

Terms and Conditions

Definitions

For these terms and conditions the following words shall have the following meanings:

The term "Company" shall mean GA Services SW Limited

The term "Customer" shall mean the person or organisation for whom the company agrees to carry out works and/or supply materials

The term "Operative/Engineer" shall mean the person/s completing the installation on-site.

The term "Service" shall mean the annual boiler gas service

Terms of Use

These terms and conditions and all contracts awarded between the Company and the Customer shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

Acceptance of our goods, services or quotation is automatic acceptance of these terms and conditions.

Boiler/Heating Installation Terms

The price quoted is open for acceptance within 14 days if the services commence within 90 days from the date of the quotation. If the customer decides to commence work after this time, the company will let him/her know if there has been a change in the price requiring a revised quotation and the reasons why. Upon accepting a quotation, this will form a legally binding contract between the Company and the Customer. All prices quoted are subject to finalisation upon technical survey.

The Company will provide a written quote when required/requested. The quote will include the cost of installing gas appliances and/or central heating equipment as specified in the Order Description Checklist. If during the installation, the operative/engineer must deviate from the original quotation, the Company retains the right to provide an additional estimate for further works required. If any faulty central heating and/or gas appliance components are discovered during the installation and require replacement, the Customer will be provided with an additional estimate for replacement.

Where the company needs to connect new equipment to the Customers existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing parts to the existing system that subsequently develops faults. This includes zone valves, heating pumps, programmers and thermostats, lockshields and any other peripheral items, unless included within the official quotation.

The Company may charge for visits made to the Customers property by the operative/engineers if the system is faulty or has developed a fault after the installation has been conducted.

The Company will not accept liability where the Customer's central heating system does not function properly because the water supply is inadequate or the water pressure becomes invariable.

The Company shall only be bound by estimates given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.

Access to the property is required in order that the installation may be undertaken. The Company's operatives/engineers are scheduled to arrive at the property between the times of 08:00am and 10:00am, subject to traffic conditions or unless otherwise stated. The Company will not be responsible for the protection or security of the property if the operative/engineer is left alone during the installation.

The time estimate provided for completion of installation is a best estimate of the likely time scale prior to commencement of the services provision. The Company will make every reasonable effort to start and complete the work within the provided estimate, but cannot accept liability for any cost, losses or expense incurred by the Customer because of any delays or rescheduled appointments.

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 operative/engineer shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the operative/engineer or for the late or non-delivery of materials.

The price specified in the quotation does not include the price of removing any additional dangerous waste material such as asbestos that is found when installing the Customer's central heating/gas appliance.

The prices specified in this agreement do not include the price of removing any dangerous waste materials such as asbestos found when carrying out the installation. If during the execution of the works, asbestos is encountered, the Company reserves the right to withdraw its operatives/engineers immediately until the site is made safe. The cost of removing asbestos is not included within the price. However, the Company upon request of the Customer will provide a cost for removing asbestos and will add this fee to the total quote.

A system upgrade can lead to the system operating under higher working pressure. This can lead to small pre-existing holes or loose pipes in the heating system to start leaking or become more noticeable. This shall not be deemed the responsibility of the operative/engineer or of the Company. Should such a failure occur, additional work may be required at an additional cost.

The Company will take all reasonable care to carry out the installation. However, the Customer accepts that the installation, including the removal or dismantling of existing fixtures or fittings may cause damage to the decoration and/or the fixtures and fittings.

This provision does not exclude the Company's responsibility for damage, that is beyond which is reasonably commensurate with the installation. It is anticipated that certain areas in the Customers property may need redecoration following completion of the gas appliance or central heating installation. This will be the responsibility of the Customer and is not included in the price.

In the scenario where an existing flue hole requires filling in and making good, the operative/engineer will use the standard bricks, blocks and mortar provided by the Company. The operative/engineer will carry two differing shades of bricks as standard and will use the most appropriate shade. The Company cannot guarantee an exact colour match for bricks and mortar unless otherwise stated in the contract.

If required, any necessary consents will be in place before work commences on site.

The Customer will obtain all necessary consents at their own expense, including planning consent, neighbours and mortgage providers.

If, after the Company shall have carried out the 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, and its insurers, the opportunity of both inspecting such works and carrying out any necessary remedial works if appropriate.

The Customer accepts that if he fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

The prices specified in this agreement do not cover the cost of an upgraded gas supply to the new appliance from the gas metre, if it has not been specified on the original order. If it is discovered that an upgrade to the gas supply is required by the Operative during the installation, the Company retains the right to provide a further quotation to complete these works.

The customer is responsible for screening and confirming their official quotation from the Company. The official quotation is that with the listed estimate number. No other documentation such as the brochure or email correspondence will be taken into consideration.

Payment

A deposit of up to 30% may be required prior to commencement of services.

There is a 14-day cooling off period starting from the date of signed acceptance of the quotation during which the customer has the right to cancel the order without penalty. After this time the deposit will be retained by the Company for all unrecoverable costs incurred as a direct result of the cancellation.

All balances are due for immediate payment upon commissioning of the gas appliance. Any part of the invoice which remains unpaid shall carry an admin fee of £100.00 including vat and interest at the rate of 8% above the base rate of the amount that remains outstanding.

In the rare event that the Company must organise for an operative/engineer to re attend to complete outstanding snagging issues, the customer may not use this as reason to withhold payment.

If the company is doing work at the customer's rented property on behalf of a landlord, the tenant must be bound by the terms of the contract and if for any reason the landlord refuses to pay, the tenant will be liable to pay and reclaim all cost back from the landlord.

Title in the goods will not pass to the Customer but shall be retained by the Company pending payment in full of the balance. Until the title passes to the Customer, the Company shall have absolute authority to re-take, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in them.

The manufacturer's parts and labour warranty is registered by the Company on full payment of the balances by the Customer. If the Customer does not finalise balances within 48 hours of Completion, they risk voiding the manufacturer's parts and labour warranty of which the Company accepts no liability. If all or any part of the installation remains incomplete after the commissioning of the appliance, only a payment of the full outstanding balance will allow the Company to register the appliance warranty and avoid any risk of the appliance warranty being voided.

The Company will commit to the Customer that all quoted works will be completed in full, However, if all or any part of the installation remains incomplete after the full commissioning of the appliance, the Customer will agree to retain 2% only of the quoted sales price until the date that all works have been completed.

Guarantee and Warranties

The Company guarantees pipework in direct relation to the appliance or any other items that were replaced or installed during the works completed by The Company for 12 months from the commissioning date, unless stated otherwise on the quotation. The warranty does not cover acts of vandalism, third party negligence, acts of God or wilful damage. This also does not include Servicing, maintenance or repair work which is guaranteed for 28 days.

The Company will provide a 28-day guarantee after the commissioning of the new appliance to investigate any and all faults relating to the central heating and hot water. The company will not accept any liability to replace or repair faulty components unrelated to the installation. If the Company is instructed to investigate a fault by the Customer after the 28-day period, a £70.00 including VAT call out fee will be applicable if the Engineer establishes that the Company is not responsible for the Fault. The Company will not accept liability for a System balance, System Re-Pressurisation or System Air Bleeding.

The company cannot guarantee any services, parts and equipment supplied to the customer if:
They suffer misuse, treated negligently or if the company's work is repaired, modified, or tampered with by someone else

The material used is supplied by the Customer

The Company indicates that further works need to be carried out

The warranty for a boiler and or cylinder will be covered by the manufacturers as agreed in the quotation. The warranty only applies to the boiler. It does not apply to any existing parts of the system.

The Company will not be liable for the cost of resolving existing circulation issues.

5 Year Boiler Servicing

The duration of the service agreement will be set out in your initial order form paperwork and will also be confirmed on completion of the installation.

The GA Services Service Agreement -A qualified gas engineer will visit the Customers property annually to check and service the boiler as per the manufacturer's instruction. The operative/engineer will check that the boiler is working safely and in line with the relevant laws and regulations, this will also include a visual inspection of any other gas appliances located within the property. The duration of this service agreement; 5 or 10 years will be set out in the written quotation and will also be verbally confirmed on completion of the installation. If, when the annual service is taking place, a fault is found in a component within the boiler, the operative/engineer will contact the manufacturer. If the fault is deemed to be present in the central heating system itself or other gas appliances the operative/engineer will advise the Customer of the issue and provide a quote for said fault. When the annual service is due the Company shall attempt to send an email reminder, to the email address provided by the Customer (please note that if the Customer's email address changes they will be responsible to advise the Company) If the Company has no response, they will not make another attempt, but the Customers can contact the Company at any time to arrange the annual service. The Company accepts no liability if the annual service isn't carried out within 12 months of the previous annual service and thus no responsibility if the manufacturer's warranty becomes void due to no annual service being carried out.

It is the sole responsibility of the Customer to contact the Company and to organise for the annual service to be completed. The Company will not be liable should the annual service fail to take place. It is recommended that the customer should contact the Company at least 30 days before the anniversary date of the last service to avoid missing the correct anniversary. If the anniversary date of the service is missed and the service is not completed within the correct period, then the remaining annual services on the plan will become void. This is a strict policy as the Company is unable to take responsibility or complete a service on an appliance that has not received its correct and regular servicing. If the service plan was received free of charge as part of a promotion and the service plan becomes void due to a missed annual service, the Company will also not return to complete any further annual services free of charge, and the Customer will not qualify for any type of refund.

No Service agreement is part of a finance package with Hitachi Consumer Finance, the service plan must be paid separately directly to the company on completion of the installation. The Customer's Service Plan is a direct contract with GA Services, Hitachi Consumer Finance holds no association or liability in any circumstance relating to the service plan.

If Full payment is not made upon completion of installation, or not paid within an alternative time frame agreed by the Company then any service plan agreed to will be cancelled. The Company reserves the right to cancel any service plans, inclusive of payments disputes where full payment has not been made, or some of the original cost retained by the Customer.

Cancellation Policy

There is a 14-day cooling off period starting from the date of signed acceptance of the quotation during which the Customer has the right to cancel the order without penalty. After this time the deposit will be retained by the Company for all unrecoverable costs incurred as a direct result of the cancellation.

If the customer cancels the order within the 14 day cooling off period, it will be requested in writing by the Company. The Company will process any refund of a deposit that is due to the customer within a 14 day period of receipt of the formal cancellation.

The charges for any services already completed

Complaints

Occasionally circumstances arise where problems can occur, giving rise to complaints. If you wish to make a complaint to us concerning our performance and failure of our obligations under the terms of this Contract you must email us at info@gaservicesw.com setting out details of the complaint and we aim to respond in 14 days.



Where we cannot resolve any complaints using our own complaints procedure, we use Dispute Resolution Ombudsman Ltd for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to this service, please contact the Dispute Resolution Ombudsman on 0333 241 3209 or info@disputeresolutionombudsman.org.