

Terms & Conditions

In General

M & S Heating & Airrical ("M & S") owns and operates this Website. This document governs your relationship with ms-ac.com ("Website"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by ms-ac.com. ms-ac.com has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Terms of Sale:

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with M & S (aka ms-ac.com) you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. ms-ac.com retains the right to refuse any request made by you. If your order is accepted we will inform you by email. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods or services purchased.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

While we try to ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or canceling it. If we are unable to contact you we will treat the order as canceled. If you cancel and you have already paid for the goods, you will receive a full refund. If shipping and delivery is required for any products or services purchased, delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

(c) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods or services you wish to purchase. Once the goods or services have been dispatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

Membership Terms & Conditions:

All memberships are non-refundable and expire one year from sign-up date.

Inspections & General Membership Benefits:

Refer to website or brochure for information for detailed information on what's included with your membership plan and inspections. Here is a summary of the key points:

M & S Maintenance Plan:

- One spring/summer visit
- One fall/winter visit
- Priority status on repairs
- 10% discount on service and repairs
- 1 filter included with service

Privacy Policy

By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Credit Card Payments:

M & S never stores customer credit card information on its computers or servers. All payments are completed through secure, third party credit card processing companies, whether online, in person or over the phone.

Responsibilities of Customer

Customer agrees to hold M & S harmless for the discovery of any of the following defective conditions:

- Improper or faulty plumbing, air conditioning or electrical components
- Rusted or defective pipes or other materials
- Acids in the drain system
- Plumbing or HVAC lines that are settled or broken
- Existing illegal conditions
- Defective Roofing
- Existing mold

Customer is required at their expense to do all work and other acts to meet all conditions necessary to allow M & S to complete the work as provided in this agreement.

Responsibilities of M & S Air Conditioning, Heating & Electrical - Conditions and Limitations

M & S shall do all work in a good workmanlike manner. M & S is not responsible for any existing illegal conditions or mold conditions.

Inspections may include, but are not limited to the checklist found online at <https://ms-ac.com/services/hvac-maintenance>. Our ability to complete all items on the checklist may be impeded by weather, construction, accessibility to certain items, etc. which may be out of the control of our technician. If this is the case, your technician will let you know and the technician and M & S can be held liable for such circumstances where it is not safe or accessible to complete that portion of your inspection.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and berkeys.com will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

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Notice to Homeowners

M & S warrants its work to be free from defects in material and workmanship for the warranty period of one (1) year from completion unless otherwise stated in writing on the face hereof. For specific details about any warranties related to your work, you may request this from your technician or contact customer service to assist in providing this to you.

Protection of customer's property

Customer agrees to remove or protect any personal property, inside and out, including but not limited to, carpets, rugs, shrubs, and planting, and M & S shall not be responsible for said items. Nor shall M & S be held responsible for the natural consequences of M & S' work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property. M & S shall not be held responsible for damage to personal property, real property, or any improvements to real property caused by persons delivering materials or equipment or keeping gates and doors closed for children and animals.

Entire agreement

This is the entire agreement. The parties are not bound by any oral expression or representation by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as Customer, their heirs, representatives, successors and assigns.

M & S will not provide an itemized breakdown of materials and labor for flat rate prices work. However, M & S will provide an itemized list of all materials used to perform the necessary repair only upon request.