

## **TERMS AND CONDITIONS**

References in these conditions to 'Gasway', 'we' and 'us' are references to Gasway Services Limited (company number 04158628), whose office is registered at 31 King Street, Norwich NR1 1PD

### **HEATING SYSTEM INSTALLATIONS**

#### **1. OUR CONTRACT WITH YOU**

When accepting a quotation for a heating installation, you agree that you

- 1.1 are aged 18 or over.
- 1.2 are either the owner of the property detailed in the quotation, or that the owner of the property has granted you permission to purchase and install a new boiler.
- 1.3 understand that we are unable to guarantee the integrity of your existing system (especially pipework sited within concrete floors). Our quotation is to replace the boiler, system controls and make good only.
- 1.4 understand that every effort will be made to restore facilities at the earliest opportunity. The heating and hot water system could remain out of action for much of the time the work is in progress. Cold water supply interruption is anticipated to be minimal.

#### **2. INSTALLATION**

##### **2.1 Pipework**

- 2.1.1 All pipe work will be in copper tubing with capillary or compression fittings as appropriate.
- 2.1.2 The pipe work will be concealed wherever possible and all visible pipes will be fitted neatly and as inconspicuously as practicable. Proper provision will be made for the effects of expansion and contraction. All new pipe work containing water in unheated spaces i.e. garages or lofts will be lagged as necessary.
- 2.1.3 Where any supply pipework is to run beneath floors, we will require access to the respective rooms to raise carpets and flooring as appropriate as discussed during the survey. We would appreciate you undertaking the moving of any furniture or items to facilitate access to these areas wherever possible prior to work commencing.
- 2.1.4 Gasway will relay carpets as best as practicable but will not accept responsibility for their integrity. Any re-stretching required will need to be undertaken by your own contractor.
- 2.1.5 It will be necessary to provide pressure relief and condensate pipes from new condensing boilers to a suitable point as discussed during the survey. Every effort will be made to make these as inconspicuous as possible however we will ensure current Gas Safety and Building Regulations are met accordingly.

##### **2.2 Building Work**

Your quotation includes providing all holes etc. required for pipe runs and making good all work disturbed afterwards but not painting and decorating, carpentry, brickwork, plastering

or electrical work other than that specified. The quotation includes the removal of all scrap and waste materials from site.

### 2.3 **Asbestos**

Any asbestos contained materials encountered on site which have not been specifically itemised will not be removed unless requested, for which an additional charge may be made.

### 2.4 **Electrical Work**

2.4.1 All the necessary electrical work associated with the installation is included in your quotation.

2.4.2 Upgrading the Main Equipotential Earth Bonding is NOT included in your quotation. Our electrician will check this during the installation, and you will be advised if this does not meet current regulations and if any additional work is recommended.

2.4.3 New independent immersion heater or shower supplies are not included in your quotation unless specifically specified.

## 3. **STANDARD GUARANTEES**

3.1 All boilers supplied by us will be supported by a manufacturer backed warranty for the length of time detailed in your quotation. To claim under this warranty, you must ensure the boiler has been serviced on an annual basis. The cost of annual servicing after installation is not included in our quotation unless otherwise specified.

3.2 It is your responsibility to organise and keep records of service for the products. These records must be produced to the manufacturer on request if you are making a claim under the warranty. Any warranty will be void without these records.

3.3 Any auxiliary products which are supplied (e.g. radiators and thermostats) will usually be supported by a 12-month parts and labour warranty. Other components and equipment such as filters will have individual warranties. These will differ depending on their specific manufacturers. Please contact us to obtain details of these warranties.

3.4 The installation service carried out by us is supported by a 12-month parts and labour warranty. This warranty is provided by Gasway.

3.5 You will not be able to claim under a warranty where failure, fault or problem occurs due to:

3.5.1 Failure by you or any third party in the operation, inspection, servicing, or care of the products which is not done in accordance with the manufacturer instructions.

3.5.2 Deliberate vandalism or damage.

3.5.3 Any damage which occurs as a result of circumstances which are out of the manufacturer's or our control; or

3.5.4 Variations in the flow rate of water going to any of the installed products.

3.6 Replacement of bulbs, filaments, batteries, or lamps are excluded from the warranty. Timers, lockout devices, thermostats and other devices connected to the equipment are also excluded from the warranty after the expiry of the individual items warranty period which has been provided by the product manufacturer.

## **4 OUR CANCELLATION RIGHTS**

We may have to cancel a contract due to events outside of our control or the unavailability of stock. If this happens, we will promptly contact you to let you know

## **5 YOUR CANCELLATION RIGHTS**

**5.1 You have the right to cancel this contract under the terms of the Consumer Contracts Regulations (2013), from where your rights as a customer, as laid out, are derived.**

**Subject to the remaining paragraphs of this section (SECTION 5) you can cancel the contract between you and us up to 14 days after goods are delivered to you without giving any reason. This is called your 'cooling off period'.**

5.2 You are not entitled to cancel or obtain a refund (i) in respect of goods that have been made to your specification or are clearly personalised or (ii) where urgent repair or maintenance is carried out.

5.3 If you cancel your agreement within the cooling off period then, subject to clause 5.4, we will refund to you all payments that we have received from you, other than non- standard delivery charges, within 14 days of receiving your cancellation notice

5.4 If you have expressly opted to start the work within the cooling off period and then choose to cancel after the installation has started and before the cooling off period ends:

5.4.1 you will be under an obligation to pay for the reasonable costs incurred by us in performing those services and we may deduct this from any refund that you are owed or, if your refund has already been processed, charge you for such costs; and

5.4.2 we will also be entitled to deduct from your refund or charge you (if your refund has already been processed) the amount by which the value of any installed goods has been diminished as a result of customer handling beyond what is necessary to establish the goods' nature, characteristics and functioning, up to 100% of the contract price. Please note that a boiler's value is likely to be significantly diminished if it has been used.

5.5 If you have expressly opted to start the work within the cooling off period you will lose your right to cancel within the cooling off period if the service is performed in its entirety.

5.6 If you cancel this agreement within the cooling off period, we will collect the goods from you within 14 days of receiving your cancellation notice (on a date agreed between us) and you agree to pay our reasonable and direct costs and expenses incurred in their collection (including the cost of uninstalling goods if you have asked us to do this).

## **6 FINANCE AGREEMENTS**

If you have entered into a separate credit agreement, it is your responsibility to cancel this if you choose to cancel the agreement between you and Gasway.