

CORRECT CONTRACT SERVICES LTD

Call out and Repair/ Gas Safety Check and Service Contract

<u>Customer details</u>	Name(s): ("The Customer")
	Reference No:
	Address:
	Telephone number(s):
	Mobile(s)
	Date for supplying Services:
	Time estimate (if applicable):

Please tick relevant option

INITIAL CALL OUT:
£125 plus VAT.

(please also refer to condition 2.1)

GAS SAFETY CHECK & SERVICE:
£60 plus VAT.

(please also refer to condition 2.4)

SERVICES (following diagnosis)

<u>Description of Services required following diagnosis:</u>	
Contracted Work Payment	£.....
Plus Parts	£.....

(DELETE AS APPROPRIATE)

The Customer wishes to use Correct Contract Services Ltd for the Initial Call Out, subject to the terms and conditions printed below. The Customer agrees that Call Out Payment will be made in accordance with these terms.

Signed for, and on behalf of the Customer

Signed:Dated:

Print Name:

[AND/OR]

The Customer wishes to use Correct Contract Services Ltd for the Gas Safety Check and Service, subject to the terms and conditions printed below. The Customer agrees that Gas Safety Check and Service Payment will be made in accordance with these terms.

Signed for, and on behalf of the Customer

Signed Dated

Print Name

[AND/OR]

The Customer wishes to receive the Services supplied by Correct Contract Services Ltd as indicated above, subject to the terms and conditions printed below. The Customer agrees that Contracted Work Payment will be made in accordance with these terms.

Signed for, and on behalf of the Customer

Signed: Dated

Print Name:

CORRECT CONTRACT SERVICES LTD

TERMS AND CONDITIONS

1. Definitions

In this contract, the following words have particular meanings:

- | | | |
|-------------|---|---|
| 1.1 | 'Agreement' | This agreement; |
| 1.2 | 'Call Out Price' | A fixed fee of £125 for the first hour or part thereof; |
| 1.3 | 'Hourly Rate' | A rate of £45 per hour, pro rata, the total of which to be estimated by us following diagnosis and confirmed with you accordingly; |
| 1.4 | 'Call Out Payment' | The sum of £125; |
| 1.5 | 'Contracted Work Payment' | The sum specified on the first page of this Agreement; |
| 1.6 | 'Initial Call Out' | To include call out, diagnosis of the problem and up to a maximum of one hour of labour or part thereof; |
| 1.7 | 'Gas Safety Check and Service' | To include attending a pre-arranged appointment at the premises and the checking and servicing of the appliance(s) as agreed; |
| 1.8 | 'Gas Safety Check and Service Price' | A fixed fee of £60 for the safety check or service; |
| 1.9 | 'Gas Safety Check and Service Payment' | The sum of £60; |
| 1.10 | 'Services' | To include all work to be carried out following diagnosis as specified in the Call out and Repair / Gas Safety Check and Service Contract; |
| 1.11 | 'Call Out and Repair Contract' | As specified above, to be completed by you and us and which indicates the Initial Call Out and/or Services that you wish us to provide subject to the terms and conditions of this Agreement; |
| 1.12 | 'Parties' | you and us, and 'Party' shall mean either one of us; |
| 1.13 | 'We', 'us', 'our' etc | Correct Contract Services Ltd, Unit 21B Hopkinson |

Way, West Portway Industrial Estate, Andover,
Hampshire, SP10 3ZE;
the person(s) described as 'Customer' overleaf.

1.14 'you', 'your' etc

2. Initial Call Out and Supply of Services / Gas Safety Check and Service

- 2.1 The Initial Call Out will include travel to the Property, the diagnosis of the problem with your appliance(s) and up to a maximum of one hour labour, or part thereof, for the Call Out Price. It does not include the provision of any parts which will be charged in addition to the Call Out Price.
- 2.2 Work required at the Initial Call Out will be charged at the Hourly Rate for any time in excess of the first hour.
- 2.3 If the work cannot be completed at the first visit following diagnosis, we will present you with a detailed breakdown of the Services required and provide you with a time estimate for which you will pay the Hourly Rate.
- 2.4 The Gas Safety Check and Service will include checking the safety of your gas appliance(s) and servicing of appliance(s) as agreed between you and us. It does not include the provision of any parts which will be charged in addition to the Gas Safety Check and Service Price.

3. General Conditions

- 3.1 We will supply the Services to you in accordance with this Agreement.
- 3.2 A binding contract between you and us will come into being when you sign this Agreement.
- 3.3 One of our engineers will usually carry out the work. In some cases it may be necessary to use a suitably qualified contractor to carry out the work.

- 3.4 The time estimate specified in the Call Out and Repair Contract / Gas Safety Check and Service Contract is our best estimate and we will make reasonable effort to ensure that the Services are completed within that time.
- 3.5 If, we discover that the earthing in your property is not compliant with the Institute of Electrical Engineers' Wiring regulations, we will advise you what needs to be done to comply with those regulations.
- 3.6 We will not supply the Services if parts or materials are not available.
- 3.7 You agree that any work which is required and is reasonably incidental to the description of Services specified above will form part of the Services.

4. Price, Payment, Interest and Legal Costs

- 4.1 You will pay the Call Out Price for the Initial Call Out and/or the Gas Safety Check and Service Price and / or the Hourly Rate for the Services immediately upon completion of the Services.
- 4.2 All amounts stated are exclusive of VAT.
- 4.3 The Call Out Price, Gas Safety and Service Price and Contracted Work Payment do not include the cost of:
- any parts and materials;
 - redecorating, which may be required following completion of the Services.
- 4.4 If there is a period of more than 30 days from the Call Out Payment, Gas Safety and Service Payment or Contracted Work Payment fell due, we shall be entitled (without prejudice to any other right or remedy) to charge interest on the amount outstanding at the rate set out in The Late Payment of Commercial Debts Regulations (2002) and (2013).
- 4.5 If you fail to pay the Call Out Payment, Gas Safety and Service Payment or Contracted Work Payment when it falls due and we incur administrative and legal

expenses in recovering the payment from you, whether or not court proceedings are issued, you will be liable to reimburse us in full for all such costs incurred.

5. Cancellation

5.1 We may cancel your Agreement in the following circumstances:

5.1.1 if you have given false information; or

5.1.2 if we are not reasonably able to find parts to keep your system or appliance working safely; or

5.1.3 if a situation arises which makes it inappropriate for the Agreement to continue (i.e. health and safety issues).

6. Our requirements

6.1 The Parties shall agree the time for us to perform the Initial Call Out and/or Gas Safety Check and Service and/or Services, subject to our availability.

6.2 We shall carry out the Services as specified above with reasonable care and skill, subject to the terms of this Agreement and the performance of your obligations and reasonable assistance.

7. Your obligations

7.1 You acknowledge and agree that for the Services to be supplied you shall:

7.1.1 co-operate with us as we reasonably require;

7.1.2 provide to us as much information, assistance and documentation as we reasonably require and you agree that such information, assistance and documentation will be provided when reasonably requested;

7.1.3 make available to us facilities and resources as we reasonably require from time to time;

7.1.4 agree that we cannot be held responsible for the failure to provide the Services by reason of your failure to provide assistance, information or documentation;

- 7.1.5 provide us with electricity, should it be required, to carry out the Services;
 - 7.1.6 ensure that we will be able to access your Property. If we cannot gain access to your Property, we will be unable to carry out any work. If this happens, we will discuss with you arranging an alternate date; and
 - 7.1.7 ensure that your Property complies with the Institute of Electrical Engineers' Wiring regulations.
- 7.2 We may charge you for any additional reasonable costs and expenses incurred by us caused by your instructions, failure to provide instructions, or failure to comply with clause 7.1.

8. Liability and indemnity

- 8.1 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by us. Our liability for death or personal injury is also subject to the limitations set out in clause 8.2 below.
- 8.2 We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you (or those who could be reasonably foreseen as being subject to the Services) by our negligence), unless that failure is attributable to:
- 8.2.1 your own fault;
 - 8.2.2 a third party unconnected with the provision of Services under this contract; and
 - 8.2.3 events which we could not have foreseen or forestalled even if we had taken all reasonable care.

9. Pre-Contract Negotiations

We are entering into this Agreement on the basis of the terms set out above. To avoid confusion and to have consistency for all our contracts, we cannot agree any amendment to these terms. If you believe that any of our representatives have promised you anything which conflicts with these terms, that person has no authorisation on behalf of us to agree any amendments to the terms and you should not enter into this Agreement.

10. Business Customer and Director's Personal Guarantee

Where the Customer is a limited company you will ensure that a director signs the contract on behalf of the Company. By signing the contract the director agrees to be personally responsible for making all Payments due to us, if the Company is unable to do so. If the director wishes to be discharged from the personal guarantee then he / she should notify us in writing within 4 days of the date of signing the contract.

11. Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance under this Agreement which result from circumstances beyond the control of that Party.

12. Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.