

TERMS & CONDITIONS

Air Control & Development Ltd (ACD) aim to provide the customer with the required maintenance as recommended by the manufacturer of the Equipment to enable efficient running of the system.

- 1 The customer will ensure that:
 - (a) The Equipment is used only for the purpose for which it is supplied.
 - (b) The Equipment is operated in accordance with ACD/manufacturer's instructions.
 - (c) Only ACD or its agent/s shall service the Equipment whilst it is covered by this Maintenance Agreement.
 - (d) Proper facilities including all reasonable means of access to all the Equipment will be available free of charge to enable ACD to maintain the Equipment under this Maintenance Agreement.
- 2 ACD will endeavour to carry out the maintenance visits indicated in the Agreement within the time agreed. These visits will be at the discretion of ACD.
- 3 If in ACD's opinion worn or damaged parts required to be replaced or repaired, ACD will repair, or, at their discretion, replace worn or damaged parts with new, exchanged or re-conditioned parts. The Customer will pay for all labour and materials that are not covered by manufacturer's warranty/guarantee.
- 4 ACD's ongoing obligation to maintain in respect of any part of the Equipment under this Maintenance Agreement shall be limited to such Equipment or part thereof for which new replacement part(s) are available through ACD's normal sources.
- 5 ACD reserves the right to employ specialist sub-contractors to service the equipment covered by this Maintenance Agreement.
- 6 ACD has the right to terminate this Maintenance Agreement at any time and without notice if the Customer commits any act of bankruptcy, goes into liquidation, has a Receiver appointed, suffers any execution or distress to be levied on its property, commits any breach of these conditions, or causes unreasonable delay to the maintenance work.
- 7 ACD's liability under this Agreement shall be limited to their insured liability under their Public Liability Insurance and their Employer's Liability Insurance policies, copies of which shall be provided to the Customer on reasonable demand. For the avoidance of doubt such liability shall not include liability for loss of trade or other indirect or consequential loss or damages in respect of breach of contract and/or negligence and/or other tort arising out of or in any way connected with this Maintenance Agreement or the equipment covered by it, provided always that nothing in this clause shall be construed to limit liability for death or personal injury.
- 8 Service visits additional to those provided under this Agreement will be carried out upon request with reasonable promptness at prices to be agreed in advance. Charges for such visits shall be paid by the Customer within 30 days of invoice.
- 9 Although ACD agree to inspect and clean the filters on each periodic visit, the Customer is advised to appoint a responsible person who may be required to inspect and clean all washable filters monthly if so recommended by the manufacturer, unless otherwise instructed, to ensure that efficiency is maintained. If disposable filters are used, these should be replaced in accordance with manufacturer's recommendations.
- 10 In the event that ACD are prevented without prior notice from carrying out any pre-arranged visit in pursuance of this Agreement, ACD shall be paid a wasted visit charge at the standard rate to be paid by the Customer within 30 days of invoice.
- 11 The Customer shall provide safe access to the Equipment to enable ACD to properly and safely carry out their duties under this Agreement. In the event that the Customer fails to provide such safe access ACD may cancel their visit and treat the visit as a wasted visit under clause 10.