

## Wayman Heating - Landlord CP12 Terms & Conditions

Business Name: Wayman Heating

Email: waymanheating@gmail.com

Gas Safe Registration: 974637

Jurisdiction: England & Wales

### 1. Legal Responsibility

Under the Gas Safety (Installation and Use) Regulations 1998, the landlord is solely responsible for ensuring all gas appliances, flues, and pipework are safe and inspected every 12 months.

Wayman Heating acts only as the inspecting engineer and is not responsible for a landlord's legal compliance or missed deadlines.

### 2. Conditions for Issuing a CP12

A CP12 Gas Safety Certificate will only be issued when:

- All appliances and installations pass the required safety checks
- Any defects or unsafe conditions have been rectified
- Full payment has been received

Wayman Heating may refuse to issue a CP12 if any part of the installation is unsafe, inaccessible, or non-compliant.

### 3. Failed Inspections

If an appliance or installation fails:

- It may be classified as At Risk (AR) or Immediately Dangerous (ID)
- We may be legally required to disconnect or isolate the appliance
- A CP12 cannot be issued until all remedial work is completed and re-inspected
- Re-tests, additional visits, and remedial work are chargeable

Wayman Heating is not liable for any penalties, fines, or legal consequences arising from a failed inspection.

### 4. Access Requirements

The landlord or agent must ensure tenants provide access at the agreed appointment time.

Wayman Heating is not responsible for contacting tenants unless agreed in writing.

Missed appointments, tenant no-shows, or access issues will incur a call-out charge.

Repeated access failures may result in cancellation of the booking.

## 5. Tenant Access Clause

The landlord/agent must arrange and confirm access with the tenant.

If the tenant refuses access, is unavailable, or does not respond, the visit will be marked as a failed appointment and charged accordingly.

Wayman Heating accepts no liability for missed compliance deadlines caused by tenant access issues.

## 6. Agent Responsibility Clause

Letting agents acting on behalf of landlords must:

- Provide accurate property and appliance information
- Ensure tenants are informed of appointments
- Relay all safety notices, defect reports, and certificates to landlords and tenants
- Accept responsibility for payment when authorising work

Wayman Heating is not liable for delays or miscommunication caused by agents.

## 7. Annual Reminder Disclaimer

Reminder messages for CP12 renewals are a courtesy only and not guaranteed.

The landlord remains fully responsible for ensuring annual checks are completed on time.

Wayman Heating accepts no liability for missed deadlines due to reliance on reminders.

## 8. No Liability for Historic Installations

Wayman Heating is not responsible for:

- Historic defects
- DIY alterations
- Poor workmanship by previous engineers
- Non-compliant older installations
- Age-related failures or corrosion

If an installation is unsafe, we may be required to disconnect it. Any remedial work will be quoted separately.

## 9. Payments

Payment is due within 7-14 days of the invoice date.

Certificates may be withheld until payment is received.

Late payments may incur interest and recovery costs under the Late Payment of Commercial Debts (Interest)

Act 1998.

## 10. Call-Out Fees

Standard call-out fees apply to all attendance requests, including failed access visits.

Additional charges apply for emergency, evening, weekend, or bank holiday appointments.

## 11. Liability

Wayman Heating is not liable for:

- Missed renewal deadlines
- Tenant access issues
- Loss of rent or void periods
- Costs arising from disconnection of unsafe appliances
- Consequential or indirect losses

We hold full public liability insurance.

## 12. Complaints

Please email any concerns to [waymanheating@gmail.com](mailto:waymanheating@gmail.com). We aim to acknowledge within 3 working days and resolve within 14.