

# Terms and Conditions

By using DL Gas and Maintenance Ltd services, you accept these Terms and Conditions.

Please read these Terms carefully as they contain important information about your rights and obligations when using our services, and in respect of Limitation of Liability. In these Terms, we use various defined terms.

These Terms were last updated 04/03/2023.

## 1. Information about Us

- 1.1. www.dlgasandmaintenance.com is owned and operated by DL Gas and Maintenance LTD. We are a limited company registered in England and Wales under company number 14047768.
- 1.2. Our address is 131 Rainhill Way, E3 3EF.
- 1.3. To contact Us by email, please email [info@dlgasandmaintenance.com](mailto:info@dlgasandmaintenance.com) or to contact Us by telephone, please call 02033702019.

## 2. How these Terms apply

- 2.1. By using the Website or our services you are agreeing to comply with these Terms. If you do not agree to these Terms, you must stop using the Website immediately.
- 2.2. Use of the Website includes accessing, browsing or registering for the Website.
- 2.3. We reserve the right to change these Terms at any time. If we do so, we will take reasonable steps to make you aware of any changes to the Terms, by posting them on the Website or via email correspondence. Any changes made to these Terms will apply to use of the Website and our services the first time you use it after the changes have been implemented. You are advised to check these Terms every time you use our Website.
- 2.4. These Terms refer to the following, which also apply when using the Website:
  - 2.4.1. **Privacy Notice and Cookie Policy**
  - 2.4.2. **Terms and Conditions of Service and Sale**

## 3. Our Services

- 3.1. It is your responsibility to make the necessary arrangements in order to make sure our engineers have access. Where access is not granted, and our engineers arrive at your premises you will be charged for one hour labour.
- 3.2. Access to our services is provided on "as available" basis. We may reschedule an appointment with 24 hours' notice and that is the same for our clients. We do not guarantee that our engineers will always be available or that first time fix is always possible. If our engineer/s misdiagnose an appliance we must be given an opportunity to correct the issue.

3.3. Where possible we will try to give you advance warning of delays in obtaining an appliance/s or parts to complete a job. If obtaining parts or appliances are delayed due to no fault of DL Gas and Maintenance Ltd, we will not be held liable for any loss suffered. DL Gas and Maintenance Ltd require a deposit of £100 for the first hour to secure a job each time you book a job with us. On completion of the job, we require the balance to be paid before our engineer/s leave your premises. Once payment has been made an invoice will be sent via email or post. Quotes are valid for 5 working days once sent to your email. Parts are paid for in advance and where the job labour is over £400, we require 50% payment in advance.

#### **4. Accounts**

- 4.1. Certain features on the Website, including the ability to purchase service or goods from Us, may require setting up an Account.
- 4.2. Only Users aged 18 or over may create an Account. If you are under the age of 18 and wish to use the features of our Website that require an Account, you must have a parent or guardian's permission to create the Account under their supervision.
- 4.3. When creating an Account, the information you provide to Us must be accurate and complete in all respects. If any of your information changes, it is your responsibility to ensure that your Account is kept up to date.
- 4.4. It is your responsibility to keep your Account details safe. You must not share your Account details with anyone else. If you believe your Account is being used by someone else without your permission, please change your password immediately and/or contact Us.
- 4.5. You must not use another person's Account.
- 4.6. All personal information provided by you in your Account will be collected, used, and held in accordance with our **Privacy Policy and Cookie Notice**.
- 4.7. We reserve the right to suspend or terminate your Account or access to the Website if, in Our reasonable opinion, you have breached these Terms.

#### **5. Use of the Website and Intellectual Property**

- 5.1. You are permitted to use the Website and the material contained in it only as expressly authorised by Us and in accordance with these Terms, as may be amended from time to time.
- 5.2. We provide access to and use of the Website on the basis that we exclude all representations, warranties and conditions to the maximum permitted by law.
- 5.3. All Content included on the Website and the copyright and other Intellectual Property Rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.4. You agree that you will not use our Intellectual Property Rights, in any way other than allowed under these Terms and any infringement by you of our Intellectual Property Rights will be a breach of these Terms.

- 5.5. Copying, downloading, storing or printing the materials on the Website for any reason other than in accordance with clause 5.8 is expressly prohibited.
- 5.6. You agree that you will not (and will not assist or facilitate any third party to) otherwise reproduce, modify, copy, distribute, transmit, publish, display, commercially exploit, or create derivative works from any of the materials on the Website.
- 5.7. You may access, view, and use the Website in a web browser (including any web browsing capability built into other types of software or app) and you may download the Website (or any part of it) for caching (this usually occurs automatically).
- 5.8. Provided that you comply with the other provisions of this clause, you may print one copy and download extracts of any page(s) from the website:
  - 5.8.1. for personal use; or
  - 5.8.2. to draw attention to the Content of the Website to members of your organisation.
- 5.9. You may not:
  - 5.9.1. use any Content from the Website for commercial purposes without first obtaining a licence from Us. This does not prevent the normal access, viewing, and use of the Website for general information purposes by business users or consumers;
  - 5.9.2. alter or modify the printed copies, downloaded extracts, or downloaded saved Content in any way. Images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text.
- 5.10. You must not modify, adapt, translate, reverse engineer, decompile, or disassemble any code of programme used by or in connection with the Website.
- 5.11. We reserve the right to:
  - 5.11.1. make changes to the information or materials on the Website at any time;
  - 5.11.2. temporarily or permanently change, suspend or discontinue any aspect of the Website including the availability of any features, information, database or Content, or restrict access to part of or the entire website without notice or liability to you or any third party.
- 5.12. You may only use the Website in a lawful manner and must ensure that you comply fully with any and all local, national, or international laws and regulations that apply.
- 5.13. You must not use the Website in any way, or for any purpose, that is unlawful or fraudulent.
- 5.14. You must not use the Website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind.
- 5.15. You must not attempt to gain unauthorised access to any part of the Website, the server on which the Website is stored, or any other server, computer, or database connected to the Website.
- 5.16. You must not attack the Website by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.

- 5.17. By breaching the provisions of clauses 5.13 to 5.15, you may be committing a criminal offence under the Computer Misuse Act 1990.
- 5.18. If you fail to comply with the provisions of this clause 5, you will be in breach of these Terms, and We may take one or more of the following actions in response:
  - 5.18.1. Suspend or terminate your right to use the Website;
  - 5.18.2. Issue you with a written warning;
  - 5.18.3. Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 5.18.4. Take further legal action against you, as appropriate;
  - 5.18.5. Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 5.18.6. Any other actions which We deem reasonably appropriate (and lawful).

## **6. Links to our Website**

- 6.1. You must not create a link to the Website from any other website, document or any other source without first obtaining our prior written consent.
- 6.2. Subject to clause 6.1:
  - 6.2.1. Links to the Website must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
  - 6.2.2. You must not link to the Website in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).
  - 6.2.3. Your link should not use any logos or trademarks displayed on the Website without Our express written permission.
  - 6.2.4. You must not frame or embed Our Site on another website without Our express written permission.
  - 6.2.5. You may not link to the Website from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.
- 6.3. We have no obligation to inform you if the address of the Webpage changes and it is your responsibility to ensure that any link you provide is at all times accurate.
- 6.4. We reserve the right to withdraw our consent without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

## **7. External links**

- 7.1. Links to other websites may be included on our Website. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.

7.2. The inclusion of a link to another website on Our Website is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

## **8. Disclaimer**

8.1. The Content of the Website is provided for general information purposes only and does not constitute advice on which you should rely.

8.2. We make reasonable efforts to ensure that Our Content on the Website is complete, accurate, and up to date, but to the extent permitted by law, we make no warranties, representations, or guarantees (express or implied) that this will always be the case. Please note that this does not apply to information concerning services or goods for sale through the Website. Please refer to our Terms and Conditions of Sale, for more information.

8.3. If you are a business user, we exclude all implied representations, warranties, conditions, and other terms that may apply to the Website and Content.

8.4. We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, we do not guarantee that this is the case.

8.5. You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

## **9. Limitation of liability**

9.1. The provisions of this clause 9 apply only to the use of the Website and not to the sale of goods. The sale of goods is governed by our Terms and Conditions of Sale.

9.2. Nothing in these Terms excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

9.3. If you are a business user (i.e. you are using the Website in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website or the use of or reliance upon any Content included on the Website.

9.4. If you are a business user, we accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

9.5. If you are a consumer, nothing in these Terms affects your legal rights. You can obtain advice about your legal rights from Citizens Advice Bureau.

9.6. If you are a consumer, we are responsible for foreseeable loss or damage which you suffer as a result of a breach by Us of these Terms or as a result of Our failure to act with reasonable care and skill. Loss or damage is foreseeable if it is obvious, it will happen or if, at the time the contract was made, both We and you knew it might happen. We are not responsible for unforeseeable losses.

## 10. Use of Personal Data

We will only use your personal information as set out in Our **Privacy Notice and Cookie Policy**.

## 11. General

Each of the sub-clauses of these Terms should be considered separately. If any of these Terms are found to be unenforceable, invalid, or illegal, the rest of these Terms will continue to have full effect.

## 12. Governing Law and Jurisdiction

- 12.1. The Website is controlled and operated in the United Kingdom.
- 12.2. These Terms are governed by and construed in accordance with the law of England and Wales.
- 12.3. If you are a consumer, any dispute or claim that arises out of or in connection to the use of the Website and any breach of these Terms or its subject matter or formation (including non-contractual disputes or claims) shall be determined by your residency, subject to the jurisdiction of England, Wales, Scotland or Northern Ireland.
- 12.4. If you are a business, the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection the use of the Website and any breach of these Terms or its subject matter or formation (including non-contractual disputes or claims).

## 13. Definitions

In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Account”</b>	means an account required to access certain features on Our Site, as set out in Clause 4;
<b>“Content”</b>	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, the Website;
<b>Intellectual Property Rights</b>	means copyright (including design copyrights), trademarks, patent, database and other intellectual property rights and similar proprietary rights which include (without limitation), all rights in software, design, materials, works, techniques, computer programmes, source codes, data, technical information, trading business names, goodwill, services marks, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an inventions, confidential information, know-how and any research effort relating to BUSINESS NAME, moral rights and any similar right in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world).