

IH TERMS AND CONDITIONS

1. Application

These Terms and Conditions shall apply to the purchase of goods detailed on the attached quotation ("Goods") by you ("Buyer") from IH LTD a company registered in Scotland under number SC418685 whose registered office is at Morefield Industrial Estate, Ullapool IV26 2SR ("Seller"). No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Buyer and Seller.

2. Interpretation

- 2.1 A "business day" means any day other than a Saturday, Sunday or Bank Holiday.
- 2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

- 3.1 The description of the Goods is as set out in the Seller's quotation. In accepting this quotation the Buyer acknowledges that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller. No descriptions of the Goods set out in the Seller's Quotation be binding on the Seller and are intended as a guide only.
- 3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

- 4.1 The price ("Price") of the Goods shall be that set out in the Seller's quotation.
- 4.2 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Quotation and Basis of Sale

- 5.1 Details of the Goods in sub-Clause 3.1 are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance.
- 5.2 This quotation constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Goods.
- 5.3 Having issued this quotation which is a contractual offer to sell the Goods, the Seller agrees to enter into a contract for the sale of Goods upon the Buyer's written acceptance of this quotation and of these Terms and Conditions.
- 5.4 This quotation is valid for 30 days only from the date on the quotation unless expressly withdrawn by the Seller at an earlier time.
- 5.5 Either the Seller or the Buyer may cancel the order for any reason prior to the Buyer's acceptance (or rejection) of this quotation.

6. Payment

- 6.1 Following the Buyer's acceptance of this quotation, the Seller shall invoice the Buyer for the Price either:
 - (a) on or at any time after delivery of the Goods; or
 - (b) where the Goods are to be collected by the Buyer or where the Buyer wrongfully fails to take delivery of the Goods, at any time after the Seller has notified the Buyer that the Goods are ready for collection or the Seller has tendered delivery of the Goods.
- 6.2 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the property in the Goods has not passed to the Buyer.
- 6.3 Receipts for payment will be issued by the Seller only at the Buyer's request.
- 6.4 We do not store credit card details nor do we share customer details with any 3rd parties

7. Delivery

- 7.1 The Seller shall arrange for the delivery of the Goods on or as near as reasonably possible to the delivery date to the address specified in the Buyer's order or to another location as agreed in writing between the Seller and the Buyer.
- 7.2 If no delivery address is specified by the Buyer or if it is so agreed between the Seller and the Buyer, the Buyer shall collect the Goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
- 7.3 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day.
- 7.4 If the Buyer fails to take delivery of the Goods the Seller may, at its discretion and without prejudice to any other rights:
 - (a) store or arrange for the storage of the Goods and shall charge the Buyer for all associated costs and expenses including, but not limited to, transportation, storage and insurance
 - (b) make arrangements for the redelivery of the Goods and shall charge the Buyer for the costs of such redelivery.
- 7.5 If redelivery is not possible under sub-Clause 7.4(b), the Buyer shall be required to collect the Goods from the Seller's premises and shall be notified of the same. The Seller reserves the right to charge the Buyer for all associated costs including, but not limited to, storage and insurance.
- 7.6 The Buyer shall notify the Seller within 7 working days of any shortfalls in or damages to delivered goods.
- 7.7 Standard delivery shall take between 2 – day via Royal Mail, Capital carrier or Caledonian Logistics dependant on item size.

8. Risk and Title

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.
- 8.2 If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.
- 8.3 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.
- 8.4 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.
- 8.5 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:
 - (a) the Buyer commits a material breach of its obligations under these Terms and Conditions; or
 - (b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

9. Returns and Refunds

- 9.1 If the Buyer is not satisfied with the Goods and wishes to return them it may do so provided:
 - (a) the Buyer informs the Seller that it wishes to return the Goods within seven days of delivery;
 - (b) the Goods remain in their original condition (as delivered); and
 - (c) the Buyer agrees to bear the cost of delivery to the Seller.
- 9.2 If the Goods are damaged or defective, the Buyer shall have the right to return them to the Seller and the Seller shall bear the costs of delivery.
- 9.3 Goods which have been custom made for the Buyer may only be returned if they are defective. The Buyer's statutory rights are unaffected.
- 9.3 A refund Of 90% shall be issued to the Buyer only upon the receipt of the Goods in accordance with this Clause 9.

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procedure.

10. Guarantees

A copy of the guarantee pertaining to the Goods is enclosed with the quotation.

11. Communications

11.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

11.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

(d) on the tenth business day following mailing, if mailed by airmail.

11.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

12. Force Majeure

Neither party shall be liable for any failure nor delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

13. Cancellation Rights

13.1 Having placed an order, the Buyer may cancel it during the following seven days without incurring a penalty. This is referred to as a "cooling off period". The Seller requires written confirmation of the Buyer's intention to cancel their order by letter, email or using the attached form. If for any reason the Buyer wishes to cancel their order following this period, the Seller will endeavour where practical to resolve any difficulties in as fair and practical a manner as possible. If design work (e.g. preparation of CAD or system design has already taken place) the Seller will not be able to refund monies for labour which has already been expended. If a system or hardware has been ordered from suppliers and the "cooling off period" has expired the Seller will endeavour to re-assign such goods where practical and possible. If it is not possible to re-assign the materials following cancellation, the Seller retains the right to keep the Buyer's funds to make reparations for costs. The Buyer should never allow installation to commence during the cooling off period unless specifically authorised to do so by the Seller. If the Buyer wishes work to commence before the expiry of the "cooling off period", written permission must be received by the Seller beforehand. The Seller will not refund payment for materials installed during the cooling off period. If changes occur which significantly affect the agreed timetable and which are not the fault of the Buyer but within the control of the Seller, then the Buyer shall have the right to cancel all works. This does not apply to delays caused by the client or the client's other trades or other factors such as flood, storms, acts of terrorism etc. This requirement does not affect your statutory rights.

14. Complaints

14.1 The Buyer should inform the Seller of the nature of the complaint in writing.

14.2 The Seller will acknowledge the complaint within five working days and will, subject to required supplementary information being supplied, make a preliminary response within two working weeks of receipt of the complaint.

14.3 The Seller must be given three months to attempt to resolve the complaint.

Please ask your design technician for a full copy of our complaints

16 Call-outs and Commissioning

16.1 If the Seller is advised of a fault regarding the running of a system, due to work carried out by third parties, an appointment can be made to inspect and/or commission the system.

16.2 The Buyer will be advised of callout charges prior to any visit. A report will be issued and where possible the fault will be remedied during the visit.

16.3 In the event of the fault being found in the equipment supplied by the Seller and subject to it falling within the warranty period, items will be replaced and no call out charge will apply. However, if the fault is found to be of an electrical or plumbing nature installed by third parties and not installed in accordance with the Seller's instructions and schematics, the Seller shall duly raise an invoice for time, travel and/or equipment required to correct the fault.

An hourly rate of £40.00 per hour will be charged together with travel time costs of £25.00 per hour.

16.4 The Seller will not commission a system unless it has been installed in absolute accordance with our guidelines and associated pipe work for the domestic hot and cold water supply to the boiler, heat pump or manifolds has been installed by a qualified plumber.

17 Data Protection

All personally identifiable information provided to the Seller is processed in accordance with the principles of the Data Protection Act 1998. To this end we never pass on your information to any third party (unless we have your express and written permission), credit card details are destroyed and not recorded. Project records are retained indefinitely so that we can access your system design and drawings in the event of a problem.

18. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

20. Consumer Rights

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer.

21. Law and Jurisdiction

22.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.

22.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.

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IMPORTANT – NOTICE OF RIGHT TO CANCEL

Invisible Heat Ltd
Morefield Industrial Estate
Ullapool
IV26 2SR

Tel: +44 (0) 1854 612 760
Fax: +44 (0) 1854 613 160
Email: info@invisibleheat.co.uk

If you wish to cancel this contract you **MUST DO SO IN WRITING** and deliver personally or send (by post or email) to IH LTD. You may use this form if you wish, but you are not obliged to do so.

COMPLETE, DETACH AND RETURN THIS FORM ONLY IF YOU WISH TO CANCEL THE CONTRACT WITHIN 7 DAYS FROM THE DATE YOU RECEIVE THIS NOTICE.

You are advised to take a copy of this “Notice of Right to Cancel” once you have completed and signed this form. Before returning this Notice to us, please obtain either a Certificate of Posting or a Recorded Delivery slip if you are sending it by post. Your notice of cancellation is deemed to have been served as soon as it is posted or sent to us (or in the case of an email, from the day it is sent to us).

Please detach this slip and return to IH LTD if you wish to cancel your order

To: _____

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our contract.

Job Ref: _____ Contract Issue Date: _____

Customer Name: _____

Customer Address: _____

Customer Signature: _____ Date of Signature: _____

For further information or advice regarding your rights to cancel this contract please contact your local trading standards service, your local citizens advice bureau or law centre.