



Large and Corporate
Terms and Conditions
for Gas or Electricity Supply

0508/05/14



British Gas
Looking after your world

Large and Corporate Terms and Conditions for Gas or Electricity Supply

TC 08/10

This **contract** is between us, British Gas Trading Limited (trading as British Gas) and you, our customer. These terms and conditions are for supplying you with gas or electricity (or both) where you are using gas or electricity mainly for your business and, where applicable, additional products or services. In the event of inconsistency, these terms and conditions take priority over any other contract document between us including your **contract details**, unless we have agreed otherwise in writing with you. The terms and conditions of this **contract** apply to **fixed-term sites, fixed-price sites, the variable price product and deemed sites**, unless we say otherwise.

Meanings 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**.

aggregated nominated consumption – as shown in your **contract details**.

averaging period – has the meaning set out in Schedule 6 of the Finance Act 2000.

charges – the amounts you must pay us under this **contract**.

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

CCL (climate change levy) – the tax (charged in the UK) on the commercial and industrial use of energy as set out in Schedule 6 of the Finance Act 2000.

contract – this supply contract between you and us, which will apply even where we have not agreed a supply contract or **contract details** (as described in clause 1).

contract details – a document that we give you as well as this **contract** which gives details about your **site** or **sites** and your personal details, price and term (if any) and contract type, which may incorporate an annex. Where we have agreed **contract details** a reference to **contract** also includes **contract details**.

contract pack – a pack of documents setting out the principle terms of your energy supply agreement with us.

contract year – means the lesser of a 12 month period or the fixed-term.

deemed rates – prices we charge you in the circumstances described in clause 1.5. The current **deemed rates** can be found on our website www.britishtgas.co.uk/business/deemed

deemed site – the **site** or **sites** this **contract** applies to in the circumstances set out in clause 1.5.

directed utility – a directed utility as described in paragraph 151(1) of Schedule 6 of the Finance Act 2000.

electronic signature – signature compliant with the Electronic Signatures Regulations 2002.

fixed-price contract – a **contract** where you pay a fixed price for your gas or electricity for a fixed period of time.

fixed-term contract – a **contract** for which we have agreed a fixed term, including any flexible purchase product, and any **fixed-term contract** for which the term has been renewed or extended.

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

interruptible contract – where the **transporter** or we can stop or reduce the supply of gas to your **supply point** as agreed in the **contract details**.

leaving notice – the notice you must give us if you are moving out of a **site** (see clause 12).

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

maximum consumption – as shown in your **contract details**.

micro-business – you will be classed as **micro-business** if your annual consumption of electricity is no more than 55,000 kWh; or your annual consumption of gas is no more than 200,000 kWh; or you have fewer than 10 employees (or their full time equivalent) and an annual turnover or annual balance sheet total of less than €2 million; or we give you notice 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 classed as a **micro-business** if your annual consumption of electricity is no more than 100,000 kWh; or your annual consumption of gas is no more than 293,000 kWh; or you have fewer than 10 employees (or their full time equivalent) and an annual turnover or annual balance sheet total of less than €2 million; or we give you notice we are treating you as a **micro-business**.

For existing customer on **fixed-term** and **fixed-price contracts**, the new definition will apply from the end of the current **fixed-term** or **fixed-price contract** if this is on or after 31 March 2014. For all other customers this will automatically apply from 31 March 2014.

minimum consumption – as shown in your **contract details**.

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

Ofgem – the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain, or any subsequent regulatory bodies.

priority classification – has the meaning given in clause 8.9.

regulatory authority – any Government departments, regulatory, statutory and other bodies that can regulate this **contract**.

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

site – a property we supply gas or electricity (or both) to under this **contract** as may be listed in the annex to your **contract details**.

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

supply point – the point(s) at which the **meter(s)** at your **site(s)** are supplied with gas and/or electricity.

termination fee – what we will charge you if a **site** leaves our supply before the end of the applicable **contract**.

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

variable price product – variable charges that apply to a site where a **fixed-price** or **fixed-term contract** has ended but you have not left our supply.

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

1 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 we supply.

1.2 You are legally bound to be supplied with gas or electricity (or both) by us on the terms of this **contract** from the date you ask us to. We are only bound to supply you when we have accepted your **contract** as set out in clause 1.3(a) below.

1.3 If your credit standing is acceptable to us, your **contract** will start with us:

- when you and we agree (either by email, or when you sign the **contract**, including by an **electronic signature**) that we will supply you; or
- from the dates as set out in clause 1.5 below, if you have not agreed a **contract** with us.

If your credit standing is unacceptable to us we may refuse to enter into a **fixed-term** or **fixed-price contract** with you, in which case clause 1.5 will apply.

1.4 You and we will agree **contract details** for each **site** that we supply. If we do not agree **contract details** for any additional **sites** you ask us to supply clause 1.5 will apply.

1.5 If you have not agreed **contract details** with us for a **site** that **site** will be a **deemed site**. This **contract** will apply to such **site** from the date that:

- you move into and take responsibility for that **site**;
- your tenants move out of the **site**; or
- a **contract** is treated as existing between us for any other reason.

See clause 20 for more information about **deemed contracts**.

1.6 If we do not already supply a **site** for which we have agreed **contract details** with you, we will aim to start to supply you within 21 days of the day after we agreed **contract details**. We will tell you the precise date when we know it. It may take longer than 21 days for us to start supplying you. This could be because you ask for the transfer to take place at a later date or we have difficulties taking over the supply from your previous supplier. For example, this can apply in the following circumstances:

- your old supplier prevents us from transferring the supply;

- b) we do not have all the information we need from you to take over the supply and:
- 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
 - we cannot easily get that information from any other source;
- c) you are connected to a private gas or electricity network and:
- 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
 - 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.

If the circumstances described in clause 1.6(a), (b) (c), (d) or (f) happens we may charge you any additional costs or expenses we incur or increase the charges if these have changed as a result of the delay.

1.7 By agreeing to this **contract** or agreeing **contract details** for a **site**, you agree that:

- a) you own or use each **site** and that it is connected to mains gas or mains electricity (or both);
- b) before we supply you under this **contract**, you may have to pay any money you owe us;
- c) we are responsible for delivering the supply from outside a **site** to the **meter(s)** (you are responsible for the gas or electricity (or both) from the **meter(s)** into your **site**);
- d) if you are a partnership, we may claim any money you owe us under this **contract** from you, your partners or all of you;
- e) the gas or electricity at any **site** is not used wholly or mainly for domestic purposes. If any of your consumption at a **site** is for domestic purposes, you must tell us, as we may need to have a separate **contract** with you for domestic supply. If your circumstances change and you begin to consume gas or electricity for domestic purposes, you must tell us immediately. Where we talk about domestic purposes and non-domestic purposes, the phrases will have the meaning as given to them by **Ofgem**;
- f) your previous supplier has no reason to object to your transfer of supply to us, and you agree to pay any **charges** you owe your previous supplier that are transferred to us, together with any of our and your prior supplier's administration **charges**;
- g) you won't take an alternative supply of gas and/or electricity (as applicable) from any other supplier at any **supply point** at any **site** covered by this **contract**; and
- h) you will take any minimum quantity of gas and/or electricity agreed in the **contract details**.

Clauses 1.7 (b), (d), (g) and (h) do not apply to deemed sites.

1.8 You agree to tell us immediately if, at any time during this **contract**, you either become or stop being a **micro-business**. We will not change your **contract**, vary the price you pay for your electricity or gas, or end this **contract** as a result of you being, becoming or no longer being a **micro-business**. However, we may still:

- a) pass on any **charges** we may incur due to your failure to keep to this **contract** or due to any other change to your circumstances;
- b) end this **contract** if any of the circumstances described in clause 1.3 apply to you.

2 Charges

- 2.1 You agree to pay us for supplying gas or electricity (or both) and for other **charges** which apply under this **contract**.
- 2.2 Our prices for supply for each **site** are set out in the **contract details** for that **site**.
- 2.3 We will charge you our **deemed rates** for the electricity or gas (or both) you use at each **deemed site**, until we agree to new **contract details** for that **site** or you transfer to a different supplier.
- 2.4 We will charge you our **variable price product** rates for the electricity or gas (or both) at a **site** where a **fixed-term** or **fixed-**

price contract has ended, until a new supplier takes over the **site** or we agree to new **contract details** for that **site**.

- 2.5 If you change your payment method, or any information you have provided turns out to be incorrect, we reserve the right to immediately change the prices to reflect any change in cost or risks to us. We may carry out checks on the accuracy of the information we hold and conduct periodic **contract audits**.
- 2.6 If there is an adverse change in your credit standing or capacity to pay, or any information you have provided in relation to your credit standing turns out to be incorrect we may ask you to pay in a different way and/or change your prices to reflect any additional costs or risks to us. If you do not pay in the way we ask, we have the right to end this **contract** and it will end on the day we tell you.
- 2.7 We may also charge you for extra items and services that are not set out in your **contract details**. These may include:
 - a) our reasonable costs that we have when we try to get back money you owe to us, including administration and third party costs (when you do not have a genuine reason to disagree that you owe us money) and/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** and any other **charges** which we may incur under any **industry agreements** (to the extent that these are not included in our supply prices) which include, but are not limited to: capacity charges, DUOS, reactive, triad, transportation & distribution losses;
 - d) a **charge** for **meters** or metering equipment (smart meter services may be covered by a separate agreement);
 - e) our reasonable costs if you break any of the terms and conditions of this **contract**, (including administration costs and costs that we have to pay for coming to your **site(s)**);
 - f) our reasonable costs if you fail to keep an agreed appointment with us or our agents at a **site**;
 - g) our reasonable costs if you interfere with your gas or electricity **meter** or steal gas or electricity;
 - h) our reasonable costs if you prevent us or our agents from reading or working on your **meter**;
 - i) 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;
 - j) reading your **meter** when you ask us, if this is more often than we must read it by law;
 - k) our reasonable costs for making and sending copies of any documents we have already given you; and
 - l) our reasonable costs to reflect any change in law or **industry agreements**. This could include the introduction of new costs or changes in the amounts already included in your **fixed-price contract**.

2.8 If you owed us any money before the date this **contract** started (for any of your **sites** we supply, including for a **deemed site**) this means you will also owe it to us under this **contract**. We have the right to use any money you send us to repay any money you owe us.

2.9 If your **meter** also supplies other addresses that you do not own or use, you will be responsible for paying us for all the gas or electricity (or both) that is used at the other addresses.

2.10 You will be responsible for paying for the gas or electricity (or both) that is used at your **sites** unless a tenant or occupier that we have authorised has taken over responsibility for the supply. You must tell us if a tenant or occupier moves into a **site** and send us details of the tenant and **meter** readings.

2.11 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.

2.12 Our prices and other **charges** are subject to UK tax or duty, including **VAT** and **CCL**.

- a) We will charge you **VAT** on supplies of gas and electricity to the **site**. This will be at the standard rate unless either of the following applies:
 - If you send us a filled-in, valid **VAT** certificate, or other document that you and we have agreed on, that shows you do not have to pay for gas and electricity at the standard rate of **VAT** at the **site** (for example, if you are a charity and you do not use the **site** for business purposes). 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 that reduced rate of **VAT** (as

shown by the percentage you declare on your **VAT** certificate or any other document that we agree to); or

- If the supply to your **site** is **below certain limits** (see below). If this is the case, we will automatically charge **VAT** at the reduced rate.
- b) **'Below certain limits'** means the gas or electricity we supply to you at the **site** where we do not supply you with more than 4,397 kWh of gas a month or more than 1,000 kWh of electricity a month.
- c) You will be charged **CCL** on the gas or electricity you use, unless:
 - **CCL** does not apply (because the reduced rate of **VAT** (see clause 2.12.a and 2.12.b) applies to the supply at the **site**);
 - you or your supply qualify for an exemption or discount from the full **CCL** rate (in line with Schedule 6 of the Finance Act 2000); or
 - you are a **directed utility** and you have provided us with notification of your **directed utility** status from HM Revenue & Customs.

If you are eligible for an exemption or discount from the full rate of **CCL** (unless the exemption relates to the supply of **renewable source electricity** or **CHP electricity** as set out in your **contract details**), you must send us a filled-in 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 filled-in PP11 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.

- d) 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. (For example, if the information in your documents leads us to believe you are a charity when in fact you are a business.) If this happens, then you will have to pay the difference to us or HM Revenue & Customs if demanded.
- e) Where you have sent us a **VAT** certificate or PP11 form, it is your responsibility to tell us if the purpose you use gas or electricity for (for example, as a business or charity) at your **site** changes.

3 Payment

- 3.1 We will send you bills which may be based on actual or estimated **meter** readings.
- 3.2 You must pay the money you owe in full by the payment due date shown on the bill. The amount of time we give you to pay may change depending on your payment history with us or if there is an adverse change in your credit standing or your capacity to pay.
 - a) If you disagree with any amount we have charged you, you must tell us why at least 5 days before you are due to pay us.
 - b) Even if you disagree with the amount we have charged you, you must pay us either 75% of the full amount shown on the bill or the undisputed amount (whichever is the higher) by the date you are due to pay us.
 - c) Once you have told us that you disagree with the amount we have charged you, we will work with you to resolve the issue.
 - d) If we decide you have no valid reason to disagree with the bill and you owe us the rest of the money shown on the bill, you must pay it within 10 days, even if we raise a new bill which indicates a different payment due date, and we may charge you interest from the due date shown on the original bill you disputed. If we decide we have charged you too much and we owe you any money, we will put the money back onto your supply account as soon as is reasonably practicable.
 - e) If you still disagree with our decision, see clause 19 for further steps you can take.
 - f) You agree to pay your bill for amounts which you do not disagree with and for any bills we send you afterwards.
- 3.3 If you do not pay your bill by the payment due date shown on the bill or in the **contract details**, we may charge you interest and fixed-sum **charges** (which vary depending on how much you owe us) at the levels set out in the Late Payment of Commercial Debts (Interest) Act 1998. The interest rate as set by the Act is currently 8% above the Bank of England base rate.
- 3.4 You should include with your payments enough information to enable us to allocate payments (remittance advice), including

your account number or **site** details. Payments made without this information may be placed into a suspense account until we are able to allocate them.

- 3.5 We may use any security deposit you have paid to us to pay off what you owe under this contract. Notwithstanding clause 3.4, we may use any money you pay us or any money we owe you to pay off what you owe to British Gas under this or any other contract.
- 3.6 Notwithstanding clause 3.4, we may use your payments against what you owe us as we choose, and we may pay the oldest amounts you owe us first even if you specify what the payment relates to.
- 3.7 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 the bill. This clause will still apply after this **contract** ends and after we have sent a final bill to you.
- 3.8 If there is an adverse change to your credit standing or your capacity to pay, we may, at any time;
 - a) ask you to pay us a security deposit or an increased security deposit;
 - b) ask you to arrange for a guarantee in the format we request from your parent company or one or more directors, that they will be responsible for any amounts due under this contract; or
 - c) ask you for any other form of security.

If you do not pay us the security deposit or arrange the requested security by the day we have asked, we have the right to stop your supply or end your **fixed-term** or **fixed-price** contract. In the event we end your **fixed-term** or **fixed-price** contract we will notify you of the day it has ended and automatically move you to the **variable price** product for that **site**.

4 Meters and access

- 4.1 You agree that we may make any arrangements we need to, to provide a **meter** at each **site**. If we agree that you will provide the **meter**, you will pay us for any reasonable costs, losses or expenses that we incur as a result, and agree that we have no legal responsibility for this arrangement. If the arrangements you make do not provide us with an adequate level of service we may charge you our reasonable costs, losses or expenses to correct this.
 - a) We may ask you for a **meter** reading before we start supplying your gas or electricity.
 - b) We may estimate a reading for the date we start supplying you with gas or electricity or any subsequent date, based on how much gas or electricity was previously used at the **site**.
 - c) You agree to give us a **meter** reading at least once every year if we have informed you that we have been unable to obtain a valid actual read for that **meter**.
 - d) You may provide us with a **meter** reading taken at any time during the course of the **contract**.
 - e) We have the right to use a different **meter** reading from one you give us if we read the **meter** ourselves and get a different reading, or if the **meter** reading falls outside our reasonable estimation of your use. We will let you know if this happens.
 - f) If you disagree with the **meter** reading we have used (either actual or estimated), you must tell us at least 5 days before the payment due date of the bill that is based on such reading. If you do not tell us within this time, you will be deemed to agree with the **meter** reading.
 - g) We are not responsible for any defects in a **meter** or other fitting that we do not own or provide.
 - h) You must not damage or interfere with the **meter**. If you do, we will charge you our or our agents' reasonable costs to visit the **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** in order to steal gas or electricity and for our estimate of the stolen gas or electricity.
- 4.2 When we ask, you must let us, or our agents, the **transporter** or **network operator** visit each of your **sites** so we can inspect the **meter**. You must make sure it is safe for us to visit. You must let us visit 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 we need to arrange for your supply to be turned off because it is dangerous for any reason;
 - d) if there is an emergency;
 - e) if at any time there may be a change relating to or resulting from the supply (for example if we need to change the pipes connected to the meter);
 - 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.
- 4.3 If you or we think that the meter is not correctly recording the gas or electricity 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 and we will pay for it.
- 4.4 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 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. We will refund you any money if you have paid for more gas or electricity than you should have.

5 Minimum and maximum consumption

- 5.1 We only have to supply the amount of energy across your supply points that are between the **maximum consumption** and **minimum consumption**. We only have to supply the **aggregated nominated consumption** at the price agreed in the **contract details**.
- 5.2 If you believe that your actual consumption may not equal your **aggregated nominated consumption**, you must tell us and provide us with a revised forecast of your consumption for the remainder of the supply period. You must also provide us with any additional information requested by us relating to your anticipated requirements for energy.
- 5.3 If you need any volume in addition to the maximum consumption specified in your **contract details** ("extra volume"), you must contact us immediately. We cannot guarantee that we can supply you with extra volume.
- 5.4 If your **billed volume** (defined below) is less than the **minimum consumption** we may charge you, but you may not charge us for any costs and/or losses incurred by this shortfall. This may include the cost to us of selling back any volumes of energy purchased for you as calculated as follows:

$$(VOLmin - BV) \times (CP - MP)$$

- 5.5 If your **billed volume** exceeds the **maximum consumption** we may charge you, but you may not charge us for any costs and/or losses incurred by this excess (which are to be charged in addition to the cost of purchasing any additional volumes at the CP (defined below)). This may include the cost to us of purchasing any additional volumes of energy above the **maximum consumption** limit as calculated as follows:

$$(BV - VOLmax) \times (MP - CP)$$

Where

"VOLmin" is minimum consumption

"VOLmax" is maximum consumption

"BV" or **billed volume** is the consumption as shown in your bills for the period (this may be based on an estimated meter reading)

"CP" is commodity price used to calculate price shown on your **contract details**

"MP" is market commodity price for gas and/or electricity (as applicable) being:

- for gas: the average system average price as published on the APX UK Gas website for the period in question
- for electricity: the average half hourly prices as published on the APX UK Power website for the period in question

6 About your supply

- 6.1 If we or any legally authorised third party asks you to stop or limit the amount of gas or electricity you use at a site you must do everything you can to comply straight away. If the matter relates to a safety issue, you must not start using the gas or electricity again until you have been informed by us that the issue has been sorted. Your supply may be stopped or limited if:

- a) we believe somebody's safety or property may be in danger;
 - b) you do not pay your gas or electricity bills by the due date;
 - c) you break any of the terms of this **contract**;
 - d) **Ofgem**, the **transporter** or the **network operator** tell us to do so;
 - e) energy laws or **industry agreements** allow us to do so, and we deem it necessary;
 - f) circumstances that we have no control over prevent us from supplying you (although we will take reasonable steps to keep supplying you);
 - g) if we believe your meter is not set up adequately (including when you have provided your own meter or we have not been able to read it, or we believe the metering equipment is being interfered with);
 - h) we need to test emergency or safety procedures; or
 - i) your business is wound up, or goes into administration or receivership, if you or your business becomes insolvent or enter into an arrangement with people you owe money to (your creditors)
- 6.2 We are entitled to inspect and read your meter and stop your supply from outside a site.
- 6.3 We have the right to stop you transferring your supply to a new provider at any of your sites if:
- a) it is a **fixed-term** or **fixed-price contract** and you would still be in your fixed-term when you want to transfer your supply;
 - b) you have owed us money for at least 28 days before the transfer was 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;
 - d) you ask us to stop the transfer; or
 - e) you owe us money under any other agreement you have with British Gas for supplying gas or electricity.

Clauses 6.3(a), (b) and (e) do not apply to deemed sites.

7 Electricity supply

Clause 7 applies where the **contract** is for the supply of electricity.

- 7.1 You agree to tell us in writing about any on site generation and provide forecasts of any future production. We may pass through to you any additional costs that we may incur as a result.
- 7.2 If any **supply point** is non half hourly and your peak electricity consumption is more than is permitted under **industry agreements** you must arrange to have half hourly metering installed and (subject to clause 1.8) you will be responsible for any related **charges**. You will be liable for all **charges** incurred by us, should you fail to arrange such an installation.
- 7.3 We will take reasonable steps to make sure that the **network operator** does not change the voltage or frequency in your electricity supply, but we cannot guarantee that there will not be any changes.
- 7.4 If 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** as described below (where 'your supplier' means us). There is no similar agreement for gas.
- 7.5 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 at 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 5137
Website: www.connectionterms.co.uk
- 7.6 If we have agreed in the **contract details** that a proportion of your electricity will be allocated from **renewable source electricity** or **CHP electricity**:

- a) that proportion will be the part of your electricity that is not excluded or otherwise relieved from **CCL** under the applicable legislation; and
- b) we may allocate that proportion of your electricity from other exempt sources or from non-exempt sources. Where we allocate all or part from non-exempt sources you will pay the non-exempt rate for that part of your electricity.

If **CCL** is payable on your electricity, we may allocate **renewable source electricity** or **CHP electricity** to all or part of the electricity we supply to you. If we do this, in addition to 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. This will therefore have a cost neutral impact on you.

7.7 Where we allocate any part of your electricity from **renewable source electricity** or **CHP electricity**, in each **averaging period**, the amount of electricity we allocate from **renewable source electricity** or **CHP electricity** (as appropriate) will not exceed the difference between:

- a) the total amount of **renewable source electricity** or **CHP electricity** that we buy or generate during that period; and
- b) so much of that total amount as is allocated by us otherwise than to **renewable source electricity** or **CHP electricity** supplies that we make in that period.

7.8 Unless we agree otherwise with you in writing, the volume of **renewable-source electricity** or **CHP electricity** we supply you will be shown in your **contract details** and we will invoice you in line with this.

8 Gas supply

Clause 8 applies where the **contract** is for the supply of gas

- 8.1 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.
- 8.2 We will deliver the supply of gas to you at the gas **meter**. Any gas escapes that happen on your side of the **meter** are your responsibility.
- 8.3 At any **supply point** which uses more than 732,000 kWh or 25,000 therms of gas per year, you must stop using gas if told to by either the **transporter** or us, and you must not start using gas again until you have been told to do so by the **transporter** or us.
- 8.4 If clause 8.3 applies you must stop using gas at a **supply point** for the purposes of:
 - a) securing the safety of the gas pipeline system or the safe transportation of gas;
 - b) stopping or reducing danger to life or property; or
 - c) testing the procedures in place to stop the use of gas in the circumstances above.
- 8.5 If clause 8.3 applies you must provide us with three contacts (including their name or job title, telephone and fax number) who are contactable 24 hours a day (or one 24 hour generic contact) and who can act on an instruction from either the **transporter** or us to stop gas consumption immediately in the event of an emergency. If you need to change your emergency contacts or their details, you must give us at least 7 days notice.
- 8.6 If you do not follow clauses 8.3 to 8.5, we may
 - a) stop supply to your **supply points** and charge you for any cost incurred, or fees or **charges** imposed under **industry agreements**; and/or
 - b) notify the Health and Safety Executive of your failure to comply with the Gas Safety Management Regulations 1996, which could lead to a criminal prosecution.
- 8.7 You agree that you have not and will not enter into an arrangement with the **transporter** where the supply of gas to your **supply point** can be stopped or reduced (an "**interruptible contract**") without telling us first. We will need to agree additional terms with you in relation to such **site** once you have told us about it. If you do not tell us about an **interruptible contract** for any **site** or do not keep to the terms we agree with you in relation to such **site** then you will be responsible for all costs, losses or charges that we may incur or arise as a result.
- 8.8 You must tell us of your **priority classification** status at the start of your **contract**, and if there is any change to your **priority classification** status at any time. **Priority classifications** are intended to help in the safeguarding of life and normally only apply to hospitals, residential nursing or retirement homes, and recognised emergency services. Unless agreed in the **contract**

details, you confirm that the **supply point(s)** do not qualify for **priority classification** as determined under Department of Energy and Climate Change (DECC) /HSE requirements for **sites** consuming over 732,000 kWh (approximately 25,000 therms).

9 Term and renewals for fixed-term or fixed-price contracts

9.1 At the end of the **fixed-term** we may offer to enter into a new **fixed-term** or **fixed-price contract** with you.

9.2 If you have entered into a **fixed-term** or **fixed-price contract** for a **site** that has now ended, this **supply contract** will continue to apply to that **site** until we agree new **contract details** with you for that **site**. We may increase the **charges** we apply by moving you to our **variable price product** when your **fixed-term** period ends or until new **contract details** are agreed.

10 Variable price product

10.1 We will contact you no later than 60 days before the end of your **fixed-price** or **fixed-term contract** to discuss the options available to you when it comes to an end.

10.2 If we agree a new **fixed-price** or **fixed-term contract** this will commence on the first day after your previous **fixed-term** or **fixed-price contract** ended. The new **contract details** will be set out in your **Contract Pack** which we will send to you.

10.3 If we don't agree new **contract details**, you will be free to leave our supply once your **fixed-term** or **fixed-price contract** has ended. If you do not arrange to transfer your supply to another supplier and remain on our supply after your **fixed-term** or **fixed-price contract** has ended, you will be automatically transferred to the **variable price product** until you leave our supply or agree new **contract details**.

10.4 If you wish to leave our supply once you have transferred on to the **variable price product**, you do not need to serve notice, but your new supplier will need to successfully complete the transfer. We may however object to the transfer if clause 6.3 applies.

11 Termination fee

11.1 If another supplier attempts to transfer the supply of a **site** that would still be in a **fixed-term** or **fixed-price contract** when the transfer would take place, we will object. If we ask you to, you must help us to object to the other supplier about the transfer, by contacting them and explaining that you have not ended the **contract** with us.

11.2 If a **site** that would still be in a **fixed-term** or **fixed-price contract** transfers to another supplier, the **contract** will continue to apply, and we may charge you a **termination fee**.

11.3 The **termination fee** will consist of:

- a) a £250 administration charge for each supply point;
- b) any costs, losses or expenses we incur by selling back any volumes of energy purchased on your behalf, for the period from the date the termination becomes effective and the end of the supply period; and
- c) any other reasonable expenses we incur.

For the avoidance of doubt we may charge you for these costs but you may not charge us.

Clause 11 does not apply to a **deemed site**.

12 Moving out of or changing a site

12.1 Without prejudice to clause 1.7(h), if you are going to leave a **site** permanently:

- a) you must give us at least 28 days' notice. This is called the "**leaving notice**". Your **leaving notice** must tell us:
 - the date you are leaving the **site**;
 - your new address and phone number; and
 - the name and contact details (including the phone number and email address) of the new owner, or tenant or, if the property will be vacant, the landlord.
- b) on the date you leave the **site**, you must take final **meter** readings and tell us what they are it is in writing to your **British Gas** contact at the address in clause 18.3 or by email to MeterReadEntry@centrica.co.uk; and
- c) we may ask you to provide proof that there is a new tenant or owner at the **site** you are leaving.

12.2 This **contract** will continue to apply to that **site** and you will be responsible for all **charges** for the supply at the **site** until:

- a) you have kept to all the requirements in clause 12.1; and
- b) another owner or occupier takes over the supply at the **site** with our written consent.

If you leave a **site** without keeping to the requirements of clause 12 we may charge you a **termination fee** for that **site**.

12.3 If you let or sub-let a **site** and you owe us money, this **contract** will apply until you have paid what you owe us, even if we agree to supply the tenant under a separate contract.

13 Our rights to end this contract

13.1 We can immediately end the **contract** without prejudice to any other rights we have, and you may have to pay a **termination fee** (referred to in clause 11.3) unless we agree otherwise:

- when we give you written notice for the same reasons as we can suspend or stop supply under clause 6.1;
- as described in clause 2.6;
- when we give you written notice because you stop trading, if your business is wound up, if you or your business becomes insolvent or your business goes into administration or receivership or you or your business enter into an arrangement with people you owe money to (your creditors), or where we reasonably believe there is a risk of these things happening;
- if 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**;
- if keeping to any clause in this **contract** means you or we would be breaking the law; or
- if your circumstances change so that this **contract** is no longer appropriate. However, we will not end this **contract** under this clause 13.1 (f) as a result of you being, becoming or no longer being a **micro-business**.

13.2 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**.

13.3 If the **contract** ends for any reason and another supplier has not taken over supply for that **site** you will automatically move on to the **variable price product**.

14 After this contract ends

14.1 If you do not give us an accurate **meter** reading at the end of the **contract**, we may change your final bill to include any energy used until the first **actual meter reading** we take at the **supply point** after the **contract** has ended. We may visit the **site** to check how much energy you have actually used.

14.2 If this **contract** ends for any reason, neither of us will lose any of the rights we have gained under this **contract**. But, if you have money (credit) left on your account after we have told you the final amount that you owe, we do not have to pay you this money back if:

- we have already made reasonable efforts to pay you the money before the **contract** ended and 12 months has gone by since we told you of the final amount we owed you; or
- we cannot send the money we owe to you because you have not given us a forwarding address and 12 months has gone by after the **contract** has ended. Clause 3.7 will continue to apply after the end of the **contract**.

15 Our responsibility for loss or damage

15.1 We are legally responsible if:

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

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

- 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 and/or indirect loss or damage, or any loss or damage if you have any special circumstances.
- If the **transporter** or **network operator** is responsible for anything that is lost or damaged, we will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.
- We will not pay you more than £1,000,000 for any claims you have against us while we are or were your supplier.

15.3 You are legally responsible to us for all loss or damage (including any liability we may have to any third party) arising out of any breach by you of your obligations under this **contract** or your negligence up to the total amount that we pay to any third party as a result of your breach of your obligations under this **contract** or your negligence; plus either:

- if this contract applies only to **deemed sites**, the total amount you have already paid us under this **contract**, or
- if you have a **contract**, the total amount you would have paid us under that **contract** based on the **contract details**.

15.4 Each clause in clause 15 applies separately. If a court or authority tells us we cannot enforce a certain clause, the other clauses will still apply.

16 Using personal information

16.1 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 make decisions about your ability to make payments and the goods and services we can offer you and help us manage your account. If you would like more information about this, contact your British Gas contact.

a) We will ask credit-reference and fraud-prevention agencies for information about you, your business, any people you are applying with as well as 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 will use the information credit-reference and fraud-prevention agencies give us to:

- help make decisions about credit or credit-related services for you and anyone applying with you;
- check your identity;
- prevent and detect fraud and money laundering; and
- manage your account.

c) Information on your account or prospective account will be sent to credit reference agencies and will be recorded by them, including information on your business and its proprietors. Credit reference agencies may create a record of the name and address of your business and its proprietors if there is not one already. When we ask credit-reference agencies to carry out a search, they will record this on your credit file. We will share details of your accounts and how you manage them with credit reference agencies.

d) If you owe us money and do not repay in full and on time, credit reference agencies will record the outstanding debt. This information may be supplied to other organisations by credit reference agencies and fraud prevention agencies to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted. If you do not make payments that you owe us, we will trace your whereabouts and recover any debt.

e) If you are a director, we will seek confirmation, from credit reference agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

f) We and other organisations may also use information to prevent fraud and money laundering, for example when:

- checking details on applications for credit and credit-related services;
- managing credit and credit-related accounts and services;
- recovering debt;
- checking details on applications and claims for insurance; and
- checking details of employees' and people applying for jobs.

g) Organisations from other countries may use the information recorded by fraud-prevention agencies.

h) If you want to see what information credit-reference agencies hold about you, you can contact the following credit-reference agencies currently providing services in the UK. The information they hold may not be the same. They will charge you a small fee.

Call Credit
Consumer Services Team, PO Box 491, Leeds,
LS3 1WZ
Phone: 0870 0601414

Equifax plc
Credit File Advice Centre, PO Box 3001, Bradford
BD1 5US,
Phone: 0870 010 0583
www.myequifax.co.uk

Experian
Consumer Help Service, PO Box 8000, Nottingham
NG80 7WF
Phone: 0844 4818000 www.experian.co.uk

Dunn and Bradstreet UK
Marlow International, Parkway, Marlow, SL7 1AJ
Phone: 0870 243 2344
www.dnb.co.uk

16.2 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 clause 16.1. 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**.

16.3 We may use your information to manage your account and help train our staff. 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 duties.

16.4 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 email CentricaDataProtection@Centrica.com.

17 Change of law

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 vary the terms of this **contract** or the **charges** as we deem reasonably necessary to reflect said changes. We will notify you in writing of any such changes.

18 Other information

18.1 You may not transfer any of your rights or responsibilities under this **contract** to another person without getting our written permission first.

18.2 We can transfer all or any part of this **contract** to another supplier.

18.3 Any notices you give us must be in writing only. You should send notices to your British Gas contact at British Gas, 2600 John Smith Drive, Oxford Business Park, Garsington Road, Oxford, OX4 2JY, by email to contract.renewals@centrica.com or to such alternate address or by method we agree with you in writing.

- You and we will consider notices delivered by hand to have been received when they are delivered.
- If you and we send letters by first-class post, you and we assume the letters have arrived within 2 days of posting them.

18.4 Any notice we give you must be in writing, on headed paper and delivered by hand by first-class post, courier, or by email.

- You and we will consider notices delivered by hand to have been received when they are delivered.
- If you and we send letters by first-class post, you and we assume the letters have arrived within 2 days of posting them.
- You and we will consider notices by email to have been received on the day they were sent.
- Even if your name is not correct on the notice we send, we will still assume you have received it, unless you have told us about our error in the past and we have still not updated our records in a reasonable time.

18.5 The laws of England and Wales apply to this **contract** and the relationships created under it, and (except in relation to any application by us for a warrant to enforce our rights under this **contract**) the courts of England and Wales have exclusive jurisdiction.

18.6 If, at any time, we do not enforce any part of this **contract**, this will not stop us from doing so in the future.

18.7 If a court thinks a part of this **contract** is not valid, the rest of the **contract** will not be affected.

18.8 Where we use "include", "including" "in particular" or any similar expression in this contract, it is for illustration only and will not limit the sense of the rest of the sentence or paragraph.

18.9 This **contract** is the full and only contract between us for supplying gas or electricity (or both) to you in relation to the **supply points** set out in the **contract details** unless we have agreed otherwise with you in writing.

19 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 www.britishgas.co.uk/business/complaints or call your British Gas contact.

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 1600

Address: Ombudsman Services: Energy, PO Box 966, Warrington, WA4 9DF

Website: os-energy.org.uk

If you are a **micro-business** you can also get help from **Citizens Advice**. The Citizens Advice consumer service provides free, confidential and unbiased advice on consumer issues. Visit www.adviceguide.org.uk or call the helpline on **08454 040506**.

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.

20 Deemed contracts

20.1 A **site** that is covered under this **contract** in the circumstances described in clause 1.5 is a **deemed site**. This **contract** will apply to a **deemed site** until:

- you have changed supplier for that **site**;
- you agree **contract details** with us for the **deemed site** as described in clause 1.3 a;
- if you have a **contract** with us, you agree **contract details** with us for the **deemed site** as described in clause 1.4;

20.2 Clauses 6.3(a),(b), (e), 1.7 (b), (d), (g) and (h), and clause 11 do not apply to a **deemed site**.

20.3 We can change the terms and conditions of this **contract** (including our prices, conditions, payment methods and other **charges**) for any **deemed site**. We will tell you about these changes which may include referring you to our website for details.

20.4 If you have a **deemed site**, you do not have to give us notice but if you want to end this **contract**, the new supplier must still register your **site** successfully. You must pay for all gas and electricity you use.