

Terms and Conditions

1) Introduction

The Terms and Conditions listed and explained in this document shall apply to all Services and work taken upon and done by IIR SERVICES UK LIMITED registered company in the UK 09335717. Unless otherwise stated, these Terms and Conditions are the sole ones applicable for the provision and acceptance of Quotations of Services done by IIR SERVICES.

These Terms and Conditions apply to the exclusion of any others that may be purported to apply by the Customer and no amendment, addition, subtraction, waiver or any other change made to these Terms and Conditions is valid in any way unless and until expressly stated and accepted in writing by the Supplier or an individual appointed on behalf of the Supplier. This appointed individual must provide proof of the Supplier's agreement to act on their behalf.

2) Interpretations

Customer – Individual/organisation/business that orders or receives a Service from the Supplier

Supplier – IIR SERVICES UK LIMITED

Service(s) – Refers to all Services, jobs and/or work done by the Supplier as agreed to by the Customer

Order – The agreement of the Customer and Supplier to go ahead with the Service

Material(s) – Means goods or parts bought or supplied, by the Supplier on behalf of the Customer, or the Customer and used to carry out the Service

Terms and Conditions – These terms and conditions

Quotation – The Quotation provided by the Supplier to the Customer detailing the Service to be done and the Price

Price – Price agreed to between Customer and Supplier

3) Costs/charges

3.1 In addition to any extra fees agreed for the Service, the Supplier remains entitled to recover reasonable expenses spent on Materials and any other goods/Service(s) used to provide the Service.

3.2 At the present time, costs, charges, fees and Credit Notes exclude VAT charge however the Supplier retains the right to change that at any time and charge any applicable VAT, taxes or duties.

4) Payment terms

4.1 Any Quotation provided to a Customer for Services remains valid for a period of 14 days commencing on the date shown on the Quotation unless otherwise agreed by the Supplier before the issue date of the Quotation.

4.2 The Supplier or Customer have the right to, at any time, cancel the order, for any reason, preceding the Customer's acceptance of the Quotation.

4.3 The Customer must pay 50% of the Price upon acceptance of the Quotation, 30% of the Quotation is to be paid when the Service is underway and the final 20% of the Quotation is to be paid upon Service completion.

4.4 If at any time, circumstances change beyond the Supplier's control, and subsequently the Supplier has to make a change or changes in the Service or arrangements made for the Service, the Supplier shall notify the Customer as soon as possible. The Supplier will strive to make sure the changes are minute and do not materially impact the Services.

4.5 All costs (Price) set out in the Quotation are correct at the time of it being issued but are subject to any change that can occur before the Customer's agreement. The Supplier retains the right to make any changes needed to be made before the Quotation is accepted.

4.6 Upon agreement of the Quotation by the Customer, an invoice shall be sent in one of either two circumstances:

- Completion of the Service
- On the invoice date set out and agreed upon in the Quotation

4.7 In the event of the Customer's failure to make the payment upon Service completion, the Supplier will charge a stipulated late payment fee. This is subject to increase if payment is continued to be delayed.

4.8 Receipt(s) shall be sent to the Customer by the Supplier upon payment of the Supplier's invoice.

5) Services

5.1 Upon commencement date stated in the Quotation and in consideration of the Price paid in accordance with clause 4.3 of these Terms and Conditions, the Supplier shall provide the Service to the Customer.

5.2 Considerable care and competent skill shall be used by the Supplier in the performance of its Service.

5.3 The Supplier shall comply with any and all relevant codes of practice applicable to the Service.

5.4 The Supplier shall endeavour to complete the Service within the time set out and agreed to in the Quotation, however, time shall not be of the essence in respect of the provisions of the Service and the Supplier remains free to add more time to offer the Service as is needed.

6) Supplier Obligations

6.1 Should the Supplier fail to perform the Service with the level of skill, care and professionalism set out in clause 5 of these Terms and Conditions, it will ensure that it covers all remedial work at no extra cost or charge to the Customer.

6.2 The Supplier assumes no responsibility or liability to the Customer for a failure to undertake the Service if such failure is as a result of a matter beyond the Supplier's control.

6.3 Nothing in these Terms and Conditions affect the statutory rights of the Customer.

7) Customer Obligations

7.1 The Customer shall endeavour to provide the Supplier with any and all relevant information, access to premises, Material, and any other physical or knowledge based matters needed in order to enable the Supplier to provide the Service.

7.2 The Supplier is not liable for any defect, delay or failure to provide the Service where the Customer has failed or delayed to comply with provisions and agreements set out in clause 5.1.

7.3 The Supplier is NOT to be held responsible for any damage to the Customer's property. It is the Customer's responsibility to remove any and all items/vehicles before any work is undertaken by the Supplier. Failure to do so and any subsequent damage caused will NOT be the fault of the Supplier and the Supplier will NOT accept ANY resulting liability.

8) Cancellation

8.1 Following acceptance of a Quotation or after the Customer has directed the Supplier to undertake the Service, cancellation must not occur unless agreed upon by both parties (Customer and Supplier) via a formal written agreement. If an Order is cancelled (for any reason), the Customer must pay the costs of any Material purchased and labour undertaken by the Supplier.

8.2 The Supplier reserves the right to cancel the Order if:

- the Customer fails to pay the money when due at its allocated times, as set out in clause 4.3
- the Customer fails to honour their part of their contractual obligations, as set out in these Terms and Conditions

9) Summary of Terms and Conditions Agreement

9.1 English law applies to these Terms and Conditions and as a result any problems relating to them fall within the jurisdiction of the English and Welsh courts.

9.2 The Supplier reserves the right to amend Terms and Conditions to reflect with any new or amended legislation or other legal and business changes.