HJM AIR CONDITIONING

TERMS AND CONDITIONS

1) REGULATION

The contract of sale or service between the parties shall be governed by these conditions. No other terms or conditions except those which may be implied by law or statute shall be of any effect unless the same are expressly agreed in writing by the parties.

2) QUOTES & CHARGES

a) The quoted price is valid at the time of quotation but may have increased if your order is placed later and in any event is always subject to installation taking place within 14 days of the contract. We will always inform "you" the customer. The quoted price for hourly rates shall be provided for the customer before the work on site commences. The price of any equipment and resources used by us will be invoiced upon job completion and are charged at current rates set by us the supplier.

b) Upon completion of work i.e., Installation, Maintenance or Call out, a job sheet will be completed by the engineer who has attended site which will be then offered to the person in charge on site or an authorized person with an obligation to sign agreeing to the works undertaken and time on site as true.

c) We have quoted the cost of installing, maintaining or repairing Air Conditioning or Refrigeration equipment as discussed with you. Once a quotation is accepted, we agree to install, repair or service
the equipment to the maximum of our capability and the full potential of your systems being repaired/diagnosed on the terms set out in these conditions.

d) The acceptance of a quotation for Goods and/or Services by the Supplier constitutes an offer by the Client to purchase the Goods and/or Services specified in it on these Conditions and is deemed liable to pay for all services. No offer placed by the Client shall be accepted by the Supplier other than;

i. By an acknowledgement of order being issued by the Supplier; or

ii. (if earlier) by the Supplier delivering the Goods or starting to provide the Services when a request for the supply and purchase of those Goods and/or Services on these Conditions will be established.

iii. "We" HJM Air Conditioning endeavour to give the best advice regarding repairs to our client's Air Conditioning or Refrigerated assets before major works are done after diagnoses has been performed on site. We may advise in some circumstances to replace systems without any more diagnoses as some systems may be adverse or critical. Or we may advise to proceed with repairs but will always give a probability of failure even after repairs. In such cases, "you" the customer are still liable to pay for all our on-site time and any PARKING / CONGESTION charges. We do not accept any excuse for non-payment and take matters such as this very serious.

3) HOURS

All work set out in the quotation will be carried out during normal working hours, which are 08:00-17:00pm Monday to Friday, unless otherwise stated. Access to your premises is required while work is in progress. Additional costs may be incurred if: -

a) An engineer has attended customer site before 16:00 but exceeds 17:00, the customer will be liable to pay overtime rates. This may be wavered only by goodwill and under our company director's discretion and is most cases is the case.

b) Variations or additions not stated before commencing of undertaken works which we find to be necessary, and which could not have been identified when the original quotation or survey was given.

c) For any reason we cannot gain access to site, resulting in delays or we have been called out and a cancellation is made, if an engineer has or has not reached site yet. Agreed work is postponed after a cancelled call out, altered specifications and on-site cancellations of works. You will still be charged as normal which will be 1-hour compulsory plus any time thereafter spent on site and/or any other charges that apply such as Congestion charge & or Parking.

d) You cancel your installation without giving us 48 hours' notice. In all these cases we will explain to you the reasons for the additional costs and will agree with you in advance what the additional costs will be.

e) If an Installation takes place and is semi or fully installed but the customer decides to change their mind about specification and systems, please note that we have a **no returns policy** on all equipment and will be re charged for a re-quotation of different specification or systems. The original quote cost for labour may vary according to the specification. You, the customer will be liable to pay in full the original agreed amount of a fully installed, tested & commissioned system/s despite a change of mind. You the customer will be liable to pay an amount invoiced by us if a system is semi installed. Invoice/s will be worked out accordingly. Additional charges will also apply to installations where works are delayed because of client error.

4) MAINTENANCE FOR CONTRACT HOLDERS AND ONE-OFF VISITS

a) The company will not accept liability for delays outside its control, including fire, war or adverse weather/traffic conditions. If this situation should arise, we will advise you of an alternative service/fitting date.

b) All units under Maintenance contract of HJM Air Conditioning are covered by the time prescribed and agreed upon including agreed contractual rates for breakdowns and parts and resources set at current rates. Abuse of units including vandalism, fire, excessive damage by water, war, extreme ambient temperatures, or riot are not covered by the maintenance contract. In the event of service and repairs becoming necessary because of such causes, the cost thereof shall be charged to the Customer.

c) All Maintenance contracts are signed by both, us the supplier, and you the buyer with a maintenance contract which will include your asset list, agreed costs and terms of service. Payment terms of contract to be agreed with us including service interval dates. Any evidence of another contractor having performed works on any asset covered by us shall automatically make our contract agreement void. No compensation of remaining service shall be expected by us the supplier. Cancellations of contracts should be made to us in writing.

d) Times and dates are variable and will be booked according to customer request. PPM maintenance will usually be pre-booked in advance or when possible.

e) Payment of PPM maintenance contracts are usually payable in full unless otherwise agreed and accepted by our company Director.

f) All lubrication and cleaning materials shall be included in a PPM visit.

g) We provide maintenance to non-contract holders. Maintenance to non- contract holders or one-off clients, do not have contractual conditions.

5) INVOICING, PAYMENTS AND LATE PAYMENTS

a) The balance is due on completion of the work, and a maximum time length of 30 days is allowed before submission of payments. HJM Air Conditioning will notify you the buyer before work commences so it is clear to you. Any payments submitted after the agreed date will be liable to pay a late payment fee. Our payment methods accepted are;

i) BACs

ii) Mastercard, Visa card payments

iii) Cash

b) Late payments are applied with a late payment fee which is charged at 2% per year of the outstanding balance calculated daily. These charges will immediately apply when an invoice becomes overdue to cover costs of administrative time. Only under our company director's

acceptance and discretion, may an invoice late payment fee be wavered.

c) We reserve the right to reject any excuse for non-payment and will exercise full duty to recover all owed monies including interest. We will be polite in requesting owed monies but will resort to deploying our certified recovery experts in events where either lack of communication/avoidance or any rightfully owed invoice has not been paid. Once a final notice has been raised with the added late payment fee, the client has 72 hours to make a payment to avoid further action unless agreed in writing. If this is not paid it will be passed to our debt collectors who will recover our costs and additional charges using the **Late Payment Demand Interest** which is calculated at 8% above the current Bank of England base rate per annum, plus any compensation, court and collection fees.

d) The Client shall be liable to pay to the us the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract or agreement.

e) The total price for the Goods and/or Services are due in pounds sterling on the date of the invoice.

f) All amounts due to HJM Air Conditioning shall be paid in full without any retention, deduction or withholding. Client shall not be entitled to assert any retention, credit, set off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

g) Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier the full overdue amount including late fee on the due date, the Supplier may:

- **i.** Pass the unpaid debt to our debt collectors who will recover our costs and additional charges using the **Late Payment Demand Interest** which is calculated at 8% above the current Bank of England base rate per annum, plus any compensation, court and collection fees.
- **ii.** Apply to County court or High court to recover all costs. Court & solicitors fees apply. If such an occurrence should happen your company may be defaulted with a CCJ.

6) INFORMATION

Information you provide or we hold may be used by us or by our agents. All site visit addresses including commercial and residential that are emailed to us are kept confidential and are not distributed to any third-party companies or agencies for sales purposes.

7) CONTACT

These terms and conditions, together with the information overleaf are intended to set out the whole agreement between both parties. If you have any queries, please contact HJM Air Conditioning, on **07903636987.**

8) INSTALLATIONS

All systems remain the property of HJM Air Conditioning, until paid for in full. Payments of Installations are agreeable with a deposit of the job being paid for upfront and remainders upon completion unless otherwise stated by HJM Air Conditioning. Deposits will be clarified at the time of quotation. Late payment fees also apply to installation also, if payments have not been paid or are submitted late, a late payment fee will be applicable which is charged at 2% per year of the outstanding balance calculated daily and will be added to the final bill.

a) Any obstructions, i.e. Televisions, Furniture, and Computers etc should be moved prior to installation. If in the event this has not been possible, our engineers will move any items obstructing access, but whilst taking reasonable care, neither they nor the Company will accept any liability for damage. HJM Air Conditioning agree to remove major debris and particles caused by drilling and other construction work after an installation of equipment's but will not offer a deep cleaning service after any installation such as mopping of floors.

b) HJM Air Conditioning will install systems to a high standard & all quoted equipment to the best of our ability. We will always advise our customers the recommended equipment for a project, however if the customer requests a more budget option than quoted and is not entirely satisfied after job completion, we will not be held responsible for their choice. These may include things such as an undersized unit for an area space that is unable to provide correct sufficiency, sound pressure reduction, physical appearance of a unit placed in an area requested by the customer. The specifications of all equipment's are given to us by our suppliers

c) Prior to Installation all unit specification will be verbally and/or written to the customer, also details & photographic imagery will be sent to the client for their information and satisfaction of knowing what systems will look like and consist of. If an Installation takes place and is semi or fully installed but the customer decides to change their mind about specification and systems please note that we have a **no returns policy** on all equipment and will be re charged for a re-quotation of different specification. The original quote cost for labour may vary according to the specification. You the customer will be liable to pay in full the original agreed amount of a fully installed, tested & commissioned system/s despite a change of mind. You the customer will be liable to pay an amount invoiced by us if a system is semi installed. Invoice/s will be worked out accordingly.

d) Additional charges may also be applied to final invoice after installation of equipment if;

- **i)** During Site survey, specification is not fully visible & alterations are essential.
- **ii)** System retro-fits or replacements call for alterations during work that may be unforeseen.
- **iii)** Client loses or accidently misplaces any equipment or system accessory which was delivered to site.

e) Additional charges will apply to installations where works are delayed as a result of client error. This will fall under our hourly charges as standard until we can gain access, despite if an installation has been paid for. You will be billed separately. If installation works are postponed to a date differing from original date to a weekend or bank holiday you may also incur further charges.

f) Unless specifically stated the following items are all excluded in your installation;

- **i)** Local authority/Landlord Consent or fees
- **ii)** Any making good or redecoration.
- **iii)** Any lifting/access equipment.
- **iv)** Any carpentry or building works of any kind.
- **v)** Diamond drilling.
- **vi)** Provision of electrical supply & mains connection (unless we have specifically quoted for this).
- **vii)** Electrical Certification.
- **viii)** Fitting of exterior louvers and attenuated panels.
- **ix)** Any out of hours works.
- **x)** Craneage.
- **xi)** Any item not specified.

9) CALL OUT FEES & REPAIRS/DIAGNOSES (normal time: 08:00 to 17:00 hrs)

a) We do charge a **'Call out fee'** depending on the day and/or time you wish for us to attend. We do start charging **'on site charges'** (stated above in section 3) as soon as our engineer's vehicles have reached your place of business/residence. Parking, toll and Congestion charge are all charged to our customers. Call out fees and on-site charges still apply to maintenance contracts but at a reduced fee, under the

conditioning that they are regularly serviced however congestion charge and parking may be applicable at full price.

b) To attend in the event of an involuntary stoppage of the equipment and to make such repairs or adjustments as may, in the Company's opinion be necessary to obtain satisfactory operation and charge. The cost of any replacement parts involved shall be charged to the Customer by our hourly rates.

c) We will charge you a minimum of 1 hour at current rate, and 2 hours outside our normal working hours, which is compulsory even if the engineer has diagnosed or fixed a system within 15 minutes (example) or less of being on site, delays on site or other issues such as security. The hourly charges are not negotiable once agreed and an engineer has been deployed. After the 1-hour period, or 2-hour period outside normal working hours, the hour rule applies and is set at current rate with the same terms as the 1st.

d) Should it be found necessary because of attending engineers' inspections to replace/order/use any parts such as oil, oxygen free Nitrogen, refrigerant, cleaning chemicals, fan motors, valves etc the cost of such materials will be charged to the customer at current price list. Equipment used are not negotiable with price.

e) Should it be found that some equipment is necessary in order to carry out task on day of booking with engineer on site, and if job is critical, we would advise client of cost of equipment and if the engineer can get it the same day and return to site, all our time is chargeable without any retention meaning from site to supplier and supplier to site again.

f) "We" HJM Air Conditioning endeavour to give the best advice regarding repairs to our client's Air Conditioning or Refrigerated assets before major works are done after diagnoses has been performed on site. We may advise in some circumstances to replace systems without any more diagnoses as some systems may be adverse or critical. Or we may advise to proceed with repairs but will always give a probability of failure even after repairs. In such cases, "you" the customer are still liable to pay for all our on-site time, any equipment used, PARKING, TOLL and/or CONGESTION charges.

10) OUT OF HOURS CALL OUT, WEEKEND AND BANK HOLIDAY FEES

a) Our company can attend an emergency if we agree with 'you' the client. Time to get an engineer on site may vary and any attendance will be subject to an engineer being made available by our company to establish a site visit.

b) Any parking or equipment used are chargeable at current rates.

11) WARRANTY FOR REPAIRS

We will always carry out repairs to the best of our ability and to a high standard, therefore for repairs that are successful, we give a 12-month warranty period with conditions. The Conditions are as set below;

a) That the system/s we have rectified is/are not tampered with by the client or any other engineering company.

b) No physical damage is done by events such earthquakes, gale force winds or other natural disasters.

c) If we are called out to a fault for previously rectified system/s and it is found that other components not relating to our work have Wear and tear or have failed, then this will not be covered.

12) WARRANTY FOR INSTALLATIONS

Installations works carried out by HJM Air Conditioning come with warranty. Our installations carry a 1-year installation warranty with conditions. If any installation ancillary should fail due to engineering fault within the 1-year period, which is not likely, HJM Air Conditioning agree to attend for free and eradicate the issue at our own expense. If, however it is found that some (not all) equipment may be defective and found to be a manufacturer fault and not an installation fault, our time on site is chargeable to amend, de-assemble any such faulty equipment. Most manufacturers have their own warranty on ancillaries and equipment and an investigation or diagnoses may be made or faulty equipment sent back to the associated supplier for any warranty issues for further diagnosis or respective replacements.

13) DELIVERY OF GOODS

a) Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at the Supplier's address. The Client shall take delivery of the Goods on the date that the Supplier notifies the Client that the Goods are ready for delivery.

b) Any dates specified by the Supplier for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

c) Subject to the other provisions of these conditions the Supplier shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Supplier's negligence), nor shall any delay entitle the Client to terminate or rescind the Contract.

d) If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or the Supplier is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorizations:

- **i)** Risk in the Goods shall pass to the Client (including for loss or damage caused by the Supplier's negligence);
- **ii)** the Goods shall be deemed to have been delivered; and
- **iii)** the Supplier may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

e) Clients shall be held responsible for any missing delivered equipment and or stored accessories or installation materials left on site during works. During installations, we always ensure our suppliers have correctly delivered the right equipment including quantities. All delivered equipment, systems or ancillaries are audited on arrival by the admin team who liaise with onsite engineers. If any equipment does go missing due to a lack of negligence or misplacement by recipient, you will be charged for replacements and may reflect your final invoice.

Note: You hereby acknowledge our terms & conditions and are legally bound by our terms set as above. Amended Monday 4th November 2024.