

# Terms and Conditions for your air conditioning installation

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## Privacy

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](https://britishgas.co.uk/privacy)

## Your agreement

These are the terms and conditions for your **air conditioning** system installation. It's important you read these terms and conditions carefully as they form the basis of your agreement with us.

### Words in bold

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

**air conditioning or air conditioning system** – an external and internal unit installed at your property that is designed for **home** use, providing both cooling and heating.

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

**commissioning check** – a check we will do when we install your **air conditioning** system to make sure everything is safe and working properly.

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

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

**repair(s)/repairing/repared** – to fix your **air conditioning system** following an individual fault or breakdown.

**replacement/replace/replacing** – where we **replace** your **air conditioning system** or parts with a British Gas approved standard alternative.

## Air conditioning installation

To carry out the installation as quickly as possible, we may use one of our approved installation partners. We're responsible for the installers we use. They are all fully qualified and carry identity cards. By 'we', 'us' or 'our', we mean British Gas New Heating Limited or one of our trusted installation partners.

For details on complaints and your cancellation rights, please [see page 5](#).

## Your quote

### Fixed price quotes

All quotes prepared in the **home** by an Adviser, or on the phone or video call by one of our agents, are fixed price quotes. Our engineer may have already taken photographs of where we will be working in your **home** to help us give you the most accurate quote.

### Online quotes

If you got your quote online, we'll need to check the accuracy of the information you gave us and we will contact you in order to do this. We may ask you to take photographs of where we'll be working in your **home**, so we can be sure we can do the work we have quoted you for. If we identify any changes that need to be made, we will confirm this with you and may need to give you a revised quote.

### Extra work

Sometimes, our service partner may need to do extra work to install your **air conditioning system**. This is extra work which was not reasonably foreseen at the time you were given your quote from us. Our service partner may provide you with a further quote to cover this extra work. This further quote will be explained and agreed with you before the start of any installation work. If you wish to accept our service partner's quote, you will need to enter into a separate contract for the work directly with our service partner.

### Additional electrical works identified at installation

In some cases, it may only be possible to confirm whether additional electrical works (including the installation of a new or upgraded electrical circuit) are required once our engineer attends your **property** at the start of the installation.

Where our engineer identifies, before substantive installation work has begun, that additional electrical works are required in order to safely install your **air conditioning system**, we will explain this to you and confirm any additional cost before proceeding.

At that point, you will have the option to:

- proceed with the installation, including the additional electrical works, at the agreed additional cost; or
- decline the additional electrical works, in which case the installation will not proceed and no further installation work will be carried out.

We will not proceed with any additional electrical works unless you have expressly agreed to them. If you choose not to proceed with additional electrical works identified at the start of installation, this will not affect your statutory rights, and any amounts already paid will be dealt with in accordance with the cancellation provisions of these terms and conditions.

## Finance

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.

## 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.

## 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 **air conditioning** 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.

## Your installation

### Your home

We may 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. 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 service partner

To carry out the work as quickly as possible, we may use **our service partners'** approved installers. They're all fully qualified 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 your installation, including any service partners 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.

## 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 need to do some wiring to install the **air conditioning system**. 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, we can't accept responsibility for the cost of **repairing** or **replacing** parts of your electrics that later develop faults, or compensate you for any faults that:

- Were already there when your **air conditioning system** was installed, or were caused by anybody other than us when any changes or additions were made to your **air conditioning system**; or
- We couldn't reasonably have been expected to know about before.

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.

## Commissioning check

A **commissioning check** will be carried out as part of the installation. Our engineer will check that your **air conditioning system** is working correctly.

## 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.

## Electricity supply

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

## Manufacturer's Warranty or Guarantee

Your **air conditioning system** will be covered by either a manufacturer's warranty or a manufacturer's guarantee, depending on the manufacturer of the unit supplied.

Where applicable, the manufacturer's warranty or guarantee will be registered directly with the manufacturer by us or our service partner following completion of the installation. The length, scope and terms of the manufacturer warranty or guarantee will depend on the manufacturer and the specific unit installed.

Details of the applicable manufacturer's warranty or guarantee, including its duration and conditions, will be set out in the documentation provided by the manufacturer and/or on your certificate of registration (where relevant). The manufacturer's warranty or guarantee will start on the date specified by the manufacturer, which is usually the date of registration or installation.

Most manufacturer's warranties and guarantees require the **air conditioning system** to be serviced at regular intervals, typically on an annual basis, in accordance with the manufacturer's instructions.

It is your responsibility to ensure that any required servicing is carried out in line with the manufacturer's requirements in order to maintain the validity of the manufacturer's warranty or guarantee. Failure to do so may result in the manufacturer's warranty or guarantee becoming invalid or reduced.

## Installation guarantee

We guarantee to fix any faulty work that we've done for twelve months from the date that we did the work. 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 rights, you can speak to Citizens Advice or Trading Standards.

This installation guarantee does not apply to any extra work for which you have entered into a separate agreement with our service partner.

## Complaints

If you have a complaint about your **air conditioning** installation:

- Call us on **0333 202 9560**
- email us at [installationcomplaints@britishgas.co.uk](mailto:installationcomplaints@britishgas.co.uk)
- or write to us at **Customer Relations, Home Installations British Gas Services, PO Box 177, Stockport, SK12FB**

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](http://cdrl.org.uk/utilities-adr)

## Cancellation by you

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

- Call us on **0333 209 9670**
- email us at [cancelinstallation@centrica.com](mailto:cancelinstallation@centrica.com)
- or write to us at **Customer Support Team, British Gas New Heating Centre, Newbridge Lane, Stockport SK12HQ**

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 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.

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

## Cancellation by us

We can cancel the installation at any time by giving you written notice. If we cancel the installation without good reason, we'll pay you any reasonable costs or losses you suffer as a direct result of our cancellation.

## Other Important Terms

### Personal

Nobody other than you can benefit from or enforce this agreement. We may transfer our rights and obligations under this agreement to another organisation. We will contact you to let you know if we plan to do this.

### 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**.

### Delays in responding

If you break any part of this agreement and we don't respond right away, that doesn't necessarily mean we won't do anything about it later on. For example, if we don't immediately ask you for money that you owe us, it won't stop us from asking for it later on.

### Non-validity of part of this agreement

If a court tells us a part or clause of this agreement isn't valid the rest of the agreement will still apply.

### 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. Your agreement is bound by the laws of whichever country the **property** included in your agreement is in – England and Wales, or Scotland.

## Contact us

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For general enquiries about your  
**air conditioning installation** **0333 202 9560**

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To buy HomeCare or an **annual service** **0330 100 0079**

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A gas escape **0800 111 999**

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A general enquiry or if you're moving **home** **0333 200 8899** [britishgas.co.uk/contactus](https://britishgas.co.uk/contactus)  
[britishgas.co.uk/homemove](https://britishgas.co.uk/homemove)

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Alternative formats  
Braille/large print/audio tape **0800 072 8625**

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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.

All the information in this leaflet applies to both British Gas and Scottish Gas.

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