

## Service/Repairs Terms, Conditions & Fees

ABN: 88 157 854 656 | ACN: 157 854 656

### Standard Service Fees:

- \$160 call out fee.
- +\$89 per split system/wall hung unit.
- +\$99 per ducted or evaporative unit.

### Gas Heater Service Fees:

- \$380 call out and compulsory Carbon Monoxide (CO) and Negative Pressure (NP) testing fees, as per VBA Requirements 2019.
- 1.5-hour appointment booking.

### Repair, Fault Finding Fees:

- \$160 call out fee.
- +\$60 per 30 minutes spent from arrival (first half hour minimum charge).

### Re-Gas Fees:

- \$249 call out and preparation fee.
- +\$200 per kilo of R22, OR,
- +\$80 per kilo of R32, OR, R410A.

### Replacement of Parts:

- Cost of parts as quoted. Return labour free.

1. All prices are inclusive of GST.
2. If Rapid Cold deems that the circumstances have changed from any prior quotations, revision to costs will be required.
3. Payment is due on the day when the service and/or repair is complete. Rapid Cold accepts MasterCard, Visa and Amex (without surcharge when payment is made upon job completion), Cash, or Cheques payable to Rapid Cold Airconditioning Pty Ltd.
4. If the Customer is not at home to make payment to the onsite technician, a call to Rapid Cold's office must be made before the end of the day at 5pm. If payment is not made on the day, an invoice will be issued with an immediate late fee of 5% and a 1% daily fee thereafter.
5. If the booking Customer is not at home at the time of service/repair, but access has been made available by another family member, Rapid Cold will service/repair the unit and any other relevant components as deemed fit by Rapid Cold.
6. If no one is home at the time of service and prior cancellation has not been made, the Customer will be charged the call out fee for attendance.
7. A minimum deposit of 50% must be paid before ordering goods and confirmation of works. Payment must be made without deduction, retention or set-off of any kind. Rapid Cold reserves the right to delay repairs until specified payments are cleared. If prior approval is given by Rapid Cold to make payment after completion of works, full payment must be given at such time. Failure to complete payment will result in interest charges of 1% per day, where payment is not made for more than 2 days.
8. Variation or cancellation of any goods ordered must be agreed in writing. A minimum notice period of 24 hours before commencement of service/repair must be given. Monies paid to Rapid Cold for ordered goods, of any kind, will not be refunded.
9. Custom-made or custom processed goods or goods acquired by Rapid Cold specifically for the Customer will not be returnable. Any goods which are accepted by Rapid Cold as defective may be returned and will be replaced free of charge or be the subject of a credit for the invoiced value. "Free of charge" does not include labour, transport or material costs.
10. If the Customer elects to re-gas a unit, Rapid Cold will not be liable for the loss of gas at any time after the service date. Reapplying gas to a leaking system is not recommended by Rapid Cold Airconditioning, if a sealed system is leaking gas there is undeniably a fault in the system. Therefore, Rapid Cold's recommendation is always to replace the unit, unless the Customer elects to proceed with the re-gas.
11. The Customer is responsible for keeping the site at which the goods and services will be delivered, secure, safe (for the provision of the services by Rapid Cold and its personnel) and free from contamination. Any damage to, or loss from the site of, goods due to theft, vandalism or otherwise, or injury to Rapid Cold personnel, resulting from a failure in whole or in part by the Customer to keep the site safe and secure, will be at the risk and cost of the Customer.
12. In the course of Rapid Cold delivering the services and goods, the site may suffer minor contamination from such things including, but not limited to, dust etc. While Rapid Cold will endeavour to clear the site of refuse caused by it, Rapid Cold will not be liable to the Customer in any way for such refuse or materials left behind.
13. The Customer is responsible for the costs of returning any affected surfaces to their original condition.
14. The Customer agrees that Rapid Cold is not the manufacturer of any goods and Rapid Cold shall not be liable to any party as a manufacturer, including delivery times of any goods ordered.
15. Rapid Cold is an installation and service/repair company only and the job is considered complete at the time the service/repair process is finished. This is irrespective of whether the goods are fully functional or in need of servicing under the manufacturer's conditions, and the Customer agrees not to withhold any payment if further servicing is required.
16. Rapid Cold may subcontract all or any part of the provision of goods and/or services.
17. Goods are sold subject to any manufacturer's trading terms and conditions and are covered (if at all) by any manufacturer's warranty applicable thereto. All warranty claims for goods ordered by Rapid Cold are to be made via Rapid Cold to the manufacturer.
18. Property in goods will not pass, on any basis, until payment of all monies owed to Rapid Cold is first paid.
19. Rapid Cold reserves the right to take possession and dispose of goods as it sees fit at any time until full payment is made.
20. Immediately upon delivery the Customer accepts liability for the good/s.
21. The Customer must limit any claim upon Rapid Cold relating to goods, to the cost of replacement of goods or the supply of equivalent goods and relating to services, to the cost of having services supplied again.
22. Rapid Cold will not be liable for any claim arising after 7 days from delivery of goods or performance of services.
23. Rapid Cold will not be liable in any way for any contingent, consequential, direct, indirect, special or punitive damage arising whether due to Rapid Cold's negligence or otherwise and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly.
24. Rapid Cold will not be liable for any claim relating to or arising from any alleged fault or defect, whether caused or contributed to by Rapid Cold, the Customer or any 3rd party or otherwise.
25. Rapid Cold disclaims any responsibility or liability whatsoever relating to suitability for any particular purpose or process. The Customer agrees to check all goods prior to use alteration or any application thereof whether in relation to suitability for any particular purpose, process or otherwise.
26. The Customer indemnifies Rapid Cold against any claim or loss arising from or related in any way to any contract or dealing between Rapid Cold and the Customer or anything arising there from or arising as a result of or subsequent to any breach of these Terms.
27. The Customer will pay all costs and expenses of Rapid Cold, its legal advisers, mercantile agents and others acting on its behalf in respect of anything instituted or being considered as a result of any breach of these Terms or breach of any dealings with Rapid Cold. Any costs associated with recovery of outstanding payments shall be passed on to the Customer.