443-843-HVAC | info@fenwickhvac.com
Licenses: MD #56885 | DE #HM-0011443 | VA #2710069333

RESIDENTIAL

Key Terms

1. 90-DAY SERVICE WARRANTY. Completed service and repair work is warranted for **90 days from completion**, subject to the exclusions in Section 2.2.

2. Service call fee. Nonrefundable. Cancellation or rescheduling with at least 24 hours' notice receives a credit toward future service, including a maintenance agreement.

3. Initial authorization. Requesting service authorizes up to $500 in total charges, including the service call, labor, parts, and materials. Additional authorization is required before the total exceeds $500.

This summary is for convenience. The complete Terms below govern coverage, exclusions, and responsibilities.

1. Scope of Work

1.1 Applicability

These terms apply to residential service when an individual homeowner or condominium unit owner is responsible for the equipment being serviced, regardless of the number of units in the building. At multifamily properties containing more than four units, service for which the building owner, property manager, or association is responsible is governed by the Commercial Service Terms, whether the equipment serves individual units or is shared.

1.2 Scope of Services

Fenwick HVAC provides heating, ventilation, air conditioning, refrigeration, electrical, plumbing, gas, building automation, and related services within the scope of its applicable licenses and qualifications. We perform authorized work using professional judgment, accepted industry practices, and applicable safety standards. The scope of each visit is established by the customer's request and work documented in service records, estimates, or invoices.

1.3 Authorization

Service may be authorized by the owner or another person reasonably understood to have authority to request the work. The customer is responsible for ensuring its representatives have appropriate authorization.

1.4 Installations and Replacements

These Service Terms apply to service and repair work only. Equipment installations and replacements are governed by Fenwick HVAC's Installation Terms and Conditions or a separate written agreement.

2. Service Warranty

2.1 Service Warranty

Fenwick HVAC warrants completed service and repair work for 90 days from completion, including recurrence of the original reported problem. Covered issues will be corrected at no additional charge, subject to Section 2.2.

2.2 Warranty Exclusions

a. Unverified problems: Reported problems that could not be reproduced or verified during the original service visit when no corrective repair was performed.

b. Progressive diagnostic repairs: When the cause cannot be conclusively identified and repairs are performed progressively to isolate the problem, the work performed is warranted, but resolution of the underlying problem is not guaranteed.

c. External causes: Failures resulting from misuse, alterations, external events, or work performed by others.

3. Service Calls & Fees

3.1 Service Call Fees

Service call fees are published at https://fenwickhvac.com/service-pricing.html and confirmed when scheduling. The fee is fixed for the scheduled appointment and may be collected in advance. Service call fees are nonrefundable, subject to Section 3.3. Labor, parts, and materials are charged separately.

3.2 After-Hours Service

After-hours, weekend, and holiday service is billed at our published rates and minimums. When a regularly scheduled service visit extends into after-hours time, we generally waive the premium at our discretion. Customers will be informed before any premium charges are incurred.

3.3 Cancellations

Service call fees are nonrefundable. Cancellations or rescheduling with at least 24 hours' notice receive a credit for the paid service call fee toward future service, including a maintenance agreement. If Fenwick HVAC cancels an appointment and cannot perform the service, the customer may reschedule or receive a refund of advance payments for unperformed work.

3.4 Maintenance Agreement Benefits

Customers holding a maintenance agreement receive the fee waivers, labor provisions, and other pricing benefits specified in that agreement for covered services. Benefits are not retroactive. Where an applicable maintenance agreement provides more favorable terms, that agreement controls.

4. Labor, Parts & Materials

4.1 Labor

Labor for diagnosis and repair is billed for time worked in 15-minute increments, with a 15-minute minimum. Rates are published at https://fenwickhvac.com/service-pricing.html.

4.2 Parts and Materials

Parts, refrigerants, and materials are billed separately and itemized on the invoice. Common prices are published at https://fenwickhvac.com/service-pricing.html. Parts and materials may require a deposit or full advance payment, particularly for special orders.

4.3 Initial Spending Authorization

Requesting service authorizes up to $500 in total charges, including the service call, labor, parts, and materials, for reasonable testing, diagnosis, and repairs needed to restore working operation. Failed parts may require replacement as part of diagnosis. We will obtain additional authorization before the total bill exceeds $500. Additional authorization may be verbal, electronic, or written. Declining or withdrawing authorization for further work does not excuse charges already authorized or incurred.

4.4 Time-and-Material Estimates

Time-and-material estimates are not fixed prices. Actual charges may vary with required labor, parts, and materials. We will obtain approval when the anticipated total exceeds the estimate by more than the lesser of 50% or $500, or exceeds any previously authorized spending limit.

4.5 Fixed-Price Work

Fixed-price estimates cover the work described. Changes to scope or additional work require separate authorization.

4.6 Customer-Supplied Parts

Fenwick HVAC does not install customer-supplied parts except approved thermostats. Customer-supplied thermostats and their installation carry no Fenwick HVAC parts or labor warranty unless separately agreed in writing. Authorized labor remains payable if a supplied thermostat is unsuitable.

5. Safety & Critical Repairs

5.1 Unsafe Equipment and Safety Shutdowns

Fenwick HVAC may refuse to operate or service any equipment that, in our reasonable professional judgment, poses an unacceptable risk to persons or property. We may shut down or disable such equipment and may notify the owner, property manager, or appropriate authorities.

We will explain the safety concern and, where practical, assist in mitigating the effects of lost equipment operation.

The customer is responsible for any costs to restore operation or replace the equipment, and Fenwick HVAC is not liable for resulting losses or damages, except as required by law.

5.2 Critical Repairs

Critical Repairs are deficiencies requiring correction to prevent equipment failure, significant damage, or interruption of service. Identified Critical Repairs will be documented. Where a maintenance agreement applies, continued agreement benefits may depend on completing these repairs as specified in that agreement.

5.3 Fire and Carbon Monoxide Detection

Before completing residential service, at least one operating, in-date smoke alarm is required. Service involving fuel-burning equipment also requires at least one operating, in-date carbon monoxide alarm. A combination alarm may satisfy both requirements. Alarms are considered expired at the manufacturer's stated replacement date or, where none is stated, after 10 years; alarms of unknown age are considered expired. Fenwick HVAC will install a combination alarm at cost, or without charge at its discretion. This is a minimum safety precaution, not an inspection or certification of building-wide code compliance.

6. Payment

6.1 Payment Terms

Payment is due upon receipt of invoice unless alternative payment terms have been agreed upon in advance.

6.2 Outstanding Balances

Fenwick HVAC may suspend or decline further service, including emergency service, when a customer has an outstanding balance.

6.3 Payment Disputes

We encourage customers to contact Fenwick HVAC directly before disputing a payment so we have an opportunity to resolve the concern. This does not limit any rights provided by law.

We strive to resolve disputes to our mutual satisfaction. If a dispute cannot be resolved directly, Fenwick HVAC recommends mediation through the Better Business Bureau Serving Delaware and is willing to participate when available.

Better Business Bureau Serving Delaware | 60 Reads Way, New Castle, DE 19720 | 302-221-5255 | https://www.bbb.org/local-bbb/bbb-serving-delaware

6.4 Collection Costs

The customer is responsible for reasonable costs of collecting overdue amounts, including applicable court costs and fees, to the extent permitted by law.

7. Customer Acceptance

7.1 Acceptance of Terms

By requesting or authorizing service, the customer agrees to these Residential Service Terms and Conditions, provided they have been made available before service begins. A separate written agreement supersedes only those provisions it expressly modifies. All other provisions remain applicable.

7.2 Severability

If any provision of these terms is found invalid or unenforceable, the remaining provisions remain in effect.

7.3 Current Terms and Updates

The current Service Terms and Conditions are available at https://fenwickhvac.com/service-terms.html. Fenwick HVAC may update these terms periodically. Updated terms apply to services started on or after their effective date. Work already underway remains subject to the terms in effect when work began, unless otherwise agreed in writing.

COMMERCIAL

Key Terms

1. Service warranty. Completed service and repair work is warranted for 30 days from completion, subject to the exclusions in Section 2.2.

2. Service call fee. Nonrefundable. Cancellation or rescheduling with at least 24 hours' notice receives a credit toward future service, including a maintenance agreement.

3. Initial authorization. Requesting service authorizes up to $500 in total charges, including the service call, labor, parts, and materials. Additional authorization is required before the total exceeds $500.

This summary is for convenience. The complete Terms below govern coverage, exclusions, and responsibilities.

1. Scope of Work

1.1 Applicability

These terms apply to commercial, industrial, institutional, and other nonresidential service, including HVAC, refrigeration, ice machines, building automation, and related systems. They also apply to multifamily properties containing more than four units when the building owner, property manager, or association is responsible for HVAC service, whether the equipment serves individual units or is shared. When individual homeowners or condominium unit owners are responsible for their own HVAC service, the Residential Service Terms apply regardless of building size.

1.2 Scope of Services

Fenwick HVAC provides heating, ventilation, air conditioning, refrigeration, electrical, plumbing, gas, building automation, and related services within the scope of its applicable licenses and qualifications. We perform authorized work using professional judgment, accepted industry practices, and applicable safety standards. The scope of each visit is established by the customer's request and work documented in service records, estimates, or invoices.

1.3 Authorization

Service may be authorized by the property owner, business owner, manager, or another person reasonably understood to have authority to request the work. The customer is responsible for ensuring its representatives have appropriate authorization.

1.4 Installations and Replacements

These Service Terms apply to service and repair work only. Equipment installations and replacements are governed by Fenwick HVAC's Installation Terms and Conditions or a separate written agreement.

2. Service Warranty

2.1 Service Warranty

Fenwick HVAC warrants completed service and repair work for 30 days from completion, including recurrence of the original reported problem. Covered issues will be corrected at no additional charge, subject to Section 2.2.

2.2 Warranty Exclusions

a. Unverified problems: Reported problems that could not be reproduced or verified during the original service visit when no corrective repair was performed.

b. Progressive diagnostic repairs: When the cause cannot be conclusively identified and repairs are performed progressively to isolate the problem, the work performed is warranted, but resolution of the underlying problem is not guaranteed.

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3.2 After-Hours Service

After-hours, weekend, and holiday service is billed at our published rates and minimums. When a regularly scheduled service visit extends into after-hours time, we generally waive the premium at our discretion. Customers will be informed before any premium charges are incurred.

3.3 Cancellations

Service call fees are nonrefundable. Cancellations or rescheduling with at least 24 hours' notice receive a credit for the paid service call fee toward future service, including a maintenance agreement. If Fenwick HVAC cancels an appointment and cannot perform the service, the customer may reschedule or receive a refund of advance payments for unperformed work.

3.4 Maintenance Agreement Benefits

Customers holding a maintenance agreement receive the fee waivers, labor provisions, and other pricing benefits specified in that agreement for covered services. Benefits are not retroactive. Where an applicable maintenance agreement provides more favorable terms, that agreement controls.

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Time-and-material estimates are not fixed prices. Actual charges may vary with required labor, parts, and materials. We will obtain approval when the anticipated total exceeds the estimate by more than the lesser of 50% or $500, or exceeds any previously authorized spending limit.

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5. Safety & Critical Repairs

5.1 Unsafe Equipment and Safety Shutdowns

Fenwick HVAC may refuse to operate or service any equipment that, in our reasonable professional judgment, poses an unacceptable risk to persons or property. We may shut down or disable such equipment and may notify the owner, property manager, or appropriate authorities.

We will explain the safety concern and, where practical, assist in mitigating the effects of lost equipment operation.

The customer is responsible for any costs to restore operation or replace the equipment, and Fenwick HVAC is not liable for resulting losses or damages, except as required by law.

5.2 Critical Repairs

Critical Repairs are deficiencies requiring correction to prevent equipment failure, significant damage, or interruption of service. Identified Critical Repairs will be documented. Where a maintenance agreement applies, continued agreement benefits may depend on completing these repairs as specified in that agreement.

5.3 Fire and Carbon Monoxide Detection

Fenwick HVAC does not inspect or certify commercial fire, smoke, or carbon monoxide detection systems except for their interfaces with equipment being serviced.

If we identify or become aware of a safety deficiency during our work, we will immediately notify the senior person responsible for the property and follow up with written or electronic notification. In some jurisdictions, we may be required to report the condition to the appropriate code or fire authorities.

6. Payment

6.1 Payment Terms

Commercial invoices are due within 30 calendar days of the invoice date (Net 30). Payment must be received by the due date unless different terms have been agreed upon in writing.

6.2 Late Payments

Past-due balances are subject to a late fee of 2% of the unpaid invoice balance, assessed in full on the 31st calendar day after the invoice date and every 30 calendar days thereafter until paid, or the maximum permitted by law, whichever is less.

6.3 Alternative Payment Arrangements

Alternative payment arrangements must be approved in writing before an account becomes past due. Once past due, late fees and service suspension cannot be waived by any employee or representative of Fenwick HVAC.

6.4 Suspension of Service

Except as provided in Section 6.5, service, including emergency service, is automatically suspended when an account becomes past due and remains suspended until all outstanding balances, including applicable late fees, are paid in full.

Automatic payments for service contracts or maintenance agreements will continue during suspension, do not waive or override the suspension, and will not be applied to overdue balances.

6.5 Good-Faith Billing Disputes

A billing dispute reported in good faith before the payment deadline will not trigger late fees or service suspension on the disputed amount while resolution is pending, provided all undisputed amounts are paid when due.

6.6 Payment Disputes

We encourage customers to contact Fenwick HVAC directly before disputing a payment so we have an opportunity to resolve the concern. This does not limit any rights provided by law.

We strive to resolve disputes to our mutual satisfaction. If a dispute cannot be resolved directly, Fenwick HVAC recommends mediation through the Better Business Bureau Serving Delaware and is willing to participate when available.

Better Business Bureau Serving Delaware | 60 Reads Way, New Castle, DE 19720 | 302-221-5255 | https://www.bbb.org/local-bbb/bbb-serving-delaware

6.7 Collection Costs

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7.1 Acceptance of Terms

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