

Terms and Conditions.

Definitions

What words in this contract mean. In these terms and conditions (which are referred to in this document as “these terms”):

1.0 “Customer” means the customer for whom the works are to be carried out for by TSE Gas Services. This could be managing agent, landlord, tenant or another occupier or any combination of all four.

1.1 “Company” means TSE Gas Services or, wherever the case may be, sub-contractor or representative of the company carrying out business pursuant to a Subcontract Agreement entered into with the company.

1.2 “Contract” means the agreement between the Customer and the company to carry out the works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and the company (“the Agreement”)) the Agreement

1.3 “Property” means the building or space we will be undertaking work in. That's usually where you live now, but it could be a property you're responsible for (for example, if you have more than one property or if you're a landlord).

1.4 “Works” means the works described in the company estimate or any other document or email issued by the company, as may be varied by agreement in writing between the parties.

1.5 “Working day” means any day except Saturday, Sunday and bank holidays.

1.6 “Appliance” means any gas appliance described in the schedule.

1.7 “In writing” for the purpose of these terms includes by email and any document which is set out in a hand-held device and any signature on a hand-held screen shall be treated as in writing.

1.8 “Snagging” means a list of minor defects or omissions for the company to rectify

1.9 “Responsible person” means the person who has control of the premises (occupier or otherwise)

Acceptance of Works

2.0 The company reserves the right to refuse or decline any work at its own discretion. Where the company agrees to undertake works for the customer, this will be done so by an authorised representative of the company only.

Fixed Rate Fees & Charges

3.0 The company charges a fixed rate for standard landlord gas safety checks, services, PAT testing work and Legionella risk assessments. These fees are not detailed in these Terms and Conditions.

3.1 Fixed rate fees and charges are based on labour only and do not cover material costs for the full repair or replacement of any appliance parts, other than small items like missing screws, bolts, washers, fuses and only if engineer has them at the time of the visit.

3.2 Replacement of any larger and more costly parts will be confirmed with customer prior to any work being undertaken, unless a pre-authorised spend limit has been set with the customer for the repair of appliances. Additional spend costs (including work description) will be added to any fixed price invoice.

3.3 Fixed rate fees and charges do not include the installation of new CO detectors where none exist, the replacement of existing broken or out of date CO detectors or the replacement of batteries in any existing satisfactory CO detectors. As with 3.2 above, the customer will be contacted for authorisation unless there is a pre-authorised spend limit in place.

3.4 Unless caused by the engineer during the course of his work, any appliance item/part that stops working or fails to work/restart after the engineer has completed the project and needs replaced is fully chargeable to the customer. Reasons for this could be the age of the appliance, poor service history or faulty/poor workmanship by a previous engineer.

If the damage is caused by the engineer due to an accident or poor workmanship, the part will be replaced free of charge by TSE Gas Services.

Exceptions to the above are, if the appliance is still under warranty, appliance supplier will be contacted to repair/replace. If the part is already a replacement part, again supplier will be contacted to check if still under warranty.

3.5 The company charges a minimum call out fee for all appointments, regardless if work carried out or not (excluding for the purpose of providing an estimate). If for any reason we are unable to carry out works during attendance (see 4.4), a minimum £30 call out fee would still be payable, plus any additional non-refundable labour and material costs over and above this. If for any reason, during fixed fee contract work, additional work is required before starting (4.4.4, 4.4.5 & 4.4.6, the company would charge £30 per half hour.

This call out fee is not an additional charge over and above our fixed fee charges.

3.6 Charges are not currently subject to VAT at the prevailing rate.

Estimates and Fixed Price Work

4.0 Any estimate supplied by the company is subject to withdrawal at any time before receipt of an unqualified acceptance from the customer, and shall be deemed withdrawn unless it has been accepted within 28 days from its date.

4.1 Unless otherwise specified, all estimates provided are done on an 'as seen' basis, and are not a fixed price quotation or firm price. The estimate will set out the likely minimum costs involved based on a visual inspection by the company and/or details supplied by the customer. The final price may be higher than the estimated price.

The company reserves the right to increase the price prior to any works being carried out in the following circumstances.

4.1.1 If after the submission of the estimate by the company, the customer instructs the company (whether in written or orally) to provide additional works or services not referenced or detailed within the estimate.

4.1.2 If following the submission of the estimate by the company, there is an increase in the cost of materials to be supplied

4.1.3 If following the submission of the estimate by the company, it is discovered further works and services need to be carried out which had not been anticipated.

However, if the price exceeds the estimated price by more than 20%, the customer may cancel the contract at no cost to them, provided they do so before the commencement of any work at the property (this includes the ordering of any materials or hire equipment).

4.2 The company will not be under any obligation, after visiting the property, to provide an estimate to the customer. The company will only be bound by written estimates provided to the customer. The company will not be bound to any estimates provided orally during discussions with the customer.

4.3 The customer will reimburse the company for any and all expenses incurred (including labour, materials and equipment hire) upon acceptance of an estimate which is subsequently cancelled by the customer.

4.4 Fixed price work is provided subject to the below criteria. Where any of these criteria are not met and the company is not advised prior to the property visit (preferably 24hrs but before 5pm of previous day minimum), additional charges may be applicable, see 3.1 & 3.5 above:

4.4.1 that access to the property is available on the date and time agreed with responsible person (owner, managing agent or landlord). This also includes any agreement by the tenant on behalf of the responsible person.

4.4.2 that where access is granted by use of a spare key and in the absence of the tenant, that there is no dog in the property. TSE Gas Service will not enter a property in the absence of a tenant where a dog is present.

4.4.3 that the property is fully serviced in relation to electric and/or gas supply of if applicable meters have sufficient credit so as to allow checks to be undertaken.

4.4.4 that all appliances to be checked/maintained are in working order and that appliances used for cooking are reasonably clean. Any time spent repairing and/or cleaning an appliance prior to work commencing is chargeable. Subject to time restrictions, a new appointment time may need to be rescheduled.

4.4.5 that cupboards or storage areas that contain appliances and/or gas meters are emptied out or de-cluttered sufficiently to allow the engineer access to undertake his work. Cupboards and storage areas do not need to be fully emptied.

4.4.6 that company has been advised of the full scope of the fixed fee works before visiting the property. If after visiting the property, scope of work increases and company knows that they will be unable to finish due to their commitment to other jobs and customers, property may need to be re-visited to complete contract.

Prices and Payment

5.0 Any prices or rates advertised are subject to change unless already accepted by the customer.

5.1 All invoices are due for payment immediately upon completion of works or submission of invoice.

5.2 Where prior to work starting, written agreement has been arranged with the customer for a longer payment period with the company, full payment is still due within 7 or 14 days of the completion of works, dependant on agreed timescales.

5.3 Where any services or works provided by the company is subject to snagging, the customer agrees to make payment of 95% of the total invoice amount immediately following completion of works. The customer must then provide the company access without delay to allow the snagging to be finalised and completed. Payment for the remaining 5% balance will be due following completion of the snagging by the company, or within 14 days of the invoice date should access not be made available – whichever is sooner.

5.4 Where the customer is a tenant or other occupier, friend, family, contractor or another representative. Written permission will need to be provided/confirmed by the responsible person for the property in question.

5.5 For any late payments whether in part or in full of an invoice to the company, the outstanding balance will be subject to a one-off charge of £15 or 2.5% of the total project cost (whichever is greater) as well as a daily interest rate of 3% over the base rate, until the payment in full is received by the company.

5.6 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.

Illustration and Description of Works

6.0 Any illustrations, descriptions, imagery either displayed on the company's website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of works and services provided by the company. No part of these shall form part of any contract.

Delivery and Completion of Works

7.0 The company will always endeavour to ensure they maintain any schedule and that the engineer attends at the agreed time. However, the company accepts no liability in respect of late/non-attendance at any site, or for the late/non-delivery of any equipment or materials. All times provided by the company are estimates only.

7.1 The company will, subject to any agreement set up with the customer, contact all tenants at the very least, the day before, so as to confirm appointment date and time is still OK. The company accept no liability to a letting

agent or landlord in respect to the non-delivery of a service to a rent property due to non-cooperation by the tenant.

7.2 In the event of the company running late, we will endeavour to contact any and all affected customers (if we have their contact details) if any appointment time is to be missed by more than 1hr.

Indemnity

8.0 The customer shall indemnify the company against any and all actions, claims, demands, suits, losses, costs, expenses and charges which the company may suffer or incur in connection with a claim by a third party, resulting from a breach of the customers obligations, undertakings and representations and warranties in connection with this contract.

Limitation of Liability

9.0 The company's liability shall be limited to:

9.1 the repair or making good of any defect pursuant to its undertakings only.

9.2 liability for personal injury or death resulting from negligence in the course of carrying out the companies' duties

9.3 the reasonable costs of repair or reinstatement of damage or any loss to the customers property, should this result from the negligence of the company or its employees or sub-contractors, and the customer incurs such costs.

9.4 The company will not hold any responsibility for any damage suffered to a part of any appliance where the damage is in whole or in part a consequence of an existing defect or weakness in that appliance.

9.5 The company will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but not limited to; the removal of bathroom suites, panels or furniture, tiles and tiling, floor coverings (carpet, rugs, laminate, wood, tiles etc), internal and external walls where pipework is/has to be routed and other damages as a result.

9.6 If damage to plaster and brickwork is caused it will be the customer's responsibility to make good. We cannot accept responsibility for any damage to wallpaper, paintwork, tiles, carpet, furniture etc. Any silicone work does not carry any guarantee.

9.7 It is the responsibility of the customer to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. It is suggested that the customer remove items that are considered to be a problem. If items remain within the working area, it is the responsibility of the customer to cover such items.

Defects

10.0 Subject to paragraph 7 and the exclusions listed below, the company undertakes to make good and repair any defect in completed work, which appears within six months of the complete date of the same, to the extent that such defect arises from the breach of the companies' obligations under this contract.

All defects must be notified to the company by the customer in writing within this period, and the company and its insurers must be provided the opportunity to inspect the work and any alleged defect.

This inspection shall only apply to work carried out and completed by the company that has been paid in full by the customer.

Following the inspection, if it transpires the alleged defect is not the result of any work or service carried out or provided by the company, the company reserves the right to make a charge to the customer for the inspection visit at its standard rate.

The company reserves the right to not carry out any work where the customer cannot provide sufficient evidence that the work was originally carried out by the company, or where full payment has not been received for said work.

Exclusions

10.0 Any parts or materials supplied by the company will only be provided with the manufacturers or suppliers guarantee, and are not guaranteed by the company themselves.

10.1 Any systems or structures which have not been installed by the company

10.2 Any defects resulting from the misuse, wilful act or faulty workmanship by the customer or any other third party working for or under the direction of the customer.

10.3 Any structural defects, such as but not limited to subsidence and its resultant effect.

Permits, Licenses, Regulations and Other Consents/Access

11.0 It is the customer's duty to ensure suitable permission, permits, licenses and all other consents from the owner/landlord/agent/organisation, and/or planning permission if necessary is obtained prior to installation work carried out by the company.

The customer shall provide clear access to enable the company to undertake the works.

The customer shall obtain permission for the company to proceed over property belonging to neighbours or third parties if this is necessary. The customer shall indemnify the company in all aspects of claim from neighbouring/third party properties arising out of the presence of the company or its employee's/representatives.

11.1 The customer will at all times ensure the environment is safe for the company and its employee's/representatives for the purpose of carrying out the works.

11.3 By instructing the company to proceed with any works as agreed, it is thought by the company the customer has sought the necessary permission as set out above. The customer will be liable to the company for all loss and damage whether indirect, direct or consequential which has been suffered by the company as a result of the failure or delay by the customer in performing the obligations as detailed above.

Force Majeure

12.0 The company will use all reasonable efforts to carry out and complete the works on time, but shall not be liable to the customer or any third party if the works prove impossible due to events or circumstances beyond the company's reasonable control.

Cancellation

13.0 If the customer cancels any contract with the company, without the companies' consent, the customer agrees to indemnify the company against any and all loss, damage, claims or actions arising as a result of such cancellation, unless otherwise agreed in writing, and is without prejudice to the company's right to payment in accordance with paragraph 5.

Removal of Waste and Materials

14.0 The company is not responsible for the removal of any waste materials. The customer is responsible for the removal of any/all waste materials resulting from the works carried out by the company.

14.1 The company will be responsible for the removal of any waste materials if this is agreed before work starts. Removal of this waste material will be at an additional cost to the customer.

Guarantees

16.0 Any guarantee provided by the company shall be for labour only, in respect of faulty workmanship from 12 months of the date of completion. Any parts, equipment or components supplied by the company will be covered by their respective manufacturer's warranty.

The companies guarantee will become null and void if the work undertaken or appliance provided by the company is:

Subject to misuse or negligence

Repaired, tampered with or modified by anyone other than a company representative. The company accepts no liability for (or guarantee suitability for) materials supplied by the customer or other third parties, and will not accept liability for any damage or faults as a result.

16.1 The company is unable to guarantee any work in respect of blockages in waste and drainage systems.

16.2 The company is unable to guarantee any work which has been undertaken on instruction by the customer, against the companies/operatives' advice/recommendations.

16.3 The company will only guarantee work directly undertaken by the company and its employee's. Any work carried out on behalf of the company by agents or sub-contractors will be guaranteed under their own respective policies.

16.4 The company will not be liable or responsible for any damage or defect arising from work not fully guaranteed or where recommended work has not been carried out.

16.5 The company will not guarantee work where the customer has been notified either verbally or in writing by the company of any related work which requires attention.

16.6 The customer shall be solely liable for any hazardous situation in respect of Gas Safe regulations, or gas warning notice issued, unless otherwise caused by our Gas Safe operative.

16.7 All Gas Safe engineers operate under their own Gas Safe registration, and a such are solely responsible for any gas related work and subsequent liability.

Intellectual Property Rights

All content of the companies' website, including graphics and logos remain the sole property of the company, and are not to be copied, reproduced or distributed either in part or full, without our prior written consent.

Complaints Procedure

In the unlikely event that the customer experiences a problem with the service provided by the company, the customer must put their complaint in writing to the TSE Gas Services, 40 Preston Crescent, Inverkeithing, Fife, KY11 1DS at their earliest opportunity. Upon receipt of this complaint, the company will endeavour to resolve the matter as a matter of urgency.

Notice of Your Right to Cancel

The customer has the right to cancel this contract within fourteen calendar days starting on the day the notice of right to cancel is issued.

Should you send your cancellation notice in writing via post, it is recommended you retain proof of postage by a certificate of posting, or recorded delivery slip. We advise that all notice of rights to cancel are sent via email.

Notice of cancellation is deemed to be served as soon as it is posted/sent.