



1st Call Gas Services Ltd
 3 Westbrook Court
 Sharrow Vale Road
 Sheffield, S11 8YZ

Tel: 0114 272 2586
 E-mail: info@1stcallgas.com

Dear Customer,

Boiler Maintenance Cover

Further to our conversation we enclose a schedule containing details of our Boiler Maintenance Cover Packages (“**Schedule**”). In addition to the terms set out in the Schedule, the following terms are deemed to be incorporated to the contract formed between 1st Call Gas Services Limited (“**1st Call**”) and you on acceptance of our Boiler Maintenance Cover (“**Contract**”).

What you need to do:

Please read through this letter and the Schedule setting out the levels of Boiler Maintenance Cover available. Please then select the appropriate level of cover by ticking the relevant box below:

Service Cover (£9.00) **Basic Cover (£17.00)** **Full Cover (£23.00)**

Once you have chosen the appropriate level of cover please fill out the details below (please use additional pages if more than one property is to be included in the cover):

Property Address:	
Make and Model of Boiler:	
Age of Boiler (if known)	
Date of Last Service (if known)	
Your Full Name:	
Contact Telephone Number(s):	
Email Address:	

Please tick this box to confirm that you are not aware of any existing faults with your System

Gas Safe: 212840
 VAT No: 865 7189 74
 Company No: 528 6559



Constructionline



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Please then sign this letter and return it to 1st Call with the completed direct debit mandate. 1st Call will then contact you to confirm if an inspection is required.

Definitions

“1st Call” means 1st Call Gas Services Limited.

“System” means the parts and appliances as set out in the Schedule of the relevant package.

Payment

The price per property shall be the relevant sum set out in the attached Schedule. The price is an annual fee payable in 12 installments and shall be paid by direct debit, monthly in advance, on the first day of each month.

Term

The Contract will commence on the date the first monthly direct debit payment is received by 1st Call following, if required, a satisfactory inspection of your System. The Contract will automatically renew on the anniversary of the date of the Contract unless it is terminated as set out below (“Yearly Term”).

Cooling Off Period

You have the right to cancel the Contract within seven working days of its commencement by written notice to 1st Call. Any monies paid to 1st Call shall be refunded in full within 14 working days of receipt of that notice.

Termination

The Contract can be terminated by:

1. 1st Call, immediately and without notice to you, if the direct debit is cancelled or a direct debit payment is not received by the date on which it is due;
2. 1st Call on written notice to you if your System has become uneconomical to repair or parts become obsolete (in 1st Call’s reasonable opinion) or if you have provided 1st Call with false information relating to your System; or
3. You on service of written notice to 1st Call.

On service of written notice by 1st Call the Contract shall end on the last day of the month in which the notice was served.

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If the Contract is terminated by 1st Call (whether in accordance with paragraph 1 or paragraph 2 on page 2) then the balance of the annual fee shall be payable on the date the Contract is terminated.

On service of written notice by you the Contract shall end on the last day of the Yearly Term in which you serve that notice, unless terminated earlier by 1st Call in accordance with paragraph 2 on page 2.

Limitation of Liability

Except as set out in this letter and the attached details, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

1st Call shall not be liable for any loss of profit, or any indirect or consequential loss. 1st Call's total liability in respect of all other losses shall not exceed the sum of £700.00.

Nothing in these terms shall limit or exclude 1st Call's liability for fraud or fraudulent misrepresentation, or for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors.

Quality of Goods

1st Call shall not be liable for any products used by 1st Call failing to be fit for purpose if the failure arises:

- Because you fail to follow 1st Call's instructions as to the use or maintenance of the products;
- Because of you or a third party altering or repairing the products without the consent of 1st Call; or
- As a result of fair wear and tear, wilful damage or negligence.

Yours faithfully

1st Call Gas Services Limited

Please sign and return this form along with the direct debit mandate, acknowledging your receipt and acceptance.

Signed:

Dated:

1st Call Gas Services Ltd. is authorised and regulated by the Financial Conduct Authority FRN 842708. We are a credit broker not a lender and have a facility with one lender.

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