

VERVE Gas Boiler Services Limited

General Terms and Conditions of Supply of Goods and Services for VERVEcare.

The Customer's attention is particularly drawn to the provisions of clause 12.

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7. Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the terms set out in the VERVEcare offer.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier. Deliverables: the deliverables set out in the Order. Delivery Location: has the meaning set out in clause 4.2.

Fixed Period: means the period of 12 months from the commencement of the Contract in which the Customer is locked into the Contract. Force Majeure Event: has the meaning given to it in clause 14.1.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out [the Customer's purchase order form OR overleaf OR the Customer's written acceptance of the Supplier's quotation OR in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be].

VERVEcare (Bronze, Silver & Gold): A maintenance contract for a monthly fee fixed for 12 months. Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: VERVE Gas Boiler Services Limited registered in England and Wales with company number 10945674.

1.2. Construction. In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its [personal representatives,] successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (e) a reference to writing or written includes faxes [and e-mails].

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2. BASIS OF CONTRACT

- 2.1. The Order constitutes an offer by the Customer to purchase VERVEcare in accordance with these Conditions and the VERVEcare offer.
- 2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier that is not set out in the Contract.
- 2.4. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 14 Business Days from its date of issue.
- 2.7. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1. The Goods are described in the Supplier's job report.
- 3.2. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

- 4.1. The Supplier shall ensure that:
 - (a) each delivery of the Goods is followed by a job report which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2. The Supplier shall deliver the Goods to the Customer at their home or office in the case of a commercial customer (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that a Force Majeure Event causes such failure the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6. If the Customer fails to accept or take delivery of the Goods within 5 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods: (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7. If 5 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

- 5.1. The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period),] the Goods shall:
- (a) conform in all material respects with their description
 - (b) be free from material defects in design, material and workmanship; and (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2. Subject to clause 5.3, if:
- (a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
 - (b) the Supplier is given a reasonable opportunity of examining such Goods the Supplier shall, at its option, repair or replace the defective Goods.
- 5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

6. TITLE AND RISK

- 6.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2. Title to the Goods shall not pass to the Customer until
- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(m); and
 - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7. SUPPLY OF SERVICES

- 7.1. The Supplier shall provide the Services to the Customer as set out in its VERVEcare in all material respects.
- 7.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1. The Customer shall:
- (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) prepare the Customer's premises for the supply of the Services; and
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

8. CUSTOMER'S OBLIGATIONS

8.2. If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1. The Customer will pay a fixed monthly fee for VERVEcare as agreed with the Supplier for a Fixed Period of 12 months from the date the Contract commences.

9.2. If the Customer cancels the Contract within 14 days of the start of the Contract the Customer will receive a full refund unless the Supplier has carried out work for the Customer. If the Supplier has carried out any work then the Supplier shall charge for the work (Goods and Services) that has been carried out.

9.3. The charges for Goods and Services shall be on a time and materials basis: (a) the charges shall be calculated in accordance with the Supplier's standard daily fee rates;

(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 worked on Business Days;

(c) the Supplier shall be entitled to charge an overtime rate of 10 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.3(b); and

(d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.4. The Supplier reserves the right to:

(a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12- month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase;

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.5. The Customer shall pay monthly on 1st of each month.

9.6. The Contract will renew automatically each year unless cancelled.

9.7. The Supplier reserves the right to increase its standard monthly fees for VERVEcare Bronze, VERVEcare Silver, & VERVEcare Gold

9.8. The Customer will be notified of any price increase 14 days before the renewal of the Contract.

9.9. If the Customer breaches the Contract it must pay each invoice submitted by the Supplier:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.10. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.11. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above Barclay's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.12. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Supplier shall own all Intellectual Property Rights in or arising out of or in connection with the Services.
- 10.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.3. All Supplier Materials are the exclusive property of the Supplier.

11. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12. EXCLUSIONS AND LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (e) defective products under the Consumer Protection Act 1987.
- 12.2. Subject to clause 12.1:
- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
 - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed its insured
- 12.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4. The Supplier excludes those Goods and Services described more particularly in its VERVEcare brochure from the Contract.
- 12.5. For the avoidance of any doubt the replacement of a boiler or unit is excluded from this Contract.
- 12.6. This clause 12 shall survive termination of the Contract.

13. TERMINATION

- 13.1. Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 30 days' written notice following the end of the Fixed Period and thereafter.
- 13.2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing to do so;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply];
 - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
 - (d) a petition is led, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) the other party (being an individual) is the subject of a bankruptcy petition or order;

13. TERMINATION

- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - (h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(b) to clause 13.2(i) (inclusive);
 - (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - (l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.4. Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13.5. On termination of the Contract for any reason other than is set out in 13.1 above

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables that have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses that expressly or by implication have effect after termination shall continue in full force and effect.

13. TERMINATION

14.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3. If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

14. FORCE MAJEURE

14.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3. If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

15.1. Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2. Notices.

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9 am on the second Business Day after posting .

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.3. Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4. Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6. Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

15.8. Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.9. Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non- contractual disputes or claims).

All Plans include Emergency call out with no excess to pay.

Providing the item at fault is covered by your level of plan.

What is covered under VERVEcare

All Plans include and annual boiler service once a year

BRONZE:

Gas Boiler inc controls:
Gas Boiler (Single domestic under 70kW output)
Boiler Flue inc. the terminal to a maximum 1m in length
Central heating pump
Central heating Timer/Programmer
Cylinder thermostat
Mid position or central heating & hot water motorised valves
Room thermostat

SILVER: (INC BRONZE)

Central heating pipework inc valves
Expansion Tank (inc Ball Valve)
Filling Loop
Radiators
Radiator Valves inc TRV's

GOLD: (INC BRONZE & SILVER)

Portable Water Pipework inc associated valves located after the internal mains stop cock
Cold Water Storage Tank inc Ball Valve
Hot Water Cylinder (vented or unvented)
Immersion Heater
Recirculation Hot Water Pump
Basin Tap Repairs
Bath/ Shower Tap Repairs
Toilet Siphons & Filling Valves
Gas Pipework
Drains & Pipework
Sink & Basin Traps

Initial Inspection

This will take place within the first 30 days of taking out your VERVEcare cover in order to:

- Inspect your property and appliances to make sure they are suitable for our cover.
- Identify any exclusions which may need to be built into your contract.
- Ensure your appliances are in suitable and safe locations to be worked on.

Your Annual Boiler Service

As part of your cover you will receive an annual boiler service each year which will include:

All Boiler Services are carried out in accordance with the manufacturers instructions and include:

- Visual Inspection of your boiler to identify any signs of any water leaks
- Check for any gas leaks
- Check the correct gas pressure while in operation
- Check your boiler is burning the correct amount of gas
- Check the gasses produced by the boiler to make sure its safe
- Clean condense trap
- Check your boiler controls to make sure everything is working as it should
- Check ventilation is correct for the boiler
- Check the expansion vessel inside the boiler
- Clean Magnetic System Filter
- Inspect boiler casing seals
- Inspect the main heat exchanger
- Inspect the burner
- Inspect all moving components

Rented Properties

If you taking out cover for a rented property there will be an extra charge of £1 added onto the above stated pricing. For this additional fee you will receive:

- An Annual CP12 Landlord Safety Certificate included in your plan (for 2 appliances Boiler & Cooker/Hob)
- Any Gas Fires will be charged at an additional £2 per month
- Annual Inspections will take place at the same time every year

Access for Repairs & Making Good

In the event that a repair requires us to make access through a floor or ceiling then this policy will cover the following:

- 1st 3 hours labour to gain access to the repair (any additional time required to make access will be chargeable at our standard labour rates)
- The repair itself providing the damage has not been caused by subsidence, structural repairs of defects, accident, fire, flood, lighting, storm or freezing weather conditions.

If we are required to remove any carpet, laminate/solid wood flooring or tiling then we will not reinstate these after the repair, however we will make sure all floorboards are put back and secured.

Spare Parts

- We will only use genuine approved spare parts.
- Parts replaced may not be from the same manufacturer but will be of a similar quality and standard with the exception of taps & radiators.
- We work from a standard approved list of spares for replacement radiators, valves & taps, should you wish for an item outside of this list we are happy to fit it providing you cover the cost of the item itself.
- Should we find that spare parts are no longer available for items such as your boiler then we shall supply a quotation to replace the boiler.

Gas Pipework

Only copper Pipework & vales will be covered between the gas meter and your appliances.

Basin & Bath Taps

- We will repair taps providing we can identify the make and model of tap & spare parts
- The Spare parts are available from the manufacturer

Shower Repairs

- We will carry out any labour as part of your contract cover but the cost of parts will be chargeable. Any making good will not be included.
- Electric & pumped shower units are not covered under this contract.

Working Hours

- Our standard working hours are 08:00 - 17:00 Monday - Friday exc. Bank Holidays
- Outside of this we do operate an emergency call out service

Jobs & Duration

We will always try to get your system back up and running in the shortest time possible, it may not always be possible to fix any faults on the first visit, if this is the case then we will make sure we get the 2nd visit booked in with minimal delay.

Appointments

- Appointments will be arranged in either an AM (08:00-12:00) or PM (12:00 - 17:00) basis.
- An adult aged over 18 years of age must be present at the property
- Pets must be kept away from our engineer while working for the safety of your pet and our engineer at work

Points to Note

- We/Us/Our refers to VERVE Gas Boiler Services Ltd
- You/you refers to the customer detailed in the contract
- We reserve the right to amend our terms & conditions at any time, any changes will be communicated with 30 days notice

Any Items not forming part of contract coverage as detailed in the above unless confirmed by VERVE Gas Boiler Services Ltd

General Exclusions

- Any items not supplied and chosen by VERVE Gas Boilers Services Ltd
- Non standards items such as individual taps, decorative radiators and towel radiators supplied by the customer will not be guaranteed by us.
- Any costs incurred by you for carried out by yourself or a 3rd party which was not authorised by us.
- Any works required due to changes in regulations and/or health & safety guidelines.
- Any part of your property outside of your main home, eg. Outbuildings, garages, sheds (these may be covered for an additional charge, and only if stated in your contract)
- Any plumbing or heating systems attached or intended for use with a swimming pool either inside our detached from your property
- Any making good required to a surface after a repair has been completed, this will be quoted for as additional work.
- Any works which may involve working in an area which we suspect may contain any hazardous materials such as asbestos.
- Water leaks due to or through grout, silicone seals, tiling or any other surfaces are not covered under this agreement.

General Exclusions

- Any upgrades required to bring your property or installation in line with current regulations.
- Any repairs or replacement of a boiler flue if over 1m in length and containing any flue extensions
- Any damage caused by a third party e.g. damage caused by another contractor carrying work in your property.
- Standard maintenance items for which you are responsible e.g. setting of programmers, & thermostats, topping up of your system pressure and the changing of batteries.
- Any Faults or Breakdowns caused by lime scale, dirty water or sludge build up.
- Any Gas Appliances other than your gas boiler
- Any Commercial products in your property such as commercial central heating pumps.
- Any Source of electrical heating.
- Any smart energy controls unless they have been installed by VERVE Gas Boiler Services Ltd
- Any 3rd Party Installation Faults
- Decorative & non standard radiators
- Decorative chrome radiator valves
- Underfloor heating system inc associated items such as manifolds, pipework, pumps, zone valves & controls (thermostats)
- Water Softeners
- Mains pressure boosting items (cylinders & pumps) & shower pumps
- Lead & Steel Pipework & fittings
- Any frozen pipes which have not resulted in confirmed damage
- Drains outside of the property or below ground level
- Repairing or unblocking of drains shared with another property.
- Any smoke and carbon monoxide alarms.
- Any losses incurred by you such as time off work or extra cost for heating your home.
- No claims can be made in the first 14 days from the contract start date.
- Any risks or items normally insured under household or other insurances.]