

# Speedyfit Limited

# Terms and Conditions

## 1. Introduction

These Terms and Conditions (“Terms”) set out the legal framework governing the provision of air conditioning installation services (“Services”) by Speedyfit (“the Company”, “we”, “us” or “our”) to its customers (“you” or “your”). These Terms apply to all quotations, orders, and contracts for the supply and installation of air conditioning heat pump systems. By accepting a quotation, placing an order, or allowing work to commence, you acknowledge that you have read, understood, and agree to be bound by these Terms.

## 2. Definitions

For the purposes of these Terms, the following definitions apply:

- **Company:** Refers to Speedyfit Limited and any associated divisions thereof carrying out the supply, installation, maintenance and servicing of air conditioning heat pump systems.
- **Customer:** The individual or entity who purchases the Services from Speedyfit Limited.
- **Quotation:** The written offer provided by Speedyfit Limited detailing the proposed Services, prices, and other relevant terms.
- **Order:** The Customer’s written or verbal acceptance of the Quotation, or instruction to proceed with the Services.
- **Services:** The supply, delivery, and installation of air conditioning equipment as described in the Quotation and Order.
- **Site:** The premises at which the Services are to be carried out.
- **Force Majeure:** Any event or circumstance beyond the reasonable control of the Company that prevents or delays performance of its obligations.

## 3. Quotations and Orders

3.1 All Quotations are valid for 30 days from the date of issue, unless otherwise stated.

3.2 Acceptance of a Quotation constitutes an Order and forms a binding Agreement subject to these Terms.

3.3 Amendments to Orders or the scope of Services must be agreed in writing by both parties.

3.4 The Company reserves the right to withdraw or revise any Quotation prior to acceptance.

## 4. Prices and Payment

4.1 All prices are exclusive of Value Added Tax (VAT), unless otherwise stated.

4.2 A deposit, as specified in the Quotation, may be required prior to commencement of the Services.

4.3 The balance of payment is due within 14 days of the date of invoice, unless otherwise agreed in writing.

4.4 The Company reserves the right to charge statutory interest at the prevailing rate on overdue payments.

4.5 All payments shall be made in pounds sterling by the method specified in the invoice.

4.6 Failure to pay on time may result in suspension of Services and/or legal action for recovery of amounts due.

## **5. Delivery and Installation**

5.1 Delivery and installation dates are estimates only and time shall not be of the essence unless expressly agreed in writing.

5.2 The Customer shall provide clear, safe, and unobstructed access to the Site, including necessary utilities and permissions.

5.3 Risk in the equipment passes to the Customer upon delivery to the Site. Title passes upon receipt of full payment.

5.4 The Company shall not be liable for delays caused by events beyond its control, including late delivery by suppliers.

## **6. Warranties and Liability**

6.1 The Company warrants that the equipment and installation will be free from material defects for a period of 12 months from the date of completion, subject to proper use and maintenance.

6.2 This warranty excludes faults arising from accidental damage, misuse, neglect, unauthorised modifications, or external factors.

6.3 The Company's liability for any claim arising out of or in connection with the Agreement is limited to the value of the Services provided.

6.4 The Company is not liable for indirect, consequential, or economic losses.

6.5 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be lawfully excluded.

## **7. Customer Obligations**

7.1 The Customer shall provide accurate information regarding the Site and requirements.

7.2 The Customer is responsible for obtaining all necessary permissions, consents, and approvals for the installation.

7.3 The Customer shall ensure the Site is ready and accessible at the agreed times.

7.4 Failure to comply with these obligations may result in delays, additional charges, or termination of the Agreement.

## **8. Cancellation and Termination**

8.1 The Customer may cancel the Order by providing written notice at least 14 days prior to the scheduled start date. Cancellation after this period may incur charges for costs incurred.

8.2 When cancelling an order, the Customer will agree to cover all costs relating to the return and restocking of any products and/or materials purchased on their behalf, prior to the cancellation date.

8.3 The Company may terminate the Agreement with immediate effect if the Customer breaches these Terms or becomes insolvent.

8.4 Either party may terminate the Agreement if performance is prevented for more than 60 days due to Force Majeure.

8.5 Upon termination, the Customer shall pay for all Services performed and costs incurred up to the date of termination.

## **9. Force Majeure**

9.1 The Company shall not be liable for any failure or delay in performing its obligations due to Force Majeure events, including but not limited to natural disasters, strikes, supply chain disruptions, or government actions.

9.2 If a Force Majeure event continues for more than 60 days, either party may terminate the Agreement by written notice.

## **10. Data Protection**

10.1 The Company shall process all personal data in compliance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018.

10.2 The Customer's rights regarding personal data are detailed in the Company's Privacy Policy, available upon request or via our website.

10.3 The Company will only use Customer data for the purposes of fulfilling the Agreement and will not share data with third parties except as required by law or with the Customer's explicit consent.

## **11. Governing Law**

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising from or connected with these Terms.

## **12. Contact Details**

Speedyfit Limited

Registered Office: Unit 142, 79 Friar Street, Worcester, Worcestershire, WR1 2NT

Registered Address: As above

Company Registration Number: 11435438

Telephone: 01905 670643

Email: [info@speedyfitsystems.com](mailto:info@speedyfitsystems.com)

Website: [www.speedyfit.ltd](http://www.speedyfit.ltd)

All notices and communications should be sent to the above address or email.

## **13. Acceptance**

By accepting a Quotation, placing an Order, or permitting commencement of the Services, the Customer affirms their acceptance of these Terms and Conditions and agrees to be legally bound by them.