

## Arctic Hot Tubs - Terms & Conditions of Service



Before our technician begins any work, it is essential that you thoroughly acquaint yourself with the terms and conditions. Allowing our technician to initiate service implies your complete acceptance of the terms and conditions outlined. We appreciate your attention to these terms, which govern our spa, hot tub & all weather pool repair and maintenance services.

### **APPOINTMENTS:**

Our appointment scheduling is designed to provide you with the earliest available service window between 8:30 am and 4:30 pm Monday to Friday (Holidays excluded). To ensure a smooth and convenient process, we kindly ask to confirm your appointment by responding to the appointment confirmation email sent to you. We are unable to agree to specific times as our technician's days are heavily influenced by drive times, length of previous calls and weather.

Please be aware that failing to confirm your appointment will result in us being unable to provide service at the scheduled date. Additionally, for part installation appointments, we will schedule them once the necessary part(s) have arrived. We appreciate your cooperation in adhering to these appointment guidelines, which help us serve you more efficiently.

### **WARRANTY SERVICE:**

When you request a service call or one is accepted based on the advice of our representatives, you are aware that warrantable service calls can only be confirmed by the technician on site. A detailed copy of your specific warranty can be found at [www.arctichottubs.com/resources](http://www.arctichottubs.com/resources) (password: *arctichottubs*). If you have questions related to what parts and/or labour are covered please refer to these documents. Should all repairs, parts and labour be covered your final paperwork will reflect so.

In the event that the issue(s) reported does not fall within the scope of the manufacturer's warranty you will be responsible for all costs associated with the repair of the unit. This includes service call fees, on site labour, parts and mileage if applicable.

### **NON-WARRANTY SERVICE CALL FEE:**

When you accept a service call or one is suggested by our representatives, a service call fee of 149 + tax will be applied. If you are outside our standard service area additional fees will apply. This fee covers two main components:

***Travel and Assessment Time:** The service call fee includes the time it takes for our technician to leave our office, travel to your location, and perform an initial analysis of the problem(s) you have reported.. This initial assessment helps us understand the issue and what may be needed to fix it. Please note that this fee is not for the actual repair work but for this essential evaluation step.*

***Non-Refundable Fee:** The service call fee is non-refundable, meaning that once it's charged, it will not be returned or refunded, regardless of the outcome of the service call.*

Our pricing for repair services is determined by the nature of the job and the specific requirements of your spa, hot tub or all weather pool. It is important to note that our charges are based on the complexity and extent of the repair needed, not on the time alone that it takes to perform the repair. This approach ensures fairness and transparency in our pricing, as it accurately reflects the resources, materials, and expertise required to address your unit's issues. We appreciate your understanding of our commitment to providing cost-effective and value-driven repair services.

### **NON-WARRANTY REPAIR - WARRANTY:**

Our commitment to your satisfaction extends to a 30-day labour warranty, which covers the same problem that we initially attempted to repair. However, it's important to note that this warranty is specific to the issue we addressed during our service call and does not extend to cover any other problems or repairs. Parts replaced outside of the spas or all weather pool's original warranty will be subject to a one year warranty from the date of installation.

This warranty also does not apply if the spa, hot tub or all weather pool malfunctions due to factors beyond our control, such as weather damage or pests. Please be aware that this warranty is exclusive to the customer and is non-transferable to others. Additionally, it is void in cases of improper usage, inadequate maintenance, or relocating the unit.

In cases where our service technician makes multiple visits to address the same warranty issue but no defect is identified or it is determined to fall outside the scope of the warranty, a service call fee will be applicable for the additional service.

### **ESTIMATES:**

Our estimates are valid for a period of 7 days from the date of issuance. Please keep in mind that this is also just an estimate. Once a technician commences work additional issues, parts and time may apply. We will do our best to provide you with additional information during the repairs should any of these issues arise.

**CUSTOMER RESPONSIBILITIES:**

For the technician to provide service, it is required that someone 18 years of age or older either be present or available to be reached during the performed service call. There must also be access through the yard, access to an outdoor power source including the GFCI breaker and an outdoor plug along with an operational water source and hose.

To ensure a smooth service experience, our technician must have unrestricted, easy access to the spa, hot tub or all weather pool without interference from children, pets, foliage, decking, gazebos or any other items that may impede access to assess and repair.

We are also not liable for moving the spa, hot tub or all weather pool. If the unit in question needs to be moved it is the responsibility of the customer to do so. Additional charges will be incurred for us to return. If you are unable to move the unit in question additional fees will apply for us to send extra help. If the customer requests or requires us to do so, please be aware that we are not responsible for any potential issues that may arise. It is essential to understand that there is a liability waiver in place, ensuring the unit's accessibility remains the customer's responsibility.

Additionally, it's essential to highlight that if the unit being serviced is not installed to the manufacturer's standards or has had 3rd party service we will be unable to proceed with the service. In such cases, we will not be responsible for any return of payments for the service call.

We appreciate your cooperation in adhering to these customer responsibilities, as they help us provide efficient and effective service.

**REFUSAL OF SERVICE:**

We want to assure our valued customers that we are committed to providing the highest level of service. However, we reserve the right to refuse service to anyone at our discretion. This measure is typically taken in cases of disrespectful or disruptive behavior that may compromise the safety and efficiency of our technicians or any team member

Please be aware that in situations where service is refused due to customer actions or behavior, a service call fee may be charged. Our goal is to maintain a respectful and safe working environment for our technicians while delivering top-notch service.

**PAYMENT:**

All payment for services rendered is due upon the completion of the job.

In cases where payments are overdue, a late fee will be applied at a rate of 1.5% per month or the highest rate permitted by law, whichever is smaller. This policy is in place to ensure prompt and fair payment for our services.

It is important to note that the customer agrees to be responsible for covering all collection expenses, including but not limited to attorneys' fees, in the event that collection efforts become necessary.

We appreciate your understanding of these payment terms, which help us maintain efficient and transparent financial transactions.

**COMPENSATION:**

We will not provide compensation in the form of discounts, replacement chemicals or any other matter should the unit need to be drained in order to complete the repair regardless of when the last drain and refill was completed.