



Service Terms & Conditions

These are RB Gas Services Ltd's Terms and Conditions outlining:

- The terms of our service.
- What you can expect from us.
- Your rights and responsibilities.

Please read our Terms and Conditions carefully. By using our services and/ or accepting a quotation you are agreeing to these Terms and Conditions.

1. Definitions

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

"Us/We/Our/Supplier" refers to RB Gas Services Ltd.

"You/Client" refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply materials).

"Tradesperson/tradespeople/Engineer" refers to the representative(s) appointed by RB 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/engineer who will represent us.

This agreement is made between 'Us' RB Gas Services Ltd t/a RBG Services AND 'You' Person(s) for whom services are provided.

2. Services

By 'service', we mean any service offered to clients, across all the trades we cover (Plumbing, Heating, Gas, HIU) encompassing :

- Enquiries
- Quotations
- Installation
- Repairs
- Emergency Call Outs
- Servicing
- Maintenance
- Powerflushing

- Guarantees

3. Charges Charging Policy

All services provided incur a minimum one hour charge. Where multiple services are provided during the same visit, the client will incur a separate minimum charge for each separate service. Charges will be itemised separately on invoices. You will be charged where an engineer attends a job but is prevented access or no parking is available.

3.1 Hourly Rate Work

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

- Labour (the amount of time spent by the tradesperson carrying out work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- Materials supplied by us (not exceeding the trade purchase price of materials +20% handling fee).
- Parking and Congestion Charge will be passed on to the Client, where applicable.

All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.

3.2 Fixed Price Cost

The total charge to you will be given as a fixed cost (manifest errors exempted), inclusive of labour and materials, and will be within 10% over the equivalent total hourly rate cost.

Parking and Congestion Charge will be passed on to the Client, where applicable, as an additional charge.

All costs and charges are subject to VAT at the prevailing rate.

4. Quotations

The Supplier shall provide to the Client a proposal for the services to be provided ("the Quotation") which shall set out:

- a) The services which the Supplier will undertake for the Client.
- b) The date or time period within which the service will be performed.
- c) The costs which the Client shall be charged for the performance of the services including:
 - i. Any fees which the Supplier shall charge.
 - ii. Any disbursements or expenses which the Supplier will require the Client to meet (including but not limited to the costs of materials).
 - iii. Any VAT or tax element which will be payable by the Client.

4.1 The Quotation shall be attached to these terms and conditions as a schedule and where a contract is entered into between the Supplier and the Client, the Client will be deemed to have accepted the content of the Quotation in full.

4.2 Where a written quotation has been supplied to you, the total charge outlined in the quotation should not exceed the actual time taken by more than 20%, but may be revised in the following circumstances:

- If, after submission of the quotation, you instruct us (in writing or verbally) to carry out additional work not referred to in the quotation.
- If, after submission of the quotation, there is an increase in the price of materials.
- If, after submission of the quotation, it is discovered that further work needs to be carried out which were not anticipated when the quotation was prepared.
- If, after submission of the quotation, it is discovered that there was a manifest error when the quotation was prepared.

We will not be under any obligation to provide a quotation to you and will only be bound by quotations given in writing to you and signed by an authorised representative. We will not be bound by any quotations given orally or in which manifest errors occur.

5. Offers & Incentives

We may periodically, and at our discretion, promote a selection of offers and incentives. Offers and incentives should be clearly defined including any specific terms & conditions. Offers and incentives may only be used in conjunction with each other at our discretion.

6. Material and Parts Collection

Collection of non-stock items is chargeable, however:

- Time taken will be kept to a minimum and within reason.
- If the collection time is likely to exceed 45 minutes you should be additionally informed of the circumstances.
- Only one tradesperson is permitted to leave the job to collect required materials/parts.

7. Invoices & Payment

Upon your agreement for us to carry out fixed price work or large projects, a deposit payment of 30-50% of the total is payable immediately.

7.1 Upon completion of work you will be invoiced, for which payment is due on receipt (and no later than 7 days after invoice is issued).

7.2 You accept sole liability to make payment in full, unless you disclose when initially instructing us, to carry out work and/or supply materials that you are acting on behalf of a third party.

7.3 The Client agrees:

- Not to withhold any sums due to RBG Services on satisfactory completion of work.
- To settle all invoices raised by RBG Services upon completion of work.
- To pay RBG Services accrued interest on any part of an invoice which remains unpaid at a rate of 3% per annum above the Bank of England base rate until payment is received by us in full.
- To pay RBG Services such costs and expenses as we may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.

8. Timekeeping

We will always endeavour to attend appointments at the scheduled date/ time. We can accept no liability in respect of the non-attendance or late-attendance on site of the tradesperson, 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.

9. Cancellation Procedure:

- If you need to cancel (or rearrange) your booking, you must notify us (preferably by telephone) 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 (via email), 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.
- If cancellation arises through no access, incorrect part(s) or materials supplied by you or parking restrictions, you will be charged our minimum rate for attendance.

10. Satisfaction

We strive to provide our clients with a professional and quality service and workmanship. If however

you are not satisfied with our work, you must notify us in writing within 3 months. You must allow us, 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.

11. Guarantee

RBG Services provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the services provided under this contract shall be free from defective workmanship for a period of 12 months from the completion of the services, notwithstanding that this guarantee shall not apply to:

- a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client.
- b) Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship) and which arises after risk in the property has passed to the Client.
- c) Work that is repaired, modified or tampered with by anyone other than an RBG Services engineer. We will accept no liability for, or guarantee suitability of, materials supplied by you and will accept no liability for any consequential damage or fault.

11.1 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.

11.2 RBG Services shall, at our discretion, determine the manner in which we will satisfy this guarantee, whether by repairing, re-performing, or replacing the services, or by refunding to the Client all or part of the monies which have been paid.

11.3 Where the Client considers that the services are defective upon delivery or performance then he shall notify RBG Services of this within 14 days, failing which he shall not be entitled to claim the benefit of this guarantee.

11.4 This guarantee shall not become effective until the Client has paid RBG Services in full, failing which the Client shall not be entitled to claim the benefit of this guarantee. This does not affect your rights under the Consumer Rights Act 2015.

11.5 Exclusions: 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.

12. 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 recommended work has not been carried out. Work will not carry a guarantee where you have been notified by the tradesperson either verbally or indicated in ticked boxes or in our comments/recommendations. This does not affect your rights under the Consumer Rights Act 2015.

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.

We will be entitled to fully recover the costs or damages from any tradesperson whose negligence or

faulty workmanship makes us liable to pay for those damages or rectification of work.

You will be solely liable for any pre-existing hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued by a RBG Services engineer.

13. General

This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

13.1 This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

13.2 All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

13.3 All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

13.4 Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (Rights of Third Parties) Act.

13.5 The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.

14. Complaints

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things right as soon as we can, please read our complaints procedure and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible.

Alternative Dispute Resolution (ADR)

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact us on 0117 456 6031 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

RB Gas Services Ltd is a company incorporated in England and Wales with registered number: 09082035

Our registered office address is: First Floor, Telecom House 125-135 Preston Road, Brighton BN1 6AF.

Our registered VAT number is: 192766272.

