

Terms and conditions for Business Care (‘standard conditions’)

March 2020

British Gas Services (Commercial) Limited cares about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our **standard conditions**, we want to point out that British Gas Services (Commercial) Limited is the data controller of your personal data. During our relationship with business customers, we may collect and use personal data. This can include personal data about yourself, your employees, workers, contractors, agents, clients, tenants or customers. Although the Privacy Notice does not form part of the agreement between you and British Gas Services (Commercial) Limited, we recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights. You can find our Privacy Notice at britishgas.co.uk/business/privacy

Contents

- 1 Our products..... 4
- 2 Visiting you..... 9
- 3 Making repairs..... 14
- 4 Exclusions..... 16
- 5 Cancelling your agreement 18
- 6 General conditions..... 20
- 7 Glossary and interpretation..... 25
- Useful contacts..... 26
- Cancellation form – for consumers only 27

It is important you read these **standard conditions** carefully, together with your **welcome pack** as this confirms the **products** and **agreement** you hold with us. Our website shows the most up-to-date version of these **standard conditions** at britishgas.co.uk/business/energy-services/business-care/existing-customers

If you don't have access to the internet, or if anything is not correct in your **welcome pack**, please call us on 0333 202 9844* and we will send you the latest version.

This **agreement** is between **British Gas** Services (Commercial) Limited ('**British Gas**', we' or 'us') and you, our customer ('you'). We will assume that any person contacting us in relation to the **agreement** is duly authorised to act on your behalf unless you notify us in writing otherwise.

1 Our products

Business Care Core

What's included:

- ✔ an **annual service** for that **appliance**;
- ✔ a **gas safety record** for that **appliance**;
- ✔ unlimited repairs; and
- ✔ up to £50 contribution for the total cost of all parts/materials for each **repair** for that **appliance**.

What's not included:

- ✘ any of the exclusions listed in section 4;
- ✘ a **business safety record** or a **landlord gas safety record**;
- ✘ any costs relating to parts/materials that are above £50;
- ✘ any labour or parts/materials charges required for the **repair** of the **system** (repairs to the system can be included for an additional charge); or
- ✘ a future inspection to check that any repairs or remedial actions have been completed and to update your **gas safety record** of this fact (there will be an additional charge for this).

Response times for initial engineer visit:

- ✔ initial engineer visit only available from 8am to 5pm Monday–Friday (excluding bank holidays);
- ✔ initial engineer visit for complete loss of heating and hot water: next **working day**;
- ✔ initial engineer visit for complete loss of heating or hot water: up to three **working days**; and
- ✔ initial engineer visit for minor heating or hot water faults: up to five **working days**.

What's included:

- ✓ an **annual service** for that **appliance**;
- ✓ a **gas safety record** for that **appliance**;
- ✓ unlimited number of **repairs**; and
- ✓ any labour and parts/materials charges where the **appliance** needs a **repair**.

What's not included:

- ✗ any of the exclusions listed in section 4;
- ✗ a **business gas safety record** or **landlord gas safety record**;
- ✗ any labour or parts/materials charges required for the **repair** of the **system** (**repairs** for the **system** can be included for an additional charge); or
- ✗ a future inspection to check that any repairs or remedial actions have been completed and to update your **gas safety record** of this fact (there will be an additional charge for this).

Response times for initial engineer visit:

- ✓ initial engineer visit only available from 8am to 5pm Monday–Friday (excluding bank holidays);
- ✓ initial engineer visit for complete loss of heating and hot water: next **working day**;
- ✓ initial engineer visit for complete loss of heating or hot water: up to three **working days**; and
- ✓ initial engineer visit for minor heating or hot water faults: up to five **working days**.

What's included:

- ✓ an **annual service** for that **appliance**;
- ✓ a **gas safety record** for that **appliance**;
- ✓ unlimited number of **repairs**; and
- ✓ any labour and parts/materials charges where the **appliance** needs a **repair**.

What's not included:

- ✗ any of the exclusions listed in section 4;
- ✗ a **business gas safety record** or **landlord gas safety record**;
- ✗ any labour or parts/materials charges required for the **repair** of the **system** (**repairs** for the **system** can be included for an additional charge); or
- ✗ a future inspection to check that any repairs or remedial actions have been completed and to update your **gas safety record** of this fact (there will be an additional charge for this).

Response times for initial engineer visit:

- ✓ engineer visit for complete loss of heating and hot water: within 24 hours (including evenings and weekends);
- ✓ initial engineer visit for complete loss of heating or hot water: within 48 hours (including evenings and weekends);
- ✓ initial engineer visit for minor heating or hot water faults: up to up to three **working days**; and
- ✓ initial engineer visit time for minor heating or hot water faults: up to five **working days**.

Annual Service

What's included:

- ✓ an **annual service** for that **appliance**; and
- ✓ a **gas safety record** for that **appliance**.

What's not included:

- ✗ any **repairs**;
- ✗ any of the exclusions listed in section 4;
- ✗ a **business gas safety record** or a **landlord gas safety record**;
- ✗ a **first service**; or
- ✗ a future inspection to check that any repairs or remedial actions have been completed and to update your **gas safety record** of this fact (there will be an additional charge for this).

Annual Service Premium

What's included:

- ✓ an **annual service** for that **appliance**;
- ✓ a safety inspection of the **appliance** and gas installation pipework at the **premises**; and
- ✓ a **business gas safety record** for that **appliance**.

What's not included:

- ✗ any **repairs**;
- ✗ any of the exclusions listed in section 4;
- ✗ any inspection to your **system**;
- ✗ a **first service**;
- ✗ a **landlord gas safety record**;
- ✗ a future inspection to check that any repairs or remedial actions have been completed and to update your **business gas safety record** of this fact (there will be an additional charge for this); or
- ✗ if you have already received a **first service** or **annual service** as part of your **product** and you request a **business gas safety record** afterwards, we will charge an extra amount for carrying out the **business gas safety record** (we will let you know what this is).

Business Gas Safety Record

What's included:

- ✓ a safety inspection of the **appliance** and gas installation pipework at the **premises**; and
- ✓ a **business gas safety record** for that **appliance**.

What's not included:

- ✗ any **repairs**;
- ✗ a **first service**;
- ✗ a **landlord gas safety record**;
- ✗ any of the exclusions listed in section 4;
- ✗ any inspection to your **system**;
- ✗ a future inspection to check that any repairs or remedial actions have been completed and to update your **business gas safety record** of this fact (there will be an additional charge for this);
- ✗ any repairs or replacements recommended to you by us in relation to your gas pipework installation or **appliance** (including any recorded on your **business gas safety record**); or
- ✗ if you have already received a **first service** or **annual service** as part of your **product** and you request a **business gas safety record** afterwards, we will charge an extra amount for carrying out a **business gas safety record** (we will let you know what this is).

Landlord Gas Safety Record

If you are a **landlord**, it's best practice to have a valid gas safety check every 12 months for the gas installation pipework, flues and any gas **appliance(s)** on your **premises** that you rent.

To issue a **landlord gas safety record**, each **appliance** and gas installation pipework needs to be checked at the **premises**, if we are not able to complete a check, on every **appliance** or part of the gas installation pipework, we will tell you.

What's included:

- ✓ a safety inspection of the **appliance(s)** and gas installation pipework at the **premises**; and
- ✓ a **landlord gas safety record** to you and your tenant (if applicable).

What's not included:

- ✗ any **repairs**;
- ✗ an **annual service**;
- ✗ any of the exclusions listed in section 4;
- ✗ any inspection to your **system**;
- ✗ any repairs or remedial actions recommended by us in the **landlord gas safety record**;
- ✗ a future inspection to check that any repairs or remedial actions have been completed and to update your **landlord gas safety record** of this fact (there will be an additional charge);
- ✗ any repairs or replacements recommended to you by us in relation to your gas pipework installation or **appliance** (including any recorded on your **landlord gas safety record**); or
- ✗ if you have already received a **first service** or **annual service** as part of your **product** and you request a **landlord gas safety record** afterwards, we will charge an extra amount for carrying out a **landlord gas safety record** (we will let you know what this is).

2 Visiting you

2.1 Appointments

- 2.1.1 If your **product** includes a guaranteed engineer response time in relation to a fault or an individual breakdown (see section 1 (Our products)), that response time shall apply in relation to the initial engineer visit only. If any follow-up engineer visits are necessary in relation to that fault or breakdown, we will offer you an all-day appointment time of between 8am–5pm on Monday to Friday (excluding bank holidays) unless we advise you otherwise.
- 2.1.2 In all other circumstances (including where your **product** does not include a guaranteed engineer response time) in relation to any engineer visits (including **first service** and **annual service**), we will offer you an all-day appointment time of between 8am–5pm on Monday to Friday (excluding bank holidays) within a reasonable time.
- 2.1.3 We cannot in relation to any **product** or under any circumstances guarantee an appointment for the same day. Out-of-hours appointments may be possible subject to availability and, if applicable, payment of an additional charge depending on your **agreement**.
- 2.1.4 We'll carry out any **repairs** you're entitled to within a reasonable time.

2.2 Repair prior to a first service

- 2.2.1 If you contact us for a **repair** within the first seven days of your **agreement start date**, such **repair** to your **appliance** and **system** will not fall within the scope of this **agreement** or any of the **products** and clause 2.2.4 will apply below.
- 2.2.2 If you contact us for a **repair** after seven days of your **agreement start date**, but before your **first service**, we may conduct our **first service** before attempting any **repair**. Where your **appliance** or **system** passes the **first service**, there will be no further charges to you. If your **appliance** or **system** does not pass the **first service** in accordance with clause 2.3.4, then clause 2.2.4 will apply below.
- 2.2.3 If you request your **first service** to be later than what we've scheduled ('**postponed first service**') and you contact us for a **repair** prior to the date of the **postponed first service**, you agree that we do not have to carry out the **repair** where we believe upon inspection (during your **repair** appointment) that the **appliance** or **system** would have failed the **first service** in accordance with clause 2.3.4 and clause 2.2.4 shall apply.
- 2.2.4 If clause 2.2.1, 2.2.2, 2.2.3 or 2.3.7 applies, we'll either:
 - 2.2.4.1 tell you what needs to be done to fix it and how much it'll cost, we'll give you 40 days to carry out the **repair** from the date of your **first service** or **repair** and if you don't carry out the **repair** within this time, then clauses 4.2.1.2 and 5.6.1.8 will apply;
 - 2.2.4.2 **suspend your agreement**;
 - 2.2.4.3 amend your **agreement** (including downgrading your **product**) so that you are on a different **product** or alternative pricing plan; or
 - 2.2.4.4 cancel your **agreement** or **product** in accordance with section 5.

2.3 First service

- 2.3.1 If eligible, the date of your **first service** will be subject to engineer availability and we may reschedule your **first service** to fit in with our scheduling.
- 2.3.2 If we've already carried out a **first service** or an **annual service** at the **premises** in the last 12 months, we won't carry out another one even if you've just moved in.
- 2.3.3 Your **first service** will count as an **annual service** for that year (where possible). If we've installed a new **appliance** for you, you may not need a **first service** and you will receive an **annual service** in your first year instead.

- 2.3.4 At the **first service** our engineer will check that all the information you have provided to date is correct, your **appliance** or **system** is on our **approved list** or your **appliance** or **system** is manufactured to approved safety standards, it is the **appliance** or **system** specified in your **welcome pack**, the **appliance** or **system** is aligned to a suitable **product** (at our sole discretion) and your **appliance** or **system** (as applicable) does not have any pre-existing faults and is in good working order. Examples of where we believe the **appliance** or **system** is not suitable for the level of **product** you have chosen include:
- 2.3.4.1 if parts are unavailable from our preferred suppliers;
 - 2.3.4.2 if there are any pre-existing faults;
 - 2.3.4.3 if there are design faults which can cause frequent problems, for example, undersized pipework; or
 - 2.3.4.4 if the **appliance** or **system** was not installed in accordance with the manufacturer's instructions or not installed to a recognised standard.
- 2.3.5 During your **first service**, if clause 2.3.4 applies, we'll either:
- 2.3.5.1 tell you what needs to be done to fix it and how much it'll cost, we'll give you 40 days to carry out the **repair** from the date of your **first service** and if you don't carry out the **repair** within this time, then clauses 4.2.1.2 and 5.6.1.8 will apply;
 - 2.3.5.2 **suspend your agreement**;
 - 2.3.5.3 change your **agreement** (including downgrading your **product**) so that you are on a different **product** or alternative pricing plan; or
 - 2.3.5.4 cancel your **agreement** or **product** in accordance with section 5.
- 2.3.6 Until your **appliance** passes its **first service**, we will not be obliged to provide any **products** and where any remedial action is completed by a third-party, we may charge a reasonable cost to come out to your **premises** and inspect the work before we carry out any **products** in the future. This is a service and maintenance contract, not an insurance policy. Any work, **repairs** or **replacements** undertaken outside of the **first service** or **annual service** are provided at our absolute discretion, both as to whether and to what extent we perform the work. A separate reasonable cost for such work may be charged.
- 2.3.7 During the **first service**, our engineer will fill in a **gas safety record** that shows you exactly what we've looked at.
- 2.3.8 We will try to contact you a maximum of three times to arrange your **first service**. If we don't receive a response, we will not contact you again about your **first service**. If you don't contact us prior to us contacting you for the **annual service** (in or about 12 months' time), that **annual service** will be treated as a **first service**. If you contact us for a **repair** prior to the **first service** being carried out, you agree that we will not have to carry out the **repair** where we believe upon inspection (during your **repair** appointment) that the **appliance** or **system** would have failed the **first service** in accordance with clause 2.3.4 and clause 2.2.4 shall apply. You will not receive a refund for any **first service** missed where you have not replied to our attempts to contact you.
- 2.4 Annual service
- 2.4.1 If eligible, one of our engineers will visit your **premises** once a year for an **annual service** to check that your **appliance** is working safely.
 - 2.4.2 We will contact you to arrange your **annual service**. The date of your **annual service** will be subject to engineer availability and we may reschedule your **annual service** to fit in with our scheduling. If this does not work for your compliance requirement, please let us know and we will use our reasonable endeavours to meet your request.

- 2.4.3 If you do not contact us to arrange your **annual service**, we will try to contact you up to three times. If we don't receive a response, we will not contact you again about that year's **annual service**. If you don't contact us before we contact you about the following **annual service** (in or about 12 months' time), you will only receive one **annual service** for both those years. You will not receive a refund for any **annual service** missed if you have not replied when we tried to contact you.
- 2.4.4 If you call us out for a **repair** in the three months before your **annual service** is due, we may carry out your **annual service** at the same time we visit to carry out a **repair**.
- 2.4.5 We will not normally carry out an **annual service** if we have already carried out a **first service** or **annual service** at the same **premises** in the last 12 months, even if you are the new owner or occupier.
- 2.4.6 Our engineer will also check that all the information you have provided is correct, your **appliance** or **system** is on our **approved list**, it is the **appliance** or **system** in your **welcome pack**, the **appliance** or **system** is aligned to a suitable **product** (at our sole discretion) and your **appliance** or **system** (as applicable) does not have any pre-existing faults (that we are unaware of) and is in good working order. Examples of where we believe the **appliance** or **system** is not suitable for the level of **product** you have chosen include:
- 2.4.6.1 if parts are unavailable from our preferred suppliers;
- 2.4.6.2 if there are any pre-existing faults;
- 2.4.6.3 if there are design faults which can cause frequent problems, for example, undersized pipework; or
- 2.4.6.4 if the **appliance** or **system** was not installed in accordance with the manufacturer's instructions or not installed to recognised approved safety standards.
- 2.4.7 If clause 2.4.6 applies, we'll either:
- 2.4.7.1 tell you what needs to be done to fix it and how much it'll cost and if you do not fix it, then clause 4.2.1.2 and clause 5.6.1.8 will apply;
- 2.4.7.2 **suspend** your **agreement** or amend your **agreement** (including downgrading your **product**) so that you are on a different **product** or alternative pricing plan; or
- 2.4.7.3 cancel your **agreement** or **product** in accordance with section 5. Until your **appliance** passes its **first service**, we will not be obliged to provide any **products** and where any remedial action is completed by a third-party, we may charge a reasonable cost to come out to your **premises** and inspect the work before we provide any **products** in the future.
- 2.4.8 During the **annual service**, our engineer will fill in a **gas safety record** that shows you exactly what we've looked at.
- 2.4.9 If we find a problem or fault that needs to be fixed, we'll tell you about it. If your **product**:
- 2.4.9.1 includes **repairs** and has a **fixed fee**, you will have to pay this before we **repair** it; or
- 2.4.9.2 does not include **repairs**, we will provide you with a quote to have the work done.
- 2.5 Inspection certificates
- 2.5.1 If eligible, one of our engineers will visit your **premises** once a year to carry out an **inspection certificate**.
- 2.5.2 If you have any other **products** with us, your **inspection certificate** will also include the **first service** or **annual service** and therefore you will not be entitled to a separate standalone **first service** or **annual service** for that year.
- 2.5.3 We will contact you to arrange your appointment for your **inspection certificate** and the appointment is subject to engineer availability which we may have to reschedule to fit in with our scheduling. If this does not work for your compliance requirement, please let us know and we will use our reasonable endeavours to meet your request.

- 2.5.4 If you do not contact us to arrange your **inspection certificate**, we will attempt to contact you a maximum of three times. If we don't receive a response, we will not contact you again about that year's **inspection certificate**. If you don't contact us before we contact you for the following **inspection certificate** (in or about 12 months' time), you will only receive one **inspection certificate** for both those years. You will not receive a refund for any **inspection certificate** missed where you have not replied when we tried to contact you.
- 2.5.5 If you call us out for a **repair** in the three months prior to your **inspection certificate** is due, we may carry out your **inspection certificate** at the same time we visit to **repair**.
- 2.5.6 If we find a problem or fault that needs to be fixed while carrying out your **inspection certificate**, we'll tell you about it. If your **product**:
- 2.5.6.1 includes **repairs** and has a **fixed fee**, you will have to pay this before we **repair** it; or
- 2.5.6.2 does not include **repairs** or the **repair** is excluded from your **product** as described in section 4, we will provide you with a quote to have the work done.
- 2.5.7 When carrying out the **inspection certificate**, if we discover a fault we will include the details of the faults and any remedial action required by you in relation to those faults (including disconnecting the **appliance**) on your **inspection certificate**.
- 2.6 Getting to your premises
- 2.6.1 Our engineers will only work in your **premises** if there's someone 18 years or older present at all times during the visit and that person is familiar with the **premises** and safety procedures. It's your responsibility to give us access to your **premises** at all times necessary.
- 2.6.2 Where possible, you will provide us with a suitable vehicle parking facility free of charge and close to the **premises**. If one is not available, we reserve the right to charge you for any reasonable expenses.
- 2.6.3 If we can't get access, we won't be able to complete the appointment. If we are unable to gain access to your **premises** on any agreed occasion, we may apply an aborted visit fee of £75 (including VAT).
- 2.6.4 If you don't rearrange the appointment, your **agreement** will still continue and you will still pay for your **agreement**. After three failed attempts to get into your **premises**, we may cancel your **agreement** but we'll let you know beforehand.
- 2.7 Gaining access to your appliance or system
- 2.7.1 While we are providing services in relation to any of the **products**, you will comply with any reasonable requirements we may request in order to carry out those services including ensuring the immediate area is:
- 2.7.1.1 kept clear of obstruction;
- 2.7.1.2 adequately lit; and
- 2.7.1.3 marked to ensure that nobody enters the work area (including employees or a member of the public).
- 2.7.2 Where your **appliance** or **system** is inaccessible, you will need to pay the relevant costs of arranging access as this cost is excluded from your **agreement**. We will agree this cost prior to carrying out the relevant work. Examples of costs include:
- 2.7.2.1 providing specialist equipment such as working from height apparatus; or
- 2.7.2.2 any additional resource required for health and safety reasons, such as a second engineer to help the first engineer gain access to your **appliance** or **system**.
- 2.8 Working in dangerous or unsafe conditions
- 2.8.1 You must make us aware of any health and safety risks or precautions before the work starts at the **premises** and you shall notify us immediately of any issues that may impact our ability to safely carry out the work.

- 2.8.2 We won't start or continue doing any work in your **premises** if we believe there is a health and safety risk, for example: hazardous chemicals, pest infections, verbal or physical abuse or harassment. We won't return to finish the work until that risk is gone and we have the right to cancel your **agreement**.
- 2.8.3 If any asbestos needs to be removed before we can **repair** your **appliance** or **system**, you'll need to arrange and pay for someone else to remove it and give you a clean air certificate which you'll need to show us before we start any work.
- 2.8.4 From time to time, health and safety obligations/risks can change and if we believe (in our reasonable opinion) a new health and safety risk or obligation arises, which affects your **agreement** with us, we may have to charge additional costs, for example: we may have serviced an **appliance** previously by only using a ladder but as a result of new health and safety requirements we now need to use scaffolding. If you do not agree to these additional costs, you can cancel your **agreement** as per section 5.
- 2.9 Your responsibilities
- 2.9.1 You are responsible for:
- 2.9.1.1 giving us prompt notification of any error, fault, breakdown of the **appliance** or **system** (as applicable);
 - 2.9.1.2 removing any fixtures and fittings or growing items before we start any **repair** or **inspection certificate** as we will not **replace** them if they are destroyed or damaged, including the lifting and **replacement** of soft floor coverings such as carpets, vinyl, laminates and carpet tiles, as well as the removal of any decorated panelling boxing or fitted furniture such as kitchen cabinets, shelving or wardrobes. Where we agree with you, we will endeavour to open, lift or remove such coverings or materials with as little disturbance or damage as possible to gain sufficient access to carry out our work but we will not be responsible for any redecoration or professional refitting required on completion of that work;
 - 2.9.1.3 obtaining any necessary easements, wayleaves, traffic management, authorities, permissions, design approvals, consents or licences which are necessary before carrying out the works including **landlord** consent, local authority notices, planning permission or listed building applications;
 - 2.9.1.4 providing an asbestos risk register and any information regarding asbestos that we may reasonably request;
 - 2.9.1.5 providing such information, drawings or specification within your possession or control as we may reasonably request;
 - 2.9.1.6 carrying out such requirements as we may reasonably request in order to assist us in providing the **products** including any preparatory works which we advise you are required;
 - 2.9.1.7 providing suitable secure space for keeping tools, fittings and materials;
 - 2.9.1.8 making available suitable electrical power for operating of tools and testing of equipment and any fuels (gas or oil) and water to be used in providing the **products**;
 - 2.9.1.9 ensuring that the safety earthing arrangements at the **premises** meet the standards set out in the current Institute of Electrical Engineers regulations;
 - 2.9.1.10 providing temporary gas or electricity (as applicable) as there may be days where the normal supply is not available;
 - 2.9.1.11 ensuring that neither you nor any of your employees, agents or contractors interfere with any equipment or materials provided by us in connection with the **products**;
 - 2.9.1.12 checking all proofs or work provided by us;
 - 2.9.1.13 complying with any applicable laws and regulations;

- 2.9.1.14 ensuring that proper environmental conditions are maintained (including following the manufacturer's operating instructions) for the **appliance** or **system** and will continue to be maintained in good condition including the cables, the fittings associated with them and any electricity supply to them (any failure to do so could mean a **repair** is excluded from this **agreement**); and
- 2.9.1.15 maintaining any back-up and/or disaster recovery procedures where any loss of heating/hot water affects your business operation.

3 Making repairs

3.1 Fixed fee

- 3.1.1 If your **product** includes a **fixed fee**, your **welcome pack** shows the **fixed fee** amount that you've agreed to pay each time we complete a **repair**, whether you report a fault to us or we find a fault during a **first service**, **annual service** or **inspection certificate**.
- 3.1.2 If the fault is related to one we've fixed for you in the last 12 months, then you won't have to pay an additional **fixed fee**. Our engineer will use their reasonable opinion to decide whether a fault is related to an earlier fault or not.
- 3.1.3 When we book your appointment, we'll ask to pre-authorise your debit or credit card for any **fixed fee**. If you're a **landlord**, this can be from you, your tenants, managing agent or anyone else. We won't put the charges through until after we complete the **repair**.

3.2 Business Care Core

- 3.2.1 If your **product** is Business Care Core, there will be additional charges if the total parts value is more than £50. We will gain pre-authorisation on a call for any **repairs** that have part and material costs between the values of £50 and £150. If the part and material costs are more than £150, we will require a quotation to be raised prior to the **repair** being undertaken.

3.3 Safety and improvement advice

- 3.3.1 From time to time, we may tell you that your **appliance** or **system** needs permanent **repairs**, **replacements** or **upgrades** that aren't included in your **agreement** to keep working safely and efficiently. For example, if your ventilation doesn't meet current gas safety regulations or where we tell you a part needs to be **replaced** that is not part of your **agreement**.
- 3.3.2 If you don't follow this advice, it'll affect certain parts of your **agreement** and may mean that we are unable to fulfil all of our obligations to you, for example we may refuse a **repair** but your **agreement** will keep running until you or we amend or cancel it and you will continue paying for your **agreement**.

3.4 Spare parts

- 3.4.1 You can give the engineer a **replacement** part that you've bought yourself that we approve. We reserve the right to refuse use of any **replacements** parts which are not supplied by us and these will not be included in our **warranty**. We will not refund the costs of any parts you purchase without our prior **agreement**.
- 3.4.2 If our engineer doesn't have the parts they need with them on the day of the appointment, we'll first try to get original parts or if that isn't possible, reconditioned parts from the original manufacturer or an approved supplier. We will seek to obtain these parts and arrange another appointment as soon as reasonably practicable. If we've agreed to include an **appliance** or **system** within the **agreement** but it becomes difficult to find spare parts, we'll do what we can, within reason, to **repair** it and/or provide an **annual service** or **inspection certificate**. If we still can't get hold of the parts we need due to them being obsolete, unobtainable or beyond economic **repair** (in our reasonable opinion), we may need to cancel or amend your **agreement** (or part of it).

3.5 Certification

3.5.1 For the avoidance of doubt, any **product** carried out under this **agreement** does not certify that the **appliance** or **system** or the whole gas installation pipework complies with the whole of the Gas Safety (Installations & Use) Regulations 1998.

3.6 12-month warranty

3.6.1 We guarantee to **repair** or **replace** any faulty parts we've supplied, or fix any faulty work that we've done for 12 months from the date that we did the work, provided that you notify us within 30 calendar days of the appearance of that fault or defect ('**warranty**').

3.6.2 For the avoidance of doubt, the **warranty** does not include where:

3.6.2.1 you need a **repair** or a **replacement** to a part that you have supplied;

3.6.2.2 you are responsible (see clause 2.9) or if it fails within the exclusions (see section 4);

3.6.2.3 we believe the **warranty** request is about upgrading or improving the **appliance** or **system** and not because the **appliance** or **system** has a fault caused by us; or

3.6.2.4 the issue relates to a fault that is not our responsibility.

3.6.3 If we are required to carry out a **repair** or **replacement** as part of your **warranty**, we will use our reasonable skill and care to identify the fault we've caused within your **appliance** or **system**. Where we have tried three times to resolve the issue and are unable to restore it to its original working order, we will have satisfied our obligations under the **warranty** and these **standard conditions** including using our reasonable skill and care. If you would still like our advice and services, we may charge any reasonable costs incurred including calling out the manufacturer or a third-party for their advice (we will let you know what these costs are beforehand).

3.6.4 When carrying out any **repair** under the **warranty**, if we believe that the **repair** is not economically or technically feasible or effective (at our sole discretion), then we may offer you an appropriate partial or full credit or refund of amounts paid with respect to the defective services.

3.6.5 If you are a **consumer**, this doesn't affect your statutory rights under the **Consumer Rights Act 2015** and any laws that replace it. If you want independent advice about your rights, you can speak to Citizen's Advice or Trading Standards.

3.7 British Gas Powerflush

3.7.1 Over time, your **appliance** or **system** will build up **sludge** that can block or narrow your pipes, radiators and **appliance**. **British Gas Powerflush** is our way of removing that **sludge** from your **system**.

3.7.2 We'll tell you if your **system** needs a powerflush to work properly. You'll need to pay for it separately as removing **sludge** isn't included in your **agreement**.

3.7.3 If someone else carries out a powerflush for you, you'll need to show us the receipt before we carry out any **product** further for damage caused by **sludge**.

3.8 Undiagnosed repair

3.8.1 We will use our reasonable skill and care to identify faults with your **appliance** or **system**. Where we have tried three times to **repair** or **replace** parts to your **appliance** or **system** and are unable to restore the **appliance** or **system** to its original working order, we will have satisfied our obligations under these **standard conditions** including using our reasonable skill and care. If you would still like our advice and services, we may charge any reasonable costs incurred including calling out the manufacturer or a third-party for their advice (we will let you know what these costs are beforehand).

4 Exclusions

4.1 Cash in lieu

4.1.1 We won't offer you cash instead of carrying out any **product**.

4.2 Pre-existing faults

4.2.1 Our **products** don't include and we will not carry out a **repair**:

4.2.1.1 to any faults or design faults that were already there when your **appliance** or **system** was installed or when it was added to this **agreement**, or which occurred during the first seven days of your **agreement**;

4.2.1.2 where we've told you that the fault is not covered in your **agreement** and you haven't fixed it;

4.2.1.3 to faults we couldn't reasonably have been expected to know about or identify before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors; or

4.2.1.4 where we've been prevented access because a part of your **system** has been permanently built over, under the floors or in the structure of the building (for example: control wiring, pipeworks or warm air ducting).

4.2.2 Where a fault ('**first fault**') is eligible for a **repair** but the fault is also connected to a fault that is excluded from your **agreement** ('**second fault**'), we will only carry out that **repair** to the **first fault** once. For example, where a pump runs dry and fails because of a water leak on hidden pipework. If the **first fault** breaks down again after we have **repaired** it once, you'll need to fix the **second fault** (and we will need to check it) before we fix the **first fault** again. You will continue paying for the **agreement** until you or we choose to cancel your **agreement**.

4.3 Modification by anyone but us

4.3.1 If anyone other than us (including you) modifies your **appliance** or **system** and we deem the modification not to have been completed to an adequate standard, your **agreement** doesn't include putting that right. This includes whether or not the modification was made following our advice.

4.3.2 This also includes any error, omission, quality or fault relating to any material supplied by a third-party.

4.4 Cosmetic damage

4.4.1 Your **product** doesn't include **repairs** or **replacements** for minor damage that doesn't stop your **appliance** or **system** from working properly or make it unsafe. For example, if you've scratched your **appliance** casing.

4.5 Deliberate damage or misuse

4.5.1 We won't **repair** or **replace** any parts that have been deliberately damaged or misused. Our engineer will use their reasonable opinion to determine how the damage was done.

4.6 Damage linked to the supply of your gas, water or electricity

4.6.1 We won't **repair** any damage that is caused by changes in, or problems with the supply of your gas, water or electricity.

4.7 Any damage that's normally covered by insurance

4.7.1 Your **product(s)** doesn't include **repairing** or **replacing** any damage caused by extreme weather, subsidence, flooding, structural issues, fire, accident or explosions – or any other kind of damage that's normally covered by your insurance for your **premises**. You should check your insurance to make sure you have suitable cover for these risks.

4.8 Any loss or damage to do with radio signals

4.8.1 We're not responsible for any loss or damage you suffer if someone changes or interferes with your radio frequency setting which stops your **system** or controls working properly.

- 4.9 Communication connections
 - 4.9.1 We're not responsible for the connection to your **appliance** controls from the internet, your mobile phone or any other equipment.
- 4.10 Any other loss or damage
 - 4.10.1 Unless we cause it, we'll not be responsible for any loss or damage to property as a result of your **appliance** or **system** breaking or failing, including any cleaning needed or damage to fixtures or furniture. For example: damage caused by water leaks.
- 4.11 Making any improvements
 - 4.11.1 Your **product(s)** only include **repairing** your **appliance** or **system** when it stops working properly, it doesn't include any improvements, energy efficiency work or **upgrades**, for example: changing standard efficiency pumps for more energy efficient or EUP-compliant variable speed models.
- 4.12 Steel, lead or iron pipes
 - 4.12.1 We won't **repair** or **replace** any lead, piping or central heating iron/steel pipes.
- 4.13 Energy/central heating management **systems**
 - 4.13.1 We won't **repair** or **replace** energy or central heating management **systems**.
- 4.14 Making good
 - 4.14.1 We will fill in any holes and leave the surface level where access has to be made to your **appliance** or **system** in order to carry out a **repair** but we are not responsible (unless we have been negligent) for any redecoration or rectification that may be needed following the work, for example, **replacing** the original surface.
 - 4.14.2 Where we have to **replace** any components, we will use reasonable endeavours to **replace** components with those of an equivalent approved operational standard but do not guarantee to provide a like-for-like **replacement**.
- 4.15 Trace and repair
 - 4.15.1 Your **agreement** does not include investigating any fault that is not contained within the **appliance** or **system** (as applicable), for example, any time spent by the engineer identifying leaks or faults on pipework that are outside of your property.
- 4.16 Other exclusions
 - 4.16.1 We are also not responsible for:
 - 4.16.1.1 any delay, error or problem caused by any act or failure to act by you or a third-party;
 - 4.16.1.2 removing **sludge** or hard-water scale from your **appliance** or **system** or **repairing** damage caused by scale, **sludge** or other debris if we have told you that permanent **repairs**, improvements or a **British Gas Powerflush** (or a similar cleaning procedure) are needed to help make sure your **appliance** or **system** works properly;
 - 4.16.1.3 gas installation tightness testing unless expressly included as part of your **product** (see section 1 (Our products));
 - 4.16.1.4 draining down of the **appliance** or **system**, except where it is necessary in our opinion in order to carry out a **repair**; or any additional work required to remove sacrificial anodes where the required clearances are not available;
 - 4.16.1.5 **repairing** or **replacing** water supply tanks (unless solely a central heating expansion tank);
 - 4.16.1.6 **repairing** or **replacing** secondary circulation (bronze) pumps; and the means of conveying hot water from the **appliance** or hot water cylinder to the hot water taps;
 - 4.16.1.7 any work or materials required to rectify an electric immersion heater;
 - 4.16.1.8 **repairing** or **replacing** mechanical flues, where the propulsion fan is not integral to the **appliance**;

- 4.16.1.9 **repairing** or **replacing** chimney/flue systems, air ducting or terminals that we cannot reasonably access and terminals that extend more than 1m from the **appliance** flue outlet connection;
- 4.16.1.10 **repairing** or **replacing** pressurisation units and any approval, inspection or certification required under Pressure Systems Safety Regulations;
- 4.16.1.11 any routine overhaul/maintenance of unvented hot water components or fan convector radiators;
- 4.16.1.12 any work involved in overhauling circulation pumps or ventilation fans;
- 4.16.1.13 any hard wiring;
- 4.16.1.14 **repairs** or **replacements** relating to taps and showers;
- 4.16.1.15 any work on or **replacement** of non-standard complex micro-processor controls or building management **systems**; and
- 4.16.1.16 any work associated with the removal or **replacement** of no gas carrying components on commercial tumble dryers (e.g. the removal or **replacement** of the “drum assembly” and/or gearing/drive mechanisms, main drive motors, or process control boards/timers) not directly controlling those gas carrying components.

5 Cancelling your agreement

5.1 How you can cancel

- 5.1.1 You can cancel your **agreement** or a **product** at any time, by calling us on 0333 202 9844* or by writing to us at:

British Gas Services (Commercial) Limited, Bradmarsh Business Park, Rotherham S60 1BY

5.2 If you cancel your **product** within 14 days

- 5.2.1 We'll give you a full refund of your **product(s)** if you cancel within 14 days of your **agreement start date** or renewal date (as applicable) or from the date you received these **standard conditions** (if this is later). This is your cooling off period. If we do work for you before the cooling off period ends and then you cancel your **agreement** or **product**, you'll have to pay cancellation charges, see the cancellation charges in clause 5.4 below.

5.3 If you cancel after 14 days

- 5.3.1 If you pay monthly by Direct Debit, your **agreement** will continue to the end of the month your last payment is for. You will also need to contact your bank to stop the Direct Debit.
- 5.3.2 If you pay in any other way, including quarterly or yearly by Direct Debit, your **agreement** will continue to the end of the month in which you tell us and we'll refund you the remaining amount.
- 5.3.3 Either way, if we've carried out any work for you, you may have to pay cancellation charges (see cancellation charges in clause 5.4 below).
- 5.3.4 Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your **agreement** with us. If you stop your Direct Debit without telling us, we'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your **agreement** no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges (see cancellation charges in clause 5.4 below).

5.4 Cancellation charges

- 5.4.1 If you or we cancel your **agreement** or any **products** and we've visited you or already completed work for you since you bought or renewed them, you may have to pay cancellation charges per **appliance**. For example: if you pay yearly by Direct Debit and we cancel your **agreement** or **product** at your **first service**, we'll refund you in full less the cost of the **first service**. You will also need to pay for any additional works that are not included in this **agreement**.

- 5.4.2 Below shows you the amount you'll have to pay. We'll take off any payments you've made since you bought or renewed your **agreement**.
- 5.4.3 We may revise these charges from time to time, these prices are per **appliance**. All prices exclude VAT at 20%.

Appliance repairs: £250

Annual service: £115

First service: £75

Landlord gas safety record: £65[^]

Business gas safety record: £65[^]

[^]The amount charged will be dependent on the number and type of **appliances** checked and whether you have any other **products**. You will also be required to pay an additional £75 to cover the cost of travel to the **premises** unless this is undertaken at the time of an **annual service** or **first service**.

Administration: £40 (the administration charge is not applicable if you are a **consumer** and you cancel during your 14-day cooling off period).

5.5 Introductory offers

5.5.1 If you cancel a package which includes a **product**, then buy a **product** with equivalent features from **British Gas** or introduced or sold by a third-party agent on our behalf:

5.5.1.1 within three months; or

5.5.1.2 twice or more in three years, then you won't be eligible for any promotional offers or new customer prices.

5.5.2 If you have bought any of the **products** on a promotion as a result of:

5.5.2.1 entering into another contract with **British Gas** or a third-party and you subsequently cancel that other contract, we reserve the right to charge you the full undiscounted price of the **product** or cancel your **product**; or

5.5.2.2 receiving a free **product** and you subsequently cancel your **agreement**, we reserve the right to charge you the full price for that free **product**, such cancellation costs allow us to recover costs we have incurred but not yet recovered.

5.6 When we can cancel

5.6.1 We can cancel or **suspend** your **agreement** or **product** if:

5.6.1.1 we give you 14 days' notice;

5.6.1.2 you give us false information;

5.6.1.3 your **appliance** or **system** isn't on our **approved list**;

5.6.1.4 we find a pre-existing fault during your **first service** or your **appliance** or **system** does not comply with legal and regulatory standards or we are not able to carry out a **first service** or **annual service**;

5.6.1.5 we can't find the parts we need to **repair** your **appliance** or **system** despite our reasonable attempts;

5.6.1.6 circumstances arise which make it inappropriate for us to continue your **agreement**, for example: you put our people's health and safety at risk, for example, physical or verbal abuse;

5.6.1.7 you don't let us in to your **premises** to work, despite several attempts or your **appliance** or **system** is inaccessible;

5.6.1.8 we tell you to make permanent **repairs** or improvements but you don't;

5.6.1.9 if you've engaged a third-party to also work on your **appliance** or **system**;

- 5.6.1.10 you don't make your payments including any renewal payments. We'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your **agreement** no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges (see cancellation charges in clause 5.4);
- 5.6.1.11 you **suspend**, threaten to **suspend**, cease or threaten to cease to carry on all or a substantial part of your business or you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your 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 your assets or ceasing to carry on business;
- 5.6.1.12 you do not comply with the terms of your **agreement**;
- 5.6.1.13 your **appliance** or **system** has changed so that it no longer reflects the **appliance** or **system** included under this **agreement**;
- 5.6.1.14 we may cancel or **suspend** your **agreement** where a public liability claim has been lodged (either against you or us);
- 5.6.1.15 we have reason to believe you are misusing the services; or
- 5.6.1.16 it is required by law or regulation.

5.7 Your information

- 5.7.1 Following termination, we shall be entitled to destroy any information or documentation provided by you and we shall not be obliged to provide you with any information (unless you are eligible to make a data subject access request).

5.8 Any other agreements

- 5.8.1 Cancellation of this **agreement** will not affect any other **agreements** you have with us or related **products** or related companies (for example, **agreements** for the same or similar services for other sites).

6 General conditions

6.1 Period of agreement and renewals

- 6.1.1 Your **agreement** will commence on the day we accept your application (the '**agreement start date**') and your **agreement** will run from the **agreement start date** for an initial 12 months, following which it will be automatically renewed every 12 months until terminated by you or us.
- 6.1.2 We will contact you before your **agreement** expires to inform you about your renewal and let you know if any of your **products** or prices are changing.
- 6.1.3 If you pay by Direct Debit, we'll automatically continue taking your payment at renewal. If you pay by other means, we will contact you to discuss how you would like to pay. If you fail to pay within 30 days of your **agreement** renewing, your **agreement** will be **suspended** and we will have the right to cancel your **agreement**.
- 6.1.4 If you do not want to renew your **agreement**, all you need to do is call us any time prior to renewal to let us know.

6.2 Prices and price changes

- 6.2.1 You agree to pay us for the **products** you've chosen at the prices set out in your **welcome pack** and for any other charges that may be applicable under this **agreement**. All amounts are exclusive of VAT unless expressly stated otherwise. The price will not include any additional services that you may require which are excluded from your **agreement**.

6.2.2 Your **agreement** price will not change during your **agreement** unless:

- 6.2.2.1 the Government chooses to make a change in the relevant tax rate;

- 6.2.2.2 if we identify that an **appliance** or **system** is different from the one that is identified on your **welcome pack**;
- 6.2.2.3 you request to add or change the **products** within your **agreement**;
- 6.2.2.4 you agree to additional services that are not part of your **agreement**; or
- 6.2.2.5 we review our pricing from time to time and you will be informed of any price changes relating to your **agreement** at renewal. In addition to any general price increases that may apply at renewal, the renewal price of your **products** may be higher if, for example, we deem your usage of the **products** to have been excessive.

6.3 Payments

- 6.3.1 You can pay for your **agreement** yearly by cheque, debit or credit card or monthly, quarterly, yearly by Direct Debit. All payments will include the relevant taxes at the relevant rates.
- 6.3.2 If we have concerns about your credit standing or we reasonably believe that you may not be able to pay any of your invoices on time, and in full, we will contact you to discuss this. If we remain concerned, we may, at any time:
 - 6.3.2.1 ask you to pay the full amount or a part of the amount upfront that you owe us;
 - 6.3.2.2 ask you to pay in a different way (for example: by Direct Debit instead of cash or cheque);
 - 6.3.2.3 ask you to pay us a security deposit or to increase any security deposit that we already hold on your behalf;
 - 6.3.2.4 ask you to arrange a guarantee in the form we request from your parent company or from one or more directors, shareholders, partners or members, confirming that they will be responsible for any amounts due under this **agreement**;
 - 6.3.2.5 ask you for any other form of security; or
 - 6.3.2.6 ask you to pay the remaining amount of the invoice in full.
- 6.3.3 When you make a payment, we will decide how we apply it against any part of your outstanding balance. For example, we may pay the oldest amounts you owe us first even if you have told us that the payment relates to another amount you owe us. If you cancel your **agreement**, or any invoice is two months overdue, we may use any money we owe you, or any security deposit you have paid, to pay off what you owe under this or any other arrangement.
- 6.3.4 All charges shall be paid by the earlier of (a) 28 days after the date of our invoice or (b) the date specified in our invoice. If you fail to make any payment by the due date on any invoice, we may charge:
 - 6.3.4.1 fixed-sum charges to a maximum of £100 (in line with the Late Payment of Commercial Debts Regulations 2013);
 - 6.3.4.2 any other reasonable costs of recovery which we incur in recovering the debt; and
 - 6.3.4.3 interest (on amounts you do not disagree with) at 4% above HSBC Bank's base rate from the day after the bill was due.
- 6.3.5 All amounts due under this **agreement** shall be paid in full, without any set-off by you, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.3.6 We may offset any credit balances to overdue debit balances and if you do not pay your debt, we may transfer your debt to another organisation such as a debt collection agency which will include giving them details about you and your debt.
- 6.3.7 If you disagree with the amount we have charged, you must pay us either 75% of the full amount shown on the invoice or the undisputed amount (whichever is higher) by the date you are due to pay us, and you will continue to pay any future invoices we send you.

- 6.3.8 We will have the right to **suspend**, request you to pay the remaining amount in full and/or cancel your **agreement** if we remain concerned about your credit standing, you have failed to make any due payments to us and/or until payment is made.
- 6.4 Your appliance and system
- 6.4.1 The **agreement** is only for the **appliance(s)** and **system(s)** located inside your **premises** and as set out in your **welcome pack**.
- 6.4.2 If your **appliance** or **system** is covered under a third-party **warranty**, it's your responsibility to make sure that work we do doesn't affect that **warranty**.
- 6.4.3 If you change an **appliance** or **system**, you need to tell us the make and model of the new one, so that we can check that we can provide the same **product**. If it's not the same, we may need to cancel or amend your **product**. If you require another **annual service** for that year or we need to do a **first service** on your new **appliance**, you may incur additional costs.
- 6.5 Changing your address
- 6.5.1 If you move to new **premises**, you need to tell us as soon as possible. We may start a new **agreement**, transfer your current **agreement** to your new address or cancel your **agreement**.
- 6.5.2 Where we transfer your **agreement**, we will require another **first service** (which we may charge an additional fee for). If you have already received your **annual service** and you require another one for that year, it will incur an additional cost. Where you ask us to cancel the **agreement**, we may require you to pay cancellation charges as set out in clause 5.4.
- 6.6 Where we can provide the service
- 6.6.1 We generally provide our **products** across all of mainland Great Britain but there are some remote areas that are excluded (such as the Scottish Highlands and a small number of other areas). If this affects you, we will advise you when we process your application or during your **agreement** if our locations change.
- 6.7 Assignment and sub-contracting
- 6.7.1 We may subcontract the whole or any part of the **products** to our approved services providers.
- 6.7.2 We may assign and/or novate our rights and obligations under this **agreement**.
- 6.7.3 Each **agreement** is personal to you and nobody else can benefit from this **agreement**. You may not assign or transfer this **agreement** without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 6.8 Construction and Design Management Regulations 2015 ('CDM Regs')
- 6.8.1 We each agree that the **products** are likely to be covered by the **CDM Regs**. Each party undertakes to the other in relation to the **products** and the **premises** that it shall duly comply with the **CDM Regs** (as appropriate).
- 6.8.2 Pursuant to the **CDM Regs**, we are required to satisfy ourselves that you are aware of your duties owed under the **CDM Regs**, before any of the **products** are fulfilled. The **CDM Regs** place specific duties on you and also on any consultants and/or third-parties that you may employ in connection with the **agreement**. The **CDM Regs** impose a duty on you to determine whether the **CDM Regs** apply to this **agreement**. If the **CDM Regs** do apply to this **agreement**, they require you to perform certain duties in relation to the **products**. More information can be obtained from hse.gov.uk/construction/cdm/2015
- 6.8.3 We shall not be appointed as the principal designer (as defined in the **CDM Regs**) for any the **products**, unless otherwise expressly agreed in writing in the **welcome pack**.
- 6.9 Force majeure and delay
- 6.9.1 A force majeure event is where an event occurs beyond our reasonable control. It includes, without limitation:

- 6.9.1.1 the non-availability for any reason of labour or parts/materials; 6.9.1.2 industrial action by either party's employees;
- 6.9.1.3 the refusal, neglect or delay by you or your employees, agents or tenants to provide full access to the **premises**; or by reason of the **premises** being rendered unfit for the **products** to be carried out under this **agreement** as a result of vandalism, squatting, other actions of third-parties, environmental conditions or by infestation of insects or vermin;
- 6.9.1.4 exceptional adverse weather conditions; and
- 6.9.1.5 any council, local authority, network owner, traffic management or transport operators' restrictions or permissions.
- 6.9.2 If an event of force majeure arises at any time during the **agreement**, we may cancel the **agreement** and section 5 (Cancelling your agreement) shall apply.
- 6.9.3 Without prejudice to clause 6.9.1 and 6.9.2, we shall use reasonable endeavours to avoid or minimise any delay in carrying out your **agreement**.
- 6.10 Our remedy and liability
 - 6.10.1 If we determine that **repair** is not economically or technically feasible or effective, then we may at our sole discretion, offer you an appropriate partial or full credit or refund of amounts paid with respect to the defective services.
 - 6.10.2 Nothing in this clause or this **agreement** will limit our liability for:
 - 6.10.2.1 death or personal injury resulting from our negligence;
 - 6.10.2.2 fraud or fraudulent misrepresentation; or
 - 6.10.2.3 any other matter in respect of which liability cannot by applicable law be limited.
 - 6.10.3 In the first instance, we reserve the right, at our sole option, to **repair** any defective items or part of our services. Any parts removed will automatically become our property.
 - 6.10.4 Our liability to you in respect of all claims arising out of or in connection with your **agreement** (including as a result of breach of contract, negligence or any other tort, under statute or howsoever caused) will be limited to the total annual price of your **agreement** for the year the claim arises.
 - 6.10.5 We accept no liability for any defect (or for its **repair**) which is caused directly or indirectly by your negligence or that of any third-party.
 - 6.10.6 This clause 6.10.6 sets out specific heads of excluded loss. Subject to clause 6.10.1, the following types of loss are excluded by the parties:
 - 6.10.6.1 loss of profits;
 - 6.10.6.2 loss of sales or business;
 - 6.10.6.3 loss of **agreements** or contracts;
 - 6.10.6.4 loss of use or corruption of software, data or information;
 - 6.10.6.5 loss of damage to goodwill; and
 - 6.10.6.6 indirect or consequential loss.
- 6.11 Disputes
 - 6.11.1 We occasionally make mistakes and when this happens, we want to deal with the problem straightaway. You can find details of our complaints handling process on our website at britishgas.co.uk/business/complaints or call us on 0333 202 9844*.
- 6.12 Privacy
 - 6.12.1 Where you provide us with, or allow us access to, personal data relating to any living individual (hereafter called '**data processing activities**'), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals of these **data**

processing activities and the existence of our Privacy Notice at britishgas.co.uk/business/privacy each time you provide them with your privacy notice.

6.13 Notices

6.13.1 Any notice which you send us must be in writing and must be delivered by post, courier or guaranteed or special delivery service.

6.13.2 We may send notices under this **agreement** to you by post, courier or recorded or special delivery service, or by email to the last known email address that you have provided to us. Notices may also be delivered by hand.

6.13.3 Notices will be considered to have been received as follows:

6.13.3.1 if sent by post, it will be considered to have been received two **working days** after it was sent;

6.13.3.2 if sent by courier or recorded or special delivery service, it will be considered to have been received on the date when it is recorded as having been delivered and signed for;

6.13.3.3 if sent by email, it will be considered to have been received that day; and

6.13.3.4 if delivered by hand, it will be considered to have been received that day, this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

6.14 No waiver

6.14.1 If we delay or fail to exercise any right or remedy under this **agreement**, this will not act as a waiver of that or any other right or remedy and it will not prevent or restrict us from exercising that or any other remedy.

6.15 Severance

6.15.1 If a court or other competent authority determines that any part, or parts, of this **agreement** are illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid 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 **agreement**.

6.16 Entire agreement

6.16.1 The **agreement** constitutes the entire **agreement** between you and us and supersedes and extinguishes all previous **agreements**, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.16.2 Each party acknowledges that in entering into the **agreement**, 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 **agreement**. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the **agreement**.

6.16.3 Nothing in this clause shall limit or exclude any liability for fraud.

6.17 Exclusion of third-party rights

6.17.1 Unless it expressly states otherwise, this **agreement** does not give rise to any rights under the Contracts (Rights of Third-Parties) Act 1999 to enforce any term of this **agreement**.

6.18 Governing law and jurisdiction

6.18.1 This **agreement**, 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 law of England.

6.18.2 The parties submit to the exclusive jurisdiction of the courts of England.

7 Glossary and interpretation

7.1 In these **standard conditions**, when the following words are shown in bold, they have the meanings shown below:

agreement	the agreement between you and us in relation to the products you have with us, and which incorporates these standard conditions
agreement start date	as defined in clause 6.1
annual service	a check each year to ensure your appliance is safe and working properly. You can find more details in section 2 (Visiting you)
annual service premium	an annual service that includes a business gas safety record
appliance	the mains gas appliance (such as a boiler) that is listed in your welcome pack and a product applies to
approved list	an appliance or system that we are qualified to and permitted under British Gas policies to repair
British Gas	British Gas Services (Commercial) Limited with Company number 07385984 with registered office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD
British Gas Powerflush	a process where we remove sludge from your appliance or system
business gas safety record	a gas safety record that includes inspection of the appliance(s) and gas installation pipework at the premises
consumer	as defined in the Consumer Rights Act 2015
first service	where we may visit you after you first take out a product and confirm whether it can be included within your agreement . For the avoidance of doubt, it will include an annual service (where possible) for that year. You can find more details in section 2 (Visiting you)
fixed fee	the amount you've chosen to pay towards each completed repair , where applicable
gas safety record	a summary of your annual service or first service . For the avoidance of doubt, it is not the same as an inspection certificate
inspection certificate	means either an annual service premium , a business gas safety record or a landlord gas safety record (as applicable)
landlord	as defined by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998
landlord gas safety record	a gas safety record as required by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998
premises	the address you have specified where the system or appliance is located
product(s)	the service plan that includes repairs and/or inspection certificate for a certain appliance or system . You can find more information in section 1 (Our products)
repair(s)/repairing/repaired	where we fix your appliance or system following a fault or individual breakdown which includes any replacement . For the avoidance of doubt, a repair does not include any of the exclusions at section 4

replacement/replace/replacing	where we replace part of your appliance or system with a British Gas approved standard alternative. We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting. For the avoidance of doubt, a replacement does not include any of the exclusions at section 4 and will not include the replacement of the whole appliance or system
sludge	the natural build-up of deposits in your appliance or system , as your pipes corrode over time
standard conditions	means these terms and conditions
suspend/suspense/suspended	means your agreement will still be active on our system and you will still be paying for your agreement but we are not obliged to carry out any further work until the issue that placed your agreement into suspense is resolved
system	the wet heating system that is listed in the welcome pack and to which a product applies. A system generally comprises of an appliance , pump, radiator and valves, hot water cylinder and expansion tank (where fitted), motorised valve(s), room thermostat(s) and programmer/timer, together with the primary system composed of pipework and wiring (but excluding cold water supply pipes, hot water taps/thermostatic mixing valves and any pipework associated with these)
upgrades	improvements that make your appliance or system safer or more efficient
welcome pack	the document(s) that shows the products you have with us, how much is left to pay and any fixed fee
working day	means 8am to 5pm on Monday to Friday (excluding bank holidays)

Useful contacts

You can call us on 0333 202 9844* for any of the following:

- If there's a breakdown, our call centre is available 24 hours a day
- A **first service** or **annual service** visit
- A general enquiry, to complain, to add any products or if you're moving home
- To cancel all or part of your **agreement**
- For great value on a new energy efficient boiler.

A gas escape: 0800 111 999.

To switch your gas and electricity: 0333 202 9759*.

You can also visit [britishgas.co.uk/business/energy-services](https://www.britishgas.co.uk/business/energy-services) or email us at gascustomersupport@britishgas.co.uk (please include your customer number).

*We may record calls to help improve our service to you. Calls to 0800 numbers may be included in your call package. For information about calls to 03 and regional numbers please contact your network provider as individual charges will vary.

British Gas is a trading name of British Gas Services (Commercial) Limited, part of Centrica plc, British Gas Services (Commercial) Limited is registered in England and Wales with Registered Number 7385984. Registered office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD.

Cancellation form – for consumers only

If you want to cancel any **product** during your cooling off period you can do so by returning this form.

You can post the form to:

British Gas Services (Commercial) Limited,
Customer Services,
Bradmarsh Business Park,
Rotherham S60 1BY.

You can also call us on 0333 202 9844*.

I wish to cancel the following products:

Name

Address

Signature

Date