



# **BOILER CARE COVER** **TERMS & CONDITIONS**



# TERMS & CONDITIONS CONTENTS

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## About us

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At JDS Gas Services, we've been providing top-notch boiler care for over 10 years, ensuring that homes and businesses in Glasgow and the surrounding areas are kept warm and safe all year-round. With a decade of experience in the gas and heating industry, our team of certified engineers is dedicated to delivering reliable and professional service for all your boiler needs.

We offer comprehensive boiler care plans tailored to fit your requirements, providing peace of mind and expert support when you need it most. Whether you're in need of routine maintenance, emergency repairs, or a complete replacement, JDS Gas Services is committed to delivering quality workmanship and exceptional customer service.

With our extensive knowledge and experience, we understand the importance of keeping your home comfortable and your heating system running smoothly. That's why we take pride in offering affordable, reliable, and efficient solutions that you can count on.

Trust JDS Gas Services to take care of your boiler. Your comfort and safety are our priority.

## What our customers say about us

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### Trustworthy and efficient

*"A company that understands the concerns of their customers. Costs and charges are laid out clearly. Engineers are professional, on time, and open to share their technical expertise. They don't only resolve the issues, but also give practical advice on operation and maintenance. Would recommend".*

**Date of experience:** 04 March 2025

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### My family has had a few boiler issues recently...

*"My family has had a few boiler issues recently with boilers. First of all, my 90 year old mother had a boiler leak last week. Phoned JDS and Ryan attended that same day and fixed it. It doesn't rain but it pours. My daughter then had a boiler leak two days ago. Ali called and confirmed what I suspected ... the boiler was done. With a young child in the house, JDS went out of their way to re-arrange their scheduling which allowed them to fit a new boiler the following day. Superb customer service. I'm glad to say that I'm getting the boiler they fitted last year, serviced tomorrow so hopefully things will be plain sailing from now on. Thanks Dougie, Jennifer and the boys for the brilliant service once again".*

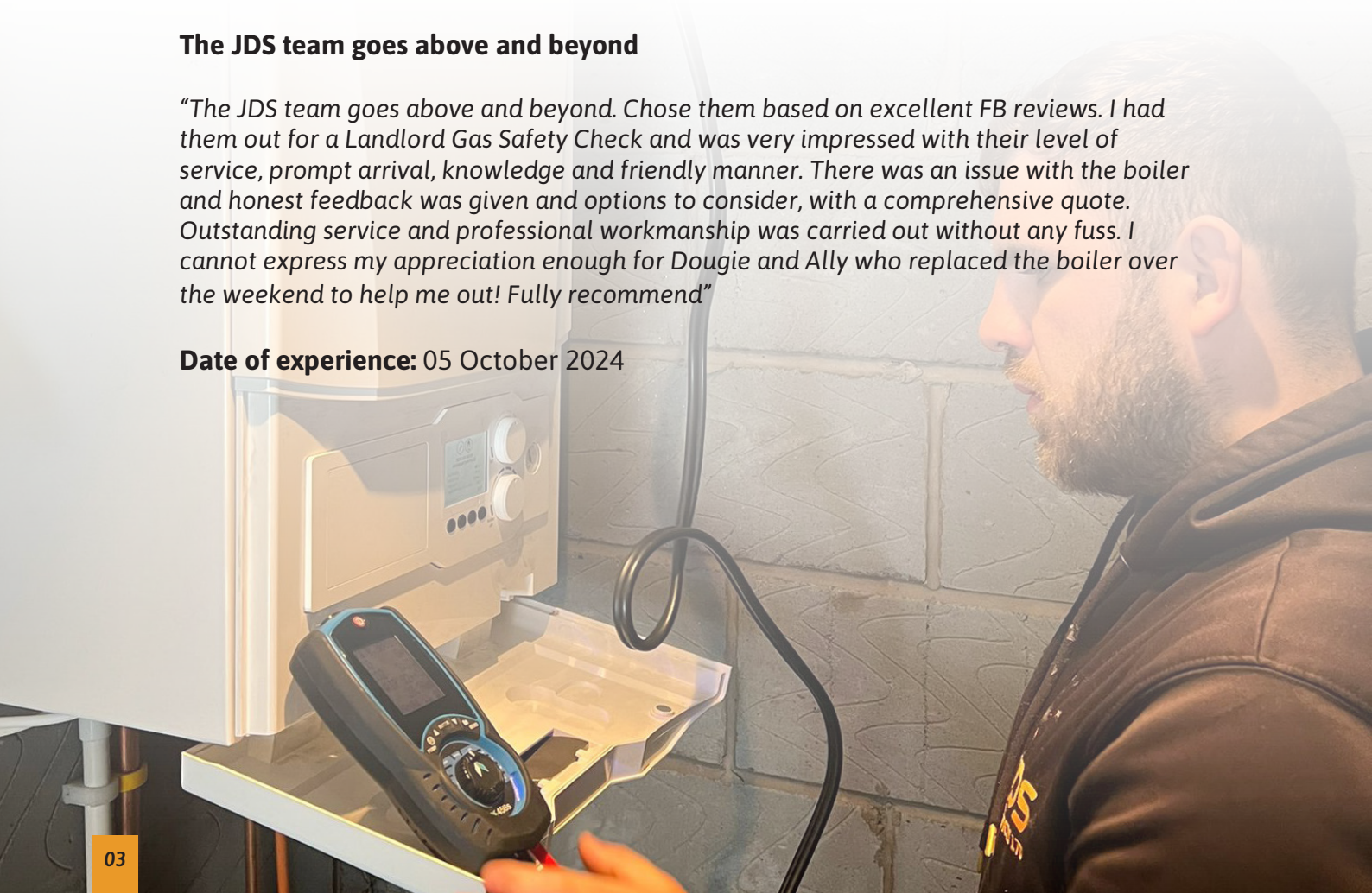
**Date of experience:** 28 November 2024

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### The JDS team goes above and beyond

*"The JDS team goes above and beyond. Chose them based on excellent FB reviews. I had them out for a Landlord Gas Safety Check and was very impressed with their level of service, prompt arrival, knowledge and friendly manner. There was an issue with the boiler and honest feedback was given and options to consider, with a comprehensive quote. Outstanding service and professional workmanship was carried out without any fuss. I cannot express my appreciation enough for Dougie and Ally who replaced the boiler over the weekend to help me out! Fully recommend"*

**Date of experience:** 05 October 2024







## Why choose a boiler care plan

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**A boiler care plan with JDS Gas Services is beneficial for several reasons:**

- 1. Preventative Maintenance:** Regular servicing ensures that your boiler runs efficiently, reducing the risk of breakdowns. Scheduled checks help identify and fix small issues before they become costly problems.
- 2. Extended Lifespan:** Boilers that receive proper care last longer. Routine maintenance helps keep all components in good working condition, potentially extending the life of your boiler.
- 3. Energy Efficiency:** A well-maintained boiler operates more efficiently, saving you money on energy bills. Ensuring it's clean and properly tuned can reduce energy waste.
- 4. Peace of Mind:** With a care plan, you'll have access to emergency repairs and priority service, so if something goes wrong, you're covered without the added stress of unexpected repair costs.
- 5. Safety:** Boilers, especially gas-powered ones, can be hazardous if not properly maintained. Regular inspections reduce the risk of carbon monoxide leaks, gas failures, or other safety issues.
- 6. Cost Savings:** Many boiler care plans include repairs and parts replacement, which can save you from expensive emergency call-out fees and unexpected repair costs.

In summary, a boiler care plan helps you keep your home warm, safe and energy-efficient while avoiding surprise repair bills.

## JDS Boiler Care plans

What the plans include:











Unlimited Repairs



Free Parts & Labour

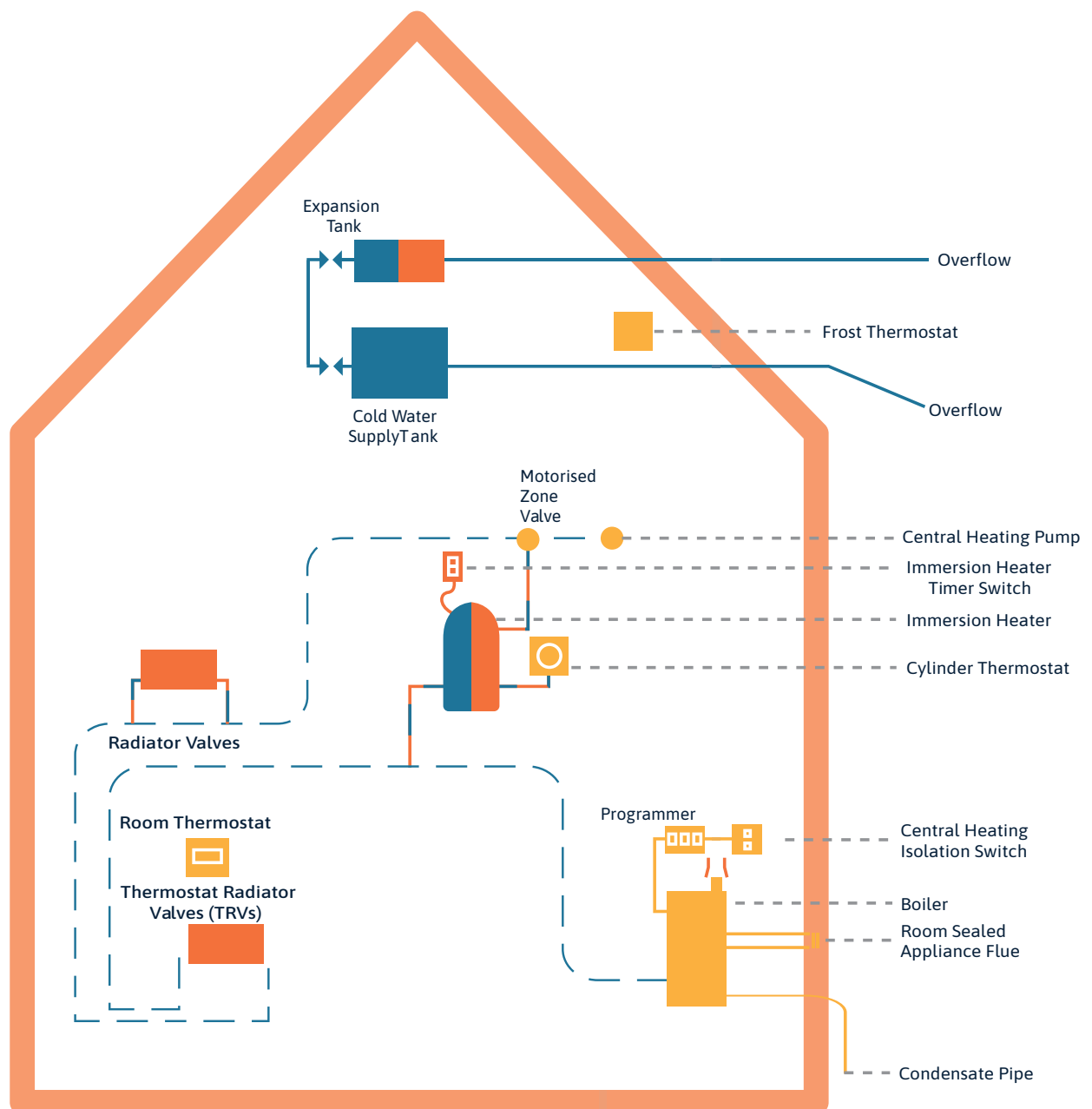


Priority Response Time

	New Boiler Care	Boiler Care	Boiler Care Plus
Annual Boiler Service			
Gas Safety Certificate			
Boiler Cover			
Central Heating & Controls Cover			

## Visual Overview

This color-coded diagram provides a visual overview of the specific items which are covered under each section of our cover plans - this can be used as a handy reference to understand what's covered.



## Boiler Service & Gas Safety Certificate

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### What's Covered:

- ✓ An annual service on your gas boiler.
- ✓ A visual inspection of your gas meter, gas pipework and gas boiler only.
- ✓ Certificate for your gas meter, gas pipework and any gas boiler installed at the property, which we'll email to you or your tenant (if you're a landlord).

### What's Not Covered:

- ✗ Repairs or a replacement of your gas meter, gas pipework or gas boiler.
- ✗ The cost of re-inspecting any of the failures detailed on your Gas Safety Certificate.
- ✗ Tests to appliances not provided, or identified, by the landlord as requiring testing.
- ✗ Tests to appliances where we can't gain access to the electrical connection point.



## Boiler

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### What's Covered:

- ✓ Repairs to a single, natural gas boiler in your property, that's designed for home use, not commercial use with a capacity of no greater than 70kW.
- ✓ Repairs to the flue including the flue terminal, up to one metre in length.
- ✓ A replacement boiler, if your current boiler cannot be repaired and is less than 7 years old at the time of your claim. The only exclusion to this is if your boiler caught fire or exploded providing, we have carried out your annual service since you joined JDS boiler care
- ✓ A replacement to the flue including the flue terminal, up to one metre in length.

### What's Not Covered:

- ✗ Boilers that are in need of repair or replacement at the time of sign up.
- ✗ Fixing your showers, their parts and shower pumps.
- ✗ Damage caused by limescale, sludge or other debris.
- ✗ Repairing or replacing the flue including the flue terminal for any open flued appliances or if the flue is over one metre in length, unless we installed it.
- ✗ Replacing or topping up your system inhibitor unless we've removed it.
- ✗ Repairing or replacing your central heating system unless applicable.
- ✗ Repairing or replacing your central heating system without heating cover.
- ✗ Repairing or replacing air or ground source heat pumps.

## Central Heating & Controls

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### What's Covered:

- ✓ Repairs to Cylinders and any immersion heater and it's wired in timer switch.
- ✓ Repairs to the heat and hot water system on your property including: Expansion tank, radiators, bypass and radiator valves.
- ✓ Repairs to the pipes that connect the central heating system.
- ✓ Replacement of parts of your central heating system if we can't repair them.
- ✓ Repair of controls that make the boiler work including the programmer, any thermostats, motorised zone valves and central heating pump.
- ✓ A replacement of the controls that make your heating work if we cannot repair them.

### What's Not Covered:

- ✗ Central heating that is in need of repair or replacement at the time of sign up.
- ✗ Fixing your showers, their parts and shower pumps.
- ✗ Damage caused by limescale, sludge or other debris.
- ✗ Underfloor heating and their associated controls.
- ✗ Repairing or replacing taps.
- ✗ Replacement of curved or designer radiators.
- ✗ Repair or replacement of electrical elements in radiators
- ✗ Replacing or topping up your system inhibitor unless we've removed it
- ✗ Any part of your boiler and controls which directly supplies a swimming pool.
- ✗ Repairing or replacing any network hub, smart speaker or voice-controlled device
- ✗ Any part of your boiler and controls which directly supplies a swimming pool.
- ✗ Underfloor heating and their associated controls

# Boiler in need of repair

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## Beyond Economical repair

When a boiler is beyond economical repair (BER), it typically means that the repair costs are so high that it would make more sense to replace the boiler instead of repairing it. Many engineers use certain guidelines to assess when a boiler is BER. Two common factors are:

- 1. Repair Cost Exceeds Half the Cost of a Replacement:** If the cost to repair your boiler is more than 50% of the price of a new, efficient boiler, it's usually considered BER. In such cases, the repair is often deemed not worth it because, in the long term, a new boiler will be more cost-effective. A new boiler would likely be more energy-efficient, reducing your running costs, and it would come with a warranty, offering more peace of mind.
- 2. Age of the Boiler (Typically Over 7 Years Old):** Boilers older than 7 years are often more prone to breakdowns, less efficient, and harder to repair. After about 7 years, the parts needed for repair may no longer be available, or they may be expensive to source. At this age, frequent repairs are more common, and replacing the boiler might be the most cost-effective option.

## Non-compliant/ Unsafe appliances

A boiler will not be covered under our boiler care plan if it is deemed unsafe or non-compliant with the current Gas Safe regulations. Ensuring your boiler meets safety standards is essential for your well-being, and we cannot provide ongoing coverage or maintenance until any necessary repairs or upgrades are made to bring the system into compliance. This policy is in place to protect both your safety and the integrity of the gas appliances in your home.

## Sludge / Magnetite

Issues caused by sludge or magnetite build-up will not be covered under our boiler care plan. These types of problems require specialized attention, and a separate quote will be provided to resolve them. We recommend regular system flushing or cleaning to maintain optimal boiler performance and prevent such issues from occurring.

## Non-Refundable diagnostic fee

If the company is unable to add the boiler to a contract or complete the necessary work, a non-refundable fee of £72 will apply. However, this fee can be credited as a discount towards a new boiler quotation. This ensures clarity regarding repair eligibility and outlines financial responsibility in different situations.

## Qualification Requirements

### 1. Boiler Details Check

- o Make and model
- o Age of the boiler
- o Type of boiler (e.g., combi, system)
- o Previous service and repair history

### 2. Inspection or Service

- **Pre-Plan Inspection:** We will require one of our qualified engineers to perform an inspection of the boiler before the plan can be activated. This inspection assesses the overall condition and functionality of the boiler.

### 3. Review of Plan Options

- **Service Plan Details:** our team will outline the types of care plans available, including:
  - o **Coverage:** What is included, such as breakdown cover, repairs, parts replacement, or annual servicing.
  - o **Exclusions:** Certain parts of the boiler or issues may be excluded (e.g., cosmetic damage, pre-existing faults).
  - o **Cost:** Pricing varies depending on coverage, boiler type, and the age of the system.

### 4. Agreement and Signing Up

- **Contract and Terms:** Review the terms and conditions of the care plan, including the duration (usually 12 months) and renewal procedures.
- **Payment:** Choose a payment option (monthly or annual). You may need to set up a direct debit or pay upfront.
- **Acceptance of Terms:** Once the terms are agreed upon and payment is processed, you'll be officially enrolled in the boiler care plan.



# Terms & Conditions

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## 1. Definitions and Interpretation

### 1.1 Key Definitions:

- **Consumer:** Defined under the Consumer Rights Act 2015.
- **Equipment:** Refers to the boiler, central heating system, or plumbing system to be serviced, as well as any new or replacement parts or equipment supplied.
- **First Service:** The initial visit after entering the contract, where eligibility for coverage is confirmed.
- **Materials:** The necessary items to perform the services, supplied as per the quotation.
- **Property:** The building (including attached structures like garages and conservatories) where services will be carried out.
- **Repair:** Fixing a fault or breakdown in your equipment.
- **Replace:** Replacing equipment or parts with functional equivalents (not necessarily the same make or model).
- **Services:** Includes power flush, boiler repairs, installation, or servicing.
- **Service Fee:** The fixed amount you must pay for the services.

### 1.2 Additional Interpretations:

- **Writing** includes emails and text messages.
- **You/Your:** Refers to the consumer or business customer listed in the contract, along with anyone residing at the property, including tenants. Only named persons can amend or cancel the contract.
- **Contract:** Refers to the maintenance contract between the consumer and the service provider, subject to these Terms and Conditions.
- **Terms and Conditions:** Refers to this document, which may be amended as needed.
- **Working Days:** Monday to Friday, 8 am – 5:30 pm, excluding public holidays.
- **Statute Reference:** Any legal statute mentioned is as amended or re-enacted at the relevant time.
- **Clause:** Refers to specific sections of the Terms and Conditions document.

### 1.3 Miscellaneous:

- **Headings** are for convenience and do not affect interpretation.
- Singular and plural forms are interchangeable based on context.
- Minor, non-aesthetic changes to materials can be made without consulting the customer.

## 2. QUOTATIONS

### 2.1 Placing an Order:

- You can order services through the company's website.
- The website will guide you through the process, allowing you to review and amend your order before submission.
- It is your responsibility to ensure the accuracy of your order before submitting it.

### 2.2 Acceptance of Terms:

- By placing an order, you agree to these Terms and Conditions, forming a legally binding contract.

### 2.3 Quotation Based on Information Provided:

- The quotation is prepared based on the information you provide.
- If any errors or discrepancies are found that affect the quoted price, the company reserves the right to adjust the quotation accordingly.

### 2.4 Working Hours:

- The quotation assumes that services will be carried out during normal working hours (Monday to Friday, 8 am – 5:00 pm, excluding public holidays).
- Any work required outside of these hours will incur additional costs.

### 2.5 Pre-existing or Design Faults:

- The quotation does not include coverage for any pre-existing faults or design faults present at the time your equipment was installed or added to the contract.
- This applies to faults that you have been previously informed about but haven't fixed, as well as issues that could not reasonably have been detected.

# Terms & Conditions Continued...

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## 3. FIRST VISIT

1. **First Visit Requirement:**  
The company will schedule a visit by an engineer to inspect the customer's equipment. During this visit, they will check if the equipment is on the company's approved list, estimate its age, and ensure it has no pre-existing faults.
2. **Condition for Coverage:**  
The company will not offer coverage until the first visit is completed and the equipment passes the inspection. The contract can only proceed if the company agrees to continue after this evaluation.
3. **Handling Non-Approved Equipment or Faults:**
  - If the equipment is not on the approved list or has pre-existing faults, the company will provide a quote for the necessary repairs.
  - The contract will not start until the customer addresses these issues, either through the company or a qualified third party.
  - The company reserves the right to refuse coverage for any other reason at their discretion.

## 4. TERMS OF COVER PLAN

1. **Contract Duration (4.1):**
  - The contract begins on the specified start date in the Services Agreement.
  - It has a minimum term of 12 months.
  - After the minimum term, the contract automatically renews on a rolling monthly basis unless cancelled or terminated according to clauses 9, 10, or 11.
2. **Service Fee Adjustments (4.2):**
  - After the initial 12-month term, the company can adjust the service fee.
  - Customers will receive at least 60 days' notice of any price change, providing them the opportunity to cancel if they wish.
3. **Changes to Property or Equipment (4.3):**
  - If there are changes to the property or equipment during the contract term, customers must notify the company as soon as possible.
  - The company may choose to include these changes in the contract and will issue an amended contract with the revised service fee and payment terms if accepted.
  - The contract does not automatically cover new equipment purchased during the term; such equipment needs to be explicitly added to the contract.
4. **Relocating to a New Property (4.4):**
  - If the customer moves to a new property, they must inform the company promptly.
  - The company can either start a new contract, transfer the current contract to the new address, or cancel the contract, based on their discretion.

## 5. FEES & PAYMENTS

1. **Service Fee Payment (5.1):**
  - The service fee must be paid according to the terms specified in the contract.
2. **Excess Payments (5.2):**
  - If the cover plan includes it, the customer may need to pay an excess fee for repairs not covered by the service fee.
  - This excess must be paid upfront when booking the repair work.
  - If a fault related to a previously fixed issue occurs within 6 months, no additional excess will be required, though the company will decide if the new fault is connected to the earlier one.
3. **Additional Services (5.3):**
  - The company will provide a quote for any additional services not included in the contract.
  - The customer must accept this quote in writing before the work can proceed.

# Terms & Conditions Continued...

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## **4. Late Payments and Interest (5.4):**

- Invoices must be paid within 7 days.
- Late payments, including failed Direct Debit payments, may incur daily interest until payment is received. The interest rate is 4% per annum above the Bank of England base rate.
- The company may also suspend services until payment is made.

## **5. Price Adjustments for Inflation (5.5):**

- Prices may be adjusted to reflect inflationary changes in operating costs.
- Adjustments will be based on the Consumer Price Index (CPI) or another relevant index determined by JDS GAS SERVICES LTD
- Customers can cancel their plans without any cancellation fees if they do not wish to continue after an inflation-based price adjustment.

## **6. Price Increases at Renewal (5.6):**

- Prices may increase upon renewal based on factors such as the age of the appliance, general usage, and material cost increases.
- The company will provide written notice of any price change at least 14 days before the renewal date.

## **6. SERVICES**

### **1. Customer Responsibilities (6.1):**

- The company may instruct customers to take steps to protect their property, such as removing valuable or delicate items from work areas.
- The company is not liable for damage resulting from the customer's failure to follow these instructions.

### **2. Access for Repairs (6.2):**

- If repairs require access under floors or behind walls, the contract covers up to £500 for access and restoration.
- The company is not responsible for pre-existing damage or replacing original surfaces like tiles, floor coverings, or grass.

### **3. Waste Disposal (6.3):**

- The company will dispose of waste resulting from services unless otherwise agreed.

### **4. Additional Works (6.4):**

- If additional work is required due to unforeseen circumstances (e.g., asbestos discovery), the company will provide a revised quote within 7 days.
- The customer has 14 days to accept the revised quote; if not accepted, the contract will be cancelled, and the customer will only pay for services provided up to the cancellation date.

### **5-6. Timeliness and Best Practices (6.5 - 6.6):**

- Services will be provided in a timely manner and according to industry standards.
- For services lasting more than one day, the company will try to keep the property habitable, tidy, and minimize disruptions.

### **7. Central Heating Flushing (6.7):**

- Flushing can expose previously undetected faults in the system, and the company is not responsible for any pre-existing conditions revealed during the process unless directly caused by them.

### **8-10. Boiler and Parts (6.8 - 6.10):**

- The company may make minor, non-aesthetic alterations to materials without consulting the customer.
- The customer assumes risk for materials upon delivery and is responsible for storing them safely.
- The company provides a guarantee limited to the manufacturer's warranty, contingent upon full payment.

### **10-13. Call-Outs and Repairs (6.11 - 6.13):**

- The company will respond to breakdown call-outs within 3 working days, with faster responses in emergencies.
- Necessary permanent repairs not covered by the plan will be quoted separately; refusal to proceed means the equipment will be removed from the contract.
- Equipment deemed irreparable or obsolete will no longer be covered.



## Terms & Conditions Continued...

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### **14. Boiler Replacement Policy (6.14):**

- Boilers less than 7 years old will be replaced if beyond economical repair.
- Boilers 7-10 years old (installed by the company) will also be replaced; if installed by another party, a £250 contribution will be provided.
- For boilers older than 10 years, a £150 contribution will be made towards a replacement provided by the company.

### **15. Annual Service (6.15):**

- The company will attempt to arrange the annual service up to 3 times through various contact methods.
- If no response is received, the customer can still arrange the service at their convenience.

### **16. Equipment Replacement (6.16):**

- Replacements will have similar functionality but may differ in features, make, model, or fitting type.
- Customers may provide their own replacement part, subject to the company's prior approval.

## **CONTRACT DOES NOT COVER**

### **17. Exclusions from Contract Coverage (6.17):**

- Damage Caused by Others (6.17.1): The contract does not cover repairs for any damage caused by the customer or anyone other than the company. The company may provide a repair quote or cancel the contract.
- Deliberate Damage or Misuse (6.17.2): The repair or replacement of equipment or parts that have been intentionally damaged or misused is not covered. The company will use expert judgment to assess the cause of damage.
- Cosmetic Damage (6.17.3): Minor cosmetic damage, such as scratches or rust that does not affect the functionality or safety of the equipment, is not covered.
- Damage from Utility Supply Issues (6.17.4): Damage resulting from changes or problems with the supply of gas, water, or electricity, including parts needing replacement due to poor water conditioning, is not covered.
- Extreme Events (6.17.5): Repairs or replacements due to extreme weather, flooding, structural issues, fire, explosions, or other incidents typically covered by household insurance are excluded.
- Accommodation and Other Costs (6.17.6): Costs for accommodation or other expenses incurred if the customer has to leave their property due to equipment faults are not covered.
- Improvements or Upgrades (6.17.7): The contract does not cover equipment upgrades or improvements, such as replacing functioning radiators or changing radiator valves to thermostatic ones.

### **18. Turning Off External Water Supply (6.18):**

- If the company is unable to turn off the external water supply stopcock to the property for a repair, it is the customer's responsibility to arrange for their water supplier to do so.

### **19. Guarantee on Equipment and Parts (6.19):**

- The company provides a guarantee on equipment and parts it supplies, limited to the extent of the manufacturer's warranty. This guarantee is contingent on full payment for the services provided.

### **20. Obsolete Parts and Beyond Economical Repair (6.20):**

- Definition: Equipment is considered beyond economical repair if the necessary parts are no longer available or if the repair cost exceeds 50% of the cost of a new installation. This determination is at the discretion of the company.
- Policy Cancellation: If equipment is deemed beyond economical repair, the company will notify the customer in writing and cancel the policy.
- Replacement Options: The customer will receive a quote for a like-for-like replacement (e.g., a combination boiler for a combination boiler).
- If the boiler is less than 7 years old, the customer is entitled to a £500 discount on the installation cost.
- If the boiler is 7-10 years old, the customer receives a £250 discount.
- If the boiler is over 10 years old, the customer is entitled to a £100 discount.

**7.1** You will always provide us with access to the Property and the Equipment during which we reasonably require such access to provide the Services. We require a person over the age of 18 to be present at the Property while we carry out the Services. If you are not at the Property when our engineer visits, you must make sure that there is someone else present who can give instructions to our engineer on your behalf.

**7.2** If we are unable to gain access to the Property or the Equipment in accordance with clause 7.1, this will be considered an aborted visit and we will charge for this at our standard rate in place at the time. It will be your responsibility to rearrange our visit.

## Terms & Conditions Continued...

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**7.3** You will ensure that all Equipment is used in an appropriate manner and, where relevant, in accordance with all guidelines and instructions issued by us and the Equipment's manufacturer.

**7.4** If your Equipment is covered by a third-party warranty, it is your responsibility to make sure that any Services we provide do not affect that warranty.

**7.5** You will take all reasonable precautions to protect the health and safety of our employees, agents, and sub-contractors while on your Property.

**7.6** If you rent out your Property, your tenants or your managing agents can call us directly to arrange an engineer's visit, providing you have given them permission to do so.

### **8. CUSTOMER OBLIGATIONS**

#### **1. Access to Property and Equipment (8.1):**

- The customer must provide access to the property and equipment as needed for the company to perform services.
- A person over the age of 18 must be present at the property while services are carried out.
- If the customer is not available, they must ensure someone else is present who can give instructions to the engineer on their behalf.

#### **2. Aborted Visits (8.2):**

- If the company cannot gain access to the property or equipment, this will be considered an aborted visit.
- The customer will be charged for the aborted visit at the standard rate.
- It is the customer's responsibility to rearrange the visit.

#### **3. Proper Equipment Usage (8.3):**

- The customer must use the equipment appropriately and follow any guidelines or instructions provided by the company and the equipment manufacturer.

#### **4. Third-Party Warranties (8.4):**

- If the equipment is covered by a third-party warranty, it is the customer's responsibility to ensure that the company's services do not affect this warranty.

#### **5. Health and Safety (8.5):**

- The customer must take reasonable precautions to protect the health and safety of the company's employees, agents, and subcontractors while they are on the property.

#### **6. Rental Properties (8.6):**

- If the property is rented out, tenants or managing agents can arrange for an engineer's visit, provided they have the customer's permission.

### **9. LIABILITY**

#### **1. Company Responsibility (9.1):**

- The company is liable for foreseeable loss or damage directly resulting from a breach of terms or negligence.
- Loss or damage is considered foreseeable if it is an obvious consequence of the breach or was contemplated at the contract's inception.
- The company is not liable for any unforeseeable loss or damage.

#### **2. Exclusions of Liability (9.2):**

- The company is not liable for:
- Damage caused by events beyond their control, as outlined in clause 11.
- Loss or damage to the property or equipment caused by the customer or any unauthorized third party.
- Damage or deterioration due to normal wear and tear.

#### **3. Non-Limitations of Liability (9.3):**

- The company does not limit or exclude liability for death, personal injury caused by negligence, or fraud.

#### **4. Insurance (9.4):**

- The company maintains suitable insurance, including public liability insurance, with details available upon request.

# Terms & Conditions Continued...

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## **5. Exclusion of Business-Related Losses (9.5):**

- The company is not liable for any loss of profit, business, business interruption, or loss of business opportunities.

## **6. Pre-Existing Faults (9.6):**

- The company is not responsible for any pre-existing faults or damage discovered during the provision of services.

## **7. Consumer Rights (9.7):**

- Nothing in these terms is intended to limit the customer's legal rights under consumer protection laws. Customers can refer to the local Citizens' Advice Bureau or Trading Standards Office for more information on their legal rights.

## **10. COOLING OFF PERIOD**

### **10. Cooling-Off Period (Consumers Only)**

#### **1. Statutory Right (10.1):**

- Consumers have a 14-day cooling-off period starting from the contract's formation.

#### **2. Cancellation During Cooling-Off Period (10.2 - 10.3):**

- Consumers can cancel within this period by notifying the company via post or email.
- The cancellation deadline is met if the notice is sent within the 14-day window.

#### **3. Refunds (10.4):**

- A full refund is provided for cancellations within the cooling-off period, using the original payment method, with no fees.

#### **4. Services During Cooling-Off Period (10.5):**

- If services are requested to start within the 14-day cooling-off period, consumers agree to:
- Lose the right to cancel if the services are completed within this period.
- Pay for services provided up to the point of cancellation if they cancel after work has begun.

## **11. CANCELLATION AFTER THE COOLING-OFF PERIOD AND FOR NON-CONSUMERS**

### **1. Minimum Contract Term (11.1):**

- The contract has a 12-month minimum term. Non-consumers or consumers cancelling after the 14-day cooling-off period must pay for services until the end of the 12-month period.

### **2. Automatic Renewal (11.2):**

- After the initial term, the contract renews monthly unless cancelled in writing with 30 days' notice.

### **3. Payment for Completed Work (11.3):**

- If cancelled after the cooling-off period and work has been performed, payment is required for services rendered, equipment or parts purchased, and any incurred costs.

## **12. TERMINATION**

### **1. Company's Right to Terminate (12.1):**

1. The company can terminate the contract if:
2. False information is provided.
3. The equipment is not on the approved list or parts are unavailable.
4. Access to the property is denied.
5. Advice, repairs, or improvements are not followed.
6. Payment is not made on time.
7. Abusive behaviour toward staff occurs.
8. The property is unfit or unsafe.
9. Unwarranted services are demanded that are not part of the contract.



# Terms & Conditions Continued...

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## **2. Payment Upon Termination (12.2):**

- If the company terminates the contract, the customer must pay for services provided, equipment or parts bought, and incurred costs.

## **3. Mutual Termination (12.3):**

- **Either party can terminate the contract if the other:**
  1. Materially breaches the contract and fails to remedy the breach within 14 days of notice.
  2. Goes into bankruptcy, liquidation, or has a receiver appointed for assets.

## **4. Contract Service Warranty (12.4):**

- Termination revokes any contract service warranty provided.

## **13. CONTACT DETAILS**

### **13. Contact Details**

- **1. General Inquiries and Complaints (13.1):**
  - Customers can contact the company for questions or complaints via email at [info@jdsgasservices.co.uk](mailto:info@jdsgasservices.co.uk)
- **2. Written Communication (13.2):**
  - In specific situations, customers must contact the company in writing.
  - Written communication can be sent either by email or by pre-paid post to the address specified at the beginning of the terms and conditions.

## **14. HOW WE USE YOUR PERSONAL INFORMATION**

### **1. Data Protection Compliance (14.1):**

- All personal information processed by the company will be handled in accordance with the General Data Protection Regulation (GDPR) 2016, the Data Protection Act 2018, and any amendments to these regulations.
- For more details, customers are directed to the company's privacy policy available on their website.

## **15. OTHER IMPORTANT TERMS**

### **1. Assignment of Contract (14.1 - 14.2):**

- The company may transfer its obligations and rights under these terms and conditions to a third party (e.g., if the business is sold) and will inform the customer in writing if this happens.
- The customer's rights and the company's obligations will remain unchanged even if transferred to a third party.
- The customer may not transfer their obligations and rights under the contract without the company's written permission.
- The contract is exclusively between the customer and the company and does not benefit any other person or third party.

### **2. Severability (14.3):**

- If any part of these terms is found to be unlawful, invalid, or unenforceable, it will be severed from the contract. The validity and enforceability of the remaining parts will not be affected.

### **3. Waiver of Rights (14.4):**

- Failure to exercise or enforce rights under these terms following a breach does not constitute a waiver of those rights for future instances.

## **15. Governing Law and Jurisdiction**

- These terms and conditions, as well as the contract, are governed by the laws of Scotland, and any disputes will fall under the jurisdiction of the Scottish courts.

## Customer Agreement

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I fully understand, accept, and agree to the following terms and conditions of this booklet in relation to my cover plan.

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I Agree

Date

Name

Signature

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## Exclusions (Beyond Economical Repair)

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I fully understand, accept, and agree to the following terms and conditions of this booklet in relation to my cover plan.

☐

I Agree

Date

Name

Signature

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Get in Contact



For all enquiries, you may find the quickest and easiest way is to call the office on: **07872 040 210**

Our lines are open:

**08:00 – 17:00 Monday – Friday**

**09:00 – 12:00 Saturday & Sunday**

You can also email for all enquiries or emergency outwith office hours: **[info@jdsgasservices.co.uk](mailto:info@jdsgasservices.co.uk)**

