



Terms and Conditions of Business

Welcome to James Frew terms and conditions. We hope that You are enjoying Your visit to our Website and find the content and services useful. Please note that by using this Website, You agree to be bound by the terms and conditions set out below. If You do not agree to be bound by these terms and conditions, then please do not use, or access this Website. You must read and accept all of the terms and conditions of business contained herein together with our Privacy Policy before You may use or access the Website in any way, www.jamesfrew.co.uk.

1. INTRODUCTION

1.1 James Frew provides subscription-based central heating support services (Home Plans by GasSure) to Customers only which are available through the James Frew Website or (known as "the Service" or "Work"). "James Frew Ltd" (including Home Plans by GasSure) referred to as "**James Frew, We or Us**". Company registered number is SC036286, with the offices registered at 83 New Street, Stevenston, KA20 3HD.

1.2 By using this Website and/or purchasing the Services, You agree to be bound by the terms and conditions set out below. If You do not agree to be bound by these terms and conditions hereunder; please do not use or access this Website. You must read and accept all of the terms and conditions contained herein before You may use or access the Website in any way.

1.3 These terms and conditions constitute the entire terms and conditions upon which James Frew provides the Service and upon which the User agrees to contract for the use of the Service except where specifically varied by written agreement by James Frew on the Order Confirmation. They supersede any written or oral representations, statements, understandings, or agreements.

1.4 By ticking the boxes on the Website You will be accepting these terms and conditions in their entirety and placing an Order for Services, in essence entering into a contract with James Frew.

1.5 By placing the order over the telephone, You will be accepting these terms and conditions in their entirety and entering into a contract with James Frew.

1.6 From time to time, it will be necessary to update the terms and conditions and You agree to be bound by the new terms and conditions after the implementation date for the revised terms and conditions.

1.7 Any installation work, Landlord-based Work or On Demand Service will require by the Customer to sign an additional set of terms and conditions.

Definitions

In this Agreement: -

“Adhoc Support” or “Adhoc Support Services” means James Frew provides adhoc services in the absence of a Support Agreement will be based on a “as and when available” basis and is subject to quotation.

“Agreement” means these terms and conditions together with the Customer’s Order as confirmed in the James Frew Order Confirmation.

“ASHP” means air source heat pumps.

“Application Form” means the pre-printed application form designed to contract with James Frew via the Postal service.

“Customer” means the person who wishes to purchase Services through the James Frew Website.

“Customer Information” means the information required by James Frew to allow us to deliver Services, including details of any information as outlined in this Agreement (including any information captured on the Contact Form).

“Contact Form” means the contact form on our Website designed to capture further information provided by the Customer.

“Contract Price” means the price for the Service, as outlined on the Website.

“Data Protection Laws” means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (from 25 May 2018) the UKGDPR, and any other laws in force from time to time which implement the GDPR, and all applicable formal and informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of any Regulatory Authority, and the equivalent in any other relevant jurisdictions, all as amended or replaced from time to time.

“ECO4” means the Energy Company Obligation (ECO) grant scheme provided by the Scottish Government. These grants are subject to qualification via the Scottish Government application process.

“Gas Safety Certificate” means the report which outlines the gas appliances tested as part of an annual gas safety check. Also known as a CP12.”

“Information” means any and all material contained in this Website.

“Intellectual Property” means any patent, invention, copyright, database right, registered or unregistered design, template, document, worksheets or trademark or content displayed on the Website (whether registered or unregistered), trade name, logo, trade secrets, know-how or other industrial or intellectual property right subsisting anywhere in the world, and applications for any of the foregoing, together with the goodwill thereon.

“Landlord(s)” means the person who rents property to residential tenants, which means by law, you are required to have each gas appliance owned by you, checked annually by a registered engineer.

We will contract with Landlords subject to the omission of all consumer rights (including access to refunds and cooling off periods), all Landlords are subject to our Business terms and conditions.

“Oil” means Oil-based central heating system.

“On Demand Services” means the Service offered by James Frew that is subject to payment in advance of the Service commencing, the service will be based on a “as and when available” basis and is subject to quotation.

“Order(s)” means the Customer’s order for the Services.

“Order Confirmation” means the email acceptance sent by James Frew following receipt of the Customer’s Order.

“Postal Service” means the alternative way of contracting with James Frew for Customers without internet access via the post and using the Application Form.

“Subscription Plan” or **“Support Agreement”** means the subscription service which is 12-month minimum contract duration based upon the Customer choosing the appropriate subscription package outlined on our Website.

“the Package” or **“Plan”** means the package of services or Subscription Plan available on the Website and chosen by the Customer.

“the User” and **“You”** or **Your** means anyone who uses this Website.

“the Website” means the Website operating under the domain name of <https://www.jamesfrew.co.uk>

“Working Hours” means 8.00am to 5.00pm, Monday to Friday, excluding Saturdays, Sundays and public holidays or statutory holidays.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 You can contact us by:

2.1.1 telephoning our customer service team at 01294 468113;

2.1.2 email us at gassure@jamesfrew.com and or write to, 83 New Street, Stevenston, KA20 3HD; or

2.1.3 completing the contact form on our Website (www.jamesfrew.co.uk).

2.2 If We have to contact You, We will do so by telephone or contact You at the email address or postal address (at our election), You provided to us in Your application.

2.3 When We use the words "writing" or "written" in these terms, this includes emails.

3. BASIS OF USE OF THE WEBSITE

3.1 You agree to the following;

3.1.1 that You are aged 18 or over and are legally capable of entering into binding contracts.

3.1.2 that You understand, acknowledge, and accept the exclusion of liability and disclaimer provisions contained hereafter.

3.1.3 that You will only view the Information on the Website for Your own private purpose and will not publish, reproduce, store, or retransmit any of the Information contained on the Website at any time.

3.1.4 that You shall not use the Information for any unlawful purpose or in any unlawful manner.

3.1.5 that You shall not transmit through the Website any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.

3.1.6 You shall not transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable law or regulation.

3.1.7 that You shall not use the Website or the Information in any manner which may constitute an infringement of any third-party rights (including but not limited to rights of copyright, trademark, or confidentiality);

3.1.8 that You shall not run any tools on the Website that systematically retrieve Web pages for offline or online viewing; whether it be for personal, commercial, experimental, educational or any other use;

3.1.9 that all Intellectual Property rights (including without limitation copyright, trademarks, and all other rights) whatsoever in the Information and the Website shall remain vested in James Frew at all times;

3.1.10 that You will indemnify and keep indemnified James Frew against all claims, liabilities, damages, costs, and expenses including legal fees arising out of any misuse of the Information or the Website or breach of Your obligations under his agreement.

3.2 The Customer must be aware that their use of James Frew Service shall be accompanied by the use of advertising on the Site. The advertising facility is an inherent part of the Service offering.

3.3 James Frew content sharing by the Customer via Twitter, LinkedIn, and Facebook (or any other social media platform) post transaction is permitted subject to the social media platform's own terms and conditions.

4. OUR CONTRACT WITH YOU

4.1 No Agreement in respect of any Services shall exist between us and the Customer until Your Order has been accepted by Us by means of an Order Confirmation (whether or not funds have been deducted from Your account). If We do not accept Your Order and funds have already been deducted, these will be fully refunded.

4.2 Orders may be submitted electronically via the Website. To do so, the Customer will be required to follow the online Order process. When doing so, the Customer will be required to complete certain required fields on a form. This may include the provision of security information such as Your identification details and password(s). The Customer agrees to be responsible for ensuring that such security information is kept secure and confidential at all times. The Customer must inform us immediately if the Customer become aware of or suspect any unauthorised use of these security details or if they become available to an unauthorised party.

4.3 By contracting for Services, the Customer hereby warrant that all information submitted by the Customer is true, current, and complete. James Frew reserves the right to verify the eligibility of all Customers.

4.4 Without prejudice to its rights in terms of Clause 12 hereof, James Frew is entitled to suspend or terminate the Customer's use of the Service if the Customer fails to comply with any of its obligations under Clauses 4, 5, 6 and (PAYMENT) herein.

4.5 The Customer is responsible for providing a satisfactory level of cooperation and for providing all necessary Customer Information to enable James Frew to produce and deliver a quality service, including

4.5.1 providing the necessary and accurate Customer Information to place an Order including name, address, email address, and mobile telephones.

4.5.2 choosing the Package suitable to their needs.

4.5.3 on arrival at the Customers premises, reading and, agreeing to additional James Frew terms and conditions and/or disclaimer and other information and instructions necessary for James Frew to deliver Services.

4.5.4 adhering and following the guidelines and subject to any additional terms as supplied by James Frew. James Frew being the sole arbiter of the issue.

4.6 The Customer acknowledges that James Frew reserves the right to refuse Services based upon any lack of Customer Information.

Telephone and Postal Support Process

4.7 In the event the Customer has no access to internet services, James Frew will take the Order over the telephone and issue the terms and conditions via email or the Postal Service. A Customer may be supported over the telephone by calling 01294 468113. (between the hours Monday – Friday 8.00am to 5.00pm).

4.8 Where an Order is placed orally or in the event of any dispute as to the Order, the Order Confirmation shall be deemed as the authoritative Order. All calls will be recorded, including the recording of permission, giving by you to proceed with any Order placed with us.

4.9 James Frew shall also request a signature at the time of our first visit to your property. We will also supply a copy of the Agreement via email or post at the election of James Frew. Failure to secure a signature shall result in the Service being classed as an “On Demand Service” and will be billed at On Demand Services rates.

4.10 With regards to “On Demand Services”, due to the nature of the Service, in every case, the Customer is required to pay prior to the Service commencing.

4.11 In relation to subscription services, If, prior to the start of the subscription, We have to adjust Your price for any reason, We will write to advise You of the revised price. If You are happy with the revised price, please let us know as soon as possible. When We have received Your confirmation, We will write to tell You that Your application has been accepted and the contract will commence from our written confirmation.

4.12 All quotes issued by email or through the website will be valid for 30 days.

4.13 Unfortunately, We do not accept applications from addresses outside our allowable postcode areas:

DG1, DG2, DG3, DG4, DG5, DG6, DG7, DG8, DG9, DG10, DG11, DG12, DG15, and DG16

EH1, EH2, EH3, EH4, EH5, EH6, EH7, EH8, EH9, EH10, EH11, EH12, EH13, EH14, EH47, EH48, EH51, EH52, EH53, EH54, and EH55

FK1, FK2, FK3, FK4, FK5, FK6, FK7, FK8, FK9, and FK10

G1, G2, G3, G4, G5, G11, G12, G13, G14, G15, G20, G21, G22, G31, G32, G33, G34, G40, G41, G42, G43, G44, G45, G46, G51, G52, G53, G60, G61, G62, G64, G65, G66, G67, G68, G69, G71, G72, G73, G74, G75, G76, G77, G78, G81, G82, G83, and G84

KA1, KA2, KA3, KA4, KA5, KA6, KA7, KA8, KA9, KA10, KA11, KA12, KA13, KA14, KA15, KA16, KA17, KA18, KA19, KA20, KA21, KA22, KA23, KA24, KA25, KA26, KA29, and KA30

PA1, PA2, PA3, PA4, PA5, PA6, PA7, PA8, PA9, PA10, PA11, PA12, PA13, PA14, PA15, PA16, PA17, PA18, and PA19

ML1, ML2, ML3, ML4, ML5, ML6, ML7, ML8, ML9, and ML10

5. OUR SUBSCRIPTION PLANS (Home Plans by GasSure)

We have three subscription plans which are described below. Please note the limitations and conditions in clause 6.

GasSure Bronze

5.1 Our Bronze level subscription covers the annual inspection and service of Your central heating system (as defined in clause 6.7). All repairs to Your central heating system (where We consider repairs to be economically viable) will attract a fixed fee repair which will cover all spare parts, material, and labour in repairing Your central heating system if it breaks down or if emergency repairs are required. All charges are per our published price list which is available on our Website or on request. The fixed fee includes all parts and labour which is covered for the first 90 days, as part of the 90-day guarantee, from the time you sign the contract and the initial work is completed.

5.2 Annual inspection, service and repair of Your gas fire may be added to the Bronze level for an additional charge on the basis of a fixed price quoted separately.

5.3 Electrical installation cover (as defined in clause 6.16) may be added to the Bronze level for an additional charge on the basis of a fixed price quoted separately (On Demand Services).

GasSure Silver

5.4 Our Silver level subscription covers the annual inspection and service of Your central heating system (as defined in clause 6.7) and any additional appliances as may be agreed between us ("Covered Appliances"), for an additional charge.

5.4.1 Our Silver level subscription also includes repair (where We consider repairs to be economically viable) and maintenance services if Your central heating system or any other Covered Appliance breaks down or if emergency repairs are required (including any spare parts).

5.4.2 Electrical installation cover (as defined in clause 6.16) is included in the Silver level subscription.

5.5 Our Silver level subscription includes an unlimited number of callouts to deal with breakdowns of Your central heating system, electrical installation repairs or other Covered Appliances.

GasSure Gold

5.6 Our Gold level subscription includes cover for Your central heating system, and any other Covered Appliances as outlined in respect of the Silver level subscription (in Clauses 5.4 to 5.5).

5.7 Our Gold level subscription also includes the following plumbing cover:

5.7.1 repair or replacement inside Your home of any of the following:

- (a) all water supply (hot and cold) pipes from the mains stopcock inside Your home;
- (b) toilet cisterns;
- (c) water leak on immersion heaters; and
- (d) cold water storage tanks.

5.8 This also includes the following drainage cover:

5.8.1 unblocking or repair of drains within Your property boundary; and

5.8.2 all waste and rainwater drainage within Your property up to the connection to public drains or communal drains.

5.9 Electrical installation cover (as defined in clause 6.16) is included in the Gold level subscription.

5.10 Our Gold level subscription includes an unlimited number of callouts in connection with plumbing and drainage and electrical installation cover.

5.11 All Customers upgrading from GasSure Bronze to GasSure Silver or GasSure Gold will benefit from our 90-day guarantee. All parts and labour included for all repairs within the first 90 days only, after which the conditions of the GasSure Silver or GasSure Gold Package will prevail respectively.

ASHP and Oil

5.12 Our ASHP and Oil Services subscription includes cover for the air or oil-based heating systems. The Service includes, a one-off service fee, a monthly subscription charge and minimum call out charge. Parts are chargeable and the call out fee is covered for the first 90 days only, as further described in the Quotation.

6. EXCLUSIONS AND ADDITIONAL CONDITIONS

This clause outlines conditions and exclusions which apply to our subscription plans. Please read it carefully.

Disclaimer and Limitation of Liability

6.1 The User uses the Service at its own risk and in no event shall James Frew be liable for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from James Frew's negligence) including, but not limited to, inability to use social media, loss of money, the User's identity theft, data breach, loss of or corruption of data or the User's inability to use the Service, however caused and whether arising under contract or tort, including negligence or otherwise except as expressly provided herein.

6.2 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and James Frew, becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from James Frew's negligence) or

otherwise, will not exceed the value of Service (price paid for the Service) immediately preceding such liability arising. James Frew also has no liability in connection with;

6.2.1 approval for any Scottish Government initiative including "ECO4".

6.3 The User must make every effort to secure their username, passwords details and should not under any circumstance disclose their username and password and details to a third party or by an email request. James Frew, nor its directors, employees or representatives will be liable for damages arising out of or in connection with the use of this Website or the Customer Content, materials or Service included on this Website. This is a comprehensive limitation of liability that applies to all damages of any kind.

6.4 It is the User's responsibility to maintain and update browser, firewall or anti-virus and anti-spyware software. The User must protect their computer and/or device and ensure they update all security software by downloading the latest security patches from relevant software provider.

6.5 James Frew cannot guarantee 100% uptime and endeavours to provide services as described on the Website.

6.6 The Customer must take full responsibility for the decisions involved when choosing the Service and during the time they use the Service and understands and accepts that any decision made to use the Service is entirely at their own risk.

Central heating systems

6.7 When We refer to the central heating system, We are referring to the gas fired central heating boiler, flues, conventional radiators and radiator valves, conventional heating controls, conventional open vented hot water cylinder feed and expansion tank, heating pipe work, and the gas supply from the meter to the appliances.

6.8 Please note that specialist heating controls (such as Hive, Nest, Sangamo etc.) are not covered by our subscription plans. We may be unable to cover specialist radiators such as bespoke, designer, or decorative radiators. In such circumstances, we will make this clear to You during initial inspection.

6.9 Please note that cylinders within the central heating system and/or boiler are only covered for repair. Replacements are not included in the subscription, however, can be provided on request for an additional charge.

6.9.1 Unvented cylinders e.g., Megaflow, BoilerMate and other thermal store water storage systems are excluded from the subscription. Favourable quotes can be provided on request for repair or replacement.

6.10 Our subscription plans do not extend to removing sludge, waterscale or other waste material from Your central heating system. This work is always charged separately on the basis of prices quoted to You separately.

Covered Appliances

6.11 Where a Covered Appliance includes a gas fire, the parts in respect of repairs to the gas fire covered by Your subscription plan are included up to a maximum of £100 per repair. The price of parts will be the prices of our suppliers (such as Wolseley UK). If We think that the price of parts will exceed £100, We will let You know as soon as reasonably possible.

6.12 Our obligations to You under the subscription plans cover repairs and maintenance only. Unless expressly mentioned in these terms, our subscription plans do not include improvements to Your central heating system, electrical installation, any Covered Appliance, drainage, or plumbing systems.

Gold subscription plans

6.13 In respect of Gold subscription plans, the following items are excluded from the plumbing and drainage cover:

6.13.1 taps, washers, stopcocks, external water supply, lead, or steel pipes;

6.13.2 repetitive drain cleaning; and

6.13.3 communal drains, commercial use drains and self-contained drains (including without limitation septic tanks, electrical installation, and soakaways).

Bronze, Silver, and Gold subscription plans

6.14 In respect of Bronze (where fixed cost boiler repairs are carried out as part of Your Bronze plan), and all Gold and Silver subscription plans, if the cost of all materials and labour required to repair Your boiler and/or central heating system exceeds £500 (calculated on the basis of the prices of our suppliers and our labour costs), and Your boiler is more than 10 years old, We may determine that it would be uneconomical to repair Your boiler. In this event We will advise You of this and will offer a discount on a new boiler which discounted price will be valid for 30-days. If You have not decided to go ahead with a new boiler (the Work) within this 30-day period, We may thereafter cancel Your subscription plan (please see clause 12), in which case We shall refund the subscription fees You have paid since either of the following dates, whichever is the later:

6.14.1 the day after the most recent date when We provided services (including any repairs, annual servicing, or any Gas Safety Certificate) to You under Your subscription plan.

Specific exclusions / limitations

6.15 Our subscription plans do not include any of the following:

6.15.1 joiner works required for access to repair (such as lifting of floors, floor coverings, laminate, carpets, removing of kitchen units, flue boxing);

6.15.2 building works (such as brick chimney repairs, removal of and re-laying paving/driveway surfaces to access drainage/pipework, soakaways, toby stopcocks);

6.15.3 other than electrical installation cover as referred to in clause 6.16, electrician work (such as replacement or repair of wiring upstream of appliance isolator);

6.15.4 pipework work (such as lead, steel or iron pipework repair or replacement, system blockages due to corrosion);

6.15.5 work involving the use of scaffolding or mobile elevated work platforms (MEWPs), for example, "cherry pickers" or "scissor lifts"); or

6.15.6 work to repair any damage or defects caused by attempted repairs by You or a third party, negligent, malicious, or intentional damage, fire, lightning, explosions, flood, storm, tempest, frost, impact, or other external causes including failure of the public electricity or water supply (unless any of these are caused by the negligence of our contractor).

6.15.7 In respect of Bronze, Silver and Gold subscription plans, for the first ninety (90) days after the commencement date of Your subscription, if the cost of work and materials in connection with any repairs or work to be carried out exceeds £300 (as calculated on the basis of the prices of our suppliers and our labour costs), any such work in excess of £300 shall not be included in the subscription and may be carried out subject to additional payment on the basis of our quote provided to You separately.

6.15.8 In respect of Bronze, Silver and Gold subscription plans, if the cost of work and materials in connection with any repairs or work to be carried out in one rolling calendar year exceeds £800 (as calculated on the basis of the prices of our suppliers and our labour costs), any such work in excess of £800 shall not be included in the subscription and may be carried out subject to additional payment on the basis of our quote provided to You separately.

Electrical installation

6.16 When We refer to the electrical installation, We are referring to Customer units and all fixed wired final circuits throughout the property, and all accessories connected to final circuits i.e., socket outlets, light switches, lighting pendants etc.

6.16.1 Our subscription plans do not include any of the following:

6.16.2 any equipment that belongs to Distribution Network Operators (DNO), for example, cable-head, cut-out fuses and meter;

6.16.3 appliances that are connected to the electrical installation, for example, cookers, electric heaters including storage and panel/convector heaters, microwaves, kettles, and any white goods like washing machines, tumble driers, dish washers etc.;

6.16.4 decorative light fittings, lighting control systems, security alarms, smoke alarms and co detectors;

6.16.5 TV and audio-visual equipment;

6.16.6 latent defects within the electrical installation; (although We may be able to provide a separate quote to rectify any latent defects within the electrical installation).

6.13 Where electrical installation forms part of Your subscription plan, the parts in respect of repairs to the electrical installation covered by Your subscription plan are included up to a maximum of £200 per repair. The price of parts will be the prices of our suppliers (such as CEF). If We think that the price of parts will exceed £200, We will let You know as soon as reasonably possible.

Force Majeure

6.14 James Frew shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Service if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, data breach, the following shall be regarded as causes beyond our reasonable control: act of god, explosion, flood, tempest, fire or accident; Weather, war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or difficulties in obtaining the System, labour, fuel, parts or machinery.

6.15 James Frew cannot be held responsible or deemed in breach of this agreement in any way in respect of third-party delays, technical faults, including online access failures affecting our performance.

7. INITIAL INSPECTION

7.1 When We receive Your validly completed application, We will arrange for one of our Gas Safe registered engineers to visit Your property and inspect Your boiler, central heating system and any proposed Covered Appliances to make sure they are safe and working properly.

7.2 The central heating system and any Covered Appliances have to be CE approved or Gas Council listed.

7.3 If during the initial inspection our engineer discovers a defect in Your central heating system and/or any proposed Covered Appliances, We will let You know what the issue is and how much it will cost to fix it. If You do not wish to have the defect fixed then, depending on the nature of the defect, We may still allow Your application to proceed but the cover will not extend to the relevant defective component of Your appliance(s), boiler, or central heating system.

7.4 If during the initial inspection our engineer considers that it will be difficult to obtain parts for Your specific make and model of central heating system and/or any proposed Covered Appliances, We may still allow Your application to proceed but the cover will not extend to the relevant component of Your appliance(s), boiler, central heating system or Covered Appliance. We will confirm such exclusion to You in writing.

8. ANNUAL INSPECTION AND ADDITIONAL CALL-OUTS

8.1 We inspect and service Your boiler, central heating system and/or Covered Appliances (as may be applicable depending on Your subscription plan) on an annual basis at approximately the same time each year. This is limited to one annual inspection in a 12-month period.

8.2 To arrange an inspection or a call-out, please contact us. We will inform You of the estimated date and time for the inspection or call-out at such time.

8.3 Our engineers will be available to visit Your home between the hours of 8am and 5pm each day. In the case of emergency repairs, our engineers will be available 24 hours a day, 7 days a Week. Our experienced call operators will determine whether a callout is classified as an emergency.

8.4 Under our Home Plan by GasSure subscription plans, our Gas Safe registered engineers will carry out annual inspections which meet the requirements of applicable UK health and safety legislation. If the boiler, central heating system and/or Covered Appliances meet the required standard, then, subject to payment in full of the charges due to us under these terms, We will issue a Gas Safety Certificate in respect of the boiler, central heating system and/or Covered Appliances, as may be applicable. We may agree to inspect and certify appliances not covered by Your subscription plan on the basis of prices quoted separately.

8.5 If our performance of this contract is delayed by an event outside our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact us to end the subscription and receive a refund for any advance payment You have made in respect of the subscription after the termination date.

9. YOUR OBLIGATIONS

Payment

9.1 If You pay by monthly direct debit in monthly instalments, the price of Your subscription plan (which includes VAT) is fixed from the commencement of Your subscription until the next annual price review date.

9.2 If You have paid Your annual subscription fees in one lump sum in advance, the price of Your subscription plan (which includes VAT) is fixed for one year from the commencement of Your subscription and will be reviewed thereafter annually in respect of each subsequent year during which You continue Your subscription.

9.3 Unless otherwise agreed; all 12-month contracts will renew automatically on a 12-month basis unless the Customer offers one month's notice 30 days prior to the end of the contract period.

9.4 Where parts are not included in Your subscription plan, We charge for these on the basis of the prices of our third-party suppliers. We also review our prices in respect of labour from time to time and will confirm costs to You separately where this is not included in Your subscription plan.

9.5 The payment options available depend on Your Subscription Plan and You the Customer not being a business with the exception of Landlords, who can contract subject to the omission of any consumer rights including access to refunds and cooling off periods.

9.5.1 Bronze level: if You are a Customer, You may only pay by monthly direct debit. We will confirm Your first and subsequent payment dates to You in our acceptance letter and when We confirm any subsequent price to You. We will confirm additional payments in respect of repairs and additional callouts and repairs either verbally or in writing. Payment will be taken via Your Direct Debit prior to the engineer being dispatched.

9.5.2 Silver and Gold levels: if You are a Customer, then You may pay the subscription fees in respect of each 12-month period in one lump sum, by cheque or credit card in advance. You may also pay by direct debit in accordance with clause 9.5.1. We will confirm additional payments in respect of work not covered by Your subscription plan either verbally or in writing. If You agree to proceed with the work in question, these charges must be paid in advance of the works being carried out.

9.6 If You pay by direct debit, all payments will be taken using Your current direct debit arrangements unless You tell us otherwise. In the case of any other payment methods, We must be in receipt of the subscription fees prior to commencement of the Service.

9.7 If the rate of VAT changes between Your order date and the date the subscription commences, We will adjust the rate of VAT that You pay, unless You have already paid in full before the change in the rate of VAT takes effect.

9.8 It is possible that, despite our best efforts, We may provide an incorrect price to You. Where the correct price on the date when We confirm Your price is less than our stated price on the same date, We will charge the lower amount. If the correct price on such date is higher than the price stated to You, We will contact You for Your instructions before We finally accept Your application. If We accept Your application and our pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, We may end the subscription and refund You any sums You have paid.

Additional General Obligations

9.9 The Customer understands and agrees, that We cannot be held responsible for any repairs which arise as a result of Your failure to inform us of any problems or Your misuse of the central heating system, boiler, Covered Appliances and plumbing and drainage systems.

9.10 We accept payment in British pounds sterling only.

9.11 The Agreement is based upon the Customer paying for the Service in advance and based upon our acceptance of the Customer's payment, prior to the Service commencing through our third-party payment service (for example Square) to be at the election of James Frew.

9.12 You confirm that the credit/debit card that is being used is Yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of Your card refuses to authorise payment, We will not accept Your deposit and We will not be liable for any delay or non-delivery, and We are not obliged to inform You of the reason for the refusal. We are not responsible for Your card issuer or bank charging You as a result of our processing of Your credit/debit card payment in accordance with the Order Confirmation.

9.13 The Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to James Frew.

9.14 The Customer is responsible for paying for any charges associated with using their debit or credit card.

Your obligations - Electrical installations

9.15 It is Your responsibility to allow our engineer access to Your property to carry out services at the time agreed with us.

9.16 We may charge You additional costs incurred by us in any of the following circumstances:

9.16.1 if our engineer cannot gain access or considers that the circumstances are such that it is difficult or dangerous to carry out the work or where there is a risk to health and safety;

9.16.2 if there is a presence of hazardous materials or infestation or should our engineer be subject to any abuse (physical or verbal); or

9.16.3 if You call out an engineer when there is not a problem with Your central heating system, boiler, Covered Appliance, plumbing or drainage systems; in all of the above cases You will be charged on the basis of prices quoted separately. The engineer may at his discretion discontinue the provision of the services.

10. OUR ENGINEERS AND ELECTRICIANS

10.1 We have a team of suitably experienced and Gas Safe registered engineers and Scottish Joint industry Board (SJIB) approved electricians. It will normally be one of our engineers that will carry out any repairs and maintenance and they will carry out any repairs and maintenance with reasonable skill and care. We may, if required, sub-contract any aspect of the work to a suitably qualified contractor.

11. SPARE PARTS

11.1 We will take reasonable steps to acquire any parts required as soon as possible. We maintain a stock of the most commonly required parts and have established contracts with suppliers. As We

often have to rely on third parties or manufacturers to supply parts, where possible, We will give You an indication of any likely delay. We may use parts from the original manufacturer or alternatives which in our opinion are suitable for Your particular system or appliance.

11.2 At the annual inspection We will endeavour to identify and advise You of any likely supply problems in relation to spare parts due to the age or make of Your central heating system or Covered Appliance.

11.3 You own spare parts once the installation is complete. Any parts will become Your responsibility upon installation.

12. DURATION OF THE SUBSCRIPTION

12.1 The Subscription Plan commences on the date confirmed by Us to You in writing when We accept Your application and will last for a minimum of 12 months. The Customer understands, We will only provide the Services and products relevant to Your subscription in accordance with these terms until the subscription is terminated.

Cooling-off period for Customers

12.2 If You are a Customer (not available to Landlords), You have a legal right to change Your mind under the Consumer Contracts Regulations 2013 and receive a refund. You have 14 days after the day We write to You to confirm We accept Your application to do so. However, if You want the Work to commence within the 14-day period, You agree to waive Your rights to cancel within the 14-day period in order for Us to deliver the Service.

12.3 You do not have a right to change Your mind in respect of services which have been completed (such as repairs, callouts and spare parts used), even if the 14-day cancellation period is still running.

12.4 We will refund You but may deduct an amount for the subscription for the period for which it was supplied (including any inspections, services, repairs, callouts, and spare parts used), ending with the time when You told us You had changed Your mind. The refund will be made within 14 days of Your telling us You have changed Your mind.

We may end the subscription

12.5 We may end the subscription by giving You 30 days' notice in writing based upon the following conditions;

12.5.1 You do not make any payment to us when it is due, and You still do not make payment within 14 days of us reminding You that payment is due;

12.5.2 You breach Clauses 9;

12.5.3 You do not co-operate with us or supply information or documentation which We requested;

12.5.4 You behave threateningly or abusively or use threatening or abusive language;

12.5.5 if any recommended remedial or maintenance works notified to You by our engineer (which We are not obliged to carry out) are not carried out within 28 days of such notification; or

12.5.6 Your central heating system, boiler and/or any Covered Appliances does not meet our eligibility criteria (for example if spare parts are no longer available) and in each case, We will refund any advance payment You have made in respect of the subscription after the termination date (if

applicable) but may charge You £50 as compensation for the net costs We will incur as a result of Your breaking the contract (if relevant).

13. HOW TO END THE SUBSCRIPTION

13.1 Cancelling Your direct debit does not mean You have cancelled Your subscription. You may end Your subscription plan by giving us 30 days' notice. To end the subscription, please let us know by calling us or sending us an e-mail providing details of Your subscription and Your name and address. Or write to us at the address outlined in this Agreement, including details of Your subscription and Your name and address. You may also complete our cancellation form and send or e-mail us at gassure@jamesfrew.co.uk.

14. IF THERE IS A PROBLEM

14.1 If You have any questions or complaints, please contact us on email via gassure@jamesfrew.co.uk

14.2 We are under a legal duty to supply services and products that comply with this contract. Nothing in these terms will affect Your legal rights.

15. WE MAY CHANGE OUR PRICES AND THESE TERMS

15.1 We may make changes to these terms, including amending our prices and services, but if We do so We will notify You and You may then contact us to end the subscription before the changes take effect and receive a refund of any advance payment You have made in respect of the subscription.

15.2 Our annual price review is usually 1st September every year, and We will provide notice of at least 30 days prior to any increase. You will always be able to end Your subscription before revised prices take effect.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

16.1 If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with us during the sales process.

16.2 We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the goods and services which We supply; and for defective products under the Consumer Protection Act 1987.

16.3 We will make good any damage to Your property caused by us while providing services in Your property. However, We are not responsible for the cost of repairing any faults or damage to Your property, fixtures or fittings that Were not caused by us or as a result of any breach on our part, such as any damage caused by You or a third party, or faults which existed prior to us providing services to You.

16.4 We shall not be liable to You for any:

16.4.1 damage, loss or liability which arises as a result of any matter or occurrence which is out with our reasonable control;

16.4.2 pre-existing faults or design faults where We have not been advised of these or We could not reasonably be expected to know about these on the basis of a standard initial inspection (such as incorrectly protected pipework encased in concrete); or

16.5 Where You consent (in an emergency or otherwise) that our engineers may access pipework, underfloor areas, walls, fittings, flue boxes, soakaways, toby stopcocks and other areas which are not easily accessible to carry out repairs, We shall not be responsible for reinstatement of the same.

16.6 Our total liability to You in respect of all loss or damage arising under or in connection with Your contract with us, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total subscription fees paid by You to us in accordance with Your contract with us.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION (Data Protection)

17.1 We will use the personal information You provide to us in accordance with our Privacy Policy, including for the following purposes:

17.1.1 to supply the subscription services to You;

17.1.2 to process Your payments; and

17.1.3 to provide You information about similar products, services and offers that We supply, but You may unsubscribe to this communication at any time.

17.2 As outlined in our [Privacy Policy](#), We may pass Your personal information to third parties, including our contractors and suppliers.

18. SUPPORT SERVICES (Subscription Services)

18.1 Where you have contracted for Support Services (as set out in the Quotation), we will for the duration of this Agreement:

18.1.1 endeavour to achieve a response time of (in line with sector norms) unless otherwise agreed in the Order Confirmation (time not being of the essence); the Support Services will be generally available between 8.00am and 5.00pm, Monday to Friday (excluding public holidays).

18.1.2 the fix time will depend upon the complexity of the Customer issue; however, we will endeavour to resolve the problem as soon as is necessary (time not being of the essence)

18.1.3 On Demand Services (out of hours) will require additional charges and are subject to quotation.

18.2 PROVIDED THAT we shall not be required to provide Support Services or shall (at our sole discretion) be entitled to provide a Support Services only on payment of such additional fee as we may agree with you, where a defect has arisen or maintenance is required as a result of you or a third-party altering, modifying or in any altering the system.

18.3 Where you have not contracted for Support Services from us in relation to Services, we may (subject to availability) provide Support Services on a Services basis at a standard rate per hour (plus VAT and outlays). Such Support Services will be generally available between 8.00am and 5.00pm, Monday to Friday (excluding public holidays).

18.4 Where the Customer has contracted for a support plan or subscription Services direct from James Frew (separately from any other third-party maintenance service), as outlined via www.jamesfrew.co.uk as subject to the online terms and conditions.

18.5 Due to the nature of the Services to be provided, no refund is offered by James Frew, except in the case of James Frew providing incorrect services counter to those outlined in the Order Confirmation.

19. THIRD PARTY WEBSITES

19.1 The Website contains links to Websites operated by parties other than James Frew. Such links are provided for the User's convenience only. James Frew does not control such Websites and is not responsible for their content. James Frew inclusion of links to such Websites does not imply any endorsement of the material on such Websites or any association with their operators. The User is solely responsible for evaluating the accuracy and completeness of any information contained on the third-party Websites, and also the value and integrity of any Service and services offered by such Websites.

19.2 You may only link to this Website with Our express written permission. We expressly reserve the right to withdraw our consent at any time to a link which in our sole opinion is inappropriate or controversial.

20. STATUTORY INFORMATION

This Website is owned and operated by:

To: James Frew Limited

Address:

83 New Street,

Stevenston, KA20 3HD

Registered company number: SC036286

Email: gassure@jamesfrew.com

Website: <https://www.jamesfrew.co.uk>.

VAT number is GB617027264

21. OTHER IMPORTANT TERMS

21.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the contract.

21.2 You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in writing. If You move home, the benefit of any remaining subscription period may be transferred to new owners.

21.3 This contract is between You and us. No other person shall have any rights to enforce any of its terms.

21.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

21.5 If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date. For example, if You miss a payment and We do not chase You, but We continue to provide the subscription, We can still require You to make the payment at a later date.

21.6 These terms and conditions contain all the terms of Your agreement with us relating to Your use of this Website. No other written or oral statement (including statements in any brochure or promotional literature published by us) will be incorporated. Your use of this Website, any downloaded material from it, use of the Service, this Agreement and the operation of these terms and conditions shall be governed by, construed, and interpreted in accordance with the laws of Scotland and the Customer agree to submit to the exclusive jurisdiction of the Scottish courts.

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