



## **TERMS & CONDITIONS**

### **1. Application of These Terms**

These Terms & Conditions apply to all quotations, design services, installations, commissioning, servicing, maintenance, repairs and supply of equipment carried out by Climateair Solutions Limited. These Terms apply to both residential consumers and commercial clients. By accepting a quotation (by email or online), paying a deposit, or instructing works to proceed, the Client agrees to be legally bound by these Terms.

### **2. Formation of Contract**

A binding contract is formed upon written email acceptance, digital approval via our online quotation system, payment of deposit, or instruction to proceed. Quotations are valid for 30 days from date of issue unless otherwise stated in writing.

### **3. Design Services**

Where we provide design services, we shall exercise reasonable skill and care consistent with a competent HVAC contractor. We do not guarantee absolute temperature, acoustic or environmental performance unless expressly agreed in writing. We may rely upon information supplied by the Client and are not liable for inaccuracies arising from incorrect or incomplete information.

### **4. Scope of Works**

The Works are limited to those described in the accepted quotation. Unless expressly included, quotations exclude electrical mains upgrades, structural alterations, builder's works, redecorating, crane hire, scaffolding, planning permission or landlord consent.

### **5. Electrical Supply**

Provision of adequate electrical supply including isolators and mains upgrades is the responsibility of the Client unless expressly included. We are not liable for performance issues or damage caused by unstable or inadequate electrical supply.

## **6. Pricing & Project Duration**

All prices exclude VAT unless stated otherwise. Where a project extends beyond 30 days and equipment has not been delivered within that period, we reserve the right to adjust pricing to reflect manufacturer or supplier increases.

## **7. Payment Terms**

Installations require a deposit (typically 30–50%) before equipment is ordered. The remaining balance is due upon practical completion unless agreed otherwise in writing.

## **8. Late Payment**

Late payments may incur statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998. We reserve the right to suspend works and withhold documentation for overdue accounts.

## **9. Delivery, Risk & Storage**

Risk in all Goods passes to the Client upon delivery to site. The Client is responsible for secure storage and insurance. We are not liable for theft, loss or damage after delivery. Theft does not remove the Client's obligation to pay in full.

## **10. Retention of Title**

Ownership of all Goods remains with Climateair Solutions Limited until full cleared payment is received. In the event of non-payment, we reserve the right, upon reasonable notice, to enter the premises peacefully and lawfully to recover unpaid Goods.

## **11. Maintenance & Warranty Conditions**

Annual maintenance must be carried out in accordance with manufacturer recommendations to maintain warranty validity. Failure to maintain systems may invalidate warranty claims.

## **12. Drainage & Condensate**

We are not responsible for blocked drains, condensate overflows or water damage resulting from lack of maintenance or external drainage failure.

## **13. Repairs**

Diagnosis represents professional opinion and does not guarantee successful repair. Labour and materials are chargeable regardless of outcome.

## **14. Warranty**

Installations carry a 12-month workmanship warranty. Repairs carry a 6-month warranty on repaired components only. Warranty excludes misuse, lack of maintenance, third-party interference, electrical faults and normal wear and tear.

## **15. Consumer Rights**

Nothing in these Terms affects statutory rights under the Consumer Rights Act 2015. Residential clients have a 14-day cooling-off period under the Consumer Contracts Regulations 2013.

## **16. Limitation of Liability**

Total liability is limited to the lower of the contract value or £2,000,000. We are not liable for indirect or consequential loss. Nothing excludes liability for death or personal injury caused by negligence.

## **17. Insurance**

We maintain Public Liability, Employer's Liability and Professional Indemnity Insurance (£2,000,000 limit).

## **18. Force Majeure**

We are not liable for delays caused by events beyond reasonable control including supplier shortages or extreme weather.

## **19. Data Protection**

We comply with UK GDPR and process personal data solely for contract performance and legal compliance.

## **20. Governing Law**

These Terms are governed by the laws of England and Wales.