

## Terms & Conditions



### 1. Interpretation

1.1 In these conditions the following words shall have the following meanings:-

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**"Company"** means Gas Monster Limited registered in England and Wales with company number 07630431.

**"Conditions"** means these terms and conditions as amended from time to time.

**"Contract"** means the contract between the Company and the Customer for the supply of Materials and/or Services in accordance with these Conditions.

**"Customer"** means the person, firm or company who accepts a quotation from the Company for the purchase of Materials and/or Services.

**"Force Majeure Event"** means any event or sequence of events beyond any party's reasonable control and which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable and which prevents or delays any party from performing its obligations under the Contract including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors. But excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

**"Materials"** means the Materials (including any instalment of the Materials or any parts of them) which the Company is to supply in accordance with these Conditions as set out in the quotation.

**"Order"** means the Customer's acceptance (whether written or verbal) of the Company's quotation to supply Materials and/or Services to the Customer including emergency and immediate works.

**"Party"** means the Company or the Customer and "Parties" means both of them.

**"Services"** means the provision of work and/or other services which are the subject of the Contract and described in the quotation.

**"Site"** means the address for delivery, that part of the address for delivery where the Materials are to be supplied, or where any Services are to be performed as agreed by the Parties.

1.2 Any reference in these Conditions to any provision of a statute and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before, on or after the date of the Contract, so far as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion of the Contract (so far as liability thereunder may exist or can arise) shall be construed as a reference to that provision or regulation as amended, re-enacted or extended at the relevant time and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.

1.3 The headings in these Conditions are for convenience only and shall be ignored in construing these Conditions and shall not affect their interpretation.

### 2. Basis of the contract

2.1 The Order constitutes an offer by the Customer to purchase the Materials or Services or Materials and Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Company issues acceptance (whether verbal or written) of the Order at which point and on which date the Contract shall come into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

2.5 The Company reserves the right to vary these Conditions upon giving the Customer reasonable notice of its intention to do so. The Company objects to any varying terms proposed by the Customer. Such varying terms shall not become part of the Contract without the express written consent and signature of the authorised representatives of the Company.

2.6 All of these Conditions shall apply to the supply of both Materials and Services except where application to one or the other is specified.

### 3. Materials

3.1 The quantity, quality and description of the Materials shall be those set out in the Order.

3.2 The Company reserves the right to make any changes in the specification of the Materials if required by any applicable statutory or regulatory requirement.

### 4. Delivery of Materials

4.1 Delivery of the Materials shall be made by the Company delivering the Materials to Site at any time after the Company notifies the Customer that the Materials are ready.

4.2 Delivery of Materials shall be completed on the completion of unloading the Materials at Site.

4.3 The Company shall ensure that each delivery of Materials is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Materials, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of the Materials remaining to be delivered.

4.4 Any dates quoted for delivery of Materials is approximate only, and the time of delivery is not of the essence. If the Company fails to deliver the Materials, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacements goods of similar description and quality in the cheapest market available, less the price of the Materials. The Company shall have no liability for any failure to deliver the Materials to the extent such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with

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adequate delivery instructions for the Materials or any relevant instruction related to the supply of Materials.

4.5 If the Customer fails to take delivery of the Materials within 3 Business Days of the Company notifying the Customer that the materials are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract (i) delivery of the Materials shall be deemed to have been completed by 9.00am on the third Business Day after the day on which the Company notified the Customer that the Materials were ready, and (ii) the Company shall store the Materials until delivery takes place and may charge the Customer for all related costs and expenses (including insurance).

4.6 If the Customer has not taken delivery of the Materials within 10 Business Days from the day on which the Company notified the Customer that the Materials were ready for delivery, the Company may resell or otherwise dispose of part or all of the Materials.

4.8 The Company may deliver the Materials by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

### 5. Title and Risk

5.1 Risk of damage to or loss of the Materials shall pass to the Customer at the time of delivery or, if the Customer fails to take delivery of the Materials, the time when the Company has tendered delivery of the Materials.

5.2 Notwithstanding delivery and the passing of risk in the Materials, or any other provision of these Conditions, title in the Materials shall not pass to the Customer until the Company has received in cash or cleared funds payment, in full, of the price of the Materials and all other Materials agreed to be sold by the Company to the Customer for which payment is then due.

5.3 Until such time as title in the Materials passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Materials to the Company. Until such time, as in accordance with this provision, the Materials shall not be pledged or given as security or resold by the Customer and the Customer undertakes to store the Materials in its premises separately from its own Materials or those of any other person and in a manner which makes them readily identifiable as the Company's Materials.

5.4 Liability for the loss of property/possessions and the risk of accidental damage to any of the Material of any kind provided by the Company shall at all times remain with the Customer except where such damage or loss has resulted from the gross negligence of the Company.

### 6. Supply of Services

6.1 The Company shall supply the Services to the Customer in accordance with the Order in all material respects.

6.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the quotation or subsequent email correspondence, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Company reserves the right to amend the Services if necessary to comply with applicable law or regulatory

requirement, or if the amendment will not materially affect the nature or quality of the Services.

6.4 The Company reserves the right to refuse to undertake any work that is deemed likely to be ineffective or unsafe.

6.5 The Company warrants to the Customer that the Services will be provided using reasonable care and skill and to meet with all regulatory certification and safety standards at all times. The Company agrees to maintain at all times the required professional accreditation and registration with the UK national Gas Safe Register and where requested, to provide evidence of such accreditation. Certificates of compliance with the Gas Safe regulations shall be issued at the completion of all works, where required and appropriate.

### 7. Customer's obligations

7.1 The Customer shall:

- a. ensure that the terms of the Order are complete and accurate;
- b. co-operate with the Company in all matters relating to the Services;
- c. at its own costs and expense, take all necessary measures to prepare the Site and ensure that the Company's personnel are able to commence work immediately upon their arrival at the Site and further ensure that work proceeds in an uninterrupted manner;
- d. provide the Company and its personnel with access to the Site, service utilities and other facilities as reasonably required by the Company to provide the Services. The Customer will also be required to provide the necessary service utilities for installation at no charge;
- e. provide the Company with such information and materials as the Company may reasonably require in order to supply the Services;
- f. where an appointment is made for Company personnel to attend Site, either for specified works or unidentified small works, it shall be the Customer's responsibility to honour the appointment;
- g. at its own expense obtain all necessary consents for the installation of the works, including (without installation) building regulations and planning consents;
- h. if a tenant, ensure that they have their landlord's permission for an installation to be carried out. The Company will assume such permission has been granted and shall have no liability for any loss or damage arising from failure to obtain such permission; and
- i. comply with any additional obligations as set out in the Order.

7.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- a. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's Performance of any of its obligations;
- b. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to performance any of its obligations as set out in this clause 7.2; and
- c. the Customer shall reimburse the Company on written demand for any costs of losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

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### 8. Price

8.1 The price of the Materials and/or Services shall be the price set out in the Order. All prices quoted are valid for 30 Business Days only, after which time they may be altered by the Company.

8.2 In situations when a fixed quotation has not and/ cannot be provided, in the event of immediate or emergency works, then the Company's normal charges apply as will have been discussed and agreed with the Customer at the time of arranging a call out. Where investigatory works are required, the normal hourly rate charge is applicable for the first hour or part thereof, during which the Company's personnel will make safe as necessary, endeavour to diagnose the cause of the fault and effect the necessary repair, if practicable. In the event that the Company's personnel is unable to rectify the fault within the hour due to parts required or the extent of works, they will advise the Customer of the situation and probable timescale and cost of the Services, including any Materials. The Customer will then have the option of accepting a continuation of the Services on an hourly charge basis plus any Materials required or the Customer can request a quotation for the necessary works to be carried out at any agreed future date.

8.3 The quoted prices are based upon the scope of the Services and/or Materials referred to in the Company's Order. In the event of any variation in the scope of Services and/or Materials ordered, including delivery dates from that of the Company's offer, the Company reserves the right to vary the prices quoted.

8.4 The Company reserves the right to increase the price of the Materials, by giving notice to the Customer at any time before delivery, to reflect an increase in the cost of the Materials to the Company that is due to any factor beyond the Company's control, any request by the Customer to change the delivery date, quantities or types of Materials ordered; or any delay caused by any instructions of the Customer in respect of the Materials or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Materials.

8.5 In the event the Customer requires additional Materials or additional Services which are not included within the Order, the Company shall provide the Customer with prices for these Materials/Services. Unless the Customer notifies the Company to the contrary, the prices for the additional Materials/Services will be deemed to be accepted and will form part of the price referred to in clause 8.1 and of the Contract.

8.6 The prices specified in the Order do not include the price for removing any dangerous waste materials such as asbestos found when carrying out the Services. If during the execution of the works, asbestos is encountered, the Company reserves the right to withdraw its employees immediately until the site is made safe. The cost of removing asbestos is not included within the price stated in the Order.

8.7 Where an installation Service requires an increase in water pressure to allow effective operation, for example, but not limited to, the installation of a combination boiler or other pressurised system, the Company will test the system following installation, and use its reasonable endeavours to identify any visible pipework and/or plumbing and associated fittings that may be prone to failure as a result of the required increase in pressure. Any such discovery will be detailed and priced separately as a variation to the original cost.

8.8 The Customer agrees that where an appointment is made for the Company's engineer to attend Site for Services including any emergency or immediate work, it shall be the Customer's responsibility to honour the appointment. In the event that the Company's personnel are unable to gain access, the Company's small works call out charge shall apply.

8.9 VAT will be added to all prices at the applicable rate.

### 9. Terms of payment

9.1 Unless otherwise agreed by the Company in writing, payment will be due by the Customer at the following stages:-

#### For the provision of Materials and Services:

- a. 30% of the total value of the Order at the time the Order is placed
- b. 70% of the total value of the Order on satisfactory completion of the Services (plus any additional works carried out by the Company).

#### For the provision of Materials only

The Company shall invoice the Customer when an Order for Materials is made.

#### For the provision of Services only

The Company shall invoice the Customer on completion of the Services.

9.2 The Customer shall pay each invoice submitted by the Company within 14 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by the Company and time for payment shall be the essence of the Contract.

9.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- a. cancel the Contract or suspend any further deliveries and/or Services to the Customer;
- b. appropriate any payment made by the Customer to such of the Materials and/or Services (or the Materials and/or Services supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer);
- c. charge the Customer interest on the amount unpaid on a daily basis at the rate of three per cent 3% per annum above base rate of the Bank of England, from time to time, from the due date until payment in full is made.

9.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding except by mutual consent for incomplete or disputed works

### 10. Cancellation

10.1 No Order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation.

10.2 In the event that the Customer has paid a deposit, such costs will be itemised and deducted from the deposit amount paid, if a lesser amount or equal amount. Additional costs incurred exceeding the deposit amount, will be invoiced for immediate payment.



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### 11. Guarantees

11.1 The Company warrants that the Materials will correspond with their specification at the time of delivery and will be free from defects in material and workmanship under normal use and service, and that it will perform the Services where required with reasonable care and skill.

11.2 The warranty for all Materials supplied will be covered by their manufacturer's warranty, details of which have been provided to the Customer and is subject to the manufacturer's terms. The warranty does not apply to existing parts of the Customer's system.

11.3 The Company provides a 12 month guarantee in respect of faulty workmanship from 12 months of the date of completion of the Services. The Company's guarantee will become null and void if the Service provided by the Company is:

- a. subject to misuse or negligence by the Customer;
- b. subject to accidental or wilful damage, fair wear and tear;
- b. repaired, tampered with or modified by anyone other than Company personnel. The Company accepts no liability for (or guarantee suitability for) materials supplied by the Customer or other third parties, and will not accept liability for any damage or faults as a result.

11.4 The Company is unable to guarantee any Services which have been undertaken on instruction by the Customer against the Company's recommendations.

11.5 Where the Company agrees to install materials supplied by the Customer, the warranty provided by the Company shall be limited to the installation and any ancillary supplied Materials only.

11.6 Following completion of the Services, the Customer is obliged to report any faults or defects to the Company immediately upon discovery. In such an instance the Customer accepts their obligation to allow the relevant Company personnel access to inspect the Services in order to identify the cause and/or rectify the fault as appropriate.

### 12. Limitations on liability

12.1 Where the Company is required to connect new Materials to the Customer's existing plumbing or heating system, the Company shall not accept liability for the cost of repairing or replacing parts to the Customer's existing system which subsequently develops faults.

12.2 The Company accepts no liability for the removal of any carpets, linoleum and special types of flooring e.g tongue and grooved, parquet, hard wood or tiled floors in order to carry out the Services, accept in circumstances where the Company has been negligent.

12.3 The Company will take all reasonable care to carry out the Services. However, it is anticipated that certain areas in the Customer's premises may need redecoration following completion of the Services. The Customer agrees that they shall be responsible for any incidental decoration and the Company accepts no liability in the cost of repairing the same.

12.4 The Customer agrees that where the Company undertakes work that involves the fitting or installation of any Customer supplied materials, that the Company's guarantee will be limited to the installation only of any such item. The Customer will be liable for all costs related to the failure of any self-supplied item. Such costs may be, but are not limited to, the initial response,

any consequential damage, rectification and the provision of replacement items.

12.5 All Company personnel are insured against loss or injury through their negligence.

12.6 The Company shall not be liable under this Contract for any loss or damage caused by the Company or its personnel in circumstances where:

- a. there is no breach or illegal duty of care owed to the Customer by the Company or by any of the Company's personnel
- b. such loss of damage is not a reasonably foreseeable result of any such breach
- c. any increase in loss or damage resulting from a breach by the Customer of any term of this Contract.

12.7 The Company's liability shall be limited to:

- a. the repair of making good any defect subject to clause 11.5
- b. liability for personal injury or death resulting from negligence in the course of carrying out the Company's duties
- c. the reasonable costs of repair or reinstatement of damage or any loss to the Customer's Site, should this result from the negligence of the Company's personnel and the Customer incurs such costs.
- d. the Company will not hold any responsibility for any damage suffered to a part of any Site where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.
- e. the company will not hold responsibility or liability for damage caused whilst investigating and repairing any plumbing, gas or drainage work, including blockages. This includes but not limited to: the removal of bathroom suits, panels or furniture, tiles and tiling, floor coverings internal and external walls where pipework is/has been routed and other damages as a result.
- f. if damage to plaster and brickwork is caused this will be the Customer's responsibility to make good. The Company cannot accept responsibility for any damage to wall paper, paintwork, tiles, carpet furniture etc. Any silicone work does not carry any guarantee.
- g. it is the Customer's responsibility to protect items of furniture, furnishings, fixtures and fitting. The Company will make reasonable effort not to cause damage.

### 13. Termination and/or Suspension of works

13.1 The Company shall be entitled to (i) cancel the Contract or suspend any further deliveries, works or the Services under the Contract without any liability to the Customer, and (ii) request immediate payment, negating any previous agreement or arrangement to the contrary if the Materials and/or Services have been delivered or completed and not paid for, and (iii) retain any security given or monies paid by the Customer and apply the said security or monies against the assessed loss and damages, if any, suffered by the Company, in the event that the Customer is in breach of any of the Conditions within the Contract;

13.2 Termination of the Contract by the Company shall not discharge the Customer from any existing obligation accrued due on or prior to the date of termination.

13.3 The Customer shall be entitled to cancel the Contract at any time subject at all times to making immediate payment to

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the Company for all Materials and/ or Services that have been delivered and completed if not paid for, up to the date of termination, In the event that the Customer cancels the Contract 48 hours prior to the Company being due to undertake the Services, the Customer will be liable for all costs and expenses as set out in the Order.

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### **14. Intellectual Property**

Any registered design or trade mark or trade name or copyright in any drawings or documents prepared by the Company, or in the Materials or Services provided pursuant to the Contract will, at all times, belong to the Company and there shall be no infringement by the Customer.

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### **15. Notice**

Any notice required to be given by either party to the other shall be served by delivery at or sending the same by registered post or recorded delivery or other means in permanent written form to the last known address of the other party and any receipt issued by the postal authority shall be conclusive evidence of the fact and date of posting of such notices.

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### **16. Law**

The Company warrants that all information provided by the Customer and held by the Company shall be treated in accordance with the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679).

The Contract and these Conditions will be construed in accordance with the laws of England and Wales.