



DATED

2015

SUPPLY OF SERVICES TERMS AND CONDITIONS

Kingstown Works Limited (KWL)

19.10.2015

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OUR TERMS

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Boiler	means gas boilers only;
Event Outside Our Control	is defined in clause 9.2;
Initial Inspection	our Initial Inspection to your property will determine whether we are able to provide the Services to you or not;
Annual Service	the service of your gas boiler on the date as agreed with us;
Service Agreement	your service agreement for the Services (excluding the initial inspection) as set out overleaf;
Materials	the goods or materials We may use as a result of the Services, as set out in the service agreement;
Services	the services that We are providing to you as set out in the service agreement (excluding the initial inspection);
Make Good	minor repairs that may be required to your property as a direct result of the Services up to the value of £20.00;
Terms	the terms and conditions set out in this document; and
We/Our/Us	Kingstown Works Limited of Unit 2 Connaught Road, Kingswood, Hull, HU7 3AP registered under company number 05867235.

1.2 When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

2. Our contract with you

2.1 These are the terms and conditions on which We supply Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Service Agreement and in these Terms are complete and accurate before you sign the Service Agreement. If you think that there is a mistake please contact Us to discuss. We will confirm any significant or important changes in writing to avoid any confusion between you and Us.

2.3 When you sign and submit the Service Agreement to Us, this does not mean we have accepted the Service Agreement. Our acceptance of the Service Agreement will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Service Agreement.

2.4 These Terms will become binding on you and Us when We contact you that We are able to provide you with the Services, which We will also confirm in writing to you, at which point a contract will come into existence between you and Us.

2.5 If any of these Terms conflict with any term of the Service Agreement, the Service Agreement will take priority.

2.6 We shall assign an order number to the Service Agreement and inform you of it when we confirm the Service Agreement. Please quote the Service Agreement number in all subsequent correspondence with Us relating to the Service Agreement.

3. Changes to order or terms

3.1 We may revise these Terms from time to time in the following circumstances:

3.1.1 changes in relevant laws and regulatory requirements; and/or

3.1.2 if we need to revise our prices for any reason.

- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 10.
- 3.3 You may make a change to the Service Agreement for Services within 7 calendar days of placing the Service Agreement by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Service Agreement in accordance with clause 10.1 in these circumstances.
- 3.4 If you wish to cancel the Service Agreement before it has been fulfilled, please see your right to do so in clause 10.

4. Providing services

- 4.1 We will supply the Services to you for the period of one year from the date of the Initial Inspection set out in the Service Agreement unless We agree something otherwise with you in writing.
- 4.2 Before the expiry of this initial period of one year We will contact you to ask whether you wish to renew the contract and for Us to provide these Services to you for a further period of one year. Unless you tell Us when We contact you that you do not wish to renew or, if We are unable to contact you, We will only automatically renew the contract for another period of one year if you have chosen to pay by direct debit.
- 4.3 You may cancel your direct debit at any time and this contract will then end automatically but you may still be liable for the fees for the Services for the remaining part of the annual contract and We will either invoice you separately for this or deduct any fees you have already paid to Us in respect of an Annual Service for your Boiler.
- 4.4 If you have chosen to pay an annual fee We will also contact you to ask whether you wish to renew the contract and for Us to provide these Services for a further period of one year. If We agree with you that the contract can be renewed for a further period of one year then such renewal period shall start on the date we have confirmed to you in writing. If we are unable to contact you or you do not wish to renew then this contract will end automatically.

- 4.5 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.
- 4.6 We will need certain information from you that is necessary for Us to provide the Services, for example, you will need to tell Us your address. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 4.6, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any Services already carried out by Us.
- 4.7 We may have to suspend the Services if We have to deal with technical problems, for example failures in information technology. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.7 but this does not affect your obligation to pay for any Services already carried out by Us.
- 4.8 If you do not pay Us for the Services when you are supposed to as set out in clause 7.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute Services under clause 7.5). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.4.

5. Your obligations

You will have certain responsibilities towards Us. These are set out below:

- 5.1 if you move out of your home you will need to tell Us as soon as possible. Once We have received your new address details this contract will automatically terminate. We can set up a new contract at your new address (unless you have elected not to continue with the contract as you are reaching the end of the annual period and providing always that such new address is within the “HU” post code area);

5.2 you have to provide Us with safe access to your property and if We have arranged a time to visit to perform the Services you have to ensure that somebody over the age of 18 is there at all times. If We are unable to get access or if there is nobody at your property over the age of 18 We will have no responsibility to provide the Services under this contract;

5.3 We may from time to time advise on repairs to your Boiler or other systems or any aspects of the property that may impact on the Services as part of the service. If you do not follow Our advice it may mean that We need to cancel this contract as We have been unable to provide the Services for you. This will apply equally to upgrades as well as maintenance issues.

6. If there is a problem with the services

6.1 In the unlikely event that there is any defect with the Services or Materials:

6.1.1 please contact Us and tell Us as soon as reasonably possible;

6.1.2 please give Us a reasonable opportunity to repair or fix any defect.

6.2 If your Boiler breaks down within 14 days of a repair, you can arrange for a call back by an engineer who will attend free of charge to rectify the problem, However, if the breakdown is not connected to the original repair (it has broken down for other reasons) you will be charged for all materials and labour incurred if not covered within your Service Agreement.

6.3 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. Price and payment

7.1 The price of the Services (excluding the initial inspection) will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but this will not affect the Service Agreement that We have confirmed with you.

7.2 All prices include VAT. However, if the rate of VAT changes between the date of the Service Agreement and service delivery. We will adjust the rate of VAT that you pay,

unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

- 7.3 Where We are providing Services to you (excluding the Initial Inspection), We will ask you to select a payment option on your Order. You will either need to make an advance payment of 100% of the annual price of the Services or you will need to make a payment by direct debit every month on the date set out in the Order. We will invoice you for the Services upon confirmation of the Order. If you are making an annual payment or at the end of each month if you are paying by direct debit or credit/debit card your rights to a refund on cancellation are set out in clause 10. Each invoice for annual payments will quote the Order number. You must pay any outstanding balances in cleared monies within 30 calendar days of such sums becoming due. If you pay by direct debit or credit card and the contract is cancelled or terminated for any reason you will be liable to pay the fees for the Services on a pro-rata or full cost basis.
- 7.4 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 7.5 However, if you dispute a payment request in good faith and contact Us to let Us know promptly that you dispute it, clause 7.4 will not apply for the period of the dispute.
- 7.6 If you require Us to visit your premises during normal working hours (8am to 5pm Monday to Friday (excluding Public / Bank Holidays)) We will charge a minimum of £36 in all instances.
- 7.7 If you require Us to visit your premises outside of normal working hours (8am to 5pm Monday to Friday) We will charge you a minimum of £100 in all instances.

8. Our liability to you

- 8.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but

We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into this contract.

8.2 If We are installing the Materials and/or providing Services in your property, We will Make Good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

8.3 We only supply the Services or Materials for domestic and private use. You agree not to use the Services or Materials for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.4 We do not exclude or limit in any way Our liability for:

8.4.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

8.4.2 fraud or fraudulent misrepresentation;

8.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

8.4.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

8.4.5 defective Materials under the Consumer Protection Act 1987.

9. Events Outside Our Control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war

(whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

9.3.1 We will contact you as soon as reasonably possible to notify you; and

9.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

9.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than 12 weeks in accordance with Our cancellation rights in clause 10.

10. Your rights to cancel and applicable refund

10.1 You have the following rights to cancel the Service Agreement, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:

10.1.1 you may cancel any Service Agreement within 28 calendar days of the Initial Inspection by contacting Us. We will confirm your cancellation in writing to you;

10.1.2 if you cancel a Service Agreement under clause 10.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you;

10.1.3 however, if you cancel a Service Agreement for Services under clause 10.1.1 and We have already started work (including the Annual Service) you will pay Us any costs We have reasonably incurred in starting to fulfil the Service Agreement, and this charge (which may include the

charge for the Annual Service) will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Service Agreement because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

- 10.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 10.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
 - 10.3.1 We break this contract in any material way and We do not correct or fix the situation within 14 calendar days of you asking Us to in writing;
 - 10.3.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;
 - 10.3.3 We change these Terms under clause 3.1 to your material disadvantage;
 - 10.3.4 We are affected by an Event Outside Our Control.

11. Our rights to cancel and applicable refund

- 11.1 If We have to cancel a Service Agreement before the Services start:
 - 11.1.1 due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens;
 - 11.1.2 if We have to cancel a Service Agreement under clause 11.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.
- 11.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in

writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11.3 Where We have already started work on your Service Agreement for Services by the time We have to cancel under clause 11.1.1 We will not charge you anything.

11.4 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

11.4.1 We are unable to provide the Services due to a discovery made by Us, for example an infestation, which means We are unable to provide the Services;

11.4.2 you do not pay Us when you are supposed to as set out in clause 7.3. This does not affect Our right to charge you interest under clause 7.4;

11.4.3 you break the contract in any other material way and you do not correct or fix the situation within 7 calendar days of Us asking you to in writing;

11.4.4 you provide Us with misleading information;

11.4.5 you do not give Us access to your property;

11.4.6 there are health and safety issues at your property or if We are not able to find parts that are required to allow Us to perform these Services;

11.4.7 you do not fulfil your obligations set out in clause 5; or

11.4.8 If We tell you that improvements are needed in order for Us to provide the Services and these are not completed.

11.5 For the avoidance of any doubt the cancellation rights noted in this clause 11 and clause 10 do not apply to the Initial Inspection.

12. Information about Us and how to contact Us

12.1 We are a company registered in England and Wales. Our company registration number is 05867235 and Our registered office is at Kingstown Works Limited, Unit 2 Connaught Road, Kingswood, Hull, HU7 3AP. Our registered VAT number is 897810666.

12.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01482 318434 or by e-mailing Us at protect@kingstownworks.co.uk or alternatively by visiting our website www.kingstownworks.co.uk.

12.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by recorded delivery to Kingstown Works Limited at Unit 2, Connaught Road, Kingswood, Hull, HU7 3AP and/or protect@kingstownworks.co.uk We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by recorded delivery to the address you provided to Us in the Service Agreement.

13. How We may use your personal information

We will use the personal information you provide to Us to:

13.1 provide the Services;

13.2 process your payment for such Services; and

13.3 inform you about similar Materials or Services that We provide, but you may stop receiving these at any time by contacting Us.

14. Other important terms

14.1 To enter into a Service Agreement you must be the owner and occupier of the property where the Boiler is located.

14.2 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

14.3 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

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

- 14.5 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.
- 14.6 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 14.7 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.