

# Warm Home Promise Terms And Conditions

Please read this document carefully as it sets out the terms of our Warm Home Promise. These terms are supplementary to the Air Source Heat Pump Terms and Conditions which shall continue to apply in full. Any definitions included in the Air Source Heat Pump Terms and Conditions shall also apply to these terms.

By “we”, “us” or “our”, we mean British Gas Services Limited as the provider of the services for your air source heat pump, British Gas Social Housing Limited and British Gas New Heating Limited as the providers of your air source heat pump installation. British Gas Services Limited is authorised and regulated by the Financial Conduct Authority and British Gas Social Housing Limited is a MCS certified installer.

1. If you purchase an air source heat pump from us after 11<sup>th</sup> May which is subject to our Warm Home Promise and design temperatures as agreed with your surveyor, which are included on your customer documentation, these terms will apply. As part of the Warm Home Promise, we guarantee that your air source heat pump will heat your home to the temperatures agreed and included on your customer documentation for a period of 1 year from installation.
2. Our expert surveyors will visit and assess your property and advise on the air source heat pump options available to you. They will also advise you of the temperatures that we can guarantee your air source heat pump will heat your home to and they will include this on your customer documentation. We reserve the right to decline to offer a quote for installation, require you to upgrade your home and/or your insulation prior to installation or not to provide the Warm Home Promise in connection with an air source heat pump installation if we deem suitable temperatures are not achievable in your property or if you do not meet the required insulation or building standards for an air source heat pump to work effectively. If you do not carry out the required home and/or insulation upgrades prior to having your air source heat pump installed, we will not guarantee the temperature and you will not be eligible for the support under the Warm Home Promise as outlined in these terms.
3. Whilst we may have offered you the Warm Home Promise and agreed temperatures to which your air source heat pump will heat your home, it is important to understand that home heating systems are subject to temperature fluctuations and may take time to reach optimum temperatures. We cannot guarantee that your air source heat pump will be able to heat your home to the agreed temperatures at all times, but you should not experience re-occurring or persistent significant failures of your air source heat pump in heating your home to the agreed temperatures.
4. If you experience a re-occurring or persistent significant failure in your air source heat pump in heating your home to the agreed temperatures, you will need to contact us so that we can arrange to inspect your air source heat pump and arrange any necessary repairs. We reserve the right to attempt a minimum of three opportunities to fix any identified issue that may be preventing your air source heat pump from heating your home to the agreed temperatures. We will carry out any repairs or replacements that we deem necessary in order to get your air source heat pump to heat your home to the agreed temperatures and this may, at our sole discretion, include replacing your air source heat pump, adding or increasing the size of radiators, or changing pipework. You agree to allow us to carry out any and all repairs or replacements we deem necessary in order to get your air source heat pump heating your home to the agreed temperature. Your attention is drawn to the Air Source Heat Pump Terms and Conditions, in particular in relation to the sections ‘carpet, floors and finishing’ and ‘additional work and restoration’.
5. The temperatures to which your air source heat pump is heating your home can be measured by a monitoring system. This can include but is not limited to a heat meter, measuring radiator flow temperatures, electricity meters, temperature sensors and room thermostats. We may install a monitoring system when we install your air source heat pump or at a later stage and you agree to allow us to install one as a condition of us providing you with the Warm Home Promise. The monitoring system will allow us to maintain visibility of temperature and electricity consumption data for monitoring purposes. You consent to this information being shared with us and it will only be used to ensure that the air source heat pump is operating correctly, to remedy any identified issues and to investigate any claims made under this Warm Home Promise. We reserve the right to choose the

measurement or monitoring metric that is used for the Warm Home Promise. If you do not allow us access to your property to install or utilise a monitoring system, we will not be liable to you under the Warm Home Promise for any failure of your air source heat pump not heating your home to the agreed temperatures.

6. If after we have exhausted all possible methods for fixing your air source heat pump to achieve the agreed temperatures and we deem that we are still unable to get your air source heat pump to achieve the agreed temperatures, we will (a) if you paid in full for your air source heat pump and installation at or around the time of installation, refund you the purchase price of your air source heat pump and installation that you have paid us or (b) if you have entered into a financing arrangement through one of our third party providers for the purchase of your air source heat pump and its installation, we will refund to you any money you already have paid to the third party provider and settle the remaining balance directly with the third party. We will liaise directly with the third-party financing provider regarding the balance already paid and the settlement figure.
7. Within 12 months of your install, we will contact you to offer you a free service to ensure everything is working as we designed. If your air source heat pump was installed during the summer months, we will contact you in the early winter. If your heat pump was installed during winter, we will contact you to remind you to book this prior to your 12-month anniversary.
8. We reserve the right to amend or withdraw this offer for future purchases at any time.
9. The Warm Home Promise does not cover situations where the failure to heat your home to the agreed temperatures is due to factors outside of our control, including but not limited to, power outages, the use of holiday mode settings, extreme weather conditions, pre-existing faults, you or anyone else not using the air source heat pump in line with our instructions, including any user guides or tampering with installed equipment. We reserve the right to refuse or terminate your Warm Home Promise if we find evidence of misuse of the equipment.
10. Our maximum liability under this guarantee is limited to (a) if you paid in full for your air source heat pump and installation at or around the time of installation, the purchase price of the air source heat pump and its installation that you paid to us or (b) if you entered into a financing arrangement through one of our third party providers for the purchase of your air source heat pump and its installation, the amount that you have already paid to the third-party provider and the settlement figure the third-party provider tells us is due in order to terminate your finance contract. For the avoidance of doubt, the settlement payment will be made to the third-party finance provider and we will not pay you the settlement figure directly. We will not be liable for any other costs or losses, including but not limited to, loss of income, loss of use of the equipment, your failure to get the appropriate permissions to install an air source heat pump or any redecoration or alteration works. We will not be liable to you for any amount granted under the Boiler Upgrade Scheme.
11. For the avoidance of doubt, the Warm Home Promise and these terms do not affect any other rights you may have under warranty and do not affect your statutory rights under the Consumer Rights Act 2015 (as amended) and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

We (British Gas) care about privacy and we protect your personal data. Please read our Privacy Notices, to understand how we collect and use your personal data and your data protection rights. Our Privacy Notices do not form part of the contract between you and us. You can find the Privacy Policy <https://www.britishgas.co.uk/privacy-policy.html>

You can contact Centrica's data protection officer by writing to The Data Protection Officer, Centrica Plc, Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD. You can also contact our data protection officer at [privacy@centrica.com](mailto:privacy@centrica.com).