

Servgas Ltd – Terms and Conditions

These Terms and Conditions are the standard terms which apply to the provision of all Services by us, Servgas Ltd, a company registered in England and Wales under company number 11455290, whose registered office address is 19 Bowden Avenue, Bestwood Village, Nottingham, United Kingdom, NG6 8XN (“the Company”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Central Heating System**” – means the central heating system at the Premises including: the Boiler; the Controls (including electrical temperature controls); all pipes, radiators, valves, hot water cylinders (Coil Only).

“**Contract**” means the contract formed by the Customer accepting our Quotation or placing an order with us;

“**Consumer**” means a consumer as defined by the Consumer Rights Act 2015;

“**Customer**” means you, the Consumer or business accepting our Quotation or placing an order with us;

“**Materials**” means the materials required for the provision of the Services which we will supply, where applicable, as specified in the Quotation;

“**Powerflush**” means the PowerFlush of Your Central Heating as further set out in Clause 4

“**Property**” means the property at which the works detailed in the Quotation are to be carried out;

“**Quotation**” means our written quotation to provide the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and shall constitute our entire scope of works; and

“**Services**” means the installation, repairs, servicing of domestic appliances, plumbing, and heating Services we will provide as specified in the Contract.

1.2 Each reference in these Terms and Conditions to:

1.2.1 “we”, “us” and “our” means the Company and includes all employees, agents and sub-contractors of ours;

1.2.2 “you” and “your” means the Customer;

1.2.3 “writing” and “written” includes emails and text messages;

1.2.4 a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions;

1.2.6 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time; and

1.2.7 a clause is a reference to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and do not affect their interpretation. Words signifying the singular number will include the plural and vice versa. References to any gender will include the other gender. References to persons includes corporations.

2. Quotations

2.1 We will arrange a visit to the Property where necessary (and at our discretion) and will prepare and submit a Quotation to you which will set out the Services to be carried out and the quoted fee. You may make changes to the Quotation before accepting it. You must accept the Quotation in writing.

2.2 By accepting our Quotation, or placing an order with us, you are accepting these Terms and Conditions and a legally binding Contract will be formed.

2.3 Our Quotation is based on the information you provide to us at the time we prepare it. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make adjustments to it.

2.4 Our Quotation is based on our Services being carried out during normal working hours (Monday to Friday, 9am – 5pm excluding public holidays). Works required outside of these hours will incur additional costs.

2.5 No works shall be carried out beyond 8pm on any day of the week.

3. Services

3.1 We will ensure that our Services are rendered with reasonable care and skill, in accordance with our accepted Quotation.

3.2 Any programme we agree is to be treated as an estimate only and unless otherwise agreed in writing, we shall have no obligation to complete our Services by a specified date.

3.3 We may provide samples, sketches or similar documents before commencing the works but these are intended for illustrative purposes only and are not intended to provide an exact specification of the works, nor to guarantee specific results.

3.4 We will ensure that no parts of the Property suffer damage as a direct result of our rendering of the Services unless it is made known to you within our Quotation. Any damage that may occur can be made good prior to completion of the Services if agreed within our Quotation, we cannot be held responsible for any unavoidable damage which might occur.

3.5 While rendering the Services, we will ensure that furniture, flooring and walls in the area that are not the subject of the Services are suitably covered and protected for the duration of the Services. We may instruct you to take reasonable steps to protect your property including, but not limited to, the removal of valuable and/or delicate items from areas where our work is to be carried out. We cannot be held liable for any damage which occurs as a result of your failure to follow such instructions.

3.6 Please be aware that central heating flushing to remove debris from a central heating system can, on rare occasions, expose previously undetected faults, weak points or breaches in the system. We cannot be held responsible for any such pre-existing conditions which might be revealed, or for any resulting damage which might occur, unless we caused it.

3.7 We will properly dispose of all waste that results from our rendering of the Services, unless otherwise agreed.

3.8 We reserve the right to make minor, non-aesthetic alterations to the specification of any Materials described in the Quotation without consulting you first.

3.9 When we begin our Services, we may discover that additional works are required due to, for example, unforeseen circumstances, legal requirements or the discovery of asbestos-related materials within the area, and in this event, we will provide you with a further Quotation for the additional works within 7 days. If you do not accept the revised price or any proposed modifications within 14 days of this notification, the Contract between us will be cancelled. You will only be liable to pay for any works carried out by us up to the date of cancellation, except as provided in clauses 7 and 8.

3.10 Where the Services are to last for more than one day, we will, where possible, leave the Property in a habitable state, tidy away any tools and Materials and ensure that disruption is kept to a minimum. Please note we will inform you in advance should gas or water need to be switched off for us to complete the Services

3.11 The responsibility (also known as the “risk”) for the Materials remains with us until they have been delivered to the Property, at which point it will pass to you. Once the risk in the Materials has passed to you, you are responsible for storing them safely and for insuring them against their full replacement value. You will only own the Materials once we have received payment in full for our Services in accordance with clause 5.

3.12 Where Materials have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer’s guarantee or warranty (if any). This is subject to payment having been received by us in full in accordance with clause 5

3.13 Where Materials have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying out our Services because of such Materials (if, for example, their delivery is delayed), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in any Materials supplied by you will be chargeable.

4. Powerflush

4.1 Prior to carrying out the PowerFlush, our engineer will advise you of any deficiencies with your Central Heating System that may be causing the problems and may return after the PowerFlush has been undertaken. In these circumstances our engineer will provide you with a separate Quotation for the cost of carrying out any additional work which may be necessary. If you decline to have the necessary work done, we may cancel this contract.

4.2 In carrying out a PowerFlush of your Central Heating System, We shall:

4.2.1 Add pre-flushing chemicals to Your Central Heating we will tell you what you need to do before we can perform the PowerFlush.

4.2.2 Remove your central heating pump and check its condition we will tell you if it needs replacing and provide a quote for us to do this;

4.2.3 Use a PowerFlush machine to flush through each radiator and section of your Central Heating System including the boiler;

4.2.4 Add Chemical Inhibitor to your Central Heating System once the work has been completed, which will help to prevent future corrosion inside the Central Heating System; we may carry out the above activities either during the same visit or arrange separate appointments for each stage as is necessary.

4.3 When carrying out the PowerFlush, We will:

4.3.1 take reasonable care to avoid disruption at your premises;

4.3.2 remove all waste material;

4.3.3 clean up after ourselves.

4.4 Whilst We will use all reasonable endeavours to discover any deficiencies with your Central Heating System before carrying out the PowerFlush, we are not responsible for any damage caused by the PowerFlush as a result of any faulty components and equipment, poorly made joints or pin-holed radiators caused by internal or external corrosion that could not have been reasonably identified or present before the PowerFlush commenced.

5. Fees and Payment

5.1 Call-outs for Ad hoc and impromptu servicing and repairs will typically be charged to you at a fixed rate of £60 with VAT, must be paid on call-out upon completion of works.

5.2 Where larger works, such as installations, are required, we will issue you with a Quotation. At the time of accepting the Quotation, you will be required to pay a 50% deposit to us. This will serve to secure and reserve an appointment date for the works to be carried out. Orders will not be deemed confirmed, and no date will be arranged for the Services to be carried out, until the deposit is paid in full. Subject to the provisions of clause 6, the deposit will be non-refundable.

5.3 We will issue our final invoice for the remaining 50% of your fee once the Services are complete. However, we reserve the right to invoice by way of

staged payments as the works progress and if this is the case, will notify you of this in our Quotation.

- 5.4 All invoices must be paid on completion of the Services, unless otherwise agreed in writing, without set-off, withholding, retention or deduction.
- 5.5 If payment is not made by the due date, we will have the right to charge interest on the outstanding amount at a rate of 4% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment.
- 5.6 We may refuse to provide any further Services until such time as any outstanding payment has been received and we cannot be held liable for any delays caused as a result.
- 5.7 Any variation must be agreed in writing before we can proceed with the works. Any price variation will become due for payment in accordance with the terms for payment as detailed in this clause 4.

6. Customer's Responsibilities

6.1 The Customer is responsible for:

- 6.1.1 ensuring the Property is suitable for our Services to be carried out;
- 6.1.2 ensuring that we can access the Property on the agreed dates and at the agreed times to provide the Services. Our price is based on being able to complete our Services in one continuous visit or where we are carrying out our Services in phases, each phased visit is to be continuous;
- 6.1.3 ensuring a responsible adult (preferably the Property owner) is present throughout the provision of the Services. Where this is not possible, please notify us in advance. We will then have the option of rearranging the Services at our discretion;
- 6.1.4 ensuring that if any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the Services. If we require access to neighbouring land, it is your responsibility to ensure that access is granted; and
- 6.1.5 providing welfare facilities and where necessary, gas and water, at no cost to us, to enable us to carry out our Services.
- 6.2 If you fail to comply with any of your responsibilities outlined in clause 5.1 above, we will not be held liable for any delays as a result and we reserve the right to recover any costs incurred by us, such as for storage of Materials or non-productive visits to the Property.
- 6.3 Unless otherwise agreed in writing, our Quotation is based on being able to complete our works at the agreed times and in one continuous visit. If access is not granted or we are prevented from continuous working through to completion, we reserve the right to recover any costs incurred, such as for storage of materials or non-productive visits to the Property.

7. Cooling Off Period – Consumers Only

- 7.1 Where the Customer is a Consumer, the Customer has a statutory right to a cooling off period. This period begins once the Contract is formed (as detailed in clause 2.2) and ends at the end of 14 calendar days after that date.
- 7.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately using the contact details provided with our Quotation.
- 7.3 You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
- 7.4 If you cancel within this period, you will receive a full refund of any amount paid to us under the Contract. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 7.5 If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14 day cooling off period. By making such a request, you acknowledge and agree to the following:
- 7.5.1 If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed;
- 7.5.2 If you cancel the Contract after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total quoted fee and the actual Services already provided;
- 7.5.3 We will process any refund without undue delay and in any event no later than 14 days after you inform us of your wish to cancel.
- 7.6 If Materials need to be purchased prior to the end of the 14 day cooling off period, you must make an express request to waive your right to the cooling off period. By making such a request, you acknowledge and agree that if the Materials are purchased within the 14 day cooling off period you will be liable to pay for these in full.
- 7.7 Clause 8 applies to cancellation of the Contract after the 14 calendar day cooling off period has elapsed.
- ## 8. Cancellation After the Cooling Off Period and for Non-Consumers
- 8.1 Where the Customer is not a Consumer, or should any Consumer cancel an order with us after the expiry of the cooling off period above, we require a minimum of 2 weeks' notice prior to the agreed start date. You will remain liable to pay for any Services that have been carried out and we reserve the right to impose reasonable cancellation charges against you, which will then fall due for payment immediately. Any monies already paid to us are non-

refundable. If cancellation takes place after we have purchased any Materials, you will be required to pay for such Materials and any expenses incurred by us.

8.2 We reserve the right to cancel the Contract if you fail to make any payment on time as required under clause 5 or if you otherwise materially breach the Contract. If we cancel the Contract, we will confirm this in writing. If at the cancellation date we have provided Services or purchased Materials that you have not yet paid for, we will invoice you for those sums and you will be required to make payment in accordance with clause 5.

9. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, mains power failure, internet service provider failure, industrial action by third parties, riots, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, natural disaster, or any other event beyond our reasonable control.

10. Liability

- 10.1 Subject to this clause 10, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We accept no liability in respect of the following:
- 10.2.1 damage due to causes beyond our control including, but not limited to, any force majeure event;
- 10.2.2 loss or damage to the works carried out by us, where this is caused by you or any third party not authorised by us;
- 10.2.3 damage or deterioration arising out of normal wear and tear.
- 10.3 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 10.4 We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.
- 10.5 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.6 We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.
- 10.7 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

11. Communication and Contact Details

- 11.1 If you wish to contact us with questions or complaints, you may contact us by email at info@servgas.co.uk.
- 11.2 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.
- ## 12. How We Use Your Personal Information (Data Protection)
- 12.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulation (2016/679).
- ## 13. Other Important Terms
- 13.1 We shall be free to sub-contract any of our obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to you. We will be responsible for each act and omission of any sub-contractor as if it were an act or omission of ours.
- 13.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.3 Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 13.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 13.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.
- ## 14. Notices
- 14.1 All notices under the Contract are to be in writing, addressed to the most recent address or email address notified to the other Party.
- 14.2 Notices will be deemed to have been duly received 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
- ## 15. Applicable Law and Jurisdiction
- 15.1 These Terms and Conditions and the relationship between you and us will in all respects be subject to and construed in accordance with the laws of England and Wales.

15.2 Any dispute, claim or proceedings between you and us relating to the Contract or these Terms and Conditions will be subject to the jurisdiction of the courts of England and Wales.