

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; or
- rectify a defect discovered during the works where it would be unsafe or technically inappropriate to leave the installation in its existing condition, the Company may carry out such additional works without the Customer's prior approval only to the extent reasonably necessary to make the installation or Property safe, prevent damage, or comply with applicable legal or regulatory requirements.

Any additional works beyond those immediately necessary purposes shall not be undertaken without the Customer's prior agreement.

The Customer shall be responsible for the reasonable costs of any additional works carried out under this clause, 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

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.

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



2.3 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

Cancellations or rescheduling made within 48 hours of the scheduled booking will be subject to a minimum cancellation fee of £150 + VAT. We understand that circumstances can change and will always aim to be reasonable; however, late cancellations can result in lost appointment time which we may be unable to reallocate. Where GTH has incurred costs exceeding the minimum cancellation fee, including specifically ordered materials or other reasonable losses directly resulting from the cancellation, these may also be chargeable.

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.

2.7 Consumer Cancellation Rights

Where the Customer is a consumer and the Contract is entered into at a distance or away from the Company's business premises, the Customer may have a statutory right to cancel the Contract within 14 days in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Where applicable, the Company will provide the Customer with the required cancellation information and cancellation form.

If the Customer expressly requests that the Services commence during the statutory cancellation period, the Customer acknowledges that, if they subsequently cancel the Contract, they may be required to pay a reasonable and proportionate amount for Services performed up to the date of cancellation. Where the Services have been fully performed following the Customer's express request and acknowledgement, the Customer may lose the statutory right to cancel, to the extent permitted by law.

Nothing in these Conditions affects the Customer's statutory cancellation rights.

3. Charges and Payment

3.1 Unless otherwise agreed, Services are charged on a time and materials basis. Services are charged in accordance with the Company's current Rates & Charges, as stated on our website.

- Minimum charge: 1 hour.
- Thereafter: 30-minute increments.
- Time is recorded via job management and vehicle tracking systems.

3.2 Standard Hours

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

3.3 Overtime

Work carried out outside Standard Hours may be charged at an increased rate in accordance with the Company's current Rates & Charges. The Customer will be informed of the applicable rate before such work is undertaken.

3.4 Expenses

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

3.5 Materials Supplied by the Company

- Materials may include a commercial mark-up.
- Manufacturer defects with parts we have supplied will be addressed with the manufacturer.
- Where attendance, investigation, removal, refitting or other labour is required and the issue is subsequently found not to arise from the Company's workmanship, the applicable labour charges may be payable by the Customer.

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 exclusive of VAT unless otherwise stated.

3.8 Late Payment

Where an invoice remains unpaid after its due date, the Company reserves the right to charge reasonable interest on the overdue amount, where permitted by law.

The Company may also recover reasonable costs properly incurred in pursuing overdue sums, to the extent permitted by law.

3.9 Deposits & Stage Payments

All jobs are subject to a deposit, which will be invoiced prior to the scheduled booking. The booking will only be confirmed once the deposit has been paid. All deposits are non refundable.

Unless otherwise stated, the following payment schedules apply:

General booking:

- 35% deposit

Standard Larger Projects:

- 35% deposit
- 32.5% midway payment
- 32.5% due on completion of the installation works and prior to final connection and commissioning

ASHP & Renewable Installations:

- 25% deposit on order
- 35% due up to 21 days before installation
- 40% due on completion of the installation works and prior to final connection and commissioning

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Final connection, commissioning and handover will not take place until the final payment has been received in cleared funds. Failure to pay any deposit or staged amounts may result in suspension of works. No job shall be confirmed or commence until the required deposit has been received in cleared funds.

Where the customer cancels after payment of a deposit, the company may retain such reasonable amount of the deposit as is necessary to cover costs already incurred and losses reasonably arising from the cancellation, subject to the Customer's statutory rights.

3.10 Suspension

The Company may suspend the Services where any payment under the Contract remains overdue. Any resulting reasonable delay or additional cost may be reflected in the programme and Charges.

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:

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

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

5. Warranty

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:

The Company shall only be liable for losses which are a reasonably foreseeable consequence of the Company's breach of Contract or negligence. The Company shall not be liable for any loss or damage which is not reasonably foreseeable.

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Where the Customer is acting in the course of a business, the Company shall not be liable for any indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of opportunity or business interruption.

Nothing in these Conditions shall exclude or restrict any liability which cannot lawfully be excluded or restricted, or affect the Customer's statutory rights.

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 Customer Cancellation or Termination

The Customer may cancel or terminate the Contract by giving written notice to the Company, subject to any statutory cancellation rights which may apply.

Where the Customer cancels or terminates the Contract after acceptance of the Quotation, the Customer shall remain liable for:

- all Services and work carried out up to the date of termination;
- materials, equipment or goods already supplied, ordered or specifically obtained for the Customer which cannot reasonably be cancelled or returned without cost;
- any reasonable supplier cancellation, restocking, delivery or return charges incurred by the Company; and
- any other reasonable costs or losses directly incurred by the Company as a result of the cancellation or termination.

The Company shall take reasonable steps to minimise any such costs or losses. Any sums already paid by the Customer may be applied against amounts properly due under this clause, and any remaining balance shall be refunded to the Customer where applicable.

Nothing in this clause affects the Customer's statutory rights.

7.2 Termination by the Company

The Company may terminate the Contract by written notice where:

- the Customer commits a material breach of the Contract and, where that breach is capable of remedy, fails to remedy it within a reasonable period after being requested to do so;
- payment remains overdue;
- the Customer fails to provide safe or reasonable access necessary for the Services;
- continuation of the Services would, in the Company's reasonable opinion, be unsafe or unlawful; or
- the Customer becomes insolvent, ceases trading or is otherwise unable to meet its payment obligations.

Where the Company terminates the Contract under this clause, the Customer shall remain liable for all amounts properly due for Services performed, materials supplied or specifically ordered and other reasonable costs incurred up to the date of termination.

7.3 Suspension of Services

The Company may suspend the Services where payment is overdue, safe access is not provided, or where continuation of the Services would be unsafe or unlawful. Any resulting reasonable delay or additional cost may be reflected in the programme and Charges.

8. Consequences of Termination

8.1 On termination:

Termination shall not affect the Customer's obligation to pay any sums properly due under clause 7, including amounts due for Services performed, materials supplied or specifically ordered, and reasonable costs or losses arising from the termination.

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- 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 The Company shall not be liable for minor cosmetic marking, scuffing or incidental damage which is reasonably unavoidable in carrying out the Services with reasonable care and skill. This does not exclude liability for damage caused by the Company's negligence or breach of Contract.

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.

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 agreed or confirmed in writing by the parties, including by email or other written electronic communication.

12.3 Severance

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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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