



Aircono Ltd

Off-Premises (doorstep) Terms and Conditions (Business to Consumer)

For the supply of goods

and

Off-Premises (doorstep) Terms and Conditions (Business to Consumer)

For the supply of services

Aircono Limited
Unit F12E Hastingwood Trading Estate
Harbet Road
London
N18 3HU

Tel. 0208 795 2224

Mob. 07852 991 499

Email. info@aircono.co.uk

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

up to 30 days: if your goods are faulty, you can get a refund;

up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases;

up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when you and we enter into a contract in your house or work premises.

In this contract:

- **'We', 'us' or 'our'** means Aircono Ltd (Co. Regn. No. 09053947) whose registered office is at Unit F12E Hastingwood Trading Estate, Harbet Road, London, N18 3HU; and
- **'You' or 'your'** means the person buying goods from us.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- email info@aircono.co.uk (we typically reply to emails on Monday to Friday: 8 am to 5 pm; or
- telephone 0208 795 2224 or 07852 991 499 (we typically take calls on Monday to Friday: 8 am to 5 pm).

Who are we?

We are Aircono Ltd, a company registered in England and Wales under company number: 09053947.

Our registered office is at: Unit F12E Hastingwood Trading Estate, Harbet Road, London, N18 3HU.

Our VAT number is 188213885.

We are:

registered in the following trade register: Refcom under registration number: REF1011070. For more details of what this means for you, click [here](#).

1 Introduction

- 1.1 If you buy goods from us you agree to be legally bound by this contract.
- 1.2 You may only buy goods from us for non-business reasons.
- 1.3 When buying any goods you also agree to be legally bound by:
 - 1.3.1 extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice; and
 - 1.3.2 specific terms which apply to certain goods. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper (for example, by recommendation of a product which suits your demands and needs. This will often be communicated to you by email) before you buy the goods from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 13).

Information we will give you

We will give you information on:

the main characteristics of the goods you want to buy

who we are, where we are based and how you can contact us

the total price of the goods including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)

the arrangements for payment, delivery, performance, and the time by which we will deliver the goods

how to exercise your right to cancel the contract and the costs of doing so

our complaint handling policy

the fact that we are under a legal duty to supply goods that are in conformity with the contract

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Our **Privacy Policy** is available at www.aircono.co.uk.

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering goods from us

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation given by us before you make an order for goods is not a binding offer by us to supply such goods.

4.3 When you decide to place an order for goods with us, this is when you offer to buy such goods from us.

4.4 When you place your order with our representative, they will acknowledge it in person, or if this is not possible, by telephone or by email. This acknowledgement does not, however, mean that your order has been accepted.

4.5 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

4.5.1 the goods are unavailable;

4.5.2 we cannot authorise your payment;

4.5.3 you are not allowed to buy the goods from us;

4.5.4 we are not allowed to sell the goods to you;

4.5.5 you have ordered too many goods; or

4.5.6 there has been a mistake on the pricing or description of the goods.

4.6 We will only accept your order when our representative confirms this to you by telephone or we will email you to confirm this (**Confirmation Email**). At this point:

4.6.1 a legally binding contract will be in place between you and us; and

4.6.2 we will deliver the goods to you in connection with the installation services we carry out on your behalf.

4.7 If you are under the age of 18 you may not buy any goods from us.

5 Right to cancel

5.1 You have the right to cancel this contract within 14 days without giving any reason provided the installation of the goods at your property has not already taken place. If installation has already taken place you will be responsible for the full cost of the goods together with the cost of the services delivered in connection with them.

5.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email) using the contact details at the top of this contract. You may use the attached model cancellation form, but it is not obligatory.

5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6 Effects of cancellation

6.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

6.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

6.3 We will make the reimbursement without undue delay, and not later than:

6.3.1 14 days after the day we received back from you any goods supplied; or

6.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

6.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

6.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

6.5 If you have received goods:

6.5.1 you shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;

6.5.2 you will have to bear the direct cost of returning the goods; and

6.5.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7 Delivery

- 7.1 Our representative will let you know the estimated date and time window for delivery of the goods. If our representative does not have this information, it will be set out in the Confirmation Email (see clause 4.6).
- 7.2 If something happens which:
- 7.2.1 is outside of our control; and
 - 7.2.2 affects the estimated date of delivery,
- we will let you have a revised estimated date for delivery of the goods.
- 7.3 Delivery of the goods will take place when we deliver them to the address that you gave to us.
- 7.4 We cannot deliver the goods if we are unable to properly identify you. Please provide our driver with a form of ID (passport or photocard driving licence).
- 7.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:
- 7.5.1 let you know;
 - 7.5.2 cancel your order; and
 - 7.5.3 give you a refund.
- 7.6 If nobody is available to take delivery, please contact us using the contact details at the top of this contract.
- 7.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

8 Payment

- 8.1 We accept cash and direct bank transfer payments. Our bank account details will be provided on our invoices. We do not accept cheques.
- 8.2 If your payment is not received by us and you have already received the goods, you:
- 8.2.1 must pay for such goods within the timeframe set out in your invoice; or
 - 8.2.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 8.3 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. This means that we may take all steps necessary to disassemble any installation made and take away the goods. We will try to contact you to let you know if we intend to do this.
- 8.4 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 7 and 6.

- 8.5 The price of the goods:
 - 8.5.1 is in pounds sterling (£)(GBP); and
 - 8.5.2 includes VAT at the applicable rate (unless otherwise stated).

9 Nature of the goods

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
 - 9.1.1 are of satisfactory quality;
 - 9.1.2 are fit for purpose;
 - 9.1.3 match the description, sample or model; and
 - 9.1.4 are installed properly (if we install any goods).
- 9.2 We must provide you with goods that comply with your legal rights.
- 9.3 The packaging of the goods may be different from that shown in any photo we may provide you with.
- 9.4 Any goods sold:
 - 9.4.1 at discount prices;
 - 9.4.2 as remnants;
 - 9.4.3 as substandard,

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.
- 9.5 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:
 - 9.5.1 we will let you know if we intend to do this but this may not always be possible; and
 - 9.5.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

10 Faulty goods

- 10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - 10.1.1 contact us using the contact details at the top of this contract; or
 - 10.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- 10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.3 Please contact us using the contact details at the top of this contract, if you want:

10.3.1 us to repair the goods;

10.3.2 us to replace the goods;

10.3.3 a price reduction; or

10.3.4 to reject the goods and get a refund.

11 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limit on our responsibility to you

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed;

(b) that were not caused by any breach on our part;

12.1.2 business losses; and

12.1.3 losses to non-consumers.

13 Disputes

13.1 We will try to resolve any disputes with you quickly and efficiently.

13.2 If you are unhappy with:

13.2.1 the goods;

13.2.2 our service to you; or

13.2.3 any other matter,

please contact us as soon as possible.

13.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

13.3.1 let you know that we cannot settle the dispute with you; and

13.3.2 tell you to visit the website of the Dispute Resolution Ombudsman:

<https://www.disputeresolutionombudsman.org/>

13.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

13.5 The laws of *England and Wales* will apply to this contract.

14 Third party rights

14.1 No one other than a party to this contract has any right to enforce any term of this contract.

Signed as a Deed by <i>Sebastian Zyrko</i> for and on behalf of Aircono Ltd
Signed by _____

THE APPENDIX
MODEL CANCELLATION FORM

Model cancellation form

To Aircono Ltd:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix the services if they are not carried out with reasonable care and skill, or get some money back if we can't fix it;

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when you and we enter into a contract in your house or work premises.

In this contract:

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- **'You' or 'your'** means the person buying services from us.

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- email info@aircono.co.uk (we typically reply to emails on Monday to Friday: 8 am to 5 pm); or
- telephone 0208 795 2224 or 07852 991 499 (we typically take calls on Monday to Friday: 8 am to 5 pm).

Who are we?

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Our registered office is at: Unit F12E Hastingwood Trading Estate, Harbet Road, London, N18 3HU.

Our VAT number is: 188213885.

We are:

registered in the following trade register: Refcom under registration number: REF1011070. For more details of what this means for you, click [here](#).

1 Introduction

- 1.1 If you buy services from us you agree to be legally bound by this contract.
- 1.2 You may only buy services from us for non-business reasons.
- 1.3 When buying any services you also agree to be legally bound by:
 - 1.3.1 extra terms which may add to, or replace some of, this contract. This may happen for *security, legal or regulatory reasons*. We will contact you to let you know if we intend to do this by giving you one month's notice; and
 - 1.3.2 specific terms which apply to certain services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the services from us (for example, by recommendation of a product which suits your demands and needs. This will often be communicated to you by email). Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 13).

Information we will give you

We will give you information on:

the main characteristics of the services you want to buy

who we are, where we are based and how you can contact us

the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)

the arrangements for payment, carrying out the services and the time by which we will carry out the services

how to exercise your right to cancel the contract and the costs of doing so

our complaint handling policy

- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Our **Privacy Policy** is available at www.aircono.co.uk.

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering services from us

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.

4.3 When you decide to place an order for services with us, this is when you offer to buy such services from us.

4.4 When you place your order with our representative, they will acknowledge it in person, or if this is not possible, by telephone or by email. This acknowledgement does not, however, mean that your order has been accepted.

4.5 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

4.5.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);

4.5.2 we cannot authorise your payment;

4.5.3 you are not allowed to buy the services from us;

4.5.4 we are not allowed to sell the services to you; or

4.5.5 there has been a mistake on the pricing or description of the services.

4.6 We will only accept your order when our representative confirms this to you by telephone or we will email you to confirm this (**Confirmation Email**). At this point:

4.6.1 a legally binding contract will be in place between you and us; and

4.6.2 we will start to carry out the services in the way you and we have agreed.

4.7 If you are under the age of 18 you may not buy any services from us.

5 Carrying out of the services

- 5.1 We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.
- 5.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
- 5.2.1 you change the services (and this means we have to do extra work or wait for extra materials);
 - 5.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services;
 - 5.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
 - 5.2.4 we cannot access the site at the times we agreed with you;
 - 5.2.5 you have not prepared the site in the way we agreed with you; and
 - 5.2.6 poor weather conditions.
- 5.3 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:
- 5.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
 - 5.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services;
 - 5.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.
- 5.4 If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:
- 5.4.1 we will order them from elsewhere and return later to continue to carry out the services;
 - 5.4.2 we may charge you for any travel time and we will let you know if we intend to do this;
 - 5.4.3 we may charge you for time spent in contacting suppliers and we will let you know if we intend to do this.

6 Charges and payment

- 6.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 6.2 We charge for our services on an estimates basis. This will be based on our best guess, from our experience, on how much our services will cost. If we can and you ask us for it, we will let you have a number of estimates (eg best case scenario, worst case scenario and likely scenario). We may charge you a lower or higher amount than stated in the estimate. Where we charge you a higher amount, this might occur for a number of reasons, in particular, if what you need us to do changes, or the amount of services you need us to carry out increases or is different from what we and you agreed before we started carrying out the services; or when we carry out the services, it becomes clear the extent of services we will need to carry out is different from what we agreed before we started carrying out the services and we could not have reasonably foreseen this. We charge for additional hours of work outside of our estimate on a time-spent basis. Your bill will show the dates when the services were carried out and other key information such as the works carried out. Please contact us using the contact details at the top of this contract, if you want any further information on your bill or have a query on it.
- 6.3 We accept cash and direct bank transfer payments. Our bank account details will be provided on our invoices. We do not accept cheques.
- 6.4 If your payment is not received by us within the timeframes set out in your invoice, we may charge interest on any balance outstanding at the rate of 4 percentage points per year above NatWest Bank plc's base rate.
- 6.5 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 7 and 8.
- 6.6 The price of the services:
- 6.6.1 is in pounds sterling (£)(GBP); and
- 6.6.2 includes VAT at the applicable rate (unless otherwise specified);

7 Right to cancel

- 7.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period. This is further explained in clauses 7.5 and 7.6 below.
- 7.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 7.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email) using the contact details at the top of this contract. You may use the attached model cancellation form, but it is not obligatory.
- 7.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

- 7.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by completing and signing the attached request form (or sending us an email which clearly confirms that you agree for us to begin to provide the services within the cancellation period) and giving it to our representative or sending it by post or email to us. By signing and returning the request form (or sending us an email which clearly confirms that you agree for us to begin to provide the services within the cancellation period), you acknowledge that you will lose your right to cancel this contract once the services are fully performed (ie the work is completed). If you do not sign and return the request form, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- 7.6 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- 7.7 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 10 below.

8 Effects of cancellation

- 8.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
- 8.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
 - 8.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.
- 8.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 8.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9 Nature of the services

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
- 9.1.1 the services must be carried out with reasonable care and skill;
 - 9.1.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services; and
 - 9.1.3 we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.

10 Faulty services

10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

10.1.1 contact us using the contact details at the top of this contract; or

10.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.3 Please contact us using the contact details at the top of this contract if you want:

10.3.1 us to repeat the services;

10.3.2 us to fix the services; or

10.3.3 a price reduction.

11 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limit on our responsibility to you

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed;

(b) were not caused by any breach on our part;

12.1.2 business losses; and

12.1.3 losses to non-consumers.

13 Disputes

13.1 We will try to resolve any disputes with you quickly and efficiently.

13.2 If you are unhappy with:

13.2.1 the services;

13.2.2 our service to you generally; or

13.2.3 any other matter,

please contact us as soon as possible.

13.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

13.3.1 let you know that we cannot settle the dispute with you; and

13.3.2 tell you to visit the website of the Dispute Resolution Ombudsman:
<https://www.disputeresolutionombudsman.org/>

13.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have exclusive jurisdiction in relation to this contract.

13.5 The laws of *England and Wales* will apply to this contract.

14 Third party rights

14.1 No one other than a party to this contract has any right to enforce any term of this contract.

Signed as a Deed by <i>Sebastian Zyrko</i> for and on behalf of Aircono Ltd
Signed by _____

APPENDIX 1
MODEL CANCELLATION FORM

Model cancellation form

To Aircono Ltd:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

APPENDIX 2

REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE CANCELLATION PERIOD

If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post to Unit F12E Hastingwood Trading Estate, Harbet Road, London, N18 3HU or email info@aircono.co.uk.

Request for services to be provided during the cancellation period

I/We [*] hereby request that Aircono Ltd starts supplying [*describe services*] during the 14-day cancellation period.

I/We [*] understand and acknowledge that I/we [*] will still have the right to cancel the contract during the 14-day cancellation period, but that if I/we [*] do so, I/we [*] will be required to pay for the services carried out by Aircono Ltd until I/we [*] told Aircono Ltd that I/we [*] wished to cancel the contract. This will be an amount which is in proportion to the services carried out by Aircono Ltd in comparison with the full coverage of the contract.

I/we [*] further understand and acknowledge that I/we [*] will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (ie the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):

Address of customer(s):

Signature(s):

Date:

[*] Delete/insert details as appropriate.