturer of new equipment can be up to a maximum of 5 years, provided the system is maintained by us under agreement.

18. Information. Any drawing, design, information or detail submitted shall not be binding unless indicated in writing. All drawings, sketches, designs or other documentation submitted to you remain our property and as such must not be copied for any reason unless approved in writing by us.
19. Liability. Our liability is limited to what we have offered to provide, you have accepted by placing an order or instruction with us, and we have confirmed our acceptance. We will comply with all legal and lawful requirements that we are required to do so, in our capacity as your contractor and/or supplier. By accepting our offer you are liable to ensure that what we offer or provide is legal, meets lawful requirements and your own. Your statutory rights are not affected.
20. Termination. We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further work, deliveries or make partial deliveries or work if:-
- a) you fail to make payment on the due date under this contract or any other contract between us.
 - b) you purport to cancel or suspend, or commit any breach of this or any other contract between us.
 - c) you become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save for the purpose of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profits or loss on re-sale.
21. Dispute. Any dispute or arbitration shall be subject to the laws of England
22. Waiver. Any failure by us to enforce any or all of these Conditions shall not be construed as a waiver of any of our rights hereunder.
23. Electrical. Generally we do not provide electrical mains power supplies for our equipment or systems, including fusing, isolators, distribution boards etc., Upon request we provide full technical data to determine correct sizing of cables and supplies, together with type of supply and fuse ratings.
24. Builders Work. Generally we do not provide builders work. Upon request we provide details of builders work requirements.

25. Maintenance Work. Maintenance work is only carried out in accordance with our terms of Maintenance Agreement. Additional repair or service work on a site having a current Maintenance Agreement is carried out in accordance with the agreement and is chargeable in accordance with that agreement and our SERVICE CHARGES.
26. Service and Repair Work. Any service repair, call-out or refurbishment work, which is not subject to a fixed written quotation is subject to our standard service charges. Any additional work to that quoted is subject to our standard service charges unless agreed in writing.
27. Standard Exclusions. Our tender is based upon the foregoing and upon the exclusions specified below:-
- a) Any work not shown on any drawings or specifications, whether issued by ourselves, consultants or architects etc.,
 - b) Associated builders work, electrical work or other trades work except that specified by ourselves as being carried out by us.
 - c) The use of or hiring of any hoisting or lifting plant or equipment to facilitate installation, as it has been assumed that we have free and easy access to the premises at which the equipment is to be installed.
 - d) Any extra costs which may be incurred by Atmosphere through encountering unforeseen difficulties where structural work or hidden pipe work etc is involved and prior inspection by Atmosphere was not available due to the fact that building finishes etc obscured these obstructions from view.
 - e) Any addition for Value Added Tax.
 - f) Scaffolding, water, electrical power, fuel, fees payable to persons, companies or authorities not directly employed by this company.
 - g) The monetary effect of government legislation announced but not yet implemented.
 - h) Design, preparation or installation of any necessary bases or supports for major items of equipment.

All of the above exclusions are Standard Exclusions and as such may be varied but only in writing by ourselves.