

TERMS AND CONDITIONS OF SUPPLY OF SERVICES- GAS TECH HEATING LIMITED

1. Basis of Contract

1.1 The quotation and accompanying Quote Specification ("Quotation") constitutes an offer by Gas Tech Heating Ltd ("Company") to supply the Services subject to these Conditions.

1.2 The Quotation shall only be deemed accepted when the Customer:

- signs and returns the Quotation; or
- confirms acceptance in writing by email.

Upon acceptance, a legally binding contract ("Contract") shall come into existence on that date ("Commencement Date").

1.3 A Quotation is valid for 14 days only from its date of issue. Thereafter the Company may withdraw or revise it, including prices.

1.4 Quotations, Unforeseen Conditions and Additional Works

Quotations are based on a visual inspection of the Property and the information provided by the Customer. As certain defects, conditions or requirements may not be apparent until work has commenced, the Company reserves the right to identify additional works that are reasonably necessary to complete the Services.

Where unforeseen conditions, defects or additional works arise, the Company shall notify the Customer as soon as reasonably practicable. Where reasonably possible, the Company will provide an estimate of the additional costs and obtain the Customer's agreement before carrying out such works.

However, where the Company reasonably considers that additional works are immediately necessary to:

- ensure the safety of any person or property;
- comply with any applicable law, regulation or industry standard;
- prevent damage to the Property, the installation or associated systems;
- rectify defects discovered during the works which would prevent the Services from being completed correctly; or
- avoid unnecessary delay, remobilisation or additional cost where it is not reasonably practicable to obtain the Customer's prior approval,

the Company may proceed with such additional works without prior written agreement. The Customer agrees to pay the reasonable costs of such additional works together with any reasonable extension of time required to complete the Services.

1.5 Where material costs increase after the Quotation date but before purchase, the Company reserves the right to amend pricing accordingly.

1.6 Customer-supplied materials:

- The Company accepts no liability for defects, incompatibility or delays relating to materials supplied by the Customer.
- Any additional labour required due to defective or incorrect materials shall be charged at standard rates.
- Warranty registration for customer-supplied products is the Customer's responsibility.

2. Supply of Services

Gas Tech Heating Limited

E: info@gastechheatingltd.co.uk **P:** 01442 603429. **M:** 07375 480077

W: www.gastechheatingltd.co.uk

Gas Safe registration number: 566188. Registered company number: 9982905



2.1 The Company shall perform the Services with reasonable care and skill and in accordance with the Quote Specification in all material respects.

2.2 Any performance dates are estimates only. Time shall not be of the essence.

2.3 Customer Obligations

The Customer shall:

- Provide accurate and complete information;
- Ensure safe and clear access to the premises;
- Obtain necessary permissions and consents;
- Ensure utilities are available;
- Safeguard Company tools and materials on site.

2.4 Cancellation

Cancellation within 24 hours of a scheduled appointment may incur a reasonable cancellation charge reflecting losses suffered.

2.5 Variations

Any variation requested by the Customer to the agreed scope of the Services shall be confirmed in writing and may result in adjustments to the Contract Price, programme of works and any other relevant contractual obligations.

The Company shall provide details of:

- any additional or reduced costs;
- any programme or completion date implications; and
- any other material contractual impacts.

This clause applies only to Customer-requested variations and does not affect the Company's rights under clause 1.4 in relation to unforeseen conditions or additional works.

2.6 The Company may make necessary changes to comply with safety or statutory requirements.

3. Charges and Payment

3.1 Unless otherwise agreed, Services are charged on a time and materials basis.

- Minimum charge: 1 hour.
- Thereafter: 15-minute increments.
- Time is recorded via job management and vehicle tracking systems.
- Standard hourly rate is £133+VAT.

3.2 Standard Hours

Monday–Friday, 08:00–16:00 (excluding bank holidays).

3.3 Overtime

Charged at 150% of standard rates with prior notification.

3.4 Expenses

Reasonable expenses including materials, parking, congestion charges and waste disposal may be charged.

3.5 Materials Supplied by the Company

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- Materials may include a commercial mark-up.
- Manufacturer defects will be addressed with the manufacturer.
- If no fault is found, labour charges apply.

3.6 Invoicing and Payment

Unless agreed otherwise:

- Payment is due immediately upon completion.
- Certification and warranty documentation will not be issued until full payment is received.

3.7 VAT

All amounts are inclusive of VAT unless otherwise stated.

3.8 Late Payment

Interest accrues daily at:

- 3% per month above the Bank of England base rate; or
- 3% per annum where the base rate is below 0%.

The Company reserves the right to recover debt recovery and legal costs.

3.9 Deposits & Stage Payments

Standard Larger Projects:

- 35% non-refundable deposit
- 32.5% midway payment
- 32.5% on completion

ASHP & Renewable Installations:

- 25% deposit on order
- 35% due up to 21 days before installation
- 40% on completion

Failure to pay staged amounts may result in suspension of works.

3.10 Suspension

The Company may suspend Services if payments are overdue.

The Company reserve the right to apply a charge of 8% per annum, above the Bank of England Base Rate to any overdue payments. In the event of non-payment the fees from the Company's Collection Agency, of 17.5% will be added to the original invoice amount.

4. Data Protection

4.1 The Company shall process personal data in accordance with applicable Data Protection Legislation.

4.2 Personal data is processed on the lawful bases of:

- Contract performance;
- Legitimate interests;
- Consent where required.

4.3 The Customer warrants that it has obtained all necessary consents for lawful transfer of personal data to the Company.

4.4 The Company may process Customer data for:

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- Service reminders;
- Safety notices;
- Requesting reviews;
- Contract administration.

4.5 The Company shall implement appropriate technical and organisational measures to protect personal data.

5.1 The Company warrants that workmanship will be carried out with reasonable care and skill.

5.2 The workmanship guarantee is valid for 12 months from completion.

5.3 The guarantee:

- Applies only to workmanship;
- Does not cover manufacturer defects;
- Is void if works are tampered with or altered by third parties.

5.4 Statutory rights under the Consumer Rights Act 2015 remain unaffected.

6. Limitation of Liability

6.1 The Company maintains public liability insurance of £1,000,000 per claim.

6.2 Nothing limits liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Breach of statutory implied terms which cannot be excluded.

6.3 Subject to clause 6.2:

- Total liability shall not exceed the total Contract price paid.
- The Company shall not be liable for indirect or consequential loss, including loss of profit, revenue or business interruption.

6.4 The Company shall not be liable for:

- Pre-existing defects;
- Failure of third-party workmanship;
- Customer interference;
- Customer-supplied materials.

6.5 This clause survives termination.

7. Termination

7.1 Either party may terminate with 7 days' written notice.

7.2 Immediate termination may occur if:

- A material breach is not remedied within 5 days;
- Insolvency events occur;
- The other party ceases trading.

7.3 The Company may terminate immediately if:

- Payment is overdue;
- Safe access is not provided;

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- The Customer undergoes change of control.

7.4 The Company may suspend Services if payment is overdue or insolvency is reasonably anticipated.

8. Consequences of Termination

8.1 On termination:

- All unpaid invoices become immediately due;
- The Company may issue invoices for work completed;
- The Customer must return unpaid materials.

8.2 Retention of Title

Ownership of materials supplied remains with the Company until paid in full.

8.3 Accrued rights remain enforceable.

8.4 Clauses intended to survive termination shall remain in force.

9. Complaints

9.1 Complaints must be submitted in writing to:

info@gastechheatingltd.co.uk

9.2 The Company may inspect works before determining outcome.

9.3 If fault is accepted, the Company shall remedy defects within a reasonable time.

9.4 Parties shall act in good faith to resolve disputes.

9.5 If unresolved, an independent expert may be jointly appointed. Costs shared equally unless otherwise agreed.

9.6 Nothing prevents either party pursuing legal remedies.

10. Access, Protection of Property & Minor Damage

10.1 The Customer acknowledges that minor cosmetic marking, scuffing or incidental damage may occur during works.

10.2 The Company shall take reasonable precautions to protect the property.

10.3 Unless caused by proven negligence or wilful misconduct, the Company shall not be liable for minor cosmetic damage incidental to works.

10.4 The Customer must:

- Remove fragile/valuable items;
- Notify the Company of delicate finishes;
- Provide safe access.

10.5 Rectification not included in the Quote Specification shall be treated as a variation.

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11. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond reasonable control.

12. General

12.1 Entire Agreement

This Contract constitutes the entire agreement between the parties.

12.2 Variation

No variation is effective unless in writing and signed.

12.3 Severance

Invalid provisions shall be modified or deleted without affecting the remainder.

12.4 Third Party Rights

No rights arise under the Contracts (Rights of Third Parties) Act 1999.

12.5 Governing Law

This Contract is governed by the laws of England and Wales.

12.6 Jurisdiction

The courts of England and Wales have exclusive jurisdiction.

13. Definitions

- Business Day: A day other than Saturday, Sunday or public holiday 08:00–16:00.
- Charges: Amounts payable under clause 3.
- Commencement Date: As defined in clause 1.2.
- Conditions: These terms as amended.
- Contract: The agreement between the Company and Customer.
- Customer: The person or entity purchasing Services.
- Data Protection Legislation: UK GDPR, Data Protection Act 2018 and related laws.
- Gas Tech Materials: All tools, materials and equipment belonging to the Company.
- Quotation: The written quotation issued by the Company.
- Quote Specification: The written description of Services.
- Services: The works supplied by the Company.

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