

# **Terms And Conditions**

## 1. Acceptance of Orders

The company LUXURY AIR LIMITED (hereinafter referred to as Luxury Air). All orders received by the company are subject to the following Terms and Conditions.

No variation in these terms and conditions will be accepted and Luxury Air reserves the right to refuse any order without providing a reason.

### 2. Pricing and Payment

Prices displayed on the online shop are INCLUSIVE of VAT

Prices for businesses and contract hire are EXCLUSIVE of VAT

VAT will be applied at the current rate unless a valid VAT exemption form is received and authorised.

Whilst every effort will be made to advance notice of price increases, Luxury Air reserves the right to change prices and adjust prices according to the price ruling at the date of dispatch.

We also reserve the right to correct clerical omissions and errors at any time.

Payments are due in accordance with the agreed terms, established at the time of opening a credit account.

We accept payments in Sterling (£).

#### Quotations

A quotation by Luxury Air shall be valid for the period stated and if no period is stated, for 30 days from quotation date.

A quotation does not constitute a binding contract until Luxury Air has accepted the order by fulfilling the order.

## 4. Deliveries & Carriage

Any delivery dates and times specified by Luxury Air are approximate only.

The customer shall make all arrangements necessary to take delivery of the goods.

Luxury Air will not accept responsibility for the suspension or delay in deliveries, nor the consequences thereof.

Standard delivery is to the reception desk and/or ground floor at the stated delivery address.

It is the customer's responsibility to inform Luxury Air of any difficulties in delivering or specific requirements at the time of placing the order.

Delivery is free to addresses within the UK mainland, for orders over £35 including VAT.

Orders below £35 including VAT will incur a small order handling charge typically £3.00.

Any discrepancy or damage must be notified to Luxury Air within 7 days.

#### 5. Cancellation and Variation of Orders

Luxury Air will use reasonable endeavours to meet customer's individual requirements, but Luxury Air shall be under no obligation to accept cancellation or amendment to any order or any part of an order.

Where Luxury Air agrees such cancellation or amendment to an order, it is on the understanding that a cancellation or amendment charge may be levied.

### 6. Warranty and Warranty Period

Goods are supplied according to the descriptions and specifications given in our catalogue.

Luxury Air gives no warranty and makes no representation as to the suitability of any goods for any particular purpose unless expressly given or made in the catalogue.

Where goods are supplied with the benefit of a warranty, the warranty will only continue to apply providing correct operation, cleaning and handling has been in line with manufacturer's guidelines.

#### 7. Retention of Title

All goods supplied by remain Luxury Air property until such time as payment has cleared for aforementioned goods.

The risk in goods sold to the customers shall pass to the customer upon delivery.

### 8. Return of Goods

Goods are not supplied on a sale or return basis and Luxury Air is under no obligation to accept goods for return unless goods prove to be faulty.

If goods are accepted for return this is subject to the customer accepting the following procedure and conditions.

- The customer must notify Luxury Air within 7 days of receipt of goods, their intention to request a product return.
- Goods must be returned in their original condition and packaging.
- Goods will be collected once Luxury Air have authorised the return.
- Goods authorised and accepted by Luxury Air for credit or return may incur a handling charge.
- No replacements are available whilst goods are exchanged, replaced or repaired.
- Luxury Air is bound by the manufacturer's terms and reserves the right to raise a reasonable restocking charge.

In the event that the customer is not satisfied with the goods, but the goods are not defective, Luxury Air reserves the right to refuse the return of the goods at their absolute discretion.

The following category of goods will not be accepted for return –

- 1. Goods which are single use or body worn.
- 2. Non-Catalogue lines or products ordered to the customer's specification (these may be catalogue lines)
- 3. Goods damaged due to misuse or unauthorised repair.
- 4. Opened/partly used goods or where the seals/labels have been removed.
- 5. Goods damaged by fire, water or smoke.

Customers are reminded that it is ILLEGAL to send contaminated goods through the post.

Luxury Air reserves the right not to handle items that do not meet specific requirements.

# 9. Restriction of Liability

The customer must check at the time of delivery that products are correct and undamaged before providing a signature. No liability is accepted for any loss or damage arising from delays in delivery.

Luxury Air shall not in any event be liable for indirect of consequential loss or damage.

### 10. Force Majeure

Luxury Air shall not be liable for any loss or damage caused by circumstances beyond the Company's control.

Should any such event occur Luxury Air may cancel or suspend this contract without incurring any liability for any loss or damage caused.

#### 11. Proper Law

These terms and conditions and the rights and obligations of the parties to the contract shall be governed interpreted and construed solely in accordance with the laws of England.

#### 12. Products

Every reasonable care has been taken to ensure that the descriptions are accurate, however specifications may change.

At times product specification from the manufacturer change, in such instances we will do our best to offer you an alternative and will inform you at the time of ordering.

All sizes and measurements are approximate but we do try to make sure they are as accurate as possible.

On the rare occasion when there is an error in the catalogue, we will do our best to inform you at the time you order.

At times we may experience problems with the supply of certain products and may therefore provide a substitute of the same or better quality at the same price.

#### 13. Email Disclaimer

Our messages are for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received an email in error, please notify us immediately and delete the original. Any other use of the email by you is prohibited.

Whilst every care is taken to avoid the transmission of viruses it is the responsibility of the addressee to check for viruses in any communication.