



British Gas Business Inclusive Breakdown Care Terms and Conditions

Thank you for choosing **British Gas**.

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

Introduction to your Terms and Conditions

This document sets out the terms and conditions that will apply to the **Inclusive breakdown care** we will provide you ("contract").

It is important you read this document carefully. If you have any questions, please call us on 0845 071 4444.

1. Definitions used in your Terms and Conditions

appliance means the nominated mains single gas boiler which will have the **Inclusive breakdown care** carried out in the **premises** but it will not include LPG boilers or oil boilers or gas boilers of 70kw or over.

British Gas is a trading name of British Gas Services (Commercial) Limited (Company number 07385984), part of Centrica plc, with registered office Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD.

consumer has the same definition as the Consumer Rights Act 2015.

contract means this document.

energy contract means your current energy supply contract you have with British Gas Trading Limited (Company number 03078711), part of Centrica plc, with registered office Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD.

Inclusive breakdown care means the services provided to you by **British Gas** pursuant to the **contract**.

premises one of your site addresses as indicated in your **energy contract**.

repair means a single repair, at your **premises**, for every year of your **energy contract** including all labour and parts contributions up to £50 that is available to your **appliance** but shall not include any exclusions listed within this **contract**.

system means any of the following that are connected to the **appliance**: pump, radiator and valves, hot water cylinder and expansion tank (where fitter) 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.

warranty services means the provision of our guarantee as described in clause 2.2 of this **contract**.

"we", "us", "our" means British Gas Services (Commercial) Limited (Company number 07385984), with registered office Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and its agents, employees and subcontractors who administer and provide the **Inclusive breakdown care** on behalf of **British Gas**.

"you" or "your" means the **consumer** or business to which the **Inclusive breakdown care** will be provided by us. If the customer is a business, we will assume that any person contacting us in relation to the **contract** is duly authorised to act on behalf of that business unless you notify us in writing otherwise.

2. General Conditions

2.1 Your repair

We'll carry out the **repair** within a reasonable time and the time estimate provided for doing

the **repair** is our best estimate and we will make every reasonable effort to complete the **repair** on time. However, we cannot be responsible for delays due to weather or any other circumstances beyond our control (for example, terrorism, riot, storm, tempest, flood, nuclear accident or an act of God) which we are not directly involved in or discovering issues at the **premises**. In these situations, we may change the time estimates we originally gave you or cancel the **contract**.

At your **repair** appointment, we will confirm whether the information you provided us about your **appliance** is correct. We can only carry out **Inclusive breakdown care** to **appliances** on our approved lists. Where the information is incorrect we may apply a different price to the **contract** or choose to cancel the **contract**. We have the right to cancel at this appointment and have listed our cancellation rights at Clause 3.2 below. We may charge a call out fee where we cancel the **contract** through no fault of our own.

At your **repair** appointment, we may require building or other work before the **repair** is carried out. Any delays to the start of the **repair** as a result of this work not being completed will not be our responsibility and may affect our ability to deliver the **Inclusive breakdown care**.

In carrying out the **repair**, if any part of the **appliance** becomes obsolete, unobtainable or beyond economic repair (in our reasonable opinion) we may:

- supply and fit adequate (approved) replacement parts which are not the same as the parts being replaced; or
- if no adequate parts are available, we shall notify you and we shall be under no further obligation to repair, replace or otherwise provide the **Inclusive breakdown care**. If this happens we will deem your appliance is not included by the **Inclusive breakdown care**. We will have no further liability to you.

There will be additional charges if an exclusion applies as set out in Clause 5, where we only become aware of such work after we start the **Inclusive breakdown care** or due to the following circumstances such as (without limitation):

- the part cost is more than £50;
- it you require further repair work in the same year as a **repair** we've already carried out for you;
- the fault relates to the **appliance** but you also ask us to fix a leaking radiator;

- the fault may be applicable to more than one **appliance**; and
- the fault is connected to a fault with the **system**.

Where the part costs more than £50, we will advise you of this as soon as possible and seek your approval before incurring any further cost. If you agree to pay the additional costs we will invoice you for this amount. Please note any parts costing over £150 will need to be quoted separately.

You may engage us to do any of the additional repair works that are not included in this **contract** or you may get another organisation to carry out the extra work. If you would like us to carry out additional services, we are happy to quote for this and this **contract** will carry on as normal. However, until that work is completed, we cannot finish the **Inclusive breakdown care**. If you do not agree to the extra work being carried out either by us, or another organisation, this **contract** will be cancelled and we will no longer be obliged to fulfil the **Inclusive breakdown care**.

Where the **Inclusive breakdown care** requires additional work then the call out to diagnose what was wrong with your appliance will be counted as the **repair**. For the avoidance of doubt, this means you will not be eligible for another **repair** that same year.

This **contract** does not include the removal of any dangerous waste such as asbestos and you will need to arrange this prior to any work relating to the **Inclusive breakdown care**. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at the **premises**. By law, the person who removes the asbestos must give you a clean-air certificate. We will remove all non-dangerous materials, including your existing parts or equipment and all non-dangerous waste and packaging no longer needed for the **premises** for recycling (where applicable). We will inform you when we plan not to remove any materials/equipment within the **premises**. If we remove any rubble. We accept no legal responsibility for any structural issues or **system** issues that arise at the **premises** after the **Inclusive breakdown care** is completed, unless these issues arise as a direct result of our negligence.

For the avoidance of doubt the **Inclusive breakdown care** does not include the provision of a whole new **appliance** or **system** or any energy efficiency improvements.

We will provide **warranty services** for any parts that we have supplied and fitted or work we have carried out in accordance with the **repair**, for a period of twelve months, from the date we complete the **repair**.

If your **appliance** is covered under a third party warranty, it's your responsibility to make sure that any work we do in relation to the repair does not affect that warranty.

2.2 Prices

All prices quoted to you include value added tax at the current rate.

If you fail to make any payment by the due date on any invoice, we may charge:

- fixed-sum charges to a maximum of £100 (in line with the Late Payment of Commercial Debts Regulations 2013);
- any other reasonable costs of recovery; and
- 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 **Inclusive breakdown care** until payment is made and/or request you pay the remaining amount of the quoted price in full.

We reserve the right to ask you to pay any of the remaining amount of the price immediately and in any event within five working days, regardless of the payment plan previously agreed with you.

We reserve the right to offset any credit balances to overdue debit balances between this **contract** and the **energy contract**.

2.3 Remedies

You acknowledge that the following provision reflects a fair allocation of risk and the price agreed between us is reflective of this allocation of risk. Except where required by law, your exclusive remedy for any default by us under this **contract** shall be, where possible, to obtain the repair, replacement or correction of the defective **Inclusive breakdown care** to the extent warranted under this **contract**. If this remedy is not economically or technically feasible or effective then you may obtain a fair partial or full credit or refund of how much it cost us to provide the defective **Inclusive breakdown care**, and we will not be liable for any amount in excess of the price.

2.4 Losses not covered

We shall not have any liability to you in respect of any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known, direct, indirect or otherwise):

- loss of profits and revenue;
- loss of anticipated savings;
- loss of business;
- loss of goodwill;
- loss of use or downtime;
- loss of or corruption to data or other information.

We will also not be liable for any indirect loss, special or consequential loss or damage with the **contract** (whether the claim is brought for breach of contract, negligence or any other tort, under statute or otherwise).

We do not assume responsibility for any liability in respect of which we have not expressly accepted liability under this **contract**.

Any redecoration or rectification that may be needed following our work (including works required to access your **appliance**) is your responsibility, unless we have been negligent.

Nothing in this **contract** will limit our liability for:

- death or personal injury resulting from our negligence or that of our officers, agents, employees or sub-contractors;
- fraud or fraudulent misrepresentation; or
- any other matter in respect of which liability cannot by applicable law be limited.

2.5 Subsequent faults and damage

Where we need to connect new equipment to your **appliance** or **system**, we will not accept liability for the cost of repairing or replacing parts of your existing **appliance** or **system** which subsequently develop faults in the **appliance** or **system** unless we have been negligent in not realising that such damage may occur or the way we did the work caused the fault.

2.6 Health and safety risks

We will not begin or continue with the **Inclusive breakdown care** where we reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of our staff (including verbal or physical abuse). We will not start work again until there is no longer a health and safety risk and may (at our sole discretion) cancel this **contract**.

2.7 Adequate gas supply

You will be responsible for ensuring that there is an adequate gas supply to your **premises** during the **Inclusive breakdown care**. If necessary, we can put you in touch with a gas transporter to arrange this.

2.8 Water supply and pressure

We will not accept liability where your **appliance** or **system** does not function properly because your water supply becomes inadequate or the water pressure is variable.

2.9 Appliance flues

For the avoidance of doubt, repairing or replacing appliance flues is not included in your **repair**. There will be an extra charge for cleaning blocked flues which we will agree with you before commencing the additional services.

3. General Conditions – Cancellation

3.1 Your right to cancel

If you are a **consumer**, you can cancel this **contract** up to fourteen (14) days after the day any goods are delivered, or if the works are for services only, (for example labour only, and not parts), for fourteen (14) days after the day you accept the quotation. This is your “cooling off” period.

Where you are a **consumer** and request us to start work before the cooling off period ends, but you cancel during your cooling off period, we'll charge you our reasonable cost for:

- any parts costs above £50;
- any work already carried out;
- any work required to ensure safety to the site;
- any bespoke goods that have been ordered; and
- any goods installed at site.

You won't be able to cancel the **repair** once work is fully completed or the goods have been installed at site. This does not affect your statutory rights.

If you want to cancel this **contract** during your cooling off period, you can email gascustomersupport@britishgas.co.uk or post the attached cancellation form to the address provided. You can also call us on 0333 202 9844.

3.2 Our cancellation rights

We may cancel or, at our discretion, suspend your **contract** in the following circumstances:

- **Inclusive breakdown care** is subject to availability and we may remove it at any time without reason;
- if you do not comply with the terms of this **contract**;
- if you cancel your **energy contract** or your **energy contract** moves to a different **premises**;
- if you have given us false information;
- if you do not pay us when amounts are due;
- if we have any health and safety concerns about your **appliance, system** or **premises** (including if the relevant **appliance** or **system** is condemned);
- if you do not give us access to your **premises** which is necessary or your **appliance** or **system** is inaccessible;
- if we are not reasonably able to source parts for your **appliance** or **system** from our suppliers;
- if any necessary but unrelated works are not completed prior to starting the **Inclusive breakdown care**;
- if circumstances arise (including health and safety issues) which make it inappropriate for the **contract** to continue;
- if you do not comply with any terms of the **energy contract** including late payment of invoices;
- if a public liability claim has been lodged (reciprocal), in which case we may suspend your **contract** until its outcome if the work requested could interfere with the outcome of that claim.
- if you become insolvent or are unable to pay your debts;
- if it is required by law; or
- if your behaviour is deemed offensive or verbally abusive to our employees – please note we will not tolerate violence, physical aggression or verbal or written abuse towards our staff or agents. If it happens, we can take legal action or report it to the police.

Following cancellation and termination, we shall be entitled to destroy any information or documentation provided by you.

Cancellation of this **contract** may not affect any other contracts you have with us or related companies (for example, contracts for the same or similar services for other sites).

4. Visiting you

4.1 Our engineers

Normally, we'll send a **British Gas** engineer to carry out the works. In some cases, we may send a suitably qualified contractor instead.

4.2 Getting to your premises

Our engineers will only work in your **premises** if there's someone 18 years or older present at all times during the visit and that person is familiar with the **premises** and safety procedures. It's your responsibility to give us access to your **premises** at all times necessary.

Where possible, you will provide us with a suitable vehicle parking facility free of charge and close to the **premises**. If one is not available, we reserve the right to expense you for any reasonable charges.

If we can't get access we won't be able to complete the appointment. If we are unable to gain access to your **premises** on any agreed occasion, we may apply an aborted visit fee of £75 (including VAT).

After three failed attempts to get into your **premises**, we may cancel your **contract** but we'll let you know beforehand.

4.8 Gaining access to your appliance or system

While we are providing the **repair**, you will comply with any reasonable requirements we may request in order to carry out the **repair** including ensuring the immediate area is:

- kept clear of obstruction;
- adequately lit; and
- marked to ensure that nobody enters the work area (including employees or a member of the general public).

Where your **appliance** or **system** is inaccessible, we exclude the cost of gaining access - for example any costs associated with providing specialist equipment, such as working from height apparatus, or any additional resource that is required to gain access to your **appliance** or **system**. You will need to pay the relevant costs of arranging access which will be agreed with you prior to the **repair** being undertaken.

4.9 Working in dangerous or unsafe conditions

You are required to make us aware of any health and safety risks or precautions before the work starts at the **premises** and you shall notify us

immediately of any issues that may impact our ability to safely carry out the work.

We won't start or continue doing any work in your **premises** if we believe there's a health and safety risk, for example: hazardous chemicals, pest infections, verbal or physical abuse or harassment. We won't return to finish the work until that risk is gone.

4.10 Your responsibilities

You shall be responsible for:

- giving us prompt notification of any repair or replacement that is required;
- removing any fixtures and fittings or growing items prior to us commencing any of the **repair** works as we will not replace them if they are destroyed or damaged, including the lifting and replacement of soft floor coverings such as carpets, vinyl, laminates and carpet tiles, as well as the removal of any decorated panelling boxing or fitted furniture such as kitchen cabinets, shelving or wardrobes. Where we agree with you, we will endeavour to open, lift or remove such coverings or materials with as little disturbance or damage as possible to gain sufficient access to carry out our work but we will not be responsible for any redecoration or professional re-fitting required on completion of that work;
- obtaining any necessary easements, wayleaves, traffic management, authorities, permissions, design approvals, consents or licences which are necessary prior to undertaking the works including landlord consent, local authority notices, planning permission or listed building applications;
- providing an asbestos risk register and any information regarding asbestos that we may reasonably request;
- providing such information, drawings or specification within your possession or control as we may reasonably request;
- 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;
- providing suitable secure space for keeping tools, fittings and materials;
- 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;
- ensuring that the safety earthing arrangements at the **premises** meet the

standards set out in the current Institute of Electrical Engineers regulations;

- providing temporary gas or electricity (as applicable) as there may be days where this is not available;
- ensuring that neither you nor any of your employees, agents or contractors interfere with any equipment or materials provided by us in connection with the **repair**;
- checking all proofs or work provided by us;
- complying with any applicable laws and regulations;
- ensuring that proper environmental conditions are maintained (including following the manufacturer's operating instructions) for the **appliance** or **system** and will continue to be maintained in good condition including the cables, the fittings associated with them and any electricity supply to them (any failure to do so could mean such repair is excluded from this **contract**); and
- maintaining any back-up and/or disaster recovery procedures where any loss of heating/hot water affects your business operation.

4.11 Construction and Design Management Regulations 2015 ("CDM Regs")

Your **contract** is likely to be covered by the **CDM Regs**. Each party undertakes to the other in relation to the **Inclusive breakdown care** and the **premises** that it shall duly comply with the **CDM Regs** (as appropriate).

We are obliged under the **CDM Regs** to satisfy ourselves that you, as a customer, are aware of your duties owed as a customer, before any **repair** is 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 **appliance** or **system**. **CDM Regs** impose a duty on you to determine whether the **CDM Regs** apply to your **contract**.

Where **CDM Regs** apply your duties may 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 carried out. More information can be obtained from www.hse.gov.uk/construction.

5. Exclusions

5.1 Design or existing installation faults

We will not be responsible for the cost of repairs or gaining access to make repairs where there are design or installation faults.

5.2 Normal insured risks

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

5.3 Approved equipment

For certain products, we keep an approved service list. We only carry out work on **appliances** or **systems** which are CE safety marked, or for which critical gas safety information is available. For **appliances** not included on our approved service list we reserve the right to offer an alternative product.

5.4 Third-party rights

Nobody other than you will be able to benefit from your **contract**, which cannot be passed to someone else without our written permission.

5.5 Making good

We will fill in any holes and leave the surface level where access must be made to your **appliance**, in order to carry out a **repair**, but we will not replace the original surface or construction (e.g. redecoration).

Where we have to replace any components we will endeavour to replace components with those of an equivalent approved operational standard but do not guarantee to provide a like for like replacement.

5.6 Location

We generally provide the **Inclusive breakdown care** across all of mainland Great Britain but there are some remote areas that are excluded (such as the Scottish Highlands and a small number of other areas). If this affects you, we will advise you when you request a **repair**.

5.7 Other Exclusions

We are not responsible for and do not agree to the following:

- any delay, error or problem caused by any act or failure to act by you (please note that we may apply additional charges for all reasonable expenses and additional work incurred or undertaken as a consequence);
- upgrades which you may want to have carried out to improve your **appliance** or **system**;
- replacing or repairing the heat exchanger including plate heat exchangers (except domestic hot water secondary plate heat exchangers housed within a domestic combination boiler), sacrificial anodes and/or other non-sacrificial means of protection;
- removing sludge or hard-water scale from your **appliance** or **system**;
- gas installation tightness testing unless undertaken as part of an Landlord's Gas Safety Record or Premier Gas Safety Record product;
- draining down of the **appliance** or **system**, except where included as part of the internal scale inspection of storage water heaters provided that the vessel can be adequately isolated; or any additional work required to remove sacrificial anodes where the required clearances are not available;
- the provision of corrosion inhibitor or other water treatment chemicals;
- repairing or replacing water supply tanks (unless solely a central heating expansion tank);
- repairing or replacing secondary circulation (bronze) pumps; and the means of conveying hot water from the appliance or hot water cylinder to the hot water taps;
- any work or materials required to rectify an electric immersion heater;
- repairing or replacing mechanical flues, where the propulsion fan is not integral to the appliance;
- repairing or replacing pressurisation units;
- any routine overhaul/ maintenance of unvented hot water components or fan convector radiators;
- work that is required to electricity, gas or water supplies before the recognised **appliance** or **system** isolation controls, or that is attributed to the failure of any such incoming public utilities;
- any control wiring or other matters buried within the structure of the building;
- any work involved in overhauling circulation pumps or ventilation fans;
- work on or replacement of non standard complex micro processor controls or building management systems;
- repairing or replacing chimney/flue systems, air ducting or terminals that are not part of the manufacturer's appliance assembly or room sealed flue systems and terminals that extend more than 1m from the appliance flue outlet connection;
- repairing or replacing parts of your primary heating/hot water system that are buried within the fabric of the **premises** or under floors, where no purpose provided access panels have been provided such as pipework, underfloor heating system pipework coils and warm air ducting;
- the lifting and replacement of soft floor coverings such as carpets, vinyl, laminates and carpet tiles, as well as the removal of any decorated panelling, boxing or fitted furniture such as kitchen cabinets, shelving or wardrobes. Where agreed with you we will endeavour to open, lift or remove such coverings or materials with as little disturbance or damage as possible to gain sufficient access to carry out our work but we will not be responsible for any redecoration or professional re-fitting required on completion of that work;
- providing any approval, inspection or certification required under Pressure Systems Safety Regulations;
- providing cash alternatives instead of a service, maintenance or repair;
- repairing or replacing any lead, piping or central heating iron/steel pipes;
- beginning or continuing services where we reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or

harassment of our staff (including verbal or physical abuse). We will not start work again until there is no longer a risk to health and safety;

- loss or damage you may suffer if radio frequency allocations are subsequently altered by other people that interfere with Your **appliance** or **system**;
- replacing any batteries for your **system** controls; and
- maintenance of the internet connection in your **premises**.

6. Privacy

Where you provide us with, or allow us access to, personal data relating to any living individual (hereafter called "data processing activities"), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals of these data processing activities and the existence of our Privacy Notice at [www.britishgas.co.uk/business/privacy-policy] each time you provide them with your privacy notice.

7. Complaints

To make a complaint:

- Call us on 0333 202 9844
- Email us at:
BGBS&RCustomerRelations@britishgas.co.uk
- Or write to us at
British Gas Services (Commercial) Limited,
Customer Relations,
Bradmarsh Business Park,
Rotherham S60 1BY

We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and will keep you updated.

If you are a **consumer**, **British Gas** is a member of The Retail Ombudsman ("TRO"), which is an approved Chartered Trading Standards Institute alternative dispute resolution scheme. In the unlikely event we are unable to resolve your complaint within eight weeks of the date you informed us of your complaint you have the right to refer your complaint to TRO free of charge.

TRO can be contacted as follows:

- By calling them on 0203 137 8268

British Gas Services (Commercial) Limited (Company number 07385984), with registered office Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD

- Emailing them at enquiries@theretailombudsman.org.uk

- Or write to them at:
The Retail Ombudsman
33 Floor Euston Towers
286 Euston Road
London
NW1 3DP
For more information visit:
www.theretailombudsman.org.uk

8. Variation

We reserve the right to amend the terms of this **contract** from time to time. Where we do so, we will write to you to explain the changes and notify you when such changes will take effect.

9. Entire Agreement

This **contract** contains all the terms which we have agreed with you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its their subject matter.

You acknowledge that you have 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 you agree that you shall have no claim in respect of the same.

You agree that you shall not claim for innocent or negligent misrepresentation or misstatement based on any statement in this **contract**.

You acknowledge no waiver, alteration or modification to this **contract** shall be valid unless made in writing and signed by us.

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.

10. No waiver

If you breach 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.

11. Governing Law

This **contract** and all correspondence will be in English. This **contract** is governed by the laws of England and Wales.

Contact us: If there's a breakdown, we're available to call 24 hours a day on 0333 202 9844.

To switch your gas and electricity call **0845 026 4659** (8.30am-5pm Monday to Friday, excluding bank holidays).

For great value on a new energy efficient boiler call **0800 072 2731**.

If you smell gas telephone the free National Grid emergency service immediately on **0800 111 999**.

Your call may be recorded and/or monitored for quality assurance and compliance purposes. 0845 numbers are charged at 4 pence per minute plus your telephone company's network charge.