



## TERMS AND CONDITIONS

### 1. Definitions, etc.

"Applicable Standards" means those adopted by any approvals or regulatory organisation by which the Installer is for the time being recognised or any modification or replacement thereof, current at the date of this Contract.

"Corrective Maintenance" means the diagnosis and repair of faults and defects including defects discovered during Maintenance work or as a result of emergency call-out.

"Contract" means the contract for the installation, maintenance, and/or monitoring of the Installation between the Customer and the Installer.

"Customer" means any company, firm or individual or agent thereof to whom the Installer's Quotation or Contract is addressed.

"Consumer" means a person who is not a limited company or registered charity and to whom the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply.

"Premises" means the address where the Installation is located.

The "Installation" means that Heat Pump System, Cooling System, Plumbing or Heating system and items of associated equipment described in the quotation and which is the subject of this Contract.

The "Installer" means the person, partnership or company which is undertaking to install, maintain, and/or monitor the Installation which is the subject of this Contract.

The "Maintenance and Service Price", if applicable, is that price payable by the Customer as defined in our Installation Quotation, and may be subject to reasonable increase (based on the Retail Price Index or other suitable measure) on an annual basis to cover increases in wages, rates, travelling costs, and any other relevant prevailing factors.

"Maintenance and Service", if applicable, means inspection, testing and adjustment of the Installation to confirm satisfactory operation or to identify any potential faulty items or processes to the Customer.

The "Quotation Price" is that price accepted by the Customer in the Installation Quotation.

"We", "Us", "Our" means Heidi Air Conditioning Limited and its agents, employees and subcontractors who administer and provide the Maintenance and Service and/or the Installation.

"You" or "Your" means any company, firm or individual or agent thereof to whom the Installer's Quotation or Contract is addressed.

### 2. General

- i. Acceptance of the Quotation includes acceptance of the following terms and conditions.
- ii. Nothing in these Conditions will reduce your statutory rights relating to faulty and misdescribed goods. For further information about your statutory rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.
- iii. Processing your order will require us to process your data. This will be done in accordance with GDPR and our privacy policy, which can be found at <https://heidi-air-conditioning.co.uk/privacy-policy>

### 3. Installation or Maintenance and Service

- i. Installing and Maintenance work is to be done during normal working hours, i.e. Monday to Friday 8.00 a.m. to 4.30 pm. Any extension of such hours or period directly or indirectly caused by the Customer shall entitle the Installer to charge any reasonable extra costs resulting. Please note that we reserve the right to increase the annual maintenance and service price in line with inflation and our operating costs.
- ii. A Maintenance or Service visit does not provide nor imply a warranty for continued or correct operation of the system, and we shall not be held liable for any faults which occur after a maintenance or service visit, even if the system was functioning correctly at the time of the visit.
- iii. Variation such as changes to equipment position or additional work ordered by the Customer shall be charged on the basis of time and materials at rates and costs current at the time of such work (unless separately agreed in writing prior to the



variations/additional work starting). **The current hourly engineer rate is £80.00 + VAT per hour.**

- iv. Unless otherwise specifically agreed, the Quotation Price does not include any extraneous work, making good, re-decoration, carpet laying, building or carpentry work etc. and is contingent on engineers having unhindered access to floors, ceilings, walls, cable & pipe runs and all other areas where work must be carried out.

#### **4. Terms of Payment**

- i. Unless otherwise agreed, then the specified payment referred to in the Installation Quotation shall be due and payable by the Customer on acceptance of the Quotation.
- ii. The installer reserves the right to request payment in full, for example, if the installation cannot be completed due to circumstances outside the control of the installer such as delay to works carried out by others which prevent us from completing the installation, we may request full settlement in advance of completion.

#### **5. Completion**

- i. The Installer will use its best endeavours to effect completion of the Installation or Maintenance Works by the agreed completion date, but it cannot be held liable for any loss or damage resulting from delay or non-delivery due to causes beyond its control.

#### **6. Liability for Loss or Damage**

- i. The Installer does not know, and shall not be deemed to know, the true value of the Customer's property or premises, and is not the insurer thereof.
- ii. Apart from death or personal injury, the aggregate liability of the Installer and its staff for any breach of contract, breach of statutory duty or negligence arising out of this contract, or presence at the Customer's premises shall be limited to £1000000 for any kind of loss or damage whatsoever. The Customer shall notify the Installer of any claims within 30 days of the occurrence giving grounds for such claims.
- iii. Although the Installation is designed to the best of the Installer's skill and knowledge to reduce the risks of loss or damage the Installer does not represent or warrant that the Installation may not be neutralised, circumvented or otherwise rendered ineffective by the Customer or other persons, and in such event, it shall not be liable for direct or indirect loss or damage suffered by the Customer or other persons.
- iii. In view of the previous sub-paragraphs (i) to (iii) inclusive, the Customer acknowledges that they should arrange separate insurance cover.
- iv. The installer is not liable for any loss in any grant payments, subsidies etc. caused by the following: delay or rejection of relevant consents or approvals from the District Network Operator, Planning Office, Building Control, Grant Administration Body etc.; downtime of the system due to a fault in the system or whilst components are replaced under warranty; withdrawal or reduction of grant schemes by Government, Energy Savings Trust or providing body and/or delay in or rejection of grant registration.

#### **7. Guarantees**

- i. In the case of complete systems installed by the Installer then from the date of handover and for the warranty period specified in the quotation the Installer shall carry out replacement or repair of parts and rectification of faults free of charge except for any such things made necessary by wilful or negligent act of any person (other than the Installer, its employees, and agents), or by some other cause or peril beyond the Installer's control. If a service and preventative maintenance visit is not carried out by the Installer within 15 months of the handover date, then the installer warranty shall expire. For systems out of warranty or for systems installed by others then any maintenance or repair work instructed by the Customer shall be carried out by the Installer on the basis that it will not be held liable for the non repair of the fault or for any subsequent faults which occur after a service / maintenance visit. The Guarantee is not transferable to a third party.
- iii. We do not guarantee functionality of any manufacturer supplied App which is reliant on customer Wifi / internet services and correctly configured customer electronic devices such as smartphones and tablet devices.
- iv. The Guarantee will be invalidated if the customer electrical supply to the installation is non conformant. Examples of a non-conformant electrical supply are:
- Supply under voltage
  - Supply over voltage including sustained and transient voltage spikes.
  - Interference and harmonic distortion



## 8. Ownership

- i. Until full payment is received as referred to in Section 4 above, every part of the Installation and associated equipment shall remain the property of the Installer and the Customer irrevocably grants licence in the event of his, her or its default, to enter upon his, her or its premises to recover the equipment whether fixed or unfixed provided the Installer shall first obtain an Order from a Court of Law permitting entry into the Customer's premises. Until recovery of the Installer's property, the Customer shall take reasonable care of the equipment including the insurance of the system against theft, fire or damage and shall pay the Installer's reasonable costs of replacing or repairing the equipment.

## 9. Installer's Obligations

- i. In consideration of the Quotation Price specified and paid or to be paid by the Customer, the Installer undertakes to install the Installation in accordance with the Applicable Standards adopted by the approvals or regulatory organisation by which the Installer is for the time being recognised, to the best of its ability and that such equipment used in the Installation shall be fit for the purpose intended.
- ii. This Quotation/Sale document relates only to the Installation described in the quotation which is the subject of that document, and the maintenance provisions shall only apply if agreed between Customer and Installer.
- iii. The Installer shall ensure all maintenance and service work is carried out with due care and attention and as such will not be held liable for any faults which occur after an equipment service check.
- iv. The installer cannot guarantee that all quoted equipment is in stock and available when the quotation is produced. In instances where the quoted equipment is no longer available following an order from the customer, the installer shall offer to either carry out the installation as quoted at a later date once the equipment becomes available or provide a full refund. The installer may also, at its discretion, offer a system of equal or greater specification. The installer shall not be held liable for any costs to the consumer arising from a delayed, modified or cancelled installation.

## 10. Customer Obligations

- i. Not to permit anyone (including the Customer) other than the Installer to interfere with the Installation or any part thereof. Interference of the installation may invalidate a future warranty claim.
- ii. For a roof mount system, it is the responsibility of the Customer to confirm structural integrity of the roof structure and any acoustic assessments which may result in implementing mitigating measures to minimise sound transfer from installed equipment across building fabric. If required, the Installer can instruct a Structural Engineer to carry out a roof survey. Professional fees associated with confirming the integrity of the roof structure shall be the responsibility of the Customer. Any strengthening works which may be required shall be the responsibility of the Customer.
- iii. The Customer is responsible for ascertaining if Planning Permission is required and as such shall obtain all necessary planning permissions and consents for the installation of the system.
- iv. To notify the Installer as soon as practical after the appearance of any defect in the Installation, and to permit the Installer to take such steps as it thinks fit to remedy such a defect.
- v. The customer shall be solely responsible for applications to any grants, subsidies etc. The customer shall confirm eligibility prior to commencing with the installation and shall inform the installer of any specific requirements, including but not limited to metering for payment.
- vi. The customer shall be responsible for the following:
  - Upgrades to incoming electrical supply if it is inadequate or a requirement of the District Network Operator (DNO).
  - Provision of compliant equipment electrical supplies and upgrading to existing consumer units and earthing if required.
  - Obtaining Planning Permission if this is a requirement for the Installation.

## 11. Cancellation

- i. If You are a Consumer, You may cancel Your Contract up to 14 days after the day any goods are delivered, or if the Contract is for



services only (for example labour, but no parts are provided), for 14 days after the day You accept the Contract. You can let us know by calling 01242 821438 or by writing to us at: Heidi Air Conditioning Limited, Unit 1, Coln Park, Andoversford, GL54 4HJ. We will assume notice of cancellation has been served as soon as it is received by us or, in the case of electronic communication, from the date it is sent to us. This is Your "cooling off period". However, by agreeing to an appointment time within 14 days of the start of this Contract, You consent to us starting work before the cooling off period ends. If you cancel Your Contract, We will charge You our reasonable costs including but not limited to; labour for any work already carried out, any equipment already installed into Your Premises, restocking fee of 25% for equipment purchased and any applicable payment processing fees.

- ii. We, the installer, reserve the right to cancel the Contract if we have good reason. Any deposit payment made by the Customer shall be refunded minus reasonable costs including but not limited to; labour for any work already carried out, any equipment/materials already installed into Your Premises. We may charge a restocking fee if this is charged to us by our suppliers for the return of equipment.

## 12. Force Majeure

- i. Any failure by the Installer to perform any of its obligations by reason of any cause beyond the control of the Installer shall be deemed not to be a breach of this Contract.

## Applicable Law and Category of Jurisdiction

This Contract is subject to the Laws of England and Wales and the parties shall submit to the jurisdiction of the Courts thereof.