

# Enterprise

## Terms and Conditions for Gas or Electricity Supply

May 2020

British Gas Trading Limited cares about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our Terms and Conditions, we want to point out that British Gas Trading Limited is the data controller of your personal data. During our relationship with business customers, we may collect and use personal data. This can include personal data about yourself, your employees, workers, contractors, agents, clients, tenants or customers. Although the Privacy Notice does not form part of the contract between you and British Gas Trading Limited, we recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights. You can find our Privacy Notice here: <https://www.britishgas.co.uk/business/privacy-policy>

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

These Enterprise Terms and Conditions for Gas or Electricity supply ("**terms and conditions**") are for supplying you with **energy** for business use. Words in bold have specific meaning and you should refer to list of defined terms at clause 21.

Our website shows the most up-to-date version of these **terms and conditions** ([www.britishgas.co.uk/business/terms-and-conditions](http://www.britishgas.co.uk/business/terms-and-conditions)). If you don't have access to the internet, please call us on 0330 100 0222 and we will send you the latest version.

## 1. This contract

- 1.1. We agree to provide **energy** at your **sites** and you agree to accept it under the terms and conditions of this **contract**.
- 1.2. By agreeing to this **contract** or agreeing **contract details** for a **site**, you agree that:
  - 1.2.1. you own, use, occupy, or have agreed to take on responsibility and liability for the **site** and that it is connected to mains gas or mains electricity (or both);
  - 1.2.2. you have the necessary authority to enter this **contract** on behalf of the customer;
  - 1.2.3. if you owed us any money before the **contract state date**, you may have to pay this to us before the date this **contract** starts (for any of your **sites** which we supply, including a **deemed site**). If any such debts are not paid in full, they will be owed to us under this **contract** and you will have to pay any money you owe us. We have the right to use any money you send us to repay any money you owe us;
  - 1.2.4. we are responsible for delivering the **energy** from outside a **site** to the **meter(s)** and you are responsible for the **energy** from the **meter(s)** into your **site**;
  - 1.2.5. if you are a partnership, we may claim from you or any of your partners any money you owe us under this **contract**;
  - 1.2.6. your previous supplier has no reason to object to your transfer of supply to us, and that you will pay us for any charges you owe your previous supplier which may be transferred to us in relation to your **sites**, together with any of our and your last supplier's administration charges; and
  - 1.2.7. you won't enter into an alternative contract for **energy** supply from another supplier for any **supply point** at any **site** covered by this **contract**.
- 1.3. Clause 1.2.6 does not apply to **deemed sites**.
- 1.4. You warrant that by entering into this **contract** that:
  - 1.4.1. the **energy** at any **site** is not used wholly or mainly for domestic purposes. If this is not correct, you must notify us immediately and if your supply has not yet started, we may terminate this **contract** or move you on to what we consider is the appropriate domestic tariff and the terms and conditions of that tariff will apply instead of this **contract**. If your usage changes during the term of your (i) fixed-term contract, you must tell us immediately and we may transfer you on to the appropriate domestic tariff (and the terms and conditions of that tariff will apply to you) at the end of your **contract** or (ii) **deemed contract**, you must tell us immediately and we may transfer you on to the appropriate domestic tariff (and the terms and conditions of that tariff will apply to you);
  - 1.4.2. you are not a **micro business**. If this is not correct, and if your supply has not yet started, you must notify us immediately and we may terminate this **contract** or move you on to what we consider is the appropriate **micro business** tariff and the terms and conditions of that tariff will apply instead of this **contract**. If your usage changes during the term of your (i) **fixed-term contract**, you must tell us immediately and we may transfer you on to the appropriate **micro business** tariff (and the terms and conditions of that tariff will apply to you) at the end of your **contract** or (ii) **deemed contract**, you must tell us immediately and we may transfer you on to the appropriate **micro business** tariff (and the terms and conditions of that tariff will apply to you).
- 1.5. You are not a **micro business** if you do not meet one or more of the following criteria:

- 1.5.2 Employ fewer than 10 employees and have an annual turnover or balance sheet no greater than €2 million; or
- 1.5.3 Use no more than 100,000 kWh of electricity per year; or
- 1.5.4 Use no more than 293,000 kWh of gas per year.

A business using 100,000 kWh of electricity or 293,000 kWh of gas should typically pay around £10,000 – £12,000 a year for each fuel (excluding VAT and Climate Change Levy).

## Contract start date

- 1.6 You agree that we may check your credit standing before this **contract** starts and at any other time during this **contract**. If your credit standing is acceptable to us, your **contract start date** will be the earlier to occur of:
  - 1.6.2 when you and we agree (either by email, verbally, or by you signing the **contract** (in hard copy or electronically, using an **electronic signature**) that we will supply you; or
  - 1.6.3 the date as set out in clause 1.8, if you have not agreed a **contract** with us.
- 1.7 If your credit standing is unacceptable to us, we may refuse to enter into a **fixed-term contract** with you, in which case you will be a **deemed customer** and the terms of clause 8 will apply.
- 1.8 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, these **sites** will be supplied under a **standard variable rate** and you will be charged for your **energy** based on this rate. The **standard variable rate** is likely to be higher than the **charges** under a **fixed-term contract** or other type of product offering.

## Deemed contract start date

- 1.9 If you move into a new site for which we supplied energy to the previous tenant/owner, and do not agree **contract details** with us for that **site**, it will be a **deemed site** and **deemed rates** shall apply to it. This applies even if you do not use **energy** at the **site** as you are responsible for paying us for any charges applicable to making the supply available to your site. This **contract** will apply to such **deemed site** from the date that:
  - 1.9.2 you move into or take responsibility for the **site**;
  - 1.9.3 your tenants move out of the **site**, if you are a landlord;
  - 1.9.4 Ofgem has appointed us as your supplier and you have not agreed **contract details** with us.

Clauses 2.3 and 8 set out further terms and conditions which apply to **deemed contracts**.

## Energy supply start date

- 1.10 If we do not already supply a **site** for which we have agreed **contract details** with you, we will aim to use reasonable endeavours to start to supply you on your agreed start date or, in the absence of such agreed start date, within 21 days of the day we agreed your **contract details** ("**supply start date**").
- 1.11 The transfer of your supply to us may take longer than 21 days if:
  - 1.11.2 your existing supplier blocks the transfer;
  - 1.11.3 we do not have all the information we need to take over the supply despite taking reasonable steps to obtain it;
  - 1.11.4 you are connected to a private **energy** network and (i) work is required to enable you to use the distribution network for **energy** or (ii) your existing supplier has told you that your metering needs to be changed before you can switch suppliers;
  - 1.11.5 we cannot supply you for some other reason which is beyond our reasonable control.
- 1.12 If any of the circumstances described in clause 1.10 apply, we may charge you any reasonable additional costs or expenses we incur. We may also increase the **charges**, if these have changed as a result of the delay or stopped transfer. We are not liable to you for any delay in registering the switch of your supply if such delay is caused by circumstances outside of our reasonable control.

- 1.13 We can cancel your **contract** if we are not able to transfer any or all of your **site(s)** from your existing supplier(s) for reasons outside of our reasonable control or if you provide us with false, incomplete or inaccurate information pursuant to clause 1.2. If we cancel the **contract** in these circumstances, we will not be liable for any costs which you incur.
- 1.14 If we have agreed to purchase any **energy** for you in advance of your **supply start date**, and you then stop the transfer or if the transfer is stopped due to any of the circumstances listed in clause 1.10, you will be liable for any costs and losses which we incur in selling such **energy** back to the market at the market price at that time of the resale.

## 2 Prices and charges

### Fixed-term contract prices & standard variable rates

- 2.4 If you have a **fixed-term contract**, you will pay the **prices** set out in your **contract** for the **energy** used at each **site**, and other **charges** which apply under this **contract**.
- 2.5 At the end of your **fixed-term contract**, unless we agree a new contract for the **site** or you switch **energy** suppliers, we will move you onto our **standard variable rates** (whether or not we notify you of the **standard variable rates** at the time) for the **energy** used at each **site**. You will also pay any and for all other **charges** which apply under this **contract**. Clause 7 explains in more detail what happens at the end of a **fixed-term contract**.

### Deemed contract prices

- 2.6 If you have a **deemed contract**, you will pay our **deemed rates** for the **energy** which you use at each **deemed site**, until we agree a new contract for that **site** or you switch **energy** suppliers. You will also pay any and for all other **charges** which apply under this **contract**.

### Price changes & additional costs & charges which may apply

- 2.7 Clauses 2.5, 2.7, 3.10, 3.11, 4.2, 8 and 17 set out the circumstances in which we may change your **prices**.
- 2.8 If you change your payment method, or if any information you have provided to us and which we have relied upon to agree a **contract** and/or **price** with you turns out to be incorrect, we reserve the right to immediately change the **charges** to reflect any additional costs and/or risks to us. We may carry out checks on the accuracy of the information we hold and conduct periodic **contract** audits throughout the term of your **contract**.
- 2.9 We can apply additional costs and **charges** to your account including, but not limited to:
- 2.9.2 our reasonable costs that we incur when we try to recover money you owe us, including reasonable administration and third-party costs, reasonable legal costs and/or our reasonable costs where an attempted payment with an agreed payment method fails;
  - 2.9.3 our reasonable costs of stopping, disconnecting or reconnecting your supply;
  - 2.9.4 costs we incur in supplying gas or electricity to the extent that these costs are not already included in your **prices** as set out in your **contract**. These costs include, but are not limited to, excess **capacity** charges, excess reactive power charges, and **supply point** ratchet charges;
  - 2.9.5 our reasonable costs if you materially breach any of the terms and conditions of this **contract** (including administration costs and costs that we have to pay for coming to your site);
  - 2.9.6 our reasonable costs if you fail to keep an agreed appointment with us or our **agents** at a **site**;
  - 2.9.7 our reasonable costs if you interfere with your **meter** or **smart meter**, or if you steal **energy**, including any costs incurred if we have to take appropriate action accordingly to remedy the situation;
  - 2.9.8 charges for **meters**, **smart meters** or metering equipment and **agent** charges relating to **meter** reading, data collection and data processing, where these charges are not already included in the **prices** set out in your **contract**;
  - 2.9.9 our reasonable costs if you prevent us or our **agents** from reading or working on your **meter** or **smart**

**meter**, and/or costs for reading your **meter** when you ask us, if this is more often than the normal **meter** reading schedule or industry agreement requirement;

- 2.9.10 our costs for any extra services which you ask us to provide, including (for example only) our costs of making and sending copies of any documents we have already made available to you in any format or online, or carrying out transactions which you could do online;
  - 2.9.11 our reasonable costs to reflect any change in law or **industry agreements**, or a material change in methodology of how such costs are calculated;
  - 2.9.12 costs under any **industry agreements** that could not have been reasonably expected or foreseen by us;
  - 2.9.13 any costs we incur as a result of you appointing a **TPI** or a **customer metering agent** and their resulting actions, omissions or negligence;
  - 2.9.14 any amounts that, by law, we have to include in your bills (for example, if the Government introduced a scheme for customers to pay for energy-efficiency measures through their energy bills); and
  - 2.9.15 our reasonable administration costs if you require a material change to your account set-up. You will be advised at the time of your request (and prior to proceeding) if the change is material and what the costs involved will be. If you agree to the costs, the change will be made as soon as is reasonable practicable and the costs added to the next month's bill following completion of such changes.
- 2.10 We can also change your **prices** or charge you extra to reflect all additional costs we incur on your behalf if you make changes to your **meter** or supply, including but not limited to increases to **capacity**.
  - 2.11 If your **meter** also supplies other addresses that you do not own or use or if you are one of multiple owners, occupiers or consumers at a **site** or a **deemed site**, you will be responsible jointly and severally for paying us for all the **energy** that is used at the other addresses.

## VAT & CCL

- 2.12 Our **prices** and other **charges** are subject to UK tax (including **VAT**), and any other levy or duty imposed in accordance with legislation, **industry agreements** and/or industry codes.
- 2.13 We will charge you **VAT** at the prevailing rate on supplies of gas or electricity (or both) to the **site**, unless:
  - 2.13.2 you send us a completed, valid **VAT** certificate as evidence of proof that you do not have to pay for **energy** 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 the part, of your supply that is eligible for that reduced rate of **VAT** from the date we receive your **VAT** certificate. We may share your **VAT** certificate with HMRC; or
  - 2.13.3 the supply to your **site** is below the limits set by HMRC, in which case we will automatically charge **VAT** at the reduced rate.
- 2.14 You will be charged **CCL** on the **energy** you use, unless:
  - 2.14.2 **CCL** does not apply (because the reduced rate of **VAT** (see clause 2.10.1 and 2.10.2) applies to the supply at the **site**);
  - 2.14.3 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
  - 2.14.4 you are a **directed utility** and you have provided us with notification of your **directed utility** status from HMRC.
- 2.15 If you are eligible for an exemption or discount from the full rate of **CCL** (you must send us a completed, valid PP11 form (which you can obtain from HMRC) at least 10 days before the start of your **supply period** with us. If you send us a filled-in PP11 after we have started to supply your **site**, 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 **energy** we have supplied to you, at the **site**, from the date which is four years before the date on which we receive the form.
- 2.16 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. If this happens, then you must pay the difference to us if we demand on an invoice, or directly to HM Revenue & Customs if they demand it.

- 2.17 Once you have sent us a **VAT** certificate or PP11 form, it is your responsibility to tell us immediately if your **energy** usage at your **site** changes in such way that your **VAT** or **CCL** payments would change.

## 3 Payment

### Paying your bill

- 3.1 We will send you bills which may be based on **actual meter readings** or estimated **meter** readings. We will use estimated **meter** readings when **actual meter readings** or **smart meter** readings may not be available at the time the bill is generated, as reasonably determined by us.
- 3.2 You must pay the billed amount in full to us by the due date shown on your bill.
- 3.3 To help us manage your payments, we require information to enable us to allocate payments to your account ("**remittance advice**"), including as a minimum your account number, MPAN or MPR number or site details, bill number and amount being paid. Payments made without this information will be placed into a suspense account until **remittance advice** is received. **Remittance advice** must be provided within seven working days of us receiving the payment otherwise the provisions set out in clause 3.5 and clause 3.6 may be applied.
- 3.4 Notwithstanding clause 3.3, clause 3.5 or clause 3.7, if there is undisputed aged debt on your account, we reserve the right to allocate any of your payments to the oldest amounts owed first even if you have provided a **remittance advice** specifying what the payment relates to.
- 3.5 Without prejudice to clause 3.17, if you fail to provide **remittance advice** within seven working days, you will be charged interest on all overdue amounts.
- 3.6 Notwithstanding clause 3.3, we may at any time, without notice to you, set off any liability you owe to us against any liability we owe to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this **contract**. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to it under this **contract** or otherwise.
- 3.7 All amounts due under this **contract** from you to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.8 Subject to clause 3.14, if we reasonably believe that any of the bills we have sent you are not materially accurate, we may (but are not required), at our discretion, send you a new bill, which you must pay by the earlier of the date of the original payment term if it has not expired or within 10 days of receipt of the new bill. This clause will still apply after this **contract** ends and after we have sent a final bill to you, should we discover a reason to revise the final bill at a later date.
- 3.9 Failure to pay your bills by the payment due date will constitute a material breach of this **contract**. In such circumstances, we may terminate the **contract** early, apply a **termination fee** to your account, isolate or disconnect your supply, and/or add any outstanding **charges** to your account.

### If you are having difficulties paying or if you disagree with your bill

If you are having financial difficulties, it is important you let us know so that we can find a solution where possible. For information about our debt management services, please visit [britishgas.co.uk/business/financial-difficulty](https://britishgas.co.uk/business/financial-difficulty), or call us on 0333 060 7372.

### Paying by Direct Debit

- 3.10 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 **energy** 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.
- 3.11 If your **contract** requires you to pay by **Direct Debit**, you must not cancel your **Direct Debit**. If your **Direct Debit** is cancelled and we notify you of such cancellation, if you do not immediately reinstate the **Direct Debit** payment, we may (in our sole discretion) apply an administration charge or we may increase our **prices** as reasonably required to reflect the change in payment method. Should your **Direct Debit** be cancelled for any

other reason (including, but not limited to, by us or your bank), you will work with us to get it reinstated as quickly as possible. If your Direct Debit has been cancelled, we may move you onto a different tariff if any of the circumstances in clauses 1.4, 3.9, 4.3, 6.1.2-6.1.8, 6.1.10, 7.4, 9.1 and 9.2 apply.

- 3.12 If you pay by variable **Direct Debit**, we will use our reasonable endeavours to collect the amount that we have set out on your bill. Occasionally, the **Direct Debit** will reflect the total outstanding on your account which may be more or less than the amount showing on the bill. Unless the difference is material (more than 10% difference between billed amount and amount collected), you agree not to make an indemnity claim under the **Direct Debit** guarantee and to allow the **Direct Debit** to go through. We will adjust the account and the **Direct Debit** amount in the following month to reflect the difference.
- 3.13 If at any time during the **fixed-term contract**, you make a claim under the **Direct Debit** indemnity guarantee you must make a further immediate payment by **Direct Debit** or in another form to cover the amount that you have claimed back but have still been billed by the payment date stipulated. Failure to make such payment will result in clause 3.16.3 being applied, and ongoing failure to pay may result in other remedies for recovery of debt being commenced.

### If you disagree with your bill

- 3.14 If you disagree with any amount we have charged, you will tell us immediately and provide us with any information you have which supports your view that there is a genuine and substantial disagreement (using the webchat, voice and online account self-serve options).
- 3.15 If you do not comply with clause 3.14 above within 5 working days of raising the dispute with us, the matter will be closed and marked as resolved and all amounts outstanding and overdue at that time will be subject to additional **charges** including interest in accordance with clause 3.17.
- 3.16 Without prejudice to clause 3.14, if you disagree with any amount we have charged you:
- 3.16.1 you must pay us the higher of 75% of the full amount of the bill or the undisputed amount (whichever is higher) and you must continue to pay any undisputed bills;
- 3.16.2 if we agree that we have charged you too much and that we owe you money, we will credit that money to your supply account or reimburse you as soon as we can, unless your account has been closed in which case we will send you a cheque or BACS payment; and
- 3.16.3 if after having fully reviewed your bill and the information you have provided to us, we believe that you owe us money, we will tell you in writing. You must pay us the outstanding debt within 10 days from the date we tell you of our decision, even if we raise a new bill for the outstanding amount which shows a different payment due date. We may charge you any additional **charges** in accordance with clause 3.17 for any amount you disputed in the original bill and did not pay by the due date. If you still disagree with our decision that you owe us money, clause 19 sets out the procedure you should follow.

### Late payment of bills

- 3.17 If you do not pay your bill by the payment due date shown on the bill or in the **contract details**, we may:
- 3.17.1 charge you any **charges** as set out in clause 2;
- 3.17.2 charge you interest and debt recovery 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; and
- 3.17.3 use any security deposit you have paid to us to pay off overdue bills.
- 3.18 It is your responsibility to pay your bills and any **charges** or interest which have been applied to your account.
- 3.19 It is your responsibility to pay your bills, even if you have notified us in writing that you have appointed a **managing agent** to do this on your behalf. We reserve the right to communicate with and take appropriate action against you directly in the event your **managing agent** has failed to pay a bill as expected.
- 3.20 Without prejudice to clause 3.4 and clause 3.5, if there is debt on your account, we will stop you from switching suppliers until the debt is paid in full. This clause 3.20 shall not apply to a **deemed site**.

## 4 Securing your ability to pay

- 4.4 We may check your credit standing at any time before or during this **contract**.
- 4.5 If you repeatedly fail to pay bills on time and in full (and, having followed the procedure set out in clause 3.14, there is no genuine dispute about the bill), if we have concerns about your credit standing, or if we reasonably believe that you may not be able to pay your bills on time and in full, we may:
- 4.5.2 charge you different **prices**, apply **charges** to your account, or change your payment terms to reflect any additional costs and/or risks to us;
  - 4.5.3 cancel your **contract** (if we do not already supply your **site**), in which case the site will stay with its previous supplier. If we stop the registration process in these circumstances, we will not be liable for any costs which you incur;
  - 4.5.4 require you to use a specific payment method (by way of example only, by **Direct Debit** or by requiring you to make advanced payments for your supply);
  - 4.5.5 require you to pay us a security deposit or to increase any security deposit that we already hold on your behalf. We do not pay any interest on security deposits held by us;
  - 4.5.6 require you to arrange for a guarantee in the form we request from your parent company or from one or more directors, partners, shareholders, members or some other third party (who we agree to being your guarantor) confirming that they will be responsible for any amounts due under this **contract**;
  - 4.5.7 require you to provide any other form of security.
- 4.6 If you do not comply with changes we make pursuant to clause 4.2.1 and/or comply with a request we make pursuant to clauses 4.2.3 to 4.2.6 by the date we have asked, we have the right to stop your supply and/or end your **contract**. If we end your **contract**, we will notify you of the date it has ended and you will be charged our **standard variable rate** for **energy** which you use.
- 4.7 If at any time during your **contract** you stop trading, your business is wound up, or you or your business become insolvent, or your business goes into administration or receivership, or your business enters into an arrangement with people who are owed money (your creditors), or where we reasonably believe there is a risk of these things happening, you must notify us immediately and we will take immediate steps permitted under the Insolvency Act 1986 in relation to securing payment, stopping your supply and mitigating any potential future losses which may also result in termination of the **contract** in accordance with clause 11.1.5.

## 5 Meters & access

### Meter readings & bills

- 5.4 We can ask you for a **meter** reading before we start supplying your **energy** at any **site**.
- 5.5 If we do not have an **actual meter reading**, or are unable to use the reading provided, we will estimate a **meter** reading based on how much energy was previously being used at the **site**. If the **site** is new, with no consumption history, we will estimate your usage based on the information you provide us. Please also note that no changes will be made to your opening **meter** read after 12 (twelve) months from your supply start date.
- 5.6 You must give us a **meter** reading at least once every 12 months or more frequently, if we ask you to.
- 5.7 Your bill will be based on either an **actual meter reading** or an estimated **meter** reading.
- 5.8 We have the right to use a different **meter** reading from the one you give us if we or one of our **agents** read the **meter** and got a different reading, or if the **meter** reading falls outside our reasonable estimation of your use. We will let you know if this happens.
- 5.9 Subject to clause 5.2, if you disagree with a **meter** reading we have used, you must tell us within 10 (ten) days of receipt of the bill which uses that **meter** reading and provide us with any information you have which supports your view that there is a genuine and substantial disagreement and the terms of clauses 3.14–3.16 shall apply. If you do not tell us within this time, you will be deemed to agree with the **meter** reading.

## Smart meter readings

- 5.10 You agree to let us use any installed **smart meter** to manage your **energy** supply from a distance, without visiting your **site**. You agree that we can read, repair or update your **smart meter**, or disconnect your supply (in the circumstances set out in clause 5.19) or monitor the **energy** you use, in accordance with your data preferences (which you can update by following the procedure set out in clause 5.9).
- 5.11 We will use your **consumption data** to work out your bill. If we can't collect your **consumption data** from your **smart meter**, we will estimate your usage for your bills.
- 5.12 We will collect **consumption data** from your smart meter at least once a month, unless we tell you otherwise in advance. If you are not happy for us to collect **consumption data** more than once a month, you can object by calling us on 0330 100 0222
- 5.13 You may request access to information about your past **energy** use for as long as it is available from your **smart meter**. **Smart meters** are only able to store a limited amount of information so if, for example, you change your level of permission to allow us to collect information more often than once a month, we will only be able to provide you with information at that new level of use if the information is still available from your **smart meter**.

## Providing a meter or smart meter; access to your site

- 5.14 You agree that we may make any arrangements we need to, to provide a suitable **meter** or **smart meter** at each **site**. If we agree that you will provide the **meter** or **smart meter** (or if such are already available at your **site(s)**), you will pay us for any reasonable costs, losses or expenses that we incur as a result of delays or problems that may arise from any arrangement, and agree that we have no legal responsibility for that arrangement. If the arrangements you make do not provide us with an adequate level of service expected from such a **meter** or **smart meter**, we may charge you our reasonable costs, losses or expenses to remedy the situation. You are responsible for ensuring that any **meter** or **smart meter** you provide complies with all relevant regulatory requirements.
- 5.15 We are not responsible for any defects in a **meter**, **smart meter** or other fitting that we do not own or provide.
- 5.16 You must not damage or interfere with the **meter** or **smart meter**. If you do, we will charge you our and/or our **agents'** reasonable costs to visit a site and carry out any repair or remedial work that needs doing. We will also charge you for our or our **agents'** costs, if we think you may have interfered with the **meter** or **smart meter** to steal energy and for our estimate of the value of the stolen **energy**.
- 5.17 You must let us, our **agents**, the **transporter** or **network operator** visit your **site(s)** to access the **meter** or **smart meter**. You must make sure it is safe to visit your **site(s)**. You must allow these visits to your **site(s)** (we will give you advanced notice wherever possible and where it is appropriate to do so):
- 5.17.2 for any reason that relates to your supply or **meter** or **smart meter**, pipes or wires (this includes, but is not limited to, reading, inspecting, repairing, exchanging (including changing your **meter** for a **smart meter**), reconfiguring, testing, installing, isolating or removing a **meter** or **smart meter** or stopping your supply);
- 5.17.3 if we need to inspect or test a **meter** or **smart 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);
- 5.17.4 if there is a risk of danger or if there is an emergency;
- 5.17.5 if we have stopped supplying your **site** and we want to collect any **meter** or **smart meter** that belongs to us; or
- 5.17.6 if we need to visit your **site** for any other reason and can do this legally.
- 5.18 Subject to clause 5.16 and clause 5.16.2, where we own or provide the **meter** or the **smart meter**, if you or we think that the **meter** or **smart meter** is not correctly recording the **energy** you use, we will arrange for a qualified person to test it. If the test shows that the **meter** or **smart meter** is not recording information

correctly (because it is outside the 'limits of error' set by relevant legislation), we will replace or repair the **meter** or **smart meter** as soon as reasonably practical at our cost.

5.19 Where we own the meter:

5.19.2 if we ask to test your **meter** or **smart meter**, we will pay for it;

5.19.3 if you ask us to test your **meter** or **smart meter**, you must pay for it before we carry out the test. If the **meter** or **smart meter** is:

5.19.3.1 working properly, we will not refund the amount you paid for the test;

5.19.3.2 not correctly recording the **energy** you use, we will refund the amount you paid for the test. If the **meter** or **smart meter** has been incorrectly recording your **energy** usage and you have paid for:

5.19.3.3 more **energy** than you should have, we will pay you back the amount you have overpaid; or

5.19.3.4 you have paid for less **energy** than you should have, we will send you a bill in relation to such underpayment.

5.20 Where we do not own the **meter** or **smart meter**, you are responsible for making sure it is working properly. If either you or we ask for it to be tested, you must pay for it to be carried out by a qualified person.

5.21 If you choose to stop taking supply at a **site**, you must ask us to arrange for an appropriately qualified person to remove your **meter** or **smart meter** or if the supply is for electricity, de-energise the **meter** or **smart meter** (switch off the supply). If you ask us to arrange this work for you, you are responsible for paying all costs and expenses relating to the work (including any administration costs and/or **agent** costs). Unless and until such work is carried out, you are responsible for paying us all **charges** which relate to your **site** having a supply of **energy**.

### **Disconnecting and reconnecting your meter or smart meter**

5.22 We may stop the supply to your **meter** (by accessing your **site**) or your **smart meter** (by remote access, and you agree that we may do so without asking your permission) if:

5.22.2 you ask us to in writing (provided that you pay us any relevant **charges** for stopping the supply);

5.22.3 we are required to do so due to safety or security reasons;

5.22.4 we are required by law, regulation, or **industry agreement**;

5.22.5 you break any of your material obligations under your **contract** (including if you do not pay your **energy** bills by the due date);

5.22.6 you provide us with false information or you fail to provide us with information required in relation to clause 1.2, clause 1.4 and/or clause 9; or

5.22.7 you become subject to, or we reasonably believe that you are about to become subject to, any of the events listed in clauses 11.1.1 to 11.1.5.

5.23 We do not have to restart the supply of **energy** to your **site** until you have:

5.23.2 asked us to do so in writing; and/or

5.23.3 paid any outstanding **charges**, including any costs or **charges** owed subject to clause 2.6 and/or any costs for stopping supplying your site and/or re-energising or reconnecting your **site**; and/or

5.23.4 complied with any requirements which we have stipulated in relation to clause 4; and/or

5.23.5 corrected any issue which may have resulted in your **meter** or **smart meter** being de-energised in the first place (including sending us proof of information we have reasonably asked for when agreeing **contract details** for a **site** in the first place).

5.24 We may charge you for additional costs and **charges** in accordance with clause 2.6.

## Appointing your own metering agent(s)

- 5.25 Our **contract** with you assumes that we will read your **meter(s)**. Clauses 5.23–5.26 apply where you wish to appoint your own metering agent.
- 5.26 If you appoint your own metering agent(s) ("**customer metering agent**"), you must ensure that they are properly qualified and are able to meet any reasonable requirement we specify in relation to the service they provide. You shall also ensure that they always operate in accordance with good industry practice, relevant legislation and industry codes of practice.
- 5.27 If, acting reasonably, we have concerns about your **customer metering agent**, we may reject or delay their appointment.
- 5.28 If the **customer metering agent**:
- 5.28.2 fails to perform;
  - 5.28.3 ceases to be properly qualified; and/or
  - 5.28.4 causes or may cause us to be in breach of our licence and/or **industry agreements**,
- this shall be deemed to be a "**customer metering agent failure**".
- 5.29 In the event of a **customer metering agent failure**, we may:
- 5.29.2 appoint a replacement **metering agent** and charge you for the costs of the services provided by such replacement; and/or
  - 5.29.3 pass through to you any costs or losses we incur, including but not limited to additional operating costs, regulator/industry fines or penalties and you agree to indemnify us for any such costs, fines or penalties; and/or
  - 5.29.4 charge you our **standard variable rate** until you have worked with the **customer metering agent** to resolve the situation to our reasonable satisfaction.

## 6 When we can stop your supply

- 6.1 If we or any legally authorised third party asks you to stop or limit the amount of **energy** 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 **energy** again until you have been informed by us or the legally authorised third party that the issue has been resolved. Your supply may be stopped or limited (either by accessing your **site** or remotely if you have a **smart meter**) if:
- 6.1.1 we believe somebody's safety or property may be in danger;
  - 6.1.2 you repeatedly do not pay your undisputed gas or electricity bills by the due date of bills sent to you;
  - 6.1.3 you materially breach any of the terms of this **contract**;
  - 6.1.4 **Ofgem**, the **transporter** or the **network operator** tell us to do so;
  - 6.1.5 energy laws or **industry agreements** allow us to do so, and we deem it necessary;
  - 6.1.6 circumstances that we have no control over prevent us from supplying you (although we will take reasonable steps to keep supplying you);
  - 6.1.7 if we believe your **meter** or **smart meter** is not set up adequately (including when you have provided your own **meter** or **smart meter** or we have not been able to read it, or we believe the metering equipment is being interfered with);
  - 6.1.8 you repeatedly deny us or our **metering agent** access to the **meter** or **smart meter** in accordance with clause 5.14;
  - 6.1.9 we need to test emergency or safety procedures; or
  - 6.1.10 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).

## 7 Term and renewals for fixed-term contracts & standard variable rates

- 7.4 We will contact you before the end of your **fixed-term contract** to discuss the options available to you when it comes to an end.
- 7.5 If we agree a new **fixed-term contract** with you, this will start on the date set out in the new **contract details**, which we will send to you.
- 7.6 At the end of your **fixed-term contract**, unless you enter into a new **fixed-term contract** or agree to take another product with us or you change supplier, we will move you onto our **standard variable rate** and you will be charged for your **energy** based on this rate (all other terms and conditions of your **contract** will continue to apply). The **standard variable rate** is likely to be higher than the **charges** under a **fixed-term contract** or other type of product offering.

### Leaving our supply

- 7.7 If another supplier attempts to transfer the supply of a **site** that would still be in a **fixed-term contract** when the transfer is due to take place, we will stop the transfer in accordance with clause 9.5. 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 still have a **fixed-term contract** in force with us.
- 7.8 Without prejudice to clause 7.4, if you serve a **moving notice** for a **site** pursuant to clause 9.1 and the terms of clause 9.1.4 apply and/or seek to transfer a **site** to another supplier in both cases where that **site** remains subject to a **fixed-term contract**, the **contract** and the **charges** will continue to apply. If we subsequently agree to the transfer, we will charge you the **termination fee**.
- 7.9 If you have been transferred onto the **standard variable rate** at the end of your **fixed-term contract**, you may leave our supply at any time provided that your new supplier successfully completes the supplier transfer process and you have paid all amounts owing to us. We may however object to you changing supplier if any of the reasons set out in clause 9.5 apply.

## 8 Deemed contracts

- 8.4 A **site** that is covered under this **contract** in the circumstances described in clause 1.8 is a **deemed site**. This **contract** will apply to a **deemed site** until:
- 8.4.2 you enter into a **fixed-term contract** with us to cover the **deemed site**;
- 8.4.3 if you already have a **fixed-term contract** with us, you agree **contract details** with us for the **deemed site**;
- 8.4.4 you have changed supplier for that **site**.
- 8.5 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 by giving you 30 days' notice of such changes, and which may include referring you to our website for further details.
- 8.6 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 us for all **energy** you use until the new supplier takes over your supply.

## 9 Moving out of a site and/or transferring your supply to another energy supplier

### Moving out of a site permanently

- 9.4 If you are going to move out of a **site** permanently:
- 9.4.2 you must give us at least 28 days' prior notice in writing or over the phone ("**moving notice**"). Your moving notice must state:
- the date you are moving out of 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 of the **site**;

You must send your **moving notice** to: British Gas, Business Moves Team, Winnall Down, Alresford Road, Winchester, Hampshire SO21 1FP, or by email to [mybusinessmove@britishgas.co.uk](mailto:mybusinessmove@britishgas.co.uk);

- 9.1.2 on the date you move out of the **site**, you must take final meter readings and provide these in writing or over the phone; and
- 9.1.3 we reserve the right to ask you to provide proof that there is a new tenant or owner at the **site**, or that your right of occupancy and actual occupancy has ended if the **site** is to remain vacant (such proof may include but not be limited to a copy of a lease, tenancy agreement, sale contract). We will not accept your **moving notice** or take any further steps to close your account for this **site** until you have supplied us with such proof.
- 9.5 Unless and until you comply with the requirements of clause 9.1, this **contract** shall continue to apply to the **site** and you will be liable for all **charges** for the **site** until another owner, occupier or landlord takes responsibility for the **site** or until the supply to the **site** is isolated or disconnected by us or the **network operator**. You will remain liable for any debts which you owe us in relation to the **site** until all such debts are paid.
- 9.6 If you let or sub-let a **site** and you owe us money, this **contract** will continue to apply until you have paid what you owe us (including any costs or **charges** which we incur as a result of your failure to notify us of the change of ownership), even if we agree to supply the new tenant or sub-tenant under a separate contract.
- 9.7 Clauses 9.1–9.3 inclusive do not apply to a **deemed site**.

### Transferring your supply to another energy supplier

- 9.8 We have the right to stop you transferring your supply to another **energy** supplier if:
- 9.8.2 You are still in a **fixed-term contract** and you would still be in your **fixed-term contract** at the time when you want to transfer your supply;
- 9.8.3 your payment terms have expired and you owe us money on your account before the transfer was due to happen;
- 9.8.4 you try to change suppliers for electricity and the new supplier does not apply for all the related **meter** point administration numbers;
- 9.8.5 you ask us to stop the transfer;
- 9.8.6 you owe us money under any other agreement you have with us for supplying **energy**; or
- 9.8.7 we and your new supplier agree that the switching request has been made in error.
- 9.9 Clauses 9.5.1–9.5.3 and 9.5.5 do not apply to **deemed sites**.
- 9.10 Without prejudice to clause 9.5, if we agree to your leaving our supply before the end of your **fixed-term contract**, you will pay us the **termination fee**.

## 10 Termination fee

- 10.4 If this **contract** is wrongfully terminated by you, or if we terminate it because of your material breach of its terms, or the event set out in clause 7.5, 9 and/or 11 take place, then without prejudice to our right to pursue any additional legal remedy in addition to any **charges** owed by you, we may charge you a **termination fee**.
- 10.5 The **termination fee** will consist of:
- 10.5.2 a £250 administration charge for each **supply point** covered by a **fixed-term contract**;
- 10.5.3 any reasonable costs, losses or expenses we incur by selling back any volumes of **energy** purchased on your behalf (this will include any costs which we incur if there is a difference between the original purchase price and the sale price of the **energy**), for the period from the date the termination becomes

effective until the end of the **supply period** had the **contract** not been terminated early (as set out in your **contract details**) (rounded up to whole months); and

- 10.5.4 any other reasonable costs, **charges** or expenses we incur in relation to the termination.
- 10.6 For the avoidance of doubt, the recovery of **energy** costs for the purposes of clause 10.2.2 shall always be equal to or greater than £0.00.
- 10.7 Pursuant to clause 9.1.4, if a number of your **sites** are leaving and/or have left our supply and these **sites**, on aggregate, account for a significant proportion of the **energy** forecasted to be consumed under your **contract**, we may charge a **termination fee** in relation to any one or all of the **site** moves at our discretion and you will be liable to pay us such **termination fee(s)**. You agree that any such **termination fees** may also be applied retrospectively to your account.
- 10.8 This clause 10 does not apply to a **deemed site**.

## 11 Our rights to end this contract

- 11.4 We can end our **contract** with you immediately without prejudice to any other rights we have, and you will have to pay the **termination fee**, unless we agree otherwise, if:
  - 11.4.2 any of the circumstances in clause 6.1 applies and we are entitled to suspend or stop your supply;
  - 11.4.3 you commit a material breach of **contract** or you repeatedly breach the terms of this **contract**;
  - 11.4.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business), or where we reasonably believe there is a risk of these things happening;
  - 11.4.5 your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the **contract** have been placed in jeopardy;
  - 11.4.6 you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business), or where we reasonably believe there is a risk of these things happening;
  - 11.4.7 **Ofgem** tell us we must end the **contract** and/or they tell another supplier to take over the supply;
  - 11.4.8 the **transporter** or the **network operator** (or someone else on their behalf) isolates the **meter** or **smart meter**, removes the fuse from the **meter** or **smart meter**, or disconnects the **meter** or **smart meter** at the **site** and/or we suspend or stop the supply under clause 6.1 or if the **site** is disconnected, in which case we can end the **contract** in relation to that **site**;
  - 11.4.9 if keeping to any clause in this **contract** means you or we would be breaking the law; or
- 11.5 If the **contract** ends for any reason and another supplier has not taken over supply for that **site** (including due to us objecting to the transfer in accordance with clause 9.5), you will automatically be charged and you agree to pay our **standard variable rate** for your **energy**.

## 12 After this contract ends

### General

- 12.4 The termination of this **contract** for any reason will not affect any of the rights and remedies which you or we may have accrued up to the date of termination.
- 12.5 Any provision of the **contract** that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12.6 After this **contract** ends, you must pay us for all **energy** used at the **site** until it is registered with another supplier (or the supply to the **site** is disconnected or de-energised).

## Final Bills

12.7 If you do not give us an accurate **meter** reading at the end of the **contract**, we may change your final bill once we receive an **actual meter reading**. We may visit the **site** to check how much **energy** you have actually used and you will continue to grant us access in order to carry out a **meter** reading. We may use any security deposit you have paid to us to pay off what you owe under this **contract**.

## Credit Balances

12.8 If you have more than £100 of money ("**credit**") left on your account after we have told you the final amount that you owe us, taking into account any security deposit which we hold and after having deducted any outstanding debts or **charges** which you owe us under or in connection with this **contract**, we will take reasonable steps to contact you to return this credit. It is your responsibility to provide us with your new contact details to assist this process. If we do not have your new contact details, we will make reasonable attempts to contact you based on our records. This includes phoning and writing to you, and we may also use the records of a third-party tracing company.

12.9 We do not have to repay the **credit** if we have taken reasonable steps to contact you (as set out in clause 12.5 above) and twelve months have passed since we first tried to contact you.

12.10 If we have followed the process set out in clause 12.5 and the time periods set out in clause 12.6 have passed, you no longer have a right to repayment of the **credit** under the **contract**.

## 13 Liability

### Force Majeure

13.4 Without prejudice to your obligation to pay us the **charges**, neither party shall be in breach of the **contract** nor liable for delay in performing, or failure to perform, any of its obligations under the **contract** if such delay or failure result from events, circumstances or causes beyond its reasonable control (a "**force majeure event**").

13.5 The affected party shall notify the other party as soon as is reasonably practicable of the **force majeure event** and shall take all reasonable steps to mitigate its effects as quickly as possible. The affected party shall also notify the other party once the **force majeure event** has ended.

13.6 If a **force majeure event** continues for more than three (3) months, either party may terminate this **contract** immediately by providing written notice to the other party. If this **contract** is so terminated but the **sites** remain on our supply, the conditions of clause 7.3 and clause 7.6 shall apply.

### Our responsibility for loss or damage, including limitation of liability

13.7 Nothing in the **contract** limits any liability which cannot legally be limited, including liability for:

13.7.2 death or personal injury caused by negligence;

13.7.3 fraud or fraudulent misrepresentation

13.8 Subject to clause 13.4 and in no way limiting your liability to pay the **charges**, neither party shall be liable to the other party for loss or damage arising in connection with this **contract** (whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise) except for loss or damage to property arising from a breach of this **contract** which was reasonably foreseeable at the time this **contract** was entered into, provided that the liability of either party under this clause 13.5 shall not exceed the lower of: 6 (six) times the average monthly payment due from you for the affected **site**; and £100,000.

13.9 Without prejudice to clause 13.4 and clause 13.5 and also in no way limiting your liability to pay the **charges**, neither party will be liable to the other party whether in contract, tort (including negligence and breach of statutory duty), statute, or otherwise for any loss of actual or expected profit, savings, income, business, production, information, reputation, goodwill, financial loss, and/or the loss of use or corruption of software, data or information, and/or indirect or consequential loss or damage or for any liability of the other party to any other person.

- 13.10 We shall not be responsible, or liable to you, for any losses, costs, expenses, or additional charges caused by the acts or omission of a third party, including but not limited to **metering agents**.
- 13.11 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.
- 13.12 You will be liable to us for any loss, cost or liability of any nature we suffer or incur in relation to any act, omission, negligence or wilful misconduct on the part of any **TPI** you appoint to carry out any of your obligations under this **contract** or for any **customer metering agent** you appoint (including but not limited to their failure to provide us with any information we have reasonably requested in the timescale we have stipulated and which may result in us being in breach of our licence or industry obligations and incurring a financial penalty or fine).
- 13.13 Each clause in clause 13 applies separately. If a court or authority tells us we cannot enforce a certain clause, the other clauses will still apply.

## 14 Extra conditions for electricity supply contracts

### On-site Generation

- 14.4 If we ask you to, you agree to tell us in writing about any on-site generation and provide forecasts of any future production.

### Half-hourly metering

- 14.5 If any **supply point** is non-half-hourly and under **industry agreements**, you must arrange to have half-hourly metering installed and (subject to clause 1.4) 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.

### National Terms of Connection

- 14.6 By agreeing a **contract** for electricity, you are also entering into an agreement with your local **network operator**. That agreement relates to the National Terms of Connection. In clause 14.7 below, 'your supplier' refers to us.
- 14.7 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 where your **network operator** delivers electricity to, or accepts electricity from, your property or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the **site**. Your **network operator** will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your **network operator**, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, Tel 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## 15 Extra conditions for gas supply contracts

- 15.4 You are responsible for any gas escapes between the **meter** and your **site**.
- 15.5 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 otherwise 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).

### Gas Emergencies

- 15.6 Where your gas usage at any **supply point** exceeds 732,000 kWh or 25,000 therms of gas per year, you must

provide us with three named emergency contacts (including their name, job title and telephone number) who are contactable 24/7 prior to your **contract state date** (“**emergency contacts**”). These **emergency contacts** must be able to stop gas consumption immediately in the event of being notified of an emergency. If you fail to provide this information prior to your **contract state date**, this will result in a delay to the **contract start date** for which we will not be liable. You must give us seven (7) days’ notice of any changes to the **emergency contacts** information.

- 15.7 If we or the **transporter** or the **network operator** contact you because of a gas emergency pursuant to clause 15.3, you must follow any instructions which we or the **transporter** or the **network operator** give you regarding your gas supply.
- 15.8 If you fail to follow any instructions given by us or any of the aforementioned parties during a gas emergency, we or they may:
- 15.8.2 stop or limit the supply to your **supply points** and charge you for any reasonable cost incurred, or fees or **charges** imposed under **industry agreements** and for any disconnection/reconnection of the **supply points**; and/or
- 15.8.3 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.

## Interruptible Agreements

- 15.9 You must tell us before we agree **contract details** with you if you have agreed with the **transporter** or a previous supplier that your gas supply can be interrupted or stopped (an “**interruptible agreement**”). Additional terms and conditions will apply to your **sites** if you have an **interruptible agreement**, and we will provide these to you upon you confirming that you have an **interruptible agreement**.
- 15.10 If you do not tell us about an **interruptible agreement** 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.

## Compensation following interruption of supply in response to a gas deficit emergency

- 15.11 If your **sites** are subject to **firm load shedding** by a **transporter** due to a **gas deficit emergency**, we agree to credit your account (as soon as reasonably practicable) with a **DSR payment** provided that we receive such a **DSR payment** applicable to you from the relevant transporter. It is your responsibility to apply for any **DSR payment** to which you may be entitled. Except as set out in this clause, we have no responsibility to you for any compensation relating to a **gas deficit emergency**.

## 16 Extra conditions if you use a TPI

- 16.4 We will not discuss anything to do with this **contract** with a **TPI** unless we have received a valid letter of authority, acceptable to us, from you authorising us to do so. You can update your authorisation at any time by providing us with a new letter of authority. Any previous letter of authority will end when the new letter of authority becomes effective. You can cancel your letter of authority at any time by notifying us in writing of your decision. Unless it specifically states otherwise, we will assume that a letter of authority is valid for the duration of your **energy contract**.
- 16.5 If at any time, we wish to discuss a matter directly with you rather than your **TPI**, you accept that you are the contracting party and therefore we retain the right to contact you directly to discuss any aspect of the **contract** with you.
- 16.6 You agree to fully indemnify us against any action, or inaction, or negligence on the part of the **TPI** which impacts our ability to perform our obligations under this **contract** or puts us in potential breach of any of our licence or industry requirements.

## 17 Complaints

- 17.1 We occasionally make mistakes and when this happens, we want to deal with the problem straightaway. You can find details of our complaints handling process on our website at [britishgas.co.uk/business/complaints](https://britishgas.co.uk/business/complaints),

or please call us on 0330 100 0550\*. You can also resolve many issues through your online account. Log in or register today at [britishgas.co.uk/business/your-account/login](https://britishgas.co.uk/business/your-account/login)

17.2 If you are a micro business you can refer your complaint to the Ombudsman Services: Energy ([ombudsman-services.org/energy](https://ombudsman-services.org/energy)), if you have followed our complaints procedure and:

17.2.1 your complaint has not been resolved after eight weeks; or

17.2.2 we have sent you our final response to your complaint and you are still unhappy.

## 18 Changes to this contract

18.4 We can change the terms and conditions of this **contract** at any time. We will tell you about these changes in writing (including by email or through your online account) before they take effect, which may include referring you to our website for details or sending you new terms and conditions by post or by email or by making them available to you online.

18.5 If you are on a **standard variable rate**, we can change your **prices** at any time by giving you 30 days' notice.

## 19 Using personal information

19.4 Where you provide us with, or allow us access to, personal data relating to any living individual (hereafter called "**data processing activities**"), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals of these **data processing activities** and the existence of our Privacy Notice at <https://www.britishgas.co.uk/business/privacy-policy> each time you provide them with your privacy notice.

## 20 Additional contract terms

### Notices

20.4 Any notice which you send to us must be in writing and sent to [mybusinesscontract@britishgas.co.uk](mailto:mybusinesscontract@britishgas.co.uk). The notice must provide sufficient information, which must include your **energy** supply account number, for us to be able to identify you, your **contract** and your **site(s)**, otherwise we will not be able to accept it.

20.5 We may send notices under this **contract** to you by post, courier or guaranteed or special delivery service, or by email address to the last known email address that you have provided to us. Notices may also be delivered by hand.

20.6 Notices will be considered to have been received as follows:

20.6.2 If sent by post, it will be considered to have been received two working days after it was sent.

20.6.3 If sent by courier or guaranteed or special delivery service, it will be considered to have been received on the date when it is recorded as having been delivered and signed for.

20.6.4 If sent by email, it will be considered to have been received that day.

20.6.5 If delivered by hand, it will be considered to have been received that day.

### No waiver

20.7 If we delay or fail to exercise any right or remedy under this **contract**, this will not act as a waiver of that or any other right or remedy and it will not prevent or restrict us from exercising that or any other remedy.

### Invalidity

20.8 If a court or other competent authority determines that any part, or parts, of this **contract** are illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the **contract**.

## Entire agreement

20.9 This **contract** constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

## Third-party rights

20.10 Only you and we can enforce any of the conditions of your **contract** and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to your **contract**.

## Assignment

20.11 We can transfer, subcontract, assign or novate any or all of our rights (including the right to recover the **charges**) or obligations under this **contract**.

20.12 You may not transfer the **contract** or any of your rights or responsibilities under it without first obtaining our written permission.

## Counterparts

20.13 This **contract** may be executed in any number of counterparts and by different parties on separate counterparts, each of which when executed and delivered shall be an original and all of which together shall constitute a single **contract**. This **contract** shall not be effective until each party has executed and delivered at least one counterpart.

20.14 Transmission of an executed counterpart of this **contract** (but, for the avoidance of doubt, not just a signature page) by post or email (in PDF) or through docusign shall constitute an original and shall be deemed to be binding when delivered.

## Governing law & jurisdiction

20.15 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.

## 21 Defined Terms

**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**.

**Agent:** our formally appointed agents and subcontractors

**Capacity:** means the capacity of each **supply point** agreed with the relevant **network operator** or **transporter**

**Charges:** the amounts you must pay us under this contract, including **prices** and any other costs or charges payable under the **contract**, including any **pass-through charges**

**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

**consumption data:** energy usage data recorded by your **smart meter**

**contract:** these terms and conditions of supply, which will apply even where we have not agreed **contract details** (as described in clause 1), any **contract details** which we provide to you, and any side letters or other documents which we agree in writing form part of the **contract** between us

**contract details:** a document that we give you as well as this **contract** which gives details about the **supply period**, your **site** or **sites** and your supply details which may incorporate an annex. Where we have agreed **contract details**, a reference to **contract** also includes **contract details**

**contract start date:** has the meaning given in clause 1.5

**customer metering agent:** has the meaning given in clause 5.22

**deemed rates:** prices we charge you for **energy** supplied to a **deemed site**. The current **deemed rates** can be found on our website: [www.britishgas.co.uk/business/deemed](http://www.britishgas.co.uk/business/deemed)

**deemed site:** the **site** or **sites** this **contract** applies to in the circumstances set out in clause 1.8

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

**Direct Debit:** type of pre-authorised payment under which you as an account holder authorise a bank to pay a fixed or variable amount directly to us at regular (usually monthly or quarterly) intervals

**DSR payment:** a payment made to us in relation to emergency steps to reduce or discontinue the supply of gas by a **transporter** due to a **gas deficit emergency**

**electronic signature:** signature compliant with the Electronic Signatures Regulations 2002

**energy:** gas or electricity (or both)

**firm load shedding:** the reduction or discontinuance of gas to a **meter** in order to keep the gas transportation network safely pressurised

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

**gas deficit emergency:** where there is a higher demand for gas from the gas transportation system compared to the actual amount of gas available

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

**interruptible gas supply:** where the **transporter** or we can stop or reduce the supply of gas to your **supply point**

**managing agent:** a third party which you have told us is responsible for paying the **energy** bills relating to your **energy contract** on your behalf, evidenced by a letter of authority

**meter:** the meters and equipment for measuring and providing information on the gas and electricity you use

**micro business:** 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**. The consumption threshold applies to the fuel being supplied

**metering agent:** a provider of a service connected with the **meter**, including installation, operation, maintenance, **meter** reading, data collection, data processing and/or data aggregators who we, or you, appoint to carry out the metering services required

**moving notice:** the notice you must give us if you are moving out of a **site** (see clause 9)

**network operator:** the company licensed to run the electricity distribution or gas network for your area

**non-interruptible customer:** (i) you have not agreed with the **transporter** or a previous supplier that your gas supply can be interrupted or stopped in the event of a **gas deficit emergency** or (ii) where you have agreed an **interruptible agreement** but you failed to notify us of this prior to agreeing **contract details** with us, in accordance with the terms of this **contract**

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

**pass-through charges:** where **charges** are indicated in the **contract** as pass-through or excluded from the **prices**, the **charges** may be subject to change from time to time. We will bill you for the actual charges as published or in some circumstances we bill use on provisional charges and reconcile these charges at a future date which we will notify you of

**price:** the **prices** we will charge you for supplying **energy** to your **sites**

**priority classification:** has the meaning given in clause 15.2

**site:** a property we supply **energy** to under this **contract**

**smart meter:** a **meter** which, as well as measuring your **energy** consumption, can also carry out other roles, for example, allowing us to read the **meter** remotely and gather information related to your use of **energy**

**standard variable rate:** variable charges that apply to a **site** where a **fixed-term contract** has ended but you have not left our supply and have not agreed a new **contract** with us

**supply period:** the period commencing on the **supply start date** and ending on the date you leave our supply

**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**

**TPI:** a third-party intermediary instructed by you to act on your behalf, including but not limited to, an energy broker, **managing agent** or consultant

**transporter:** a company licensed to transport gas through the gas transmission system and/or distribution networks to the **site**

**VAT:** value added tax as described in the Value Added Tax Act 1994