

terms and conditions
for business



Contents

1.0	This contract	4
2.0	Charges	6
3.0	Payment and billing	10
4.0	Security deposit	12
5.0	Meters and access	12
6.0	About your supply	14
7.0	Electricity supply	15
8.0	Gas supply	17
9.0	Moving out of or changing a site	17
10.0	Renewing or ending the price arrangement	18
11.0	Leaving our supply	20
12.0	Changes to this contract	22
13.0	Our responsibility for loss or damage	24
14.0	Using personal information	24
15.0	Extra conditions if you are a Green Deal bill payer	30
16.0	Other information	31
17.0	Dealing with disputes	32
18.0	Glossary	33

Welcome to British Gas terms and conditions

This **contract** is between us, British Gas Trading Limited ('British Gas') and you, our customer.

These terms and conditions apply to all **sites** which we supply with gas or electricity (or both) where you are using the gas or electricity (or both) totally or mainly for non-domestic purposes (including **sites** under a **fixed price arrangement, variable price plan** and **Deemed contracts**).

These terms and conditions do not apply if our domestic or large and multi-site terms and conditions for gas and electricity apply to you. For example, if you are using the gas or electricity (or both) totally or mainly for domestic purposes, in which case you must tell us as we may need to have a separate **contract** with you for domestic supply.

If your circumstances change, you must tell us immediately and we will discuss a suitable course of action with you.

If there is any difference between these terms and conditions and any other **contract** document between us, including your **contract details**, these terms and conditions take priority, unless we have agreed otherwise in writing with you.

Certain words used in these terms and conditions are highlighted in bold because we have given them specific meanings. These meanings are set out in the glossary at the back. The glossary also contains an explanation of how you should interpret certain words or phrases in these terms and conditions.

Contents at a glance:

These terms and conditions apply if you are using gas or electricity (or both) that we supply, unless we say otherwise in this **contract**. If you have any questions about these terms, email us at customerservices@britishgasbusiness.co.uk.

1.0 This contract

- 1.1 We agree to provide gas or electricity (or both) at your sites under the terms and conditions of this **contract**. You agree to take the gas or electricity (or both) we supply, and by using the gas or electricity we supply you agree to the terms and conditions of this **contract**.
- 1.2 Your **contract** for any **site** will start with us as soon as we agree (including over the phone) the **contract details** for that **site**.
- 1.3 You will still have a **Deemed contract** with us if we already supply the **site**, even if you do not agree **contract details** and:
- (a) you move in and take supply from us at that **site**;
 - (b) your tenants move out of the **site**;
 - (c) you take or have responsibility for the **site**; or
 - (d) a **contract** is treated as existing between us for any other reason.
- 1.4 We will work out our **charges** for any **Deemed contract** in line with clause 2.3 until we agree actual **contract details** for that **site**. You should contact us so we can agree **contract details** for the **site** as you may be paying more than you need to.
- 1.5 You agree that we may check your credit score before this **contract** starts, before the start of a **fixed pricing period** or **variable price plan** and at other times during this **contract**. If we have already agreed with you that we will supply any **site** with gas or electricity (or both) but we are not happy with your credit score, we will tell you. In these circumstances:
- (a) we may ask you to pay a security deposit or provide a guarantee or another form of security as described in clause 4; or
 - (b) we may, if we do not already supply the **site**, choose not to take over the supply at your **site** for any reason (including if you do not pay the security deposit or provide other security we ask for). We may also stop any registration processes to transfer your supply to us (in which case this **contract** will end immediately for that **site** and the **site** will stay with its previous supplier).
- 1.6 If we do not already supply a **site** when we agree this **contract**, we will aim to start to supply you within 21 days of the day after we agree the **contract details** with you. We will tell you the precise date when we know it. If we have specifically agreed with you that you may cancel your **contract** with us, the 21-day period will start on the day after the cancellation period ends.
- It may take longer than 21 days after the date of this **contract** for us to start supplying you if you ask for the transfer to take place over a longer period, or if we have difficulties taking over the supply from your previous supplier. For example, this can apply in the following circumstances:
- (a) your old supplier objects to us transferring the supply;

- (b) we do not have all the information we need from you to take over the supply and:
 - (i) we have taken reasonable steps to ask you for the information and you have not provided it or the information you have provided is incorrect; and
 - (ii) we cannot easily get that information from any other source.
 - (c) you are connected to a private gas or electricity network and:
 - (i) a physical connection needs to be made to the distribution network for gas or electricity (or both) and that connection has not been made yet; or
 - (ii) your old supplier has told you about the way your metering needs to be arranged to allow another supplier to start supplying you and your metering has not yet been changed to allow this.
 - (d) you do something that prevents us from taking over the supply or you tell us you do not want the transfer to take place.
 - (e) **Ofgem** prevent us from supplying you.
 - (f) we cannot supply you for some other reason which we have no control over and where we have taken all reasonable steps to resolve this.
- 1.7 By taking the supply or agreeing **contract details** for a **site**, you:
- (a) confirm that you own or use each **site** and that it is connected to mains gas or mains electricity (or both) or connected through another connection to mains gas or mains electricity (or both);
 - (b) agree that if you owed us any money before the date this **contract** started (for any of your **sites** we supply, including for a **Deemed site**), you will also owe it to us under this **contract** and you will have to pay any money you owe us;
 - (c) agree that we are responsible for delivering the supply from outside a **site** to the meters and that you are responsible for the gas or electricity (or both) from the into your **site**;
 - (d) agree that if you are a partnership, we may claim any money you owe us under this **contract** from you, any of your partners or all of you;
 - (e) confirm that the gas or electricity (or both) at any **site** is used totally or mainly for non-domestic purposes;
 - (f) confirm that your previous supplier has no reason to object to you transferring your supply to us, and you agree that you will pay any **charges** you owe your previous supplier that are transferred to us (for example, transportation or distribution **charges** for supply of gas or electricity (or both) to your **site**), together with any of our and your last supplier's administration **charges**;
 - (g) agree that you will not take an alternative supply of gas or electricity (or both) from any other supplier at any **supply**

point at any **site** while that **site** is covered by an active **fixed pricing period** under this **contract**; and

- (h) you will give us the evidence we reasonably ask for to allow us to check your identity as our customer. This could include your passport or driving licence, other utility bills or your tenancy agreement for the **site**.

Clauses 1.7 (f) and (g) do not apply to a **Deemed site**.

2.0 Charges

- 2.1 You agree to pay us for supplying gas or electricity (or both) and for other **charges** which apply under this **contract** (such as those described in clause 2.5).

- 2.2 Unless this clause or clause 12 says something different, our **prices** for supplying each **site** are set out in the **contract details** for that **site**. Our **prices** may also include a **standing charge**. We will tell you the amount of **standing charge** which applies to your **site**. The **standing charge** will be set out in your **contract details** and will apply even if the **site** is empty.

- 2.3 We will work out our **charges** for any **Deemed site** based on our **Deemed prices** until we agree to a new **fixed price arrangement** for that **site** or a different supplier takes over supply to that **site**. **Charges** based on our **Deemed prices** may be higher than the **charges** under

a **fixed price arrangement**. We will change the **Deemed prices** from time to time. You can see our current **Deemed prices** at: britishgas.co.uk/business/our-rates. You can contact us at any time to discuss a **fixed price arrangement** for that **site** by calling **0800 652 4040** or emailing customerservices@britishgasbusiness.co.uk

- 2.4 This **contract** will continue to apply to the **site** if we have agreed a **fixed price arrangement** for any **site** and:

- (a) the **fixed price arrangement** for that **site** has ended; or
- (b) if we have ended the **fixed price arrangement** for that **site** in line with clauses 4.2, 10.4(b) or 12.4(c).

In those circumstances, the **charges** we will apply will be based on our **variable price plan** for as long as there is no **fixed price arrangement** in place or until a different supplier takes over supply to that **site**. **Charges** based on our **variable price plan** can change but we will always give you 30 days' notice of any change. The **variable price plan charges** may be higher than the **charges** under a **fixed price arrangement**.

- 2.5 We may also charge you for extra items that are not set out in your **contract details**. We will tell you about these **charges** before they are applied. These may include:

- (a) our reasonable costs of trying to get back money you owe us or if you break any of the terms and conditions of this **contract**, including administration and third-party costs (for example, our cost of sending an agent to your **site** in connection with any money you owe us) or our reasonable costs where an attempted payment fails;
 - (b) our reasonable costs of stopping, disconnecting or reconnecting your supply;
 - (c) our costs for transporting or distributing gas or electricity to the **site** (as far as these are not included in the **price** arrangement we and you have agreed);
 - (d) a charge for meters;
 - (e) our reasonable costs if you fail to keep an agreed appointment with us or our agents at a **site**;
 - (f) our reasonable costs if you interfere with your gas or electricity **meter** or steal gas or electricity;
 - (g) our reasonable costs if you prevent us or our agents from reading or working on your **meter**;
 - (h) our reasonable costs of transferring a **site** back to your old supplier, where you no longer own or use the **site** you have told us to supply;
 - (i) costs for reading your **meter** when you ask us, if this is more often than we must read it by law;
 - (j) making and sending copies of any documents we have already given you; and
 - (k) any amounts that, by law, we have to include in your bill (for example, if the Government introduced a scheme for customers to pay for energy-efficiency measures through their energy bills).
- 2.6 If your **meter** also supplies other addresses or any parts of a **site** that you do not own or use, you must tell us about it. You will be responsible for paying us for all the gas and electricity that is supplied through your **meter**, even if it is used at the other addresses or other parts of the **site** unless we have agreed otherwise with you in writing.
- 2.7 You must tell us if a tenant or occupier moves into a **site** and send us details of the tenant and meter readings for the relevant **supply points**. You will be responsible for paying for the gas and electricity that is used at your **sites** unless a tenant or occupier that we have authorised has taken over responsibility for the **supply point**.

2.8 We have the right to charge you for extra services you ask for. We will tell you about these before we give you the service.

2.9 If they apply, you must pay UK taxes and duties, including **VAT** and **CCL** at the appropriate rates, on our **prices** and other **charges** in line with the existing legislation. We will add these amounts to your bills.

(a) we will charge you **VAT** on supplies of gas or electricity (or both) to the **site**. This will be at the standard rate unless the following apply:

(i) you send us a completed, valid **VAT** certificate that shows you do not have to pay for gas and electricity at the standard rate of **VAT** at the **site**. If you do this, we will charge you **VAT** at the appropriate reduced rate on all or part of your supply that is eligible for the reduced rate of **VAT** as shown by the percentage you declare on your **VAT** certificate. If you tell us that the reduced **VAT** rate applies to you and you ask us for a copy of a blank **VAT** certificate, we will send you one for you to fill in and return to us. Please contact us on **0800 652 4040** or email customerservices@britishgasbusiness.co.uk

(ii) the supply to your **site** is **below certain limits**. If this is the case, we will automatically charge **VAT** at the reduced rate.

(b) we will charge you **CCL** on the gas or electricity (or both) you use, unless:

(i) **CCL** does not apply (because the reduced rate of **VAT** applies to the supply at the **site** - see clause 2.9(a)); or

(ii) you qualify for an exemption or discount from the full **CCL** rate (in line with Schedule 6 of the Finance Act 2000).

If you are eligible for an exemption or discount from the full rate of **CCL** (unless the exemption relates to the supply of **RSE** or **CHP electricity** as set out in your **contract details**), you must send us a completed PP11 form (or any other document that replaces the PP11 form) at least 10 days before the start of your **supply period** with us. You can get the PP11 form from HM Revenue & Customs. If you send us a completed PP11 form after we have started to supply your **site** with gas or electricity, by law there is a maximum period for which we can apply any appropriate exemption or discount to gas or electricity we supply to your **site**. This means that we can only apply the exemption or discount to gas or electricity we have supplied to you, at the **site**, from the date which is four years before the date on which we receive the form.

- (c) we will not be legally responsible to you or anyone else if we have not charged you enough **VAT** or **CCL** because of incorrect information you have given us or a fact in any documents you send us is incorrect. If this happens, you will have to pay the difference to us if we demand on an invoice, or directly to HM Revenue & Customs if they demand.
- (d) if you have sent us a **VAT** certificate or PP11 form, it is your responsibility to tell us if the purpose that you use gas or electricity for at your **site** changes. Please send the **VAT** certificate or PP11 form to:

Customer Services
British Gas
Spinneyside Way Penman Way
Grove Park Leicester LE19 1SZ
Or you can email us at:
**customerservices@
britishgasbusiness.co.uk**

At a glance:

Our **prices** may include a **standing charge** which will apply even if the **site** is empty.

If you have not agreed **prices** with us, our **Deemed prices** will apply.

We can charge you extra for any extra costs that we have to pay due to something you have done, or where you ask us to provide you with extra services.

We can charge you for costs related to transportation and distribution of gas or electricity (or both) to your **site** and **meter** charges.

VAT and **CCL** will be added to your charges if these apply. You need to send us a completed **VAT** certificate, if this applies. You also need to send us a completed PP11 form, if this applies.

3.0 Payment and billing

- 3.1 We base our **charges** on the amount of gas or electricity we supply, worked out in kilowatt hours.
- 3.2 We will send you bills at regular intervals (for example, every month or every three months) which may be based on **actual meter readings** or an estimated meter reading. You must tell us if:
- (a) you haven't received a bill in line with your expected billing interval;
 - (b) your bill is unusually high or low; or
 - (c) there is any change in your circumstances that may lead to changes in the amount of energy you use.
- 3.3 You must pay the money you owe in full by the payment due date shown on the bill.
- 3.4 You should include with your payments enough information so that we can allocate it to your account. You must include, at least, your account number or invoice number with **site** details. If you make a payment without this information, we may not be able to put this in your account until we have the information we need.
- 3.5 Unless you are a **Green Deal bill payer** (in which case clause 15 applies), we may use any money you pay us, any money we owe you or any security deposit you have paid, to pay off what you owe under this or any other arrangement. When you make a payment, we will decide how we apply it against any part of your outstanding balance. For example, we may pay the oldest amounts you owe us first even if you have told us that the payment relates to another amount you owe us.
- 3.6 If you pay a fixed amount by Direct Debit, we may change the amount you pay and when you pay it, depending on how much electricity or gas (or both) you use, or we think you may use, or if we change our **prices** or you owe us money. We will tell you before we make changes.
- 3.7 If you disagree with any amount we have charged you, you must tell us immediately and the following will apply.
- (a) you agree to pay your bill for the amounts which you do not disagree with and for any bills we send you afterwards.
 - (b) if you disagree with the amount we have charged, you must pay us either 75% of the full amount shown on the bill or the undisputed amount (whichever is higher) by the date you are due to pay us.
 - (c) if we agree with you that we have charged you too much and we owe you any money, we will add that money to your supply account with us as soon as we can.

- (d) if we don't agree with you and decide that you owe us the rest of the money on the bill, we will tell you. You must pay us within 10 days from the date we tell you about our decision, even if we raise a new bill for the outstanding amount and the new bill shows a different payment due date. We may also charge you interest from the due date shown on the original bill you disputed.
 - (e) if you still disagree with our decision, see clause 17 for further steps you can take.
- 3.8 If you do not pay your bill by the date shown on the bill, we may charge you:
- (a) fixed-sum **charges** (at the level set out in the Late Payment of Commercial Debts (Interest) Act 1998); and
 - (b) interest (on amounts you do not disagree with) at 4% above HSBC Bank's base rate from the day after the bill was due.
- 3.9 If any of the bills we sent you were not accurate, we will send you a new bill, which you must pay by the due date on that new bill. This clause will still apply after this **contract** ends and after we have sent a final bill to you.
- 3.10 If you are having financial difficulties, visit our webpage britishgas.co.uk/business/financial-difficulty, timetopay@britishgas.co.uk or call us on **0845 073 0427**.

At a glance:

You must pay your bills by the date shown on the bill.

We may charge you for late or non-payment.

We may send you an estimated bill if we can't get or use an **actual meter reading**.

We may charge interest and fixed late payment charges on any amounts you owe us.

We can ask you to pay in different ways depending on your credit rating (for example, by Direct Debit).

You must tell us if you disagree with the amount we charge you and we will work with you to try and sort the matter out.

To find out about our debt-management service, visit britishgas.co.uk/business/financial-difficulty

4.0 Security deposit

- 4.1 If we are not happy with your credit standing or we believe that you may not be able to pay your bills on time in full, we may, at any time:
- (a) ask you to pay in a different way (for example, by Direct Debit instead of cash or cheque);
 - (b) ask you to pay us a security deposit or to increase any security deposit that we already hold for you;
 - (c) ask you to arrange for a guarantee in the format we request from your parent company or from one or more directors, shareholders or members, confirming that they will be responsible for any amounts due under this **contract**;
 - (d) ask you for any other form of security; or
 - (e) charge you different **prices** (to reflect the risk to us).
- 4.2 If you do not agree to pay the different **prices**, pay us in the way we ask, pay the security deposit or arrange the requested guarantee or security by the day we have asked, we have the right to end any **fixed price arrangement** that already exists which will then end automatically on the day we tell you it has ended. If this happens, clause 2.4 will apply and you will move to the **variable price plan**.

5.0 Meters and access

- 5.1 We will make any arrangements we need to provide a **meter** at each **site** and you agree to co-operate with those arrangements unless we agree other arrangements with you (for example, if we agree with you that you will provide your own **meter**). If we do agree other arrangements with you, you will pay us for any reasonable costs or expenses that arise from those arrangements and you agree that we have no legal responsibility if you provide your own **meter**.
- 5.2 In terms of meters generally, the following will apply:
- (a) we may ask you for a meter reading before we start supplying your gas or electricity.
 - (b) if we do not get an **actual meter reading** for the date we start supplying you with gas or electricity, we will estimate a reading based on how much gas or electricity was previously being used at the **site**.
 - (c) you must give us a meter reading at least once every year or more frequently if we ask you to. You should provide meter readings as often as you are reasonably able (for example, once a month) to help us bill you accurately.
 - (d) we will take all reasonable steps to reflect an **actual meter reading** in your next bill unless clause 5.2 (e) or (f) applies.

- (e) if you give us a meter reading that falls outside our reasonable estimation of your use, we may not be able to use your meter reading. If this happens, we will take all reasonable steps to contact you to ask for a new meter reading. If we still have a good reason to believe that the meter reading you have provided is not accurate, we will tell you that we are not able to use the meter reading you provided and we may then use an estimated meter reading. You must tell us if there are any unusual circumstances which might have affected your use, for example if your **site** was closed.
 - (f) we also have the right to use a different meter reading from the one you give us. For example, we can do this if we read the **meter** ourselves and get a reading that is different to the meter reading you provided.
 - (g) if you disagree with a meter reading we have used (either an **actual meter reading** or an estimated reading), you must tell us within 30 days of the bill which has been worked out using that meter reading.
 - (h) we are not responsible for any faults in a **meter** or other fitting that we do not own or provide.
 - (i) you must not damage or interfere with the **meter**. If you do, we will charge you our or our agents' reasonable costs to visit a **site** and carry out any work that needs doing to the **meter**. We will also charge you if we think you may have interfered with the **meter** to steal gas or electricity including for our estimate of gas or electricity used. In those circumstances we can also prosecute.
- 5.3 When we ask, you must let us, our agents, the **transporter** or **network operator** visit each of your **sites** to inspect the **meter**. You must make sure it is safe to visit your **sites**. You must allow these visits to your **sites**:
- (a) for any reason that relates to your supply or **meter**, pipes or wires (this includes reading, inspecting, repairing, exchanging, testing, installing, isolating or removing a **meter** or stopping your supply);
 - (b) if we need to inspect or test a **meter** or connection we do not own or have not provided, to check it is safe and gives accurate readings or make sure it has not been tampered with (you agree to pay our reasonable costs if we need to do this);
 - (c) if there is a danger and we need to arrange for your supply to be turned off;

- (d) if there is an emergency;
 - (e) if at any time we need to make any changes relating to or resulting from the supply (for example if we need to change the pipes connected to the **meter** or the type of **meter** you use);
 - (f) if we have stopped supplying your **site** and we want to collect any **meter** that belongs to us; or
 - (g) if we need to visit for any other reason and can do this legally.
- 5.4 If you or we think that the **meter** is not correctly recording the gas or electricity you use, we will choose a qualified person to test it. If the test shows that the **meter** is not recording information correctly (because it is outside the 'limits of error' set by **industry agreements**), we will replace or repair the **meter** as soon as is reasonably practical. If this happens, we will pay the costs involved in replacing the **meter**.
- 5.5 If we ask for the test, we will pay for it. If you ask for the test, you must pay for it before we carry it out. If the test shows that the **meter** is not correctly recording the gas or electricity you use, we will refund the amount you paid for the test. If the **meter** is working properly, we will not refund you the amount you paid for the test. If the test shows that the **meter** is not working properly or that you have paid for more gas or electricity than you should have, we will pay you back the amount you have overpaid.

- 5.6 If you choose to stop taking supply at a **site**, you must arrange for an appropriately qualified person to remove your **meter** or if the supply is for electricity, de-energise the **meter** (switch off the supply).

At a glance:

You agree to give us a meter reading as often as you are reasonably able and at least once a year. You can email us your meter reading at: meter.reads@britishgasbusiness.co.uk

You must allow us access to your **meter** and you must not tamper with it or damage it.

6.0 About your supply

- 6.1 If we or any legally authorised third party (for example, the **transporter**) asks you to stop or limit the amount of gas or electricity you use at a **site**, you must do everything you can to do so straightaway. If the matter relates to a safety issue, you must not start using the gas or electricity again until you have been told that the issue has been sorted out. Your supply may be stopped or limited if:
- (a) we believe somebody's life or property may be in danger;
 - (b) you do not pay your gas or electricity bills by the due date;
 - (c) **Ofgem**, the **transporter** or the **network operator** tells us to do so;

- (d) we believe it is necessary and any energy laws or **industry agreements** allow us to do so;
 - (e) circumstances that we have no control over prevent us from supplying you (although we will take reasonable steps to keep supplying you);
 - (f) we believe your **meter** is not set up properly or is unsafe (including if we have not been able to read a **meter** that you have provided or if we believe the metering equipment is being interfered with);
 - (g) we need to test emergency or safety procedures (including energy-industry procedures); or
 - (h) we have specifically agreed that your supply can be interrupted in certain circumstances.
- 6.2 We are entitled to inspect and read your **meter** and stop your supply from outside your **site** if your **meter** has equipment that allows us to do so.

At a glance:

We can stop or limit your supply for the reasons listed in clause 6.1

7.0 Electricity supply

Clause 7 applies if the contract is for supplying electricity.

- 7.1 You agree to tell us in writing about any electricity you generate on your **site** where the generating equipment is connected (directly or indirectly) to the electricity network. You also agree to provide forecasts of any future production from any electricity-generation equipment on your **site**. We may pass to you any extra costs that may arise as a result of you generating electricity on your **site**.
- 7.2 We will take reasonable steps to make sure that the **network operator** does not change the voltage or frequency in your electricity supply. However, we cannot guarantee that there will not be any changes.
- 7.3 When we supply you with electricity under this **contract**, you are also entering into a standard connection agreement for your electricity with your local electricity **network operator**. This is described in clause 7.4, and your supplier means us.

- 7.4 Your supplier is acting on behalf of your **network operator** to make an agreement with you. The agreement is that you and your **network operator** both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this **contract** and it affects your legal rights.
- The NTC is a legal agreement. It sets out rights and duties relating to the connection which your **network operator** delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to:
- Energy Networks Association
6th Floor
Dean Bradley House
52 Horseferry Road
London SW1P 2AF
Phone: 0207 706 5100
Website: connectionterms.co.uk
- 7.5 If we have agreed in the **contract details** that a percentage of your electricity will be allocated (provided) from **RSE** or **CHP electricity**, we may allocate that percentage of your electricity from any **CCL-exempt sources** or from **non-CCL-exempt sources**. If we allocate all or part from **non-CCL-exempt sources**, we will charge you the **non-CCL-exempt rate** for that part of your electricity. If we do this, the total amount you will pay will not be more than the amount you would have paid if we had allocated that part of your electricity from **CCL-exempt sources**.
- 7.6 If you pay **CCL** on your electricity, we may allocate **RSE** or **CHP electricity** to all or part of the electricity we supply to you. If we do this, as well as the **charges**, you will pay us an extra amount which will not be more than the amount of **CCL** that would have been due if that part of your electricity had been allocated from sources on which **CCL** would have been due.
- 7.7 If we supply any part of your electricity from **RSE** or **CHP electricity**, in each averaging period, the amount of electricity we supply from **RSE** or **CHP electricity** (as appropriate) will not be more than the difference between:
- (a) the total amount of **RSE** or **CHP electricity** that we buy or generate during that period; and
 - (b) the part of the total amount which we have allocated other than to exempt **RSE** or **CHP electricity supplies** that we make in that period.
- 7.8 Unless we agree otherwise with you in writing, the volume of **RSE** or **CHP electricity** we supply you will be shown in your **contract details** and we will invoice you in line with this.

8.0 Gas supply

Clause 8 applies if the contract is for supplying gas.

- 8.1 We only have to supply a volume of gas that is equal to the yearly amount of gas that the **transporter** has registered the **site** as using. If we have agreed a **fixed price arrangement** for a **site** with you, we only have to supply that volume at the **fixed price arrangement** we have agreed with you. If you need more gas, you must tell us. We cannot guarantee that we can supply you with more gas. If we can supply more gas, we may not be able to supply it at the **fixed price arrangement** we may have agreed with you. In these circumstances we may charge a different **price** for the extra gas.
- 8.2 We are not responsible for supplying gas to you at a pressure greater than the pressure shown under Section 16(1) of the Gas Act 1986 (as amended). If you need a greater pressure, you must contact us but we cannot guarantee that we can give you gas at a greater pressure.

9.0 Moving out of or changing a site

- 9.1 If you are going to leave a **site** permanently, the following will apply:
- (a) you should give us at least 28 days' notice. This is called the **leaving notice**. Your **leaving notice** must tell us:
 - (i) the date you are leaving the **site**;
 - (ii) your new address and phone number; and
 - (iii) the name and contact details of the new owner or tenant or, if the **site** will be empty, the landlord.
 - (b) on the date you leave the **site**, you should take final meter readings for all your meters and tell us what they are.
 - (c) we may ask you to provide proof that there is a new tenant or owner at the **site** you are leaving.
- 9.2 If you do not keep to clause 9.1, this **contract** will continue to apply to that **site** and you will still be responsible for paying all **charges** for the supply at the **site** until:
- (a) you have delivered the information we need under clause 9.1, your **leaving notice** has ended and you have left the **site**; or
 - (b) another owner or occupier takes over the supply at the **site**.

- 9.3 If you leave, let or sublet a **site** and you owe us money, this **contract** will apply until you have paid what you owe us under this **contract**.

This clause does not apply to a **Deemed site**.

- 9.4 If you are leaving the **site** to move to a new address, we may agree with you that you can transfer a **fixed price arrangement** to cover your new address. If we agree to the transfer, the following will apply:
- (a) we will send you new **contract details** for the new address and this **contract** will apply to that new address as described in clause 1.2;
 - (b) your **fixed price arrangement** will start to apply to the new address from the date on which we take over the supply at the new address or, if we already supply the new address, on the date we agree to transfer your **fixed price arrangement** to the new address;
 - (c) your **fixed price arrangement** and **contract** details for the new address will apply until the **fixed price arrangement** ends or is renewed so it applies to the new **site** as set out in this **contract**.

At a glance:

If you are moving out of a **site**, you should give us 28 days' notice in writing. Please email your **leaving notice to businessrenewals@britishgas.co.uk** or write to:

The Retention Team
British Gas
Spinneyside Penman Way
Grove Park Leicester LE19 1SZ

10.0 Renewing or ending the price arrangement

- 10.1 Your **fixed pricing period** will either start on the date we agree the **contract** with you, if you are already on supply, or as set out in clause 1.6.

- 10.2 We will write to you no later than 60 days before the end of the **fixed pricing period**. Our letter will set out details of the **variable price plan** that will apply at the end of the **fixed pricing period** and any other **fixed price arrangements** we can offer you together with the new **contract details** for each option.

- 10.3 If you want to accept the **variable price plan**, you do not need to do anything. If you want to accept any of the other **fixed price arrangements** offered, you will need to follow the instructions set out in the offer we send you. In both cases, unless clause 10.4(b) applies, the **variable price plan** or the new **fixed price arrangement** will apply from the day after the previous **fixed pricing period** ends.

- 10.4 We can end this **contract** or a **fixed price arrangement** with you in the following circumstances:

- (a) we can end this **contract** with you for any **site** if:
 - (i) we suspend or stop the supply under clause 6.1 or if the **site** is disconnected;

- (ii) the **transporter** or the

network operator (or someone else on their behalf) isolates the **meter**, removes the fuse from the **meter**, or disconnects the **meter** at the **site**;

(iii) keeping to this **contract** means you or we would be breaking the law;

(iv) **Ofgem** tell us we have to end the **contract**; and

(v) for any reason and at any time we give you at least 30 days' notice that the **contract** will end (unless the **site** is covered by an active **fixed pricing period** in which case we will only be able to end this **contract** for that **site** in line with clause 10.4(b)).

If any of the above circumstances in 10.4(a) (i) to (v) apply, we will tell you and we will confirm the date on which the **contract** will end for that **site** (which might be immediately). Unless we say otherwise, the **contract** will end on the date that we give.

(b) we can end any **fixed price arrangement** we have with you if:

(i) you break any term of this **contract**;

(ii) clause 12.4(c) applies;

(iii) we give you written notice because you stop trading, your business is wound up, you or your business becomes insolvent or your business goes into administration or receivership or you or your business enters into an arrangement with people you owe money to (your creditors) or where we have a good reason to believe that there is a risk of any of the above happening.

If any of the above circumstances in clause 10.4(b) applies, we will tell you and we will confirm the date on which the **fixed price arrangement** will end (which might be immediately).

10.5 If you want to end your **fixed price arrangement** at the end of your current **fixed pricing period**, you may tell us by sending **termination notice** in line with clause 11.2.

Send your **termination notice** to:
The Retention Team
British Gas
Spinneyside, Penman Way
Grove Park, Leicester LE19 1SZ.
Or you can email us at:
businessrenewals@britishgas.co.uk

10.6 When you have given us **termination notice** under clause 10.5, we can negotiate new **contract details** for that **site** with you or you can choose a new supplier to take over your supply at the end of the **fixed pricing period**.

10.7 If having served notice, you have not changed supplier or agreed new **contract details** with us for any **site** by the end of the current **fixed pricing period**, we will move you on to the **variable price plan** as explained in clause 2.4(b) for any electricity or gas that you use after your **fixed pricing period** has ended. This may mean that you end up paying more than you need to.

Clause 10 does not apply to **Deemed contracts**.

At a glance:

Clause 10 explains what happens at the end of your **fixed pricing period**.

We will write to you at least 60 days before the end of your current **fixed pricing period**. We will set out details of the **variable price plan** that will apply at the end of your current **fixed pricing period** together with any other **fixed price arrangements** we can offer you.

You will move on to the **variable price plan** at the end of your current **fixed price arrangement** unless you accept a new **fixed price arrangement** or serve **termination notice** that you want to move to another supplier.

If you want to move to another supplier at the end of your current **fixed price arrangement**, you can serve **termination notice** in line with clause 11.2.

If your **site** is covered by a **price arrangement**, we can only end this **contract** under special circumstances (for example, if you break any terms of this **contract** or your business stops trading or this **contract** no longer applies to you). This **contract** will end automatically if **Ofgem** or the law says it must end.

11.0 Leaving our supply

- 11.1 You can end this **contract** for a **site** (unless that **site** is covered by an active **fixed pricing period**) by giving us **termination notice** at least 30 days before you want the **contract** to end. You will be free to move to another supplier 30 days after we receive your notice. You will have a further 30 days to complete the transfer. If you do not complete the transfer in the this time, your **termination notice** will end. If you still want to leave, you will need to give a new **termination notice**.
- 11.2 If you are covered by an active **fixed price arrangement** the following will apply:
- (a) you may tell us you want to end your **contract** at the end of your current **fixed pricing period** by serving us notice at any time up to 30 days before the end of your **fixed price arrangement**. You will then have 30 days from the end of your **fixed pricing period** to complete the transfer.
 - (b) you can still serve notice less than 30 days before the end of your **fixed pricing period**, but it is likely you will not be able to leave supply until after the **fixed pricing period** has ended. At the end of the notice period, you will have a further 30 days to complete the transfer. You will be charged based on the **variable price plan** as shown in clause 2.4(b) for the time between your **fixed pricing period** ending and leaving our supply.

In both cases, if you do not complete your transfer to another supplier within the 30-day window, your **termination notice** will end. If you still want to transfer your supply, you will need to give us a new **leaving notice**.

11.3 If we receive notice that you want to transfer to another supplier, we will object to the transfer if you have not served the **termination notice** needed in clause 11.1 or 11.2 above or:

- (a) you try to transfer your supply and the transfer would take effect either during an active **fixed pricing period** or before the end of the **termination notice** period you must give us for a **variable price plan**;
- (b) you owe us money and will have owed us that money for at least 28 days when the transfer is due to happen;
- (c) you try to change suppliers for electricity and the new supplier does not apply for all the related meter-point administration numbers or meter-point reference numbers which may apply;
- (d) you ask us to stop the transfer; or
- (e) you owe us money under any other agreement you have with us for supplying electricity or gas.

If we do object for any of these reasons and we ask you to, you must help us to object to the other supplier.

Clauses 11.3 (a), (b) and (e) do not apply to a **Deemed site**.

11.4 This **contract** will end automatically for any **supply point** it applies to if **Ofgem** tells another supplier to take over the supply at the **supply point**.

11.5 If we believe the meter reading you give us at the end of the **contract** is not accurate, we may change your final bill to include any gas or electricity (or both) used until the first **actual meter reading** we take at the **site** after the **contract** has ended. We or someone acting on our behalf may visit the **site** to check how much energy you have actually used.

11.6 If you have a **Deemed site**, you do not have to give us **termination notice** under clause 11.1 or 11.2 but you should still tell us if you want to end this **contract** and the new supplier must still register your **site** successfully.

11.7 If this **contract** ends for any reason, neither of us will lose any of the rights we have gained under it. However, if you have money (credit) left on your account after we have told you the final amount that you owe, you must tell us that you want us to repay that money and you must give us the information we ask for (for example a forwarding address or payee details) so that we can pay it to you. If you do not tell us or do not give us the information we ask for within 12 months of the date that we told you about the final amount we owe, we will not have to pay this money to you.

At a glance:

This clause tells you about the circumstances under which this **contract** can end.

If your **site** is not covered by a **fixed price arrangement**:

- (a) you can end this **contract** by giving us **termination notice**, paying us the amounts you owe and changing supplier; and
- (b) we can end this **contract** by giving you 30 days' notice or we can end it immediately if the supply or **meter** at the **site** is disconnected.

If your **site** is covered by a **fixed price arrangement**:

- (a) you can end this **contract** at the end of your **fixed pricing period** by serving **termination notice** in line with clause 11.2; and
- (b) we can only end this **contract** under special circumstances such as if you break any term of this **contract**, your business stops trading or this **contract** no longer applies to you.

In all cases, this **contract** will end automatically if **Ofgem** or the law says it must end.

12.0 Changes to this contract

- 12.1 We can change the terms and conditions of this **contract** (including **prices**, conditions, payment methods and other **charges**) at any time. We will tell you about these changes in writing before they take effect, which may include referring you to our website for details.
- 12.2 If there is any change to any law or regulation, decision or advice by a **regulatory authority** which applies to this **contract** which makes any part of it illegal, unenforceable or affects the **charges**, we may change the terms of this **contract** or the **charges** as we consider reasonably necessary to reflect those changes.
- 12.3 If your **site** is covered by an active **fixed pricing period**, we will only change your **prices** if:
 - (a) clause 8.1, 12.2 or 12.4 applies; or
 - (b) your **meter** or supply circumstances change so that the **prices** no longer apply (for example, you change your **meter**).
- 12.4 If we believe that we will have higher costs due to you failing to keep to your responsibilities under this **contract** or there is an increased risk to us due to a change in your circumstances, we may charge you different **prices** (even if we agreed a **fixed price arrangement** in your **contract** details) or ask you to pay in a certain way.

- (a) clause 12.4 may apply, for example, because:
- (i) your Direct Debit is cancelled or refused (if this happens, we may cancel any discount that we had applied because you had agreed to pay by Direct Debit);
 - (ii) you do not pay us on time;
 - (iii) we believe that your credit rating has changed; or
 - (iv) the information you have given us is incorrect (for example, if you have fewer or more **sites** than we expected or your credit information was incorrect).
- (b) if clause 12.4 applies, the changes we may make include, for example:
- (i) increasing your **prices**;
 - (ii) making you pay by Direct Debit (instead of cash or cheque);
 - (iii) asking you to give us a security deposit, guarantee or other form of security (see clause 4);
 - (iv) changing the time that you have to pay us. The amount of time we give you to pay may change depending on your payment history with us or how good we think your credit standing is.
- (c) if clause 12.4 applies to you, we will tell you in writing what the new **prices** are and when they will start to apply to you. If we need to change the way you pay us, we will tell you. You will have to pay these different **prices** or pay in the way we ask straightaway after we tell you. If you tell us that you do not agree to pay the different **prices** or do not pay in the way we ask, we can end any **fixed price arrangement** that we have agreed with you.

In these circumstances, the **fixed price arrangement** will end automatically on the day we tell you it has ended. If this happened, clause 2.4 will apply if the supply to the **site** is registered with us. If the supply to the **site** is not already registered with us, we may stop any registration processes to transfer your supply to that **site** to us. If this happens, this **contract** will end immediately for that **site** and the **site** will stay with its previous supplier.

At a glance:

If this **contract** is for supply to a **site** which is not covered by a **fixed price arrangement**, we can change the terms and conditions at any time by giving you 30 days' notice.

If this **contract** is for supply to a **site** covered by a **fixed price arrangement**, we can change the terms and conditions, but your **prices** will only be changed in special circumstances. For example, this may be if the law says we have to, or if you give us incorrect information, or if your Direct Debit fails.

13.0 Our responsibility for loss or damage

13.1 We are legally responsible if:

- (a) we or our agents kill or injure somebody (or cause somebody to be injured or killed) because we or they have been negligent; or
- (b) we have acted fraudulently.

13.2 In all other cases, our legal responsibilities will be as follows:

- (a) we will not be legally responsible if you suffer any loss of actual or expected profit, income, business contracts, production, goodwill or other financial loss, any indirect loss or damage, or any loss or damage if you have special circumstances;
- (b) if the **transporter** or **network operator** is responsible for any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from them on your behalf;
- (c) we will not pay you more than £100,000 in total for any claims you have against us while we are or were your supplier;
- (d) we will not be legally responsible for any loss which is caused by you not keeping to your responsibilities under the **contract**.

13.3 Each clause in clause 13 applies separately. If a court or another authority tells us we cannot enforce a certain clause, the other clauses will still apply.

14.0 Using personal information

We are committed to protecting your privacy rights. Except for clause 14.8, this clause applies to personal information we hold about individual people, people registered as sole traders, and partnerships. It does not apply to information we hold about companies and other organisations.

14.1 We or our agents may use your information to do the following:

- (a) provide you with the services you have asked for (which may include loyalty and incentive schemes we may run);
- (b) offer you accounts, services and products from us and our partners. To help us make these offers, we may use an automatic scoring system, which also uses information about you from other credit-reference agencies as well as other companies;
- (c) help run, and contact you about improving the way we run, any accounts, services and products we have provided before, now or in the future;
- (d) create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities (including using information about what you buy from us and how you pay for it. For example, the amount of gas or electricity you use and any discounts we have offered you);

- (e) help to prevent and detect debt, fraud or loss;
 - (f) help maintain your, and the members of your family or household's, health, safety and security;
 - (g) help train our staff;
 - (h) contact you in any way (including by post, email, phone, text, multimedia message, other forms of electronic communications, such as **smart meters**, or by visiting you) about products and services we and our carefully selected partners are offering;
 - (i) if you are a **Green Deal bill payer**; we may use your information as described in this clause. Clause 15 provides more details.
- 14.2 When we contact you, we may use any information we hold about you to do so. We may contact you by email, phone, text message, other forms of electronic communications (such as using **smart meters**) or by visiting you. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information (your recorded marketing preferences). You can ask us not to send you any information on our offers at any time by contacting us on **0800 652 4040** or by emailing **customerservices@britishgasbusiness.co.uk** and giving us your account details.
- 14.3 We may allow other people and organisations (including any other Centrica Group companies such as those using the British Gas, Scottish Gas and Dyno brands) to use information we hold about you:
- (a) to provide services you have asked for, which may include providing information to members of your family or household, anyone acting on your behalf or other people who may be interested (such as landlords or letting agents);
 - (b) as part of the process of selling one or more of our businesses;
 - (c) to help to prevent and detect debt, fraud or loss (for example, by giving this information to a credit-reference agency), which is described in more detail below;
 - (d) if you have not paid a debt and we transfer your debt to another organisation;
 - (e) if we have been asked (for example by **Ofgem** or a lawyer) to provide information about you for legal or regulatory purposes;
 - (f) as part of current or future legal action;
 - (g) as part of government data sharing initiatives, (for example, those designed to help stop fuel poverty where people cannot afford to pay for heating and electricity);
 - (h) to help manage any loyalty or reward schemes; or

- (i) if you hold an insurance policy with us or any of our **affiliated** companies, to pass information to an insurer to manage your insurance policy (including underwriting and claims, to help develop new services, dealing with insurers and to assess financial and insurance risk). Other people and organisations that we share your information with may be based overseas, outside the European Economic Area (EEA), and as a result your information may be transferred to countries that do not have the same standards of protection for personal information as the UK. However, how we collect, store and use your personal data will continue to be governed by this privacy statement.
- 14.4 We may also monitor and record any communication we have with you, including phone conversations and emails, to make sure we are providing a good service and to make sure we are meeting our legal and regulatory responsibilities.
- 14.5 If we suspect someone has committed fraud or stolen energy by tampering with the **meter** or diverting the energy supply, we will record these details on your account and may share this information with **Ofgem** and other people who are interested (such as other energy suppliers, landlords and housing associations). We may use this information to make decisions about you, your character, how likely we think you are able to pay for your gas or electricity (or both) and future energy services. This may include recording sensitive personal information such as criminal offences you have been accused of. Also, if the gas or electricity supply to your **site** has previously been tampered with, or if gas or electricity has been stolen, or we suspect it has been stolen, we may take this into account when we decide what products or services we can offer you and the terms and conditions we give you.
- 14.6 You agree that we can ask your previous supplier for information that will allow us to take over your supply, such as information about meter readings and equipment or **charges** you owe your previous supplier. You agree that we can provide information we hold about you (such as information about meter readings, equipment or money you owe us) to your new supplier so that they can begin supplying you.
- 14.7 If we believe that you, or anybody using or visiting a **site**, need extra care (for example, because of your or their age, health, disability or financial circumstances), we may record this in the information we hold about you or them. We will use this information so that we do not stop your supply. We may share your information with:
- (a) social services, charities and other support organisations if we believe at any time that you cannot look after yourself or other people using or visiting the **site** by making sure there is an energy supply to the **site**;

- (b) other energy suppliers if we believe you are thinking of changing supplier (we assess which customers need extra care and record and share this information in line with the Energy UK 'safety net procedures'); and
- (c) the relevant **transporter**, metering agents or **network operator**.

14.8 **This clause applies to individuals, sole traders and partnerships and to the directors of corporate organisations as well as limited companies and other corporate organisations.**

We will check your details with one or more credit reference and fraud prevention agencies to help us decide whether there is a risk that you may not pay your bills, to help us make decisions about the goods and services we can offer you and to help us manage your account. Below, we have given a brief guide to how we and the credit reference and fraud prevention agencies will use your information.

- (a) we will ask credit reference and fraud prevention agencies for information about you, your business, any people you are applying with and directors of your business (if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this). If you provide false or incorrect information and we suspect fraud, we will pass your details to credit reference and fraud prevention agencies. Law enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.
- (b) we and other organisations may also access and use the information credit reference and fraud prevention agencies give us to, for example:
 - (i) check details on applications you make for credit and credit related services;
 - (ii) check your identity;
 - (iii) prevent and detect fraud and money laundering;
 - (iv) manage credit and credit related accounts or services;
 - (v) recover debt;
 - (vi) check details on proposals and claims for all types of insurance; and
 - (vii) check details of employees and people applying for jobs with us.

- (c) when we ask credit reference agencies to carry out a search for us, they will record this on your credit file whether your application for a **contract** with us is successful or not.
- (d) we will send information on your account to credit reference agencies and they will record it. If you have an account with us, we will give details of it and how you manage it to credit reference agencies. If you have an account and do not repay money you owe in full or on time, credit reference agencies will record this debt. They may give this information to other organisations and fraud prevention agencies to carry out similar checks, find out where you are and deal with any money you owe. The credit reference agencies keep records for six years after your account has been closed, you have paid the debt or action has been taken against you to recover the debt.
- (e) we and other organisations may access and use, from other countries, information recorded by fraud prevention agencies.
- (f) if you are a director of a company, we will contact credit reference agencies to confirm that the residential address you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- (g) if you want to see what information credit reference agencies hold about you, you can contact the following credit reference agencies providing services in the UK. They may not all hold the same information, so it is worth contacting them all. They will charge you a small fee.

Call Credit

Consumer Services Team
One Park Lane
Leeds LS3 1EP
Phone: 0870 060 1414
Website: callcredit.co.uk

Equifax plc

Credit File Advice Centre
PO Box 1140
Bradford BD1 5US
Phone: 0870 010 0583
Website: myequifax.co.uk

Experian

Consumer Help Service
PO Box 8000
Nottingham NG8 7WF
Phone: 0844 481 8000
Website: experian.co.uk

Dunn and Bradstreet UK

Marlow International
Parkway
Marlow SL7 1AJ
Phone: 0870 243 2344
Website: dnb.co.uk

- 14.9 If you give us information on behalf of someone else, you confirm you have given them the information set out in this **contract**, and that they have given permission for us to use their personal information in the way we have described in clauses 14.1 to 14.2. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this **contract**.
- 14.10 You are entitled to have a copy of the information we hold about you, and to have any inaccurate information corrected. We may charge you a small fee for providing a copy of any information we hold about you.

For more information about this, please contact our Privacy Unit at:

Lakeside West
30 The Causeway
Staines TW18 3BY.

Or, you can e-mail:
**CentricaDataProtection@
Centrica.com**

At a glance:

Clause 14 tells you how we will use the information that you give us and gives you the contact details you will need if you want to find out more.

15.0 Extra conditions if you are a Green Deal bill payer

- 15.1 If you or your landlord or owner of the **site** (if you are a tenant) enter into a **Green Deal plan** for a **site**, or a previous owner or occupier entered into a **Green Deal plan** for the **site**, the following terms will apply:
- (a) you agree to pay us for the **Green Deal charges**. We will collect your payments for **Green Deal charges** on behalf of your **Green Deal provider** and we will send these payments to them.
 - (b) you must pay the **Green Deal charges** to us for the time that we supply you with electricity at the **site** (whether or not you have entered into a **contract** with us). If you were a **Green Deal bill payer** before we started to supply electricity at the **site**, we will collect **Green Deal charges** from you only from the time we begin to supply the **site**.
 - (c) if the **contract** (whether this is under a **fixed price arrangement**, a **variable price plan** or **Deemed contract**) is brought to an end, you are still legally responsible for:
 - (i) **Green Deal charges** which were due during the period which starts with the date that the **contract** was entered into and ends with the date on which the **contract** ends; and
 - (ii) **Green Deal charges**, where you are still responsible for **charges** for the electricity supply at the **site**.
 - (d) if you do not pay the **Green Deal charges**, we will have the same rights under these terms and conditions that we would have if you owed us any other money under these terms and conditions. This includes the right to take legal action to recover the **Green Deal charges**. This clause will apply even if:
 - (i) you stop trading;
 - (ii) your business is wound up;
 - (iii) you or your business becomes insolvent or your business goes into administration or receivership or your business enters into an arrangement with people you owe money to (your creditors); or
 - (iv) we have a good reason to believe that there is a risk of any of the above happening.
 - (e) if you owe any outstanding charges (including **Green Deal charges**), and we receive a part payment (whether direct from you or from a third party, such as a debt collector), we will use that part payment proportionately to pay off the charges and the **Green Deal charges**.

- (f) we may collect information about you (for example, your contact details, your date of birth, information about the energy supply at the **site** and your payments). We may also collect this information from others involved in your **Green Deal plan** (for example, your **Green Deal provider**). We will use the information to manage your **Green Deal plan**. For example we will use the information to identify you to others involved in your **Green Deal plan**, to bill you or allow us to work out the amount we should pay a **Green Deal provider** on your behalf or to review or analyse your **Green Deal plan**.
- (g) we may give information we hold about you to others involved in your **Green Deal plan** or to other people such as the Secretary of State. These people may use 'data processors' who will receive information for them.

16.0 Other information

- 16.1 You may not transfer any of your rights or responsibilities under this **contract** to another person without getting our written permission first.
- 16.2 We can transfer all or any part of this **contract** to another supplier.
- 16.3 Any notice we give you or you give us must be in writing.
You should send it to
The Retention Team
British Gas
Penman Way
Grove Park
Leicester
LE19 1SZ.
- The following also apply:
- (a) you and we will consider notices delivered by hand to have been received when they are delivered.
- (b) you and we will consider notices delivered by courier or guaranteed or special delivery to have been received on the date when they are recorded as having been delivered and signed for.
- (c) if you and we send letters by post, you and we assume the letters have arrived on the second day after they were posted.

- (d) you and we will consider notices that we send you by email or fax to have been received on the day they were sent unless you tell us that you cannot accept notices by email or fax. You and we will consider notices that you send us by email (you should email them to customerservices@britishgasbusiness.co.uk) to have been received on the day they were sent unless we tell you that we cannot accept notices by email. We are not able to accept receipt of notices by fax unless we specifically agree this with you.
 - (e) even if your name is not correct on a notice we send you, we will still assume you have received it, unless you have told us about our mistake in the past and we have still not updated our records in a reasonable time.
 - (f) if there is any disagreement about a notice, it is important that you can prove that you have sent it. Any notice should contain enough information to allow us to identify your account (for example, your **site** address).
- 16.4 Before you allow anyone else who is not an employee to act for you in relation to this **contract**, you must tell us in writing that they have an authority to act on your behalf. If you haven't told us about this other person, we may not act on their instructions until you have confirmed that they are allowed to act for you.
- 16.5 The laws of England and Wales or Scotland apply to this **contract**, depending on whether the **site** is in England and Wales or Scotland.

- 16.6 If, at any time, we do not enforce any part of this **contract**, this will not stop us from doing so in the future.
- 16.7 If a court thinks a part of this **contract** is not valid, the rest of the **contract** will not be affected.
- 16.8 This **contract** is the full and only **contract** between us for supplying gas or electricity (or both) to you. This **contract** replaces and cancels any previous drafts, agreements, actions, statements, warranties and arrangements of any kind, whether in writing or not. Neither you nor we will have any right to take action against the other because of any draft, agreement, action, statement, warranty or promise given by either of us or any other person, whether in writing or not, that is not set out in these terms and conditions.
- 16.9 We will not accept violence, physical aggression or spoken or written abuse towards our staff and may take legal action or refer this action to the police.

17.0 Dealing with disputes

We occasionally make mistakes and when this happens, we want to deal with the problem straight away.

For more information on our **process for handling complaints**, please visit our website at britishgas.co.uk/business/complaints or call us on **0800 294 0015**.

If you are a **micro-business** and we have not dealt with your complaint after eight weeks, or if we have sent you a letter

stating our final position, you may be able to take your case to the Ombudsman Services: Energy. The ombudsman offers a free, independent service where a customer and supplier cannot make a final agreement.

Phone: 0330 440 1624
Textphone: 0330 440 1620
Address: Ombudsman Services
Energy, PO Box 966
Warrington, WA4 9DF
Website: os-energy.org.uk

You can also get help from Citizens Advice. The Citizens Advice consumer service provides free, confidential and unbiased advice on consumer issues.

Visit adviceguide.org.uk or call the helpline on 0845 404 0506.

If you have any questions about your legal rights or are still not satisfied and want to take the matter further, we recommend that you get guidance from Citizens Advice or independent legal advice.

We are proud that our business-to-business terms and conditions have received Plain English Campaign's Crystal Mark. The Crystal Mark shows that a document is as easy to read and understand as possible, bearing in mind the intended audience.

18.0 Glossary

Meaning of words used in this **contract**.

In this **contract**, when the following words are shown in bold they have the meanings shown below.

actual meter reading – where

we or an appointed agent read the **meter** at your **site**, we receive an automated meter reading or where you give us an accurate reading from your **meter**.

affiliated – means any of our holding companies or subsidiary companies or any company which is a subsidiary company of the holding company. The words holding company and subsidiary are defined under Section 1159 of the Companies Act 1985.

below certain limits – where we do not supply you with more than 4397 KWh of gas a month or more than 1000 KWh of electricity a month at the **site**.

CCL (climate change levy) – the tax (charged in the UK) on the commercial and industrial use of gas or electricity (or both) set out in Schedule 6 of the Finance Act 2000, and any similar tax.

CCL - exempt sources – we allocate your electricity from **RSE** or **CHP electricity** under the **contract**.

charges – the amounts you must pay us under this **contract**, including **prices** and any other amounts.

CHP electricity – combined heat and power electricity that is exempt from **CCL** under Schedule 6 of the Finance Act 2000.

contract – this supply **contract** between you and us.

contract details – a document that we give you (as well as this **contract**) which gives specific details about the **contract** (for example your **site** or **sites** and your personal details, **prices** and the period for which those **prices** apply).

Deemed contract – the supply **contract** between us that is subject to **Deemed prices**.

Deemed prices – **prices** we charge you for use of gas or electricity (or both) at a **Deemed site** as described in clause 2.3.

Deemed site – any **site** which we supply with gas or electricity in any of the circumstances described in clause 1.3.

fixed price arrangement – the **prices** we have agreed with you in relation to supplying gas or electricity to your **sites** for the **fixed pricing period** set out in your **contract details**.

fixed pricing period – the period of time for which we have agreed that a **fixed price arrangement** will apply as set out in your **contract details** and as we agree between us from time to time under clause 10.

Green Deal – a government scheme for customers to pay for certain energy-efficiency improvements to a **site** through their electricity bills.

Green Deal bill payer – the person or organisation responsible for paying the **price** we charge for the supply of electricity to the **site** where there is a **Green Deal plan**.

Green Deal charges – any amounts that we must include in your electricity bill under a **Green Deal plan** for the **site**.

Green Deal plan – an agreement between you or your landlord (or the former owner or occupier of a **site**) and a **Green Deal provider** to make energy-efficiency improvements to a **site**.

Green Deal provider – any organisation that is authorised by the Government to offer a **Green Deal plan** and which you or your landlord (or a former owner or occupier of the **site**) have entered into a **Green Deal plan** with.

industry agreements – all agreements, licences, authorisations and codes or procedures relating to supplying gas or electricity to the **site**.

leaving notice – the notice you must give us if you are moving out of a **site** (see clause 9.1).

licence – the licences that **Ofgem** give us to supply gas and electricity.

meter – the meters and equipment for measuring and providing information on the gas and electricity you use including **smart meters**.

micro-business – you will be classed as a **micro-business** if:

- (a) you have asked us to supply you with electricity and you do not use more than 55,000 kWh of electricity a year; or
- (b) you have asked us to supply you with gas and you do not use more than 200,000 kWh of gas a year; or
- (c) you have fewer than 10 employees (or their full-time equivalent) and your yearly turnover or yearly balance sheet is not more than €2 million; or
- (d) we notify you we are treating you as a **micro-business**.

This will change for new customers from 31 March 2014, so after this date you will be classified as a **micro-business** if:

- (a) you have asked us to supply you with electricity and you do not use more than 100,000 kWh of electricity a year; or
- (b) you have asked us to supply you with gas and you do not use more than 293,000 kWh of gas a year; or
- (c) you have fewer than 10 employees (or their full-time equivalent) and your yearly turnover or yearly balance sheet is not more than €2 million; or
- (d) we notify you we are treating you as a **micro-business**.

For existing fixed-price customers, the new definition will apply from the end of their current **fixed pricing period** if this is on or after 31 March 2014. For all other customers this will automatically apply from 31 March 2014.

network operator – the company licensed to run the electricity distribution network for your area.

Non-CCL-exempt sources – we allocate your electricity from sources other than **RSE** or **CHP electricity** under the **contract**.

Non-CCL-exempt rate – the rate that applies to the electricity when we allocate it from **non-CCL-exempt sources** under the **contract**.

Ofgem – the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain, or any regulatory organisation which replaces it.

price or prices – the **prices** we will charge you for supplying gas or electricity (or both) to your **sites** as set out in your **contract** details or as decided under clauses 2.3 or 2.4.

process for handling complaints – our methods and procedure for handling any complaints as set out clause 17.

regulatory authority – any government departments, regulatory, statutory and

other organisations that can regulate this **contract**.

RSE (renewable source electricity) – electricity generated from renewable sources exempt from **CCL** under Schedule 6 of the Finance Act 2000.

site or sites – any property or properties we supply with gas or electricity (or both).

smart meter – a **meter** which, as well as measuring energy, can also carry out other roles, for example, two way communication allowing us to read the **meter** remotely and gather information related to the supply of gas or electricity (or both).

standing charge – the daily charge that you must pay us to keep the **site** connected to the gas or electricity supply, however much gas or electricity you use.

supply period – the entire period that we supply gas or electricity (or both) to you under this **contract**.

supply point – the points (whether installed by us or another supplier) at which the meters at your **sites** are supplied with gas or electricity (or both).

transporter – the company licensed to deliver gas through the pipes to the **site**.

termination notice - the notice you must give us if you are covered by a **fixed price arrangement** or **variable price plan** and want to leave our supply.

variable price plan – the **prices** we have agreed with you in relation to supplying gas or electricity to your **sites** which we can change if we give you 30 days' notice.

VAT – value added tax as described in the Value Added Tax Act 1994.

Interpretation of words and phrases used in this **contract**

Where we talk about domestic purposes and non-domestic purposes, those phrases will have the meaning as given to them by **Ofgem**. Any reference to a statute or to any condition or legislation under this statute also includes any amendments to it.

Where we use 'include', 'including', 'in particular' 'for example' or any similar expression in this **contract**, it is to give you an idea only and does not mean we are mentioning everything that may apply.

At a glance:

This section highlights your main responsibilities under this agreement. You are responsible for reading the terms and conditions in full.

You are responsible for:

- confirming that you will keep to clause 1.7;
- telling us when you become, or stop being, a **micro-business**;
- telling us when you leave the **site**;
- paying the **prices** that you owe us;
- giving us the correct information about **VAT** and **CCL**;
- telling us if you have not received your bill for while, your bill is unusually high or low, or if there is any change in your circumstances that may lead to changes in your energy use;
- arranging a security deposit if we need one from you;
- co-operating with us for any **meter** arrangements we need to make for your **site** and providing us with meter readings; and
- telling us if you generate your own electricity.



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**British Gas is a trading name of
British Gas Trading Limited**

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