
FORD GAS SERVICES TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of services by Ford Gas Services (“the Contractor”) to customers who require services to be provided at their property/s

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| “Agreed Times” | means the times which You and We agree for the Plumber to have access to the Property to complete the Job as specified in the Agreement; |
| “Agreement” | means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions. Our standard form of Agreement is attached as Schedule 1; |
| “Business” | means any business, trade, craft or profession carried on by You or any other person/organisation; |
| “Consumer” | means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Services for their personal use and for purposes wholly or mainly outside the purposes of any Business; |
| “Deposit” | means the deposit You will be required to pay in accordance with Clause 5; |
| “Final Fee” | means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions. |
| “Job” | means the complete performance of the Services; |
| “Model Cancellation Form” | means the model cancellation form attached as Schedule 2; |
| “Order” | means Your initial request for Us to provide the Services as set out in Clause 4; |
| “Services” | means the services We will provide as specified in the Agreement; |

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| “Products” | means the products required for the provision of the Plumbing Services which We will supply (if any) as specified in the Agreement; |
| “Property/s” | means Your property/s, as detailed in the Order and the Agreement, at which the Job is to take place; |
| “Quotation” | means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge; |
| “Quoted Fee” | means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions; |
| “Start Date” | means the date You and We agree on for Us to start providing the Services as specified in the Agreement; |
| “Visit” | means any occasion, scheduled or otherwise, on which the we visits the Property to provide the Services; |
| “We/Us/Our” | means the Trader and includes all employees, agents and sub-contractors of the Trader; |
| “You/Your” | means a Consumer who is a customer of the Trader. |

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a Ford Gas Services a private limited company
- 2.2 We trade under the name Ford Gas Services
- 2.3 We are registered in United Kingdom under company number 09330441
- 2.4 Our VAT number is 245416905
- 2.5 We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors We use are also registered in this

way.

2.6 We are regulated by Gas Safe

2.7 We are a member of Safe Contractor, Gas Safe, NIC EIC,

3. Communication and Contact Details

3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 07811347347 or by email at info@fordgas.co.uk

4. Orders

4.1 We accept orders for Services through Email, telephone and letters

4.2 When placing an Order You should set out, in detail, the Services required. Details required include the location and size of the Property/s, the number and type of rooms in which work is required and the type(s) of work required (e.g. piping, installation of appliances etc.). We will provide You with an order form containing prompts for all required information. All such details are set out in the Agreement.

4.3 Once the Order is complete and submitted We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required Deposit and fee (see Clauses 5 and 6).

4.4 You may make changes to the Order and Quotation before accepting it. You may accept the Quotation by telephone, email or first class post.

5. Deposit

5.1 At the time of accepting the Quotation or not more than 30 days thereafter You must pay Us a Deposit, if requested. We will not confirm an Order until the Deposit is paid in full.

5.2 The Deposit is non-refundable except as set out in Clauses 12, 13 and 14.]

6. Fees and Payment

6.1 The Quoted Fee will include the price payable for the Services and for the estimated Products required.

6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however if additional Products are required We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum.

6.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee.

6.4 The Quoted Fee and the Final Fee are inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.

6.5 We will invoice You when the Job has been completed.

6.6 You must pay any invoice within 30 days of receiving it, unless a different time frame is agreed.

6.7 We accept the following methods of payment:

- 6.7.1 Bank Transfer
- 6.7.2 Cheque
- 6.7.3 Cash
- 6.7.4 Pay Pal
- 6.8 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 4% above the base rate from the bank of England from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

7. Services

- 7.1 We will provide the Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.2 We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 7.3 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.4 We will ensure that We comply with all relevant codes of practice.
- 7.5 We will properly dispose of all waste that results from Our provision of the Services. Ford Gas Services carry a waste carriers license issued by Environment agency.
- 7.6 Where a Job is to last for more than one working day, the contractor will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

8. Guarantee

- 8.1 We guarantee that the product of the Services provided will be free from material defects for a period of 12 months following completion of the Job.
- 8.2 If any defect in the product of the Services appears during the guarantee period set out in sub-Clause 8.1 We will rectify the defects free of charge.
- 8.3 When a powerflush is carried out, You accepts and agrees that there is a remote chance that the original pipework and/or fittings may suffer leaks as a result of the cleansing process. The Contractor will repair any such leaks at an extra charge if and when they occur.
- 8.4 When the Contractor carries out work to change a system from low pressure to high pressure, You accepts that there is a remote chance that the original pipe work may suffer leaks as a result of the change in pressure. Also, there

may be an effect on other water components which may need to be upgraded to cope with the pressure changes. The Contractor will repair any such leaks and/or install new components at an extra charge to be agreed if and when necessary.

- 8.5 Extended guarantees will be offered on certain services and upheld providing the conditions are followed in the agreement i.e. boiler servicing, filters cleaned etc.
- 8.6 Guarantee Exclusions:
 - Systems or structures which were not initially installed or fitted by a qualified workman or fitted in an unprofessional manner or any recalls arising from circumstances or factors known to You but not notified or disclosed to the Contractor prior to works being undertaken.

9. Your Obligations

- 9.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before we begin to provide the Services.
- 9.2 You will ensure that the Contractor can access the Property at the Agreed Times to provide the Services.
- 9.3 You may either give the contractor a set of keys to the Property or be present at the Agreed Times to give the Contractor access. We promise that all keys will be kept safely and securely by the Contractor.
- 9.4 You must ensure that the Contractor has access to electrical outlets and a supply of cold running water.
- 9.5 You must give Us at least 24 hours notice if You do not require the Contractor to provide the Services on a particular day or at a particular time. We will not invoice for cancelled Visits provided such notice is given. If less than 24 hours notice is given We will invoice You at the normal rate.

10. Complaints and Feedback

- 10.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 10.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from www.fordgas.co.uk.
- 10.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
 - 10.3.1 In writing, addressed to Ford Gas Services, 114 Murray Road, Ealing, London, W5 4DA.
 - 10.3.2 By email, addressed to Ford Gas Services, info@fordgas.co.uk

11. Changing the Start Date

- 11.1 If You ask Us to change the Start Date:

- 11.1.1 We will where reasonably possible agree a revised Start Date with You;
- 11.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 14).
- 11.2 If We ask You to change the Start Date, You may either:
 - 11.2.1 agree a revised Start Date with Us; or
 - 11.2.2 terminate the Agreement (see Clause 14).

12. Cancellation of Contract During the Cooling Off Period

- 12.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date.
- 12.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post, or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 12.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 12.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.
- 12.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 12.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 12.7 If the Start Date falls within the cooling off period You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:
 - 12.7.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
 - 12.7.2 If You cancel the Agreement after provision of the Services has begun You will be required to pay for the Services supplied up until the point at which You inform Us of Your wish to cancel;
 - 12.7.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis;
 - 12.7.4 We will process any refund within 7 days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 12.8 Clauses 13 and 14 apply to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

13. Cancellation Before the Start Date

- 13.1 In addition to Your rights in Clause 12 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date as follows:
- 13.1.1 If You cancel the Job more than 28 days before the Start Date We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
- 13.1.2 If You cancel the Job less than 28 days before the Start Date We will retain from the Deposit a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit, We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 13.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 14.2.1 We will inform You as soon as is reasonably possible;
- 14.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 14.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Plumbing Services as necessary;
- 14.2.4 You or We may terminate the Agreement (see Clause 14).

15. Liability

- 15.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and

Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

- 15.2 We will maintain suitable and valid insurance including public liability insurance.
- 15.3 If We cause any damage to the Property, We will make good that damage at no additional cost to You providing clear safe work space is provided and we have not informed You of potential damage from Services. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Services.
- 15.4 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Contractor.
- 15.5 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 15.6 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

16. How We Use Your Personal Data (Data Protection)

- 16.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.
- 16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from www.fordgas.co.uk.

17. Other Important Terms

- 17.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 17.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 17.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 17.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 17.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

17.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

18. Law and Jurisdiction

20.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

20.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 20.1 above takes away or reduces your rights as a consumer to rely on those provisions.

20.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England or Wales as determined by your residency.

