

Terms and Conditions for Commercial Installations

December 2016

britishgas.co.uk/business



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Contact us

For **guarantee** queries: 0845 071 4444*

For appointment bookings, **surveys** and cancellations: 0800 316 5164*

For quote queries or post acceptance queries: 0800 316 5164*:

For appointment bookings, **surveys**, and cancellations:

businessinstallsalesteam@britishgas.co.uk

For post acceptance queries including planning , installation and post installation queries: **commercialinstallations@britishgas.co.uk**

* Calls may be monitored or recorded for quality assurance and compliance purposes
Calls to 0800 numbers are free of charge and calls to 0845 numbers are charged at 4 pence per minute plus your telephone company's network charge.

Welcome to our Standard Terms and Conditions for British Gas Commercial Installations

This **contract** is between British Gas New Heating Limited ('**British Gas**', 'we' or 'us') and you, our **customer** ('you').

This **contract** shall apply to all **sites** which we provide the **works**.

1 The Quotation and Acceptance

1.1 A separate **quotation** will be sent to you for each separate **phase** (if any).

1.2 Each **quotation** (and any acceptance thereof) is subject to these **standard conditions**. In the event of any conflict between these **standard conditions** and any other document including a **quotation** or notice (issued as part of the **contract**), these **standard conditions** shall prevail but only to the extent of the conflict.

1.3 Any terms and conditions of the **customer** (whether oral or written) shall be excluded, unless expressly agreed by us in writing.

1.4 Each **quotation** shall remain open for acceptance for 28 (twenty eight) days from the date of the **quotation** but may be withdrawn by notice by us at any time prior to acceptance. The **quoted price** is based on the likely costs of labour, materials and transport to **British Gas** at the date of each **quotation**. Upon acceptance by you of each **quotation**, you must fully cooperate with the **British Gas team** in ensuring all **works** are completed within 90 (ninety) calendar days of the date of each

quotation, unless otherwise stated by us. If this is not complied with or the **works** are not completed within this time, **British Gas** shall have the right to amend the **quoted price** accordingly, including any increase in the rates of **British Gas** for labour, materials or transport.

1.5 The **quoted price** is based on the assumption that the whole of the **works** will be carried out by the **British Gas team** and on the basis that the **British Gas team** will be provided with free and unrestricted access to the **site** during **normal working hours**. We shall not, unless otherwise agreed in writing, be bound to carry out any of the **works** outside our **normal working hours** but where, at your request for reasons of safety or in compliance with the requirements of any authority, any **works** are carried out outside these hours, we shall be entitled to make a reasonable additional charge for the extra cost incurred.

1.6 Unless otherwise expressly stated in each **quotation**, the **works** shall not include (and the **quoted price** is exclusive of) any of the following:

- (i) works not reasonably foreseeable or anticipated from (a) a visual inspection during the **survey** or (b) any information provided from you or a third party to us;
 - (ii) any additional works or charges that are required as a result of information, provided by you or a third party, which is inaccurate or requires subsequent changes;
 - (iii) any **traffic management** costs and associated charges, these will be applied only after the **works** are underway;
 - (iv) if there are any changes at **site** or in the scope of **works**, which could change or impact the agreed method, equipment or materials of any of the **works** or **quotation** such as engineering difficulties, site conditions or otherwise;
 - (v) any **guarantees** of room or water temperatures or any energy efficiency savings;
 - (vi) any notifications or applications to the local authorities (or equivalent) or the landlord and any consents or permissions in respect to listed building requirements, planning permission or otherwise;
 - (vii) boxing in of pipe work or painting and polishing of pipes;
 - (viii) making good and/or decorative work post completion of the **works**;
 - (ix) cutting away;
 - (x) provision and erection of scaffolding;
 - (xi) repairing or replacing of appliance flues;
 - (xii) protection of pipework/cabbling where it may come into contact with corrosive materials;
 - (xiii) other builders', joiners', blacksmiths', steelworkers' or electricians' work including rectification of any inherent fault at **site** in which the **works** are to be carried out or any foundations necessary to support and distribute the weight of any equipment or material including permanent reinstatement of trenches in private ground;
 - (xiv) any guards around any portion of the **site**;
 - (xv) the provision and fitting of any sleeves, ducts or chambers which are required;
 - (xvi) meter boxes and other meter housing(s);
 - (xvii) measures required to protect equipment from adverse environmental conditions and/or harmful substances that were not previously notified to the **British Gas team** or are not visually apparent at the **survey** upon which each **quotation** is based;
 - (xviii) any improvements which are needed to your heating or plumbing **system** or electrical installation, including any repairs identified or needed due to design faults in your current **system**, or any work needed to bring your **system** or installation up to current standards;
 - (xix) any work required as a result of any fault or failure of the electrical system at **site** or the public electricity, gas or water supply to the **works**; and
 - (xx) work with asbestos or any other toxic or hazardous substances and including the removal thereof.
- 1.7 You shall fully reimburse us in respect of any costs, by way of a **variation**, not included in each **quotation** but necessarily incurred or expended by us as a result of Clause 1.6 or as a result of you failing to carry out any of your obligations (including any act or omission by you) in accordance with any other clause of these **standard conditions**.

- 1.8 The **quoted price** is inclusive of **VAT** at the appropriate current rate.
- 1.9 Unless otherwise set out in these **standard conditions**, all goods and materials will remain our property until you have paid the **quoted price** in full.
- 1.10 **British Gas** reserves the right to:
- (i) require the full amount of the **quoted price**, or any proportion thereof such as a security deposit, to be paid upon acceptance of the **quotation** before commencing the **works**;
 - (ii) submit interim charges to you for the value of the **works** completed to date and any balance of the **quoted price** to be paid upon completion of the **works** (unless otherwise expressly agreed in writing by us or our recommended payment provider on behalf of us). Any payment plans are subject to credit status and may be amended or cancelled if your credit status changes during the **works**; and/or
 - (iii) to ask you to pay any of the remaining amounts of the **quoted price** immediately and in any event within five **working days**, regardless of the payment plan previously agreed with you.
- 1.11 All charges shall be paid by the earlier of (a) 28 days after the date of the **British Gas** invoice or (b) the date specified in the **British Gas** invoice. If you fail to make any payment by the due date on any invoice, we may charge:
- (i) fixed-sum charges to a maximum of £100 (in line with the Late Payment of Commercial Debts Regulations 2013);
 - (ii) any other reasonable costs of recovery;
 - (iii) interest (on amounts you do not disagree with) at 4% above HSBC Bank's base rate from the day after the bill was due, and we may suspend the **works** until payment is made and/or request you pay the remaining amount of the **quoted price** in full.
- 1.12 We may offset any credit balances to overdue debit balances.
- 1.13 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:
- (i) ask you to pay in a different way (for example: by direct debit instead of cash or cheque);
 - (ii) ask you to pay us a security deposit or to increase any security deposit that we already hold on your behalf;
 - (iii) ask you to arrange a guarantee in the form we request from your parent company or from one or more directors, shareholders, or members, confirming that they will be responsible for any amounts due under this **contract**;
 - (iv) ask you for any other form of security; or
 - (v) ask you to pay the remaining amount of the **quoted price** in full.

2. Consents and Requirements

- 2.1 Unless we have otherwise agreed in writing with you, you shall be entirely responsible, at your sole cost and expense, for the following and if any of the following do arise this may result in a **variation**, a change to timing or the design of the **works** or a **delay**:

- (i) removing any fixtures and fittings or growing items prior to us commencing **works** as we will not replace them if they are destroyed or damaged;
- (ii) the design of the **works** is subject to third party approval such as local council and/or **traffic management** approval;
- (iii) obtaining any necessary easements, wayleaves, authorities, permissions, consents or licences which are necessary prior to undertaking the **works** including landlord consent, **traffic management**, local authority notices, planning permission or listed building applications;
- (iv) providing an asbestos risk register and any information regarding asbestos that we may reasonably request;
- (v) providing such information, drawings or specification within your possession or control as we may reasonably request;
- (vi) carrying out such requirements as we may reasonably request in order to assist us in carrying out the **works** including any preparatory works which we advise you are required and obtaining all necessary rights of access;
- (vii) providing details of the proposed finished ground level where it is intended that such level shall be altered (other than by us) in the course of the **works**, and providing such finished level of the area on which we place equipment in conjunction with the **works**;
- (viii) providing all reasonable assistance, adequate space and access to us to enable us to properly and effectively carry out the **works** including excavations (if any) or a contact who can give instructions and is a person aged 18 (eighteen) or over at the **site** at all times;
- (ix) providing suitable secure space for keeping tools, fittings and materials;
- (x) unless otherwise included in the **quotation**, you are required to (a) arrange all excavations (including costs) and (b) provide the appropriate material (as specified by us) to fill in the excavation such as fine fill (for example: soft sand) for the **British Gas team** to cover the installation by 250mm;
- (xi) making available suitable electrical power for the operation of tools and testing of equipment and any fuels (gas or oil) and water to be used in carrying out the **works**;
- (xii) ensuring that the safety earthing arrangements at **site** meet the standards set out in the current Institute of Electrical Engineers regulations;
- (xiii) making available any equipment or facilities required in each **quotation**;
- (xiv) providing and constructing suitable meter housing in accordance with Clauses 2.3 to 2.6;
- (xv) ensuring (a) the interests of health and safety (b) access at all times to a member of your staff familiar with the **site** and safety procedures when the **British Gas team** is on **site** and (c) all work areas are free from obstructions, scaffolding or any other hazards prior to work commencing on **site**;
- (xvi) providing a safe working environment that is free of hazardous chemicals, pest infestations, verbal or physical abuse, or harassment;
- (xvii) providing temporary gas or electricity (as applicable) as there may be days where this is not available;

- (xviii) ensuring that neither you nor any of your employees, agents or **contractors** interfere with any equipment or materials provided by the **British Gas team** in connection with the **works**; and
- (xix) if an **abortive site visit** occurs, we reserve the right to charge a reasonable fee to cover any costs that we may incur as a result of an **abortive site visit**.
- 2.2 You may decide to call a specialist contractor for any of the excluded works set out in Clauses 1.6 and 2.1 above. Alternatively, it may be possible for us to do this work for you at a cost which we will agree in advance.
- 2.3 Any gas meter housing must be in accordance with the guidance given in British Standard BS6400 (or equivalent); the Ofgem metering codes of practice and the Institution of Gas Engineers and Managers recommendations on gas meter installations, as amended or updated. Your attention is drawn to the special restrictions and provisions in the Gas Safety Management Regulations relating to the installation of gas meters on or near escape routes such as stairways.
- 2.4 Any electricity meter housing / cupboard must be manufactured in accordance with the guidance given in the Energy Networks Association Technical Specification document number 12-3 (ENATS 12-3), BS 476 Part 7 Class 2 for fire retardance, the Ofgem metering codes of practice as amended or updated. Meter cupboards, where fitted in domestic premises must be able to accommodate the Supply Industry's service termination equipment in particular cut outs to Energy Networks Association

Technical Specification 12-10 (ENATS 12-10), meters to BS 5685, time switches to BEBS M3 (1973) and Radio Teleswitches.

- 2.5 Internal meter locations must be adequately and naturally ventilated to the outside air to comply with IGE/GM8 requirements (the room of the meter must be a minimum of 3% of the total floor area and should be equally distributed and disposed (a split of 50/50) between high and low levels between the outside walls) and where the internal meter location contains any electrical equipment including lighting, then the room must be ventilated in accordance with IFE/GM7 requirements as it will be classified as a zone 2 hazardous area.
- 2.6 Any water meter housing must be in accordance with the Water Regulations Advisory Scheme and consistent with the Water Supply (Water Fittings) Regulations 1999, the Water Byelaws 2004 (Scotland) and the Northern Ireland water regulations. It also should be granted WRAS Approved Product status.

3. Our services

- 3.1 We will provide the **works** using reasonable skill and care and will be of a quality that keeps to generally accepted industry standards.
- 3.2 Save as required by law, regulation or set out in this **contract**, we disclaim and you waive all other warranties, express or implied, with respect to the **works**, arising by law, regulation or otherwise, including any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy, claim in tort, notwithstanding any fault, negligence, strict

- liability or product liability of ours (whether express or implied).
- 3.3 Where our **works** do not include any existing parts, equipment or ancillary plant, we will not be liable or held responsible for any defects, design faults or the overall condition such as serviceability, effectiveness and checking they remain in a good safe working order. If the effectiveness of our **works** is directly affected by these existing parts, equipment or ancillary plant we may be required to replace them and such costs will be additional to the **quoted price**.
- 3.4 Where outside underground pipe work is involved and it is agreed as part of the **works**, we will reinstate the surface to a reasonable interim standard in black tarmac or re-laid flags and to trench width only, unless otherwise agreed by us in writing. If any flags are damaged upon executing the **works** these will be replaced with pre-cast grey flags. For clarity, the interim restatement shall not include any specific patterns, paving or bespoke designs, special reinstatement or otherwise. If permanent reinstatement is included as part of the **quotation** this will be completed, by the **British Gas team**, after the **works** have been completed and the **British Gas team** has confirmed all is working as expected.
- 3.5 While we will make good unnecessary damage directly caused by our negligence, you accept that the **works** (including the removing or dismantling of existing fixtures and fittings including growing items) may cause damage and certain areas may need redecoration following completion of the **works**. When carrying out the **works**, we will exercise reasonable care to preserve decoration and avoid other damage to your **site**.
- 3.6 You are responsible for the final or permanent reinstatement of the **site** including the replacement of any flooring or tarmac and acknowledge this is not included in the **quoted price**, unless otherwise agreed in writing.
- 3.7 The existing gas supply may need to be isolated in order to enable the new gas connection. This will necessitate the completion of a gas tightness test on the whole gas installation. Whilst it is unlikely, our tests may reveal gas escapes, which legally must be repaired before the gas supply can be reinstated. We have not included this in our **quotation** and any work that arises from the failure of the gas supply will be additionally chargeable.
- 3.8 We shall use reasonable endeavors to provide the **works** in a timely manner. We will not be responsible for any **delays** including any additional costs to the **works** as a result of a **delay**. Time shall not be of the essence and where a **delay** arises we will have an extension of time as required to complete the **works**.
- 3.9 When we have completed the **works**, the **British Gas team** will collect and remove all non-hazardous waste, packaging and equipment no longer needed from the **site** for recycling including your existing parts and equipment, unless otherwise agreed by you. We will inform you when we plan not to remove any materials or equipment within the **site**.
- 3.10 We won't start or continue doing any of the **works** if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. If any asbestos needs to be removed beforehand, you'll need to arrange and pay for

someone else to remove it and give you a Certificate of Reoccupation which you'll need to show us.

4. Our guarantee

4.1 We will be responsible for repairing, rectifying or replacing any fault or defect in parts we have supplied, or fix any faulty work that only the **British Gas team** has carried out, in accordance with your **quotation**, within a period of 12 (twelve) months of the date we determine completion (the "**Completion Date**"), provided that you notify us within 30 (thirty) calendar days of the appearance of the fault or defect (our "**guarantee**"). This will only include design works and/or the **system** where this was part of our **quotation**.

4.2 We will accept no legal responsibility or liability for, and the **guarantee** shall not include:

- (i) offering you cash instead of carrying out repairs or replacements;
- (ii) an **annual service**;
- (iii) any **accidental damage**;
- (iv) repairs or replacement for minor damage that (a) doesn't stop your boiler or **system** from working properly or (b) that makes it unsafe, for example: if you've scratched your boiler casing;
- (v) any damage, defect or repair which is caused directly or indirectly by your negligence or default or that of any third party or deliberately damaged or misused (our engineer will use their expert judgement to determine how the damage was done);
- (vi) any damage that's caused by changes in, or problems with, the supply of your gas, water or electricity;

- (vii) any loss or damage you suffer if someone changes or interferes with the radio frequency setting of equipment at your **site** or it's affected by interference;
- (viii) any defect or faults which may arise later in any part, equipment or ancillary plant that was not included in the **quotation**;
- (ix) any fault or defect relating to your internet connection or Wi-Fi unless it is a British Gas or Hive product, we're not responsible for data transmission to, or from, appliances, devices or control systems;
- (x) any loss of, damage to, or cleaning of property, furniture, **site** or fixtures as a result of your boiler or **system** breaking or failing unless we caused it, for example: damage caused by water leaks;
- (xi) any damage caused by flood, explosion, lightning, storms, frost or other bad weather conditions;
- (xii) any structural issues that arise at the **site** after the **works** are complete, unless these issues arise as a direct result of our negligence;
- (xiii) any fault or defect relating to energy or central heating management systems;
- (xiv) repair or replacement of your gas supply pipe;
- (xv) damage caused by you failing to follow the manufacturer's instructions;
- (xvi) self-maintenance tasks, for example: re-pressurising and resetting the boiler and **controls**, bleeding radiators and thawing frozen condensate pipes;
- (xvii) replacing or topping up your **system** inhibitor unless we have removed it;
- (xviii) costs relating to access or making good any repairs in accordance with the **guarantee**;

- (xix) any improvements or upgrades for example: swapping standard radiator valves for thermostatic ones and replacing electrical cables that still work. We're not responsible for any improvements or upgrades as a result of legislation (Health & Safety or otherwise) or to meet current standards);
- (xx) any part of your boiler, **controls** or **system** which directly supplies another appliance, ancillary plant or facility such as a swimming pool;
- (xxi) resetting your **controls** or replacing the batteries;
- (xxii) any faults which existed prior to this **contract** and are not included in the **quotation** regardless of whether we've told you about them before and you haven't had them fixed or if we couldn't reasonably have been expected to know about before, for example: faulty pipes that don't have the correct protection and which are buried under concrete floors; or
- (xxiii) any loss of water to the **system** through radiator bleeding or leakage which results in the boiler failing to function. This will require manual intervention to re-pressurise the **system** via the manual filling loop and such method will be explained to you on completion of the **works**, you should check all of the above prior to placing any **guarantee** call out as call outs for this purpose will be chargeable.

4.3 For the **guarantee**, we shall have the right, at our sole option, to repair or replace any defective work or part, and any part removed automatically becomes our property. Where we replace any parts these will be **British Gas** approved and may not necessarily be an identical make and model or type of fitting. If our engineer doesn't have the parts they need with them, we will

first try to get original parts – or if not possible, reconditioned parts from the original manufacturer or an approved supplier.

- 4.4 We'll carry out any repairs or visits you're entitled to as part of the **guarantee** within a reasonable time, unless something is beyond our control which makes it impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.
- 4.5 From time to time, we may tell you that your boiler or **system** needs permanent repairs or improvements that aren't covered by your **guarantee** to keep them working safely. For example: if your ventilation doesn't meet current gas safety regulations. If you don't follow this advice it may affect your ability to claim under your **guarantee**.
- 4.6 At the end of the **guarantee**, we will offer you the opportunity to purchase similar products at an additional cost. If you choose not to renew with us, the manufacturer's residual warranty may continue to apply where appropriate. Please note a manufacturer's residual warranty will be subject to its own terms and conditions and we strongly recommend you read these carefully especially in relation to exclusions for example: it may require an **annual service** every year to ensure the warranty remains valid and using the appliance for commercial use could affect the warranty.

5. Variations

5.1 We shall be at liberty to refuse to undertake any **variation(s)**:

- (i) until we have received full payment for that **variation**; and/or
- (ii) where the **variation** substantially changes the volume or the nature of the **works** to be carried out pursuant to the **contract**.

5.2 Any work that is outside the scope of the **quotation** and is not a **variation** will be construed as a separate **quotation** (notwithstanding that the **work** carried out may be at the **site** or related **sites** where the **works** are being carried out) and a separate **quotation** will be issued.

6. Insurance

6.1 We will take out and maintain suitable levels of insurance (as we deem appropriate, using our sole discretion), in the event of any claims which are directly associated with the **works** and which arise out of our liability to persons or property, up to and including the **completion date** or the date of termination of our employment (whichever is earlier).

6.2 You will be required to take out and maintain a suitable joint names policy with your insurance provider that includes us up to and including the **completion date** or the date of termination of our employment (whichever is earlier) for:

- (i) the existing structures, together with the contents thereof owned by you or for which you are responsible for the full cost of reinstatement; and
- (ii) all risks insurance for the full reinstatement value of the **works**, and such cover shall include a waiver by the relevant insurances of any right of subrogation which they have against us or any sub-contractor.

7. Construction and Design Management Regulations 2015 (“CDM Regs”)

7.1 The **works** are likely to be covered by the **CDM Regs**. Each party undertakes to the other in relation to the **works** and the **site** that it shall duly comply with the **CDM Regs** (as appropriate).

7.2 **British Gas** is obliged under the **CDM regs** to satisfy ourselves that you, as a **customer**, are aware of your duties owed as a **customer**, before any **works** are carried out. **CDM Regs** place specific duties on you and also on any consultants and/or contractors that you may employ in connection with the **contract**. **CDM Regs** impose a duty on you to determine whether the **CDM Regs** apply to the **contract**. Where **CDM regs**, apply then the **customer** duties include; the appointment of a principal contractor and/or principal designer where necessary, ensuring that sufficient time is given to allow other duty holders to discharge their duties, information is given and provision is made, to allow for the effective management of health and safety of the **works**. More information can be obtained from www.hse.gov.uk/construction/cdm/2015/index.htm.

8. Assignment and sub-contracting

8.1 We shall be at liberty to subcontract the whole or any part of the **works** to other **contractors**, suppliers and may assign/novate our rights and obligations under this **contract** to another **contractor** or supplier.

8.2 Each **quotation** is personal to you and may not be assigned or transferred without the prior written consent of **British Gas**.

9. Force majeure and delay

9.1 A **force majeure** event is where an event occurs beyond the control of the **British Gas team** and such circumstances shall include:

- (i) the need to transfer **British Gas team** personnel from the **works** to an emergency or other **works** which they may be required to carry out;
- (ii) the non-availability for any reason of any materials or labour;
- (iii) the refusal, neglect or **delay** by you or your servants, agents or tenants to provide full access to the **site**; or by reason of the **site** being rendered unfit for the **works** to be carried out under this **contract** as a result of vandalism, squatting, other actions of third parties, environmental conditions or by infestation of insects or vermin;
- (iv) industrial action by your employees or the **British Gas team**;
- (v) the discovery of items of historical, archaeological, or specific scientific interest or ground/site conditions which could not have been reasonably foreseen;
- (vi) exceptional adverse weather conditions;
- (vii) any council, local authority, **traffic management** or transport operators' restrictions or permissions;
- (viii) any network owner permit restrictions or permissions;
- (ix) any other event or circumstance of **force majeure**; and
- (x) **delays** of which the **British Gas team** would not reasonably have been aware at the date

of issue of each **quotation** or which may subsequently arise after the **quotation** or as may subsequently be imposed under the terms of any Licence as defined and issued under the New Roads and Street Works Act 1991, as amended or updated, or reasonably requested by any highway authority acting in accordance with its statutory powers.

9.2 Provided that the **British Gas team** uses reasonable endeavours to avoid or minimise **delay** it shall not be liable to you in respect of any **delay** in commencing or completing the **works**. In the event that a **force majeure** arises at any time during the **works**, **British Gas** may terminate this **contract** forthwith and the provisions of Clause 11.2 shall apply.

10. Equipment and intellectual property

10.1 Unless otherwise provided in each **quotation**:

- (i) **British Gas**, as appropriate, shall at all times own the equipment and materials installed by us in connection with the **works** up to the completion of the **works**. You shall at all times after completion of the **works**, own and be responsible for maintenance of the equipment and materials installed by us in connection with the **works**. Risk of damage or loss of all equipment and materials shall be yours after delivery to the **site** and **British Gas** shall be entitled to charge you in respect of any necessary repair or replacement unless due to the wrongful act of the **British Gas team**.

10.2 All patents, copyright or other intellectual property rights in documents or items created or provided by **British Gas** in connection with the **works** shall be owned by and vest in **British Gas** and you shall return any copies thereof in its possession on demand or, in any event, on completion of the **works** or termination of this **contract**.

10.3 You shall grant **British Gas** a royalty-free non-exclusive licence to use any of your intellectual property required for the purpose of enabling **British Gas** to carry out the **works** and you warrant to **British Gas** that you are entitled to grant such licence without infringing the rights of any third party.

11. Termination

11.1 This **contract** may be terminated by written notice:

- (a) by sending us written notice, up to 14 (fourteen) days prior to the commencement of the **works**, informing us you would like to cancel;
- (b) by us for any reason prior to the commencement of the **works**; or
- (c) by us at any time where there is a change to the scope of the **works** or where you do not carry out any of your obligations under these **standard conditions**;
- (d) by **British Gas** immediately, if you:
 - (i) go into liquidation (or being an individual is bankrupt) or compounds with or convenes a meeting of its creditors or has a receiver, manager or administrator appointed or ceases or there is a potential that your business may cease; or
 - (ii) commit a material breach of any term or a breach of any material

term of the **contract** (as determined by us) which is (a) irremediable or (b) where such breach is capable of remedy, you have failed to remedy the breach to our satisfaction within 7 (seven) calendar days of receiving written notice requiring it to do; or

(iii) as otherwise provided for in the **standard conditions**.

11.2 Upon termination of this **contract** we shall repay your security deposit (if applicable) minus any costs listed below and where you have not paid a deposit you shall pay **British Gas** for any of the costs listed below:

- (i) full payment of all installments already due at the date of termination for any of the **works**;
- (ii) reimbursement of costs and expenses incurred by **British Gas** up to the date of termination or for which **British Gas** is unable contractually to avoid in relation to contracts placed in connection with carrying out the **works**; and
- (iii) any costs incurred by **British Gas** in reinstating the **site** and

12. Liability and defects

12.1 Subject to Clause 12.4, the liability of **British Gas** to the **customer** in respect of all claims arising out of or in connection with this **contract** in relation to a particular **phase** (including as a result of breach of contract, negligence or any other tort, under statute or howsoever caused) will be limited to the lower of (a) the **quoted price** for the **phase** to which the claims relate or (b) £500,000. The total liability of **British Gas** in respect of all claims across all **phases** will be limited to the lower of: (a) the **quoted price** as set out in each **quotation** or (b) £1,000,000.

12.2 Subject to Clause 12.4, if there are no **phases** the liability of **British Gas** to the **customer** in respect of all claims arising out of or in connection with this **contract** (including as a result of breach of contract, negligence or any other tort, under statute or howsoever caused) will be limited to the lower of (a) the **quoted price** as set out in the **quotation** or (b) £500,000.

12.3 Subject to Clause 12.4, **British Gas** will not be liable for:

- (i) any loss (whether direct or indirect) of profits, revenue, use, business, goodwill or business opportunity howsoever caused;
- (ii) any liquidated damages that may arise in connection to the **works**;
- (iii) any loss as a result of a **delay** to the **works**;
- (iv) any loss (whether direct or indirect) of data; or
- (v) any indirect, special or consequential loss or damage in each case arising out of or in connection with this **contract** (whether the claim is brought for breach of contract, negligence or any other tort, under statute or otherwise howsoever caused).

12.4 Nothing in this **contract** will limit **British Gas**' liability for:

- (i) death or personal injury resulting from the negligence of that party or its officers, agents, employees or sub-contractors;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other matter in respect of which liability cannot by applicable law be limited.

12.5 **British Gas** accepts no liability for any defect (or for its repair) which is caused directly or indirectly by the negligence or default of the **customer**, or of any third party.

12.6 The **guarantee** and the foregoing provisions of this Clause 12 sets out the **customer's** sole and exclusive remedy against **British Gas** for any defects, howsoever caused, and for any loss, damage or expense caused by or relating to any defect. For the avoidance of doubt, in the first instance, **British Gas** has the right, at its sole option, to repair or replace any defective items or part of the **works**, and any parts removed automatically becomes the property of **British Gas**. If, in the sole discretion of **British Gas**, repair and replacement is not economically or technically feasible or effective, then we may offer you an appropriate partial or full credit or refund of amounts paid with respect to the defective **works**, save that, subject to Clauses 12.1 and 12.4, in no event shall we be liable for any amount in excess of the **quoted price**.

13. Disputes

13.1 If a dispute arises out of or in connection with this **contract** or the performance, validity or enforceability of it ("**dispute**") then the parties shall follow the procedure set out in this Clause:

- (i) either party shall give to the other written notice of the **dispute**, setting out its nature and full particulars ("**dispute notice**"), together with relevant supporting documents. On service of the **dispute notice**, the complaint coordinator of **British Gas** and a representative of the **customer** shall attempt in good faith to resolve the **dispute**;

(ii) if the complaint coordinator of **British Gas** and a representative of the **customer** are for any reason unable to resolve the **dispute** within 30 (thirty) calendar days of service of the **dispute notice**, the **dispute** shall be referred to the complaint manager of **British Gas** and a senior official of the **customer** who shall attempt in good faith to resolve it; and

(iii) if the complaint manager of **British Gas** and the senior official of the **customer** are for any reason unable to resolve the **dispute** within 90 (ninety) calendar days of it being referred to them, the parties will attempt to settle it by mediation. The mediator shall be appointed by us. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the **dispute**, requesting mediation. A copy of the **ADR notice** should be sent to the mediator once appointed. Unless otherwise agreed by the parties, the mediation will start not later than 30 (thirty) calendar days after the date of service of the **ADR notice**.

13.2 Where (a) the parties agree that the **dispute** cannot be settled by mediation in accordance with Clause 13.1 or (b) within 60 (sixty) calendar days of commencement of the mediation, or such further period as the parties shall agree in writing, the parties shall be free to pursue claims relating to the **dispute** in the English courts in accordance with Clause 16. For the avoidance of doubt, where one party does not engage with the process of Clause 13.1 within the timescales, the other party shall be free to pursue claims relating to the dispute in the English courts in accordance with Clause 16.

14. Entire Agreement

14.1 This **contract** contains all the terms which the **customer** and **British Gas** have agreed in relation to the **works** and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 The **customer** acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of us which is not set out in this **contract** and agrees that it shall have no claim in respect of the same.

14.3 Each party agrees that it shall not claim for innocent or negligent misrepresentation or misstatement based on any statement in this **contract**.

14.4 Each party acknowledges no waiver, alteration or modification to this **contract** shall be valid unless made in writing and signed by a duly authorised representative of **British Gas**.

14.5 Nothing in this **contract** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

15. No waiver

15.1 If you break any part of this **contract** and we do not respond right away, that does not necessarily mean we will not do anything about it later on. For example, if we do not immediately ask you for money that you owe us, it will not stop us from asking for it later on.

16. Jurisdiction

- 16.1 This **contract** shall be governed and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

17. Severance

- 17.1 If any provision(s) of this **contract** is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this **contract** and the remaining provisions of this **contract** shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Your personal information

- 18.1 For the purposes of Clause 18, 'we' includes all other Centrica Group companies. This Clause 18 applies only to personal information we hold about individual people (including your employees, contractors or agents), people registered as sole traders and partnerships as allowed by the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other privacy laws that apply to this **contract**. Where you provide, or allow us access to, the personal information of your employees, customers, contractors or agents, you shall notify those individuals of the ways in which we shall use personal information, as set out in this Clause 18.

- 18.2 Over time, we'll collect various kinds of personal information about you – from sensitive details, for example: contact details, bank details, health issues, criminal records, to your tastes and preferences.

- 18.3 We may also monitor and record our phone calls, conversations and other communications with you to make sure we're living up to the standards we want, as well as the relevant laws and regulations.

- 18.4 We may sometimes use partners from outside the European Economic Area (EEA), where the laws and regulations on personal information may be less strict than in the UK. Even so, we'll continue to hold ourselves and our partners to the standards set out in this privacy statement.

- 18.5 If you're giving us information on behalf of someone else, you confirm that they've seen this **contract** and/or given you permission for us to use their information the way we've described here.

- 18.6 If you give us sensitive information about yourself or other people, for example: health details or details of any criminal convictions of members of your household or business, you also agree and confirm that the person the information is about has agreed that we can use this information in the way we've described here.

- 18.7 You've the right to have a copy of the information we hold about you, for a small charge, and to ask for us to correct any mistakes.

Email privacy@britishgas.co.uk or write to: Centrica Privacy Team, Lakeside West, 30 The Causeway, Staines TW18 3BY.

18.8 We may use your information:

- (i) to get in touch with you by email, phone, text message, business or home visits or other means, for example: smart meters;
- (ii) to bring you information about products and services you've asked for, including loyalty and incentive schemes;
- (iii) to tell you about other products and services from us or our third party partners we think you'll be interested in – unless you ask us not to contact you with offers, which you can do at any time by contacting us and giving us your account details or by notifying us during any **customer** service call;
- (iv) to collect any money you owe us or selling your debt to another company and giving them your details;
- (v) to check your credit history and checking your details with credit reference and fraud prevention agencies to make sure you can afford the goods and services you've asked for. See our privacy policy at britishgas.co.uk for more on this; and
- (vi) to keep you safe and secure and protecting you and everyone who lives in your home or business.

18.9 We may use your information to help us improve our services including:

- (i) asking for your opinion or getting your feedback on how we run your account, or our products and services and how we can improve how we work or what we offer;
- (ii) changing how we run your account, or our products and services for the better – including training our staff; and
- (iii) to understand our customers better and look at statistics and trends, building customer profiles,

testing computer systems and coming up with new sales and marketing opportunities.

18.10 We may use your information to take:

- (i) legal action or respond to it including making our case or defending ourselves;
- (ii) to comply with the authorities and sharing what we know with the Government, regulators, police, other law enforcement agencies, auditors or lawyers, if they ask for it and have the right to know it. For example: sharing information with the Government to help stop fuel poverty, or with law enforcement bodies for the prevention or detection of fraud; and
- (iii) as part of the standard sales process if we sell our business.

19. Glossary and Interpretation

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

- (i) **abortive site** visit means a visit to **site** or other applicable location where the **British Gas team** are prevented from starting or completing a job request due to: (a) the **customer** failing to keep an appointment on the agreed date (b) circumstances outside the control of the **British Gas team** which could not be reasonably anticipated by the **British Gas team** including access issues, obstructions, weather or the working environment or (c) where the **customer** cancels or materially amends a job request involving an appointment within 12 hours of the scheduled time of the appointment.

- (ii) **accidental damage** means when you do something that stops your boiler or **system** from working properly – without meaning to;
- (iii) **annual service** means a check each year to ensure your boiler or **system** is safe and working properly;
- (iv) **British Gas** means British Gas New Heating Limited (company number: 06723244), with registered office: Millstream, Maidenhead Road, Windsor and **British Gas** will be referred to as **British Gas**, 'we' or 'us' in these **standard conditions**;
- (v) **British Gas team** means **British Gas**, its employees (as defined by the Employment Rights Act 1996), its affiliates, agents and **contractors** who are engaged in relation to the **works**;
- (vi) **CDM Regs** means the Construction and Design Management Regulations 2015;
- (vii) **consumer** has the same meaning as defined in the Consumer Rights Act 2015;
- (viii) **contract** means these **standard terms** and each **quotation**, any **variation**, any applicable written notices in accordance with these **standard terms** and any applicable attached side letter;
- (ix) **contractor** means any commercial service provider selected and approved by **British Gas** (each a **contractor** and together the **contractors**) to carry out the **works** and shall include any relevant sub-contractors;
- (x) **controls** means the controls outside of your boiler that make it work, including the programmer, any thermostats, motorized zone valves, and central heating pump and the pipes and wires that connect them;
- (xi) **customer** means the company, partnership or person (acting in their capacity as a sole trader or a **consumer**) named in each **quotation** and **customer** shall be referred to as **customer** or 'you' in these **standard conditions**;
- (xii) **delay** means where (a) the **works** are prolonged (b) the start date and/or the **completion date** of the **works** is amended or (c) an incident that affects the performance of a particular activity or programme arises;
- (xiii) **force majeure** has the meaning set out in Clause 9;
- (xiv) **guarantee** has the meaning given to it in Clause 4.1 ;
- (xv) **normal working hours** means between the hours of 8am to 5.30pm on the **working days**;
- (xvi) **phase** means each separate stage of the **works** (if any) and shall be set out in each **quotation** in respect of that **phase**;
- (xvii) **quotation** means the form that is titled "your quotation" and includes a description of the **works** and costs of the **works**;
- (xviii) **quoted price** means the price (or prices) set out in each **quotation**;
- (xix) **site** means the location and premises listed in the **quotation** where the **works** will be carried out;
- (xx) **standard conditions** means these terms and conditions;
- (xxi) **survey** means the initial survey carried out by British Gas;
- (xxii) **system** means the heating system at **site** and generally comprise an pump, **controls**, 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 pipe work and wiring (but excluding

- cold water supply pipes, hot water taps/ thermostatic mixing valves and pipework associated with these;
- (xxiii) **traffic management** means any works, seeking or arranging approval, supervision or management of directing or managing traffic and shall include anything in accordance of the Traffic Management Act 2004 and any associated costs, as deemed appropriate by us, including associated authority charges, council traffic management charges and any costs for specialist **traffic management** where alterations are required;
- (xxiv) **variation** means an alteration or addition to the scope of the **works**;
- (xxv) **VAT** means value added tax as described in the Value Added Tax Act 1994;
- (xxvi) **works** means the works set out in each **quotation** and shall include the **phases** if any and any work required to our **guarantee** (where applicable); and
- (xxvii) **working day** means a weekday excluding any bank or public holidays in the United Kingdom.
- 19.2 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 19.3 A reference 'in writing' or 'written' includes faxes and e-mails.
- 19.4 A reference to a statute, regulation or statutory/regulatory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

NOTICE

Gas Safety (Installation and Use) Regulations 1998

If any installation work is carried out for you by any installer other than the **British Gas team** or its accredited agent, it shall be the responsibility of the **customer** to satisfy himself that such work complies with the Gas Safety (Installation and Use) Regulations 1998, as amended or modified, copies of which can be obtained from HM Stationary Office or from Government bookshops.

Electrical Protective Equipotential Bonding

The **customer's** attention is drawn to the requirements of BS 7671:2008, The Requirements for Electrical Installations (The 17th Edition of the IEE Wiring Regulations), as amended or updated.

Where an electrical installation relies on "Automatic Disconnection of Supply" (ADS) for protection against electric shock, the **customer's** electrical installation requires main protective bonding conductors to connect the installations main earthing terminal and extraneous conductive parts including the water and gas installation pipes. Any protective equipotential bonding work must be carried out by a competent person such as a qualified electrician, an approved electrical contractor or your electricity distributor. The **customer** is responsible for making arrangements for any protective equipotential bonding.

Where a TN-C-S, Protective Multiple Earth (PME) connection is to be made, Protective Equipotential Bonding in accordance with the requirements of BS 7671: 2008 must be in place prior to the connection being made.

Water Installation Pipework/Cabling

All new installations must comply with the Water Supply (Water Fittings) Regulations 1999, as amended. Specific requirements apply under The Water Industry Act 1991, if a water supplier considers fittings are at significant risk of contamination. Materials and fittings must comply with the above regulations. A competent plumber should be used to ensure any work carried out complies with these regulations.

British Gas is a trading name of British Gas New Heating Limited, part of Centrica plc,
British Gas New Heating Limited is registered in England & Wales with registered number: 06723244.
Registered office: Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD

Cancellation Form

If you are a **consumer**, you can cancel up to 14 (fourteen) days after the day any goods are delivered or if the **works** are for services only (for example: labour only, and not parts) fourteen (14) days after the day you accept the **quotation**.

Just complete this and return to:
Commercial Installations, Customer Services, Bradmarsh Business Park, Rotherham S60 1BY

I wish to cancel the **works**.

Name

Address

Signature

Date