

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that you are happy to be bound by them. If you are not sure about anything please contact us on 07366 490 190 or email info@airiam.co.uk.

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Nicholas Warren trading as Airiam of Bath (**we or us or Supplier**) to the person buying the services (**you or Customer**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the day of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given on our behalf. These Conditions apply to the Contract to the exclusion of any terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A 'business day' means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects or as detailed on our website. We can make any change to the Services which are necessary to comply with any applicable law or safety requirement, and will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation or as detailed in our website; however, time shall not be the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.
10. All services are subject to availability.
11. We reserve the right to refuse to accept an Order or supply a Service for reasons including but not limited to:
 - a. in our opinion the likelihood of the Order or Service's success;
 - b. our ability to provide the Service;
 - c. the Service is likely to be uneconomic for the Customer; or
 - d. the Service we provide is, in our opinion, incompatible with the Customer's desire for that Service.

Your obligations

12. You must obtain any permissions, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
13. If you do not comply with clause 12, we can terminate the Services.
14. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).
15. All Customer data is their responsibility. The Customer should ensure they have sufficient up to date backups. The Supplier cannot be held responsible for any loss of data, software or associated financial loss whilst the equipment is in the care of the Supplier or any third party designated by the Supplier as required.
16. The Supplier is only obliged to reinstall the operating system that was supplied with the machine at the point of manufacture. Third party software (licensed or unlicensed) and bundled applications are the responsibility of the Customer.

17. It is the Customer's obligation to collect equipment left with the Supplier after notice from the Supplier that it is in a ready state. Failure to collect equipment within a time deemed acceptable to the Supplier will render the equipment becoming subject to sale or disposal to recover costs, after fair notice to the Customer.
18. The Supplier reserves the right to hold any equipment left in their care until payment has been received, and will comply with clause 17 above in the event that the Customer fails to settle any debts owed within a period acceptable to the Supplier.
19. If the Customer has failed in their responsibility to successfully create an up to date Backup and Data Recovery is required, the Supplier will attempt data recovery where applicable. No guarantees are made to the level of success that may be achieved. The Customer accepts that the Supplier will not be held liable for any inability to recovery part or all of the data, or for the state the data may be in.
20. The Customer accepts that during the provision of Services some software applications may no longer work correctly. This may be due to the installation of more recent hardware or software. It is therefore the Customer's responsibility to reinstall or reconfigure these applications. The Supplier is not liable for any additional fees the Customer may incur as a result of this process.
21. The Customer and it's representatives agree to behave in an acceptable manor in all dealings with the Supplier. The Supplier reserves the right to refuse or withdraw service to any Customer that is, in the Supplier's opinion, in breach of acceptable behaviour that includes, but is not limited to aggression, harassment and intoxication.

Fees

22. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials or fixed fee basis.
23. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
24. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 20 also apply to these additional services.
25. The Fees are of any applicable taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

26. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of seven days from the date of the quotation, (unless the quotation has been withdrawn).
27. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
28. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
29. If, due to circumstances beyond our control, including those set out in the Clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

30. We will invoice you for payment of the Fees either:
 - a. immediately in the case of Diagnostic, Inspection, Fast Track or Collection Fees; and
 - b. when we have completed the Services; or
 - c. on the invoice dates set out in the quotation.
31. You must pay the Fees due immediately or otherwise in accordance with any credit terms agreed between us.
32. Time for payment shall be the essence of the Contract.
33. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above

the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

34. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or part.
35. If you do not pay within the period set above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged by you.
36. Receipts for payment will be issued by us only at your request.
37. All payments must be made in pounds sterling unless otherwise agreed in writing between us.

Returns

38. Any Goods which are returned to the Supplier must be in their original condition, including packaging. Any Goods that are not in this condition may be refused return or a reduction to the amount of refund applied. The Supplier retains the right to discretion with regards to all returns and refunds.

Sub-Contracting and assignment

39. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all our obligations to any third party.
40. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

41. We can terminate the provision of the Services immediately if you:
 - a. commit a material breach of your obligations under the Terms and Conditions; or
 - b. fail to make payment of any amount due under the Contract on the due date for payment; or
 - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for relief of insolvent debtor; or
 - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e. convene any meeting of your creditor, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para.14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

42. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

43. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
44. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

45. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- a. any direct, special or consequential loss, damage, costs, or expenses or;
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the services; or
 - f. for any additional fault that occurs whilst the equipment is in the Supplier's possession, that arises through no action by the Supplier.
46. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
47. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

48. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
49. The parties agree that where such processing of personal data takes place, the Customer shall be the 'Data Controller' and the Service Provider shall be the 'Data Processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
50. For the avoidance of doubt, 'Personal Data', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
51. The Service Provider shall only Process 'Personal Data' to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes, except for the Supplier's own record keeping.
52. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
53. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect 'Personal Data' Processed by the Service Provider on behalf of the Customer.
54. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on www.airiam.co.uk. For any enquiries or complaints regarding data privacy, you can contact the following email address: info@airiam.co.uk.

Circumstances beyond a party's control

55. Neither of us is liable for any failure or delay in performing our obligations where such a 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. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

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

57. 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 email and a successful transmission 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.

58. All notices under the Terms and Conditions must be addressed to the most recent address or email address notified to the other party.

No waiver

59. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

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

Law and jurisdiction

61. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Privacy Policy

This privacy policy explains how we use any personal information we collect about you when you register with us or place an order or use our services. It also details how we use and collect information about you when you use our website.

Topics:

- What information do we collect from you?
- How will we use the information about you?
- Marketing
- Access to your information and correction
- Cookies
- Other websites
- Changes to our privacy policy
- How to contact us

What information do we collect from you?

We collect information about you when you register with us or place an order for products and services. We also collect information when you voluntarily complete customer surveys, provide feedback and participate in competitions. Website usage information is collected using cookies.

How will we use the information about you?

We collect information about you to process your order, manage your account and, if you agree, to email you about other products and services we think may be of interest to you.

We use your information collected from the website to personalise your repeat visits to our website.

We will not share your information with third parties unless necessary to continue provision of the service you have ordered or where required by law.

Marketing

We would like to send you information about products and services of ours which may be of interest to you. If you have consented to receive marketing, you may opt out at a later date.

You have the right at any time to stop us from contacting you for marketing purposes.

If you no longer wish to be contacted for marketing purposes, please email info@airiam.co.uk to provide notice of your removal of consent.

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email info@airiam.co.uk to make your request. There may be a small charge for this service.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

Cookies

Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity.

For further information visit. www.aboutcookies.org or www.allaboutcookies.org.

You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser. However in a few cases some of our website features may not function as a result.

Other websites

Our website contains links to other websites. This privacy policy only applies to our website so when you follow links to other websites you should read their own privacy policies.

Changes to our privacy policy

We keep our privacy policy under regular review and we will place any updates on our website in the relevant section and here if in another form (electronic, print etc.).

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you by email at info@airiam.co.uk.