

Gas Force Limited
General Terms of Business
Updated May 2021

These are our general terms and conditions of business, it aims to explain how we conduct our business, what to expect from us and what we expect from you.

We are Gas Force Limited, a company registered in England (08616733) and can be contacted at any time on 0208 935 5113 or info@gasforce.co should you have any questions on these terms and conditions.

We may update these terms and conditions from time to time to ensure they are always up to date and accurate.

Contacting us.

Should you have any questions, concerns or comments regarding this document, please refer them to the contacts below. We aim to respond to all queries within 2 working days of a request or concern being raised.

Phone us: 0208 935 5113

Send an email to: info@gasforce.co

You can send mail to: Gas Force Limited, 21 Fernbank Avenue, Hornchurch, Essex, RM12 5RA

Our legally registered business address is: 21 Fernbank Avenue, Hornchurch, Essex, RM12 5RA

General Terms and Conditions of Business.

1. For the purpose of these terms and conditions the following words shall have the following meanings:

(a) "The Company" shall mean Gas Force Limited.

(b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials. This is the person or organisation who instructs any works, and the person or organisation named on any invoice provided by The Company.

(c) "Engineer" shall mean a representative appointed by the Company.

2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated Engineer of the Company at its absolute discretion. Where the Company wishes to decline work, it shall not be required to provide reason or explanation.

3. HOURLY RATE WORK. The total charge to the Customer shall consist of the cost of materials supplied by the Company and the amount of time spent by the Engineer in carrying out works (including all reasonable time spent in obtaining materials and completing paperwork) charged in accordance with the Company's current hourly rates. The Customer shall only be charged for the time spent related to the Customer's work.

4. Where a written quote has been supplied to the Customer the total charge to the Customer referred to in the quote should not exceed the actual amount by more than 20% but may be revised in the following circumstances:

(a) if after submission of the quote the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the quote,

(b) if after submission of the quote there is an increase in the price of materials,

(c) if after submission of the quote it is discovered that further works need to be carried out which were not anticipated when the quote was prepared,

(d) if after submission of the quote it is discovered that there was a manifest error when the quote was prepared.

5. The Company shall not be under any obligation to provide an estimate or quote to the Customer and shall only be bound (subject to these terms) by estimates and quotes given in writing to the Customer by a duly authorized representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur. Any quotation or estimate offered by the Company shall expire after a 30-day period from the date generated.

6. Material Collection.

Collection of non-stock items is chargeable but:

(a) Time must be kept to a minimum and reasonable,

(b) The Customer must be informed wherever possible when the Engineer leaves the premises,

(c) If the collection time is likely to exceed 45 minutes the Customer must be additionally informed of the circumstances.

7. Invoices are due for payment within 7 days of delivery to the Customer, except where explicitly stated otherwise, by the Company, on the invoice. Liability falls solely to the person or organisation named on the invoice, and not to any third parties. Failure to pay will incur an interest charge of 2% per month until full payment is received.

8. If any invoice remains unpaid for more than 30 days, the Company is within its rights to seek collection of payment through a Debt Recovery agency of its choice. Any fees incurred upon such action are payable by the Customer and will be added to the total amount of any overdue invoice.

9. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the Engineer shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the late or non-delivery of materials.

10. If, after the Company shall have carried out any works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 28 days to the Company and shall afford the Company the opportunity of both inspecting such works and carrying out any necessary remedial works if appropriate. The Customer accepts that if they fail to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

11. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion. Supplied materials shall be guaranteed by their manufacturer (not by the Company) for a minimum period of 12 months and subject to the manufacturer terms, in addition to any stated exclusions in this document. A guarantee will only apply where services have been paid for in full and cleared funds.

The Guarantee will become null and void if the work/materials completed/supplied by the Company is/are:

(a) Subject to misuse or negligence,

(b) Repaired, modified or tampered with by anyone other than a Company Engineer,

(c) Not maintained in line with any advice offered by the Company, its Engineer(s) or where applicable any guidance offered by the manufacturer.

The Company will accept no liability, or guarantee suitability, for materials supplied by the Customer and will accept no liability for any consequential damage or fault.

12. The Company will not guarantee any work in respect of blockages in waste and drainage systems etc. The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice of the Engineer. Work is guaranteed only in respect of work directly undertaken by the Company, for the Customer, and once payment in full and cleared funds has been made. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be guaranteed. The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee where the Customer has been notified by the Engineer, either verbally or indicated in ticked boxes or in Comments/Recommendations, of any other related work which requires attention. The Customer shall be solely liable for any hazardous situation in respect of Capita Regulations or Gas Warning Notice issued. The Company is not responsible for any faults, downtime or damage caused from supplied materials installed or provided within manufacturer specifications that subsequently fail.

13. Title to any goods, supplied by the Company to the Customer, will not pass to the Customer, but shall be retained by the Company, until the Company receives payment for the goods and services provided in full and cleared funds. Where the Customer does not pay all amounts due to the Company in accordance with the invoice, the Company may require the Customer, upon reasonable notice, to return and deliver up goods to the Company, failing which the Company shall take legal proceedings to recover the goods or their value. The Company will seek to recover, from the Customer, any fees incurred upon any such legal proceedings.

Until such time as title in such goods has passed to the Customer:

(a) the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in the Company,

(b) for the purpose specified in (a) above, the Company or any of its agents or authorized representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be,

(c) the Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferring or otherwise disposing of such goods.

14. Where Customers purchase their own materials, the Company is not responsible for missing parts, faulty items, non-compatibility or guarantees. The Company reserves the right to make a charge for replacing missing, faulty or non-compatible items if requested to do so.

15. Unless specifically stated, no works offered by the Company shall include second fixing or making good of walls, floors or ceilings where these have been disturbed to make access for works to be carried out.

16. Engineers operate under their own Capita/Gas Safe Registration and as such are solely responsible for any Gas related work and subsequent liability.

17. These terms and conditions may not be varied or modified in any manner except by an instrument in writing signed by a duly authorized representative of the Company. Further, these terms and conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.

18. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of the time for performing such obligations.

19. The Company shall only be liable for rectifying works completed by the Company and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

20. Suitable parking should be available for our Engineer at the time of any visit. If permits cannot be supplied, the Customer agrees to pay the Company any parking costs when undertaking work at a Customer's premises. Where works cannot be completed due to lack of parking the Company reserves the right to apply a charge to cover the Engineers time in attempting to access. Parking should be on the same road/street, within 50yds of the property entrance.

21. The Customer shall afford any engineer working on behalf of the Company undertaking business at the Customer's premises a safe working environment, free from harassment, aggression, or abuse. The Customer shall provide (if required at the time) access to a toilet and washing facility as well as access to a potable water supply. Where this is not possible, the Customer shall inform the Company prior to engaging the services of the Company.

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