

## Terms & Conditions

Effective from 28 September 2025

### 1. About Us

**Action Air Ltd** (“we”, “our” or “us”) is a New Zealand company specialising in the installation, maintenance and repair of air conditioning and HVAC systems. We provide our services only within New Zealand.

### 2. Acceptance of Terms

By requesting a quote, placing an order or otherwise engaging us to provide services, you (“you” or “the customer”) agree to these Terms & Conditions.

### 3. Services

We will carry out the services described in our quote or agreement with you. Any changes to the scope of work must be agreed in writing.

### 4. Pricing & Payment

All prices are in New Zealand dollars (NZ\$) and exclude GST unless stated otherwise.

Payment is due within 7 days of the invoice date unless otherwise arranged in writing before work begins. We may charge interest or late fees on overdue amounts at a reasonable rate permitted under New Zealand law.

### 5. Scheduling & Completion

We will make reasonable efforts to complete work within the timeframes agreed with you. However, dates are estimates only and may change due to factors outside our control.

### 6. Refunds & Returns

Because our services are tailored to each customer, refunds are not generally available once work has commenced. If you believe we have not met our obligations under the Consumer Guarantees Act 1993, please contact us and we will work with you to resolve the issue.

### 7. Warranties

Any product warranties are as provided by the manufacturer or supplier.

We will pass on to you the benefit of any such warranties to the extent permitted.

Our workmanship is guaranteed for a reasonable period as required under the Consumer Guarantees Act.

## 8. Ownership of Work

All intellectual property or design created specifically for you under our agreement becomes your property once payment has been received in full.

## 9. Liability

To the maximum extent permitted by law, our liability for any loss or damage arising out of or in connection with our services is limited to the total price paid for the relevant services.

We are not liable for indirect or consequential losses (such as lost profits or business interruption).

Nothing in these Terms affects your rights under the Consumer Guarantees Act 1993 or Fair Trading Act 1986.

## 10. Privacy

We collect and store your personal information only for the purposes of providing our services and managing our relationship with you. We will not disclose your information to third parties except as required by law or as necessary to deliver our services.

## 11. Governing Law

These Terms & Conditions are governed by the laws of New Zealand. Any disputes will be subject to the non-exclusive jurisdiction of the New Zealand courts.

## 12. Contact

If you have any questions about these Terms & Conditions, please contact us at :

**Action Air Ltd**

Email : info@actionair.co.nz

Phone : 022 012 1517

## Privacy Policy

Effective from 28 September 2025

### 1. Who We Are

**Action Air Ltd** (“we”, “our” or “us”) installs, maintains and repairs air conditioning and HVAC systems in New Zealand. We are committed to protecting your privacy in accordance with the Privacy Act 2020.

### 2. What Personal Information We Collect

We may collect the following types of personal information from you :

Name, address and contact details (phone, email)

Details about your property or site where work is carried out

Payment information (for invoicing purposes)

Any communications you have with us (emails, calls, messages)

We generally collect this information directly from you, but we may also receive information from third parties (e.g., suppliers, subcontractors) where needed to provide our services.

### 3. How We Use Your Information

We use your personal information to :

Provide and manage our services

Communicate with you about your job or account

Issue invoices and process payments

Improve our services

Meet our legal obligations

### 4. Disclosure of Your Information

We do not sell your personal information.

We may share it with :

Our staff, contractors and suppliers involved in providing your services

Our professional advisers (e.g., accountant)

Government agencies or regulators if required by law

### 5. Storage & Security

We take reasonable steps to keep your personal information secure and to protect it from loss, misuse, or unauthorised access.

Information may be stored electronically on secure servers or in hard copy at our offices.

## 6. Access & Correction

You have the right to :

Access the personal information we hold about you

Request correction of any information that is inaccurate

To do so, please contact us using the details below.

## 7. Retention

We only keep your personal information for as long as necessary to provide our services or as required by law.

## 8. Cookies & Website Analytics (if applicable)

If you use our website, we may collect non-personal information such as IP addresses or use cookies/analytics to improve our website. You can disable cookies in your browser settings.

## 9. Changes to This Policy

We may update this Privacy Policy from time to time. Any changes will be posted on our website with the updated date.

## 10. Contact Us

If you have any questions about this Privacy Policy or wish to exercise your rights, please contact:

**Action Air Ltd**

Email : info@actionair.co.nz

Phone : 022 012 1517

## Website disclaimer

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The information provided on this website by **Action Air Ltd** is for general information purposes only. While we make every effort to ensure the information is accurate and up to date, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of the information contained on this site.

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Nothing on this website constitutes professional advice specific to your situation. For advice tailored to your needs, please contact us directly.

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