



Gas Safe no: 144901

Registered Offices: HJS Accountants, 12 – 14 Carlton Place, Southampton, Hampshire SO15 2FA

Lakewood House, 50 Hiltngbury Road, Chandlers Ford, Hampshire, SO53 5SS

**02380 363 838**

## General terms and conditions

**1. Acceptance Of Works** - Gair Gas Ltd reserves the right to refuse or decline any work at its own discretion. Where Gair Gas Ltd agrees to undertake works for the customer, this will be done so by authorised representatives of Gas Gas Ltd only.

**2. Quotations.** The quotation is based on a non-intrusive survey of the property and, as such, it is assumed that any existing systems that we connect to are in good condition and in working order. Should we find, during the works, any faults with the existing systems we reserve the right to make a charge to correct the fault. Should the Customer fail to mention any relevant facts relating to the existing installation we reserve the right to make a charge for correcting the fault.

2.2 Any additional works that the Customer requests, or requires to be carried out whilst the quoted work is being undertaken will be charged at an extra cost. An indication of such cost will be given to the customer verbally or in writing before the work is carried out. The additional work will only commence when agreement has been accepted by the customer either in verbally or in writing.

2.3 Quotations are open for acceptance for a period of 30 days providing the works can be commenced within 90 days both periods from the date of quotation and thereafter may be subject to revision or withdrawal.

2.4 Acceptance of quotations confirms acceptance of Gair Gas's terms and conditions.

**3. Conditions of work** It may be necessary to isolate various water, gas & electrical services when carrying out the proposed work. This will be advised in good time and the period of isolation will be as short as possible.

3.2 Where other trades are involved in the works and these trades are not under our control any delays that may be caused to our progress by these trades may be subject to an extra charge and/or delay in completion.

3.3 Unless specified the works will be carried out in one continuous visit. Extra visits at the request of the Customer or caused by circumstances beyond our control will be subject to a surcharge and may affect the completion date.

3.4 Ownership of any materials supplied, whether fixed or unfixed, shall not pass to the customer until payment in full has been received for said material. We reserve the right to take whatever legal action may be necessary to secure payment for the works carried out and materials supplied either fixed or unfixed.

3.5 No allowance has been made for out-of-hours working unless specified or to suit our own requirements.

3.6 All dates or times given for the start of or duration of the works are given in good faith based on the information gained during the survey and our current workload commitments. These times may be varied, however, due to unforeseen circumstances i.e. emergency call-outs, breakdowns, etc. or to circumstances beyond our control. No liability will be accepted if it is not possible to meet Customer's timescales.

3.7. Prior to the commencement of work involving gas appliances, the existing gas supply will be subject to a soundness test to check for compliance with the Gas Safety Regulations. Any faults found will be advised to the Customer and any rectification works required may be subject to additional charges.

3.8. Should the works include a power /jet flush of the existing heating system, it must be pointed out that, whilst the treatment is generally harmless, depending on the condition of the existing components the process may find weaknesses in the system. Should any such problems be encountered then any rectification works require may be charged at extra cost.

3.9 Should the works include a new combination heating boiler unit connected to an existing heating system the customer should be aware that the higher pressures used by this type of boiler may find weaknesses in the existing system. Any repairs required in this respect are not included in this quotation.

**4. Removal of waste and materials.** The price specified in quotations does not include the removal of waste materials from the site unless otherwise stated. The removal of any dangerous waste materials such as asbestos found when carrying out the works will be subject to an additional charge.

**5. Limitation of liability** Whilst all reasonable care will be taken during the completing of the works, no responsibility can be accepted for any faults or failures that may occur to existing pipework, fittings, equipment, etc. due to disturbance caused by the proposed works.

5.2 If, during the implementation of the proposed works it is necessary to gain access into floors below fitted carpets, these will be lifted by us and laid back on completion. No re-stretching or fixing has been allowed for unless specified. For floors covered with thermoplastic tiles, vinyl sheet covering cork tiles or laminate flooring, no allowance has been made for re-instatement unless specified.

5.3 Dismantling, clearing and re-instatement of any fitted cupboards, etc. to permit the proposed works to proceed will be charged at extra cost unless specified.

5.4 Whilst all work during the implementation of the quoted works will be made good on completion, no allowance has been made for re-instatement of decorations. We do not guarantee to match existing brickwork where boiler flue terminals have been removed.

5.5 No allowance has been made for casing in of pipework or painting/decorating of the new works.

5.6 It has been assumed that unrestricted access to all relevant parts of the property will be afforded to us during the course of the works. Any delays caused by restricted access not notified at the time of survey may be subject to an extra charge and/or delay in completion

**6. Frozen Pipes** Gair Gas Ltd will not be liable for any fractures found in frozen pipes attended by the company, and cannot guarantee to clear blockages occurring within frozen pipes or drainage systems.

**7. Blockages** – Gair gas will not be liability for any blockages found in the system preventing the filling of the system or operation. Any such work will be chargeable

**8. General.** It is the responsibility of the Client to ensure that all children and pets are kept away from the areas in which we are working.

8.2 Gair Gas Ltd cannot be held liable for any parking fees levied in Controlled Parking Zones (CPZ's). Any such fees incurred will be passed onto the Client at cost. It is the customer's responsibility to provide parking permits if necessary, to the engineers when working at a property.

8.3. If the proposed works are being carried out in a leasehold property it is the sole responsibility of the customer to ensure that all necessary permissions have been obtained in writing from the landlords/managing agents. We accept no responsibility whatever for any works carried out without the necessary permissions. We can furnish details of the proposed works if so required at possible additional cost.

8.4 Whilst certain items may be specified by name or model, we reserve the option to supply goods of a different manufacture providing they shall be suitable for the purpose intended.

**9. Prices and Payment** - Any prices or rates advised are inclusive of VAT at the prevailing rate. All invoices are due for payment immediately upon completion of works / delivery to the customer. Or within 7 days of invoice. Any part of that invoice which remains unpaid shall carry interest at the rate of 3% over the bank of England base rate until payment is received in full by the company

9.2. The company will be under no obligation to provide or issue any guarantees, certificates or other similar documents to the customer for works, unless payment has been made and received in full.

**10 Guarantees.** Any guarantee provided by the company shall be for labour only, in respect of faulty workmanship 30 days from the date of completion. Any parts, equipment or components supplied by the company will be covered by their respective manufacturer's warranty. This is usually 1 year unless otherwise stated.

10.2 Gair Gas Ltd. Guarantee will become null and void if the work/appliance completed /supplied by the company is: Subject to misuse or negligence. Repaired, tampered with or modified by anyone other than Gair Gas Ltd.

10.3 The Customer's Statutory Right in law are not affected by this guarantee.

10.4 This guarantee does not extend to existing, installed equipment, pipework or fittings.

10.5 We cannot be held liable, or guarantee any parts or materials supplied by the customer. Any delays caused by faulty or damaged items supplied by the Customer may be chargeable, may result in us withdrawing from site and may affect the completion date of the works.

**11. Cancellation rights.** You have the right to cancel the contract during a 14-day period from the date that a quotation is sent or given to you. However, if you have already given written approval for work to begin before the end of the cancellation period you may be required to pay for good or services already provided. If you wish to wish to cancel your contract with Gair Gas Ltd you must do so in writing.

**12. Customer complaints** Occasionally circumstances arise where problems can occur, giving rise to complaints. If You wish to make a complaint to Us concerning our performance and failure of our obligations under the terms of this Contract, you must write to Us, setting out details of the complaint and We will reply with a written response within 14 days.

**13. Alternative Dispute Resolution** Where we cannot resolve any complaints using our own complaints procedure as a member of the Hampshire Trading Standards 'Buy with confidence' scheme, we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Hampshire Trading Standards on 01962 833620 [www.buywithconfidence.gov.uk](http://www.buywithconfidence.gov.uk)

*These terms and conditions do not affect your statutory rights as a customer.*

Registered in England No :4347305

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