



TERMS AND CONDITIONS

About this booklet

This booklet contains the terms and conditions for your installation/maintenance provided by Gas & Air Solutions Ltd. It is important you read these terms and conditions carefully as they form the basis of your agreement with us. If you have any questions, please call us on 01522 412599 before accepting your quote.

At Gas & Air Solutions Ltd, we care about privacy and we protect your personal data. We want to be transparent about how we use your personal data. Although our privacy notice does not form part of the contract between you and Gas & Air Solutions Ltd, we recommend that you read our privacy notice, to understand how we collect and use your personal data and your Data Protection rights. Please see our privacy notice at www.gasandairsolutions.co.uk

Your installation will be carried out by Gas & Air Solutions Ltd. In this document by 'we', 'us' or 'our', we mean Gas & Air Solutions Ltd.

For details on complaints and your cancellation rights, please see page 5.

Words in bold

Some of the words and phrases we have used in this booklet have a particular meaning. We have highlighted these words in bold and explained what they mean below

Definitions

- **access and making good** – getting to your **boiler, central heating** system or **plumbing fixture** to fix or service it, and then **repairing** any damage we may cause in getting **access** to it by **replacing** items such as cabinets or cupboards that we have removed and by filling in holes we have made and leaving a level surface – but we won't **replace** or restore the original surface or coverings, for example; tiles, floor coverings, decoration, grass or plants.
- **accidental damage** – when you do something that stops your **boiler, central heating** system or **plumbing fixture** from working properly – without meaning to.
- **annual service** – a check each year to ensure your **boiler** and **central heating** is safe and working properly.
- **boiler** – a single natural gas or Liquid Petroleum Gas **boiler** and flue on your **property** that is designed for **home** use and has a heat output capacity of up to 50kW.
- **power flush** – a process where we remove **sludge** from your **central heating** system.
- **central heating** – the heat and hot water system on your **property** – including your external expansion tank and vessel, radiators, bypass and radiator valves, system filters, **cylinders**, any immersion heater and its wired-in timer switch, and the pipes that connect them.
- **commissioning check** – a check we will do when we install your **boiler** to make sure your **boiler** and **central heating** is safe and working properly.
- **controls** – the **controls** outside your **boiler** that makes it work, including the programmer, any thermostats, motorised zone valves, and **central heating** pump and the pipes and wires that connect them.
- **cylinders** – tanks that store hot water.
- **gas supply pipe** – the pipe that connects your gas meter to your **gas boiler** and any other gas appliances you have on your **property**.
- **home** – the building, including any attached garage or conservatory where you live or a **home** you own, including holiday homes or rental **properties**.
- **plumbing fixture** – any exchangeable device in your **property** which can be connected to a plumbing system to deliver and drain water such as taps, sinks, baths, showers and toilets.
- **property/properties** – a **home** and all the land up to your boundary – including any detached outbuildings.
- **repair(s)/repairing/repared** – to fix your **boiler, central heating** system or **plumbing fixture** following an individual fault or breakdown – but not **repairs** that are purely cosmetic (for example mould, dents or scratches) or related to software which doesn't stop the main functions of your **boiler**, appliance or system from working or making it unsafe.
- **replacement/replace/replacing** – where we **replace** your **boiler, cylinder** or **plumbing fixture** with an approved standard alternative. We will provide **replacements** with similar functionality but not necessarily an identical make and model or type of fitting. If we are unable to provide a **boiler, cylinder** or **plumbing fixture** with similar functionality, we will install a new and unused like-for-like alternative that you provide, but we'll only accept responsibility for our workmanship.
- **sludge** – the natural build-up of deposits in your **boiler** or **central heating** system, as it corrodes over time.

Your quote

Fixed price quotes

All quotes prepared in the **home** by a heating engineer, or on the phone or via email by one of our agents, are fixed price quotes and will be followed up with an emailing summarizing the agreed work. Once accepted, we will carry out the work set out in the quote for the price stated.

The quotation given by us is a fixed price for the specification of the work requested. The quotation does not include existing issues which we may come across during the installation. Should we find issues with your existing system, these will be brought to your immediate attention and a quote for any additional work because of these findings will be provided.

Online quotes

If you received a guide-quote online through Surequote, we would need to check the accuracy of the information you provided and will provide you with a final quote for acceptance.

Before installation, our engineer will attend your **property** to complete a survey. If any changes are required, your quote will be updated to reflect these changes and you will be required to confirm these changes before work commences.

Examples of situations where we may need to cancel the agreement or charge for additional works include:

- relocation of the equipment
- changing the selected model because the one you selected is not appropriate for your **property**
- variations to meet building regulations and/or installation requirements, including but not limited to flue extension, vertical flues and earth bondings
- **power flushes**, thermostatic radiator valves, room temperate **controls** and programmers (if not included in the original order)

Please note that if you have arranged to pay for the installation by finance and need to make an additional application to fund further amounts, this may leave another mark on your credit file.

Quote validity

Your quote is valid for 28 days and we must begin the work within 90 days of your acceptance. After this time, your quote will not be valid and you may need to get another one. All prices include VAT at the current rate.

Your installation

Getting into your property

It is your responsibility to give us **access** to your **property**. If we do not have **access**, we will not be able to complete the work and it is then your responsibility to arrange another appointment.

Your home

We will take photographs of where we will be working in your **home**, for the installer to see where work is to be carried out, to show existing damage or good workmanship. We will store them in accordance with our privacy notice.

Dangerous materials and asbestos

The price we quote does not include the cost of removing any dangerous waste material that we could not reasonably identify when your quote was provided. You can contact a specialist contractor to remove these dangerous materials or we may be able to arrange for their removal at an extra cost. If any asbestos needs to be removed before we can continue to work at your **property**, you must arrange and pay for someone else to remove it, who will provide you with a Certificate of Reoccupation, which you will need to show us.

Authority to carry out work

When we arrive on the installation day, someone 18 years and over who can make important decisions, needs to be at the **property**. If you are not at the **property** on the day of installation, you must ensure there is someone reachable via phone who can give instructions to our engineer.

Our installers

To carry out the work as quickly as possible, we may use one of our approved installers. They are all fully qualified, Gas Safe registered (where applicable) and carry identity cards. To complete your installation, we may use secondary trades such as electricians or specialist builders. These are usually contractors who will be appropriately qualified. We are responsible for the installers and secondary trades we use.

Our responsibilities

Timeframes

Any timeframes we give you are our best estimates and we will do what we can to keep to them. Where there are likely to be delays, we will inform you as soon as possible and agree new timeframes with you. The time it takes us to complete the installation will not affect your quote or the price you pay.

Waste removal

The price we quote does not include the cost of removing non-dangerous materials, including your old **boiler**, and **central heating** parts or **plumbing fixtures** we **replace**, unless requested and specified on the quote. The disposal of any packaging is the responsibility of the homeowner/tenant. We can arrange for removal at an additional charge.

Our responsibility for damage

Whilst every care will be taken by us, we accept no liability for any damages, unless such damage results from negligence on our part, to plaster work, decoration, flooring etc, which may be consequent upon the carrying out of the work detailed, unless specifically provided for in the quotation. Cuts or holes made to allow for equipment will be made good but not permanently finished or redecorated. Floor boards will be re-instated where necessary, but special and/or laminated floors cannot be permanently re-fixed. Any carpets which must be lifted will be re-laid to the best of our engineers' ability, however we cannot be held responsible for carpets which have been nailed or glued down. It should be anticipated that an amount of re-decoration may be required and this will be the customers' responsibility and is not included in the price. Similarly, we accept no responsibility for damage which is attributable to structural defect or weakness unless such damage results from negligence on our part, its servants, workmen or sub-contractors.

Plumbing fixtures

All new **central heating** systems/upgrades installed carry a 12-month labour warranty from the date of installation. No guarantee can be given on the integrity or suitability of any existing components being connected to and we cannot be held responsible for the failure of any such components or defects existing with any part of the original system, i.e. radiators, pumps, pipework, shower taps etc, or where issues may arrive from any changes in water pressure due to the conversion from a tank fed supply to either mains or sealed type systems.

As it is necessary that all pipes are accessible, we will not normally bury them in solid floors or walls and pipes will be exposed in these situations. Boxing in of pipework is not included unless specifically detailed in the quotation. If we remove boxing, it will be down to the engineers' discretion if the boxing is to be put back.

Commissioning check

A **commissioning check** will be carried out as part of the **boiler** installation. Our engineer will check that your **central heating** and ventilation do not have any pre-existing faults. You will need an **annual service** one year after installation. We will provide a copy of the **commission check** along with a gas safety certificate and guarantee for your **boiler**.

Installation certificate

An installation certificate will be provided for **cylinder** installations and work completed to **plumbing fixtures**. Our engineer will check that the system or fixture is fully functional on completion.

Spare parts

We will provide **replacements** with similar functionality but not necessarily the same features or an identical make and model or type of fitting. You can provide the engineer with a **replacement** part that you have bought yourself and that we approve of, but we will only accept responsibility for our workmanship. If our engineer does not have the parts they require with them, we will try to get parts from the original manufacturer or our approved supplier.

System cleanse

When we install your **boiler** we may carry out a system cleanse. This is where we push hot and cold water through your system. This will not remove **sludge**. If you have **sludge** in your system, we recommend you have a **power flush** before we install the **boiler**.

Power flush

If you need a deeper clean to remove **sludge** and other waste from your **central heating**, we recommend you purchase a **power flush** with your installation.

Water supply pressure

We will test your water supply pressure before we start work. As water supply rates can change, we cannot be responsible for your **central heating** failing to work properly due to your water supply becoming inadequate or changing, unless we were negligent in how we tested your water pressure.

Your responsibilities

Working in dangerous or unsafe conditions

We will not start or continue doing any work at your **property** if we believe there is a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. We will not return to finish the work until that risk is gone.

Solar thermal

Before we start your installation, it is your responsibility to arrange for and pay a suitable qualified solar installer to decommission or drain the solar thermal system. You will also need to arrange for the solar installer to recommission or fill the solar system once your new boiler has been installed.

Carpets, floors and finishes

To help us complete our work, we may need you to take up floor coverings including carpets or tongue-and-grooved, parquet, hardwood, rubber or tiled floors. We will give you as much notice as possible if we need you to do this and it will be up to you to put the flooring back once the work is complete. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost. If you have underfloor heating, you will need to tell us before work commences.

Keeping us up to date

It is your responsibility to keep us informed of any change in contact details including telephone number, address and email.

Manufacturers' security instructions

It is your responsibility to follow manufacturers' security instructions relating to internet or mobile connected devices which are used to communicate with **boilers**, appliances or systems covered under this agreement.

Permission

It is your responsibility to get any permission needed for the work, as we will not accept liability for unauthorised work, e.g. if you do not own the **property** you will be required to get the owners/landlords permission first, or if the **property** is a listed building, you may need planning permission. You will be responsible for compensating us for any losses or costs we suffer if you fail to get the correct permissions.

Gas and electricity supply

You will need to have an adequate gas and electricity supply to your **property** before we can start any work. We can provide the contact details of a gas or electricity distribution company to arrange this if you need us to.

Unless it is otherwise stated in the quotation, we will connect onto your **homes'** existing electrical system. If the **boiler** location is changed as part of the schedule of works, then a new fused spur may be required. The quotation does not include the installation of a new fused spur, unless specifically stated. In the event that there is no fused spur present, the **boiler** will be commissioned on a temporary supply and it will be the home-owners responsibility to upgrade the electrical supply to meet current regulations.

Payment and credit agreements

You need to pay the deposit shown on your quote when you accept it. If part payments are detailed on the quote at certain stages of the installation, you must pay these when these stages are complete. You must pay the outstanding amount for the work once we have finished the installation. If you enter into a credit agreement introduced by us in order to fund your purchase, and you cancel this agreement in your cooling off period, then you must pay the quoted price for the work once we have finished the installation.

All goods supplied remain the property of Gas & Air Solutions Ltd even though installed, until fully paid for. The guarantee shall be null and void if payments are not made on the due dates and the above conditions not adhered to. Customers can withhold payment if there is an arguable claim against the company, for example because of damage or faulty goods supplied. We reserve the right to charge interest at 1% over Bank of England base rate on any overdue balance until payment is made.

Things that are not included

Additional work and restoration

Sometimes we may need to do some extra work, for example if we cannot use existing pipework or waste for **plumbing fixtures**, we need to do some wiring to install the **boiler**, or we have to move the flue. This work can cause damage to wall coverings, paint and solid wall insulation. You may need to redecorate, **repair** or restore certain areas once the work is completed. This restoration work is not included in the price we quote and you will be responsible for this. We do have secondary tradespeople who can be scheduled for these works at extra cost.

Any other loss or damage

We are not responsible for any loss of, damage to, or cleaning of **property**, furniture or fixtures as a result of your **boiler** or system breaking or failing, unless we cause it, for example damage caused by water leaks.

Pre-existing faults

Where we have connected new equipment to your existing system or appliance, we cannot accept responsibility for the cost of **repairing** or **replacing** parts of your existing system that later develops faults, or compensate for any faults that:

- were already there when your **boiler** or system was installed, or were caused by anybody other than us when any changes or additions were made to your **boiler** or system; or
- we could not reasonably have been expected to know about before, for example faulty pipes that do not have the correct protection, which are buried under concrete floors or concealed pipe joints that cannot withstand increased pressure when pressuring the system

This applies in all cases except where we have been negligent in not realising that this damage to your existing system would happen, or unless the way we carried out the works was negligent and caused the fault.

If your quote includes converting from a tank fed hot water and/or heating system to mains pressure hot water or sealed heating, your existing system will be subject to increased pressures within the pipework and we do not accept any responsibility for any issues that occur as a result of doing so.

Things beyond our control

We cannot be held responsible if we cannot meet our responsibilities because of things beyond our control, for example poor weather conditions, industrial disputes, strikes that we are not directly involved in or if species that could be subject to special protection, for example bats, birds, butterflies, dormice, or plants are found in your **property**.

Cancellation

By you

A 14-day cooling-off period is applicable once a quote has been accepted. If any work commences before the 14-day cooling-off period ends, this will automatically cancel the cooling-off period. If we have goods delivered to your **property** in anticipation of the work, we will recover any goods not yet installed in your **property**. If you prefer to keep them, we will charge you for these.

By accepting the quote, you have agreed that we can start work. If you cancel your agreement after work has started, we will charge you reasonable costs for:

- any work already carried out, and/or
- any goods already installed in your **property**

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

If you signed a credit agreement which relates to your installation, your credit agreement will automatically be cancelled if your **boiler** or **cylinder** sale is cancelled.

If you wish to cancel:

Call us on 01522 412599

Or email us on info@gasandairsolutions.co.uk

If there is a significant delay in the installation that is not your fault, or is not caused by events beyond our control, then you have a right to cancel this agreement and receive a full refund (within 14 days of the cancellation) providing you tell us before the installation takes place. If we have seriously failed in our duties to you, as set out in this agreement, you have a right to cancel and receive a full refund.

By us

We can cancel the installation at any time by giving you written notice. If we cancel the installation without good reason, we will pay you any reasonable costs or losses you suffer as a direct result of our cancellation.

Complaints

If you have a complaint about your installation:

Call us on 01522 412599

Email us on info@gasandairsolutions.co.uk

We take any complaint seriously and we will do our best to resolve the issue immediately. If we need more time to investigate, we will let you know and keep you updated.

Should you wish to escalate a complaint further after our response, you can ask the Consumer Ombudsman to review your case. They can be contacted at Consumer Ombudsman, PO Box 1263, Warrington, WA4 9RE, or by email at complaints@consumer-ombudsman.org. You should only refer a case to the Consumer Ombudsman after you have received a final decision on your complaint from us.

UK Law

Your installation is bound by the laws of whichever country your **property** is in (England and Wales, or Scotland).