Green Deal Assessments on domestic properties

TERMS AND CONDITIONS

Please read this document carefully as it will tell you everything you need to know about the terms and conditions on which we will deal with each other when you ask us to carry out a Green Deal Assessment (the “assessment”) at your home so that we can prepare a Green Deal Advice Report (the “advice report”). The assessment will rate your home’s energy efficiency and assess how the people living there use it. The advice report will make tailored recommendations that are industry standard and completely independent.

Carrying out your assessment

1. One of our accredited Green Deal Advisors (the “advisor”) will carry out the assessment at your home. We will either employ the advisor or they will be our agent. However, the advice they give you will be totally independent and impartial.

2. The assessment may include a technical survey of your home, which may involve drilling a small hole in one or more (in the case of extensions to your property) of your outside walls to see if your cavity walls are suitable for insulation. To carry out the assessment the advisor will also need to access all rooms of your property and certain other areas of your property, such as the boiler, loft, back of the garden and so on. We will assume that access is available to both the inside and outside of your property at the time of the assessment. The advisor will record certain information for monitoring and compliance purposes and may also take pictures, for example of the appliances, boiler and electricity meter.

3. The time estimate given for carrying out the assessment is our best estimate and we will make every reasonable effort to complete it at the agreed time and within the timeframe given. We will not be responsible for any delays or losses if we cannot carry out or finish the assessment for reasons which are beyond our control such as fire, accidents, bad weather, industrial disputes, strikes and lockouts, which we are not directly involved in, or if we need more information or investigation so we can finish the assessment.

4. We can only provide the assessment if one of our advisors is available to change or withdraw the assessment at any time.

5. If you have asked us for any other services that fall outside the scope of the assessment described in these terms and conditions, these other services will not form part of the assessment.

Permission and approvals

6. You may have to get some forms of permission before we can carry out your assessment. For example, if you are a tenant, you will need the landlord’s written permission before we can carry out an assessment. Similarly, if you rent out your property, we will need permission from the tenant (or tenants) to access all areas of the property (as mentioned in clause 2 above) and they will also need to provide information needed for the occupancy assessment (see below).

7. We will not be able to go ahead with any assessment if you have not received the appropriate permission where you cannot give us enough evidence you have received the permission. We will not be legally responsible if we cannot go ahead with the assessment as a result.

8. If you do not own your home, we will need written permission from your landlord before we install any energy-efficiency measures paid for under the Green Deal scheme (a Green Deal Plan). This permission may depend on the conditions of your tenancy agreement.

Green Deal Advice Report

9. After the assessment has been completed, the advisor will produce an advice report, which will include an Energy Performance Certificate (EPC) and an occupancy assessment, which will form the basis of the advice and recommendations for how to improve the energy efficiency of your home.

Energy Performance Certificate

10. The purpose of an EPC is to measure the energy efficiency, and the effect on the environment, of your home. The advisor will produce the EPC. A copy of the EPC will also be added to the Domestic Energy Performance Certificate Register, which is operated by Landmark on behalf of the Government for properties in England and Wales and by the Energy Savings Trust for properties in Scotland. The EPC will be publicly available and some of the information from it may be shared with others for purposes of research, compliance and when sending out information directly about energy efficiency. The current property owner or tenant may choose not to have this information revealed.

11. Before the assessment, we will carry out a search on the Domestic Energy Performance Certificate Register. If there is an existing EPC for your home which was added to the register after April 2012, we will take account of this information during the assessment. However, you would need a new EPC if there has been a change to your home since the time that EPC was added and you decide to take out a Green Deal Plan.

12. The Green Deal provider will add a new EPC to the register after any measures under a Green Deal Plan have been installed.

Occupancy assessment

13. As part of the assessment, the advisor will also need to work out how much energy you use each year. To do this, they will need to read your meter and estimate your energy bills for the last 12 months. If you cannot provide these for the last 12 months, we can still finish the assessment but the advice report will be less accurate. The advisor will also need to know certain details about your energy usage, including the temperature your home is heated to, the number of hours the heating is on and the number of showers and baths your household take each day.

14. We will send you the advice report within 28 days of the assessment, which will include the accredited EPC and occupancy assessment and will set out impartial advice and recommendations for how to improve the energy efficiency of your home.

15. You will only be able to take out Green Deal finance for a Green Deal Plan if your property has an electricity meter and is supplied by a licensed and qualifying Green Deal electricity supplier. Some smaller electricity suppliers may not qualify as Green Deal suppliers and so will not be able to cover Green Deal charges. If you are currently with this kind of supplier, you would have to switch to a qualifying Green Deal supplier before taking out a Green Deal Plan.

16. You will need to give the Green Deal provider you take out a Green Deal Plan with the MPAN (meter point administration number), and electricity account number for the electricity meter at your property. You can find these on your electricity bill.

Charges and payment

17. The charge for the assessment and advice report will be as shown on our website www.britishgas.co.uk/greendeal, and will depend on the following terms and conditions. All prices include VAT at the current rate.

18. The price quoted is valid for 28 days from the date of the quotation and assumes that your assessment will take place within 90 days of you asking for an assessment and that you have received all the permission you need for the assessment to take place. If we reasonably decide that we may not be able to complete your assessment within the 90-day period for reasons outside our control, we may change the quotation. After this time, you will have a further 28 days to accept the quotation.

Legal responsibility

19. We will rely on the information and answers to questions you give to the advisor when preparing the advice report and will not accept responsibility for any mistakes in it that are a result of any incorrect information given. If you decide to take out a Green Deal Plan with us, we will work out the finance available based on the advice report and we will not accept responsibility for any mistakes in the charges or the Green Deal Plan that are a result of any incorrect information given.

20. We accept full legal responsibility if anyone dies or is injured as a result of our negligence or if we act fraudulously. If you suffer any loss or damage, we will not pay more than £1,000,000 for each event that causes you loss (or if there are number of connected events that cause you loss, £1,000,000 in total for these events). We will not, under any circumstances, be responsible for:

- Any financial loss or damage, for example, loss of profit, income, business, contract or goodwill.
- Any loss which, when we made this contract with you, we would not reasonably have been expected to happen even if we, our employees, subcontractors or agents did not follow these terms and conditions.

Right to cancel

21. You are entitled to cancel this agreement. If you want to cancel, you must do so in writing and deliver notice personally or send it by recorded delivery or registered post to Green Deal Team, British Gas, Canal Street, Leeds, LS12 2UE or by email to greendeal@britishgas.co.uk at any time within 14 working days starting from the date we send you the confirmation of appointment. We will treat the notice of cancellation as served as soon as it is posted or sent to us or, in the case of electronic communication, from the date it is sent to us. We will refund the price paid for the assessment as soon as is practicable.

22. If you decide to cancel this agreement and you have given your written agreement for any assessment to take place within the 14-working day cooling-off period, you can still cancel up to 24 hours before we are due to visit.

Using personal information

23. This section sets out how we use personal information. We or our agents may use information about you to do the following:
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- Provide you with the services you have asked for (which may include loyalty and incentive schemes).
- Offer you accounts, services and products from us and our partners. To help us make these offers we may use an automatic scoring system which uses information about you from other credit reference agencies, as well as information about you from other companies.
- Help run, and contact you about improving the way we run, any accounts, services and products we provide or plan to provide.
- Create statistics, test computer systems, and analyse information to help us improve our products and services, and create marketing opportunities. This includes using information about what you buy from us and how you pay for it, for example the amount of gas or electricity you use and any discounts we have offered you.
- Help to prevent and detect debt, fraud or loss.
- Help train our staff.
- Contact you in any way, including by post, email, phone, text message or other forms of electronic communications (such as through your smart meters) or by visiting you about products and services we and our partners are offering. We may also monitor and record any communications we have with you, including phone conversations and emails, to make sure we are providing a good service and meeting our regulatory and legal responsibilities.

When we contact you, we may use any information we hold about you to do so. So we may contact you by email, phone, text message or other forms of electronic communications (such as using smart meters) or by visiting you. If we are contacting you to tell you about offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information (your recorded marketing preferences). You can ask us not to send you any information on our offers at any time by contacting us and giving us your account details.

We may allow other people and organisations to use information we hold about you (including other Centrica Group companies such as those using the British Gas, Scottish Gas and Dyno Group brands) to do the following:

- To provide services you have asked for (this may involve providing information to members of your family or household, anyone acting on your behalf or other people who may be interested, such as landlords or letting agents).
- As part of the process of selling one or more of our businesses.
- To help to prevent and detect debt, fraud, or loss (for example by giving this information to a credit-reference agency) – we have described this in more detail below.
- If we have been asked (for example by Ofgem or a lawyer) to provide information for legal or regulatory purposes.
- As part of any current or future legal action.
- As part of government schemes for sharing information, for example schemes designed to help stop fuel poverty (where people cannot afford to pay for heating and electricity).
- To help manage any loyalty or reward schemes.
- To pass information to an insurer to manage any insurance policy (including underwriting and claims, to help develop new services and to assess financial and insurance risk), if you hold an insurance policy with us. If you do not pay your debt (we may transfer your debt to another organisation and give them details about you and that debt).

Sometimes these other people and organisations may be outside the European Economic Area (EEA) and because of this we may pass your information to countries that do not have the same standards of protection for personal information as the UK.

If we suspect you have committed fraud or stolen energy by tampering with the meter or diverting the energy supply, we will record this on your account record and may share this information with Ofgem and other people who are interested (such as other energy suppliers, landlords and housing associations). We may use this information to make decisions about you, your character, how likely we think you are to pay for your gas or electricity (or both) and future energy services.

We may also record sensitive personal information such as criminal offences you have been accused of. Also, if the gas or electricity supply to your property has previously been tampered with or if gas or electricity has been stolen, or we suspect it has been stolen, we may take this into account when we decide what products or services we can offer you and what terms and conditions we give you.

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, including Gas Safe (which replaced CORGI) and the ECA (Electrical Contractors Association). 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. They may also use this information for health-and-safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that your appliances meet building regulations.

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 us to use their personal information in the way we have described in this section. If you give us sensitive information about yourself or other people (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) that we can use this information in the way set out in this document.

You are entitled to have a copy of the information we hold about you and to have any inaccurate information corrected. We may charge a small fee for providing a copy of any information we hold about you. For more information about this, please write to our Privacy Unit at Lakeside West, 30 The Causeway, Staines, Middlesex TW18 3BY, or email CentricaDataProtection@Centrica.com.

General and governing law

We may cancel this agreement immediately at any time by giving you written notice. If we cancel this agreement without good reason, we will pay you reasonable costs or losses you suffer as a direct result.

These terms and conditions set out the entire agreement between you and us. Nobody other than you will be able to benefit from this agreement.

These terms and conditions and any claims or disputes arising from them (whether contractual or non-contractual) are governed by the laws of England and Wales (if your home is in England or Wales) and by the laws of Scotland (if your home is in Scotland). British Gas is the trading name of British Gas Trading Limited, registered in England & Wales: Number: 3078711. Registered Office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD and British Gas New Heating Limited, registered in England & Wales: Number: 6723244. Registered office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD. Installation is provided by British Gas New Heating Limited. Website: www.britishtas.co.uk.

By signing below you confirm the following:

- You are either the owner of your home or, if you are the tenant, have the landlord’s written permission, or if you are the landlord, have the tenant’s written permission, for us to carry out the assessment.
- You have full authority to enter into this contract.
- You have understood what has been explained to you by our customer service team.
- You understand that we will rely on the information and answers to questions you give to the advisor and they will form the basis of the advice report and in working out any Green Deal Plan that you may take out.
- You understand that the advice report is ‘portable’, in other words, you can take it to any Green Deal provider to ask them for a quotation to install energy-efficiency measures.
- You have received and read a full copy of our terms and conditions for the assessment and you accept them.

If you have asked for any other services as well as the assessment, you confirm that you have given your permission at least 24 hours before this assessment visit for the other services to be delivered during the assessment visit.

Signature:

Print name:

Date: