

Registered Gas Services LTD - Terms and Conditions

These terms and conditions, together with the company charges page, form the basis of the contract between you and Registered Gas Services LTD.

We recommend that you read them carefully as they affect your legal rights and liabilities. If you have any concerns or queries about these terms and conditions they should be raised at the earliest opportunity and in any event prior to work commencing.

1. Definitions

1.1 For the purpose of these terms and conditions the following definitions shall apply:

“The company” means Registered Gas Services Limited

“The Customer” means you, the person or organisation with whom the company has entered into a contract with for the supply of goods and/or service

“The engineer” means the representative appointed by the company to perform the agreed work

“labour” means all time spent by the engineer in carrying out work on behalf of the customer, including all reasonable time spent in obtaining materials

“Materials” means, in respect of each job, all hardware and fittings

2. Fixed price work/estimates

2.1 Fixed price work shall be estimated for in advanced by the company. The estimate shall set out the address of the property and the work instructed by the customer. The Estimated price shall represent the total amount (exclusive of VAT) to be paid by the customer for the work specified in the estimate, except in the circumstances set out below:

- a) If after the submission of the estimate the customer instructs the company (whether orally or in writing) to carry out additional work and/or undertake additional services which are not specified or otherwise referred to in the estimate. In which case, such additional work and/or services will be charged at the current applicable hourly rate in accordance with paragraph 3 below and the cost added to the estimated price
- b) There is any increase in the source cost of the materials (in which case the increase in cost will be added to the estimated price
- c) It is discovered the additional work/ or services need to be carried out which could not have been reasonably anticipated by the company when the estimate was prepared (in which case, such additional work and/ or services will be charged at the current applicable hourly rate in accordance with paragraph 3 below and the cost added to the estimated price)

- d) It is discovered that there was an error in the companies' preparation of the estimate (in which case the estimated price is invalid and the company will prepare a new estimate)
- e) The customer instructs the company to attend a different property from the property named in the estimate
- f) The price for the landlord gas safety certificate includes the inspection of a maximum of 2 gas appliances. Any other appliances tested as the property will incur a further charge

2.2 The Company can only be bound by an estimate(s), which are provided to the customer in writing and signed by a duly authorised representative of the company. The customer may accept an estimate in writing but in the absence of express communication the customer shall be deemed to have accepted an estimate at the time it instructs the company to perform the work which is described or specified in the estimate.

2.3 Estimates provided by the company are valid for 30 days from the date of issue. This does not affect the company's right to withdraw an estimate at any time prior to its acceptance for any reason.

2.4 Certain other works and services are carried out at a fixed price and the customer should consult the company charges page. Such works and services are subject to these terms and conditions. The prices vary on post code and outside hours 8-5pm on Monday to Fridays.

3. Hourly rate work

3.1 the amount charged to the customer shall comprise of:

- a) Labour charged at the company's applicable hourly rate (set out in paragraph 3.2)
- b) Materials charged as cost plus 28% (which covers the time and effort involved in sourcing and obtaining such materials)
- c) Any of the incidental costs set out in paragraph 3.3

3.2 The Companies hourly rates are set out in our: "company charges page" this starts to run from the arrival of the engineer at the property, except where the customer has asked the company to collect keys to a property from an address which is not the property or any materials are required by the company, in which case time travel will be charged in addition. Times onsite can be verified by our vehicle trackers.

3.3 The company shall be entitled to recover the following incidental costs and expenses from the customer

- a) All parking expenses incurred by the company and the engineer in attending the property and/or the premises of its preferred suppliers.

- b) All London congestion charge payments incurred by the company and the engineer in attending the property and/or the premises of its preferred suppliers)
- c) A charge to cover the time spent travelling to and from a property from the companies' office, calculated by reference to the actual time spent travelling or a minimum of one hour charged at the prevail rate set out in our "company charges page" whichever is the higher in the event that the customer fails to provide the company and/or engineer with access to the property at the time which has been scheduled for the works or an inspection to take place
- d) A charge equating to one hour calculated at the prevailing rate set out on the "company charges page". If the customer cancels an appointment within 24 hours of its scheduled time
- e) A charge to cover the time spent to and from the property from the companies' office
- f) The cost plus a fee of 25% (to cover the time spent making arrangements) in relation to making good any damage which the customer requested the company to arrange on its behalf refer to paragraph 14.10
- g) In the event that the customer orders materials which are unsuitable in the customer's absolute discretion, a charge to cover the companies travelling time to and from the suppliers to obtain the suitable materials, will be calculated by reference to the actual time spent travelling or a minimum of one hour charged at the prevail rate set out on our "company charges page" whichever is higher
- h) Any costs which the company may recover. Pursuant to any other paragraph of these terms and conditions.

3.4 The company reserves the right to charge a fixed fee or time added to the invoice for collection of materials from its supplier. If the collection occurs whilst the company is on site, the time taken will be treated as an addition to the works and charged at the relevant rate or alternatively a collection fee may be applied at the companies' discretion. If the materials are ordered for a subsequent collection and delivery a charge maybe made by the company. Materials will be supplied as cost net after the companies discounts plus the company's normal mark up to clear handling, stock maintenance, etc.

4. Payment and customer liability

4.1 The company shall invoice the customer on completion of works, or prior to the completion of the works by written agreement between both parties or in the event of one of the circumstances set out in paragraph 4.5.

4.2 The customer shall pay each invoice submitted to them by the company on completion or 30 days if an account customer (except deposit invoices for estimate(s) which must be paid immediately and before works commence) Any part of an invoice that has not been paid on time shall incur interest at the rate of 7.5% above the bank of England's base rate prevailing at the date of the due date. Interest shall be calculated from the due date up until the date that payment is received in full by the company inclusive of both days. The customer is liable for all

costs which may be incurred by the company in obtaining recover of payment for the invoice in full.

- 4.3 In addition to charging interest, if the customer fails to pay by its due date an invoice which it has been agreed will be issued prior to completion of the works, the company reserves the right to suspend all further works until such invoice has been paid in full.
- 4.4 The customer has sole liability to discharge the companies account unless it has disclosed in its initial instructions (and in any even prior to work commencing) that it is acting on behalf of the third party and the third party has confirmed this in writing and the company has accepted this in writing.
- 4.5 If the customer cancels its instruction as any time prior to the works being completed including during the period between instructions or acceptance of an estimate (as applicable) and the date scheduled for the works commencement. The customer shall be liable for all costs which have been incurred by the company on the customer's behalf, together with the profit that would have been made by the company if the works had been carried out in full and if applicable all of the materials had been supplied in accordance with customer's original instruction.
- 4.6 The customer shall be solely liable for the status of the property which is presented to the company upon its arrival and attendance at the property. This includes health and safety obstructions, obstacles, hazards, or similar, or any hazardous situations in respect if the gas or electrical safety.
- 4.7 The company may, without prejudice to any other rights it may have, set off any liability of the customer to the company against any liability of the company to the customer.
- 4.8 Snagging: Where the works have been completed, subject to snagging. 95% of all amounts outstanding must be paid on such completion and the customer must provide access to the company without delay to enable the snagging to be finalised. The balance of 5% will become payable upon finalisation of the snagging or, if access has not been made available to carry out the snagging within 14 days of the completion date, at the expiry of such 14 day period.
- 4.9 Where the customer is represented by a third party (such as a managing agent, contractor or other representative). In the event of non-payment by the customer, the third party will be responsible for payment unless the company has agreed otherwise in writing.
- 4.10 The company shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the works until payment has been made in full.

- 4.11 Some works estimated by the company will be subject to a deposit payment before works are undertaken for the customer. This deposit amount will be 50% of the estimated works including VAT and the final 50% will be due on completion of the works undertaken. This is to cover larger material costs ordered by the company prior to works. This will apply to service such as full installations works for central heating, electrical, plumbing and bathrooms.

5. Access

- 5.1 The customer shall provide clear access to enable the company to undertake the works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions required in connection with carrying out the works including planning permissions. The customer will at all times provide a safe working environment for the company and its engineers, agents and sub-contractors for the purposes of carry out the works. Where applicable to drainage works the customer will provide, if possible a plan showing drain layouts. If this is not available, the company reserves the right to render additional charges at the relevant applicable rate in accordance with paragraph 3.2 above if blockages occur in drains not covered by the specification or if it is necessary to trace unidentified drains to complete the work. The customer must obtain any permission for the company to proceed over property belonging to third parties or freeholders. If this is necessary for the proper execution of the works and shall obtain any permission necessary to carry out work on the property belonging to third parties and/or free holders. The customer shall indemnify the company against all claims of whatsoever nature made by third parties and or freeholders arising out of the presence of the company. If employees, agents and subcontractors on the customer's property save where such claim results directly from negligence on the company's part. The customer shall be liable to the company for all loss or damage whether direct, indirect or consequential which is suffered by the company as a result of failure or delay by the customer in preforming the obligations referred to above.

6. Commencement and completion of dates

Dates specified for commencement of works are estimates only. The company shall use reasonable endeavours to ensure that we will attend on the date(s) and times agreed. However, it accepts no liability in respect of non-attendance or late attendance on site for the late or non-delivery of materials. Time shall not be the essence of the contract except as provided in paragraph 17 below.

7. Inspection of works

The customer shall inspect the works as far as it is reasonably possible. To do so immediately upon completion. If it is considered that the works are not in attendance with the contract, the customer shall within 7 days from the date of works give a detailed note in writing thereof. In the absence of any such notice, the

works shall be conclusively presumed to be completed and free from any defects which would be apparent on reasonable examination

8. Indemnity

The customer shall indemnify the company by writing against all actions, suits, claims, demands, losses, charges, costs and expenses which the company may suffer or incur in connection with a claim by any third party resulting from a breach of the customer's obligations, undertakings, representations and warranties in connection with the contract.

9. Whole agreements and exclusion of liability

These terms set out by the company entire liability in respect of the works and the company liability under them shall be in lieu and to the exclusion of our warranties, expressed or implied in respect of the works and quality of them.

10. Limitation of liability & liability of the company

The company liability shall be limited to:

- a) The repair or making good of any defect pursuant to its undertaking in paragraph 12 below and subject always to paragraph 7 above
- b) Liability for death or personal injury resulting from negligence in the course of coming out of the company's duties and
- c) The reasonable cost of repair or reinstatement of any loss or damage to the customer's property if such loss or damage results from the company's negligence or that of its employees, agents or sub-contractors and the customer incurs such costs.

11. Defects

Subject to paragraph 8 above the exclusions listed below, the company undertakes to repair or make good any defects in completed work which appears within 12 months of completion of the same to the extent that such defects arise from breach of the company's obligations. Under this contract and provided that details of the defect are notified in writing by the customer to the company within such period and that the company and its insurers are given the opportunity of inspecting the work and the alleged defect. This undertaking shall only apply to work carried out, completed and invoiced by the company which is paid for by the customer by the due date for payment ascertained with paragraph 4 above. If the company returns to the site at the customer's request to review a claim under this undertaking and it transpires that the defect had not arisen as a result of a breach of this contract on the company's part, the company reserves the right to charge the customer for the visit at its standard rate per hour, as per paragraph 3 above. The company reserves the right not to carry out any work under this paragraph 12.

Where the customer cannot produce evidence that the work was originally carried out and completed by the company or where payment has not been made in full for such works. Exclusions are:

- a) Parts and materials will be provided only with the benefit of the manufactures/ suppliers guarantee and are not guaranteed by the company
- b) The company will not be liable for any costs associated with the replacement or repair of the defected part/materials and this must be taken up with the manufactures directly.
- c) Any system(s), structure, part(s)/material(s) not originally installed by the company
- d) Any recall arising from circumstances or factors known to the customer but not notified or disclosed to the company prior to the work having been undertaken
- e) Defects resulting from misuse, wilful act or faulty workmanship by the customer or anyone working for/under the direction of the customer other than the company
- f) Structural defects encompassing but not limited to subsidence and its resultant effect
- g) Any previous works undertaken by the company that has been affected by any other outside force out of the company control
- h) Any works where the company has stated either verbally or written that the work to be undertaken is not advisable and other option is recommended. For example, the instruction from the customer to attempt to repair an object, system(s), part that the company has advised to replace for a more cost effective and reliable outcome.

12. Force Majeure

The company will use all reasonable endeavours to carry out works(s) on the agreed dates but shall not under any liability to the customer if it should be either impossible or impracticable to carry out the work(s) on the agreed dates or at all. By reason of strike, lock out, industrial dispute, act of god or any other event or occurrence beyond the companies control

13. Customers liability

The customer shall be liable for

- a) Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in their performance
- b) Providing all necessary power and a clear water supply for the company use in the execution of the contracted works
- c) The safety of both plant and machinery belonging to or hired to the company or its employees, agents or subcontractors and shall indemnify the company against its loss, theft or damage

14. Guarantee and company liability

- 14.1 Subject to the remainder of this paragraph 14, if within 12 months of the date of an Invoice, the customer gives in writing to the company that is it not wholly satisfied with the works to which the invoice relates or otherwise complains. The company undertakes to carry out any remedial works necessary which in its professional judgement is considered are necessary to bring the works up to a satisfactory standard (guarantee)
- 14.2 In order to avail itself of the guarantee the customer shall afford the company (and its insurers if necessary) the opportunity to attend the property and date and out time requested by the company in order to inspect the work. If upon such inspection the company in its reasonable professional judgement considers that the work is not satisfied, the company shall carry out remedial works at its cost
- 14.3 The guarantee shall relate only to labour in respect of faulty workmanship and shall not extend to faults, defects or wear and tear of materials installed by the company. In respect of any fault or defective materials installed by the company, the company shall endeavour to transfer to the customer the benefit of any warranty or guarantee given to the company
- 14.4 The guarantee will become null and void if at any time.
- a) Any of the works(s) completed and/or materials installed by the company have been subject to invasive inspection, deconstruction, alteration, repair, modification, interference, misuse, negligence or similar actions by anyone other than the company or its engineer(s)
 - b) The customer has failed to service any of the material(s) installed by the company in accordance with the manufacture(s) recommendations
 - c) The customer has failed to carry out any supplementary work that was recommended by the company or the engineer(s) agents or sub-contractors as being necessary at the time the works was completed
 - d) Any invoice to which the work relates to has not been settled in full in accordance with paragraph 4 above.
- 14.5 The guarantee shall not apply to work performed by the company
- a) In respect of blockages of waste/ and or drainage systems or similar
 - b) At the instruction of the customer agents the oral or written advice of the company's or its engineers, agents or subcontractors
 - c) Installations that are one of inferior quality or that are over ten years' old
 - d) Leaks arising on existing heating system after the company pressurises the system
 - e) Boiler and small plumbing repairs a 60-day warranty applies
 - f) Air locks due to badly installed domestic or heating systems
 - g) Other party's diagnosis
 - h) Pre-existing faults
 - i) Boiler faults after boiler service unless caused by the Companies negligence

- 14.6 The customer attentions are drawn to the fact the company can only act upon the information disclosed to it by the customer and act on the problems presented at the time of the company's visit It is the responsibility of the customer to alert the company prior to the company attended the property to any pre-existing conditions and or relevant work that has been carried out by the third party which may affect the company's subsequent work and or decisions the company may make at the property. If any relevant information is withheld or mitted to be disclosed by the customer the company can accept no liability for any consequent loss which the customer may suffer
- 14.7 The company shall accept no liability and shall not be held responsible for any loss, damage or defect (whether direct or consequential) resulting from:
- a) Work that is not fully covered by the guarantee
 - b) The unsuitability of any materials supplied by the customer
 - c) The late or non-attendance on site of the company and/or the late non-delivery of materials
 - d) The customer refusing to allow the company access to attempt to resolve any complaints (wheatear the guarantee attaches or not) or where the customer delays notifying the company of its complaint and in either case any loss, defect or damage is made worse by such actions or inactions
 - e) The customer engages someone other than the company to attempt to resolve any complaint about works carried out by the company and/or
 - f) Any other matter, act or omission which is beyond the company's reasonable control
- 14.8 Customers must note that (a) engineers operate under their own Gas Safe registration and such are solely the responsibility for all the gas related work and any subsequent liability. (b) The company reserves the right to choose whether the work requested by the customer is carried out by employees of the company or by company approved sub-contractors. Sub- contractors operate under their own insurance ad assume liability for all work(s) carried out.
- 14.9 Nothing in these terms of business excludes or limits the liability of the company for death or personal injury caused by the company's negligence or for any other matter in the respect of which it would be illegal for the company to attempt to exclude the liability.
- 14.10 Customers must note that the company shall have no liability for making good any damaged caused carrying out the works required, except in case of negligence by the company. Furthermore, the company shall have no liability for failures or defects arising from any pre-existing plumbing or other workmanship in the property. The customer may ask the company to arrange for making good of any damage or rebuilding boxing's etc. if the company agrees to do so, the cost will be charged in accordance with paragraph 3.3 (f) and "our charges" page.

15. Title to materials

- 15.1 Ownership of the materials shall not pass to the customer until the company has received payment in full from monies due.
- 15.2 Until ownership of the materials has passed to the customer:
- a) The company shall have absolute authority to repossess, sell or otherwise dispose of all or any part of the materials
 - b) The customer grants the company, its engineers, agents and sub-contractors an irrevocable licence at any time and without notice to enter into the property or any other premises in which the materials are or reasonably believed by the company to be stored or installed for the purpose of inspecting and/or removing them.
- 15.3 Notwithstanding paragraph 15.1 and 15.2, risk for materials shall pass to the customer at the point of delivery to the property and until such time as their ownership has passed to the customer. The customer shall keep the material insured for the full price against all risks. On request the customer shall provide a copy of the policy of the insurance company.
- 15.4 If a customer notifies the company that it no longer wants the materials after installation has been carried out, the company will charge the customer the cost of the removal of such materials based on the hourly rates prevailing on the "our charges" page at the time of notification by the customer. Without prejudice to the foregoing, any invoice relating to the works already carried out must be paid in full, in accordance with paragraph 4.

16. General

- 16.1 These terms of business form the basis on which the supply of goods and/ or services is offered by the company to the customer and shall become binding upon the customer's acceptance of such an offer.
- 16.2 These terms of business may only be varied by an agreement in writing signed by the company and the customer. A failure or delay by either party to exercise any of its contractual or legal rights or remedies, shall not constitute a waiver of such rights or remedy.
- 16.3 These terms of business shall prevail over any inconsistent terms of business (or similar) that are at any time provided or referred to by the customer, or one implied by practice or trade custom.
- 16.4 If any provision of these terms of business is found by any court to be invalid, illegal or unenforceable, that provision shall be deemed not to form part of the contract

between the customer and company and the validity and enforceability of the other provisions shall not be affected.

- 16.5 The company shall be entitled with the consent of the customer (such consent not to be unreasonably withheld) to assign or transfer any rights and/ or to sub-contract or delegate any of its obligations to any third party
- 16.6 Headings and titles in these terms of business shall not affect their interpretation(s)
- 16.7 These terms of business and all other contractual rights and obligations arising between the customer and the company, shall be governed by and constructed in accordance with the laws of England and Wales. They shall not be subjected to the exclusive jurisdiction of the courts of England and Wales
- 16.8 Upon completion of a new boiler installation or any major works entailing the draining or the heating or domestic system(s). the customer shall be entitled to request on further visit from the company to vent air from the radiators or system(s) (known as bleeding) Provided the customer notifies the company that it requires the service within 60days of completion of the works and in any event subject to settlement of any invoice in accordance with paragraph 4.2 any other visits shall be chargeable as per our "company charges page"
- 16.9 The company can only act upon the information disclosed to it by the customers and act on the problems presented at the time of the companies attending the property to any pre-existing conditions and/or relevant work that has been carried out by third parties which may affect the companies subsequent work and/or decisions the company may make at the property. If any relevant information is withheld or omitted to be disclosed by the customer, the company can accept no liability for any consequential loss which the customer may suffer.

17. Cancellation

- 17.1 If the customer cancels the contract without the companies consent other than pursuant to paragraph 4.5 above, the customer shall indemnify the company against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing. For the avoidance of doubt any such cancellation rights to payment in accordance with paragraph 4 above
- 17.2 If the customer wishes to cancel an appointment for a visit by the company, the customer will incur a cancellation fee of 50% of the estimated fixed labour cost or 50% of the quoted first hour's labour charge depending on which applies, if the cancellation is made less than 24hours.
- 17.3 In instances when the appointment for a visit from the company has been made by a third party (managing agent/landlord) who is not arranging the access at the property, but has instructed the works. Cancellations or no access will still be subjected to our cancellation policy as stated in the above paragraphs.

17.4 In accordance with paragraph 4.11 above, should the customer cancel an appointment booked for an accepted estimate post deposit payment and less than 14 day's notice the company reserves the right to retain the deposit and any labour costs associated with cancellation in accordance with paragraph 17.3 above.

18. Removal of waste materials

Unless agreed in writing between the parties the customer will be responsible for the removal from site of all waste materials resulting from the works

19. Frozen pipes

The company will not be liable for any fracture found in frozen pipes attended by the company will not guarantee to clear blockages occurring in frozen drains

20. Asbestos

The company will not carry out any works or continued works in the instance asbestos is found to be present or suspected to be present.

21. Pipework Blockages

The company will not be liable for any reoccurrence of pipework blockages/ waste pipe blockages, in any pipework previously worked on even within a 12-month period

22. Waiver, variation Etc.

No waiver by the company of any breach by the customer shall operate as a waiver of any proceeding or subsequent breach by the customer. No variation shall be effective against the company unless sanctioned in writing by the company. No Forbearance or delay on the companies part shall prejudice Registered Gas Services LTD rights and remedies under this contract

23. Refund policy

The company operate a no refund policy in general. However should there be any complaint in regards to the quality of our workmanship/ products supplied, you can follow our complaints procedure below. The company will follow the appropriate steps in order to try and resolve your query in a timely and fair manner. This may result in a refund at the companies discretion, should it be found appropriate in that instance.

24. Complaints procedure

You must contact the company in writing/email within 14 days of works in question being carried out to notify us of your concern

You can address your letter/email to Shaun Davidson or Peter Davidson and either send it to our head office address at Rocon house, 15 Maswell Park Road, Housnlow TW3 2DL or to our email address info@registeredgasservices.co.uk

The company will contact you within 7 days to arrange access to view the work in question, or to gain any further information relating to your concern. We will need to investigate fully before providing a written response.

After investigations have been made Registered Gas Services LTD will aim to respond within 7 working days. This will be a written response in which we will outline our findings and try to come to a conclusion or resolution of the matter

All works are subject to the T&C's above therefore any workmanship in question must not be altered or interfered with by any third party person before a full investigation has been made.

25. Alternative Dispute Resolution

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 01179816192 or via their website <http://www.disputersresolutionombudsman.org/which-trusted-traders-partnership/>

26. Cancellation policy

The company have a 24hour cancellation policy, taking into account our office opening hours. Any notifications of cancelled appointments must be made during normal working hours. This relates to any booking made with a verbal or written contract in which rates apply. This relates to no access upon arrival or cancelled appointment within less than 24 hour's notice. The company reserves the right to charge 50% of the quoted/ estimated labour cost. In the instance you have been provided an estimated hourly rate we would charge in full for any parts ordered if they are non-returnable or a 30% restocking fee if they are returnable but a stocking charge applies. Should you of paid a deposit for the works, this deposit will override any cancellation costs and we reserve the right to keep the deposit for the loss of materials and labour.

27. Payment Terms

Registered Gas Services LTD will require a deposit for some types of works. A 50% deposit for some larger installations may be required to cover materials and time allocated. You will be notified about this before booking an appointment and final payment will be due on completion of the works. Some part fitting works will require a payment for the part/materials up front if they are special order or of a large value.

Registered gas services LTD accept all major debit and credit cards except American Express.

Payment charges:

Debit card- No fee and no capped amount

Credit cards- No fee, capped to a maximum of £1000-00 INC VAT @ the current Rate

BACS- No fee and no capped amount

Cheque- £2.40 Fee and No capped amount

Cash- No fee and no capped amount

28. Privacy policy

Who we are:

Registered Gas Services Ltd are a property maintenance company based in Hounslow, Middlesex. We are a data controller of personal data. For enquiries about data security and privacy, please contact: info@registeredgasservices.co.uk
We reserve the right to amend this policy from time to time as we continue to improve our service.

What information will we collect:

We will require certain information upon you contacting us to instruct/use our services. These details will be full name, address, email address for service information/updates, telephone number for service information/updates and payment details. In addition: Records of notes of telephone conversations and of email contact. Records of goods and services provided to you

How will we collect your information:

This information may be acquired from third parties, such as the Letting Agent with whom you will have first made contact to view the property. Or you may directly have provided this information.

How will your information be used:

- a) To produce a contract between ourselves
- b) To produce records of our financial activity to comply with HMRC guidance

- c) To manage all aspects of our services to you
- d) To improve our services to you

On what grounds do we collect your information:

- a) It is Necessary for carrying out our services for you, in a professional and timely manner.
- b) It is Legally required to meet our statutory obligations under legislation such as 'Building Regulations' 'Gas Safe' 'NIC EIC' 'Local Authorities'
- c) It is Required to register guarantees to manufacturers of your installed products.

For how long do we hold your information:

We will keep your information for as long as is necessary to fulfil the purposes that we describe in this policy. As a general rule we will keep

- a) For the duration as required to comply with HMRC and regulatory guidance on financial record keeping.
- b) For the purpose of tenants, in which a letting agent or landlord has provided the necessary information we will only hold those details until notified of change of occupancy.
- c) Payment details will be on a job instruction basis over which once we have attended will be destroyed upon each instruction. This is to ensure our security of travel/diary time/material purposes.
- d) Subject to the above periods, and any others as required by statute, we will not retain your information beyond those

Who will we share your information with:

We will never sell your information to a third party. We will share your information with third parties as follows:

- a) To fulfil our obligations under the governing bodies, for example notifying building regulations departments, gas safe, NICEIC. In the instance you buy a product from us that comes with a manufacturers guarantee, we will share your details as required to fulfill your guarantee rights.
- b) Our professional advisors
Law enforcement agencies, law courts, regulators, government authority or such third party where we believe this is necessary to comply with a legal or regulatory obligation or
- c) to protect our Debt collection services should you not pay for works carried out as under contract.
- d)

Transferring or processing your information outside of the EU:

We store and backup records on software providers whose servers are based outside of the EU. To safeguard your information, we have been assured that these providers are compliant with GDPR standards.

Your rights:

- a) This Privacy Notice is for your right to be informed
- b) Access to the information we hold – this will be provided upon request

- c) To rectify any information that may be incorrect
- d) To be forgotten – request that the information we hold be erased – we will comply if it is no longer necessary for the purpose originally obtained, and if not required to meet any legal obligation
- e) To restrict processing – we will restrict processing if so instructed to do so where the legitimate interest or legal obligation no longer requires us to do
- f) To data portability – we will provide the data in a standard format, if requested for your own use
- g) To object (Opt out) – we will stop the use of data for direct marketing if so requested

By using Registered Gas services LTD you automatically accept and adhere to the above terms and conditions