



**Terms and Conditions**

## 1. THESE TERMS

1.1 These are the terms and conditions on which we provide our subscription plans. Please read these terms carefully before you submit your application to us. These terms tell you how we will provide services and goods to you, how you and we may change or end the contract and what to do if there is a problem and other important information.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are James Frew Limited trading as GasSure, a company registered in Scotland. Our company registration number is SC036286 and our registered office is at 83 New Street, Stevenston, KA20 3HD. Our registered VAT number is GB617027264.

2.2 You can contact us by:

2.2.1 telephoning our customer service team at 01294 468113;

2.2.2 writing to us at [info@gassure.com](mailto:info@gassure.com) and 83 New Street, Stevenston, KA20 3HD;  
or

2.2.3 completing the contact form on our website ([www.gassure.com](http://www.gassure.com)).

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application.

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

## 3. OUR CONTRACT WITH YOU

3.1 You may submit an application to be accepted to one of our subscription plans on our website, by calling us or by sending us a completed subscription form by post. The contract between us will commence when, following a satisfactory initial inspection and receipt of all the relevant details, we write to you to tell you that your application has been accepted. Where you pay by direct debit (see clause 8.6), you must send us your direct debit instruction when you submit your application. We cannot arrange the initial inspection until a valid direct debit instruction has been received.

3.2 If we are unable to accept your application, we will inform you of this in writing and will not charge you. This might be because the initial inspection has not been satisfactory, because we have identified an error in the price or description of the relevant product or because we reasonably think that we are unable to service the equipment and/or fixtures in your property due to their age and make.

3.3 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.

3.4 Unfortunately, we do not accept applications from addresses outside our allowable postcode areas:

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

FK1, FK2, FK3, FK4, FK5, FK6, FK7, FK8, FK9, 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, 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, KA30

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

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

## 4. OUR SUBSCRIPTION PLANS

We have three subscription plans which are described below. Please note the limitations and conditions in clause 5.

### GasSure Bronze

4.1 Our Bronze level subscription covers the annual inspection and service of your central heating system (as defined in clause 5.1). 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 web-site or on request.

4.2 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.

4.3 Electrical installation cover (as defined in clause 5.11) may be added to the Bronze level for an additional charge on the basis of a fixed price quoted separately.

### GasSure Silver

4.4 Our Silver level subscription covers the annual inspection and service of your central heating system (as defined in clause 5.1) and any additional appliances as may be agreed between us ("Covered Appliances"), for an additional charge.

4.4.1 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).

4.4.2 Electrical installation cover (as defined in clause 5.11) is included in the Silver level subscription.

4.5 Our Silver level subscription includes an unlimited number of call-outs to deal with breakdowns of your central heating system, electrical installation repairs or other Covered Appliances.

GasSure Gold

4.6 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 4.3 to 4.5).

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

4.7.1 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.

4.8 This also includes the following drainage cover:

4.8.1 unblocking or repair of drains within your property boundary; and

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

4.9 Electrical installation cover (as defined in clause 5.11) is included in the Gold level subscription.

4.10 Our Gold level subscription includes an unlimited number of call-outs in connection with plumbing and drainage and electrical installation cover.

## 5. EXCLUSIONS AND ADDITIONAL CONDITIONS

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

### **Central heating systems**

5.1 When we refer to the central heating system we are referring to the gas fired central heating boiler, flues, 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.

5.2 Please note that specialist heating controls (such as Hive, Nest, Sangamo etc.) are not covered by our subscription plans.

5.3 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.

5.3.1 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.

5.4 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**

5.5 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.

5.6 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, any Covered Appliance, drainage or plumbing systems.

### **Gold subscription plans**

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

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

5.7.2 repetitive drain cleaning; and

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

### **Bronze, Silver and Gold subscription plans**

5.8 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 materials required to repair your boiler and/or central heating system exceeds £500 (calculated on the basis of the prices of our suppliers) 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 within this 30 day period, we may thereafter cancel your subscription plan (please see clause 11.11), in which case we shall refund the subscription fees you have paid since either of the following dates, whichever is the later:

5.8.1 the most recent Price Confirmation Date (please see clause 8.3); or

5.8.2 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**

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

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

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

5.9.3 other than electrical installation cover as referred to in clause 5.11, electrician work (such as replacement or repair of wiring upstream of appliance isolator);

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

5.9.5 work involving the use of scaffolding or powered access (such as cherry pickers / scissor lifts); or

5.9.6 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).

5.10 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.

### **Electrical installation**

5.11 When we refer to the electrical installation, we are referring to consumer 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.

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

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

5.12.2 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.;

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

5.12.4 TV and audio-visual equipment;

5.12.5 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).

5.13 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.

## **6. INITIAL INSPECTION**

6.1 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.

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

6.3 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.

6.4 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 or central heating system. We will confirm such exclusion to you in writing.

## **7. ANNUAL INSPECTION AND ADDITIONAL CALL-OUTS**

7.1 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.

7.2 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.

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

7.4 If you are a landlord who lets property to residential tenants then, by law, you are required to have each gas appliance owned by you within the property checked annually by a Gas Safe registered engineer. Under the GasSure schemes, 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.

7.5 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.

## 8. YOUR OBLIGATIONS

### Payment

8.1 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 (which is usually 1st September every year); and

8.2 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.

8.3 In both cases at least 45 days prior to each price review date we will provide you with details of your annual subscription fees for the next 12 months. If you pay by direct debit and your new subscription plan commences less than 45 days before the annual price review date (for example if the price review date is 1 September and your subscription plan commences 20 August), then we will also confirm the new price to you before the commencement of your subscription. Following our confirmation of a price to you for a 12 month period, the first day of each such 12 month period for which the confirmed price is valid is known as the "Price Confirmation Date."

8.4 Where parts are not included in your subscription plan, we charge for these on the basis of the prices of our suppliers (such as Wolseley UK). 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.

8.5 The payment options available depend on your subscription plan and whether you are a consumer or a business (such as a landlord):

8.5.1 Bronze level: if you are a consumer, 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 call-outs and repairs either verbally or in writing. Payment will be taken via your Direct Debit instruction within 10 working days of the engineer being dispatched.

8.5.2 Silver and Gold levels: if you are a consumer, 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 8.5.1. 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.

8.5.3 All business customers (including landlords): you must pay the subscription fees in respect of each 12 month period in one lump sum in advance. We cannot arrange the initial inspection until your payment details or cheque have been received and we will only issue a Gas Safety Certificate to you when we are in receipt



of cleared funds. If we do not accept your application we will refund the sums you have paid in full. 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.

8.6 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 the commencement of the next 12 month period. If you do not pay us by such due date, then we will presume that you wish to cancel the subscription and our obligations under this agreement will expire at 5.00 pm on the last day of the current 12 month period.

8.7 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.

8.8 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.

#### Your other obligations - General

8.9 In order to be entitled to continue to benefit from the subscription, you must take reasonable steps to prevent any damage to or breakdown of the central heating system, boiler, Covered Appliances and plumbing and drainage systems. For example, you must use the central heating system and any Covered Appliance in accordance with the manufacturer's instructions. If there is a fault with any of them or if any of them break down, you must report this to us as soon as possible. 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.

#### Your other obligations - Electrical installations

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

8.11 We may charge you additional costs incurred by us in any of the following circumstances:

8.11.1 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;

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

8.11.3 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.

## **9. OUR ENGINEERS AND ELECTRICIANS**

9.1 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.

## **10. SPARE PARTS**

10.1 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.

10.2 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.

10.3 You own spare parts once the installation is complete. Any parts will become your responsibility upon installation.

## **11. DURATION OF THE SUBSCRIPTION**

11.1 The subscription starts on the date we confirm to you in writing when we accept your application and will last until terminated by you or us. We provide the services and products relevant to your subscription in accordance with these terms until the subscription is terminated.

Your rights to end the subscription

11.2 Your rights when you end the subscription will depend on why you are ending the subscription whether there is anything wrong with our service or products and when you decide to end the subscription:

11.2.1 If our services or products are faulty you may have a legal right to end the subscription, see clauses 7.5 and 13;

11.2.2 If you want to end the subscription because of something we have done or have told you we are going to do, see clause 11.3;

11.2.3 If you have changed your mind, see clauses 11.4 to 11.7;

11.3 If you are ending the subscription for a reason set out at clauses 11.3.1 to 11.3.4 below the subscription will end immediately and we will refund you in full for any advance payment you have made in respect of the subscription after the termination date. You may also be entitled to compensation.

The reasons are:

11.3.1 we have told you about an upcoming change which you do not agree to (see clause 14);

11.3.2 we have told you about an error in the price and you do not wish to proceed;

11.3.3 there is a risk that supply of services or products may be significantly delayed because of events outside our control (see clause 7.5);

11.3.4 you have a legal right to end the subscription because of something we have done wrong (see clauses 7.5 and 13).

#### **Cooling-off period for consumers**

11.4 If you are a consumer and not a business customer (business customers include 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.

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

11.6 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, call-outs 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.

#### **Changing your mind after the cooling-off period**

11.7 You can end the subscription because you have changed your mind at any time. If you pay by direct debit, the subscription will end at the end of the time period in respect of which your most recent payment by monthly direct debit was received (for example if your most recent direct debit payment covers the subscription fees until 21 January, then if you cancel before any further payment is taken from you, the subscription will end 21 January). If you have paid by annual lump sum, the subscription will end on the last day of the calendar month during which you have told us you wish to cancel. We will refund any advance payment you have made in respect of the subscription after the date of termination (subject to the deductions outlined in clause 11.8).

11.8 If you are a consumer and choose to cancel your subscription within the first 12 months following the termination of your cooling-off period, we may charge you a £30 administration fee and, if we have carried out any services during that period, you agree to reimburse us 50% of the cost of the services provided to you, calculated on the basis of our prices for parts and labour at the time of such repairs, or we may deduct such sum from any refund due to you in terms of clause 11.7.

#### **Changing your mind – businesses (including landlords)**

11.9 If you are a business (including a landlord), you will not be entitled to a refund if you change your mind at any time following the issue of a Gas Safety Certificate.

#### **Our rights to end the subscription**

11.10 We may end the subscription by giving you 30 days' notice in writing if we have a valid reason. Valid reasons are as follows:

11.10.1 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;

11.10.2 you breach clause 8.9;

11.10.3 you do not co-operate with us or supply information or documentation which we requested;

11.10.4 you behave threateningly or abusively or use threatening or abusive language;

11.10.5 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

11.10.6 your central heating system, boiler and/or any Covered Appliance 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).

11.11 We may also end the subscription with immediate effect in circumstances described in clause 5.8.

## **12. HOW TO END THE SUBSCRIPTION**

12.1 Cancelling your direct debit does not mean you have cancelled your subscription. 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 simply write to us at the address outlined in paragraph 2, including details of your subscription and your name and address. You may also complete our cancellation form and send or e-mail it to us.

12.2 If a refund is due, we will refund you by the method you used for payment if you are a consumer and we will refund you by cheque if you are a business customer. We may make deductions from the refund, as described in these terms.

### **13. IF THERE IS A PROBLEM**

13.1 If you have any questions or complaints, please contact us.

13.2 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.

### **14. WE MAY CHANGE OUR PRICES AND THESE TERMS**

14.1 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.

14.2 Our annual price review is usually 1st September every year, and we will provide notice of at least 45 days prior to any increase. You will always be able to end your subscription before revised prices take effect.

## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

15.1 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.

15.2 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.

15.3 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.

15.4 We shall not be liable to you for any:

15.4.1 damage, loss or liability which arises as a result of any matter or occurrence which is outwith our reasonable control;

15.4.2 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

15.4.3 loss of profit, loss of business, business interruption, or loss of business opportunity.

15.5 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.

15.6 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.

## 16. HOW WE MAY USE YOUR PERSONAL INFORMATION

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

16.1.1 to supply the subscription services to you;

16.1.2 to process your payments; and

16.1.3 to give you information about similar products, services and offers that we provide, but you may stop receiving this at any time by contacting us.

16.2 As outlined in our Privacy Policy, we may pass your personal information to third parties, including our contractors and suppliers.

## 17. OTHER IMPORTANT TERMS

17.1 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.

17.2 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.

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

17.4 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.

17.5 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.

17.6 These terms are governed by Scottish law and you can bring legal proceedings in respect of the subscription in the Scottish courts. If you live in England or Wales you can bring legal proceedings in respect of the subscription in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the subscription in either the Northern Irish or the Scottish courts.

MODEL CANCELLATION FORM

(If you wish to withdraw from a contract with us in respect of your subscription plan, please complete and return this form to us)

To: James Frew Limited trading as GasSure

Address 83 New Street, Stevenston, KA20 3HD

Telephone number 01294 468113

E-mail address info@gassure.com

I hereby give notice that I cancel my subscription contract: Please provide details of your subscription contract including: • the reference number; • property address; and • name of the subscription plan (Bronze, Silver or Gold).

Application date:

Subscription start date:

Name:

Address:

Signature (only if this form is notified on paper): \_\_\_\_\_