



TERMS & CONDITIONS OF CONTRACT

Specialised Heating & Cooling Bendigo | 03 5444 4677 | shcbendigo.com.au

1. Insurance & Workmanship

All workmanship carried out by Specialised Heating & Cooling Bendigo is covered by our Public Liability Insurance, subject to the terms and conditions of the applicable insurance policy.

2. Performance Guarantee

Heating: 0°C outside temperature / 22°C inside temperature.

Cooling: 35°C outside temperature / 23°C inside temperature.

System performance may vary depending on building construction, insulation, windows, doors, room usage and other site-specific factors.

3. Warranty

Unit and equipment warranties are provided in accordance with the manufacturer's warranty terms and conditions.

Specialised Heating & Cooling Bendigo provides a **5-year workmanship warranty** on labour, unless otherwise stated on the quotation.

Manufacturer warranties generally apply to equipment and parts only and are subject to the manufacturer's terms and conditions.

All warranties apply to the original purchaser only and are non-transferable.

Warranties may be void or suspended where outstanding amounts remain unpaid.

4. Warranty Service & Exclusions

A minimum service charge of **\$150.00** applies to service calls where the issue is determined not to be covered by warranty.

Examples of non-warranty issues include:

- User programming or incorrect settings for unit operation.
- Cleaning or maintenance of filters. Filters must be cleaned at least every **3 months** or as recommended by the manufacturer.
- Damage or faults resulting from lack of maintenance, misuse or incorrect operation.
- Ductwork or components that are inaccessible. Where applicable, manufacturer warranty coverage for these items is limited to parts only.

Additional labour, travel and materials required for non-warranty repairs will be charged to the client.

5. Liability

Specialised Heating & Cooling Bendigo accepts liability for negligence caused by our employees or contractors.

Every reasonable care will be taken during installation; however, we will not be responsible for damage to property or buildings resulting from faulty or inadequate construction, pre-existing conditions, lack of maintenance or normal wear and tear.

Particular care must be taken with existing plaster ceilings and walls, timber ceilings and walls, floor tiles, brickwork, roof tiles, asbestos cement sheeting and other fragile or deteriorated building materials.

6. Clearance & Access – Floor and Ceiling Spaces

Adequate access and clearance must be available for the installation of heating, cooling equipment and ductwork.

Where insufficient space or access prevents the installation from being completed as quoted, the deposit may be refunded and the contract cancelled, or additional costs may apply where an alternative installation method is available and agreed to by the client.

7. Council Permits & Approvals

Where council permits, planning approvals or other permits are required, these are the responsibility of the property owner unless otherwise stated in the quotation.

8. Property & Protection of Goods

Ownership of goods remains subject to payment in full in accordance with the quotation and applicable law.

Once goods or materials have been delivered to site, the client or their authorised agent is responsible for protecting them from theft, loss or damage.

Any additional labour or materials required to repair or replace goods damaged, lost or stolen after delivery to site may be charged to the client.

9. Payments

A **50% deposit is required prior to commencement of works**, unless otherwise stated.

The remaining balance is due upon completion of the works, unless otherwise stated.

Where payment is outstanding, works may cease until the account has been brought up to date.

10. Electrical Requirements

Any electrical work, including switchboard upgrades, additional circuits, cabling or other electrical requirements not specifically included in the quotation will be charged as a variation.

Unless otherwise stated, the quoted price allows for a maximum cable run of **30 metres**. Additional cable requirements may incur additional charges.

11. Site Inspection & Acceptance of Order

Acceptance of the quotation is subject to a site inspection by Specialised Heating & Cooling Bendigo within **14 working days** of acceptance.

If, following the site inspection, it is determined that the installation cannot reasonably be completed in accordance with the quotation, the quotation may be cancelled and any applicable deposit refunded.

The quotation is also subject to the availability of suitable access, clearances and site conditions.

12. Maximum Site Visits

Unless otherwise stated, the quotation includes a maximum of **two (2) site visits**.

Additional site visits required due to circumstances outside our control may incur additional charges.

13. Bad Weather

Where wet weather or other adverse weather conditions prevent or delay installation, Specialised Heating & Cooling Bendigo will arrange a new installation date with the client as soon as reasonably practicable.

14. Delays & Unforeseen Circumstances

Specialised Heating & Cooling Bendigo will make every reasonable effort to complete works within the agreed timeframe.

We will not be held responsible for delays caused by circumstances outside our reasonable control, including supplier or manufacturer delays, product availability, inclement weather, vehicle breakdowns or accidents, unexpected staff absence, site access issues or unforeseen site conditions.

Where a delay occurs, works will be rescheduled for the next mutually agreed available date.

15. Deposits & Cancellations

Deposits are generally **non-refundable**, unless otherwise stated in the quotation or where required by applicable law.

16. Variations & Additional Works

Any additional works requested by the client after acceptance of the quotation will be treated as a variation and may incur additional charges.

Any works, materials or site requirements that could not reasonably have been identified at the time of quotation and are subsequently required to complete the project will be treated as a variation.

Where practicable, variations will be discussed and agreed with the client before additional works are undertaken.

17. Quotation Validity

Unless otherwise stated, quotations are valid for **30 days** from the date of issue.

Due to ongoing supplier and material price increases, pricing may be subject to change after the quotation validity period has expired.

18. Inclusions

5-year workmanship warranty.

Manufacturer's warranty in accordance with the manufacturer's terms and conditions.

Certificate of Compliance where applicable.

19. Exclusions

Unless specifically included in the quotation: electrical works; electrical switchboard upgrades; additional electrical cabling or circuits; gas lines or gas works required for the unit; council permits or approvals; building repairs or reinstatement; and works required due to unforeseen site conditions.

Any excluded works required to complete the installation will be quoted separately or treated as a variation.

20. Queries

If you have any questions regarding these Terms & Conditions or the works outlined in your quotation, please contact your Specialised Heating & Cooling Bendigo representative before accepting the quotation.

By accepting the quotation, the client acknowledges that they have read and understood these Terms & Conditions and agree to be bound by them, subject to applicable Australian consumer and other laws.