Gasonic Ltd Terms of Business

In these Terms of Business ('Terms') and any Quotation or Invoice from Gasonic Ltd:-

1. This is your quotation and we will carry out the work specified for the amount quoted. Subject to the following terms and conditions all prices include VAT at the current rate.

2. The quotation must be accepted within 28 days, with work taking place within 90 days of acceptance. Before work starts during that 90-day period, we may propose a price increase only if unexpected external material or labour cost increases, entirely beyond our reasonable control, raise the combined material and labour costs allowed for in the quotation by more than 10%. This excludes quotation errors, ordinary cost fluctuations, changes we choose to make to our rates or staffing, and costs caused by our delay. Any increase is limited to the actual additional costs, without additional profit margin, plus applicable VAT; we will take reasonable steps to reduce it.

We will explain the proposed increase in writing, provide supporting cost information and the revised total, and allow at least 14 days for consideration. We will not start work or apply the increase without your written agreement; silence is not agreement. If you decline, you may cancel before work starts without penalty, with all advance payments refunded within 14 days of cancellation. We cannot impose an increase or cancel an accepted contract merely because costs have risen. Your statutory rights are unaffected.

3. The quotation sets out the work we will carry out and the price for that work. Once you accept it, we agree to carry out the work in accordance with these terms and conditions. All materials and parts supplied by us are guaranteed for one year from the date they are fitted, as described in clause 14. This guarantee does not affect your statutory rights.

4. There will be an additional charge for any variations or additions to the work which you ask for or which we find to be necessary whilst we are doing the work and which could not reasonably have been identified when we gave you the original quotation. In such a case, we will explain to you the reasons for the extra work and let you know in advance what the extra cost will be.

5. We carry out gas work only within our Gas Safe registration and the attending engineer's competence. A service or safety check covers the work described in the booking and applicable record; it does not guarantee against future faults or include repairs, replacement parts or remedial work unless quoted. We will explain and document any safety concerns and necessary next steps. If safety cannot be confirmed, we may turn off an appliance or installation, attach a warning notice or take other necessary safety measures, explaining the reasons.

For landlord gas safety checks, we will provide the landlord or person booking the work with the record for the appliances and flues checked. The landlord remains responsible for their legal duties, including giving tenants the record within the required time. We can send a copy directly to a tenant on your written instruction if the necessary contact details are provided.

6. The time estimate provided for doing the work is our best estimate, and we will make every reasonable effort to complete the work on time. However, we will not be responsible or financially liable for delays caused by adverse weather or other circumstances beyond our reasonable control, provided we have taken reasonable steps to avoid or reduce the delay. In such situations, we will notify you promptly and revise time estimates with you. This does not exclude our responsibility for delays caused by our negligence or failure to take reasonable care, and does not affect your statutory rights.

7. The quoted price does not include the cost of removing any dangerous waste material, such as asbestos, which could not have been reasonably foreseen when we gave you the original quotation and which we become aware of only when doing the work. You may decide to call a specialist contractor to do this work for you. Alternatively, it may be possible for us to do this work for you at an extra cost which we will agree in advance, when you have had any asbestos removed a clean air certificate must be provided before we will do any further work .

8. If you are a tenant, you may need your landlords permission to carry out the work detailed in the quotation in the absence of your advice to the contrary, we will assume that you have made enquiry and obtained permission where required. We shall not have any liability for unauthorised works and you indemnify us for any losses however arising that we incur from your failure to obtain such permission.

9. You will be responsible for ensuring that before we start the work, there is an adequate gas supply to the property. If necessary we can put you in touch with your gas transporters, to arrange this.

10. We may require you to take up all or some carpets and floor coverings, including tongue and grooved, parquet hardwood, rubber or tiled floors, before we start the work, and we will give you as much notice as possible if we need you to do so. You may decide to call a specialist contractor to do this work for you. Alternatively, it may be possible for us to do this work for you at a cost which we will agree in advance. It will be your responsibly to replace the flooring when the work is completed.

11. We will take reasonable care to carry out the work without causing unnecessary damage to your property. While we will make good unnecessary damage directly caused by our negligence you accept that the work (including removing or dismantling existing fixtures and fittings) may cause damage and certain areas may need redecoration following completion of the installation. This is your responsibility and is not included in the price.

12. Where we need to connect new equipment to your existing central heating system, we will not accept liability for the cost of repairing or replacing parts to your existing system which subsequently develops faults in that system unless we have been negligent in not realising that such damage may occur or the way we did the work caused the fault. Nor will we accept liability where your central heating system does not function properly because your Water supply becomes inadequate or the water pressure is variable.

13. We do not accept liability if we cannot fulfil our side of the contract for reasons which are beyond our control, such as fire, accidents, strikes and lock outs which we are directly involved in. We will only be liable for losses that are foreseeable.

14. Materials used for the work are guaranteed for one year from the date of fitting them. Within this period, if the materials are defective then we will repair or replace the defective materials free of charge. If our work is defective, then we will re-perform our work free of charge. Our work is guarantee for one year from the date the work is completed. The guarantee only applies to the specific materials provided by us and repairs made by us and does not apply to any further unrelated faults with the system or appliance. These guarantees do not affect your statutory rights in relation to quality and description of goods and services. You can contact your local authority trading standards or Citizens Advice Bureau if you need more information about your statutory rights.

15. To carry out the work as quickly as possible, we may need to use sub-contractors. All subcontractors are approved by the company and are fully qualified and Gas Safe registered where required. All engineers carry identity cards.

16. The deposit shown on your quotation must be paid when you place the order. You must pay the balance of the Price when we have completed the provision of the Services. The time of payment shall be of the essence of these Terms.

If you fail to make any payment on the due date in respect of the Price or any other sum due under these Terms, then we shall have the right to charge you and you agree to pay interest on a daily basis at an annual rate equal to the aggregate of five per cent and the base rate of Barclays Bank plc from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis, running from day-to-day and accrue after as well as before any judgement.

17. Our plumbing, heating, gas, mechanical and associated works may reasonably cause noise, vibration, dust, restricted access or temporary disruption. We will take reasonable precautions to minimise disturbance but cannot guarantee work without inconvenience. You must notify affected neighbours, landlords, managing agents, tenants and occupiers and obtain any necessary permissions before work starts. We are not responsible for claims, complaints, delays or additional costs arising solely from your failure to obtain permissions, disclose site restrictions or meet obligations within your control. Where lawful, you must reimburse us for reasonable, properly evidenced losses, liabilities, damages, costs and expenses from third-party claims directly caused by your breach of contractual obligations, missing required permissions or materially inaccurate information. This does not apply to the extent caused by negligence, breach of contract or other wrongdoing by us, our employees or subcontractors. Notify us promptly of complaints or claims and provide reasonable assistance and information; neither party may accept liability or agree compensation for the other without authority.

Where legally permitted, we exclude liability for indirect or consequential losses, including loss of business, profit, revenue or use and interruption to commercial activities. We are not responsible for damage or deterioration attributable to pre-existing structural defects, defective installations, concealed weaknesses, inadequate supports or other conditions that could not reasonably have been identified within the agreed work, unless we failed to exercise reasonable care and skill. These provisions do not exclude liability for direct physical damage caused by our negligence or breach of duty, death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded. They do not restrict your statutory rights; all exclusions, limitations and reimbursement obligations apply only where lawful.

18. Notice of the Right to Cancel

You can cancel this agreement up to 14 days after the day any goods are delivered, or if the agreement is for services only (for example labour but not parts will be provided), for 14 days after the day you accept the quotation. This is your “cooling off period”

You can ask us to start work before the cooling off period ends. If you do this and then cancel, we will charge you costs for:

- Any work already carried out, or
- Any goods installed into your property

We can deduct our costs from any deposit you have paid or bill you for them.

You won’t be able to cancel once work is fully completed or the goods have been installed into your property.

If you wish to cancel you can call us on 0208 306 5858 or email accounts@gasonic.co.uk

This does not affect your statutory rights.

19. Third Party rights: nobody other than you will be able to benefit from this agreement.

20. These terms and conditions together with the quotation are intended by us to set out the whole agreement between us and you, and shall be read as one document. If you have any queries, please contact 0208 306 5858. Governing law and jurisdiction states the terms and conditions for all products and services are written in English and all correspondence entered into shall be in English. Your agreement is governed by the Laws of England and Wales.

21. Using personal information

a. We may use information about you to:

i. Identify you when you contact us so that we know exactly who we are speaking to

ii. Offer you services and products from time to time

iii. Contact you about improving the way we run, any accounts, services and products we have provided before, provide now or may provide in the future (we may contact you by email or text message if you have given us these contact details)

b. We may allow other people and organisations to use information we hold about you:

i. To provide services you have asked for

ii. As part of selling one or more of our businesses

iii. To help to prevent and detect debt, fraud, or loss (for example by giving this information to a credit-reference agency) If you do not pay your debt, we may transfer your debt to another organisation and give them details about you and that debt.

iv. If we have been asked (for example by Ofgem or a lawyer) to provide information for legal or regulatory purposes

v. As part of current or future legal action

vi. As part of government data sharing initiatives

c. We may use your information to help train our staff. We may also monitor and record any communications we have with you (including phone conversations and emails) to make sure that we are providing a good service and to make sure we are meeting our legal and regulatory duties.

d. We may pass your address, property and postcode, and details of your gas appliances, flue, hot water, cylinder, system controls and electrical installations (including details of any repairs or removals) to organisations that supervise those activities including Capita Gas Registration and Ancillary Services limited (Previously CORGI) and the ECA (Electrical contractors association). These organisations may pass this information to local authorities to meet building regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits, and for health and safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that appliance and so on meets building regulations.

22. All Gasonic Ltd engineers are employed to undertake works to ensure the safe and efficient operation of appliances. They have a duty of care to give good advice which could involve the recommendation to purchase additional products or services from Gasonic Ltd in the interest of safety, efficiency or economy. Registered in England No. 10828235. Registered Office: 133 Station Road, Sidcup, Kent, DA15 7AA. WWW.Gasonic.co.uk