

HCE Contractor Limited

General Terms and Conditions for HVAC Works, Services and Supplies

1. Application of these Terms

1.1 These General Terms and Conditions apply to all quotations, proposals, surveys, designs, installation works, maintenance visits, repairs, commissioning, call-outs, supplies of equipment, and related services provided by HCE Contractor Limited ("HCE") to the customer (the "Customer").

1.2 These Terms apply to the exclusion of any terms proposed by the Customer unless HCE expressly agrees otherwise in writing. Placing an order, accepting a quotation, allowing works to commence, or paying a deposit constitutes acceptance of these Terms.

1.3 Any variation, special condition, or project-specific requirement is binding only if confirmed in writing by HCE. If there is a conflict, the written quotation or agreed project schedule takes priority over these Terms to the extent of the conflict.

1.4 These Terms are intended for domestic and commercial HVAC work. Where the Customer is a consumer, mandatory consumer rights and statutory protections continue to apply and nothing in these Terms is intended to exclude them.

2. Quotations, Surveys and Scope

2.1 Quotations are based on information available to HCE at the time, including any drawings, site information, access details, plant specifications, and Customer requirements supplied before the quotation is issued.

2.2 Unless stated otherwise, quotations remain open for acceptance for 30 days and may be withdrawn or revised before acceptance.

2.3 Any drawings, calculations, heat-loss or cooling-load estimates, equipment selections, reports, and method statements prepared by HCE remain HCE property and may not be copied, used, or disclosed to third parties without HCE's written consent except for the project for which they were supplied.

2.4 The scope of work is limited to the items expressly stated in HCE's quotation or written order confirmation. Builder's work, making good, decoration, asbestos removal, waste removal, structural alterations, fire stopping, electrical upgrades, controls integration, BMS works, permits, and statutory fees are excluded unless expressly included.

2.5 HCE reserves the right to recommend changes where site conditions, safety requirements, compliance obligations, or equipment availability necessitate them. Any alterations to the agreed scope, specification, programme, or access arrangements may result in adjustments to both pricing and completion timelines. If such changes are identified during an HCE engineer's visit, the associated time and travel costs will be chargeable to the Customer.

3. Customer Obligations

3.1 The Customer must provide safe, timely, and uninterrupted access to the site, plant rooms, roofs, risers, ceiling voids, services, and parking/loading areas as reasonably required by HCE.

3.2 The Customer must ensure that the site is safe, suitable, and ready for the works, including isolation arrangements, permits to work, welfare facilities, lifting access, scaffolding or edge protection where required, and accurate information about concealed services and hazards.

3.3 The Customer is responsible for obtaining landlord, tenant, planning, listed building, building control, freeholder, insurer, or other third-party approvals unless the quotation expressly states that HCE will do so.

3.4 The Customer must provide accurate drawings, plant information, operating manuals, service records, asbestos registers, risk information, and any site rules relevant to the works.

3.5 Delay, obstruction, cancellation, unsafe conditions, failed access, or missing information caused by the Customer will be charged at HCE's applicable daily rates (estimated value to be provided in the customer quotation) together with any resulting costs, expenses, and programme extensions.

4. Prices, Payment

4.1 Prices are exclusive of VAT unless stated otherwise. VAT, applicable taxes, duties, certification fees, disposal charges, congestion/ULEZ charges, parking charges, permits, and out-of-hours premiums are payable in addition.

4.2 Payment terms shall be as specified in HCE's quotation or invoice. Where no specific terms are stated, full payment must be made in advance of the engineer's visit. Emergency call-outs, minor works, and the supply of parts are payable in advance.

4.3 HCE may require a deposit, staged payments, payment for materials before ordering before commencing or continuing work.

4.4 If payment is late, HCE will charge admin fees statutory interest and recovery costs, suspend performance, withhold certificates, manuals, commissioning records, or handover documents, and recover all reasonable costs of collection.

4.5 The Customer must not withhold, set off, or deduct payment unless required by law or agreed in writing by HCE. Payment disputes must be notified promptly with reasons and any undisputed amount must still be paid on time.

4.6 HCE may revise prices to reflect increases in labour, materials, equipment, refrigerant, transport, duties, exchange rates, supplier prices, or compliance costs occurring after the quotation date and before completion.

5. Delivery, Programme and Access

5.1 Commencement dates, completion dates, and programme durations are estimates unless expressly stated to be fixed in writing.

5.2 HCE is not liable for delay caused by events beyond its reasonable control, including supplier delay, shortage of materials, extreme weather, industrial action, utility issues, power isolation delays, access restrictions, unsafe conditions, force majeure, or Customer delay.

5.3 HCE may make partial carry out works in phases where reasonably necessary.

5.4 If equipment, materials, or plant are ready but the Customer delays delivery, installation, or access, HCE may invoice for the relevant items and charge storage, handling, insurance, remobilisation, and delay costs.

6. Equipment, Materials and Title

6.1 Risk in equipment and materials passes to the Customer when delivered to site or collected by the Customer, except to the extent caused by HCE's negligence.

6.2 Title to equipment and materials supplied by HCE remains with HCE until HCE has received full cleared payment for all sums due from the Customer.

6.3 Until title passes, the Customer must keep HCE-supplied items identifiable, insured, and protected from loss, theft, damage, or deterioration.

6.4 HCE can enter the site during reasonable hours to recover unpaid equipment or materials where legally permitted and after giving reasonable notice, without prejudice to any other rights.

7. Installation, Commissioning and Handover

7.1 Installation will be carried out with reasonable skill and care and in accordance with the agreed specification, applicable United Kingdom laws, manufacturer instructions, and recognised industry practice so far as reasonably applicable to the works.

7.2 Commissioning and handover are subject to availability of permanent power, water, drainage, controls interfaces, access to all areas, design conditions, and any Customer-provided systems being operational.

7.3 HCE may issue commissioning sheets, test certificates, F-Gas or CP12 records, O&M information, and user guidance after practical completion and payment of all sums then due.

7.4 If the Customer uses the installation or any part of it before formal handover, the relevant part will be treated as accepted by the Customer and any faults to that part afterwards is the Customer's responsibility.

7.5 Minor outstanding items that do not materially prevent safe operation do not entitle the Customer to withhold acceptance or payment for the completed works.

8. Maintenance, Service Visits and Call-Outs

8.1 Maintenance visits cover the tasks stated in the maintenance agreement or quotation. Unless expressly included, maintenance does not include repairs, replacement parts, refrigerant, consumables, access equipment, deep cleaning, duct cleaning, controls repairs, or remedial works.

8.2 Emergency response times are targets and not guaranteed unless expressly agreed in writing.

8.3 HCE may decline to work on unsafe, inaccessible, non-compliant, obsolete, poorly maintained, or unauthorisedly modified systems until the relevant issue is remedied.

8.4 Where a fault is intermittent, hidden, or dependent on operating conditions, further visits may be required at the Customer cost.

8.5 If a certificate is requested by the Customer and, during a site visit, the HCE engineer identifies that the unit is faulty, the engineer can recommend and provide quotation for the necessary repairs or replacement. The initial quoted visit charges for the first certificate will remain payable by the Customer. However, should the Customer proceed with the recommended works through HCE, the cost of the second certificate will be covered by HCE once all faults have been rectified or the unit has been replaced by HCE.

8.6 The Customer remains responsible for routine operation, filter changes where not included, correct settings, adequate ventilation, keeping grilles and condensers unobstructed, and notifying HCE promptly of alarms, leaks, unusual noise, or performance issues.

8.7 Call-out visits are limited to a maximum of 30 minutes on site and are intended solely for initial inspection of the reported fault or defect. Unless expressly stated in HCE's quotation, this visit does not include detailed fault diagnosis or repair. Customers should not expect the issue to be resolved during the call-out visit. Any further investigation, fault diagnosis, or remedial work will be scheduled separately and charged accordingly.

9. Defects, Warranty and Exclusions

9.1 HCE warrants that its installation workmanship will be free from defects for 12 months from practical completion unless a different period is stated in writing.

9.2 Equipment and parts are covered by the relevant manufacturer warranty only, subject to the manufacturer's terms, registration requirements, servicing requirements, and exclusions.

9.3 Warranty claims must be notified in writing as soon as reasonably practicable and HCE must be given a reasonable opportunity to inspect and remedy the issue.

9.4 HCE's obligation for valid warranty claims is limited, at HCE's option, to repair, partial replacement, re-performance of the defective element.

9.5 Warranty does not cover misuse, lack of maintenance, blocked filters or coils, dirty ductwork, inadequate ventilation, power issues, water quality, freezing, corrosion, third-party interference, controls changes, accidental damage, vandalism, fair wear and tear, consumables, refrigerant leaks not caused by HCE workmanship, or operation outside design parameters.

9.6 Performance estimates depend on assumptions including occupancy, heat gains, insulation, ventilation, external temperatures, building fabric, mains power or electricity fluctuations, and Customer operation. HCE is not responsible for failure to achieve performance arising from inaccurate assumptions or changes outside HCE's control.

9.7 Following installation and commissioning, any subsequent issues will be subject to investigation. If fault diagnosis determines that the system has been altered, interfered with, or affected by a third party, HCE shall not be responsible for any associated costs. In such cases, the Customer will be charged for the fault-finding visit. Any remedial work required to resolve the issue will be quoted separately and charged in addition.

10. Health, Safety, Environment and Refrigerants

10.1 HCE will take reasonable steps to comply with applicable health and safety, environmental, waste, and refrigerant handling obligations relevant to its works.

10.2 The Customer must disclose known hazards, including asbestos, fragile roofs, confined spaces, live services, contaminated areas, refrigerant leaks, unsafe access, and any site-specific risks.

10.3 Refrigerant recovery, charging, leak testing, disposal, and F-Gas records will be carried out where included or legally required for HCE's works. Additional refrigerant, leak investigation, or remedial repair will be chargeable.

10.4 Waste removal, recycling, disposal of redundant plant, and hazardous waste handling are included only where expressly stated. Otherwise, they will be charged separately.

10.5 HCE may stop work immediately if it reasonably considers that conditions are unsafe, unlawful, or unsuitable. Any resulting delay or remobilisation costs may be charged to the Customer where the issue is not caused by HCE.

11. Variations, Cancellation and Suspension

11.1 Variations must be agreed in writing, including email, and may affect price, completion dates, warranties, and specification.

11.2 If the Customer cancels an accepted order, HCE will charge for work done, materials ordered, supplier cancellation charges, design time, administration, loss of profit, and other reasonable costs incurred or committed.

11.3 Special-order, bespoke, non-returnable, or custom-fabricated items must be paid for in full if ordered before cancellation.

11.4 HCE may suspend or terminate work if the Customer fails to pay, fails to provide access or information, becomes insolvent, causes unsafe conditions, or commits a material breach that is not remedied within a reasonable period after notice.

12. Liability

12.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be limited or excluded.

12.2 Subject to clause 12.1, HCE is not liable for indirect, consequential, special, or economic loss, including loss of profit, loss of business, loss of production, loss of data, loss of use, loss of goodwill, or business interruption.

12.3 Subject to clause 12.1, HCE's total aggregate liability arising out of or in connection with any contract is limited to the net price paid or payable for the specific works or services giving rise to the claim, unless a different cap is agreed in writing.

12.4 HCE is not liable for pre-existing defects, concealed conditions, inadequacy of existing systems, third-party designs, Customer-specified equipment, Customer-supplied equipment and parts, building fabric issues, utilities failures, or damage caused by others.

12.5 The Customer must take reasonable steps to mitigate loss and must notify HCE promptly of any issue that may give rise to a claim.

13. Design Responsibility

13.1 HCE is responsible for design only to the extent expressly stated in its quotation or written appointment.

13.2 Where the Customer, its consultant, architect, engineer, main contractor, landlord, or other third party provides a design, specification, drawing, equipment selection, or instruction, HCE is entitled to rely on it and is not responsible for its adequacy unless HCE expressly accepts design responsibility in writing.

13.3 Any design by HCE is based on stated assumptions and information supplied by the Customer. Changes to building use, occupancy, layout, heat loads, ventilation rates, insulation, glazing, or operating patterns and any other relevant factors may require redesign and will be additionally chargeable.

14. Compliance, Permits and Building Interfaces

14.1 The Customer is responsible for ensuring that the works are permissible within the building, lease, planning framework, insurance requirements, and any landlord or managing agent rules unless HCE expressly agrees otherwise.

14.2 HCE is not responsible for structural adequacy, fire strategy, acoustic requirements, planning permission, party wall matters, electrical supply capacity, drainage capacity, or builders' work unless expressly included.

14.3 Any compliance certificate issued by HCE relates only to the elements of work carried out by HCE and not to the building or any third-party systems as a whole.

15. Confidentiality, Data and Intellectual Property

15.1 Each party must keep confidential any non-public commercial, technical, or site information received from the other party and use it only for the relevant project.

15.2 HCE retains ownership of its know-how, templates, calculations, drawings, reports, and documents. The Customer receives a licence to use final paid-for project documents for operation and maintenance of the relevant installation only.

15.3 HCE may process contact, site, and project information for administration, performance of the contract, safety, compliance, accounting, and record-keeping purposes.

16. Dispute Resolution and Governing Law

16.1 The parties will first try to resolve disputes through good-faith discussions between appropriate managers in writing.

16.2 Either party may seek urgent injunctive relief, recover undisputed debts, or use any adjudication or dispute process available by law.

16.3 These Terms and any contract incorporating them are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to any mandatory statutory dispute process that applies.

17. General

17.1 If any provision is invalid or unenforceable, the remaining provisions continue in force.

17.2 HCE may subcontract parts of the works but remains responsible for its subcontractors to the extent required by the contract.

17.3 Notices may be given by email to the addresses last notified by the parties.

17.4 No waiver is effective unless given in writing. A delay in enforcing rights is not a waiver.

17.5 These Terms, together with the quotation, purchase order confirmation, and any agreed written schedules, form the entire agreement for the relevant works.