

Terms and Conditions of Contract AK Services

1. Introduction

In these Conditions unless otherwise requires:

"Conditions" means the standard Conditions of sale set out in this document together with any special terms agreed in writing between you and us;

"Contract" means any contract between us and you for the sale of the Goods formed in accordance with Condition 2;

"Goods" means original parts obtained via trade suppliers.

"Our Agent" means an appointed person by AK Services.

"We/US/Our" AK Services

"You/Your" means person(s) placing an order for goods.

"Agent" person with authority to act and instruct work on your behalf and has the ability to give a personal guarantee on your behalf.

2. Formation of Contract

2.1 Unless varied under Condition 2.6, the contract will be upon these Conditions, to the exclusion of all other Conditions.

2.2 Any quotation is valid for a period of 30 (thirty) days only from its date, provided we have not previously withdrawn it or changed our price or any discount you are entitled to in respect of the Goods the subject of the quotation during this period.

2.3 Each order or acceptance of a quotation for Goods will be deemed to be an offer by you to purchase Goods upon these Conditions. You must ensure that the terms of your order are complete and accurate. The Contract is formed when the order is accepted by us, by way of a written acknowledgement of order or delivery.

2.4 Our employees or agents are not authorised to make any representations about any Goods supplied to you. You acknowledge, by entering into this Contract, that you will not rely on any such representation which is not contained in our packaging or promotional literature.

2.5 Subject to Condition 3, you may not cancel the Contract once we have accepted it.

2.6 These Conditions may not be varied unless that variation is in writing signed by both you and our authorised representative. Our Agent is not permitted to agree variations to these Conditions unless each such variation is expressly authorised by us.

2.7 We draw your attention to our quotations and the specification page, should there be any specific conditions, desires, needs etc. which are not detailed in the specification you should confirm these before entering into a contract.

3. Your right to cancel goods ordered

3.1 When we accept your order, we will give you an approximate date when the Goods will be available for delivery or installation.

3.2 If we fail to deliver on any agreed delivery date you may cancel the contract and we will return any deposit you may have paid to you in full providing we have not been obstructed.

3.3 Goods which have not been specially ordered can be returned for credit up to thirty days in original packaging and remain in a suitable condition for resale. No Goods may be returned for credit after thirty days from date of sale. We reserve the right to charge a handling fee of 15% of the value of all items returned within twenty-eight days of sale. All items returned between twenty-eight days. 3.4 The following Goods may not be returned to us for credit;

Goods which have been specially ordered at your request;

(a)Electrical parts;

(b)Goods that have already been used or fitted;

(c) Goods with damaged original packaging and/or which are not in a resalable condition.

3.5 Where a request is made for a delivery of a service in the next 24 hour period cancellation less than 24 hours ahead leaving us with empty slot we reserve the right to charge 1st hour rate of £60 inc vat due to loss of earnings.

4. Delivery

4.1 We will deliver the Goods to you using our normal delivery service or, at your request, by making them available for collection from our Agent. You agree to accept delivery of the Goods or to collect your Goods shall be deemed to have taken place when they are delivered to you or made available for collection.

4.2 We may deliver the Goods by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of this Contract.

5. Property and Risk

5.1 You will bear any risk in the Goods from delivery, when you sign invoice and/or delivery note or when you collect the Goods. Notwithstanding delivery and the passing of risk in the Goods you have bought or ordered from us, all such Goods shall remain our property until all monies owed by you in respect of them have been paid in full.

5.2 Until such time as the property in the Goods passes to you:

5.2.1 You shall hold the Goods separate from other goods and property store them to protect them and you shall insure them identify them as our property;

5.2.2 We shall be entitled at any time to require you return the Goods to us in their original unused condition.

5.2.3 If you have not kept the goods in a returnable condition as defined in 3.4 you will make payment for the Goods and Services immediately and they

5.2.4 Certain works call for procedures to be carried out to existing systems including flushing systems to prevent damage to new components, whilst we can carry out visual assessments and we use Ph neutral cleaners we cannot guarantee flushing cannot cause a leak due to previous corrosion and you understand the risk.

5.2.5 Systems are concealed and in places materials and fittings may have been used which can fail, example are push fit fitting, copper/pipe work. We are not liable for the failure of these existing services, we can pressure test at an additional charge prior to work.

6. Price

6.1 The price for the Goods will be manufacturer's recommended retail price, less any discounts specified in the acknowledgement of order or in the invoice accompanying delivery, and is inclusive of packaging and carriage of the goods (using our normal delivery service) and exclusive of any value added tax or other applicable sales tax or duty.

6.2 Discounts given may be withdrawn if account terms are not complied with.

6.3 Where Goods need to be ordered by us, we may require you to pay a deposit of a reasonable amount determined by us on account of the price. Your deposit will be deducted from the outstanding price of the Goods and will be returned to you if you cancel your order in accordance with Condition 3.

7. Payment

7.1 We will invoice you for Goods and Services at the time of delivery or after delivery.

Payment is due in pounds sterling before delivery unless you have an approved account with us, in which case you must pay in accordance with the "Due paid" date indicated on the invoice. Where no date is shown payment should be made within 14 days of invoice date.

7.2 Time for payment will be of the essence.

7.3 Payment will be accepted in the following methods;

Cash Sterling in paper currency.

Debit card no surcharge.

Credit card personal is subject to a 2% transaction charge in addition to the invoice total.

Business credit cards are subject to a 10% transaction charge in addition to the invoice total.

7.4 Where payment is not made on time as specified above we reserve to charge interest at Bank of England rate plus 8% from the date due paid until payment is made even after judgement.

7.5 We reserve the right to charge for chasing letters and 7 day notice of court proceedings at £15 per letter sent a max of two letters.

7.6 We will charge court attendance at normal rate of £60.00 per hour including travelling expenses a minimum of 2 hours will be added to debt recovery.

7.7 We reserve the right to sell a debt to a debt collection company and the debtor will be liable for all charges, you will be advised in the letter above.

7.8 Should we have to collect payment from a customer within 30 miles radius of Belfast City Centre, we will charge £35.00 as the engineer is not working whilst collecting payment.

7.8 Dishonoured cheques will be notified by letter with a £15.00 charge and payment will be due immediately by cash or card.

7.9 Where payment/payments are not made on time in stage payments or invoiced amounts we reserve the right to cease work 24 hours after notification. Before service and work recommence the account will have to be paid up to date. We reserve the right to charge for the withdrawal of services and reinstatement of same. We reserve the right to ask for an advance payment of a reasonable amount for service to recommence. We reserve the right to draw services executed under the contract, this may mean heating and hot water services.

7.9.1 Landlords will be treated as commercial debt and subject to late payments of commercial debts act 1998 and being amended 2013. We reserve to charge prescribed penalty charges in the act on top of interest.

8. Warranty and Repair

8.1 THIS CONDITION IS IN ADDITION TO YOUR OTHER RIGHTS RELATING TO DEFECTIVE GOODS GIVEN TO YOU BY LAW.

8.2 All Goods and service carry a minimum of 1 year in respect of defects due to defective manufacture from date of service or installation.

8.3 You must contact us to give us an opportunity to replace, repair and test the alleged failed component. We will be the part of service is found to be defective will repair the fault in a reasonable time. Failure to provide the opportunity will void the warranty.

8.4 Extended Manufacturer's warranties are offered by Manufacturer's and require the installation is operated, maintained and used for the purpose for which they were designed.

8.5 Extended Manufacturer's will only be registered once full payment has cleared. Where failure to make full payment of the debt you will not attempt to claim the warranty.

8.6 Where you raise a valid complaint, we will either replace (free of charge) or repair any defective goods. This obligation will not apply where:

8.7 Recommended remedial work has not been completed. Example recommended system cleaned and flushed and this result in debris damage. Failure to install oil filter.

8.7.1 Damage from polluted/contaminated fuel. Example water or debris from oil tank.

8.7.2 Damage from frost where adequate precautions were not taken.

8.7.3 Failure to carry out maintenance as specified by the manufacturer's instructions.

8.7.4 Where system has been over pressurised damaging components.

8.8 Any Goods and services which have been replaced/repared shall be warranted for the remainder of the warranty period from the original date of repair.

8.9 Where we are called back to jobs where no fault and the client has failed to follow instructions or demonstration of operation of the equipment we reserve to charge for the visit.

9. Liability

The following provisions of the warranty in Condition 8 set out the entire liability of us (including any liability for the acts or omissions of our agents) to you in respect of:

9.1.1 Any breach of these Conditions; and

9.1.2 Any representation, statement or tortious act or omissions including negligence arising under or in connection with the Contract.

9.2 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by negligence or for fraudulent misrepresentation.

9.3 Subject only to Condition 9.2, we will not be liable for any loss or damage whatsoever arising from any default which is due to any Act of God, War, Strike, Lock out, industrial action, fire, flood, weather, computer failure beyond our reasonable control.

9.4 YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING:

Subject to Conditions 8.9.1 and 9.2 above, we shall not be liable to you by reason of any representation or any implied warranty, condition or other term or (subject to Condition 8.1) any duty at law or under the express terms of the Contract for any loss or damage (whether for loss of profit, loss of business, depletion of goodwill, or otherwise), costs, expenses or other claims for compensation whatsoever (whether or not caused by the negligence of our employees, agents or sub-contractors) that arise out of or in connection with the Contract and that are not the direct and reasonably foreseeable result or our act or omission or for any labour and fitting costs or expenses that you may incur in connection with Goods supplied under the Contract.

10. Offers

10.1 From time to time offers may be made available to customers by third parties in the form of discounts. To qualify for these offers you must comply with the terms and conditions of their offers (Phoenix Natural Gas, Power Ni, Warm Homes Scheme) and where required their specification. Failure to comply with the terms, facilitate access may void the offer and result you being liable for the full amount plus any interest.

10.2 Scheme as above have specific requirements specified and as such the client must understand they cannot pick and choose and can only accept all or nothing, we will hold you liable for full cost of works should you fail to comply with the scheme requirements.

11. Miscellaneous

11.1 By submitting your order you allow us to use your personal details for communications for informing for service and maintenance and where required to sub-contractors to provide services. We will not sell your details to other for marketing purposes. Should you not wish this please email to contact@akservices.org requesting this and your details will not be used?

11.2 We do offer independent arbitration via SNIPEF for free in dispute which the client can prevail or prior to legal action in a dispute.

11.3 Where required by law at the request of the Court or required under law to disclose me will make your details available.

11.4 If any part of this Contract is held to be invalid, it will not affect the validity or enforceability of the rest of the Contract.

11.5 The formation, construction, performance, validity and all aspects of the Contract are governed by English law and the parties submit to the exclusive jurisdiction of the Northern Ireland Courts.

11.6 Should you have any complaints about goods and services these must be raised be made in writing within Seven days to 43 Orby Gardens, Belfast, BT5 5HS.

11.7 We reserve to amend these terms and conditions from time to time to reflect changes in law and events within the industry. You should review these prior to entering into a contract.

11.8 Certain products like asbestos and oil tanks we cannot remove from properties and the client may need to call on specialist services of council or contractor for removal off site.