

Terms and Conditions

GENERAL

1. In these terms and conditions Safe Gas Service is trading as part of Build Team Solutions Ltd and is referred to as Safe Gas Service and any individual, firm or other person with whom Safe Gas Service contracts is called "the customer".

2. All the terms of the contract between Safe Gas Service and the customer ("the contract") are set out in these terms and conditions, the page overleaf, the report prepared by Safe Gas Service's Technical Surveyor and any build work estimate attached hereto. All other terms, conditions, warranties, guarantees, undertakings or representations offered orally or in correspondence are for indication purposes only and do not form part of the contract, unless noted on the contract and subsequently agreed in writing and signed by the director of Build Team Solutions Ltd.

3. The contract shall be binding when the customer has signed the contract. The customer accepts the price, specification, terms and conditions and Safe Gas Service offers to supply and install the system. Subject to current legislation and in conjunction with clause 42.

4. Safe Gas Service reserves the right to use parts and components that differ slightly from those set out on the page overleaf. If this proves necessary, the parts and components used will be of an equally high or improved standard.

THE INSTALLATION

5. Safe Gas Service cannot accept liability for breakage to laminated floors, tiled or other surrounds which are removed as part of the contract. It will be the customer's responsibility to ensure laminate flooring is lifted prior to the commencement of work.

6. The work will be carried out during normal working hours (Mon-Fri) unless otherwise agreed.

7. Every care will be carried out during this work. For the avoidance of doubt we will not:

- (i) renew flooring (including laminated flooring) or carry out other joinery work not specified in the contract;
- (ii) carry out any redecoration subsequent to completion of the installation;
- (iii) size radiators to suit undecorated areas following the removal of existing radiators/heaters.
- (iv) work with or remove asbestos-related products.

8. The work will be carried out as expeditiously as possible.

9. Safe Gas Service cannot be held responsible for strikes, lock-outs or Industrial action.

10. The customer accepts that damage may occur in the lifting and relaying of tongue and groove flooring, laminate flooring, tiled flooring, carpet underlay and composite flooring (linoleum, cushion floor etc.) Safe Gas Service cannot be held liable for such damage.

11. Care shall be taken by Safe Gas Service during the execution of its obligations under the contract. No allowance has been made in the contract price in respect of renewing, repairing or making good flooring, floor coverings, joinery and tiles, plasterwork or decoration damaged or disturbed in the course of installation. (The renewal, repair or making good of any such items will be the customer's responsibility).

12. With the exception of any product that contains any form of asbestos, Safe Gas Service will remove debris and unused materials. Disconnected copper cylinders will be removed and disposed of if specified in the contract to which an allowance has been made in the contract price. Old or superseded appliances will remain the property of the customer and it will not be Safe Gas Service's responsibility to remove them unless Safe Gas Service specifically agrees to do so. In such circumstances there may be an extra charge. When an existing cylinder is converted in situ, it may not be possible to reinstall the customer's immersion heater. Where this can be done, and is required by the customer there will be an additional charge. Safe Gas Service will only disconnect feed and expansion or cold storage tanks. The removal of said tanks will be the customer's responsibility.

13. The customer's attention is drawn to the Gas Safety (Installation and Use) Regulations 1998 which outline the responsibilities of gas users in order to comply with the regulations. Your particular attention is drawn to regulation 18(1)-(2) sections 136 and 137 which places the onus on the builder, owner or occupier of the property to ensure that any new gas installation pipe has correctly installed main equipotential crossbonding (sometimes known as electrical cross bonding). That is the connection between the consumer earthpoint and the gas installation pipe. We advise you that you have this bonding carried out by a competent person.

14. Safe Gas Service will not undertake to arrange for the delivery, fitting, connection or any step required to obtain a gas or power supply. This will be strictly the customer's responsibility.

15. Any builder work to be carried out by Safe Gas Service is set out on the estimate attached to this document.

16. Back boiler installations will utilise existing pipe work unless otherwise specified in the contract. Safe Gas Service will not remove any form of solid fuel fire and/or back boiler.

17. If the customer wishes to alter the central heating system, he must give written notice to Safe Gas Service of his wish to do so. On receipt of such a request Safe Gas Service may, at its sole and absolute discretion, elect either:

to agree that the terms of the contract apply to the system as altered or extended; or to intimate that the contract will terminate with immediate effect if the system is altered or extended. The contract will be deemed void if the system is altered or extended without the prior written agreement of Safe Gas Service. Safe Gas Service shall not be liable to the customer for any loss which may be suffered by the customer if the alteration or extension is carried out without the prior written consent of Safe Gas Service or in the event that the contract otherwise terminates as provided for in this clause.

18. Guaranteed Temperatures:

- (i) Heat losses are calculated on a continuous basis in accordance with BS5449 which lists design temperatures for different rooms. It is therefore recommended that a design temperature of 22 degrees C be used for bathrooms and 21 degrees C for all other rooms. All temperatures quoted are against a design outside temperature of -1 degrees C.
- (ii) Air Changes have been allowed as follows: Living./Lounge, Sitting, Dining Room 1.5, Hall /Cloakroom 2, Kitchen 2, Breakfast Room 1.5, Bathroom 3, Bedrooms 1, Landing 2, Toilet 3, Utility Room 3, Study 1.5, Games Room 1.5, Shower Room 3, Dressing Room 1.5, Store Room 1.

19. To achieve the guaranteed temperatures, the customer should observe the following:

- (i) all rooms and other areas in a dwelling require to be heated simultaneously.
- (ii) when the internal volume of any room or other area served by one radiator exceeds 1,450 cubic feet (41 cubic metres) an additional radiator

may need to be fitted.

(iii) roof insulation requires to have been fitted to a minimum of 100mm of glass fibre or material of equivalent insulation value.

(iv) when testing the system, it should be operated continuously for not less than 24 hours with air temperatures and hot water thermostatic controls correctly set and the boiler low temperature set .

20. The air temperature is to be ascertained by a thermometer placed 6 inches (150mm) from the floor in the centre of the room. Calculations are based on continuous heating. Night shut down is usual, but if the outside temperature is near the design temperature it may be necessary to operate the system 24 hours a day.

21. Building Regulations: Safe Gas Service complies with legislation relating to the installation of heating systems in Great Britain and Northern Ireland. The building regulations that are applicable in each country are as follows:

(i) Building Standards Regulations Part L1. 0 - General. 1 - Structure. 2 - Fire. 3 - Environment. 4 - Safety. 5 - Noise. 6 - Energy. Part K - Ventilation,

Part F - Heat producing appliances and storage of liquid and gaseous fuels.

Part P - Miscellaneous hazards.

(ii) England & Wales: Approved Document Part L1 - Conservation of fuel and power in dwellings. Approved Document B - Fire Safety. Approved Document

F - Ventilation. Approved Document J - Combustion appliances and fuel storage systems.

(iii) Northern Ireland - Building Regulations. Approved Part L - Heat producing appliances.

22. Unless otherwise specified in writing Safe Gas Service will not undertake the re-siting of any gas main, electrical wiring, electrical socket, plumbing or telephone installations. Suitable arrangements should be made by the customer for any such works to be carried out prior to the commencement of works by Safe Gas Service.

23. (i) All electrical work carried out will comply with the IEE Wiring Regulations

Seventeenth Edition BS 7671: 2008.

(ii) The final connection to the boiler and controls will be from a live socket. This will either be a fused spur and/or a Residual Current Device (RCD) on a radial circuit from the main board provided by the customer or in an alternative location deemed by Safe Gas Service as suitable for the requirements

of the system.

24. It is a condition of the contract that the customer is responsible for ensuring

that there is an adequate electrical and/or gas supply to the dwelling prior to commencement of the work. Where such supply is not laid to enable work to commence within 90 days of the date of the contract, Safe Gas Service reserve the right to terminate the contract with immediate effect. In these circumstances, the deposit paid will not be refundable to the customer. If the contract is so terminated, Safe Gas Service shall not have any liability for any costs, loss or damage arising from such termination.

25 Where Safe Gas Service needs to connect new equipment to the customer's existing central heating system, it shall not be liable for any loss arising from the breakdown, leaks or poor performance of or damage caused to the customer's existing central heating system as a result of faulty pipe work or some other defect or malfunction of the customer's existing central heating system. The customer warrants the fitness of the existing pipe work.

26. Safe Gas Service cannot accept responsibility for any deterioration in the performance of the central heating system caused by fluctuations in the water pressure provided by the customer's water supplier. The customer should ensure an adequate mains water supply before concluding the contract.

27. Radiators, if required, shall be of an advanced high efficiency design and shall be subjected to thorough painting process involving degreasing, phosphating and primer coating (stoved) prior to the final finishing coating of white semi gloss epoxy paint. They shall be supplied complete with top grille and side panels. Each radiator is manufactured and tested in accordance with BS EN 442: 1997 via a factory quality system certified as meeting the requirements of BS EN ISO 9000. All radiators carry the kite mark which certifies the heat output. Each radiator with exception of the By-Pass will be complete with thermostatic control valves, unless otherwise stated in the contract.

28. Flues:

(i) High Efficiency Condensing Boilers: At all times the flue will be installed to manufacturers instructions. Minimum dimensions of flue terminal clearance

positions can be supplied if requested. Plumbing can occur and is more visible

than the combustion products from a non condensing boiler. If the flue is to be terminated at low level, then the potential effect of the plume must be considered. The plume should not be directed: (a) across a frequently used access route (b) towards a window or door (c) across a neighbouring property.

All flue components supplied by Safe Gas Service are as per the requirements of BS 5440:2 – 2000. The high efficiency condensing boilers supplied by

Safe Gas Service will be SEDBUK (Seasonal Efficiency of a Domestic Boiler in the

UK) rated. Safe Gas Service will endeavour to supply SEDBUK 'A' rated boilers

subject to availability and compliance with current regulations. In certain cases it may not be possible to install this type of boiler. Safe Gas Service reserve the right to suggest a suitable alternative.

(ii) Where flues pass through an outside wall Safe Gas Service will endeavour

to ensure when filling the hole, that such filling matches the existing wall finish, but such matching cannot be guaranteed. Where the finish on an outside wall is roughcast, it will be assumed that it is securely attached. If this is found not to be the case and a larger area of roughcast than is necessary becomes detached when any hole is cut through the wall, Safe Gas Service will not be held liable for the cost of reinstatement.

(iii) Where in the unlikely event that an existing flue is to be used it will be the customer's responsibility to ensure that it is in good condition and to current standards. Where it is necessary for a liner to be used there will be an additional charge. The necessity of a liner will be confirmed at the time of survey. If such a charge will result in an increase of the total contract price stated overleaf by 20%, or more, the customer may withdraw from the contract. Said withdrawal must be in writing to Safe Gas Service within seven days of the date of survey.

(iv) Vertical Flues -Where a vertical flue is required and a boiler is positioned in the loft /attic area, it will be the customer's responsibility to ensure compliance with the following Health & Safety requirements;

(a) permanent access is required to the roof space which can be provided, for example, with a fixed retractable loft ladder

(b) flooring of the area is to be provided. This should be sufficient for installation, access to and servicing of the appliance;

(c) the roof space exit must be protected with a guard rail to protect against falls;

(d) fixed lighting should be provided;

(e) stored articles should be separated from the appliance (where required) by means of a guard.

All of the above require to be in place prior to the commencement of work by Safe Gas Service and are the customers responsibility to provide.

29. Ventilation provisions shall be in accordance with British Standards 5440-2. Ventilation apertures must under no circumstances be removed, closed or in any way obstructed.

30. The gas piping will be approved tube jointed and supported in accordance with the BS 6891 - 1998 up to 28mm. Water piping installed will be fitted and insulated to current standards under England & Wales bylaws 2000.

31. Combination and High Efficiency Condensing Combination Boilers: These

type of boilers operate at an increased water pressure. For this reason:

(i) Safe Gas Service cannot be held responsible for losses arising from the condition of existing domestic water supply pipes, taps, valves, sanitary ware

(cisterns, basins, baths, showers, sinks) existing central heating systems and fittings.

(ii) Safe Gas Service will not accept responsibility for existing low pressure, pumped or power showers failing as a result of increased water pressure. Generally these types of shower are not comparable with the increased water pressure experienced when a domestic hot water supply is altered to mains pressure to suit the installation of a combination boiler. It will be the customer's responsibility to make Safe Gas Service aware of any such shower installed.

(iii) If in the course of installation any items referred to at clause 30 above require to be renewed this will be subject to additional charges.

(iv) In most cases involving the installation of a combination boiler the existing hot water cylinder will be removed an allowance for this has been made in the price of the contract.

(v) Cold storage tanks, if directly feeding a bathroom will not be disconnected.

If however a storage tank is disconnected and is subsequently to be removed

it will be the customer's responsibility to ensure that adequate clearance is available to facilitate removal. If clear access is not available as at the date of completion by Safe Gas Service of installation works said tanks will be left

in situ. In such circumstances it will be the customers responsibility to arrange the removal of said tanks.

(vi) Condensate discharge pipes (applicable only to high efficiency condensing boilers) Where possible the condensate will discharge into an internal soil or waste pipe system. 22mm white solvent weld plastic pipe will be used internally and not copper. Should the condensate discharge require to be fitted externally the pipe size externally will be 22mm and insulated with tubolit foam insulation.

(vi) Noise Disruption: Some noise may be noticeable from the boiler whilst in operation or on commencement of operation. Safe Gas Service cannot guarantee that some noise levels produced may not be able to be eliminated.

32. Materials and radiator dimensions/outputs used by Safe Gas Service in the course of installation shall be determined by the Safe Gas Service's Technical Surveyor.

PAYMENT

33. If the customer has not allowed Safe Gas Service access in order to commence the process of installation within 90 days of the date of the contract, Safe Gas Service reserve the right to terminate the contract with immediate effect. In these circumstances, the deposit paid will not be refundable to the customer. If the contract is so terminated, Safe Gas Service shall not have any liability for any costs, loss or damage arising from such termination.

34. Where the contract price is to be paid by a finance agreement, the contract price will be paid on completion of installation works less any sums paid by the customer prior to completion of the installation process. The customer will sign a Finance Company Satisfaction/Authority to Pay Note on completion of the installation process.

35. Where the contract price is not to be paid by a finance agreement, the contract price will be paid as follows;

(i) a deposit will be payable at the date the contract is signed;

(ii) a further payment of up to 90% of the contract price will be payable on delivery by Safe Gas Service of the goods;

(iii) the balance of the contract price will be payable on completion of installation works.

36. Where no gas supply has been provided, the process of installation will be deemed to have been completed when the system has been filled.

37. The rate of V.A.T. quoted is in accordance with prevailing legislation. If the rate should change between the date of the quotation and the work being completed the customer will be liable to pay the V.A.T. rate as at the completion date.

38. Any bank or interest charges or legal fees incurred by Safe Gas Service as a result of default in payment will be passed on to the customer.

39. Safe Gas Service reserve the right to terminate the contract, at its sole and absolute discretion, on sight of the Technical Surveyor's report. In such circumstances any sums paid by way of deposit will be refunded in full to the customer.

40. Installation works may not be completed in one day. Safe Gas Service will endeavour to complete the installation as quickly as possible allowing for unforeseen obstructions or delays howsoever arising due to the construction of a particular property.

41. Any concession, latitude or waiver allowed by Safe Gas Service at any time shall be made without prejudice to their strict and full rights under the contract, and shall not prevent Safe Gas Service subsequently enforcing such rights.

42. Once you have signed this agreement you will have a short period of time in which you can cancel it. You can do this by sending or taking WRITTEN

notice of cancellation to Safe Gas Service at the address shown overleaf. You have a seven (7) day cooling off period from the date of signing of this agreement. If you cancel this agreement within the seven day cooling

off period any payment you have made will be refunded in full. Should the customer agree to have any and all work commence within the said seven (7) day cooling off period the customer agrees and accepts the aforementioned cooling off period will NOT apply under any circumstances and the customer accepts this as legally binding.

43. If payment of any of the payments due under the contract is not made on the due date, interest shall be payable on the outstanding amount at a rate of 2.5% over the base rate applied by Barclay's Bank plc per annum from the due date until the date of payment.

44. If the customer is a tenant, he may need his landlord's permission for

the contract to be performed. Safe Gas Service will assume that such permission has been obtained. The customer agrees to indemnify Safe Gas Service against any liability for any loss or damage arising from failure to obtain such permission.

45. If payment is to be made via a Grant Application, Safe Gas Service will require payment from the customer as per clause 35 above. It will be the customer's responsibility to seek reimbursement from the relevant local authority. Safe Gas Service will not accept payment from a third party (e.g. a local authority).

DELIVERY AND TITLE

46. Failure by Safe Gas Service to make delivery within a reasonable period of time shall entitle the purchaser to terminate the contract, Safe Gas Service shall

not be liable for any loss or damage resulting from any delay in delivery howsoever arising.

47. Safe Gas Service reserves the right to make a delivery charge where appropriate. The customer shall not be entitled to make any deduction from the contract price in respect of any set off or counter claim, unless Safe Gas Service has failed to perform the terms of this contract.

48. All goods and materials delivered to the customer remain the property of Safe Gas Service until payment in full of all sums due under the contract has been received by Safe Gas Service and cleared through the banking system. In the event of the customer being in default of payment, Safe Gas Service may

remove and resell the goods and materials and the customer grants Safe Gas Service irrevocable permission to enter the customer's premises at any time to examine and/or recover the goods and materials.

49. Safe Gas Service may exercise their right to remove and resell under clause

48 above without prejudice to their right to recover all sums due under the contract.

THE SYSTEM GUARANTEE

50. Safe Gas Service will guarantee the materials supplied by them or their approved Central Heating installers for such period from the date of completion of installation as is specified in the contract.

51. The customer should note that it is only the equipment supplied and fitted by Safe Gas Service that is guaranteed. Subject to the prior written

agreement of Safe Gas Service said guarantee can be assigned to a third party.

52. Said guarantee will only be enforceable by the customer where the contract price has been paid in full.

53. Said guarantee will not be enforceable in circumstances where damage has been caused by the improper operation of the system and or equipment by the customer.

54. Said guarantee shall extend to the free replacement of materials and mechanical component parts that fail in the course of normal use. It shall not apply where damage has occurred due to abnormal working conditions, negligence, wilful damage, misuse or alteration of the system by a third party.

55. If the 2 year guarantee has been selected by the customer, the central heating system insofar as installed by Safe Gas Service will be guaranteed for

a period of 2 years from the date of completion of installation provided that,

during the period of the guarantee, you agree to a Safe Gas Service, service engineer carrying out one free check to be carried out one year from the original commissioning of the boiler and all other equipment in your home if supplied by Safe Gas Service. If the 5 year guarantee has been selected by the customer, chargeable annual services must be carried out for the duration of the warranty period.

LIABILITY AND ENFORCEABILITY

56. Safe Gas Service shall not be liable to the customer for any loss including consequential or economic loss or damage which may be suffered by the customer as a direct result of performance of the contract by Safe Gas Service

being prevented, hindered or delayed by reason of any Act of God, force majeure, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of Safe Gas Service affecting the performance of the contract.

57. Every provision of the contract is severable and distinct from every other provision and if at any time one or more of these provisions is, or becomes

invalid, illegal or unenforceable, the validity, legality and enforceability of the

other provisions will not be affected in any way.

58. The contract will be construed under and in terms of the Law of England & Wales.