



156 Rutland Road, Sheffield, S3 9PP  
Tel: 0114 272 2586 E-mail: info@1stcallgas.com

Dave Turner Mobile: 07811 539490 Leon Stones Mobile: 07881 620980

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 1<sup>st</sup> Call Gas Services Limited (“**1<sup>st</sup> 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**
- Basic Cover**
- Full Cover**

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:	





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

Please then sign this letter and return it to 1<sup>st</sup> Call with the completed direct debit mandate [in the enclosed pre-paid envelope]. 1<sup>st</sup> Call will then contact you to confirm if an inspection is required.

### Definitions

“1<sup>st</sup> Call” means 1<sup>st</sup> 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 instalments 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 1<sup>st</sup> 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 1<sup>st</sup> Call. Any monies paid to 1<sup>st</sup> Call shall be refunded in full within 14 working days of receipt of that notice.

### Termination

The Contract can be terminated by:

1. 1<sup>st</sup> 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. 1<sup>st</sup> Call on written notice to you if your System has become uneconomical to repair or parts become obsolete (in 1<sup>st</sup> Call’s reasonable opinion) or if you have provided 1<sup>st</sup> Call with false information relating to your System; or
3. you on service of written notice to 1<sup>st</sup> Call.



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

If the Contract is terminated by 1<sup>st</sup> Call (whether in accordance with paragraph 1 or paragraph 2 above) 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 1<sup>st</sup> Call in accordance with paragraph 2 above.

**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.

1<sup>st</sup> Call shall not be liable for any loss of profit, or any indirect or consequential loss. 1<sup>st</sup> 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 1<sup>st</sup> 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**

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

- because you fail to follow 1<sup>st</sup> 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 1<sup>st</sup> Call; or
- as a result of fair wear and tear, wilful damage or negligence.

Yours faithfully

**1<sup>st</sup> Call Gas Services Limited**

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

Signed: .....

Dated: .....

VAT No: 865 7189 74



Company No: 528 6559