

# BOILER SERVICE CONTRACT

1. Please read the following carefully as they will tell you everything you need to know about the agreement you will enter into in respect of the Northern Gas Heating Boiler Service in your home. In all clauses, the company refers to Northern Gas Heating Ltd.

2. Whilst every effort will be made to keep to specified dates the Company will not be liable for failure to do so or for any damage, consequential loss or expense incurred resulting from delay howsoever caused.

3. Without prejudice to other rights the Company shall forthwith have the right to terminate this Agreement at any time and to claim for any resulting losses or expenses if the customer;

- 1) is in breach of any obligation under this Agreement and fails to remedy the breach within 21 days of notice; requiring him to do so, or
- 2) Has a receiving order in bankruptcy made against him or otherwise agrees or applies for a scheme of arrangement with creditors.

4. In the event of the Company becoming entitled to terminate this Agreement the Company will be entitled (in addition to the payment of charges otherwise outstanding under the terms of this Agreement) to the payment of damages in respect of any breach by the Customer of the terms of this Agreement and to all expenses and legal fees incurred in enforcing the Company's rights under this Agreement.

5. The Company's authorised contractor will carry out the whole of the work specified in this quotation at the price quoted and during normal working hours, but any variations or additions requested by you and carried out by the authorised contractor will be subject to an additional charge and if the Company's authorised contractor is delayed or prevented from delivering or installing by the agreed date due to delay or default on the part of the Customer the Company may on written notice to the Customer add to the charges at a reasonable sum in respect of any additional costs incurred.

6. You will provide reasonable access to enable services to be completed and a responsible person must be present when the servicing takes place.

7. The price specified in any quotation does not include the price of removing any dangerous waste material such as asbestos found when servicing or installing your gas appliances. If during the execution of the works, asbestos is encountered, the Company reserves the right to withdraw its staff immediately until the site is made safe. The Customer shall be made liable for any additional costs incurred.

8. Outstanding payments should not be withheld for any reason; should a dispute arise regarding work carried by ourselves, for any other matter, please write to Northern Gas Heating Ltd. at 267 Tettenhall Road, Wolverhampton, West Midlands, WV6 0DE. If you pay by cheque, credit or debit card, or direct debit and payment is declined, stopped or returned for any reason; we may charge you for the bank charges and extra administration costs which we may incur.

9. Where payments are not made on the due date the Company may charge daily interest on late payments at a rate equal to 2% per annum above the base lending rate of the Royal Bank of Scotland PLC.

10. The Company shall not have any liability for any failure to perform its obligations under any quotation if it is prevented from doing so by any cause beyond its control including without limitation lock outs, fire, accident or war, a failure or delay attributable to any electricity or gas network; the act or omission of any part for whom the Company is not responsible. No employees shall in any circumstances have any liability whatsoever for any indirect, special or consequential loss or damage or loss of profit or business or anticipated savings.

11. The Company does not exclude liability for loss of or damage to the property directly resulting from the Company's breach of the agreement, but the Company's liability for such loss or damage shall be limited to £150,000 in respect of any one incident or series of incidents whether related or unrelated in any period of 12 months.

12. Nothing in this quotation shall limit the liability of the Company, its subcontractors, or agents for death or personal injury resulting from negligence.

13. To conduct your servicing the Company will use their authorised contractors. All are Gas Safe registered, and chosen carefully to carry out the same high standards of workmanship. For your security, all contractors will carry identity cards.

14. The amount shown overleaf must be paid on acceptance of any quotations and the balance of the price shall be due and payable in full on completion of the servicing except when you have entered into a credit agreement or direct debit mandate.

15. Any gas appliance or parts delivered to the Customer's premises (or to other premises to which the works are delivered at the Customer's request) shall from the time of delivery be at the Customer's risk whether or not installed except as regards loss or damage caused by negligence of the Company.

16. If you enter into this contract, legal title to all items, gas appliance and parts remain the Company's and you will waive the rights of trespass for the Company to reclaim its gas appliances and parts until all monies due to the Company under any quotation or any associated credit sale agreement has been paid by the due date.

17. This quotation cannot be varied except in writing by the Company and the Customer acknowledges that this document explains the entire terms of the Agreement and supersedes all prior oral or written communication(s).

18. This Agreement is personal to the Customer and the Customer shall not at any time assign, pledge, mortgage, transfer, or otherwise dispose in whole or in part of any or all rights under this Agreement except as expressly allowed by the terms of this Agreement. The Company may at any time assign, pledge, mortgage, transfer, or otherwise dispose in whole or in part of its rights under this Agreement and shall have the right to sub-contract or delegate the performance of its obligations arising under this Agreement without prior consent of the Customer.

19. This Agreement is solely for the servicing of your gas appliance(s).

20. Northern Gas Heating Limited are responsible for the servicing of your appliance(s) only. Any problems directly related to the work we have carried out will be rectified as soon as possible by ourselves or appointed agent. **THIS FREE GUARANTEE DOES NOT AFFECT YOUR STATUTORY RIGHTS.**

21. This Agreement is entered into on the understanding that your appliance(s) are in proper working order and have been maintained according to the manufacturer's guidelines. A service will not be carried out on any appliance that is not operating correctly; we can supply a quote for any work that is necessary to bring the appliance to operating standard. Please note, servicing an old appliance will not necessarily improve the output or performance of that appliance.

22. Third party rights. No person, other than the customer named on this contract, will be eligible to benefit from this agreement.

23. Cancellation. You may cancel this contract at any time by sending us written notification; however there will be no refund of premium paid, if the policy exceeds the 14 day cancellation period.