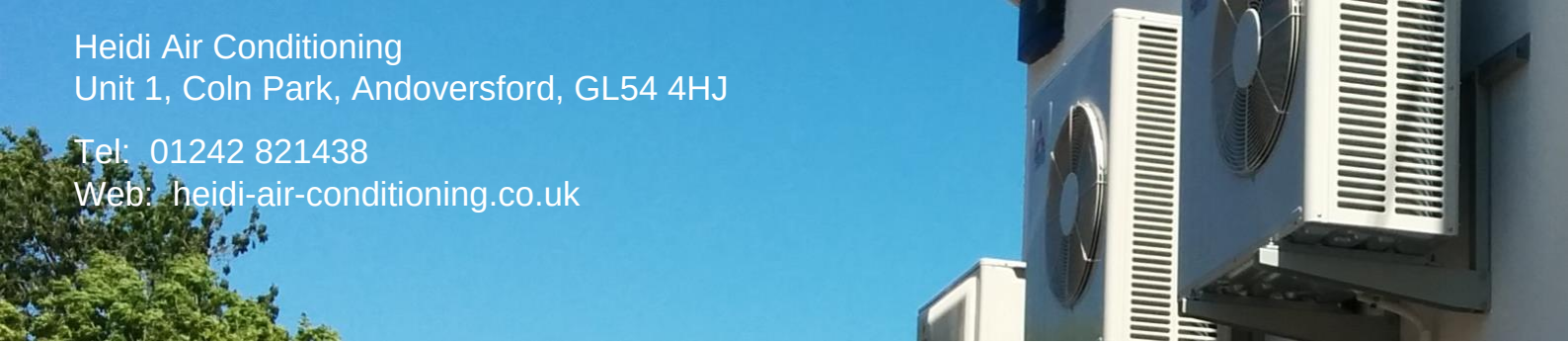
Heidi Air Conditioning
Unit 1, Coln Park, Andoversford, GL54 4HJ

Tel: 01242 821438
Web: heidi-air-conditioning.co.uk



# TERMS AND CONDITIONS

## 1. Definitions

"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 of them, current at the date of this Contract.

"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.

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

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

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

"Installation" means the Heat Pump System, Cooling System, Plumbing or Heating System and items of associated equipment described in the Quotation which are the subject of this Contract.

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

"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.

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

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

"Quotation Price" means the price accepted by the Customer in the Installation Quotation.

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

"You" and "Your" mean the Customer.

## 2. General

i. Acceptance of the Quotation includes acceptance of these 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.

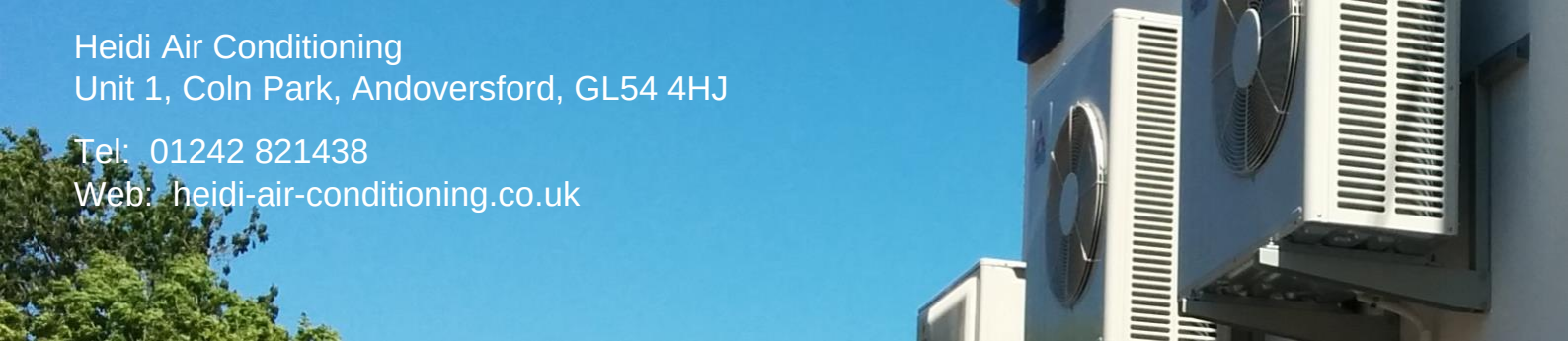
iii. Processing Your order will require Us to process Your personal data. This will be done in accordance with the UK GDPR and Our privacy policy, which can be found at https://heidi-air-conditioning.co.uk/privacy-policy.

## 3. Installation or Maintenance and Service

i. Installation and Maintenance and Service work will be carried out during normal working hours, Monday to Friday, 8.00 a.m. to 4.30 p.m. Any extension of these hours or of the work period caused directly or indirectly by the Customer shall entitle the Installer to charge any reasonable extra costs resulting. We reserve the right to increase the annual Maintenance and Service Price in line with inflation and Our operating costs.

ii. A Maintenance and Service visit does not provide or imply a warranty for continued or correct operation of the system. We shall not be held liable for any faults which occur after a Maintenance and Service visit, even if the system was functioning correctly at the time of the visit.

iii. Variations, such as changes to equipment position or additional work ordered by the Customer, shall be charged on the basis of time and materials at the rates and costs current at the time of the work, unless separately agreed in writing before the variation or additional work starts. **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, redecoration, carpet laying, building or carpentry work. It is conditional on engineers having unhindered access to floors, ceilings, walls, cable and pipe runs and all other areas where work must be carried out.

**4. Terms of Payment**

i. Unless otherwise agreed, the payment specified 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 before completion if the Installation cannot be completed due to circumstances outside the Installer's control, for example delays to work carried out by others which prevent Us from completing the Installation.

iii. **VAT.** Unless the Quotation says otherwise, all prices are shown with VAT at the rate that applies under the law in force on the date of the Quotation. This may be 0% where the Installation qualifies for the relief for energy saving materials. Each invoice will carry VAT at the rate that applies on the date of that invoice or payment (the tax point) under HM Revenue & Customs rules. This may be different from the rate shown in the Quotation.

iv. **Changes in VAT.** If the rate of VAT or the VAT treatment of the Installation changes after You accept the Quotation, any invoice issued or payment due after the change will be charged at the new rate. For example, the temporary 0% rate for energy saving materials is due to end on 31 March 2027 and return to 5% from 1 April 2027. You must pay any additional VAT that results, and the Quotation Price will be adjusted to match. If VAT is reduced, We will pass the reduction on to You. This reflects section 89 of the Value Added Tax Act 1994.

v. **Advance payments.** VAT on any deposit or advance payment is fixed at the rate in force when that payment is received or invoiced. For example, a deposit paid at 0% before 1 April 2027 stays at 0%. The balance invoiced on or after 1 April 2027 will carry VAT at 5%, or whatever rate then applies. This applies whatever the reason the work is completed after the change, including delays caused by You, by other trades, by access, by weather, by supply of equipment or by other matters outside Our control. It does not apply where the delay is caused solely by Our failure to carry out the work by the agreed date.

vi. **Eligibility for reduced or zero rates.** Any reduced or zero rate of VAT depends on the information You give Us, including that the Premises is residential accommodation. If that information is wrong, or HM Revenue & Customs decides that a higher rate of VAT applies because of it, You must pay Us the difference in VAT. You must also pay any interest and penalties charged to Us as a result.

**5. Completion**

i. The Installer will use its best endeavours to complete the Installation or Maintenance and Service work by the agreed completion date, but 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**

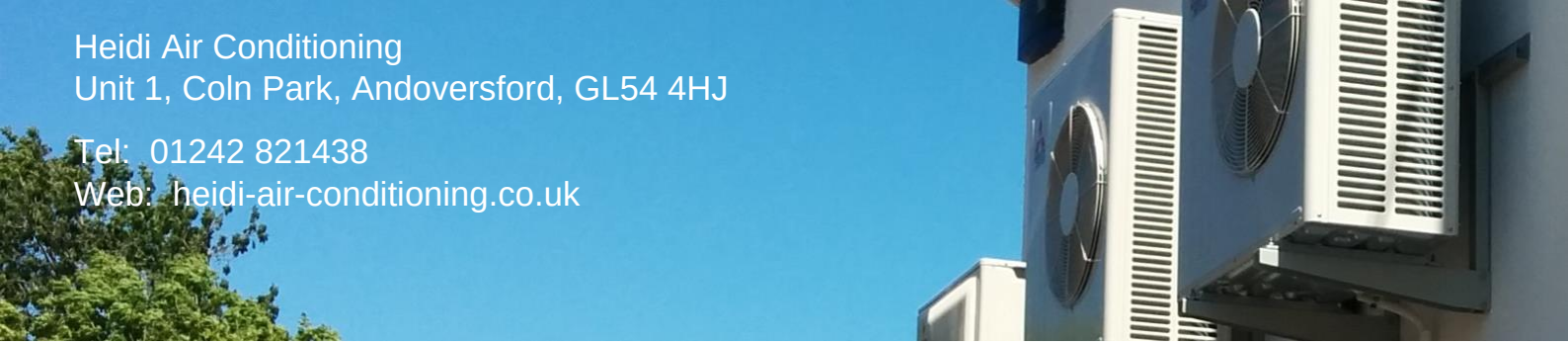
i. The Installer does not know, and shall not be deemed to know, the true value of the Customer's property or Premises, and is not the insurer of them.

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 their presence at the Customer's Premises, shall be limited to £1,000,000 for any kind of loss or damage whatsoever. The Customer shall notify the Installer of any claim within 30 days of the event giving rise to it.

iii. Although the Installation is designed to the best of the Installer's skill and knowledge to reduce the risk of loss or damage, the Installer does not represent or warrant that the Installation cannot be neutralised, circumvented or otherwise rendered ineffective by the Customer or other persons. In that event the Installer shall not be liable for direct or indirect loss or damage suffered by the Customer or other persons.

iv. In view of sub-clauses (i) to (iii) above, the Customer acknowledges that they should arrange separate insurance cover.

v. The Installer is not liable for any loss of grant payments, subsidies or similar caused by any of the following: delay in or rejection of relevant consents or approvals from the District Network Operator, Planning Office, Building Control, grant administration body or similar; downtime of the system due to a fault or while components are replaced under warranty; withdrawal or reduction of grant schemes by Government, the Energy Saving Trust or the providing body; or delay in or rejection of grant registration.



**7. Guarantees**

i. For complete systems installed by the Installer, from the date of handover and for the warranty period specified in the Quotation, the Installer shall replace or repair parts and rectify faults free of charge, except where this is made necessary by the wilful or negligent act of any person (other than the Installer, its employees and agents) or by some other cause 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, the Installer's warranty shall expire. For systems out of warranty, or systems installed by others, any maintenance or repair work instructed by the Customer shall be carried out on the basis that the Installer will not be held liable for the non-repair of the fault or for any subsequent faults which occur after a Maintenance and Service visit. The guarantee is not transferable to a third party.

ii. We do not guarantee the functionality of any manufacturer-supplied app which relies on the Customer's Wi-Fi or internet service and on correctly configured customer devices such as smartphones and tablets.

iii. The guarantee will be invalidated if the Customer's electrical supply to the Installation is non-conformant. Examples of a non-conformant electrical supply are:

- supply undervoltage;
- supply overvoltage, including sustained and transient voltage spikes; and
- interference and harmonic distortion.

**8. Ownership**

i. Until full payment is received as set out in Clause 4, every part of the Installation and associated equipment shall remain the property of the Installer. In the event of default, the Customer irrevocably grants the Installer licence to enter the Premises to recover the equipment, whether fixed or unfixed, provided the Installer first obtains a court order permitting entry. Until the Installer's property is recovered, the Customer shall take reasonable care of the equipment, including insuring 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 paid or to be paid by the Customer, the Installer undertakes to install the Installation to the best of its ability and in accordance with the Applicable Standards, and that the equipment used in the Installation shall be fit for its intended purpose.

ii. The Quotation relates only to the Installation described in it. The maintenance provisions shall only apply if agreed between the Customer and the Installer.

iii. The Installer shall ensure all Maintenance and Service work is carried out with due care and attention, and 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. If quoted equipment is no longer available after the Customer places an order, the Installer shall offer either to carry out the Installation as quoted at a later date once the equipment becomes available, or to 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 Customer arising from a delayed, modified or cancelled Installation.

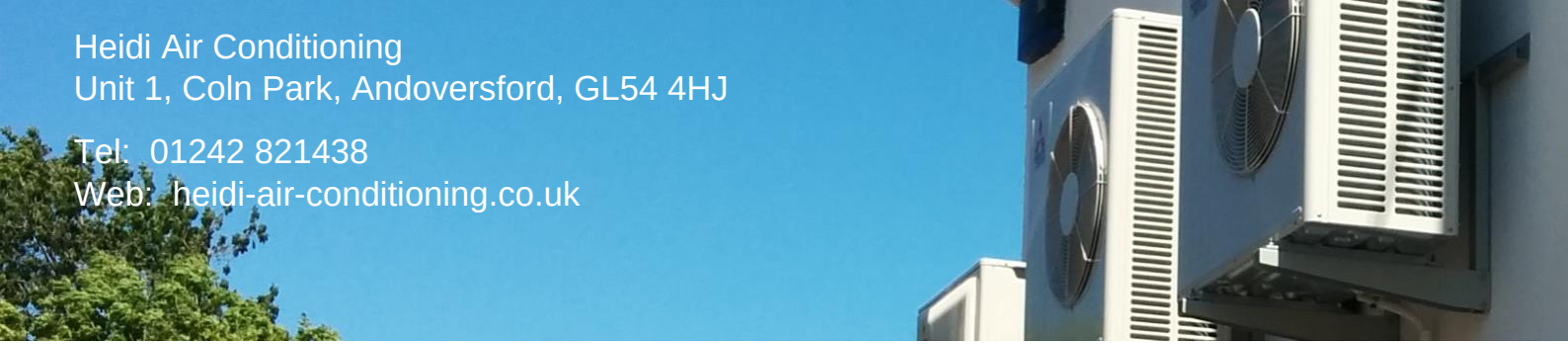
**10. Customer Obligations**

i. The Customer shall not permit anyone (including the Customer) other than the Installer to interfere with the Installation or any part of it. Interference with the Installation may invalidate a future warranty claim.

ii. For a roof-mounted system, the Customer is responsible for confirming the structural integrity of the roof structure and for any acoustic assessment, which may result in measures to minimise sound transfer from the installed equipment through the building fabric. If required, the Installer can instruct a structural engineer to carry out a roof survey. Professional fees for confirming the integrity of the roof structure, and any strengthening works required, shall be the responsibility of the Customer.

iii. The Customer is responsible for finding out whether planning permission is required, and shall obtain all necessary planning permissions and consents for the Installation.

iv. The Customer shall notify the Installer as soon as practicable after any defect in the Installation appears, and shall permit the Installer to take such steps as it thinks fit to remedy the defect.



v. The Customer shall be solely responsible for applications for any grants, subsidies or similar. The Customer shall confirm eligibility before the Installation starts and shall inform the Installer of any specific requirements, including but not limited to metering for payment.

vi. The Customer shall be responsible for:

- upgrades to the incoming electrical supply if it is inadequate or if required by the District Network Operator (DNO); and
- provision of compliant electrical supplies for the equipment, and upgrading of existing consumer units and earthing if required.

**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, with no parts provided), up to 14 days after the day You accept the Contract. This is Your “cooling off period”. 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. Notice of cancellation will be treated as served as soon as We receive it or, for electronic communication, from the date it is sent to Us. 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 at Your Premises; a restocking fee of 25% for equipment purchased; and any applicable payment processing fees.

ii. We reserve the right to cancel the Contract if We have good reason. Any deposit paid by the Customer shall be refunded less reasonable costs, including but not limited to: labour for any work already carried out; and any equipment or materials already installed at Your Premises. We may charge a restocking fee if Our suppliers charge one to Us for the return of equipment.

**12. Force Majeure**

i. Any failure by the Installer to perform any of its obligations because of any cause beyond the Installer’s control shall not be a breach of this Contract.

**13. Governing Law and Jurisdiction**

i. This Contract is governed by the laws of England and Wales, and the parties submit to the jurisdiction of the courts of England and Wales.