

limited to, scaffold or hydraulic platforms); we reserve the right to charge in full for our costs in providing such equipment. We do not include the cost of getting to your System or Boiler (Parts and Labour) where your system is inaccessible due to a design fault.

3.12 Third-Party rights

Nobody other than your Business will be able to benefit from this agreement, which cannot be passed to another business without our agreement. We reserve the right to assign the benefit and burden of this agreement.

3.13 Our responsibilities

We will meet our responsibilities under this agreement within reasonable time unless it is impossible because of circumstances outside our reasonable control. The services carried out under this agreement do not certify that the whole system complies with the Gas Safety (Installations & Use) Regulations 1998.

3.14 Your responsibilities

While the engineer is at work we require that the immediate area is:

- Kept clear of obstruction
- Adequately lit
- Marked to ensure that no one enters the work area be it employees or a member of the general public visiting the Business Premises

Before any work starts at the Business Premises, personnel must make us aware of any health and safety risks or precautions.

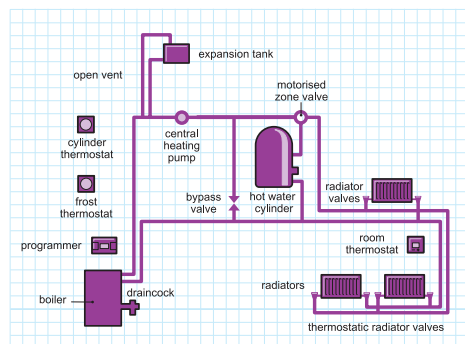
3.15 Governing law

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement (including non-contractual claims or disputes).

3.16 Entire agreement

This agreement forms the entire agreement between you and British Gas Trading, supersedes and excludes all prior undertakings, representations or arrangements and may only be amended by the written agreement of you and us.

The diagram below shows the range of essential central heating components the BusinessCare service will look after. This diagram is for guidance only. Please read the Terms and Conditions for full details of what is included and excluded.



4. Using Personal Information

Use of Personal Information

Except in relation to clause 4.6 and 4.7 below, this clause 4 applies to personal information held about individuals, sole traders and partnerships. It does not apply to information we hold about corporate bodies and other organisations.

4.1 Information you provide or we hold about you (whether or not under our contract(s) with you) may be used by us or our agents to:

- Identify you when you contact us
- Help identify accounts, services and products which you could have from us from time to time (we may do this using an automatic scoring system which uses the information provided by you, any information we hold about you and information from other agencies, including credit-reference agencies)
- Help run and contact you about the improved running of any accounts, services and products we provided before, now or in the future (we may contact you by e-mail or text message if you have given us these contact details)
- Create statistical and testing information and carry out marketing analysis and customer profiling (including using information about what you buy from us and how you pay for it, for example usage rates and any discounts we have offered you – these are examples only and not a complete list)
- Help to prevent and detect fraud or loss
- Contact you in any way (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by us and selected partners

4.2 We may allow other people and organisations to use information we hold about you:

- To provide services you have asked for
- As part of the process of selling one or more of our businesses
- To help to prevent and detect debt, fraud or loss. In addition, if you have failed to pay us, in which case we may transfer your debt to another organisation and provide them with details about you and that debt
- As part of current or future legal proceedings
- If you hold an insurance policy with us, to pass information to an insurer to manage your insurance policy including underwriting and claims, to assist in the development of new services, dealing with reinsurers and to assess financial and insurance risk

From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK.

4.3 We may also allow your information to be used by other Centrica Group companies (including those using the British Gas, Scottish Gas and Dyno Rod brands) for them to carry out any of the above purposes.

4.4 Your information may be used for training purposes. We may monitor and record communications with you (including phone conversations and e-mails) for quality assurance and to make sure that we are meeting our legal and regulatory requirements.

4.5 We may pass your address, property and postcode, and details of your gas appliances, flue, hot-water cylinder, system controls and electrical installations (including details of any repairs or removals) to organisations that supervise these activities. These organisations may pass this information to local authorities to meet building regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits, and for health and safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that your appliances and so on meet building regulations.

4.6 This clause applies to personal information held about individuals (including, if the customer is a corporate body, any key individuals involved in that body), sole traders and partnerships. We may check your details with one or more licensed credit-reference and fraud-prevention agencies to help us make decisions about your ability to make payments and the goods and services we can offer you. We have given a brief guide to how we, the credit-reference and fraud-prevention agencies will use your information below. If you would like more information about this you can find the full version at www.britishgas.co.uk or phone us on **0845 778 9400** and we will send you a leaflet.

4.7 We will search at credit-reference and fraud-prevention agencies for information about you and all the people you are applying with – if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this. If you provide false or inaccurate information and we suspect fraud, we will pass your details to credit-reference and fraud-prevention agencies. Law enforcement agencies (for example, the Police, and Her Majesty's Revenue and Customs) may use this information.

We will use the information provided by us to credit-related services and fraud-prevention agencies to:

- Help make decisions about credit and credit-related services for you and anyone applying with you
- Check your identity
- Prevent and detect fraud and money laundering
- Manage your account

The information which we and other organisations provide to the credit-reference and fraud-prevention agencies may be supplied by credit-reference agencies to other organisations and used by them to perform similar checks. Organisations may access and use the information recorded by fraud-prevention agencies from other countries.

If you want to see what information credit-reference agencies hold about you, you can contact the following three credit-reference agencies currently operating in the UK. The information they hold may not be the

same, so it is worth contacting them all. They will charge you a small fee.

Call Credit Consumer Services Team

PO Box 491, Leeds LS3 1WZ
Phone: 0870 060 1414

Equifax PLC Credit File Advice Centre

PO Box 3001, Bradford BD1 5US
Phone: 0870 010 0583
Website: www.myequifax.co.uk

Experian Consumer Help Service

PO Box 8000, Nottingham NG80 7WF
Phone: 0870 241 6212
Website: www.experian.co.uk

4.8 If you give us information on behalf of someone else, you confirm you have given them the information set out in this document, and that they have given permission for their personal information to be used in the way we have described. If you give us sensitive information about yourself or others (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) to us processing this information in the way set out in this document.

A Centrica Business – British Gas Business is a trading name of British Gas Trading Limited. Registered in England No. 3078711. Registered Office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD.

The Direct Debit Guarantee



- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored by your own Bank or Building Society
- If the amounts to be paid or the payment dates change, Connaught Compliance Gas Services Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed
- If an error is made by Connaught Compliance Gas Services Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us

If you smell gas

Telephone the free Transco emergency service immediately on:

0800 111 999

If you have a boiler breakdown please call:

0845 778 9400

Terms and Conditions for your British Gas BusinessCare Agreement

British Gas
Business

Under your BusinessCare agreement, we aim to provide a safe, high-quality service to repair and maintain the equipment included in this agreement. If you have any questions or concerns, please call 0845 778 9400.

Definitions

Wherever the following words and phrases appear in these Terms & Conditions, they will have the following meaning:

Business Premises

The address you have specified for Business Use where the System or Boiler is located.

Business Use

Means the use for the System or Boiler at the Business Premises; the System or Boiler must be supplied gas under a non domestic gas contract. Where gas usage is mixture of domestic and non domestic, British Gas Business can only offer a non domestic gas contract for all gas used if the non domestic usage exceeds 40%.

System

Relates to the central heating system covered under your HeatSure agreement. Please see the attached diagram showing the central heating system components (collectively the System) included in the HeatSure agreement. Systems generally comprise a Boiler, 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).

Boiler

Relates to the central heating boiler under your HeatSafe & HeatSure & HeatSure4 agreement. This agreement does not apply to Boilers which exceed 70kW net input or is an unconventional burner type (for example, forced draft) and these will not be included in your agreement.

1. British Gas BusinessCare

1.1 HeatSure & HeatSure4

A – What is included:

This service is for maintaining and repairing a single mains gas, wet (using water) central heating system (excluding electric systems) at the Business Premises for Business Use and includes:

- An Annual Service of your System (except electric boilers and parts of the System that aren't readily accessible). Please read the section 'Annual Service and First Service' for full details
- A Gas Safety Record for your Boiler and up to 3 additional mains gas appliances located at the same Business Premises
- A customer helpline available 24 hours a day, 365 days a year
- No limit to the number of call-outs to carry out work included under the agreement

- Getting to your System (where shown), in the event of a breakdown up to £1,000 (including VAT)
- Advice about your System from the engineer, during your visit
- Parts and labour if the System breaks down or needs repair

There is no age limit on your System and it does not matter who installed it, as long as all the essential working parts are available and we have approved it.

B – What is not included:

- The cost of any specialist equipment required to inspect any part of your System
- Removing sludge or hard-water scale from the System
- Replacing your Boiler
- Repairing or replacing appliance flues that aren't part of your Boiler
- Repairing or replacing parts of your System and controls that are specifically designed for piped or electric underfloor heating
- Repairing or replacing designer radiators and towel rails

Please see General Exclusions under section 2.

C – Response Times

We will attend your Business Premises within a reasonable time of being informed of a breakdown of your System. Where our HeatSure4 service has been purchased as part of the HeatSure agreement, we will attend your Business Premises within 4 hours of being informed of a breakdown.

D – Gas Safety Record

At the same time as we carry out the Annual Service, we will carry out an inspection and issue a Gas Safety Record for the Boiler along with up to 3 additional mains gas appliances at the same Business Premises.

If you are a Business Use landlord, British Gas can provide you with the Gas Safety Record in the form of a CP12, which is included within this agreement.

1.2 HeatSafe

A – What is included:

This service is for an annual service only of a single mains gas, wet (using water) central heating Boiler (excluding electric systems) at the Business Premises for Business Use and includes:

- One Annual Service of your Boiler. Please read the section 'Annual Service and First Service' for full details
- A Gas Safety Record for your Boiler and up to 3 additional mains gas appliances located at the same Business Premises
- A customer helpline 24 hours a day, 365 days a year
- Advice about your Boiler from the engineer, during your visit

B – What is not included:

- Parts and labour if your Boiler needs repair. You can choose to have extra work done on your Boiler or System which the Boiler operates, **but you will have to pay for the parts and labour used**

Please see General Exclusions under section 2.

C – Gas Safety Record

At the same time as we carry out the Annual Service,

we will carry out an inspection and issue a Gas Safety Record for the Boiler along with up to 3 additional mains gas appliances at the same Business Premises.

If you are a Business Use landlord, British Gas can provide you with the Gas Safety Record in the form of a CP12, which is included within this agreement.

2. General Exclusions

2.1 Design or existing faults

We will not include the cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered the agreement, or which we could not identify on our First Visit of that particular System, using reasonable care and skill.

2.2 Third-Party or accidental damage

We will not include the cost of repairs relating to damage caused by you or someone else.

2.3 Consequential loss

Unless we are responsible for it, we will not include loss or damage to property (including any cleaning needed) caused by the System or any part of the System breaking down or leaking (for example, damage to furniture caused by water leaks), including (whether direct or indirect) loss of profit, revenue, contract, goodwill or other financial and special loss. The total aggregate liability of us to you or you to us shall not exceed the value of the services provided under this BusinessCare agreement. This exclusion shall not apply to death or personal injury caused by the negligence of us or you. Any redecoration or rectification that may be needed following our work (including works required to access your System) is your responsibility, unless we have been negligent.

2.4 Normal insured risks

We will not include the cost of repairing faults, or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your business insurance to make sure you have enough cover for these risks.

2.5 Other

We will not include the following:

- Systems where the Boiler exceeds 70kW net input or is an unconventional burner type (for example, forced draft)
- Replacing the Boiler for any reason
- Improvements/upgrades - including work that is needed to bring your system up to current standards and regulations. Examples of improvements include System upgrades, such as adding thermostatic radiator valves, replacing parts such as flues or vents that do not meet current standards, and replacing working radiators with improved models (these are examples only, not a complete list). You may need to have improvements carried out before we are able to complete other repairs to your System
- Replacing or repairing parts that do not affect how the System works or decorative or specialist parts
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer)

- Repairing faults or clearing physical blockages (such as rubble, sludge and scale, air locks as a result of a System design fault) if we have told you permanent repairs or improvements are needed to make sure your System works properly. We will only tell you this if, in our expert opinion, it is necessary
- Removing asbestos associated with repairing the System. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at your property
- Cash alternatives for repair or maintenance
- Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent or broken this agreement
- Repairing or replacing any lead or central heating iron pipes
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services
- Repair or replacing building energy management systems

3. About Your Agreement

3.1 Service coverage

There are a few areas of Great Britain where we do not provide agreements. If this affects you, we will tell you when you apply.

3.2 Period of agreement

Your agreement runs for 12 months from the date it begins, or is subsequently renewed, until you or we cancel the agreement (see 'Cancellation'). You may cancel the agreement in advance of an anniversary. We will contact you about renewal before each anniversary with details of any change to the Terms and Conditions or price.

3.3 Start date and payment

Your agreement begins when we have processed your application.

3.4 Moving premises

If the Business Premises are relocated, please notify us as soon as possible about any change of address (we may require you to provide us with a record of a change of address) and we can cancel your agreement or you can request that a new BusinessCare agreement commences at your new Business Premises where we will arrange for a First Service (please refer to section 3.5).

3.5 First Service

We will inspect your System or Boiler to make sure it is safe and in good working order. Your service engineer will fill in a report to show you what he or she has checked. We will normally do the First Service within 28 days of the beginning of the agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services. If the First Service reveals a problem, we may:

- Tell you what work is needed to bring your System or Boiler up to standard before the agreement can commence and what it will cost you for that work to be done

- Cancel the agreement and refund any money paid excluding the cost for a Gas Safety Record
- We will not carry out a First Service if we have already carried out an Annual Service at the Business Premises within the last 12 months.

3.6 Annual Service

We will normally carry out an Annual Service at the same time as the First Service. If we do not carry out a First Service because we have already carried out an Annual Service at the Business Premises within the last 12 months, we will normally arrange for your First Service, 12 months from the date we last inspected the System or Boiler.

After that, we will carry out an Annual Service once in every year of your agreement. We will aim to carry out the Annual Service around the same time each year where possible. This will depend on our workload and your preference for an appointment. As long as we can get into your Business Premises, we will always make sure we check that your System or Boiler is safe. You can also call us at any time to arrange or rearrange your Annual Service.

3.7 Gaining access to the Business Premises

We will agree with you a suitable time and date for the First / Annual Service visit to take place. Our appointment times are 8am – 5pm (Monday to Friday). Where you ask us to complete the First / Annual Service outside of these times, such a visit may be subject to an additional charge.

We will let you know when it is time to carry out a First/Annual Service. It is your responsibility to arrange appointments and to let us into the Business Premises. If we cannot gain access to the Business Premises, we will be unable to carry out the necessary First/Annual Service or repair. If this happens, we will tell you so that you may arrange another appointment. If you do not arrange an appointment or we cannot gain access, the agreement will continue even though we have been unable to carry out the First/Annual Service. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

3.8 Cancellation

We may cancel your agreement in the following circumstances:

- If you have given false information
- If you do not make an agreed payment
- If we find the Boiler type exceeds 70kW net input or is an unconventional burner type (for example, forced draft)
- If we find something wrong at the First Service
- If we have advised you that permanent repairs or improvements are needed to make sure your System works properly, and that you do not follow our advice within a reasonable period. This advice may include replacing your boiler and/or any part of your System
- If we are not reasonably able to find parts to keep your System working safely
- If circumstances arise (including health and

safety issues) which make it inappropriate for the agreement to continue

- If your System or Boiler is changed without our prior approval
- If we give you reasonable notice that we are going to cancel
- If we cannot gain reasonable access to your System or Boiler due to a design fault

If we cancel your agreement, we will:

- Give you a full refund if we find something wrong at the First Service which you choose not to rectify (HeatSure and HeatSure4 only)
- Give you a refund based on how long is left of any 12-month Direct Debit payment you have already made (HeatSure & HeatSure4 only)
- Not refund the cost of performing and producing the Gas Safety Record (unless previously agreed otherwise with you)

If you cancel the agreement with us, we will not normally give a refund unless you permanently leave the address where the System or Boiler is located (we may require you to provide us with a record of a change of address). We would then normally give you a refund based on how long is left of any 12-month period for which payment has already been made, save for any deduction made for our administration costs. You and we may agree to credit any refund against a new BusinessCare service agreement at any new Business Premises.

If you cancel your agreement for other reasons (or we cancel it as a consequence of your payment behaviour) in any year, we may charge you an amount that brings your total payments in that year up to the amount that would otherwise have been payable but for the cancellation.

3.9 Safety advice

We may advise you that permanent repairs or improvements are needed to make sure the System or Boiler works safely (for example, to comply with Gas Safety (Installation & Use) Regulations 1998). If you do not follow our advice, it may mean that we are unable to fulfil all of our obligations under the agreement. In this case, the agreement will continue to run unless you tell us you would like to cancel or if we cancel the agreement (see 'Cancellation').

3.10 Labour

The BusinessCare agreement is with British Gas Trading Limited. The service provided under this agreement will be fulfilled by Connaught Compliance Gas Services Ltd who employs registered service engineers who have appropriate qualifications in order to ensure that the work they carry out is in accordance with the Gas Safety (Installation & Use) Regulations 1998.

3.11 Getting to your System

We include our cost of getting to your System or Boiler (parts and labour) up to £1,000 (including VAT) for each breakdown, for example, pipes or wiring buried in walls. We do not include any costs associated with providing specialist equipment to gain access to your System for the First/Annual Service inspection (including, but not