



Terms and Conditions

Forge Refrigeration

1. Definitions

“Company”, “we”, “our”, or “us” refers to **Forge Refrigeration** and the legal entity trading under that business name.

“Client”, “you”, or “your” refers to any person, business, or entity engaging our Services.

“Services” refers to refrigeration, air conditioning, maintenance, repairs, installation, servicing, diagnosis and related works provided by us.

2. Acceptance of Terms

By requesting a quotation, engaging our Services, accepting a quotation, providing access to a site, or allowing work to commence, you agree to be bound by these Terms and Conditions.

These Terms apply unless otherwise agreed by us in writing.

3. Quotes and Pricing

- Quotes are valid for **30 days** unless otherwise stated.
- Quotes are based on the information and site conditions reasonably available to us at the time of quoting.
- Unless specifically stated, quotes exclude additional work, materials, equipment, access requirements, electrical work, disposal, and other services outside the quoted scope.
- Concealed defects, inaccessible components, non-compliant existing installations, changes in site conditions or unforeseen circumstances may result in additional charges.
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- We will discuss variations to the quoted scope with the Client where reasonably practicable and charge accordingly.
 - We reserve the right to charge for additional work where immediate action is reasonably required to make equipment safe or prevent further damage.
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4. Call-Out Fees and Hourly Rates

Standard Business Hours

- A **\$130 call-out fee** applies to all service visits.
- Labour is charged at **\$140 per hour**, with a minimum charge of **1 hour**.
- Following the first hour, labour is charged in **15-minute increments**.

After-Hours / Emergency Services

- An **after-hours or emergency call-out fee of \$450** applies.
- Labour is charged at **\$210 per hour**, with a minimum charge of **1 hour**.
- Following the first hour, labour is charged in **15-minute increments**.

All fees are exclusive of parts, materials, refrigerant, equipment hire and other additional costs unless specifically stated otherwise.

5. Diagnosis and Repairs

Diagnosis is based on the symptoms, operating conditions and information available at the time of inspection.

Repairing or replacing one component does not guarantee that other components of the system will not subsequently fail.

We are not responsible for faults that were not reasonably identifiable at the time of service or for subsequent failure of unrelated components.

Where additional investigation, testing, leak detection, refrigerant recovery, evacuation, charging, component removal or other diagnostic work is required beyond the original scope, additional charges may apply.

6. Payment Terms

- Payment is due **in full upon completion of work**, unless alternative payment terms have been agreed in writing.
- We reserve the right to request a deposit or payment in advance before commencing work.
- Approved account customers must pay invoices within the agreed trading terms.
- Late payments may incur reasonable recovery costs and/or interest where permitted by law.
- We reserve the right to suspend or refuse further Services where accounts remain overdue.
- Nothing in these Terms limits any statutory rights relating to payment or recovery of payment.

7. Ownership of Materials

To the extent permitted by law, parts, materials and equipment supplied by us remain our property until payment has been received in full.

We reserve the right to recover unpaid goods where legally permitted.

This clause does not affect any rights or remedies that cannot lawfully be excluded.

8. Warranty and Workmanship

- We warrant that Services will be carried out with due care and skill by appropriately qualified and/or licensed personnel where required by law.
- Manufacturer warranties apply to parts and equipment supplied where applicable.
- Warranty claims relating to our workmanship will be assessed by us and must relate to the original scope of work.
- Warranty does not cover faults or damage caused by misuse, lack of maintenance, electrical supply issues, pest damage, corrosion, environmental conditions,

accidental damage, unauthorised modifications, third-party interference or other circumstances outside our control.

- We do not warrant the suitability, compatibility or performance of customer-supplied parts or equipment.
 - Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the **Australian Consumer Law**.
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9. Existing Equipment and Pre-Existing Conditions

We are not responsible for defects, deterioration or failures arising from pre-existing conditions, defective existing equipment, inadequate maintenance, corrosion, contamination, pest damage, water ingress, electrical faults, non-compliant installations or modifications carried out by others.

Where existing equipment or installations are found to be unsafe or non-compliant, we may refuse to carry out work until the issue has been rectified.

10. Customer-Supplied Parts and Equipment

Where the Client supplies parts, equipment or materials:

- We do not warrant their suitability, quality, compatibility or performance.
 - Labour remains chargeable regardless of whether the supplied item proves defective, unsuitable or incompatible.
 - Additional labour resulting from incorrect, defective or incomplete customer-supplied items may be charged.
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11. Refrigerant and Environmental Charges

Additional charges may apply for refrigerant, refrigerant recovery, leak detection, evacuation, charging, refrigerant disposal and associated environmental or regulatory requirements where these are outside the original quoted scope.



Where a refrigeration system is found to have a leak, replacement of refrigerant does not constitute repair of the underlying leak unless specifically stated.

12. Cancellations and Rescheduling

- A minimum of **24 hours' notice** is required for cancellations or rescheduling.
 - Failure to provide reasonable notice or provide site access may result in call-out, attendance or cancellation fees being charged.
 - Where equipment, parts or materials have been specifically ordered for the Client, costs reasonably incurred may remain payable following cancellation.
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13. Access and Site Conditions

The Client must provide safe, clear and reasonable access to the work site and equipment.

We reserve the right to cease or refuse work where conditions are unsafe, inaccessible or do not comply with applicable Work Health and Safety requirements.

Delays or additional work caused by site conditions, restricted access, other contractors or Client instructions may result in additional charges.

14. Specialist Equipment and Other Trades

Unless specifically included in a quotation, the following are excluded and may incur additional charges:

- Elevated work platforms
- Cranes and lifting equipment
- Scaffolding
- Traffic management
- Specialist access equipment
- Electrical work
- Plumbing work
- Building or structural work
- Other specialist trade services



Where work requires another licensed trade, the Client may be required to arrange that trade, or we may arrange it separately with the Client's approval.

15. Electrical Supply and External Conditions

We are not responsible for equipment failure or damage caused by:

- Power outages
 - Voltage fluctuations
 - Phase loss or incorrect phase rotation
 - Incorrect or inadequate electrical supply
 - Electrical faults outside equipment serviced by us
 - Defects in the Client's electrical installation
 - External environmental conditions
 - Water ingress, flooding, fire, pests or other events outside our reasonable control
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16. Product Loss and Business Interruption

To the maximum extent permitted by law, we are not responsible for loss of food, stock, product, revenue, profit, business interruption or other indirect or consequential loss arising from equipment failure, refrigeration failure, air conditioning failure, power interruption or delay in obtaining parts or completing repairs.

Clients remain responsible for appropriate monitoring and protection of temperature-sensitive goods and should maintain appropriate backup, alarm and contingency arrangements.

Nothing in this clause excludes any liability that cannot legally be excluded under the Australian Consumer Law.

17. Removal and Disposal

Unless specifically included in the quotation, removal and disposal of old equipment, components, packaging, refrigerant, oils and other waste is excluded and may incur additional charges.



18. Photos and Service Records

We may take photographs of equipment, installations, defects and completed works for:

- Service records
- Diagnosis
- Quotation
- Warranty claims
- Compliance documentation
- Dispute resolution

Photographs will not be used for public advertising or marketing without appropriate permission where required.

19. Delays and Force Majeure

We are not responsible for delays caused by circumstances beyond our reasonable control, including severe weather, natural disasters, supplier delays, parts shortages, transport delays, equipment availability, emergencies, industrial action, power outages or other events outside our reasonable control.

20. Subcontractors and Specialist Contractors

We may engage appropriately qualified and licensed subcontractors or specialist contractors to perform all or part of the Services where reasonably required.

21. Cessation or Termination of Services

We reserve the right to refuse, suspend or terminate Services where:

- Payment terms are breached
- Outstanding amounts remain unpaid
- Unsafe conditions exist
- Required site access is not provided
- The Client requests unlawful or unsafe work
- Abusive, threatening or unreasonable behaviour occurs
- The Client materially breaches these Terms



- Any outstanding amounts remain payable following termination, subject to applicable law.
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22. Dispute Resolution

If a dispute arises, the parties will first attempt to resolve the matter in good faith through discussion between the relevant representatives.

Nothing in this clause prevents either party from exercising any statutory right or remedy available under applicable law.

23. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy available under the **Australian Consumer Law** or any other applicable legislation where such exclusion, restriction or modification would be unlawful.

Where the law permits us to limit our liability, any such limitation will apply only to the maximum extent permitted by law.

24. Limitation of Liability

To the maximum extent permitted by law, we are not liable for indirect, incidental or consequential loss arising from the Services.

We are not responsible for pre-existing faults, defects in existing equipment, failures outside the scope of our Services, or circumstances beyond our reasonable control.

Nothing in these Terms limits liability where such limitation is prohibited by law.

25. Governing Law

The laws of **New South Wales, Australia** govern these Terms and Conditions.



The parties submit to the jurisdiction of the courts of New South Wales, subject to any applicable statutory rights or dispute resolution processes.

26. Changes to Terms

We reserve the right to update these Terms and Conditions.

The version applicable at the time of acceptance of a quotation or commencement of Services will apply to that work, unless otherwise agreed in writing.

Forge Refrigeration

Commercial Refrigeration & Air Conditioning

Built to keep your business running.