



British Gas Repair and Care Terms and Conditions

Thank you for choosing British Gas.

Introduction to your Terms and Conditions

This document, together with the **careplan terms and conditions**, sets out the terms and conditions that will apply to the **repair and care services** we will provide you (“**contract**”).

It is important you read this document carefully, together with the **careplan terms and conditions**. If you have any questions, please call us on 0845 071 4444.

Once you have agreed to the **repair and care services**, we agree to carry out the **repair and services** in line with this **contract**.

1. Definitions used in your Terms and Conditions

Any defined term not defined within this document will have the same meaning as set out in the **careplan terms and conditions**.

appliance means the nominated mains gas appliance (such as a boiler) which will have the **repair and care services** carried out in the **premises**. It will not include LPG boilers or oil boilers or gas boilers of 150kw or over.

British Gas is a trading name of British Gas Services (Commercial) Limited (Company number 03584156), part of Centrica plc, with registered office Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD.

careplan means Careplan 3 or Careplan 3s as further described in the **careplan terms and conditions**.

careplan terms and conditions means the British Gas Business Careplan Terms and Conditions provided to you by email and accessible at <https://www.britishgas.co.uk/content/dam/bgbusiness/documents/Careplan-range-terms.pdf>

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

contract means this document and the **careplan terms and conditions**.

repair means the single repair that will be provided at the start of your **contract** to your **appliance** or **system** as described by you on the phone to us and will exclude any unrelated faults, **system** upgrades or any work needed to bring your **system** up to current standards.

premises as defined in the **careplan terms and conditions**.

system means the nominated heating system which will have the **repair and care services** carried out in the **premises**. Systems generally comprise an **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 **repair and care services** on behalf of **British Gas**.

“you” or “your” means the person and/or business contacting us in relation to the **repair and care services** and shall have the authority to act and be bound.

2. General Conditions

2.1 Applicable careplan terms and conditions

For clarity, all of the **careplan terms and conditions** (including the definitions of “Appliance” and “System”) will apply in full to the **careplan**.

The definitions of “Appliance” and “System” in the **careplan terms and conditions** will have the same meaning as the definitions of **appliance** and **system** in this document. The definition of “Agreement” in the **careplan terms and**

conditions will also include the definition of **contract** used in this document.

The following provisions in the **careplan terms and conditions** will also directly apply to the **repair** (mutatis mutandis):

- Clauses 3.3, 3.5, 3.6 to 3.14, 3.19 to 3.25 and 3.26 to 3.28
- Clause 6.8
- Clause 7.1 to 7.8
- Clause 8

2.2 Your repair

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 such as fire, accidents, war, bad weather conditions, industrial disputes, strikes, lockouts 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** or **system** is correct. We can only carry out **repair and care services** to **appliances** and **systems** 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 recommend 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.

In carrying out the **repair**, if any part of the **boiler** or **system** 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 **repair and care services**. If this happens we will refund you an amount which we deem to be an appropriate proportion of the price to reflect the fact that the appliance or system is not covered by the **repair and care services**. We will have no further liability to you.

There will be additional charges if any other work is needed for unrelated faults, where we only become aware of such work after we start the **repair** or due to unforeseen circumstances such as (without limitation):

- the fault may be applicable to more than one **appliance** or **system**.
- the fault relates to the **appliance** but you also ask us to fix a leaking radiator;
- whilst changing a faulty circulation pump the isolation valves are inoperable and the **system** requires draining;
- repairing or replacing **appliance** flues are not included, there will be an extra charge for clearing blocked flues;
- removing any dangerous waste such as asbestos; or
- you would like your **appliance** or **system** to be more energy efficient.

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 the additional services, we are happy to quote for this and this **contract** will carry on as normal. Until the work is completed, we cannot finish **the repair and care services**. If you do not agree to the extra work being carried out either by us, or another organisation, this **contract** will be cancelled and you will be responsible for our costs incurred up to the date of cancellation including a call out fee.

This **contract** does not include the removal of any dangerous waste such as asbestos. 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, the method we use we will have been approved by a structural engineer. We accept no legal responsibility for any structural issues that arise at the **premises** after the **repair and care services** are complete, unless these issues arise as a direct result of our negligence.

For the avoidance of doubt your **repair** only includes the replacement of parts to the **appliance** or **system** and does not include the provision of a whole new **appliance** or **system**.

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**.

2.3 Price and Renewal

The price of this **contract** was agreed by you at the time you accepted the **repair and care service** on the phone to us and is set out in a statement provided to you. This price will not change during your **contract** unless the Government chooses to make a change in the relevant tax rate.

On the phone we will have agreed with you your preferred payment method. You will be required to pay any amounts payable (including for any other chargeable works) by the required due dates or within 30 days of request which is earlier.

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 **repair and care services** 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.

2.4 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 **repair and care services** 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 amounts paid for the defective **repair and care services**, except that we will not be liable for any amount in excess of the price.

2.5 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** or **system**) is your responsibility, unless we have been negligent.

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

- death or personal injury resulting from the negligence of that party or its 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.

2.6 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 develops 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.

2.7 Health and safety risks

We will not begin or continue with the **repair and care 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 health and safety risk and may (at our sole discretion) cancel this **contract**.

2.8 Adequate gas supply

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

2.9 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.

2.10 Appliance flues

Unless otherwise specified in the **quotation**, repairing or replacing appliance flues is not included. 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 want to cancel this **contract** a cancellation charge of £150 will be payable when you choose to cancel your **contract** within 12 months of the start of your **contract**. This is a contribution towards our costs we have incurred but not yet recovered. In addition, other cancellation charges may be applicable please see these charges at clause 4.2 of the **careplan terms and conditions**).

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. and cancel during your cooling off period, we'll charge you our reasonable cost for:

- any work already carried out;
- any work required to ensure safety to the site;
- any bespoke goods that have been ordered; or
- any goods installed at site.

We can deduct these costs from any deposit you've paid or bill you for them. 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 within this time, **you** can email gascustomersupport@britishgas.co.uk or post the form to the address provided. **You** can also call us on **0845 071 4444**. If **you** choose to do so in writing using the attached cancellation form and deliver **your** notice personally or send it by recorded delivery or registered post to British Gas Services (Commercial) Limited, Bradmarsh Business Park, Rotherham, West Yorkshire S60 1BY at any time within fourteen (14) days starting from the day after the date you sign the contract. We will assume notice of cancellation has been served as soon as it is received by **us** or, in the case of electronic communication, from the date it is sent to **us**.

3.2 Our cancellation rights

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

- if you do not comply with the terms of this **contract**;
- if you have given us false information;
- if you do not pay us when amounts are due;
- if we have any health and safety issues concerns about **your system** or **premises** (including if the relevant **appliance** or **system** is condemned);
- if **you** do not give **us** access to your **premises** if this is needed or your **appliance** or **system** is inaccessible;
- we are not reasonably able to source parts for your **appliance** or **system** from our suppliers;
- unrelated works are not completed prior to starting the **repair and care services**;
- if circumstances arise (including health and safety issues) which make it inappropriate for the **contract** to continue;
- if we give you 14 days' calendar notice;
- if a public liability claim has been lodged (reciprocal) we may suspend your **contract** until the outcome of this, if work requested would 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.

If we cancel at your appointment, we will give you a full refund of any money you have paid, less any costs incurred by us.

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

Cancellation of this **contract** will 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. Exclusions

4.1 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.

4.2 Normal insured risks

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

4.3 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.

4.4 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.

4.5 Making good

We will fill in any holes and leave the surface level where access has to be made to your **system**, 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.

4.6 Other Exclusions

We will not include 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;
- water supply tanks (unless solely a central heating expansion tank);
- 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.
- mechanical flues, where the propulsion fan is not integral to the appliance;
- 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 appliance flues that are not part of your **appliance**;
- 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 the **customer** 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)

- removing asbestos associated with repairing the **appliance** or **system**. 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;
- any approval, inspection or certification required under Pressure Systems Safety Regulations;
- 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**.

5. 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 **0845 071 4444**.

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 **0845 071 4444**.

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.

REPAIR AND CARE COOLING OFF PERIOD CANCELLATION FORM
FOR CONSUMERS ONLY

If **you** want to cancel this **contract** during your cooling off period you can do so by returning this form. You can email or post the form to the address provided. can also call us on **0845 071 4444**.

To: British Gas Services (Commercial) Limited,
Bradmarsh Business Park,
Rotherham,
West Yorkshire
S60 1BY

I wish to cancel my **contract** for the **repair and care services**, and understand that if I am cancelling the **contract** after work has started, I will be charged any reasonable costs incurred by **British Gas** for:

- any work already carried out, or
- any goods already installed into my **premises**.

Name:

Address:

Signature:

Date: