

AMS Service and Repair Terms and Conditions

Definition of Words/Phrases Used In These Terms and Conditions

'AMS', 'our', 'we' and 'us' means Air Monitoring Solutions Limited whose registered office is at 15 Slindon Close, Chesterton, Newcastle-Under-Lyme, Staffordshire, ST5 7TH. Company number 08551168.

'Fee(s)' means the sum(s) which you pay us in consideration of the performance of the AMS Service & Repair which shall include the parts and labour identified to you by the AMS and any VAT and other applicable taxes payable.

'AMS Service & Repair' means the services that the AMS provides to you in relation to the equipment.

'AMS Service & Repair Technician' means the person providing the relevant AMS Service & Repair for and on behalf of the AMS.

'AMS Service & Repair Quote' means the quote provided to you by AMS, and confirmed in writing or email to you. The AMS Service & Repair Quote will set out the work you have asked to be carried out (and that we are offering to provide) in relation to the equipment and the Fee(s) payable for that work.

'AMS Service & Repair Work' means the work, including any parts, identified on the AMS Service & Repair Quote.

'Equipment' means the equipment in relation to which you instruct us to carry out the AMS Service & Repair.

'You' and 'your' means the person who requests the provision of AMS Service & Repair. The parts and labour required to carry out the repair of the Equipment as detailed in AMS Service & Repair Quote.

AMS Service & Repair Descriptions

1. Equipment Repairs and Maintenance

What is included:

The parts and labour required to carry out the repair or maintenance of the Equipment as detailed in AMS Service & Repair Quote.

What is not included:

Additional parts and/or labour not detailed in the AMS Service & Repair Quote and which are required to repair the Equipment.

Note: In providing an AMS Service & Repair Quote we will often have to rely on information provided by you in order to identify the repair(s) or maintenance required. Where, on or following arrival at the equipment, it appears in the AMS Services & Repair Technician's reasonable opinion that additional labour and/or different or additional parts (not identified in the AMS Service & Repair Quote and which could not have been reasonably foreseen by us on the information you provided) are required to repair or to carry out the maintenance of the Equipment then we will be entitled:

- Not to start work and to charge a diagnostics fee of £40 (excluding VAT), or
- To stop work and to charge you a reasonable sum for any work carried out by us (subject to our minimum charge of £40 (excluding VAT).

If, for any other reason, the AMS Service & Repair Technician establishes, on or following arrival, that the AMS Service & Repair Work could not repair the fault found, no charge will be made.

2. Equipment servicing

What is included:

The parts and labour required to service the Equipment for the level of service requested and referred to in your AMS Service & Repair Quote.

What is not included:

The cost of any additional parts and labour required to repair any faults or additional

work identified during the service.

General Terms of Contract

Terms and Conditions to Apply

•The contract governed by these Terms and Conditions is made between you and AMS. If we agree to do any work for you not shown on the AMS Service & Repair Quote, we will agree the charges with you beforehand and these terms and conditions will apply.

•Quote validity

Unless otherwise stated in writing, AMS Service & Repair Quote usually remains valid for 30 days from the date of the quote. However, we reserve the right, prior to the commencement of the AMS Service & Repair, to notify you of an immediate increase in the quote where this results from an increase in the cost of parts or other charges beyond our reasonable control. In the event of an increase to your quote you will have the right to cancel at any time prior to our commencement of the AMS Service & Repair Work

•Equipment/Area Restrictions etc

AMS Service & Repair is only available to repair certain equipment faults, for certain makes and models of equipment and in certain areas of the country. You will be advised of these, if relevant.

•Hours of operation etc

Subject to availability, AMS Service & Repair operate seven days a week, (excluding Christmas Day, Boxing Day and New Year's Day) and between the hours of 7am–11pm.

•AMS Service & Repair Location

The location for the provision of the AMS Service & Repair, as requested by you, must meet the requirements advised by the AMS and, once agreed, cannot be changed unless otherwise agreed by the parties. You must ensure that you have any necessary permission(s) from the owner or occupier of the agreed location for the AMS Service & Repair to be carried out there.

•Payment of Invoice(s)

The Invoice(s) can be paid by banc transfer or cheque and, unless otherwise advised, will be payable on completion of the relevant AMS Service & Repair Work. A VAT receipt will be sent out to you if requested. All invoices shall be paid not later than the **30 days** from the date the invoice is issued.

•DEFAULT BY BUYER

7.1 If the customer shall fail to make payment in full on the due date the amount overdue shall bear interest at the rate of 2.5% per month from and shall accrue from day to day and be calculated from the due date of actual payment as after any judgement.

7.2 If the Buyer shall make any default in or commit any breach of its obligations to AMS or if any distress or execution shall be levied upon any property or assets of the Buyer or if it shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be made against it or if the Buyer shall be a limited company and any resolution or petition shall be passed or presented to wind it up or if a receiver shall be appointed in respect of the Buyer's undertaking property or assets (or any part thereof) AMS shall be entitled (without prejudice to any other rights it may have) to cancel each and every contract between AMS and the Buyer or alternatively to suspend or cancel delivery of any goods

thereunder.

•Agents etc

The AMS Service & Repair will be provided by the AMS and/or its agent(s) or sub-contractor(s). We will only accept responsibility for the actions of an agent or sub-contractor where they are acting on our instruction and providing AMS Service & Repair under these Terms and Conditions.

•Parts Availability

The parts which may be required to complete the AMS Service & Repair Work are subject to availability and we will inform you as soon as reasonably possible if they are not available. In such circumstances we will be entitled to re-arrange the time and date of your appointment for the AMS Service & Repair.

•Owner's authority

Where you are not the owner of the Equipment:

- by instructing us to carry out the AMS Service & Repair in relation to the Equipment you warrant to us that you are authorised by the owner and registered keeper of the Equipment to do so; and
- You agree to hold us harmless and make good any losses, costs or damages which we incur as a result of any claims against us by the owner or registered keeper of the Equipment alleging that, or resulting from the fact that, you were not authorised to so instruct us and/or the provision by us of AMS Service & Repair under your direction.

•Right to Cancel

If you wish to cancel an AMS Service & Repair appointment, please ring us on 07883934569.

CANCELLATION OF ORDER BY BUYER

Any postponement / cancellation of the work with less than 5 working days notice May incur charges as follows:

<5 days:	25%
<3 days:	35%
<2 days:	50%
<1 day	75%

If a customer cancels an order we may also reserve the right to charge that buyer for:-

- a) All purchases of material specially obtained for a specific order.
- b) All work performed as a direct result of the order.
- c) All tooling made or purchased specifically for that order.

If, with your agreement, we provide AMS Service & Repair Work before the end of the cancellation period under the Distance Selling Regulations 2000, your right to cancel will end as soon as we start to provide the AMS Service & Repair Work.

•Extent of AMS Service & Repair

We will carry out the AMS Service & Repair Work described in under "What is included", as relevant for the service requested. No other services are included (for example, without limitation, those listed above under the relevant "What is not included" heading, or otherwise excluded under these Terms and Conditions).

•Our Warranty

Subject to clause 17 below and in addition to your statutory rights as a consumer, we agree to correct, free of charge, any defect in the Equipment which is caused by our faulty workmanship or any defects in the parts supplied provided that:

- the defect arises and is reported to us within 30 days of the completion of the relevant AMS Service & Repair Work; and
- you arrange for the Equipment to be inspected by us as soon as reasonably practicable after discovering the defect and you take all reasonable steps to reduce any damage which the faulty workmanship or defect may cause.
- This warranty does not cover any damage caused by your use of the Equipment after discovery of the defect.
- This warranty will not cover defects arising from normal wear and tear, wilful damage, negligence by your, or any third party, use otherwise than as recommended by us or the Equipment's manufacturer, failure to follow our or the Equipment's manufacturer's instructions or any relevant alteration carried out without our approval.
- If we recommend work which you do not authorise us to do then this warranty will not cover any defect or damage arising as a result of that work not being done.
- This warranty is strictly limited to those works we carry out on your behalf under the AMS Service & Repair and we will not, under this warranty, accept charges for any repairs you have had undertaken by other garages/repairers.
- This warranty does not apply to any batteries supplied.

•Replaced Parts

Save where the AMS Service & Repair Quote indicates that you are to retain a replaced part, we will be entitled to retain, to dispose of and to benefit from all replaced parts. In addition, where the following replaced part(s) are in such a condition that we cannot submit the same for reconditioning without paying a supplement we will be entitled to charge you a supplement, the amount of which will be advised in the relevant AMS Service & Repair Quote.

•Descriptions, Representations etc

Unless otherwise specifically stated in writing all statements or representations as to weight, dimensions, details of design, texture and constitution of materials, colour descriptions, performance, delivery dates and the like are approximate only and liable to change without prior notice. If the Buyer relies on any statement or representation made by or on behalf of AMS it shall notify AMS in writing expressly referring to this condition **13 t.** that such is the case so that AMS may confirm or deny the accuracy thereof in writing and in the absence of such confirmation AMS shall not be liable in respect thereof.

•Change of Product Specification

We reserve the right without prior notice to discontinue any product or to make design changes which we believe are necessary.

•Rights to refuse service

AMS has the right, at any time, to refuse to provide or arrange service of whatever nature where it reasonably considers that:

- You or anyone accompanying you is behaving or has behaved in a threatening or abusive manner to AMS Group employees, agents, or to any third party contractor.
- You have falsely represented that you are entitled to services that you are not entitled to;
- You have assisted another person in accessing AMS services to which they are not entitled;
- You owe the AMS Group money or have no ability to pay with respect to any

services, spare parts or other matters provided or to be provided by the AMS Group or by a third party on the AMS's instruction;

•Matters outside AMS's reasonable control

While the AMS seeks to meet the service needs of its customers at all times, its resources are finite and this may not always be possible. We will use all reasonable endeavours to complete the AMS Service & Repair Work within the time estimates given to you. We will inform you of any delay as soon as reasonably practical.

•Force Majeure

AMS shall not be liable for any failure where such failure results from circumstances outside the AMS's reasonable control. Events which constitute circumstances outside the AMS's reasonable control include (but are not limited to) acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, equipment, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or subcontractors, theft, malicious damage, any refusal of access to (or inability to access) the agreed location for carrying out AMS Service & Repair, strike, lock out or industrial action of any kind.

•Exclusion of liability for loss of profit

We, and our agents or sub-contractors, shall not be liable to you for any loss or damage caused by us, our employees, agents or sub-contractors where a) there is no breach of a legal duty owed to you by AMS or its employees, agents or sub-contractors; b) such loss or damage is not a reasonably foreseeable result of such a breach; or c) any loss or damage, or any increase in the same, results from any breach or omission by you. AMS, its employees, agents or sub-contractors shall not, in any event, be liable for losses relating to any business interests you may have including, without limitation, loss of profits, loss of opportunity or of business or losses relating to business interruption.

•Possible effects of AMS Service & Repair on 3rd party warranties

If you have the benefit of a warranty in respect of the Equipment from another company (e.g. a manufacturer's warranty or another repairer's warranty) the carrying out of the AMS Service & Repair Work may affect your rights under that other warranty. You should check, and will be deemed to have checked, the terms of any such warranty you may have before instructing us to carry out AMS Service & Repair Work. We and our agents or sub-contractors will not be responsible for the effect of the work on any other warranty you may have.

•For the avoidance of doubt, nothing in these Terms and Conditions shall exclude or restrict AMS's liability for negligence resulting in death or personal injury, or any other liability which cannot be lawfully excluded or restricted.

•Enforcement of Terms and Conditions

Failure to enforce or non-reliance on any of these Terms and Conditions by AMS on a particular occasion or occasions will not prevent the AMS from subsequently relying on or enforcing them.

•Save for AMS's sub-contractor's or agent's being entitled to rely on, or enforce, any provision in these Terms and Conditions that expressly refers to such sub-contractors or agents, none of these Terms and Conditions is enforceable by anyone else other than you and AMS. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contracts (Rights of Third Parties) Act 1999, or any

replacement thereof, are hereby excluded.

•Interpretation, use of English law & language

The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.

•These Terms and Conditions, and any agreement entered into in connection with the same, shall be interpreted in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

Compliments and complaints

If you have a compliment or complaint we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and to improve AMS service.

Please phone us on: 07883934569

Email: info@airmonitoringsolutions.co.uk

AMS Company Details

Air Monitoring Solutions Limited whose registered office is at 15 Slindon Close, Chesterton, Newcastle-Under-Lyme, Staffordshire, ST5 7TH. Branch registered in England and Wales number 08551168