



Chillin

AIR CONDITIONING PTY LTD

Licence: AU31797 ABN: 75 613 680 845 QBCC Licence: 15025062

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Terms & Conditions

1) CHILLIN AIR CONDITIONING PTY LTD ABN 75 613 680 845 ('CHILLIN AIR') PAYMENT TERMS FOR DIRECT HOME OWNERS:

- For Existing Homes: A minimum deposit of 30% or 40% of the quoted amount including GST is required upfront, with the remaining balance due immediately on the day of completion.
 - For New Homes under construction: A minimum deposit of 30% of the quoted amount incl. GST is required upfront & in advance; then 70% of the remaining balance is due on the day of the rough-in (prior to the installation of plasterboard); and the final balance is due immediately on the day the fit-off (final stage) is completed. Progress payments may apply in other circumstances.
 - Payment terms are Cash on Delivery (C.O.D), unless specified otherwise. In the event that Chillin Air's Payment Terms are not adhered to, any installation warranty offered by Chillin Air can be voided and a late payment administration fee of \$35 plus GST plus interest of twelve per cent (12%) p.a. calculated and accrued daily can be charged on all overdue amounts. Chillin Air reserves the right to disconnect and/or remove its units and equipment if any monies owing are not paid by the due date, as ownership of air conditioning system/s and componentry does not transfer from Chillin Air until full payment is received. Access to your property for recovery of unpaid goods is 24 hours, 7 days a week. Chillin Air can refuse to commence or continue any works until full payment is received, and the Client/Owner is responsible for all debt collection, legal costs, and other expenses and losses incurred by Chillin Air as a result of failure to pay all sums owing by the due date. Chillin Air reserves the right to alter payment terms at any time, including in the event of late or non-payment.
 - Quoted prices are valid for 30 days unless specified otherwise and are subject to these Terms & Conditions and any conditions or exclusions outlined. A signed Job Acceptance form & cleared Deposit must be received at least seven (7) business days prior to the installation. Quoted price/s may vary if not all of the systems quoted are installed. A 1.8% + \$0.25 MYOB surcharge applies to personal Visa and MasterCard payments requested (business and corporate cards are not accepted sorry).
- 2) Chillin Air's receipt of a job acceptance form, verbal instruction to proceed, or receipt of funds will be taken as irrevocable acceptance of the quote & of these Terms & Conditions in full.
 - 3) Systems are designed based on Brisbane ambient external conditions of 32 degrees dry bulb (DB) in summer, 9.1 degrees DB in winter & assumes a minimum of R2.5 rated ceiling insulation with all windows being closed & shaded with curtains or blinds & all doors to non-air-conditioned areas are closed. Lack of ceiling insulation may cause the outlets to 'sweat' and damage the ceiling during very hot weather - Chillin Air is not liable for repairs if such damage occurs.
 - 4) EXCLUSIONS: Unless specified otherwise, costs for the following are excluded from quotes: power supply to outdoor units; concrete pavers or pouring of concrete slabs; electrical mains or switchboard upgrades and other rectification works; air conditioning of bathrooms, laundries, toilets and storage areas (unless specified otherwise), any painting or building works required to accommodate the indoor unit or ducting; core hole penetrations; the removal of any existing air conditioning systems; under-cutting of internal doors (minimum 25mm required for ducted systems); alteration of roof trusses; outdoor unit enclosures or sound-proofing; new access hatches/panels to the indoor units or zones; any works involving asbestos; periodic servicing; bolting down of outdoor units; outdoor unit drains; covering (boxing in) or painting of exposed ducting or equipment; barrier fencing; and scissor lift, working platform and/or crane hire.
 - 5) * WARRANTY INFORMATION: All warranties of air conditioning equipment are covered by the respective Manufacturers, and their terms & conditions can vary. In general, a 5 year Manufacturer parts & labour warranty applies on the majority of ducted and wall split residential air conditioning units, however some parts (including controllers and zone barrels/motors) can have a 1 year parts-only warranty, and ActronConnect Modules have a 2 year parts-only warranty. All works completed by Chillin Air carry a one (1) year Installation Warranty (excluding refrigerant gas) commencing from the date of installation & applying only if full payment is received by the due date. Servicing of air conditioners is not covered under this warranty, and any requests to clean filters or drains, provide user instruction, replace blown fuses or make adjustments to airflows or temperatures etc will be chargeable at current rates. Travel charges for warranties may apply depending on geographical location. If within the warranty period a manufacturing defect is discovered or the item fails to perform as a result of some defect in material or workmanship, some Manufacturer's terms state that they will, at their option, repair or replace the item under warranty, however they will not cover labour costs (to remove and re-install the item) nor travel costs. Chillin Air will not be liable for any labour or travel costs not covered by the Manufacturer. Manufacturer warranty terms can change, so refer to the specific manufacturer's warranty terms & conditions available online, or call the manufacturer direct. If outdoor units are not kept clear of obstructions all around it, any manufacturer or installation warranty will be voided. No warranties apply to server room air conditioners. Installation and manufacturer warranty does not cover environmental impacts such as but not limited to lightning, flood, insects, rodents and reptiles. Installation and manufacturer warranty does not cover deliberate or accidental damages caused by an end user, such as but not limited to collision impacts, stepping on cables/pipes/drains in the roof cavity, pet damage or misuse of any part of the system.
 - 6) Regular system cleaning, servicing & maintenance are the full responsibility of the Owner. As many instruction manuals specify, ceiling and indoor unit filters must be cleaned at least quarterly & condensation drains checked regularly to avoid damage & to ensure warranty validity. Most manufacturers require annual services by a professional air conditioning company otherwise the warranty can be voided.
 - 7) In the event that the specified air conditioning unit or equipment is not available, or a site visit determines that the unit will not fit, Chillin Air reserves the right to reschedule the installation without penalty or to offer a similar unit or equipment with a revision of the original contract. Chillin Air reserves the right to review prices due to changes in taxes, duties, fees or Govt levies that are imposed.
 - 8) Chillin Air requires a minimum of seven (7) days' notice prior to the commencement of works, and a signed Job Acceptance form and deposit must be received first.
 - 9) Unless stated otherwise, ceiling outlets are standard white round moulded diffusers or square multi-directional outlets, and wall registers and return air grilles are also white. Additional costs will apply for different styles and colours of outlets, wall registers and grilles, unless specified otherwise in the quote.
 - 10) Unless otherwise stated, this quote excludes the supply & installation of any materials or equipment required for Fire Shut Down.
 - 11) No works involving asbestos can be commenced by Chillin Air. The Client/Owner must inform Chillin Air prior to the commencement of the job if asbestos may be present anywhere within the property.
 - 12) For homes under construction, the quoted price includes an allowance for two (2) trips to site only - one for the rough-in & another for the fit-off. Any additional trips required the property may incur extra charges. For new homes, Chillin Air must be able to complete the rough-in prior to any installation of plasterboard.
 - 13) Unless specified otherwise, an adequately sized concrete slab or flat paved area needs to be available by the Client/Owner for the outdoor unit to rest on prior to the Fit-off. This will avoid settling & movement which can lead to cracked pipes & loss of refrigerant gas, which are not covered by the installation or manufacturer warranties. Note: Chillin Air can provide concrete pavers (if not specified in the quote) however a variation charge will apply & the Client/Owner must ensure that the ground is level, compacted and at finished height as any movement, cracking of Chillin Air-supplied concrete pavers or pipes, or loss of refrigerant gas is not covered under any warranty. Outdoor units are usually placed on rubber pads and not bolted down to minimise noise transfer.
 - 14) Adequate single or three phase power (as specified in the quote) must be active at the site before fit-off, or additional charges will apply if a return to site is necessary. Unless quoted, any upgrades to single or three phase power or upgrades or work required to the switchboard are the full responsibility of the Owner.
 - 15) Unless otherwise quoted, all building works (for e.g. bulkheads & droppers to access lower floors) are to be completed by the Client/Owner prior to the rough-in, otherwise additional charges may apply should Chillin Air need to return to site. Unless specified otherwise, bathrooms, laundry and toilets will not be air-conditioned.
 - 16) If any foil insulation, steel frames or electrical defects are present in the roof space, Chillin Air reserves the right to turn off all power to the property while work is occurring to safeguard staff and contractors. Where possible you will be notified of this, however Chillin Air accepts no responsibility for food spoilage or any damage caused while the power is off. If an Chillin Air Technician/Electrician identifies a risk in the roof space, including where voltage is deducted therefore rendering the roof space unsafe, Chillin Air may be legally obliged to rectify the issue, the cost of which (including labour & materials) will be payable by the owner. If such repairs cannot be made, the electrician may be legally obliged to notify the energy distributor or the Electrical Safety Office, which could result in all power to the property being turned off until the issue is remedied.
 - 17) Chillin Air must be notified at least 5 business days before the rough-in of any variations/changes requested to the design quoted. Variation charges may apply.
 - 18) Air volumes & temperatures can vary between rooms depending on the zones selected, the position of the sun, amount of glass, the type & effectiveness of window coverings, the ceiling height and whether doors and windows are closed, etc. A constant (if applicable) always operates whenever the system is on. Many systems are designed to work quietly & effectively only when a minimum & maximum number of zones are open at any one time, so please read the quote carefully. Any system over 14kW (other than an Actron ESP Plus) should usually have a minimum of 3 zones on at once. The order and naming of zones is at the discretion of Chillin Air based on the plans and information available, so if owners have a preference they will need to be on-site to advise Chillin Air staff at the time of installation otherwise call-back charges will apply.
 - 19) A full site inspection may be required by Chillin Air prior to the rough-in to ascertain access and/or any issues not obvious on the property plan.
 - 20) Air conditioning designs and layouts quoted are indicative only. Final positions of indoor & outdoor air conditioning units, outlets, return air grilles, wall controllers & sensors may vary on completion. Unless specified or requested by the customer in writing, only 1 set of temperature & zone controls will be installed. Any additional controls quoted must be installed at the same time.
 - 21) Condensation drains will run to the nearest existing gutter or down-pipe wherever possible.
 - 22) Any roof truss or building modifications required to accommodate the quoted air conditioning system are at the expense of the Client/Owner/Builder. Wherever possible indoor ducted units are suspended from the top chords of roof trusses, otherwise a platform is constructed on at least 2 bottom chords to sit the unit on. The Builder must ensure there is a clear passage in the roof space for all air conditioning equipment (including flexible ducting and fittings) as well as the indoor unit.
 - 23) Properties using rainwater for drinking purposes, a variation charge will apply for condensation drain extensions & Chillin Air must be advised of this at least 5 days before starting.
 - 24) This quote assumes that adequate space will be provided for all required air conditioning units, ducting & fittings. Manufacturers' also specify minimum clearances required around indoor & outdoor air conditioning units, which can vary if there is a gas or hot water system nearby - additional charges may apply for the relocation of outdoor units.
 - 25) When holes are cut in VJ and fibrous plaster ceilings to accommodate outlets & grilles, the paint may chip or flake & Chillin Air is not responsible for any re-painting required.
 - 26) After fit-off air conditioning units will be fully commissioned & operational. User manuals & remote controls (where applicable) are always left on-site, usually in the kitchen.
 - 27) Chillin Air provides no guarantees regarding the manufacturer's quoted internal or external air conditioning unit noise levels.
 - 28) Chillin Air is not liable for the warranty or completion of any quoted systems or works if the supplier/manufacturer should become bankrupt or withdraw its products from sale.
 - 29) This quote is based on the Owner having all approvals required by all authorities in place before the installation, including but not limited to all Local Authorities, Council and/or Body Corporate approvals. Any costs for relocating air conditioning units & equipment due to noise, complaints from neighbours, local authorities etc. are the full responsibility of the Owner. Chillin Air recommends you check with local authorities & body corporate managers prior to purchase. Chillin Air shall not be required to furnish at their expense any items of equipment as may be recommended or required by insurance companies, government authorities, body corporates or other authorities.
 - 30) This Agreement and its price and performance, are all subject to delays or inability to complete services due to unforeseen circumstances such as rain, sickness, weather, accidents, scarcity of labour or materials, strikes, lockouts, fire, flood, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government agency, judicial authority, Acts of God or any other cause beyond the control of Chillin Air.
 - 31) Whilst care is always taken, Chillin Air isn't responsible for any nail heads popping or indirect damage such as cracks in ceilings, cornices or brittle / old surfaces that occur during installations.
 - 32) Under the terms of the Manufacturers' warranties, adequate access for the service & maintenance of indoor & outdoor units & zone motors must be provided otherwise a call-out fee & hourly attendance rate, material & equipment charges will apply for service & warranty calls.
 - 33) In no event shall any claim against Chillin Air for consequential damages to property or person be made by the Customer/Owner or Tenant. Chillin Air is not liable for any consequential damage to any person, system, equipment or property resulting from any failures, system defects or malfunctions, power fluctuations or voltage variations &/or failures in either water supply or drain systems, or damage resulting from weather events including water, fire, storms, floods & other natural causes. Furthermore, any damage caused by vermin and other animals (including but not limited to geckos, frogs, wasps, dogs, mice, possums etc.) & the associated repair costs are not covered under any installation / manufacturer's warranty.
 - 34) Installation warranty call-outs will be carried out by Chillin Air representatives from 6.30am to 3pm. Chillin Air is not responsible for back-charges for works completed by non-Chillin Air staff.
 - 35) Chillin Air is responsible for ensuring our Employees & Sub-contractors work safely & within the regulations, however there are obligations on Owners/Clients including, but not limited to, advising Chillin Air in advance of any potential risks to persons entering their property.
 - 36) All work quoted will be completed from 6.30am to 3.00pm, Monday to Friday. Additional charges may apply for work requested outside of these hours.
 - 37) Once roughed-in, any air conditioning materials, units, refrigeration pipe & electrical wiring are considered to have been installed. Should any of these components be damaged, vandalized or stolen, the Client/Owner is responsible for the cost of removal, replacement and re-installation.

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offering the best price, on quality products, with outstanding service."*



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- 38) If the owner is not present or a functioning wireless internet connection is not made available to Chillin Air staff at the time of installing Wi-Fi enabled systems, a \$220 inc GST call-out fee to Brisbane properties applies if a return trip is requested. This call-out fee includes the first 30 minutes on-site only, and additional travel costs will apply for properties outside of Brisbane. Any wi-fi module requested is installed during the commissioning stage and turned on ready for an internet connection, so you will need to contact the wi-fi manufacturer directly with any issues or questions. For detailed set-up instructions or for set-up on multiple devices you will need to contact the manufacturer directly also, as Chillin Air installers are not experts in the particulars of each manufacturer's wi-fi system and the various set-up options across different devices. Most wi-fi modules have a 1 or 2 year parts warranty only, so any call-out and labour costs incurred during or after the warranty period will need to be covered by the owner.
- 39) Chillin Air offers no system performance guarantee on any system or component not originally designed or installed by Chillin Air.



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