

# Central Heating Installation and Boiler Warranty

**Terms and Conditions** 



#### About this booklet

This booklet contains the terms and conditions for your:

- Central Heating Installation
- Boiler IQ Monitoring Service
- Boiler Warranty

It's important you read these terms and conditions carefully as they form the basis of your **agreement** with us.

If you've got any questions, please call us on 0333 202 9560 before accepting your quote.

At British Gas, we care 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 that British Gas New Heating Limited is the data controller of your personal data. Although our privacy notice does not form part of the contract between you and British Gas New Heating Limited, we recommend that you read our privacy notice to understand how we collect and use your personal data and your data protection rights. Please see our privacy notice at **britishgas.co.uk/privacy** 

| Definitions  | 4       |
|--|---------|
| Central heating installation                             | 5       |
| Your quote   | 5       |
| Your installation  | 6       |
| Boiler IQ Monitoring Service                             | 8       |
| Central heating system guarantee                         | 9       |
| Boiler Warranty  | 9       |
| What's included  | 10      |
| What's not included                                      | . 10–11 |
| What you need to do to ensure your warranty is effective | 12      |
| Isolating your electricity supply                        | 12      |
| Complaints   | 13      |
| Cancellation   | 14      |
| Other important terms                                    | 15      |
| Contact us   | 16      |

#### Words in hold

Some of the words and phrases we've used in this booklet have a particular meaning. We've highlighted these words in bold and explained what they mean below.

### **Definitions**

accidental damage – when you do something that stops your **boiler** from working properly – without meaning to.

**annual service** – a check each year to ensure your **boiler** is safe and working properly.

**boiler** – a single natural gas or Liquid Petroleum Gas boiler and flue on your **property** that's designed for **home** use and has a heat output capacity of up to 50kW.

**boiler data** – information we receive from your **boiler IQ hardware**.

**boiler IQ hardware** – the diagnostic module attached to your **boiler** and the hub connected to your broadband router.

**British Gas Powerflush** – a process where we remove **sludge** from your **central heating** system.

**central heating** – the heat and hot water system on your **property** – including your external expansion tank and vessel, radiators, bypass and radiator valves, system filters, **cylinders**, any immersion heater and its wired-in timer switch, and the pipes that connect them.

**commissioning check** – a check we'll do when we install your **boiler** to make sure your **boiler** and **central heating** are safe and working properly. See more on page 7.

**controls** – the controls outside your **boiler** that make it work, including the programmer, any thermostats, motorised zone valves, and **central heating** pump and the pipes and wires that connect them.

cylinders – tanks that store hot water.
gas supply pipe – the pipe that connects
your gas meter to your gas boiler and
any other gas appliances you have on
your property.

home – the building, including any attached garage or conservatory where you live or a home you own, including holiday homes or rental **properties**.

monitor/monitoring – keeping an eye on your boiler data so we can identify when your boiler is failing to produce heat or hot water.

**property/properties** – a **home** and all the land up to your boundary – including any detached outbuildings.

repair(s)/repairing/repaired – to fix your boiler or central heating system following an individual fault or breakdown – but not repairs that are purely cosmetic (for example mould, dents or scratches) or related to software which doesn't stop the main function of your boiler, appliance or system from working or making it unsafe.

replacement/replace/replacing – where we replace your boiler or parts with a British Gas approved standard alternative. We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting. In the case of internet or Wi-Fi enabled boilers or parts, replacements will only be from the British Gas or Hive range or other conventional (non-internet connected) products.

If we're unable to provide a **boiler** or part with similar functionality, we'll install a new and unused like-for-like alternative that you provide, but we'll only accept responsibility for our workmanship.

**sludge** – the natural build-up of deposits in your **boiler** or **central heating** system, as it corrodes over time.

# Central heating installation

Your **boiler** installation will be carried out by British Gas New Heating Limited. In this section by 'we', 'us' or 'our' we mean British Gas New Heating Limited.

For details on complaints and your cancellation rights, please see pages 13 and 14

# Your quote - fixed price quote

You can get a fixed price quote for your **boiler** installation in one of the following ways:

- from a Heating Adviser during a home visit, or
- · from one our agents on the phone; or
- from one of our agents on a video call

Your fixed price quote covers only the work specified in your quotation document. Sometimes, on the day of the installation, our engineer may identify additional work that is required to install your **boiler**. This is additional work that is not specified in the fixed price quote you were given. In such circumstances we may have to provide you with a further quote on the day of your installation to cover this additional work. This further quote will be explained and agreed with you before we start the installation work.

We will only provide you with a further quote for additional work in the following circumstances:

- You request amendments to the original job specification for which you were quoted
- Additional work is required to ensure that your installation meets current Safety Standards (this could be due to existing or unforeseen faults, previous poor workmanship or existing faulty materials or products)

- We need to use the services of a builder, joiner, electrician, engineer or another individual with an alternative skillset to complete the installation of your boiler
- We need to use additional equipment to be able to complete the installation of your boiler, such as scaffolding or a similar alternative
- Our engineer finds asbestos or any other dangerous waste material that needs to be removed before we can continue work (see page 6)

#### Your quote - online estimate

If you received your quote online, we'll need to check the accuracy of the information you gave us. We can do this by speaking to you on the phone or on a video call prior to your installation date. When this information is verified by us, your online estimate will become a fixed price quote. You will only receive a further quote from us if on the day of your installation our engineer identifies additional work is required to complete the installation - as explained above in in the section 'Your quote - fixed price quote'.

If we cannot speak to you prior to your installation date to verify your online quote, your quote remains an estimate only. This means that on the day of installation, our engineer will review your quote with you. If they identify any changes that need to be made, they'll ask you to confirm your agreement before they start work. Examples of situations where we may need to cancel the agreement, or amend your online estimated quote include:

- there is a requirement to relocate your boiler
- there is a requirement to change the selected boiler because the one you selected is not appropriate for your property
- variations are required to meet building regulations and/or installation requirements, including but not limited

to flue extension, vertical flues and earth bondings

 there is a requirement for powerflushes, thermostatic radiator valves, room temperature controls or programmers (if not included in the original quote)

Please note that if you've arranged to pay for the installation by finance and need to make an additional application to fund further amounts, this may leave another mark on your credit file (please refer to your finance pack for further details).

#### **Quote validity**

Your quote is valid for 28 days and we must begin the work within 90 days of your acceptance. After this your quote won't be valid and you may need to get another one. All prices include VAT at the current rate.

#### Your installation

#### Your home

We'll take photographs of where we'll be working in your **home**, for the installer to see where work is to be carried out, to show existing damage or good workmanship. We'll store them in accordance with our privacy notice.

#### **Dangerous materials and asbestos**

The price we quote doesn't include the cost of removing any dangerous waste material that we couldn't reasonably identify when we gave you your quote. You can call a specialist contractor to remove these dangerous materials or we may be able to arrange for their removal at an extra cost.

If any asbestos needs to be removed before we can continue to work at your **property**, 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.

#### Authority to carry out work

When we arrive on the installation day, someone 18 years old or older needs to be at the **property** who can make important decisions, such as where the **boiler** goes.

If you're not at the **property** on the day of installation, you must make sure that there is somebody else present who can give instructions to our engineer, on your behalf.

#### **Our installers**

To carry out the work as quickly as possible, we may use one of our approved installers. They're all fully qualified, Gas Safe registered and carry identity cards.

To complete your installation, we may use secondary trades such as electricians or specialist builders. These are usually contractors, and they'll all be appropriately qualified.

We're responsible for the installers and secondary trades we use.

# Working in dangerous or unsafe conditions

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

#### **Timeframes**

Any timeframes we give you are our best estimates and we'll do what we can to keep to them. Where there are likely to be delays, we'll let you know as soon as possible and agree new timeframes with you. The time it takes us to complete the installation won't affect your quote or the price you pay.

#### Waste removal

The price we quote includes the cost of removing all non-dangerous materials, including your old **boiler** and any **central heating** parts we **replace**.

#### **Showers**

We cannot accept responsibility for your existing shower if it's not compatible with your new **boiler**. This is unless a fault develops because we've acted in a negligent way.

#### Solar thermal

Before we start your **boiler** installation, it's your responsibility to arrange for and pay a suitably qualified solar installer to decommission or drain the solar thermal system. You'll also need to arrange for the solar installer to recommission or fill the solar system once your new **boiler** has been installed.

#### Carpets, floors and finishing

To help us complete our work we may need you to take up floor coverings including carpets or tongue-and-grooved, parquet, hardwood, rubber and tiled floors.

We'll give you as much notice as possible if we need you to do this and it will be up to you to put the flooring back once the work is done. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost.

If you have underfloor heating, you'll need to tell us before we start the work.

#### Our responsibility for damage

We'll take care to carry out the work without causing damage to your **property**. If we cause unnecessary damage because of our negligence we'll put it right.

#### Additional work and restoration

Sometimes we may have to do some extra work, for example if we can't use existing pipework, we need to do some wiring to install the **boiler**, or we have to move the flue. This work can cause damage to wall coverings, paint and solid wall insulation. You may need to redecorate, **repair** or restore certain areas once the work is completed. This restoration work is not included in the price we quoted and you'll be responsible for this.

#### **Pre-existing faults**

Where we've connected new equipment to your existing system or appliances, we can't accept responsibility for the cost of **repairing** or **replacing** parts of your existing system that later develop faults, or compensating you for any faults that:

- were already there when your boiler or system was installed, or were caused by anybody other than us when any changes or additions were made to your boiler or system; or
- we couldn't reasonably have been expected to know about before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors

This applies in all cases except where we've been negligent in not realising that this damage to your existing system would happen, or unless the way we carried out the work was negligent and caused the fault

#### System cleanse

When we install your **boiler**, we'll carry out a system cleanse. This is where we push hot and cold water through your system. This won't remove **sludge**. If you have **sludge** in your system, we'll recommend you have a **British Gas Powerflush** before we install the **boiler**.

#### **British Gas Powerflush**

If you need a deeper clean to remove sludge and other waste from your central heating, we'll recommend you buy a British Gas Powerflush with your installation.

#### Commissioning check

A **commissioning check** will be carried out as part of the installation. Our engineer will check that your **central heating** and ventilation don't have any pre-existing faults. You will not need an **annual service** until year two.

#### Permission

It's your responsibility to get any permission needed for the work, as we won't accept liability for unauthorised work, e.g. if you don't own the **property**, you'll need to get the owner's permission first, or if the **property** is a listed building you may need planning permission. You'll be responsible for compensating us for any losses or costs we suffer if you fail to get the correct permission.

#### Gas and electricity supply

You'll need to have an adequate gas and electricity supply to your **property** before we can start the work. We can put you in touch with a gas or electricity distribution company to arrange this if you need us to.

#### Water supply pressure

We'll test your water supply pressure before we start work. As water supply rates can change, we can't be responsible for your **central heating** failing to work properly because your water supply becomes inadequate or keeps changing. unless we were negligent in how we tested your water pressure.

#### Payment and credit agreements

You need to pay the deposit shown on your quote when you accept it. You must pay the outstanding amount for the work once we've finished the installation.

If you enter into a credit agreement introduced by us in order to fund your **boiler** purchase, and you cancel this agreement in your cooling off period, then you must pay the quoted price for the work once we've finished the installation.

## **Boiler IQ Monitoring Service**

If you've purchased Boiler IQ Monitoring Service as part of your installation, we'll install the **boiler IQ hardware**, **monitor** your **boiler** remotely and let you know if we detect your **boiler** is failing to provide heat or hot water.

In this section by 'we', 'us, or 'our', we mean British Gas New Heating Limited as the installer, or British Gas Services Limited. For details on complaints and your cancellation rights, please see pages 13 and 14.

#### What's included

- ✓ Installing the boiler IQ hardware
- ✓ Monitoring your boiler
- Contacting you when we identify your boiler is failing to provide heat or hot water to arrange a repair under your Warranty
- ✓ Repairing or replacing your boiler IQ hardware if it develops a fault

#### What's not included

- X Repairing or replacing your central heating system
- × A first service or annual service
- X Identifying faults that don't stop your **boiler** producing heat or hot water
- X Identifying faults if your internet connection or power supply fails
- Any internet-related costs, including those associated with the transfer of data to or from your boiler IQ hardware

# Central heating system guarantee

If we need to carry out work on your **central heating** system as part of the installation of your **boiler**, we guarantee to **repair** or **replace** any faulty parts we've supplied, or fix any faulty work that we've done to your **central heating** system, for twelve months from the date that we did the work.

If we don't need to carry out work on your **central heating** system as part of your **boiler** installation, we will still **repair** any faults with your **central heating** system (excluding pre-existing faults) that result directly from the installation of your **boiler** provided that you notify us of the fault within 30 days from the date of the installation. Any **repairs** required to your **central heating** system after this time will be chargeable.

This doesn't affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your consumer rights, you can speak to Citizens Advice or Trading Standards.

## **Boiler Warranty**

This section explains what's included in your warranty, what you need to do to keep it valid and how to make a claim or a complaint. It's important to read these terms carefully.

Your warranty is provided by British Gas New Heating Limited ('BGNHL') and will be fulfilled by British Gas Services Limited ('BGSL') as agent of BGNHL. In this section 'we,' 'us' or 'our' means British Gas New Heating Limited and British Gas Services Limited. BGNHL offers interest-free options for customers benefitting from a new



**boiler** installation. While BGSL holds authorisation with the Financial Conduct Authority for credit broking, this is purely held on behalf of BGNHL. As such BGNHL agrees to bear the cost or income of these transactions and will be recharged by BGSL accordingly.

#### Warranty period:

Can be found on your welcome letter and starts on the date of registration.

#### **Registration:**

This warranty is only valid if registered, which will be done by your British Gas engineer.

#### What's included

We'll repair or, if we cannot repair it, replace the boiler that we've supplied and installed in your home if the boiler fails, is faulty or is defective during the warranty period.

To make a claim on this warranty, please contact us using the details found on the back of this booklet.

We'll send an engineer to your **home** to inspect and carry out any work required under this warranty in a reasonable time. Where any circumstances beyond our control mean we cannot come out in a reasonable time, we'll let you know and try to arrange an appointment as soon as we can.

If we **repair** or **replace** your **boiler**, we'll provide **replacements** with similar functionality but not necessarily the same features or an identical make and model or type of fitting. Otherwise, you can give the engineer a **replacement** that you've bought yourself which our engineer will fit only if our engineer is happy to use it, but we'll only accept responsibility for our engineer's workmanship in fitting the **replacement**. If our engineer does not have the parts they need with them, we'll try to get parts from the original manufacturer or our approved supplier. Providing and installing **replacements** does not extend the warranty period.

If we remove any parts during a **repair** or **replacement**, the removed part becomes our property.

#### What's not included

- Any repair or replacement of parts of the central heating other than the boiler, including (but not limited to):
  - your controls
  - your gas supply pipe;
  - · the flue:
  - · radiators:
  - · showers or any associated parts;
  - · water heaters, fires or surrounds:
  - replacing or topping up your system inhibitor;
  - any part that directly supplies a swimming pool; or
  - any parts designed specifically for underfloor heating.
- Any failure arising from damage or faults caused by any parts of the central heating not installed by us.
- The replacement of consumable items owing to fair wear and tear resulting from proper use, including but not limited to oil nozzles, hoses, oil filters, gaskets and batteries, and other such parts specified in the manufacturer's operation manual.

- Damage as a result of water quality or other external factors causing limescale, sludge, blockages and any associated costs of rectification.
- Attending your property to support or educate you as to the correct use of the boiler and/or controls and any damage caused by you failing to follow the boiler manufacturer's user instructions.
- X The annual service.
- Any accidental damage, deliberate damage, theft, cosmetic damage, other damage to your boiler caused by anyone other than us, damage caused by extreme weather, flooding, structural issues, fire or explosions or any other damage that is usually covered by household insurance.
- Self-maintenance tasks, for example re-pressurising and resetting the **boiler** and **controls**, bleeding radiators and thawing frozen condensate pipes and any other such tasks set out in the manufacturer's operation manual.
- Any work required to the **boiler** where it has been used for any purpose other than normal day-to-day domestic living purposes.
- Damage that's caused by changes in, or problems with, the supply of your gas, water or electricity.
- Any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of the **boiler** or any issues arising from or relating to data transmission to, or from, appliances, devices or control systems.
- Any loss of, damage to, or cleaning of property, furniture or fixtures as a result of your **boiler** breaking or failing unless we caused it.
- X Any upgrades or improvements you make to your **boiler**.
- Any upgrading or improvement work required to your boiler as a result of a change in legislation or to meet any changes in manufacturing standards.
- We won't offer you cash instead of carrying out **repairs** or **replacements**.

# What you need to do to ensure your warranty is effective

You can only claim under your warranty if:

- Access and authority: You give us access to your property in which we installed the boiler at the time of any agreed appointments and there is someone 18 years old or older at your property at all times when we carry out the work who you've authorised to give us instructions on your behalf.
- Safe: Your property is safe and structurally sound for us to carry out any work. If your property is unsafe in any way, we will only be able to complete any work once the property is made safe. For example, if asbestos needs removing, we will only attend your property if the asbestos has been removed and you have a Certification of Reoccupation. Or, if scaffolding is required to carry out any work and the roof is structurally fragile, we'll only attend once a structural engineer has confirmed that the property is safe for scaffolding to be erected.
- Annual service: You ensure a check is completed by a Gas Safe Registered engineer each year to ensure your boiler is safe and working properly and, if we do not complete the annual service for you, you must keep the paperwork that shows the annual service has been completed and share it with us when we ask for it. Failure to do so means you will not be able to claim under the warranty.
- Manufacturer instructions and safety advice: You must comply with all manufacturer instructions relating to your boiler, including but not limited to security instructions related to internet or mobile connected devices. You must also carry out any safety advice we provide to you.

• Maintenance of your central heating: You must keep your central heating maintained. For example, your system may need a powerflush in which case you should arrange for us to carry out a British Gas Powerflush or arrange for someone else to carry out a powerflush to help avoid the chance of sludge causing damage to the boiler (which would not be covered under your warranty).

# Isolating your electricity supply

If our engineer needs to safely isolate your electricity supply when carrying out works at your **property**, you agree that our engineer (acting on behalf of British Gas Trading Limited for these purposes) may de-energise and re-energise your supply as required. Before we isolate your supply, you must:

- give reasonable advance written notice
  of our intention to isolate your supply
  to any tenants or other third-party
  occupiers of the **property**. If requested
  by us, you agree to share a copy of such
  written notice with us; and
- tell us about any vulnerable people living at the property who might be affected by us isolating your supply, for example anyone with a medical condition that requires an uninterrupted electricity supply. You confirm that you will inform such occupants that their information will be shared with us as necessary. You must give any vulnerable occupants sufficient advance notice of our intention to isolate your supply to allow them to arrange additional support if needed. You also agree to provide adequate support to any vulnerable occupants while we carry out such works.

# Complaints

If you have a complaint about your heating installation:

- email us at installationcomplaints@
   britishgas.co.uk
- call us on 0333 202 9560
- or write to us at:

SK12FB

Customer Relations Home Installations British Gas Services PO Box 177 Stockport

If you have a complaint about your warranty:

- contact us at: ServicesCustomerTeam@ britishgas.co.uk
- call us on 0333 200 8899
- or write to us at:

Services Customer Relations PO Box 699 Winchester SO23 5AR

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 keep you updated.

If you're not satisfied with our final response, you may be able to take it to our alternative dispute resolution (ADR) provider, CDRL, under the Utilities ADR scheme.

You can write to them at:

12-14 Walker Avenue Stratford Office Village Wolverton Mill Milton Keynes MK12 5TW

For more information, visit cdrl.org.uk/utilities-adr

## Cancellation by you

You can cancel the agreement to supply and install your **boiler** up to 14 days after your **boiler** (and parts if applicable) are delivered. This is called your 'cooling off' period. You can do this by contacting us on.

- Telephone: 0333 202 9670
- Email: cancelinstallation@centrica.com
- Post: Customer Support Team, British
  Gas New Heating Centre, Newbridge
  Lane, Stockport SK1 2HQ

If there is a significant delay in the installation after the cooling off period that wasn't your fault, or wasn't caused by events beyond our control, then you'll have a right to cancel this agreement and receive a full refund (within 14 days of the cancellation) providing you tell us before the installation takes place.

If we've seriously failed in our duties to you, as set out in this agreement, you have the right to cancel and receive a full refund.

By signing the quotation you've agreed that we can start work before your cooling off period ends. If you cancel your agreement after work has started, we'll charge you our reasonable costs for:

- any work already carried out; and/or
- any goods already installed in your property.

If you cancel the installation, the warranty will not apply.

If we've already carried out any work under the warranty, we may charge you our reasonable costs for any work already carried out and any goods we've installed in your **home**.

When we charge you our reasonable costs, we'll do this by deciding to do one of the following:

 deducting our costs from any money we owe you due to you cancelling the agreement to supply and install your boiler:

- invoicing you for the cost of the work and goods; and/or
- recovering any goods delivered to your property.

## Cancellation by us

If we cancel the agreement to supply and install your **boiler** at any time, the boiler warranty will not apply. We may also cancel these terms (including the **boiler** warranty) if you give us false information, you put our people's health and safety at risk (for example, physical or verbal abuse) or you fail to pay for your **boiler** and installation.

# Other important terms

Personal: This warranty is personal to you and you cannot transfer it to anyone else. This warranty is only for the boiler we have supplied and installed in your home so you cannot take it with you if you move to a new home or sell your home. However, if you do sell your home, it may be possible to transfer your warranty to the new owner of the home in which we installed the boiler.

#### Things beyond our control

We can't be held responsible if we cannot meet our responsibilities because of things beyond our control including, for example, poor weather conditions, industrial disputes, strikes that we aren't directly involved in or if species that could be subject to special protection, for example bats, birds, butterflies, dormice or plants, are found in your **property**.

Your contact details: You must inform us if any of your contact details change or if you want to update who is an authorised contact who may give us instructions.

Law and language: We'll always communicate with you in English. The installation, warranty and all agreements are subject to the laws of England and you may bring legal action in whichever of England, Wales, Scotland or Northern Ireland that you reside in.

# Contact us

| For general enquiries about your heating installation   | 0333 202 9560 | britishgas.co.uk/boilers                                |
|---|---------------|---|
| For breakdown or <b>repairs</b> under your warranty     | 0333 200 8899 | britishgas.co.uk/breakdown                              |
| To buy HomeCare or an <b>annual</b> service             | 0330 100 0079 |   |
| A gas escape  | 0800 111 999  |   |
| A general enquiry, to complain or if you're moving home | 0333 200 8899 | britishgas.co.uk/contactus<br>britishgas.co.uk/homemove |
| Alternative formats: Braille/large print/audio tape     | 0800 072 8625 |   |

If you'd like a security password or have any special needs, please let us know when you call. Our breakdown line is open 24/7.