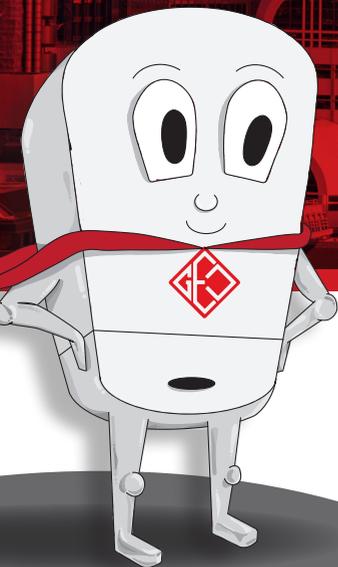
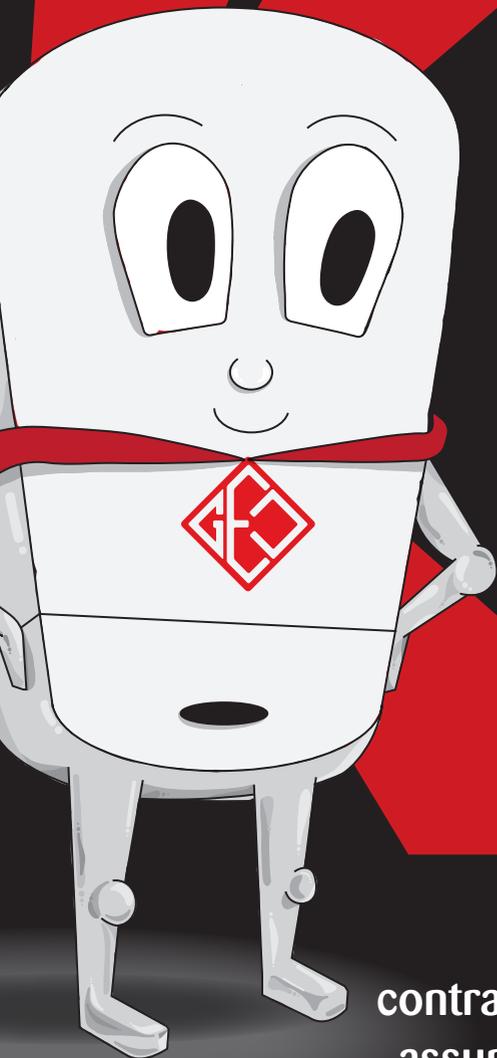


HOME SERVICE CONTRACT RESCUE

Relax, we have a peace of
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Avoid the hassle and unexpected central heating breakdowns with us by your side, if you want complete peace of mind and complete service contract for your home, choose GEO GAS Services.

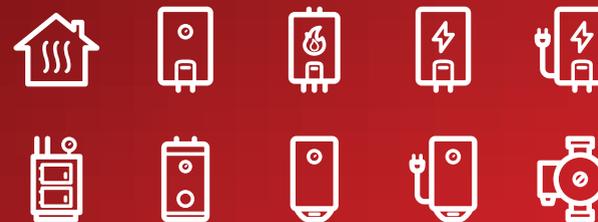
This booklet gives you everything you need to know about the service contracts we have in place. All contracts are subject to our service & repair terms which can be found in our terms and conditions and on our website

If you have any questions about these contracts then please do not hesitate to contact us.

Aaron Stewart, CEO, Founder

“Whichever GEO GAS home contract you choose, you can rest assured that our service contract will look after you and your home”

JUST SOME OF OUR PACKAGE BENEFITS



PRICES FROM **£19** PER MONTH

- ✓ Annual boiler service
- ✓ Heating & plumbing
- ✓ 24/7 helpline
- ✓ 24hr response time
(unless Elderly or children under the age of 4 then it will be sooner)
- ✓ No extra charges on heating, plumbing
- ✓ No extra charges for drainage claims
- ✓ Gas Safe Registered
- ✓ Unlimited call outs (excluding drains)
- ✓ All parts and labour covered*
- ✓ New parts always used
- ✓ Peace of mind that GEO Gas has £5 million liability cover
- ✓ Landlord packages available

Includes landlord safety inspection Including inspection on all gas appliances and pipework. Includes certificates.

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Our peace of mind contracts

All contracts include 24/7 helpline
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GEO STARTER

Our Starter package covers your boiler, central heating. You also get an annual boiler service too.

What's covered

Boiler & Central Heating System

- ✓ Gas fired central heating boiler, flue and controls
- ✓ Thermostats, heating controls, circulating pumps and motorised valves
- ✓ Time clock or programmer
- ✓ Hot water, feeds, expansion tanks, cylinders and immersions
- ✓ Radiator and valves
- ✓ Pipes and fittings

Heating & boiler cover £1500 max per claim

Annual boiler service

- ✓ A visual check of the boiler
- ✓ The boiler being fired safely to identify any working faults
- ✓ A flue gas analysis efficiency test
- ✓ Opening up the boiler and inspecting it if necessary
- ✓ Checking the flue and ventilation are following Gas Safety (Installation and Use) Regulations
- ✓ Checking and adjusting the system pressure
- ✓ Cleaning the condensate trap
- ✓ Visually checking and bleeding radiators, if necessary
- ✓ A visual check of the hot water cylinder
- ✓ Confirmation in writing that the service has been carried out

The Annual boiler service does not form part of the contract

Things we don't cover

- ✗ Pre-existing, system design or installation faults
- ✗ Underfloor heating and controls
- ✗ Repairs are limited to £300 in the first three months of your service contract
- ✗ If your boiler is 7 years old or more when you take out the policy, your monthly premium will increase by £2.00
- ✗ Damage caused by weather or freezing
- ✗ Repair or replacement of the boiler should the engineer determine that it is beyond economical repair or if new manufacturer or manufacturer-approved replacement parts are not available for the make/model of the boiler specified in your policy schedule
- ✗ Damage caused by or arising from sludge, scale and other debris in the central heating system and related pipework
- ✗ Damage arising as a result of disconnection from, re-connection to or interruption of the gas or water mains services to your home
- ✗ Any water supply pipe or fresh water and gas pipework beneath or inside any building or outbuildings that can not be Accessible.
- ✗ Shared drains
- ✗ Damage caused when your home is unoccupied for more than 30 days in a row
- ✗ We do not cover Guest Houses/B&Bs

24hr
call out
Guaranteed

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Our peace of mind contracts

All contracts include 24/7 helpline
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GEO COMPLETE

Our complete service contract has all the same fantastic benefits of our Starter service contract but for extra peace of mind and cover it also includes your gas and water supply pipe, plumbing and internal drains.

24hr
call out
Guaranteed

What's covered

Boiler & Central Heating System

- ✓ Gas fired central heating boiler, flue and controls
- ✓ Thermostats, heating controls, circulating pumps & motorised valves
- ✓ Time clock or programmer
- ✓ Hot water, feeds, expansion tanks, cylinders and immersions
- ✓ Radiator and valves, pipes and fittings

Heating & boiler cover £1500 max per claim

Plumbing

- ✓ The hot and cold water pipes internal to your home between the stopcock and your taps or appliances. £60 extra charges for all taps and toilets

Water Supply

- ✓ From and including internal stopcock Providing outside stopcock is available and working to supply point. (only pipes that can be Accessible) £1000 max claim

Annual boiler service

- ✓ A visual check of the boiler
- ✓ The boiler being fired safely to identify any working faults
- ✓ A flue gas analysis efficiency test
- ✓ Opening up the boiler and inspecting it if necessary
- ✓ Checking the flue and ventilation are following Gas Safety (Installation and Use) Regulations
- ✓ Checking and adjusting the system pressure
- ✓ Cleaning the condensate trap
- ✓ Visually checking and bleeding radiators, if necessary
- ✓ A visual check of the hot water cylinder
- ✓ Confirmation in writing that the service has been carried out

The Annual boiler service does not form part of the contract

Internal drains

- ✓ Blocked or leaking internal drains and waste pipes. £1,000 claim limit

Things we don't cover

- ✗ Pre-existing, system design or installation faults
- ✗ Underfloor heating and controls
- ✗ Repairs are limited to £300 in the first three months of your service contract
- ✗ If your boiler is 7 years old or more when you take out the policy, your monthly premium will increase by £2.00
- ✗ Damage caused by weather or freezing
- ✗ Repair or replacement of the boiler should the engineer determine that it is beyond economical repair or if new manufacturer or manufacturer approved replacement parts are not available for the make/model of the boiler specified in your policy schedule
- ✗ Damage caused by or arising from sludge, scale and other debris in the central heating system and related pipework
- ✗ Damage arising as a result of disconnection from, re-connection to or interruption of the gas or water mains to your home
- ✗ Any water supply pipe or fresh water and gas pipework beneath or inside any building or outbuildings that can not be Accessible.
- ✗ Shared drains
- ✗ Damage caused when your home is unoccupied for more than 30 days in a row
- ✗ We do not cover Guest Houses/B&Bs

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Terms & Conditions

Contract comprises:

- The Services Brochure.
- The Contract Details.
- These Conditions.
- The Order Confirmation (and any subsequent Order Confirmation(s)).

SUPPLY OF MAINTAINANCE & REPAIR SERVICES – TERMS & CONDITIONS

Part 1 – Contract Details:

Call Out: Any request by a Customer to the Supplier to carry out any Services under a Services Contract.

Conditions: The terms and conditions governing the Services or Work set out in part 2 below.

Contract: The contract between you (the Customer) and us (the supplier) for the Services or Work which comprises the Order Confirmation and the Conditions.

Charges: The charges payable by you for the supply of the Services by us which are:

- confirmed in our Order Confirmation (including in any subsequent Order Confirmation to the Customer prior to continuation of any Services Contract for more than 12 months under clause 4 (a) of the Conditions).
- payable immediately on completion if they relate to Excluded Work.
- payable by equal monthly instalments on the 1st day of each calendar month for Service Contract Work (the first such payment to be made on first day of the next calendar month after the Contract Start Date)

Contract Start Date: The date the contract between us for the Work starts as set out in the Order Confirmation.

Customer: The person named in the Order Confirmation (also referred to in these conditions as 'You')

Customer's address: The address set out in the Order Confirmation.

Excluded Work: Any Work which is not Service Contract Work.

Order Confirmation: Any confirmation by us to you of any agreed Services Contract or Work (which may be verbal provided it is then confirmed in writing).

Parts: Any existing component(s) which form part of the System and any which are required to complete any Work other than Excluded Parts.

Supplier: Geo Gas Services London Limited (Company No. 09115378) whose registered office address is 84 High Street Harlesden, London, NW10 4SJ

Services: The services under the Services Contract detailed in the Order Confirmation including any Work required under any Call Out.

Services Contract: Any Contract to inspect, repair and maintain your System on receipt of a Call Out which is to continue for 12 months (or more) and includes our Geo Starter Contract, Geo Complete Contract and Landlords Complete Contract (as specified in our Order Confirmation) and detailed in the Services Brochure.

System The central heating and/or hot water system (including the boiler and radiators) on which the Work are to be or have been carried out by us (which in the case of a new system is specified in the Order Confirmation).

Work: Any work carried out or to be carried out by us to your System for you, including the supply and fitting of any Parts or any new System or any Annual Service, under a Work Contract or a Services Contract (as specified in our Order Confirmation).

Work Contract Any Contract which is not a Services Contract and includes any Contract for Excluded Work.

Part 2 - Conditions:

1. This Contract is made up of the following:

- The Order Confirmation.
- The Services Brochure.
- The Contract Details.
- These Conditions.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. The Contract is for Works and/or Services (as specified in the Order Confirmation) and is not a contract for insurance of the System or any Parts or Excluded Parts or any Services or Works.

Agreed terms

3. Interpretation

3.1 Definitions:

Annual Service: The servicing of the System in each 12 month period in accordance with the manufacturers requirements.

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

Economic Repair: The cost of Parts from the Supplier's usual merchants (including VAT) which does not exceed 75% of the price of a boiler of the same or similar make and model to the boiler used in the System.

Emergency Call Out: A Call Out which is required to remedy: a) water leaking from the System in quantities likely to cause material damage to the contents or structure of the Customer's premises if not remedied within 24 hours or; b) a System which is not providing heat and/or hot water in circumstances where: i) the Customer is elderly or has any children under the age of 4 years and ii) the System is the Customer's only or primary source of heating and/or hot water for their premises.

Excluded Parts: Any of the following: under floor heating or controls, Parts which: (i) are damaged by weather or freezing or sludge or scale or debris or vermin or insects or due to the Customer's premises being unoccupied for more than 30 continuous days or; (ii) are damaged through dis-connection or re-connection to the mains or interruption of the mains or; (iii) are the responsibility of any utility provider or person other than the Customer or; (iv) are pipes beneath any building or out building or are shared with any neighbour or separate household or; (v) are damaged through accidental damage and/or damage in respect of which the Customer or another person is insured for the repair or replacement of such Parts or; (vi) are subject to latent pre-existing defects or design faults at the Contract Start Date or; (vii) which are specified as approved for the System but are no longer generally manufactured or supplied by UK plumbing merchants or; (viii) are electrical or electronic parts or components and/or wiring and/or parts which can only be lawfully inspected, serviced, repaired or replaced by a suitably qualified electrician or; (viii) any Parts which are required to be replaced due to any legislative or regulatory change or manufacturer's guidance issued after the Contract Start Date or; (viii) any parts in or comprising a remote control central heating system, designed to operate the System by mobile phone and/or other device or; any filter or similar device for the purpose of removing sludge, scale or other debris from the System.

Fair Call-out Value: The maximum value of the Services to be provided under a Services Contract in any 12 month period which shall (unless a different sum is agreed in the Order Confirmation) be £1,500 (ex VAT).

Services Brochure: The Supplier's brochure detailing the types of Services Contracts available at the Contract Start Date as provided to the Customer prior to that date.

3.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to **writing** or **written** includes email.

4. Commencement and term

Each Contract shall commence on the Contract Start Date and:

(a) in the case of any Services Contract shall continue for 12 months, unless terminated earlier in accordance with its terms, and shall then continue until either party gives to the other written notice to terminate, expiring on or after the first (and each subsequent) anniversary of the Services Start Date;

(b) The notice to terminate under the preceding clause 4(a) shall be either:

(i) With immediate effect if from the Customer to the Supplier and given within 15 Business Days of receipt the Supplier's Order Confirmation confirming any change in the Charges for any period after any anniversary of the Services Start Date (in which event the change in the Charges shall not apply); or

(ii) With effect from 3 months of the giving of such notice by either party to the other party.

(c) in the case of any Work Contract shall, unless terminated earlier in accordance with its terms, continue until the Work has been completed.

5. Supply of services

5.1 The Supplier shall carry out all Services for the Customer from the Services Start Date in accordance with the Services Contract.

5.2 The Supplier shall carry out all Work for the Customer from the Services Start Date in accordance with the Work Contract.

5.3 Subject to the conditions set out in clause 5.5, the Supplier shall:

- perform the Services or Work with reasonable care and skill;
- use reasonable endeavours to perform the Services or Work in accordance with the Contract;
- comply with all applicable laws, statutes, regulations and codes from time to time in force provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;
- observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to the Supplier, provided that the Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

5.4 Unless otherwise expressly agreed in any Order Confirmation, when providing any Services or Work under a Contract the Supplier shall not be required to:

(a) Repair or replace any Excluded Parts; or

(b) In the case of a Services Contract, carry out Services which exceeds in value (based on the Supplier's prevailing rates for applicable labour and parts) the Fair Call-out Value; or

(c) Carry out any Services or Works to any System when it is beyond Economic Repair.

5.5 Time shall not be of the essence for the Supplier to carry out any Services or Work save that the Supplier shall use all reasonable endeavours in respect of any Emergency Call Out to ensure:

(a) If the System is leaking water, that the leak is stopped (which may mean turning off the mains supply until any Parts can be repaired or replaced) within 24 hours of the Call Out; and

(b) Repairing or replacing any Parts as soon as reasonably possible and, wherever possible, within 48 hours.

6. Customer's obligations

6.1 The Customer shall:

(a) not require any Services or Work under any Contract unless they are the owner of the premises in which the System is installed or is to be installed or (if not the case) have obtained the Owners consent to the Contract for such Services or Work and each Call Out under a Services Contract.

(b) co-operate with the Supplier in all matters relating to the Services or Work;

(c) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises and other facilities as reasonably required by the Supplier (including electricity for power tools, adequate lighting, use of a WC and a parking space or permit, where required);

(d) provide, in a timely manner, such information as the Supplier may reasonably require, and ensure that it is accurate and complete in all material respects; and

(e) ensure the Supplier can carry out the Services or Work with all necessary tools and equipment without distraction, interruption or risk to the safety of the Supplier's personnel.

(f) not carry out any Work to the System during the period of any Services Contract (nor allow any other person to do so except the Supplier) unless agreed by the Supplier in writing.

(g) Not transfer the benefit (or obligations) any Contract to any other person without the Supplier's prior written consent.

6.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:

(a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;

(b) be entitled to payment of the Charges despite any such prevention or delay; and

(c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

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Terms & Conditions

7. Charges and payment

7.1 In consideration for the provision of the Services or Work, the Customer shall pay the Supplier the Charges in accordance with this clause 7.

7.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

7.3 The Supplier shall submit its invoices for the Charges plus VAT if applicable to the Customer:

- (a) Within one month of the Contract Start Date for all the Charges payable under a Services Contract (but which shall be payable by monthly instalments as set out in the Order Confirmation).
- (b) Within one month of the anniversary of the Contract Start Date for all the Charges payable under a Services Contract which continues for more than 12 months of the first such anniversary (but which shall be payable by monthly instalments as set out in the Order Confirmation).
- (c) upon completion of the Work for all the Charges payable under a Work Contract (which shall be payable immediately by the Customer upon receipt).

7.4 The Customer shall pay each invoice due and submitted to it by the Supplier to a bank account nominated in writing by the Supplier (and in the case of a Services Contract by direct debit or standing order).

7.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 9 (Termination):

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 15% a year above the Bank of England base rate from time to time; and
- (b) the Supplier may suspend all Services or Work until payment has been made in full; and
- (c) the Supplier can in writing require the Customer to pay in full all Charges payable under a Service Contract immediately (and in this event the Customer shall lose the right to pay the Charges by monthly instalments under the Services Contract).

7.6 All amounts due under the Contract from the Customer to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Limitation of liability

8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5m (five million pounds) per claim or in the aggregate for all claims arising under any Contract. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and

8.3 Subject to clause 8.1 and clause 8.2, the Supplier's total liability to the Customer shall not exceed the higher of either the amount insured for under clause 8.2 in respect of such liability (or if less the amount the Supplier's insurer's agree to pay in accordance with their obligations) or the total Charges in the contract year in which the breaches occurred.

For the purposes of this clause 8.3:

- (a) **contract year.** A contract year means a 12-month period commencing with the date of the Contract or any anniversary of it;
- (b) **total charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of Works or Services actually supplied by the Supplier, whether or not invoiced to the Customer; and
- (c) **total liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

8.4 This clause 8.5 sets out specific heads of excluded loss and exceptions from them:

- (a) Subject to clause 8.2 and clause 8.3, the types of loss listed in clause 8.4(b) are wholly excluded by the parties
- (b) The following types of loss are wholly excluded:
 - (i) Loss of profits.
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.

8.5 Unless the Customer notifies the Supplier that they intend to make a claim in respect of an event within the notice period the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 15 Business Days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without affecting any other right or remedy available to it, 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 the Contract on the due date for payment.

9.3 On termination of the Contract for whatever reason:

- (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 been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
- (c) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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].

10. General

10.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings.

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

10.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 10.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 Waiver.

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.6 Severance. 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.

10.7 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (if an unincorporated business) or home address (if an individual non-business customer); or
 - (ii) sent by email to an email address provided by that party.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid national postal mail or other next working day delivery service, at 11.00 am on the second Business Day after posting;
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.8(b)(iv), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.8 Third party rights.

- (a) The Contract does not give rise to any rights for a third party to enforce any term of the Contract.
- (b) The rights of the parties to terminate or vary the Contract are not subject to the consent of any other person.

10.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England.

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

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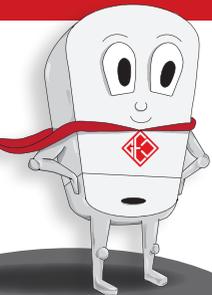
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