

1. The remainder of this document sets out the terms and conditions which apply to the agreement between you (our customer), and us.
2. When you ask us for a quotation, one of our surveyors will come to your property to carry out a survey. If we cannot survey your property, or do not consider it to be suitable for us to provide the requested goods/services, we do not have to provide the survey or any product to you.
3. If we do survey your property and provide you with a quotation (the 'Quotation'), the Quotation will be subject to the matters set out in this Agreement, which you should note. The Quotation will include those products, services and other items or work which our surveyor considers that you require based on the survey (together, the 'Work') and will remain open for acceptance for 30 days, although we reserve the right to withdraw the Quotation at any time. Our prices are subject to VAT and to any change in the rate of VAT.
4. A contract will only come into being upon our acceptance and confirmation of your agreement to the Quotation. In agreeing (whether expressly or impliedly) to the Quotation, you are:
 - i. placing an order confirming that you accept and understand the terms of this Agreement and agree to be bound by them;
 - ii. agreeing that it is acceptable for the information and form required to be provided to you under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations') to be provided via an emailed copy of your quote

and these terms and conditions;
 - iii. giving authority for the Work to be carried out and (where relevant) agreeing that you have authority from the owner of the property for the

Work to be carried out; and
 - iv. agreeing that you (or the owner of the property) have obtained any relevant consents and/or permissions that may be required, e.g. listed

building consent.
5. Once you have accepted our Quotation, you must make payment in full in cleared funds prior to commencement of the Work unless we agree otherwise in writing with you. If the Work is cancelled prior to installation we will refund to you all sums paid in advance, less any amounts due for Work carried out prior to cancellation and (in the case of cancellation by yourself) any amounts due for costs incurred by us to the date of cancellation.
6. Whilst we may provide guidance to you in respect of the process by which you can apply for any cashback offers available to you, we are not responsible for the success or failure of such application, and the success or failure of your application does not affect your obligation to make payment to us for the goods and services provided, nor can we delay receiving payment to the date at which you may receive any such cashback.
7. We make no guarantee that any RHI payments or other government sponsored payments or grants will be either accessible to you or will amount to any specific value. We are not in a qualified position to be able to provide you with any guarantees or promises as to the extent of any payments or grants and you need to separately retain the services of a qualified assessor for this purpose. You will remain liable for making payment in full for the Work and we cannot make any assurances that you will receive any funds towards such payment/s from any source.
8. Once we have accepted your order and we have received the agreed advance or deposit payment due in cleared funds, we will agree with you a date for the Work to be carried out within normal business hours. We will endeavour to carry out the Work on the agreed date but this may be subject to change and we shall not be liable in any way for any delay or any losses whatsoever arising as a result. Time shall not be of the essence for the purposes of this clause.
9. Please note that if there is a significant delay between our acceptance of your order and receipt of full payment, the Quotation may be subject to change.
10. You will provide us and our employees, sub-contractors, agents and other workmen or representatives access on the agreed date to carry out the Work and you agree that (where applicable), once the Work is complete, you will promptly pay any outstanding balance.
11. Most heating installations do not require planning permission but you should check. If, for example, your property is a listed building or you are in a conservation area and/or the system flue extends 1 metre above the roof height then you may need planning permission. You are responsible for contacting your local planning authority to obtain confirmation that planning permission is not required. We cannot be held liable

for any installation carried out where planning permission was required but not obtained and we cannot offer refunds in such cases.

12. You must provide the following for our use free of charge during the Works: water, washing facilities and toilets; electricity supply; gas supply (where relevant); adequate storage space; safe and easy access to your property from the public highway; easy access to the location within the property where the installation is to take place.
13. Goods belonging to us may be delivered to the site. If the contract is terminated early for any reason then, unless you have paid for the goods, you must return them to us. Until ownership of the goods passes to you: you must store the goods separately in such a way that they remain readily identifiable as our property; you must not destroy, deface or obscure any identifying mark or packaging relating to the goods; and you must maintain the goods in satisfactory condition.
14. If, when we commence Work, we find that there is a problem which was not reasonably apparent on survey or we find dangerous material such as asbestos, we reserve the right to cancel, suspend or increase the price of the Works. If we cannot carry out the Work for reasons outside of your control, you will not be charged. If you do not provide us with reasonable access or you suspend or cancel the Work, we may suffer additional costs and may recharge you for these and for any work carried out.
15. We will carry out the work in conformity with this contract and will take reasonable care in carrying out the Work but we do not accept liability for any damage to decorations, walls, floors or the like, which is not reasonably avoidable in carrying out the Work. We will make good any holes but will not re-decorate, re-finish or re-lay flooring or floor covering. Boxing in of pipework is not included unless

specifically set out in the Quotation. You should therefore be aware that minor redecoration may be required after the Works, which is not included in the Quotation price. We will notify Building Control or Gas Safe of your installation as appropriate following completion.

16. You will pay any sums due by the relevant date/s set out on the quotation or otherwise agreed or, if not stated, immediately on completion of the Work. If you fail to pay the amount specified by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be 3% above the base rate set by the Bank of England. If you are in breach of this agreement because you have failed to make an agreed payment, then we may be entitled to suspend work, recover any additional costs we incur and/or require you

to return any delivered goods to us.

17. Any manufacturer's warranty included with any Boiler purchased as part of the Work, is subject to the terms of such warranty (available directly from the manufacturer). Please note that, for the warranty to remain valid, you must ensure that the Boiler is serviced by a Gas Safe registered engineer within each 12 month period from installation. You must keep appropriate records of those services and be able to produce them on request. The manufacturer warranties for other products installed may attract other conditions and you should, in each case, refer to the terms of the guarantee or contact us for further information.
18. You agree that from time to time we may arrange for the Work to be inspected and you will grant such reasonable access as may be required in order for such inspections to be carried out
19. We are not liable to you for:
 - i. Any defect in or damage caused to the Work, or any part of it, arising from fair wear and tear, wilful damage, your negligence,

damage caused by a third party (other than our representatives and installers), failure to follow our instructions or any instructions of the

manufacturer or supplier of goods forming part of the Work, or alterations made or actions taken without our approval.
 - ii. Any loss due to fire, theft or other risks normally insured for under a household insurance policy.
 - iii. Any delay in carrying out the Work, and any related costs.
 - iv. Any costs arising out of any requirement for us to cancel the Work, if we cannot carry it out as planned.
 - v. Any defect, damage or breakdown caused by inadequate servicing of a Boiler or other product (unless such servicing was

provided by us) or by deliberate action, accident, misuse or third party interference including modification or an attempted repair (other than

repairs carried out by us) which does not fully comply with industry standards.

- vi. Any defect, damage or breakdown caused by the design, installation and maintenance of a central heating system or which is due to the integrity or suitability of any existing part of a heating system to which the Works have connected.
 - vii. De-scaling or other work required as a result of hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.
 - viii. Any incompatibility of a shower with any new Boiler supplied and installed by us.
 - ix. Any issues arising as a result of inadequate or changeable water supply.
 - x. Any failure by us to meet any of our obligations due to matters beyond our control.
 - xi. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business, wages or goodwill) howsoever arising. Notwithstanding the foregoing, nothing in this Agreement is intended to limit any rights you might have as a consumer under applicable law, or other statutory rights that may not be excluded, nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
20. We may assign, licence or sub-contract all or any part of our rights or obligations under this Agreement without your consent.
21. This Agreement is personal to you and you may not assign licence or sub-contract all or any of your rights or obligations under this Agreement without our prior written consent.
22. We, our agents and subcontractors may use your information in accordance with data protection legislation to do the following:
- i. Provide you with the goods and services you have requested and contact you in relation to them.
 - ii. Create statistics.
 - iii. Help to prevent and detect debt, fraud or loss.
 - iv. Help to train staff and improve our systems.
 - v. Retain as proof of your identity.
 - vi. Comply with the requirements of supervisory organisations such as Gas Safe.
23. If you give us information on behalf of someone else, you agree that they are aware of these terms and that they have given permission for us to use their personal information as described above.
24. We may 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 are meeting our legal and regulatory responsibilities.
25. You are entitled to have a copy of the information we hold on you and to have any inaccurate information corrected. We may charge a small fee for providing a copy of any information we hold about you.
26. If you have any enquiries please contact us using the contact details as set out in your quote. Any complaints should be sent in writing to our registered address or emailed to us. If you wish to report a defect or issue with the Work, you must do so by telephone or email within 24 hours of discovering the same. We will endeavour to respond to any complaints within 48 hours and our complaints policy is available on request.
27. You may cancel services (if they have not yet been carried out) at any time up to 14 days after you enter into the contract for those services. You may return goods at any time up to 14 days from receipt, unless the goods have been mixed inseparably with other items by that point or if the goods were tailor made for you. You are responsible for returning goods to us at your own cost and deduction will be made if the value of the goods has been reduced as a result of handling. This does not in any way affect your statutory rights. If you wish to cancel

any Work or return any items, please notify us immediately by emailing or writing to us using the contact details set out in your quote. A standard cancellation form is available at the end of this document. If Work has started before the end of the cancellation period with your agreement (i.e. you have permitted the Work to commence during that time), you may be required to pay reasonable costs for any goods or services supplied (in line with regulation 36 of the Regulations).

28. We shall be entitled without prejudice to the other rights and remedies available to us, either to terminate the whole or any part of this Agreement or to suspend any future service or supply if any of the following events occurs:

- i. If any debt due and payable by you to us is unpaid on the due date of payment, or if you are in breach of your obligations under this Agreement which in the case of a breach capable of remedy is not remedied by you within 14 days of receipt by you of a notice specifying the breach and requiring its remedy.
- ii. You make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or an encumbrancer takes possession or a receiver is appointed of any of your property or, or if you cease or threaten to cease to carry on business or if we reasonably apprehend that such events are about to occur in relation to you.

29. The termination of this Agreement howsoever arising shall be without prejudice to the rights and duties of either you or us accrued prior to termination.

30. Failure by us to enforce or partially enforce any provision of this Agreement will not be construed as a waiver of any of our rights under this Agreement.

31. This Agreement is governed by the laws of England and Wales.

32. Warrantee

We are confident this work undertaken will provide many years of trouble-free service as all our products we use are manufactured to the very highest standard. All our products will come with their own in depended warranty that you will be liable to register by you, these are guarantee your products to be free from defects in materials or workmanship for the manufactures specified time frame from the date of purchase. Within the guarantee period we will repair, free of charge, any defects in the system resulting from faults in our workmanship. Not covered by this guarantee: Damage arising from incorrect use, unauthorised repair, normal wear and tear and defects which have a negligible effect on the value or operation of the system. We will not cover any other manufactures warranty other than our own 12 months' work guarantee. Reasonable evidence must be supplied that the product / work undertaken has been purchased within the guarantee term prior to the date of claim (such as proof of purchase or the Invoice). This guarantee is in addition to your statutory rights as a consumer. If you are in any doubt as to these rights, please contact your local Trading Standards Department. We will only cover labour costs to ourselves and in the event of failure of a product this will have its own guarantee. if a product fails within the guarantee period as per Manufactures specification we will come out to replace, repair, maintain at a cost to the customer. For more information please contact CGR Gas Services Ltd on the attached Details.

33. COMPLAINTS POLICY

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things rights as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on: 0800 037 0236, write us (our address can be found on the bottom of your quote*) or email us at info@cgr-gas.co.uk or contact us with the details at the top of this document.

We aim to respond within 7 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

34. Power flushing & Heating System cleaning

The Power flushing process is a Thorough cleaning process of the internal pipework and radiators on the system in certain cases on old heating systems you may find that the flushing of a system can uncover leaks due to the dislodged dirt in the system. In the unlikely event of this happening we as a company can take no liability what so ever in damages to the property caused by leaking of any part of the system. We will always advice on what would be best to do before carrying out any works at the property.

35. Pressurisation of any system pipework

Under certain circumstances if where by the system requires pressurisation we will advise your best possible option, there can occasionally be weak spots and flaws in the system that can lead to water loss and or leakages. We as a company shall not be held responsible for any loss or damage caused by these actions. Our advice is only for guidance and cannot be held liable for any damages caused by dissections made by you as the customer.

36. Force Majeure

Neither party shall be held liable for any delay or failure in fulfilling their obligations under these Terms where such delay or failure results from circumstances beyond that party's control (including, but not limited to, an act of God, fire, act of government or state, prevention from or hindrance in obtaining any raw materials, energy or other supplies, industrial action or labour disputes of whatever nature, and any other reason beyond the control of that party).

37. These terms and conditions are subject to change at any time with no notification and our full and up to date terms and conditions can be found on our website www.cgr-gas.co.uk, any confirmation made of our terms and conditions will be checked by the client via our online PDF and agreed in writing on the attached documents

Standard Cancellation Form Pro Forma

I/We hereby give notice that I/we cancel my/our contract of sale for the following goods and/or for the supply of the following service.

Description of order:

Ordered on/received on: _____

Name of customer/s: _____

Address of customer/s: _____

Signature of customer/s (only required if notified on paper): _____ Date: _____

(Please email or post to us using the contact information on your quote).

Twelve-month Warrantee Certificate

CGR Gas Services Ltd GUARANTEE

Thank you for choosing us to carry out the work.

We are confident this work undertaken will provide many years of trouble-free service as all our products we use are manufactured to the very highest standard.

All our products will come with their own independent warranty that you will be liable to register by you, these are guarantee your products to be free from defects in materials or workmanship for the manufactures specified time frame from the date of purchase.

Within the guarantee period we will repair, free of charge, any defects in the system resulting from faults in our workmanship.

Not covered by this guarantee: Damage arising from incorrect use, unauthorised repair, normal wear and tear and defects which have a negligible effect on the value or operation of the system. We will not cover any other manufactures warranty other than our own 12 months' work guarantee.

Reasonable evidence must be supplied that the product / work undertaken has been purchased within the guarantee term prior to the date of claim (such as proof of purchase or the Invoice).

This guarantee is in addition to your statutory rights as a consumer. If you are in any doubt as to these rights, please contact your local Trading Standards Department.

In the event of a claim please telephone '**CGR Gas Services**' or email us on info@cgr-gas.co.uk. If you have any doubt about being covered, please consult one of the team.

+44 (0) 7966477469 / +44 (0) 800 037 0236

Proof of purchase should accompany the faulty unit to avoid delay in investigation and dealing with your claim.

You should obtain appropriate insurance cover for any loss or damage which is not covered by CGR Gas Services Ltd in this provision.

Please retain for your records.

Off-premises and distance contracts for CGR Gas Services Ltd

CGR Gas Services Ltd

- Details of the goods being supplied and / or the work to be carried out please See Document EP1 and or your provided quotation.
- Total Estimated Cost including VAT please Refer to document EP1 and or your provided quotation
- All products supplied by us are 100% owned by you once all fees have been paid for in full (until payment, they will remain owned by us).
- We will invoice in stages, as work is completed & will request Deposits for materials as we work through the project.
- Payment for these stages is due 7 days following invoice date. Please See Full T&C's for more information

- Start and Finish dates will be out line in the document EP1 and or your quotation please not these dates are estimation of completion of specified works and CGR Gas services ltd cannot be held accountable for any delays due to unforeseen circumstances or Force Majeure.
- Complaints - We hope and expect that you will have no cause to complain about any aspect of our service. If, however, there is anything at any point that does not meet your expectations, please do not hesitate to let us know and we will do our utmost to make things right.
- Information about cancellation rights – see below.
- Information about consumer rights.

Note* Signing below is an agreement to our terms and conditions

Your rights

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us – our contact details can be found on our website at www.cgr-gas.co.uk

If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 03454 04 05 06 or www.adviceguide.org.uk.

Important information about whether you have the right to cancel your contract

Trader to tick which applies

- You have no right to cancel this contract because you contacted us and asked us to carry out urgent repairs or maintenance. Therefore, the information set out below does not apply to this contract
- You have no right to cancel this contract because the goods that we will supply you will be made to your specification. Therefore, the information set out below does not apply to this contract.
- You have no right to cancel this contract because the total cost of the contract is not more than £42. Therefore, the information set out below does not apply to this contract.

You have a right to cancel this contract and further information is given on the next page.

INFORMATION ABOUT THE EXERCISE OF THE RIGHT TO CANCEL

Your right to cancel

You have a right to cancel this contract without giving any reason. You can cancel at any time up until the cancellation period expires. The cancellation period lasts for 14 days starting on the day after:
the contract was agreed (contract agreed on)

You can cancel by email or post to the contact details below. You may use the attached cancellation form but you don't have to. You can cancel by telephone but we recommend that you confirm this in writing.

CGR Gas Services Ltd
Company number - 10906405
Registered in England and Wales
0800 0370236 - info@cgr-gas.co.uk
For full details please visit our website, www.cgr-gas.co.uk

Effects of cancellation

If you cancel this contract we will give you a full refund of the price you have paid. Please take reasonable care of the goods as we may reduce any refund to reflect the loss in value or damage as the result of unnecessary handling by you. We will not refund any delivery costs and the customer will be liable for any handling charges and or redelivery costs.

We will refund you as soon as possible, and no later than:

(a) 14 days after the day that we receive the goods back from you or, if earlier, receive proof they have been sent back, or

(b) if there were no goods supplied, 14 days after the day you told us you wanted to cancel this contract.

We will make the refund using the same payment method as you used to pay us, unless you agree otherwise. We may withhold the refund until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

Please send back the goods or hand them over to us as soon as possible and within 14 days of telling us you wish to cancel. You will have to bear the cost of returning the goods.

If you want us to start work straight away we will need a specific request from you in writing because of the cancellation period.

We have attached a form below called Authorization to commence work(s) proforma this will enable us to start any works before the end of the cancelation period

You will still have a right to cancel but if you do cancel you will have to pay us an amount to cover any work we have already done.

Authorisation to commence work(s) proforma **REQUEST TO START WORK BEFORE THE END OF THE CANCELLATION PERIOD**

CGR Gas Services Ltd
Company number - 10906405
Registered in England and wales
VAT number 275738952
Office - 0800 0370236
Mobile - 07966477469
Email - info@cgr-gas.co.uk
Web - info@cgr-gas.co.uk

Note* Signing below is an agreement to our terms and conditions

Identification of contract (e.g. brief description of work, contract number, contract date etc)

.....
.....
.....

I/We ask you to start work on our contract on the following date as agreed

.....

I/We understand that I/we have a right to cancel this contract within the cancellation period, but that I/we will have to pay a proportionate amount for any work completed prior to cancellation. I/We also understand that I/we will lose the right to cancel if the service has been fully performed within the cancellation period.

Consumer to tick to confirm they understand and agree to the above.

Date of contract _____

Name of consumer(s). _____

Address of consumer(s)

Signature of consumer(s) _____

Print Name(s) _____

Date _____



CGR Gas Services Ltd
Company number - 10906405
Registered in England and wales
VAT number 275738952
Office - 0800 0370236
Mobile - 07966477469
Email - info@cgr-gas.co.uk
Web - info@cgr-gas.co.uk

Job completion Form

Date _____ REF No./ Invoice no: _____

Clients Trading name _____

Clients Full or legal name _____

Phone: _____ Mobile: _____

Email _____

Job Address _____

Post code _____ Town _____

Detail of works provided (full details to be found in quotation and/or order of works)

Contract Number: _____ Order of works number: _____

Notes (if Any)

Signing below is an agreement between both parties that the client fully understand the Terms and conditions outline and that the works have been carried out to their complete satisfaction upon inspection and walk through with client and engineer. Once full payment has been received the client will receive a copy of the fulfilled invoice.

This document also outlines any notes relating to the job in question and signing will once again provide acceptance and satisfaction to any works and notes completed.

I/We Acknowledge That the works noted above have been completed to my/our satisfaction.

Signed (CGR*): _____
Name: _____
Position: _____
Date: _____

Signed (Client): _____
Name: _____
Position: _____
Date: _____