



SERVICE TERMS & CONDITIONS

1. Introduction

These are DL Gas Services Ltd terms and conditions including our electrical division. They tell you:

- The rules for using our services
- What you can expect from DL Gas Services Ltd
- Your rights and responsibilities

2. When These Terms Apply

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms. You are also agreeing to our: Terms of use, Privacy and Cookie policies.

The latest version always applies, and we will usually only make updates when we offer a new service, change how we provide a service, or have to comply with a new legal requirement.

3. What Do We Mean by “Services”?

Anything offered by DL Gas Services Ltd, across all the trades we cover (Plumbing, Heating, Bathrooms, Electrics, Appliances, Emergencies and Commercial): Enquiries, Estimates, Project Work, Installations, Repairs, Servicing, and Guarantees

4. Terminology

For the purpose of these terms and conditions, the following words have the following meanings:

- Us/We/Our” refers to DL Gas Services Ltd.
- “You” refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials).
- “Tradesperson/tradespeople” refers to the representative(s) appointed by DL Gas Services Ltd to carry out work.

We reserve the right to refuse or decline to undertake any work. We reserve the right, at our absolute discretion, to designate the tradesperson/tradespeople who will represent us.

5. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

- The first 1-60 minutes will be charged at our initial visit rate, travel time may be included in this if we are not already in the area.
- Labour (the amount of time spent by the trades person carrying out work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Time charged for work completed will be rounded up to the next hour, so for example 1 hour 30 mins would be charged as 2 hours.

6. Fixed Price Work

The total charge to you will be given as a firm cost (manifest errors exempted), inclusive of labour and materials, and will be within 10% over the equivalent total hourly rate cost. Where a written estimate/quote has been supplied to you, the total charge outlined in the estimate/quote should not exceed the actual time taken by more than 20%, but may be revised in the following circumstances:

- If, after submission of the estimate/quote, you instruct us (in writing or verbally) to carry out additional work not referred to in the estimate/quote.
- If, after submission of the estimate/quote, there is an increase in the price of materials.
- If, after submission of the estimate/quote, it is discovered that further work needs to be carried out which were not anticipated when the estimate/quote was prepared.
- If, after submission of the estimate/quote, it is discovered that there was a manifest error when the estimate/quote was prepared.
- Requirement of a detailed Insurance Report (in addition to the estimate/quote and invoice) will incur a nominal charge of £25.00.

We will not be under any obligation to provide an estimate/quote to you and will only be bound by estimates/quotes given in writing to you and signed by an authorised representative. We will not be bound by any estimates/quotes given orally or in which manifest errors occur.

Unless otherwise stated our prices do not allow for the reinstatement of any shelving, boxing, work tops, skirting board, floorboards etc. that may have to be removed to enable us to carry out our works. Any such works carried out at the customer's request would be chargeable.

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 installation, except in circumstances where the company has been negligent.

The company will take all reasonable care to carry out the installation. However, you accept that the installation including removing or destroying existing fixtures or fittings may cause damage to your decorations and fittings in your home. This provision does not exclude the company's responsibility for damage, which is beyond which is reasonably commensurate with the installation. It is anticipated that certain areas in your home may need redecoration following completion of the central heating installation. This will be your responsibility and is not included in the price.

7. Repair quotations

Repair quotations are available on request, If we return to carry out a repair and you allow us to do this without requesting a quote it will be taken that you do not require a quote. We do not provide itemised quotations.

8. Offers & Incentives

On an ongoing basis, at our discretion, we promote a selection of offers and incentives, these will be clearly defined including any specific terms & conditions. Offers and incentives may only be used in conjunction with each other at our discretion.

9. Material Collection

Collection of non-stock items is chargeable, however:

- Time taken will be kept to a minimum and within reason and should not exceed 45 minutes.
- In the unforeseen circumstances that the collection time is likely to exceed 45 minutes, you will receive prior notification of the reason.

10. Invoices & Payment

Upon your agreement for us to carry out estimated/quoted or Pre booked work, a deposit payment of 50% of the total is payable immediately as requested by the quote with details for payment. We reserve the right to request full payment in advance at our discretion.

Upon completion of work you will be invoiced, for which payment is due on receipt. DL Gas Services reserves the right to accrue a late fee charge of £20.00 plus vat and interest on any part of an invoice which remains unpaid at a rate of 4% over the base rate until payment is received by us in full. You accept sole liability to make payment in full. We do not provide itemised invoices.

11. Non Payment

If invoices for works completed are not paid for by the due date shown on the invoice the debt may be passed to a Debt Collection Agency a charge of 20% of the outstanding amount will be added to the amount owed. Any additional fees and interest related to the collection of the outstanding monies will also be added to the amount due which the customer will be liable to pay for.

12. Timekeeping.

Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the trades person attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the trades person, or for the late or non-delivery of materials. We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control, and we will be entitled to a reasonable extension of the time for performing such obligations.

13. Cancellation

If you need to cancel (or rearrange) your booking, you must notify us (preferably by telephone in working hours) by the end of the working day before the scheduled booking. Cancellations made further in advance should also be made by telephone, and you should request written confirmation from us, so that you are not liable to be charged. If you cancel your instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for the cost of any time

and materials incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

14. Satisfaction

DL Gas Services are committed to providing professional, top quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice within 7 days. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

15. Guarantee

For your peace of mind, we provide a 12-month guarantee on labour carried out by a DL Gas Services tradesperson, in respect of faulty workmanship only. This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties.

The guarantee will become null & void if the work/appliance completed/supplied by us is:

- Subject to misuse or negligence.
- Repaired, modified or tampered with by anyone other than a DL Gas Services tradesperson. We accept no liability for, or guarantee suitability; materials supplied by you & will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of:

- Blockages in waste or drainage systems.
- Any work undertaken on instruction from you and against the written or verbal advice of the tradesperson.
- Contaminate Fuel.

Work is only guaranteed in respect of work directly undertaken by us and full payment having been made. Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

Where we agree to carry out work on installations of inferior quality (or over ten years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

16. Liability

We will only be liable for rectifying our own guaranteed work, and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will not be held liable or responsible for any damage or defect resulting from work not fully guaranteed, or where you have been notified by the trades person either verbally or indicated in ticked boxes or in our comments/recommendations.

We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions. If you request that we pump fuel from an old tank into a new tank we will not be held liable for any issues arising from contaminated fuel.

We will be entitled to fully recover the cost's or damages from any trades person whose negligence or faulty workmanship make us liable to pay for those damages or rectification of work.

You will be solely liable for any hazardous situation in respect of the Gas safe Regulations. OFTEC Regulations or Napit Electrical Regulations or any Warning Notice issued by DL Gas Services trades person.

17. Title of Goods

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property, we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

18. General

These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative and you. Our terms and conditions will prevail over any terms and conditions used by you or contained with us you agree irrevocably to waive the application of any of these terms and conditions. These terms and conditions, and all contracts awarded between us and you, shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

DL Gas Services Ltd is a company incorporated in England and Wales with registered number: 10118041

Our registered office and main trading address is : DL Gas Services Ltd, Head Office Unit C, St Austell Bay Business Park, Par Moor Road, St Austell Cornwall PL25 3RF.