



Terms and Conditions

(ABN 42 016 171 177)

1. Definitions

"We", "Us", "Our" refers to Airworks Heating and Cooling.

"You", "Your" refers to the customer engaging our services.

"Services" refers to all air conditioning and heating sales, installations, servicing, repairs and related works provided by Airworks Heating and Cooling.

2. Quotations and Pricing

All quotations are valid for 30 days from the date of issue unless otherwise specified.

Prices are in Australian Dollars (AUD) and include GST, unless otherwise stated.

Any variation to the scope of works or unforeseen site conditions may result in a revised quote or additional charges, which will be communicated and agreed upon prior to commencement.

3. Deposit and Payment Terms

A 50% deposit is required upon acceptance of the quoted price. This deposit confirms your booking and authorises us to proceed with ordering equipment and scheduling the work.

No equipment will be ordered, and no work will commence until the deposit has been received.

The remaining balance is payable in full upon completion of the works unless otherwise agreed in writing.

Accepted payment methods include bank transfer, credit card, or cash. Late payments may incur a 5% monthly late fee.

4. Cancellation Policy

By clicking “ACCEPT” in the ServiceM8 platform, you acknowledge and agree to these Terms and Conditions, forming a legally binding agreement.

If you cancel your booking after acceptance, you may be liable for reasonable costs incurred up to that point. These may include:

- Supplier restocking or cancellation fees
- Labour or administrative time already undertaken
- Travel expenses if a technician was dispatched
- Costs associated with any non-returnable or special-order parts

These charges are applied in accordance with the Australian Consumer Law and will reflect genuine and reasonable losses or expenses.

No cancellation fees will apply if cancellation occurs due to our failure to deliver services as agreed (e.g. excessive delay or breach of contract).

5. Delivery of Goods and Services

We will take all reasonable steps to deliver and install services within the agreed timeframe. However, delays may occur due to supplier availability, adverse weather, or other unforeseen events.

You will be kept informed of any significant changes to scheduling.

6. Warranties

We offer a 12-month workmanship warranty on all services provided.

Products and components we supply are covered by the manufacturer’s warranty, the terms of which may vary.

Warranty claims will not apply to issues arising from misuse, negligence, unauthorised modifications, or environmental damage (e.g. power surges, storms).

Your rights under this section are in addition to those provided under the Australian Consumer Law.

7. Australian Consumer Law

Nothing in these Terms and Conditions excludes or limits your rights under the Competition and Consumer Act 2010 (Cth) and related legislation.

You are entitled to a repair, replacement, or refund if our goods or services fail to meet acceptable quality standards, are not fit for purpose, or do not match their description.

8. Liability

Our liability is limited, to the extent permitted by law, to:

- Re-performing the services,
- Repairing or replacing faulty goods, or
- Refunding the cost of the goods or services provided.

We are not liable for indirect, incidental, or consequential damages including, but not limited to, loss of profits, data, or amenity.

9. Site Access and Safety

You are responsible for providing safe and unobstructed access to the premises for the performance of our services.

Any known hazards or safety concerns must be disclosed to us prior to commencement of works.

We reserve the right to delay or refuse service if conditions are unsafe or unsuitable.

10. Ownership of Goods

All goods supplied remain the property of Airworks Heating and Cooling until full payment is received.

In cases of non-payment, we reserve the right to recover goods or pursue recovery of outstanding amounts through lawful means.

11. Privacy

We are committed to protecting your personal information in accordance with the Privacy Act 1988 (Cth).

Information collected is used solely for delivering services, managing bookings and invoicing, and will not be shared or sold without your consent, except where required by law.

12. Dispute Resolution

If a dispute arises, both parties agree to attempt to resolve it informally and in good faith.

If a resolution cannot be reached, the matter may be referred to Consumer and Business Services South Australia or another relevant dispute resolution body.

13. Amendments

These Terms and Conditions may be amended from time to time. The latest version will be made available on our website or provided upon request.

14. Jurisdiction

These Terms and Conditions are governed by the laws of South Australia and the Commonwealth of Australia.

Any disputes will be subject to the jurisdiction of the courts or tribunals of South Australia.