

Terms & Conditions

Please read all 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

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you).
2. Nicholas Warren trading as Airiam of Bath with email address info@airiam.co.uk; (the Supplier or us or we).
3. These are the terms on which we sell all Services. By ordering any of these Services, or signing the Job Book In form, you agree to be bound by these Terms and Conditions.

Interpretation

4. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. Contract means the legally-binding agreement between you and us for the supply of the Services;
6. Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. Order means the Customer's order for the Services from the Supplier as set out overleaf;
9. Services means the services, including any Goods, of the number and description set out in the Order.

Services

10. The description of the Services and Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size and colour of any Goods supplied.
11. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification is accurate.
12. All Services are subject to availability.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

14. You must co-operate with us in all matters relating to the Services, providing us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
15. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
16. All Customer data is your responsibility. You should ensure you 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.
17. 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.
18. It is the Customer's obligation to collect equipment left with the Supplier. 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.

19. The Supplier reserves the right to hold any equipment left in their care until payment has been received, and will comply with clause 18 above in the event that the Customer fails to settle any debts owed within a period acceptable to the Supplier.
20. If the Customer has failed in their responsibility to successfully create an up to date Backup and Data Recovery is required, they 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 recover part or all of the data, or for the state the data may be in.
21. 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.
22. The Customer agrees 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.

Basis of Sale

23. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
24. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason why without delay.
25. We reserve the right to refuse to accept an Order or supply a Service for reasons including but not limited to:
 - a. 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 being, in our opinion, incompatible with the Customers desire for that Service.
26. A Contract will be formed for the Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
27. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 5 working days from its date, unless we expressly withdraw it at an earlier time.
28. No variation of the Contract, whether about description of the Service, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
29. We intend that these Terms and Conditions apply only to a Contract entered into by you as a consumer where we the Supplier and the Customer, enter the Contract at any of the Supplier's business premises, and there the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case you must tell us, so that we can provide you with a different contract with terms that are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

Fees and Payment

30. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Order or such other price as we may agree in writing. Prices for Service may be calculated on a fixed fee or on a standard rate basis.
31. Payment for Services must be made at the appropriate time as stipulated in our website, and other literature. You must pay in cash or by submitting your credit or debit card details or bank transfer with your Order and we can take payment immediately or otherwise before delivery of the Services.

32. Fees for Diagnostic, Inspection, Fast Track or Collection services are on a non-refundable basis. Agreement to these Terms and Conditions confirms the Customer's understanding of this point.

Delivery

33. We will deliver the Services, including any Goods to the Delivery Location by the time or within the agreed period or, failing agreement:
- in the case of Services, within a reasonable time; and
 - in the case of Goods, without delay and, in any event, not more than 30 calendar days from the day the contract is entered into.
34. Any dates quoted for Services are approximate only and the Supplier shall not be liable for any delay howsoever caused. Time for Services shall not be of essence unless previously agreed by the Supplier in writing.
35. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
36. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:
- we have refused to deliver the Goods; or
 - after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
37. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments under the Contract excepting Diagnostics, Inspection, Fast Track and Collection fees.
38. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them or allow us to collect them from you and we will pay the costs of this.
39. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for those Goods without also cancelling or rejecting the Order for the rest of them.
40. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
41. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
42. If you or your nominee fail, through no fault of ours, to take delivery of the Service at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
43. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Returns

44. 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.

Risk and Title

45. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
46. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owed by you, in which case you must return them or allow us to collect them.

47. The Supplier is not liable for any additional fault that occurs whilst equipment is in the Supplier's possession, that arises through no action by the Supplier.

Withdrawal and cancellation

48. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
49. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 2 calendar days from the day the Contract was entered into. If you simply wish to change your mind and without giving us a reason, and without liability, except in that case, you must return to any of our business premises the Goods in undamaged condition at your own expense. Then we must without delay refund to you the price for those Goods and Services which have been paid for in advance except for Collection, Diagnostic, Inspection and Fast Track fees, and we will retain any separate delivery charge. This does not affect your rights when the reason of cancellation is any defective Goods or Services.

Conformity

50. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
51. Upon delivery, the Goods will:
- a. be of satisfactory quality;
 - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.
52. It is not a failure to conform if the failure has its origin in your materials.
53. We will supply the Services with reasonable skill and care.
54. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

55. The Contract continues as long as it takes us to perform the Services.
56. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
- a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. is subject to any step towards its bankruptcy or liquidation.
57. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Privacy

58. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
59. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found in our website.
60. For the purposes of these Terms and Conditions:
- a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

61. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
62. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. We will only Process Personal Data for the purposes identified;
 - c. We will respect your rights in relation to your Personal Data; and
 - d. We will implement technical and organisational measures to ensure your Personal Data is secure.
63. For any enquiries or complaints regarding data privacy, you can contact us at the following e-mail address: info@airiam.co.uk

Successors and our sub-contractors

64. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligation under the Contract. The supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstance beyond the control of either party

65. In the event of any failure by a party because of something beyond its reasonable control:
 - a. The party will advise the other party as soon as reasonably practicable; and
 - b. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but will not affect the Customer's rights relating to delivery and the right to cancel below.

Excluding liability

66. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft, or profession.

Governing law, jurisdiction and complaints

67. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
68. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.
69. We try to avoid any dispute, so we deal with complaints as promptly as possible when submitted in writing to info@airiam.co.uk.

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.