

## STANDARD TERMS AND CONDITIONS

### Definition

The company shall mean Lyndhurst Cooling & Heating Services Ltd.

Registered Office - Unit 2, Century Business Park East, Dearne Lane, Manvers, Rotherham, S63 5DP.

Tel. 01709 870100, e-mail: [info@lyndhurstservices.co.uk](mailto:info@lyndhurstservices.co.uk).

The "goods" shall mean any equipment, part or services provided by the "company" whether his own or those supplied by the "company" as an agent.

The "customer" shall mean any person who places an order either verbal or written to instruct the services or purchase the product supplied by Lyndhurst Cooling & Heating Ltd.

Where 'unless specified otherwise' is stated, this shall have the meaning of a statement in writing from Lyndhurst Cooling and Heating Ltd, on "Company" headed stationary and signed by a fully employed member of staff of management status.

### General Quotation Terms

1. All quotations are subject to our standard terms and conditions and are exclusive of VAT which will be charged for at the rate prevailing at the time of invoice.
2. Unless specified otherwise we do not accept any financial retention for this contract and are not prepared to supply any financial bond.
3. We reserve the right to pass on any delivery charges received by the "company"
4. Unless specified otherwise this quotation is based on normal office hours working (Monday to Friday 08.30 to 17.00)
5. Unless specified otherwise it should be assumed that we would require a minimum of 2 weeks' notice for commencement of works, this may be longer for mobilisation of installation staff or obtaining any specialist equipment/parts.
6. The "company" will require an official order detailing work required and any quotation references. This order should be sent to the office prior to being able to commence any works or the placement of any orders on the "company" suppliers.

### Terms Validity

7. In case of conflict or variance between these conditions and any conditions provided by or referred to by the "customer" the performance of an order placed by the "customer" or any part thereof shall be deemed to be an acceptance of all terms and conditions thereof including those set herein. Any terms and conditions contained in any order or acceptance or contract submitted by the 'customer' shall not in any way affect our terms and conditions of sale and are hereby deemed to be cancelled in so far as they are at variance with these terms and conditions, except where and only in respect of any terms and conditions expressly agreed in writing by the "company". To the extent that any terms and conditions



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proposed to cancel our terms and conditions of order they shall be ineffective and shall not be deemed to constitute a counter offer for the purpose of interpretation of the terms of any resulting contract.

8. The quotation is valid for 28 days from date of issue.
9. Unless specified otherwise, any quotation should be considered as budgetary unless statements is made of a fixed sum and specific asset list and survey of the works undertaken.
10. All of the conditions detailed shall apply not only to this tender if accepted but to all orders subsequently placed with us or on behalf of the same "customer".
11. Access plant provided by other for our use must comply with statutory health and safety law and regularly checked by a competent person.

## Delivery Storage & Disposal

12. "Goods are supplied subject to availability. Any date or dates quoted by the "company" for delivery of "goods" shall be an estimate only and shall not be binding by the "customer"
13. Whilst every endeavour will be made to deliver by such dates the "company" shall not be liable for nor be required to indemnify the "customer" from or against any loss, damage action claims or expenses suffered or incurred as a result of delivery beyond such estimated dates.
14. The "company" reserves the right to make delivery of "goods" by instalments and to tender a separate invoice in respect of each instalment. Delay in the delivery of any one or more instalment for whatever reason will not entitle the buyer to treat the contract as repudiated or to damages.
15. Unless specified otherwise, no allowance has been made for the disposal of redundant equipment or substances, including but not restricted to, insulated panels, oil and redundant/prohibited gases. Any additional costs and legal obligations associated with any such disposal are to be the responsibility of the "customer".

## Payment Terms

16. Unless otherwise notified, payment of all invoices is strictly 28 days from date of invoice/application; the "company" will charge interest on all overdue accounts as detailed in the "late payment of commercial debts acts 1998" interest will be charged at 8% above Bank of England base rate.
17. The "company" retain the right to reject an official order if the "company" is unable to satisfy itself that the "customer" can provide adequate evidence to enable satisfactory credit from the "company" in these circumstances alternative terms possibly including full or partial pro-forma payment or reduced credit terms will be requested and agreed prior to continuance of order.



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18. Invoices for maintenance contracts will be issued monthly in advance unless otherwise agreed.
19. Invoices/applications for contracts will be issued for any equipment delivered to site regardless of whether installed or commissioned, the full value for all equipment delivered will be invoiced immediately after delivery.
20. Invoices/ applications will be issued on a monthly basis for progress of installation and commissioning based upon a percentage of progress.
21. The preferred method of payment is BACS and the account details are: -  
NATWEST BANK          SORT CODE: 54-10-03          ACCOUNT NO 89579348

Title

22. Risk in the “goods” shall pass to the “customer” on delivery. If delivery is delayed through the neglect or default of the “customer”, the “company” shall be entitled to charge the “customer” with the cost of storing the “goods” and insuring them against loss or damage but shall not be under any obligation to store or insure the “goods”.
23. The “goods” shall remain the sole and absolute property of the “company” until such time as the “company” shall have received payment in full. (i) for any “goods” (ii) for any other “goods” supplied by the “company” and (iii) for any monies due from the “customer” to the “company” or any of its subsidiary or associated companies on any account. Each of the categories (i) (ii) (iii) set out above shall be regarded as separate severable and distinct from the others. The “customer” agrees that until such time as the property in the “goods” shall pass to him as aforesaid he will hold the “goods” as the “company” agent and store them in a manner which makes them readily identifiable as the “goods” of the “company”.
24. The “customers” right to possession of the “goods” shall cease forthwith when the “company” option to suspend delivery or cancel the contract under condition 23 arises for any of the reasons set out therein and the “company” may require delivery to it, of all or part of, the “Goods”. The “company” may for the purpose of the recovery of the “goods” enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.



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