



## TERMS AND CONDITIONS

Offers for services from Us, together with these Terms and Conditions [Order], form an enforceable contract upon acceptance by You. It is therefore within Your interest to ensure You are happy with the contents and understand the information contained therein.

All written communication via email should be sent to Our main email address which is [office@bhheatpumps.co.uk](mailto:office@bhheatpumps.co.uk). Alternatively, You can call Us on 01189 333889.

### 1 DEFINITIONS

In interpreting the Contract, the following words and expressions shall have the following meanings hereby assigned to them:

**Berkshire Hampshire Heatpumps Ltd [Supplier, Us, We, Our]:** means Berkshire Hampshire Heatpumps Ltd of Corner House, Office 10, 18-20 West End Road, Mortimer, Reading, Berkshire, RG7 3TF, UK, its subsidiaries, successors in title and delegates from time to time in relation to the whole or any part of its business.

**Client or Customer [You, Your]:** means the person/s or organisation named as such in the Offer.

**Confidential Information:** means all data, reports and other information belonging to the Client and Berkshire Hampshire Heatpumps Ltd which are disclosed to the other in order to execute this Contract.

**Contract [Order]:** means the agreement between the Client and Berkshire Hampshire Heatpumps Ltd for the execution of Works - being the Offer, Written Acceptance of the offer together with these Conditions.

**Contract Charges:** means the sum stated in the Offer as the price payable to Berkshire Hampshire Heatpumps Ltd for the execution of Works.

**Equipment [Parts, Goods]:** means any physical things, such as but not limited to, parts and materials provided and installed by Berkshire Hampshire Heatpumps Ltd.

**Written Acceptance:** means the written acceptance via email or letter by the Client of the Offer.

**Offer [Proposal, Quotation]:** means the Berkshire Hampshire Heatpumps Ltd Proposal or Quotation to which these Conditions are annexed.

**Site:** means the location or locations in which the Works will take place.

**Surcharge:** means costs to be invoiced to the Client, in addition to the Contract Charges.

**Works:** means all services which will be provided and work to be completed by Berkshire Hampshire Heatpumps Ltd or its sub-contractors under the Contract.

### 2 ACCEPTANCE OF OFFER

2.1 The terms of the Offer are open for acceptance by the Client within the time stated therein or, if none is stated, within 14 days from the date of its proposal. After this time, the Offer will be regarded as expired. Should the Client later express interest in proceeding, We reserve the right to provide a new Offer.

2.2 Acceptance of any Offer by the You in writing, is regarded to signify acceptance of Our quotation contents and also acceptance of these conditions. Any oral acceptance shall have no effect until confirmed in writing, which may be by letter or email. Any terms and/or conditions contained or implied in any other written acceptance shall be of no effect unless specifically agreed in writing by Us.

### 3 BASIS OF SERVICE CONTRACT

3.1 The Works include the provision of the following services for a period of twelve months, commencing on the completion date of the Works:



a) Telephone support during normal working hours ((8.30am to 4.30pm - excluding bank holidays) and for emergencies only (24hr) on weekends). Whenever possible, problems will be diagnosed and rectified over the telephone. If this is not possible, arrangements will be made for Us to make a site visit to rectify the problem.

b) Free labour to repair or replace any part which has failed during normal working use. Neglect, misuse or abuse will not be covered.

3.2 The Works excludes the following:

a) Any problem or reconfiguration caused by the introduction or installation of parts or Equipment not supplied by Us.

b) Repairs or replacement of any items not purchased from or by Us.

c) Any parts damaged by the Client due to accident, abuse, neglect, misuse (including failure to follow the manufacturer's instructions), unauthorised modification, including but not limited to, connection and/or addition to the Equipment and peripheral Equipment.

d) Any Equipment damaged due to events such as flood, fire, lightning or power surges.

e) Modification to the Equipment that has been required as a result of mandatory or statutory regulations not in effect at the time of original supply of the Equipment. Berkshire Hampshire Heatpumps Ltd.'s decisions in these matters shall be final and binding on the Client.

f) Issues that arise that are deemed to be due to the age of the system rather than replacement of parts, such as refrigerant blockages from historical residue build up.

#### 4 CHANGES IN COSTS

4.1 Should there be changes to any law of any order, regulation or by-law having the force of law (including any law, order or regulation relating to taxes, levies and duties), that commences after the date of the Proposal and increases the cost to Berkshire Hampshire Heatpumps Ltd to perform its obligations under the Contract, then this increase will be passed to the Client in the form of invoice as a Surcharge and will become payable as per our existing payment terms.

#### 5 DATA PROTECTION

5.1 Neither party shall use any Confidential Information for any purpose other than assisting in the execution of the Works or disclose any Confidential Information without written consent of the other party, to any person other than the persons to whom disclosure is necessary to enable execution of the Works and each party shall use its best endeavours to ensure that such persons comply with these provisions.

5.2 Without prejudice to the foregoing We may, with the consent of the Client, publish any articles, photographs or other illustrations relating to the Customer's requirements and the performance of the Works for the purposes of marketing. Nothing in this condition shall prevent the publication or disclosure of any information that has come within the public domain otherwise than by breach of this Condition.

#### 6 NOTICES

6.1 Any notice or instruction to be given by either party to the other shall be made in writing, via email, or sent by registered post or recorded delivery post to the address of that party as stated in the Proposal.

6.2 A notice or instruction delivered by registered post or recorded delivery post, will be confirmed as received in writing back to the sender and will come into effect on that date.



## 7 CLIENT OBLIGATIONS

### 7.1 The client shall:

- a) Promptly notify Berkshire Hampshire Heatpumps Ltd of any suspected faults or defects in Equipment.
- b) Ensure there is regular routine maintenance of all Equipment as specified in the operating manuals.
- c) Not repair or modify any Equipment, including the addition or attachment of unauthorised peripheral equipment or allow any third party to do so, without the written approval of Berkshire Hampshire Heatpumps Ltd.
- d) Make available to Berkshire Hampshire Heatpumps Ltd, any documentation applicable to the Equipment.

### 7.2 The following services shall be provided (as required) to Berkshire Hampshire Heatpumps Ltd free of charge when attending site:

- a) Adequate water supply adjacent to point of use.
- b) Adequate temporary electrical power and lighting at point of use.
- c) Scaffolding/ladder access as necessary.
- d) Washing, first aid and toilet facilities.

7.3 In the event that the Client shall be in breach of any of its obligations imposed by this Condition, then the additional cost reasonably incurred by Berkshire Hampshire Heatpumps Ltd, in consequence thereof shall be added to the Contract Charges as a Surcharge.

## 8 OBLIGATIONS OF BERKSHIRE HAMPSHIRE HEATPUMPS LTD

8.1 Berkshire Hampshire Heatpumps Ltd shall if necessary, repair or at its option, exchange any piece of Equipment that shall have become defective up to twelve months after completion of this Contract at its discretion. In the event of any parts not being available or the Equipment being declared obsolete by the manufacturer or Berkshire Hampshire Heatpumps Ltd deem a repair uneconomical, Berkshire Hampshire Heatpumps Ltd reserve the right to offer a replacement of similar specification.

8.2 All Equipment replaced or exchanged shall become the property of Berkshire Hampshire Heatpumps Ltd.

8.3 Berkshire Hampshire Heatpumps Ltd will endeavour to remedy any failure in Equipment as promptly as it is able and will endeavour to maintain the Equipment in good working order but Berkshire Hampshire Heatpumps Ltd shall not be under liability for any delays or for failures attributed to the causes beyond its control.

8.4 Berkshire Hampshire Heatpumps Ltd undertakes to exercise all reasonable skill and care in the carrying out of the Works. All other warranties implied by statute or common law are hereby excluded.

## 9 SITE ATTENDANCE

9.1 Site visits, where applicable, shall be made at a time mutually agreeable to Berkshire Hampshire Heatpumps Ltd and the Client. On completion of any service visits, the Client will be required to sign a copy of the service engineers report which shall be evidence of the satisfactory completion of the work described therein.

9.2 If it is necessary for safety or other reasons outside of Our control to provide more than one service engineer to attend site, then a Surcharge may be applicable.

9.3 All Site visits are chargeable per Our standard attendance fee unless otherwise specified in writing by Us. A Surcharge will also be applicable if We attend site but are unable to undertake work due to circumstances beyond Our control or in the event that We are called to site to attend a fault that is found to not result from Equipment installed by us or is outside of its warranty.



## 10 PAYMENT

10.1 The Client shall pay Berkshire Hampshire Heatpumps Ltd the full amount due for the Works, or Surcharge by the date stated in the invoice.

10.2 Following any attendances to site, Berkshire Hampshire Heatpumps Ltd shall issue an invoice to the Client to cover the cost of any parts required, plus any Surcharges due in accordance with these conditions.

10.3 Unless otherwise expressly stated in the Proposal, all figures and sums are VAT exclusive and VAT will be added to all invoices in accordance with the law and the rate at the prevailing time. Payment will then be due on the date of the invoice.

10.4 If the Client fails to pay the full amount or any part thereof due to Berkshire Hampshire Heatpumps Ltd by the final date as per Condition 10.1, then this shall be treated as a debt due to Berkshire Hampshire Heatpumps Ltd by the Client and as such, Berkshire Hampshire Heatpumps Ltd reserve the right to escalate to a debt recovery agency, passing on any applicable fees for doing so and/or apply interest to the due balance thereon for the period until such payment is made.

10.5 Without prejudice to any other rights and remedies which Berkshire Hampshire Heatpumps Ltd may possess, if the Client shall fail to pay Berkshire Hampshire Heatpumps Ltd in full by the final date as per Condition 10.1 then Berkshire Hampshire Heatpumps Ltd reserve the right to give the Client written notice of its intention terminate the Contract.

## 11 ACCIDENTS, DAMAGE AND INSURANCE

11.1 The Client shall at all times be responsible for the care of the Equipment on the site.

11.2 Except as hereinafter mentioned the Client shall be liable for and shall indemnify Berkshire Hampshire Heatpumps Ltd against all claims in respect of personal injury or death and in respect of loss or damage to any property which arises out of or in consequence of the execution of the Works whilst the Client has responsibility for the care thereof and against all demands, costs, charges and expenses arising in connection therewith. The Client shall not be liable under this Condition for and Berkshire Hampshire Heatpumps Ltd shall indemnify them from and against any claims in relation to death or personal injury and loss of or damage to property to the extent that the same is caused by the negligence of Berkshire Hampshire Heatpumps Ltd.

11.3 We will maintain insurance cover for those commercial risks and at such levels of cover that it deems appropriate. In particular it will maintain an appropriate level of insurance to meet its legal liability for injury to its own personnel and injury to third parties.

## 12 LIMITATIONS OF LIABILITY

12.1 We shall not be liable to the Client by way of indemnity or by reason of any breach of the Contract or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage whatsoever that may be suffered by the Client.

12.2 Subject to Condition 11.2 the liability of Berkshire Hampshire Heatpumps Ltd to the Client under any circumstances shall be limited to the Contract Charges.

12.3 Berkshire Hampshire Heatpumps Ltd shall be reliant upon information provided by the Client, its consultants and contractors and no liability is accepted by Berkshire Hampshire Heatpumps Ltd for the adequacy or correctness of such information.

## 13 TERMINATION

13.1 Either party may terminate the Contract by giving the other party 14 days' notice in writing. In the event of termination by the Client, no refund or reduction of charges rendered shall be permitted unless due to neglect by Berkshire Hampshire Heatpumps Ltd in which case a prorata rebate equal to the unexpired portion of the Contract



will be given. In the event of termination by Berkshire Hampshire Heatpumps Ltd, a refund or reduction in the charges rendered will be made which at Berkshire Hampshire Heatpumps Ltd.'s discretion it considers to be equitable.

13.2 This contract shall terminate immediately if the Client becomes insolvent, unable to pay its debts or commits any act of bankruptcy or if the Client fails to pay by the final date for payment, any charge arising from this Contract.

#### 14 DISPUTES

14.1 If at any time a dispute arises between the Client and Berkshire Hampshire Heatpumps Ltd in regards to the Works and/or these Conditions, either party should give the other written existence of said dispute – specifying its nature and point of issue. Should the dispute not be able to be settled amicably, either party may then also give written notice of its intention to refer the matter for adjudication. The adjudication shall be conducted in accordance with the Institution of Civil Engineers Adjudication Procedure (1997), amendments current at the date of the notice. The decision of the adjudicator shall be binding until the dispute is finally determined by arbitration or by agreement.

#### 15 SUBCONTRACTING

15.1 We may employ any contractor considered suitably qualified to perform any of Our obligations under this Contract, but such action shall in no way reduce the responsibility of Berkshire Hampshire Heatpumps Ltd to complete the Works in accordance with this Contract.

15.2 The Client shall not assign any part of the Contract, without prior written consent of Berkshire Hampshire Heatpumps Ltd, which shall not be unreasonably withheld or delayed.

15.3 Berkshire Hampshire Heatpumps Ltd shall be entitled to assign this contract to its subsidiaries, successors in title or assigns from time to time in relation to the whole or any part of its business, subject to the written agreement of the client which shall not be unreasonably delayed or withheld.

#### 16 THE AGREEMENT AND PRECEDENCE OF DOCUMENTS

16.1 These conditions, together with the Quotation and Written Acceptance constitute the entire agreement between Berkshire Hampshire Heatpumps Ltd and the Client in relation to the subject matter of this Contract. Any other representation, whether written or oral, which would otherwise be implied (by law or otherwise) do not form part of this contract. Any previous agreement, whether written or oral, between parties in relation to the subject matter of this contract is superseded.

16.2 In the event of any conflict or inconsistency between the documents forming the Contract, the order of precedence shall be: a) The Quotation b) These Conditions c) Written Acceptance

16.3 For the avoidance of doubt in the event that the Client proffers their own conditions, such conditions shall be disregarded and it shall be these Conditions which apply.

#### 17 SEVERABILITY OF TERMS

To the extent that any of the provisions contained within these Conditions shall be held to be invalid, illegal or unforeseeable in any respect, such provision shall be treated as deleted and the amended contract shall be construed as if such invalid illegal or unforeseeable provision had never contained herein.

#### 18 MISCELLANEOUS

18.1 All visits arranged with You are chargeable at our standard attendance fee rate unless otherwise expressed in written form.

18.2 Offers made in conjunction to unit replacement, are done so based on a like for like or similar basis to that which is already on site unless otherwise specified in writing by Us.



18.3 We assume that the correct calculations for system sizing have been completed by a qualified and competent third party and take no liability if these are subsequently found to be incorrect.

18.4 We advise that customers enlist a qualified and competent electrician to check existing cabling and power supply etc prior to any works that take place to ensure all is up to current code and appropriate for required demand.

18.5 All refrigeration works completed by Us or Our sub-contractors do not come with a warranty of works due to being pressure tested on the day of completion.

18.6 We advise that the refrigerant circuit, can at any time, become contaminated with debris and particles that may render the system uneconomical to repair. This cannot be pre-determined by Our engineers and associated symptoms may not be present whilst they are on site. As a guide, We note that, as a system ages the likelihood of such issue will increase. As a precautionary measure, when completing any works that require access to the refrigerant circuit, a 'thorough purge' through the system to loosen and remove any articles that may cause blockages will be completed by Us. Unfortunately, even in the best circumstances, this is not always successful and cannot be remedied any further due to there being no way to locate the location of issue. Subsequent visits remain chargeable as such.

18 APPLICABLE LAW The contract shall in all respects be governed by and interpreted in accordance with laws of England and English law shall govern the procedure of any arbitration under Condition 18.

#### Document Version Control

Version	Date	Personnel Initial	Amendment Made
1.1	09.04.2024	AT	Miscellaneous section updated