

HEAT COOL PROS

TERMS & CONDITIONS OF BUSINESS

1. General

These Terms and Conditions apply to all quotations, estimates, works, services, repairs, maintenance, installations and projects undertaken by Heat Cool Pros.

By accepting a quotation, estimate, invoice, booking or allowing work to commence, the customer agrees to be bound by these Terms and Conditions.

2. Quotations

All quotations are valid for 30 days unless otherwise stated. Quotations are based on information available at the time of survey or enquiry. Any additional works, variations, unforeseen issues or customer requested changes may result in additional charges. Quotations do not include work not specifically detailed within the quotation.

3. Deposits and Payments

A deposit may be required before work is scheduled, materials are ordered or equipment is purchased. For installations and larger projects, a deposit of up to 50% may be required. The balance shall become payable immediately upon completion unless otherwise agreed in writing. Heat Cool Pros reserves the right to suspend work where payments are overdue. Ownership of supplied goods and materials remains with Heat Cool Pros until full payment has been received.

4. Late Payment

Late payments may incur interest and recovery costs in accordance with applicable UK legislation. The customer shall be responsible for all reasonable costs incurred in recovering overdue amounts.

5. Customer Responsibilities

Customers shall provide safe and reasonable access, disclose hazards, ensure required utilities are available and protect valuable items near the work area. Heat Cool Pros shall not be responsible for delays caused by lack of access or customer-related issues.

Heat Cool Pros shall not be responsible for damage arising from concealed services, hidden defects, inaccessible areas or information not disclosed by the customer prior to commencement of works.

6. Missed Appointments and No Access

Where an engineer attends and cannot gain access, or the appointment is cancelled without reasonable notice, Heat Cool Pros reserves the right to charge for lost time, travel and administration costs.

7. Variations and Additional Work

Any work requested outside the agreed scope may be charged separately. Additional work will be discussed with the customer before proceeding wherever reasonably practicable.

8. Materials and Equipment

Materials and equipment ordered specifically for a project may be non-returnable. Where a customer cancels after materials have been ordered, reasonable costs already incurred may be deducted from any refund. Manufacturer warranties are subject to the manufacturer's terms and conditions.

9. Customer-Supplied Equipment

Heat Cool Pros accepts no responsibility for the performance, suitability, compatibility or warranty of customer-supplied equipment. Any warranty provided by Heat Cool Pros shall apply only to workmanship and not to customer-supplied products.

10. Repairs and Fault Finding

Fault finding and repair work is carried out using reasonable skill and care. Older systems may contain multiple faults. Identification or repair of one fault does not guarantee that additional faults will not subsequently arise. Heat Cool Pros cannot guarantee repair success where equipment is obsolete, poorly maintained, damaged or beyond economic repair.

11. Gas, Air Conditioning and HVAC Systems

All work shall be carried out in accordance with current regulations, industry standards and manufacturer instructions. Where safety concerns are identified, Heat Cool Pros reserves the right to disconnect, isolate or make equipment safe in accordance with legal obligations. Additional remedial works identified during inspection or testing may be quoted separately.

12. Subcontractors

Heat Cool Pros may engage suitably qualified subcontractors to carry out specialist works where necessary. All subcontractors shall be expected to maintain appropriate qualifications, competence and insurance.

13. Workmanship Warranty

Heat Cool Pros warrants its workmanship for a period of 12 months from the date of completion unless otherwise stated. This warranty does not cover normal wear and tear, lack of maintenance, misuse, accidental damage, third-party interference, customer-supplied equipment, manufacturer defects or existing faults not related to the work undertaken.

Any workmanship warranty shall be suspended whilst any invoice or amount due remains unpaid.

14. Limitation of Liability

Heat Cool Pros shall not be liable for indirect, consequential or economic losses arising from delays, equipment failure or circumstances beyond its reasonable control. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability that cannot legally be excluded under UK law. Any liability shall be limited to the value of the works carried out unless otherwise required by law.

15. Force Majeure

Heat Cool Pros shall not be liable for delays or failure to perform obligations due to circumstances beyond its reasonable control including extreme weather, supplier shortages, utility failures, industrial disputes, illness, government restrictions and transport disruption.

16. Cancellation

Customers may cancel works by providing reasonable notice. Where materials have been purchased, equipment ordered or labour committed, Heat Cool Pros reserves the right to recover reasonable costs already incurred. Any refund shall be subject to deductions for committed costs, ordered materials and completed works.

Where applicable, consumer customers may have statutory cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

17. Complaints

Any concerns should be raised with Heat Cool Pros as soon as reasonably possible. Heat Cool Pros will endeavour to investigate and respond fairly and promptly.

18. Data Protection

Customer information will be handled in accordance with applicable UK data protection legislation and the Heat Cool Pros Privacy Policy.

Heat Cool Pros may retain photographs, videos, commissioning records, service records, quotations, invoices and communication records for warranty, insurance, regulatory, legal and

dispute resolution purposes.

19. Governing Law

These Terms and Conditions shall be governed by the laws of England and Wales. Any disputes shall be subject to the jurisdiction of the courts of England and Wales.

Contact Information

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Approved by: Heat Cool Pros Management

Gas Safe Register No: 940778

F-Gas Registration No: FGAS3026159

Document Version: 1.1

Review Frequency: Annually