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Personal information we collect from you is disclosed:

- To entities that required are required or authorized by or under law to disclose such information such as; law enforcement agencies, investigation agencies, courts or government bodies.
- To professional contractors we may be associated to regarding systems we may use for solely our promotion benefits, such as IT, Graphic Design, Marketing systems.

## **Changes of Terms and Conditions:**

We reserve the right to update, modify, add, delete and make corrections to the website at any time without notice.

## **Videos on site:**

Videos in Blogs may have been resourced from YouTube and other multimedia websites. We are not responsible for the removal/edit or content that is uploaded from these resourced sites.

## **Split System Contract:**

### **ACCEPTING OF TERMS:**

The quote is subject to our Service Terms and Conditions of Trade.

The quote is effective for thirty (30) days from the date received and thereafter the offer is deemed withdrawn.

You can accept the quote by signing and returning a copy of the contract or confirming acceptance by email and paying the deposit amounting to the cost of your air conditions, or an agreed value.

We cannot take responsibility for any damage or performance related problems caused by ingress of any foreign matter or person, animal or plant or part thereof, vandalism, accident, flood, fire, lighting strike, negligence or any other external source or act of God.

In the event of heavy rain etc. installations may have to be re-scheduled due to safety regulations or structural constraints. If this is the cause, we will inform you on the day (or prior if possible) and an alternative installation time/date will be arranged.

Our split-system units are installed and measured to the standard of the installation technician present to comply with industry installation and warranty standards. If, for any reason, you would like the unit installed at a non-standard height/ position, please have someone present on the day to discuss/oversee and sign-off on the work.

## **WARRANTY – MANUFACTURER DEFECTS:**

The manufacturer of a new air conditioner unit will provide a five (5) year manufacture's standard warranty (extended warranties available).

The manufacturer of new water pumps may provide a one (1) year manufacture's replacement warranty (condensate pump).

We are not responsible for manufacture's defects or the warranties provided by those manufactures and are entitled to charge for labour costs of work associated with a manufacture's defect including call out fees.

Notwithstanding the above, we have given careful consideration to all equipment recommendations we make.

## **WARRANTY – INSTALLATION:**

We grant a one (1) year warranty for our installation work within the installation scope, extended to five (5) years if you engage us annually to service the installed air conditioning unit (does not include any refrigerant or refrigerant leaks after 12 months.)

We grant three (3) month warranty on refrigerant gas in respect of re-gassing of air conditioning units.

## **INCLUSIONS:**

The following services are included in the contract price:

- (a) Supply of chosen split-system air conditioning system (if required);
- (b) Installation of pipe/ductwork and interconnecting electrical/ control cabling between all equipment supplied by us. Up to 3m (standard)
- (c) Refrigerant pipework (all systems incorporate the latest refrigerant R410A, R32 etc.);
- (d) Full commissioning;
- (e) Electricity installation:
  - i. Independent hardwire over 4.4kW (up to 20m maximum) to the metre box including 20-amp circuit breaker and isolator switch.
  - ii. Outdoor manual isolator switches (to safety turn off during maintenance).
  - iii. Local air conditioning circuit within 2m of the outdoor unit can be used for single split systems up to 4.4KW. If this circuit does not have adequate power available and a RCD safety switch then a separate circuit will have to be installed at the switchboard \$125 incl. GST includes isolator switch. (Providing there is room in the switchboard for additional circuit.
  - iv. Any circuit which we cannot run through a ceiling cavity will have to be surface mounted on the wall, may vary depending on your situation and also additional cost may apply.

- (f) Outdoor unit compressor can be installed in five ways:
- i. Directly on the concrete area
  - ii. On a wall bracket (\$120 incl. GST)
  - iii. On rubber feet (\$25 incl. GST)
  - iv. On poly slab (\$75 incl. GST)
  - v. On roof or roof bracket (\$185 incl. GST)

## EXCLUSIONS:

The following services are excluded & may cause delay on completion times:

- (a) We cannot control the colour of the unit; it is as supplier issued;
- (b) Additional pipework (over 3m is ~\$45/per metre)
- (c) Painting, re-decorating or general carpentry i.e. patching from removal of units, boxing in ductwork, plaster work and/or building structural work etc. (if required); can be arranged.
- (d) Installation of condensate pump/s where gravity drainage is not possible (from \$300 incl. GST extra);
- (e) Penetrations through structures containing asbestos-walls to be checked for asbestos; client to have hole/s cut (if required);
- (f) Access to routine maintenance and service (standards services start at \$140 incl. GST for a split system unit.)
- (g) Core drilling or any other non-standards penetrations (starting from \$220 incl. GST);
- (h) Any variations from the above and/or work not specified in this recommendation;
- (i) Water Pumps (starting from \$350 incl. GST)
- (j) Electrical work not expressly specified in 'inclusions',
- (k) Switchboard upgrade (if required)
- (l) Consumer mains upgrade/ three-phase power upgrade (if required); and meters upgrade
- (m) Duct lifter hire - \$220 incl. GST

## WATER PUMPS:

These are an automated water pump, with a self-automated floater. We use mini drainage, which is one of the highest quality brands on the market. Water pumps may vibrate and cause some noise during operation.

## OTHER CONSIDERATIONS:

Whilst all care is taken to provide the most accurate quote via email/phone, minor changes/additions according to your personal circumstances may sometimes be involved on the day. Any changes are discussed with you at the time of the installation, and there are no obligations to accept these. In minor cases the installation may have to be re-scheduled to the next available appointment. Our installers will always strive at the given time to avoid any inconvenience to you; however, they may at times be delayed due to previous appointments or by other unforeseen circumstances. If this becomes the case, we will inform you at the earliest time we can.

## **VARIATIONS:**

The Work under this Contract may be varied by way of an increase, decrease or substitution of work under this Contract agreed between the Contractor and the Owner provided that the details of the variation are put in writing signed by both parties. The parties' consent to contracting by email pursuant to the Electronic Transactions Act (Queensland) 2001 for this purpose.

Either party may give to the other written notice requesting a variation of the work under this Contract.

The Contractor must give the Owner a readily legible signed copy of the variation document as soon as practicable (but within 5 business days) after the variation is agreed.

## **SUBCONTRACTING:**

The Contractor may subcontract parts of the work under this Contract to appropriately licensed tradespersons.

If the Contractor subcontracts parts of the work under this Contract, the Contractor must make reasonable enquiries to ensure the tradesperson is appropriately licensed.

## **PAYMENT TERMS:**

A deposit (of 30% or as agreed) is due and payable upon acceptance and for confirmation of this quote, and before commencement of any work. Upon (or prior to, if desired) completion of the work, final payment is due and payable on the day of completion either by cheque, cash, VISA/Master Card (surcharge of 2.6%).

All invoices are emailed upon acceptance to a specified email address unless unavailable, in which case these are then mailed to an appropriate home/PO Box address. Default interest of 25% per annum will apply to late payments, accruing on daily balance of the amount outstanding; will be incurred on the remaining balance of the invoice if left unpaid after completion of work, Where commissioning of your equipment is delayed due to circumstances outside our control, up to 75% of the final payment will become due for payment upon practical completion. All materials and equipment provided remain ours until payment is received in full.

## **SPECIFIC DISCLAIMERS:**

We are not liable for asbestos dust, pollution or general asbestos-related damages caused by the movement of the material in the course of installation.

We are not liable for unforeseen electrical issues resulting from existing or inadequate works within the building which may arise when installing air conditioning.