

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 Services Limited is the data controller of your personal data. Although our Privacy Notice does not form part of the agreement between you and us, we recommend that you read it, to understand how we collect and use your personal data and your data protection rights. Please see our Privacy Notice at www.britishgas.co.uk/privacy-policy.html

Terms and conditions for electric vehicle charge points

1. Your agreement

These are our terms for supplying and installing your **charge point**. Please read them carefully. They tell you important information, like who we are, how we will supply and install the **charge point** and what to do if there is a problem.

2. Definitions

When we print the words below in **bold**, they have the following meanings:

By “**British Gas**”, “**we**”, “**us**” or “**our**” we mean British Gas Services Limited (registered number 03141243) trading as Hive and or British Gas. Our registered office is Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD.

charge point – the charge point unit (excluding accessories) to use with a plug-in electric vehicle.

consumer- an individual obtaining or buying products and/or services from us wholly or mainly for their personal use (not for use in connection with their trade, business, craft or profession).

customer declaration – Parts A and B of the Electric Vehicle Homecharge Scheme Installation Form (v.3.1) or the equivalent sections of any forms that replace it.

home- the building, including any attached garage where a private individual lives.

industry partner- an organisation through which **consumers** obtain electric vehicles and who refers its customers to **British Gas** to arrange an **installation**. Examples include, but aren't limited to, electric vehicle manufacturers, car lease and car hire companies.

installation – the installation of your **charge point** by us under this agreement at a domestic property wholly or mainly for domestic and private use. It does not include electrical upgrade work for which separate fees and terms apply.

OZEV – the Office for Zero Emission Vehicles.

OZEV grant – the Electric Vehicle Homecharge Scheme grant provided by **OZEV**.

partner offer- means a promotion or package offered by an **industry partner** which entitles eligible **consumers** to, depending on the offer, either a free or discounted **standard installation** by **British Gas**. It does not include situations where the cost of the **installation** is paid for by an **industry partner** as part of a car lease or car hire agreement.

property – the **home** where the **charge point** will be installed and all the land up to the boundary including any detached outbuildings.

standard installation- means the standard installation package set out in a quote.

top up charge- a £350 (three hundred and fifty pounds) charge. This charge is payable where an **installation** is not eligible for an **OZEV grant**.

3. The quote and what it includes

Any quote issued is valid for 21 days and work must begin within 12 months of acceptance. After this we may not be able to honour the quote, and we might need to issue another one. All prices include VAT at the current rate.

Unless we've agreed otherwise, the price stated on any quote is for the **standard installation** package. If you need extra work which is not included in that package, we'll explain why, and agree any additional costs with you before starting work. Any electrical upgrade work will be carried out under our one-off home improvement and repair work terms- you can find them at britishgas.co.uk. If there is any difference between what we say here and in those terms, what we say here takes priority.

If we carry out a virtual survey, we'll need to check the accuracy of the information you gave us before we start work. If it turns out that the information you gave us was not correct, we may need to issue an updated quote before starting work.

Sometimes we have to do work which could cause damage to wall coverings, paint and solid wall insulation (for example if we need to do some wiring to install the **charge point**). If you need to do any redecoration then, unless we have been negligent with our work, this will be your responsibility and is not included in the price we quote.

4. Where an industry partner pays for your installation as part of your car lease or hire agreement with them

Unless stated otherwise, if you have entered into a car lease or hire agreement with one of our **industry partners** and the cost of your **installation** is bundled with or included in that agreement, the **industry partner** will pay us the price of a **standard installation**.

If you need extra work which is not included in the **standard installation** package, you will need to pay for this, unless we tell you otherwise. We'll explain why the extra work is needed, and agree the additional costs with you before starting work. You may also need to pay us a **top-up charge** before we start the **installation** if we believe that you don't qualify for an **OZEV Grant**,

If you do not want to pay for the extra work or the **top up charge** (where applicable) then we will be unable to carry out the **installation**. Unless your agreement with your car lease or car hire company says otherwise, you will not be entitled to any cash alternative or refund where this happens.

Where the **industry partner** fully covers the cost of the **installation**, you provide consideration by;

- allowing us to claim the **OZEV grant** for your **installation**, or
- where this grant isn't available, paying us the **top up charge**.

Your car hire or car lease agreement documents will tell you when you become the owner of the **charge point**. You may not own the **charge point** until you have made the final payment of your hire or lease agreement.

5. Where an industry partner makes a payment towards your installation other than as part of a bundle for a car lease or car hire agreement

We work with a number of **industry partners** and install **charge points** for their customers. Sometimes these organisations fully or partly fund **standard installations** for their customers.

If you're eligible for a **partner offer**, we'll agree a contract directly with you for the **installation**. The **industry partner** will be responsible for paying the portion of the charges they've agreed to pay under the **partner offer**. You'll need to pay the balance, if there is one. Where the **partner offer** fully covers the cost of the **installation**, you provide consideration by;

- allowing us to claim the **OZEV grant** for your **installation**, or
- where this grant isn't available, paying us the **top up charge**.

If you need extra work which is not included in the **partner offer**, we'll explain why, and agree any additional costs with you before starting work. You may need to pay us a **top-up charge** before we will start the **installation** if we believe that you don't qualify for an **OZEV Grant**,

If you do not wish to pay for the extra work and/or the **top up charge** (where applicable) then we will be unable to carry out the **installation**. Unless the terms of the **partner offer** say otherwise, you will not be entitled to any cash alternative or refund where this happens.

6. What happens if your electrical supply is inadequate or it's unsafe to install a charge point

We can only complete the **installation** if:

- The electrical capacity (e.g. main fuse) can support the additional electrical demands of a **charge point**.
- It's safe to install a **charge point**.

If the capacity is not sufficient, we might be able to de-rate the **charge point** or we may have to pause the job until your main fuse is upgraded by your electricity supplier.

If the electrical arrangements or something else at the **property** means it's unsafe to install a **charge point**, we won't complete the **installation** until you resolve the issue. For example, where there's hazardous chemicals, pest infestations, verbal or physical abuse or harassment.

We don't have to start or continue the **installation** if we believe that the location isn't suitable or safe for a **charge point**. For example, if the charging lead could create a trip hazard or the charging lead will not remain on your **property** during charging.

7. When we will do the work and who will do it

We'll start the **installation** on the time and date we agree with you. Unless we agree otherwise, work must take place during our normal working hours Monday to Friday.

To carry out the work as quickly as possible, we may send one of our suitably qualified contractors.

8. OZEV grants

OZEV provides a grant for electric vehicle drivers to have a **charge point** installed at their home. The **OZEV grant** is subject to a number of conditions, which can be found at <https://www.gov.uk/government/publications/customer-guidance-electric-vehicle-homecharge-scheme>.

If you think you may qualify for the **OZEV grant**, we recommend you read the full terms, as you will need to confirm if you meet the eligibility requirements (1) during our quote process and (2) when you sign the **customer declaration**.

Here's a summary of some of the key conditions:

- You must either;
 - be the registered keeper of an eligible vehicle, or
 - be assigned an eligible company car, or lease an eligible vehicle, for at least 6 months.
- A full list of eligible vehicles can be found at:
<https://www.gov.uk/government/collections/government-grants-for-low-emission-vehicles>
- You must live at the **property** where the **charge point** will be installed. If you rent it, you must get written permission from the appropriate owner and/or management company for the **installation**.
- You can't claim an **OZEV grant** if you have previously claimed against the **OZEV grant** scheme (or the earlier Domestic Recharge Scheme) unless 2 eligible electric vehicles are owned concurrently, in which case a second **OZEV grant** can be claimed.
- You must have the **charge point** installed as a private individual. This means you can't claim VAT back from HMRC for the **installation**.
- Your **property** must have designated private off-street parking suitable for a **charge point**. And you must have access to this area at all times.

9. If we believe your charge point or installation is eligible for an OZEV grant

If we believe your **charge point** and/or **installation** are eligible for an **OZEV grant**, we will only ask you to pay us the difference between the **OZEV grant** available and the total price in our quote. We'll apply for an **OZEV grant** on your behalf to cover the balance we're owed.

To complete the **OZEV grant** application, you need to give us certain information and sign the **customer declaration**. By accepting our quote, you agree that;

- the information you give us will be full, complete and accurate,
- you will promptly give us any information or documents we need to complete the **OZEV grant** application, and
- you will sign the **customer declaration** promptly.

If you don't do these things and this means;

- we are not able to apply for an **OZEV grant**, or
- our **OZEV grant** application is refused,

we will take the steps set out in the following paragraphs.

If we've not started work, we will update your quote to reflect the fact that the **OZEV grant** is not available. If you don't want to go ahead, we'll refund you any money you've already paid. We can deduct our reasonable expenses from the refund.

If we've already installed your **charge point** (and we've made reasonable attempts to get the information we need from you) we will charge you the difference between what you've already paid and the total price (i.e. the price without an **OZEV grant** discount) in our quote. This could be up to £350 for each **charge point** (based on the current **OZEV grant** rate). We can also charge you an administration fee of £50.

There may be other grants or funding available to help you get a **charge point** installed. It's up to you to confirm if you could be eligible and to apply for such funding.

10. What to do if your circumstances change

You must tell us if your circumstances change between the date your **installation** is booked and the date it takes place, where this could affect your eligibility for the **OZEV grant**.

If your circumstances change after the **installation** or you no longer have use of your electric vehicle before the minimum 6-month keepership period ends, you must tell **OZEV** via **Chargepoint.Grants@ozev.gov.uk**.

11. What happens if the government withdraws the OZEV grant scheme

If your quote assumes you're eligible for an **OZEV grant**, but the government ends that scheme or changes the value of the **OZEV grant** before we install your **charge point**, we will not have to carry out the **installation**, unless you pay us any short-fall in funding.

12. Reasonable timescales

We'll give you our time estimate for doing the **installation** and we'll do our best to keep to this, unless something beyond our control means we can't – in which case we'll let you know as soon as possible and arrange a new time.

13. Getting into your property

If you're not at the **property** on the day of **installation**, you must make sure that there is somebody else present who is 18 years or older and can give instructions to the installer and sign paperwork on your behalf during the visit.

It's your responsibility to give us access to your **property**. If we can't get access, we won't be able to complete the work and you'll need to contact us to arrange another appointment. We can also charge you our reasonable costs for the wasted visit.

14. If you buy your charge point from a third party

We may agree to install a **charge point** which you have bought from a third party such as a vehicle manufacturer or their representative (e.g. an authorised car dealer). If we agree to do this and the **charge point** is delivered to you before the **installation**, you'll be responsible for keeping it safe from the point you receive it until you hand it over to us. If the **charge point** is lost or damaged during that time, you'll have to source and pay for a new one.

15. Permissions and consents

It's your responsibility to get any permission needed for the work, as we don't accept liability for unauthorised work, e.g. if you don't own the **property** where any part of the work will take place, 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 any losses or costs to us if claims are made against us for work carried out without the proper permission.

16. Software

Once connected to Wi-Fi, your **charge point** may receive over-the-air updates to improve your experience. It may also send or receive messages to complete diagnostic checks.

From time to time the manufacturer of your **charge point** or your **charge point** operator may, acting reasonably, need to make the smart functionality of your **charge point** temporarily unavailable to allow them to carry out maintenance or updates.

To enjoy the full functionality of your **charge point**, you may need to download and use an app which supports it or sign up to a subscription with a **charge point** operator. By signing up to such an app or service, you'll be entering into a separate legal agreement with a third party, which governs the use and functionality of the app and/or your relationship with the **charge point** operator.

If you don't want to use the app, sign up to such a service or there's a communication issue with your **charge point**, your **charge point** will still function in manual mode. However, you won't be able to use some of its smart features and you won't be able to charge your electric vehicle in smart mode.

17. Warranty

If there is a problem with a **charge point** (or parts) we supplied, or the work we carried out, within 3 years of the date we finished the **installation**, we will repair or replace the faulty **charge point** (or faulty parts) we've supplied, or fix the faulty work we've done free of charge.

This warranty does not apply to accessories bought with your **charge point**.

This warranty will not apply if;

- there has been improper use of your **charge point**, or it has been abused or tampered with,
- repairs or modifications have been attempted or carried out;
 - by someone other than a **British Gas** appointed electrician,
 - against the manufacturer's guidelines/instructions, or
 - with parts that have not been supplied or approved by the manufacturer,
- the fault is caused by negligence, intentional or accidental damage, improper use by you or a third party or by abnormal working conditions,
- the **charge point** has not been used or maintained in line with its operating and/or maintenance instructions or has been abused or tampered with,
- you don't give notice of a fault within a reasonable period of discovering it,
- you continue to use the **charge point** after you have;
 - given notice of a fault under the warranty process, and
 - been told to stop using it as continuing use poses a health and safety risk and/or is likely to cause material damage to the **charge point**,
- the problem is caused by unrelated faults such as issues with the electrical wiring at your **property** or a fault in the charging system of your electric vehicle, or
- the **charge point** is installed in a commercial property.

This warranty does not affect your legal rights. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

18. Complaints

We'll complete the work included in your quote with due skill and care, and in line with industry standards.

However, if you're unhappy with our services, you can make a complaint using the following contact details:

- Call us: 0333 202 1054
- Email us: ev@britishgas.co.uk

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, or it's been more than eight weeks since we received your complaint, you may be able to take your complaint to the Utilities ADR. For more information visit utilitiesadr.co.uk.

19. Our responsibility for loss or damage suffered by you

19.1 Nothing in these terms limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter where it would be unlawful to limit our liability.

19.2 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.

19.3 We won't under any circumstances, be responsible for;

- the cost of repairing any pre-existing faults or damage to your **property** or electricity supply that we discover during the **installation**,
- any loss because you have provided inaccurate or misleading information,
- any damage because the **charge point** isn't used in line with the manufacturer's instructions,
- any problems arising from your or anyone else's smartphone, computer, internet browser, internet connection or use of an app,
- any financial loss or damage, such as losing profit, income, business, contracts or goodwill,
- delays due to weather or other circumstances beyond our control (Where such delays occur, we will complete the work as soon as reasonably possible.), or
- any loss which both sides would not have reasonably expected when we made this agreement.

19.4 Each individual sub-clause in this section 19 applies separately. If a court tells us we can't rely on one of the sub-clauses, the others will still apply.

19.5 These limitations don't affect your legal rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

20. Cancelling your agreement with us

You can cancel your agreement with us at any time before the **installation** is fully completed. This is called your "cooling off" period.

If you no longer want the work to go ahead, please contact us on 0333 202 1054.

By accepting the quote (or if an **industry partner** is paying for the **installation** by agreeing to proceed and booking an installation date) you've agreed that we can start work during your cooling off period.

If you cancel after work starts and you're responsible for paying, we'll charge you for;

- work we've already carried out, and/or
- any goods we've supplied which have already been installed.

And we won't be responsible for undoing any work we've already carried out.

We can deduct these costs from any deposit you've paid or bill you for them.

We can cancel the **installation** at any time by giving you written notice.

21. General terms

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.

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.

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

Normally, we only complete **installations** in Great Britain. However, we carry out **installations** for some **industry partners** in Northern Ireland (subject to certain conditions). The services also aren't currently available on certain Great Britain offshore islands such as the Isle of Man or the Isle of Wight. If you'd like **British Gas** to carry out an **installation** in Northern Ireland on an offshore island, please contact us and we'll confirm whether we can arrange this for you.

This agreement is bound by the laws of whichever country the **property** for which you require the services is in – England, Wales, Scotland or Northern Ireland.

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