

Boiler Maintenance Service Contract

THIS AGREEMENT is made on the date set out in the First Schedule hereto between **WEST GAS LIMITED** ("WGL") whose registered office is situate at 36 Maxwell Road, Ashford, Middlesex, TW15 1RN and the Customer referred to in the Second Schedule ("the Customer")

IT IS HEREBY AGREED that:

1. The Customer will pay to WGL the annual sum referred to in the Third Schedule ("the Annual Sum") by standing order.
2. In consideration of the above payment WGL shall provide at the Property referred to in the Fourth Schedule:
 - a) a yearly gas safety inspection of the Customer's boiler
 - b) an annual boiler service
 - c) a 24 hour, 365 day manned customer helpline for assistance with boiler care.
3. The Annual Fee covers time, labour and parts in or immediately associated with the boiler e.g.. pump, programmer, timers and associated electrical temperature controls but does not include radiators, thermostats attached thereto or pipework.
4. WGL warrants that it will use its reasonable endeavors to attend on any call out within two hours of receipt of request. A copy of WGL's Mission Statement is annexed.
5. This contract shall continue from year to year subject to cancellation:
 - a) either party by giving one month's written notice to the other. If cancelled by the Customer with less than six months of the contract unexpired, no refund of the annual payment shall be payable.
 - b) automatically within seven days of the due date of the standing order for the annual sum, if the said payment should not be made, is dishonored or rescinded.

FIRST SCHEDULE

"Date" The _____ day of _____ 200_

SECOND SCHEDULE

"The Customer" _____

THIRD SCHEDULE

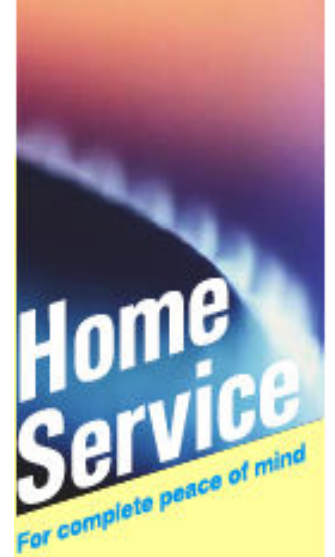
"The Annual Sum" _____

FOURTH SCHEDULE

"The Property" _____

Signed on behalf of WGL
(Print Name)

Signed by or on behalf of the Customer
(Print Name)



36 Maxwell Road, Ashford,
Middlesex TW15 1RN

Telephone:
0800 155 8572 [24hr]

Fax: 01784 244284

Email:
webinfo@westgasltd.co.uk

**The Boiler Maintenance
Service you can Trust**

WEST GAS GENERAL TERMS AND CONDITIONS

1. The works. Included in West Gas offer are those specifically detailed in our estimate and are based on the information made available to us at the time the estimate was prepared. Any works required other than those described in the estimate will be subject to an extra charge, unless otherwise agreed in writing.

We will provide all labour, materials, plant and equipment necessary for the proper execution of the works, except those materials and/or works specifically excluded.

2. Standards and workmanship. Materials used in the works will be those normally available in the area and where applicable will comply with the current British Standards Specification. Workmanship will generally be in accordance with the current British Codes of Practice or materials manufacturers recommendations/instructions and recognised trade practice as appropriate. Please note that where works of a repair/reinstatement nature are carried out on an existing building, particularly an older, then those works may not necessarily conform to the latest relevant codes of practice.

3. Hours of Working. This estimate is based upon the works being carried out during normal working hours, of Monday to Friday, 8.00am to 5.00pm, with free and uninterrupted access at all times.

4. Completion of Works. Any date agreed for the completion of the works is subject to alteration in the event of delays occurring through inclement weather, strikes or lockouts affecting the industry, additions or variations to the works or any other cause beyond our control.

5. Insurances. The usual public and Employers liability insurances are held by us and details will be provided on request. The insurance of the works, materials on site, existing buildings, any contents, stock, etc. against all the normal risks is the responsibility of the employer and must be arranged before commencement of any works. We may require evidence of this cover.

6. Prime Cost Sums. Any prime cost (PC) sums included in our estimate have had an allowance made against them to cover cost of, delivery and handling charges, builders work and attendance as applicable and overheads and profit. Unless otherwise stated, PC sums and the allowance for overheads and profit are subject to adjustment in our final account against the actual cost incurred. Our current standard rate for overheads and profit is 10%.

7. Provisional Sums. Any provisional sums included in our estimate are inclusive of all costs incurred and the addition of overheads and profit, unless otherwise stated. Provisional sums are subject to adjustment in our final account against the actual costs incurred. Our current standard rate for overheads and profit is 10%.

8. Variations and Additional works will only be carried out in accordance with written instructions (or verbal instructions subsequently confirmed in writing by ourselves given by the employer or his agent. Except where a price is agreed in writing to West Gas before commencement of any variation or additional works, they will be valued on a pro-rata basis to the original estimate or a daywork basis as relevant to the type of work. Dayworks will be priced in accordance with West Gas current daywork rates (as held at our office) except where other rates have been agreed in writing.

9. Special Conditions, may be applicable to certain types of work and these will be detailed in writing for your agreement prior to final acceptance of our estimate.

10. Terms. This estimate is strictly nett and is open for acceptance for a period of 28 days from the date submitted. Value added tax is not included in our estimate and will be added to all accounts as appropriate under the Statutory Regulations. A provisional assessment may have been given or will be provided on request.

11. Payment of Interim Applications, when submitted, is to be made within seven days of issue of final accounts within fourteen days of issue. Any default in making payments as above will result in the addition of compact interest charges at the rate of 2.5% per month or part thereof on the amount overdue.

12. Building Regulations. This offer is made on the details currently supplied to us and on the understanding that you either have, or will obtain the necessary formal Building Regulation approval for the proposed works. Should the Local Authority, or any other officially appointed Supervising officer, Representative or Building inspector require any work to be uncovered, altered or details amended to comply with Building Regulations, then the costs arising will be accounted for as an addition to the contract sum and we, the contractor, are to be fully reimbursed.

13. Existing Facilities. We have assumed that the existing water, electrical supplies and sanitary facilities may be used by ourselves free of charge for duration of the work.

14. Acceptance of this estimate implies acceptance of these general conditions that may have been submitted. No other conditions and terms will apply unless expressly agreed by us in writing prior to commencement of the works.

