



Gas Tech Heating Ltd

Basis of contract

- 1.1 The Quotation and the Quote Specification constitutes an offer by Gas Tech to deliver the Services in accordance with these Conditions.
- 1.2 The Quotation shall only be deemed to be accepted when the Customer has signed and returned a copy of the Quotation and Quote Specification at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 1.3 Any samples, drawings, descriptive matter or advertising issued by the Gas Tech, and any descriptions or illustrations contained in the Gas Tech 's documentation, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 1.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.5 Any Quotation and Quote Specification provided by Gas Tech to the Customer shall constitute a valid offer capable of acceptance for a period of 30 days only. Should the Customer wish to accept the Quotation and Quote Specification following 30 days Gas Tech reserves the right to amend such including prices.
- 1.6 A Quotation is provided by Gas Tech to the Customer based on a visual inspection only, should the Gas Tech , through performance of the Services discover an unexpected issue, he will consult with the Customer regarding such. Should the Gas Tech 's time and materials exceed what has been provided in the Quote Specification, Gas Tech reserves the right to amend the Quotation for such unexpected events and issues.

2. Supply of Services

- 2.1 Gas Tech shall supply the Services to the Customer in accordance with the Quote Specification in all material respects.
- 2.2 Gas Tech shall use all reasonable endeavours to meet any performance dates specified in Quote Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
 - (a) Provide Gas Tech with such information and materials as Gas Tech may reasonably require in the Quotation Specification to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (b) Prepare the Customer's premises for the supply of the Services;
 - (c) Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (d) Keep all materials, equipment, tools, documents and other property of Gas Tech (**Gas Tech Materials**) at the Customer's premises in safe custody at its own risk, maintain Gas Tech Materials in good condition until returned to the Gas Tech , and not dispose of or use Gas Tech Materials other than in accordance with the Gas Tech 's written instructions or authorisation;





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In the event the Customer cancels an appoint for Gas Tech to deliver the Services with less than 24 hours' notice, the Customer shall be liable for a £100 cancellation fee. If the Customer wishes to rearrange the Services they shall be liable for, on completion of the Services, the full amount specified in the Quotation and Quote Specification, any reasonable adjustments made in accordance with clause 3.3 and the cancellation fee as specified in this clause 4.3.

3. Charges and payment

3.1 The Charges for the Services shall be calculated on a time and materials basis:

- (a) The Charges shall be calculated in accordance with the Gas Tech 's daily fee rates, as specified by Gas Tech from time to time;
- (b) The Gas Tech 's daily fee rates for each individual are calculated on the basis of an eight-hour day worked on Business Days between 07:30 to 18:00;
- (c) Gas Tech shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1(b); and
- (d) Gas Tech shall be entitled to charge the Customer for any expenses reasonably incurred, including the purchase materials, in connection with the Services

3.2 Gas Tech shall invoice the Customer on completion of the Services and customer shall pay on receipt of the invoice, unless otherwise agreed in writing between Gas Tech and the Customer.

3.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Gas Tech to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Gas Tech ,pay to Gas Tech such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

3.4 If the Customer fails to make a payment due to Gas Tech under the Contract by the due date, then, without limiting the Gas Tech 's remedies under clause 6, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 5% a month above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

3.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. Data protection

4.1 Gas Tech shall hold all Personal Information as provided by the Customer in accordance with the Data Protection Legislation.



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4.2 Gas Tech holds all Customer Personal Information on the basis of Consent and Legitimate Interest as defined by the General Data Protection Regulation.

4.3 Without prejudice to the generality of clause 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Gas Tech for the duration and purposes of the Contract.

4.4 Gas Tech shall only process the Customers Personal Data when it is the Customers Legitimate Interest or example, when sending a Customer a reminder for their boiler service or to leave a review of the Gas Tech s performance of the Services.

5. Limitation of liability

5.1 Gas Tech has obtained insurance cover in respect of its own legal liability for individual claims not exceeding ONE MILLION POUNDS STERLING (£1,000,000.) per claim.

5.2 Nothing in the Contract limits any liability which cannot legally be limited, including limited to liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; and
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

5.3 This clause 5 shall survive termination of the Contract.

6. Termination

6.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 7 days written notice.

6.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) [the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within [NUMBER] days of that party being notified in writing to do so;]
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by Quotation of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or



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- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

6.3 Without affecting any other right or remedy available to it, Gas Tech may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment[; or **OR** .]
- (b) [there is a change of control of the Customer.]

6.4 Without affecting any other right or remedy available to it, Gas Tech may suspend the supply of Services under the Contract or any other contract between the Customer and Gas Tech if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d), or Gas Tech reasonably believes that the Customer is about to become subject to any of them.

7. Consequences of termination

7.1 On termination of the Contract:

- (a) the Customer shall immediately pay to Gas Tech all of the Gas Tech 's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Gas Tech shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of Gas Tech Materials and any parts for services which have not been fully paid for. If the Customer fails to do so, then Gas Tech may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Contract.

7.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination or expiry.

7.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

8. Warranties and Guarantees

8.1 Gas Tech warrants to the Customer that the workmanship delivered by Gas Tech in accordance with the Quote Specification is fit for purpose and to the required level. This guarantee only applies to works and workmanship related to the Services.



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8.2 The guarantee provided by Gas Tech in clause 9.1 shall apply for 12 months from delivery of the services and only apply in the event the workmanship has not been tampered with.

8.3 Gas Tech shall not be liable for any failure of any materials, parts, or the workmanship of other Gas Tech s. This guarantee is also void if the Customer of a third party Gas Tech following such a failure of the Gas Tech s workmanship interferes with any failed workmanship.

9. Complaints

9.1 Upon completion, if you are not wholly satisfied with the Services performed by Gas Tech, you have the right to raise a formal complaint. In first instance, complaints shall be addressed in writing to [insert email address]

9.2 Once your complaint has been received and reviewed, a member of the Gas Tech team will contact you in relation to such. In doing so they may request a visit to your property to inspect work and assess the facts of the complaint.

9.3 In the event that Gas Tech accept fault, Gas Tech shall make good on any wrongdoing or any shortfall in compliance with the Services.

9.4 Both the Customer and Gas Tech shall work together to resolve any complaints with the upmost good faith to correct any shortcomings in the Services.

9.5 In the event that the Parties are unable to reach a reasonable agreement in relation to the complaint, they shall agree on an independent expert to investigate the fact of the complaint. The expert shall advise the best way for both parties to proceed. Should the parties disagree on such then they shall have the right to take legal action.

9.6 In the event clause 10.5 applies the costs of the expert shall be covered by both parties

10.

11. General

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Entire agreement.

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.3 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives) or agreed in accordance with clause 3.3.



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11.4 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.5 Third party rights.

This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.6 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.7 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

12. Definitions

12.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 3 ([Charges and payment](#)).

Commencement Date: has the meaning given in clause 1.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.3.

Contract: the contract between Gas Tech and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

[Controller, processor, data subject, personal data, personal data breach, and processing and appropriate technical measures: as defined in the Data Protection Legislation.]

Customer: the person or firm who purchases Services from the Gas Tech.

Customer Default: has the meaning set out in clause **Error! Reference source not found.**

[Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)]; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party].]



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Intellectual Property Rights: patents, [utility models,] rights to inventions, copyright and [neighbouring and] related rights, [moral rights,] trade marks [and service marks], business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off [or unfair competition], rights in designs, [rights in computer software,] database rights, rights to use, and protect the confidentiality of, confidential information (including know-how [and trade secrets]), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Quotation: the Customer's Quotation for Services as set out in the Customer's quotation document to which these terms and conditions are appended.

Services: the services supplied by Gas Tech to the Customer as set out in the Quote Specification.

Quote Specification: the description or Quote Specification of the Services provided in writing by Gas Tech to the Customer in the letter to which these terms are appended.

Gas Tech: Gas Tech Heating Limited registered in England and Wales with company number 9982905 and whose registered office address is situated at 34 Whelpley Hill Park, Whelpley Hill, Chesham, Buckinghamshire, HP5 3 RJ..

Gas Tech Materials: means all materials, equipment, tools, documents and all other property of Gas Tech which may be left at the premises of the Customer from time to time and as further described in clause 4.1(d).

Tom Twomey
For and on behalf of
Gas Tech Heating Ltd

_____(Signed)

_____(print)

_____(date)

