



739-741 Oxford Road, Reading Berkshire RG30 1JA  
Telephone (0118) 9420642- (01344) 429898- (01276) 949145

Email: [service@dasltd.net](mailto:service@dasltd.net) Website: [www.dasltd.net](http://www.dasltd.net)

## Terms & Conditions 2018

### 1, Information about us:

Domestic Appliance specialists Ltd (DASLTD) is a firm of Domestic Appliance Engineers providing repairs, sales and Installations to all types of domestic appliances . We are registered in England and Wales as a limited company under number: 08405635 and our registered office is at 741 Oxford Road Reading Berkshire RG30 1JA.

### 2, Contract

These Terms and Conditions govern the supply of goods and services used, sold and offered by Domestic Appliance Specialists Ltd (DASLTD) Who in this agreement are a firm of Domestic Appliance Engineers providing repairs, sales and Installations to all types of domestic appliances . We are registered in England and Wales as a limited company under number: 08405635 and our registered office is at 741 Oxford Road Reading Berkshire RG30 1J(“we” and “us”) to the customer (“you”) and constitute the entire and only agreement between us in relation thereto.

2.1 All orders placed by you are on the basis of these Terms and Conditions and are subject to acceptance by us by way of confirmation of acceptance either by phone, text or email or by the delivery of the goods and services to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

### 3, Customers right to cancel,

3.1 The customer has a right to cancel a booking if a minimum of 24 hours notice is given, If less than 24hours notice is given DASLTD have the right to charge a full service charge as we have not been given enough notice to fill your allocated time slot with another service call,

### 4, Our right to cancel,

4.1 The sale and supply of services are always subject to availability of stock, and authorisation of your payment, if your goods have not arrived due to circumstances beyond our control or if your payment for these goods has not been authorised we have the right to cancel at anytime without penalty.

## 5, Price & Payment

5.1 The price payable for our goods and services is advised at the time you place your order and is subject to E&OE.

5.2 Prices are correct at time of quotation and we reserve the right to update or change our prices for future products and services dependant on factors involved in the running of the business or the base price increase of products and services from our suppliers and third parties

5.3 Occasionally an error may occur and goods or services may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price as the price is an invitation to treat and not an offer.

5.4 To non account customers Payment for goods and services supplied is to be made either prior to or immediately after the provision of the service or goods supplied, at discession of the management it may be possible to offer a limited 7 day account to certain customers however in this instance failure to comply with the 7day account rule will result in a daily amount of 3% being added to the total amount payable.

5.5 If you have an existing account with DASLTD then we request payment be made within 30 days of invoice, If payment is not made when due, interest may charged at the monthly rate of 3 per cent on the amount outstanding from the due date for payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement, together with any reasonable legal or other recovery costs. You are responsible for all orders placed by your authorised employees and for any purchases made on cards issued to you and we are not bound by any individual order limit you may impose on your authorised employees. You must inform us in writing as soon as a relevant employee is no longer authorised by you to place and receive orders or if any card issued to you is lost or stolen.

5.6 You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have

5.7 failure to pay outstanding invoices will result in the commencement of court proceedings against you.

If a CCJ – County Court Judgement is issued against you for the outstanding debt then this could result in the following:

- Bailiff Action
- Attachment of Earnings
- Charging Order
- Winding Up proceedings

The CCJ may also be entered on to your Credit Record at the Register of Judgements which will remain for up to 6 years and could cause future funding such as loans to be denied.

## 6, Failure to provide access,

6.1 If delivery of services ordered by you was not successful due to your failure to provide access to the property as per your booking, we reserve the right to charge you no access fee of £40 including vat

## **7, Title of goods**

7.1 Regardless of the fact that the goods or services may have already been delivered and that the goods in question are in your possession, the title of those goods shall not be passed onto you until payment has been made in full and authorised, until this time you are not permitted to use the goods supplied, any warranty given on the goods and services provided is null and void and any damage made to goods or by the goods is not covered under any warranty or cover supplied by DASLTD.

Until the title of goods has been transferred DASLTD have the right to request that the goods be returned to them in the original condition, any return of goods will be at the cost of the customer and any damage caused to the goods will be charged direct to the customer.

7.2 Failure to comply with the above may result in legal action being taken against you.

## **8, Availability of goods.**

8.1 Although DASLTD hold a large amount of stock and new appliances, if the items offered or needed to fulfil your order is out of stock with a supplier or manufacture we cannot be held responsible for any delay in supplying the goods or services. At the time of ordering an estimated time of arrival (ETA) will be given however this can be subject to change.

## **9, New appliance failures within the warranty period.**

9.1 should a new appliance that we have supplied fail within the warranty period this failure must be reported to the manufacture and it is their responsibility to repair the appliance for you.

If the appliance is deemed to be unrepairable the manufacture will issue you with an uplift number, we can then order the replacement machine for you.

Please note that we do not pay any cost towards uninstalling or reinstalling any uplifted appliances, any cost in relation to this will be charged at our normal installation charge rate, to find out our current charge please contact our office.

If the end user arranges for a third party to uninstall and reinstall the appliance it will be their responsibility to arrange for the appliance to be dropped off at our stores.

## **10, Liability**

10.1 Subject to clause 10.3, our maximum liability to you for losses or damages suffered shall not in any circumstances exceed the price paid for the services.

10.2 Subject to clause 11.3, we will not be liable for the following losses:

1. loss of income or revenue;
2. loss of business;
3. loss of profits;
4. loss of anticipated savings;
5. loss of data; or
6. waste of management or office time.

10.3 Nothing in this agreement excludes or limits our liability for:

1. death or personal injury caused by our negligence;

2. fraud or fraudulent misrepresentation;
3. any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982;
4. defective goods under the Consumer Protection Act 1987;
5. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 6.

## **11, Events outside our control (Force Majure)**

**11.1** We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial actions, Riots, Terrorist attacks, War, Natural disaster of any kind, failure of communication networks or travel networks ).

## **12, Guarantee**

12.1 we offer a 6 month guarantee of our repairs for normal domestic use,

12.2 Our guarantee does not cover :

- Unrelated faults on the same appliance,
- Any faults for an appliance not being used in a domestic environment,
- Faults caused by neglect, misuse , accident or the machine not being used in accordance with the manufactures terms and instructions.
- Cosmetic damage to include door handle, draw handles, facia panel, cosmetic panel, control knobs or timer buttons & knobs
- Food loss, damage to property, loss of earnings etc
- The appliance if it has been moved from one location to another without the appropriate transit bolts being used

## **13, Parts order or parts requested**

13.1 Should a part be ordered directly by a customer though our shop or website, or should a part be supplied to a customer upon their request rather than supplied or offered through an engineer's visit or advise given by a member of staff , then the return of such part is only granted should that part be faulty, no returns will be accepted or refunds issued if the customers or a third parties lack of knowledge has led them to order the incorrect part.

## **14, General**

14.1 If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

## **15, Right to Vary**

15.1 We have the right to revise and amend these terms and conditions from time to time.

15.2 You will be subject to the policies and terms and conditions in force at the time that you order goods and or services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority

## **16, Legal**

16.1 Contracts for the purchase of goods and or services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **17, Right of a third party**

17.1 A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

Copyright ongoing from January 2018 by DASLTD