

**TERMS & CONDITIONS****IRON SHIELD MAINTENANCE PLANS****“MECHANICAL ROOM”, “IRON TRIO”, “IRON TRIO - CUSTOM”, “CUSTOM GUARD”**

- ✓ Enjoy unbeatable peace of mind with our transparent and reliable service with no hidden or surprise fees!
- ✓ **Labour is entirely FREE!** We've got you covered with significant savings and expert service.
- ✓ You can rest easy knowing that you're fully taken care of with no surprises, just exceptional benefits!

1. ANNUAL MAINTENANCE INSPECTION, CLEANING DETAILS & APPOINTMENTS

Hargrave Heating & Air Conditioning will perform (2) annual maintenance checks:

- “Mechanical Room” plan: 1 visit for heating (in the fall) and 1 visit for cooling (in the spring)
- “Iron Trio” plan: 1 visit for heating (in the fall), 1 visit for cooling (in the spring), 1 tankless visit to be done either with the heating or with the cooling
- “Iron Trio – Custom” plan: 1 visit for heating (in the fall), 1 visit for cooling (in the spring), 1 “custom item in plan” visit to be done either with the heating or with the cooling
- “Custom Guard” plan: 1 visit for item #1 (in the fall), 1 visit for item #2 (in the spring)

(1) FREE Service call per year (Air Conditioning or Furnace or Tankless or the Custom Item in your arranged custom plan – not simultaneously), with discounted service calls for future needs. Maintenance for cooling system will typically occur in the spring (Apr/May) and for heating & tankless systems together in the fall (Sept/Oct) –

- Note: Third Item - Tankless or Custom Item arranged in your plan, must be serviced at the same time as either the fall visit or spring visit, not a third appointment.

Appointments are available Monday-Friday, 8:00am-4:00pm, subject to availability in your area. We'll work together to schedule the most convenient appointment time, within these hours and area requirements. Hargrave Heating & Air Conditioning may attempt to contact the customer by e-mail and/or telephone as a reminder to book your annual maintenance visit, however it is the **customer's responsibility to contact Hargrave Heating & Air Conditioning to schedule your annual maintenance appointment(s)**. Failure to do so may result in missed maintenance appointments for your current annual term with no refunds, credits, or rescheduling outside of the designated months (April-May for spring, Sept-Oct for fall), as well no credit or discounts will be applied toward future terms as each term is separate.

Hargrave Heating & Air Conditioning reserves the right to reschedule maintenance appointments due to inclement weather or extreme cold/heat conditions, with or without notice, where emergency no-cooling or no-heating calls will take priority. If you are aware of extreme weather conditions from the news or weather networks, you may contact Hargrave to confirm whether your appointment may need to be rescheduled. No refunds, discounts, or credits will be issued for rescheduled appointments.

The following is a list of services provided during the maintenance visit:

Heating Systems	Cooling Systems	Tankless Water Systems
<ul style="list-style-type: none"> • FREE Indoor Air Quality Test • Adjust thermostat anticipator & level • Adequate air for safe combustion of appliances • Tighten Flue Connections • Remove blower assembly & clean louvers • Replace furnace filter (1" filter included, 1 per year) • Clean & adjust burners • Clean & lubricate blower motor • Clean & Inspect Heat Exchangers • Clean & adjust ignition or pilot assembly • Measure voltage & Amp draws • Tighten electrical connections • Test electrical capacitor • Check & adjust furnace gas pressure • Adjust furnace for proper temperature rise • Test furnace for operating efficiency • Clear furnace exterior of accumulated debris • Test furnace high limit safety shut off • Clear condensate drain assembly • Test for presence of Carbon Monoxide • Reseal exterior venting penetration if needed 	<ul style="list-style-type: none"> • FREE Indoor Air Quality Test • Clean and calibrate the thermostat • Check the refrigerant charge level • Inspect all visible refrigerant lines for leaks • Test the starting capabilities of the system • Replace furnace filter (1" filter included, 1 per year) • Check volts and amp draw on compressor & motor • Monitor the air temperature for proper cooling • Inspect all accessible duct work for leaks • Lubricate all moving parts • Inspect and adjust the blower and blower components • Inspect and tighten all electrical connections • Inspect all safety controls for defects • Service any drain pump that is present • Inspect electrical circuit breakers and fuses • Size and defects • Check for any fire hazards • Inspect drain lines for leaks & proper drainage 	<ul style="list-style-type: none"> • Full tank flush to remove mineral build-up • Heat exchanger flush to increase longevity • Removal of any sediment from tank • Clean intake air filter • Inspect & clean gas burner • Conduct a system pressure test • Inspect venting for cracks & defects • Test for presence of Carbon Monoxide • Tighten electrical connections • Test & adjust water temperature settings
		Ductless Mini Split
		<ul style="list-style-type: none"> • FREE Indoor Air Quality Test • Clean and calibrate the thermostat • Check and clean the indoor unit filters • Flush and clean the condensate drain line • Check system operation in both cooling and heating modes • Check the refrigerant charge level • Inspect all visible refrigerant lines for leaks • Test the starting capabilities of the system • Check volts and amp draw on compressor & motor • Monitor the air temperature for proper cooling components • Inspect and tighten all electrical connections • Inspect all safety controls for defects • Service any drain pump that is present • Inspect electrical circuit breakers and fuses • Check for any fire hazards

NOTE: Accessories and anything not listed in the above chart is NOT included in the plan.

2. “FREE” FILTERS

Receive two FREE filters 16"x25"x4" OR 16"x25"x1", a maximum of one per visit and two per year. The filter provided will be at Hargrave's discretion.

Note: Free Filters not included if your “Custom” plan does not service your Furnace or A/C (not included for ductless split systems).

3. SERVICE CALLS

- **1 Free Service Call and Discounted Future Service Calls:** Upon enrollment in the maintenance plan, you will receive one (1) free service call. Future service calls will be subject to a discounted fee (the discounted fee is subject to change at any time with or without notice).
- **Notification of Potential Issues:** You must notify us at the time of enrollment if you suspect any issues with your furnace, A/C, tankless water heater, ductless split single head system, or any custom item covered under the plan. Failure to do so may affect the timely and accurate diagnosis of any issues.
- **Service Call and Plan Enrollment:** If you are booking a service call and enrolling in the maintenance plan simultaneously, you will still be required to pay for the service call. The free service call included in the plan will only apply after you have been enrolled in the maintenance plan. For any immediate service call requested directly after enrollment, the unit(s) must have been in proper working order at the time of enrollment. The free service call cannot be applied to any service call made prior to your enrollment being processed.

4. PARTS

Experience exceptional value with our **exclusive 50% discount** on **any retail marketed parts** not covered by warranty. We prioritize transparency offering clear pricing without hidden surprises. We put your needs first and ensure you get the best deal on parts when you need them most, and don't forget **Labour is FREE!**



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5. TERM – COMMITMENT

By requesting enrollment in our Iron Shield Maintenance Plan (verbally or in writing) and providing us with payment (either the monthly or annual payment option) whether, you authorize Hargrave Heating & Air Conditioning to charge the total amount due from the account provided, effective immediately. By doing so, you also acknowledge and agree to all terms and conditions outlined in this document.

The Iron Shield Maintenance Plan will commence on the date of purchase and renew annually. By agreeing to this plan, you fully understand that you are committing to a full one-year term (12 months), which includes automatic renewal for subsequent one-year terms. Even if you choose to pay in monthly installments, you are agreeing to pay for the entire year and for each subsequent annual renewal. Each renewal represents a one-year commitment.

6. AUTOMATIC PAYMENTS

Automatic payments will continue monthly or annually until Hargrave Heating and Air Conditioning receives a written notice of termination with **30 days' prior notice** via email or mail. Please note that cancellations are only accepted **30 days before the end of your one-year term**.

In the event that your credit card is declined, you acknowledge that you will be responsible for the **full payment immediately**. Failure to provide immediate payment may result in additional fees such as interest, administration and collection fees at Hargrave Heating & Air Conditioning's discretion.

7. RENEWAL

Following the initial term, the plan will renew automatically on an annual basis, unless a written notice of termination is received **30 days prior to the renewal date**. By enrolling in this plan, you acknowledge and agree to remain fully responsible for all payments throughout the term-commitment period(s). Fees are subject to annual increases. Maintenance Plan details and fees are subject change at the time of renewal, with or without prior notice. Customers are responsible for contacting Hargrave Heating & Air Conditioning to discuss any possible changes with their plan before renewal, as well as review the terms and conditions prior to renewal. Plan renewal is subject to cancellation by Hargrave Heating & Air Conditioning with or without prior notice to your planned renewal date. All Terms and Conditions are subject to change. It is the customer's responsibility to confirm if your plan has been renewed and/or if Plan Details & Coverage, Fees, Terms & Conditions have changed. Custom, expired, or grandfathered maintenance plans will end at the conclusion of the annual term. It is the customer's responsibility to contact Hargrave Heating & Air Conditioning 30 days before the plan's expiration or renewal date to discuss options. If no contact is made by the customer, the monthly fee may continue, and you will automatically be transferred to a new plan selected by Hargrave Heating & Air Conditioning, subject to an annual commitment and monthly charges unless otherwise discussed 30 days before renewal.

If, due to administrative error or system oversight, a customer is incorrectly renewed under an expired plan, incorrect plan, or outdated pricing:

- The customer will be notified in writing once the error is identified;
- The plan will be corrected and adjusted to reflect the current pricing and coverage, or the closest active plan available;
- By continuing without cancellation, the customer agrees to the updated plan and fees retroactive to the renewal date;
- The customer may be required to pay the difference in price from the originally billed amount, including any applicable HST that was not charged due to the error.

8. MAINTENANCE PLAN CANCELLATION

You can submit your cancellation notice in writing at any time during your commitment-term, provided it is at least **30 days prior** to the end of the current term. However, if you cancel shortly after committing, you are still responsible for the full **one-year (12 months) payment**. Your cancellation will stop renewal, but the initial term payment remains due. If you cancel less than 30 days before the term ends, you agree to be fully responsible for the renewal payment.

Cancellation options are only available during the last month within each year until the last month of your term-commitment agreement. To cancel, you must submit your cancellation request in writing, providing 30 days' notice before the renewal date.

9. APPOINTMENT CANCELLATION

a. Cancellation by the Customer

We require a minimum of 24 hours' notice (one full business day, Monday to Friday) to cancel or reschedule any scheduled appointment. Cancellations made with less than 24 hours' notice will be subject to a cancellation fee of \$100.00 + HST (cancellation fee subject to change per Hargrave Heating & Air Conditioning).

All cancellations must be submitted via email to: enquiries@hargraveheating.com (or by phone with a Hargrave agent).

You must receive written confirmation via e-mail from Hargrave Heating & Air Conditioning for the cancellation to be considered valid. If you do not receive confirmation, the cancellation has not been accepted, and the appointment remains in effect.

By agreeing to these terms, the customer authorizes Hargrave Heating & Air Conditioning to charge the \$100.00 + HST cancellation fee to the credit card on file, or agrees to remit full payment of the fee within 7 business days of the missed appointment (Cancellation fee amount subject to change per Hargrave).

Failure to pay the cancellation fee within this timeframe may result in the termination of your maintenance plan, and the fee will remain payable immediately. Failure to submit full payment may also result in late fees, interest charges, additional administrative fees, and third party costs including but not limited to collections and/or legal fees.

b. Company-Initiated Cancellations

In the event that Hargrave Heating & Air Conditioning is unable to fulfill a scheduled appointment due to unforeseen circumstances (including but not limited to inclement weather, staffing availability, equipment issues, or emergencies), we will make every reasonable effort to notify the customer as soon as possible.

We will also work with the customer to reschedule the appointment at a mutually convenient date and time. While we make every effort to keep scheduled appointments, there may be occasions when rescheduling is necessary. We appreciate your understanding and flexibility in such situations.

Hargrave Heating & Air Conditioning is not liable for any inconvenience or costs resulting from the need to reschedule an appointment.

10. PAYMENT INFORMATION – AUTOMATIC PAYMENT TERMS & RENEWAL

By signing this agreement and selecting 'monthly' or 'annual' payment option, you authorize Hargrave Heating & Air Conditioning to charge the Total Payable from the account provided effective immediately. Automatic Payment Terms: Automatic payments will continue on a monthly or annual basis until Hargrave Heating and Air Conditioning receives a written notice of termination, with **30 days' prior notice**, via email or mail. Please note that cancellations are subject to a **one-year commitment**. To cancel your plan, written notice must be provided **30 days before the end of your annual term**. Note: the automatic payment will continue on a monthly or annual basis until a 30 day prior written notice of termination is received by Hargrave Heating & Air Conditioning (email acceptable), if you don't cancel within this time period and your automatic payment is processed, you will be committed to another one-year commitment, no exceptions, refunds or credits will be granted for late cancellations.

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11. DECLINED PAYMENTS

If payment is declined due to insufficient funds, expired credit card, or for any reason, your account will be suspended until the balance is settled.

Continued failure to settle the past due balance may result in late fees, interest charges and/or third party collection fees. Hargrave Heating & Air Conditioning reserves the right to pursue outstanding amounts through legal means if necessary, in which you will be fully responsible for all legal fees incurred.

12. TERM

The plan will start the day you purchased it. The initial term of the agreement will be twelve (12) months. Following the initial term, the plan will renew automatically on an annual basis until a notification of termination is received. There are no cancellation options with these plans. If you wish to cancel your plan after the initial first year, please contact us 30 days prior to your renewal date.

13. CUSTOMER RIGHT TO MAINTENANCE PLAN CANCELLATION

All applicable sales, deals or promotions must be paid back to Hargrave Heating & Air Conditioning prior to cancellation within 30 days or less. Failure to do so may result in late fees, interest charges, additional administrative fees, and third party costs including but not limited to collections and/or legal fees.

14. 1-YEAR WARRANTY ON REPAIRS

Hargrave Heating & Air Conditioning will provide a 1-year labour warranty on all repairs made which includes all services required to remove & replace defective parts. Replacement warranty on any parts, are based on the manufacturer's warranty specifications.

15. TRANSFERABLE

This plan is transferable to a subsequent owner of the residence. To transfer, please have new owners contact Hargrave Heating & Air Conditioning directly to make necessary payment arrangements.

16. ACCESSORIES: 15% Discount

- Carbon Monoxide Detectors
- HRV'S (Heating Ventilation Recovery Systems)
- Humidifiers
- Most Air Cleaners
- Thermostats
- UV Lights
- Wet Sensors
- Condensate Pumps

17. AGREEMENT

By providing monthly or annual payment, you agree that you have fully read, understood, and accept all terms and conditions, which are legally binding and governed by the laws of the province of Ontario.

Thank you for choosing Hargrave Heating & Air Conditioning!