

Terms and conditions for small businesses (‘general conditions’)

August 2020

Version 13

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 at britishgas.co.uk/business/privacy.

These are the British Gas terms and conditions for small businesses ('**general conditions**') which apply to your **energy contract**.

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Our website shows the most up to date version of these general conditions at britishgas.co.uk/business/terms.

1 Do these general conditions apply to my business?

- 1.1 These **general conditions** apply to all **sites** which you are responsible for and which we supply **energy** to. These **general conditions** apply in addition to the **product terms** which apply to your **site(s)**. Your **welcome pack** sets out which **product terms** apply to your **site(s)**.
- 1.2 You and we agree that this **contract** is for the supply of **energy** for totally or mainly non-domestic use by **micro business** and small to medium sized business customers. You must tell us if this is not true and/or if the usage changes.
- 1.3 If **energy** usage at your **site(s)** is for totally or mainly domestic purposes we may terminate this **contract** or move you onto 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 **contract** so that it becomes totally or mainly domestic, we may transfer you onto the appropriate domestic tariff (and the terms and conditions of that tariff will apply to you) at the end of your **contract**.
- 1.4 If your:
 - 1.4.1 gas consumption is more than 732,000 kWh per year for any single **meter** or if the total consumption for all of your **meters** exceeds 3 GWh or your total contractual spend for all of your **meters** is more than £100,000 per year; and/or
 - 1.4.2 electricity consumption for all of your **meters** is more than 1 GWh or your total contractual spend for all of your **meters** is more than £100,000 per year; we may move you onto what we consider is the appropriate non-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 **contract**, we may transfer you onto the appropriate non-domestic tariff (and the terms and conditions of that tariff will apply to you) at the end of your **contract**.
- 1.5 If there is any difference between these **general conditions** and any other **contract** document between us, including your **contract details**, these **general conditions** take priority, unless we have agreed otherwise in writing with you.
- 1.6 Certain words used in these **general conditions** are highlighted in bold because we have given them specific meanings. These meanings are set out in clause 20 (Glossary), which also contains an explanation of how you should interpret certain words or phrases.

2 When does this contract and my energy supply start?

Contract start date

- 2.1 We agree to make available and you agree to accept **energy** at your **site(s)** under the terms and conditions of this **contract**.
- 2.2 Your **contract** for any **site** will start with us either when we agree a **contract** with you over the phone, electronically or in writing (by signing a contract), or when we send you the **welcome pack** with the agreed terms, whichever comes sooner (**contract start date**).
- 2.3 You must provide us with any evidence we reasonably ask for to allow us to check your identity. You agree that we may check your credit score before this **contract** starts and at any other time during this **contract**, in accordance with the terms of clause 5.

Energy supply start date

- 2.4 If we do not already supply the **site**, we will aim to complete the transfer of your supply within 21 days of the **contract start date** unless you ask us to start the supply at a later date.
- 2.5 The transfer of your supply may be delayed:
 - 2.5.1 if your existing supplier blocks the transfer to us;
 - 2.5.2 if we do not have all the information we need to take over the supply despite taking reasonable steps to obtain it; or
 - 2.5.3 due to circumstances outside of our reasonable control.
- 2.6 We can cancel your **contract** if we are not able to transfer your **site(s)** from your existing supplier(s):
 - 2.6.1 for reasons outside of our reasonable control or if you provide us with false, incomplete or inaccurate information; in either case we will not be liable for any costs which you incur; or
 - 2.6.2 if you enter into a subsequent **contract** with an alternative supplier before we have been able to transfer; in this case you will pay us for any reasonable costs or expenses that we incur as a result.

2.7 By agreeing **contract details** for a **site**, you:

- 2.7.1 confirm that you are responsible for or that you use each **site**;
- 2.7.2 confirm that the **energy** used at any **site** is used totally, or mainly for non-domestic purposes;
- 2.7.3 agree that if you owed us any money before the **contract start date** (for any of your **sites** we supply, including for a **deemed site**), you will also owe it to us under this **contract** and you will have to pay any money you owe us;
- 2.7.4 agree that we are responsible for delivering the supply from outside a **site** to the **meters** and that you are responsible for the **energy** from the **meters** into your **site**;
- 2.7.5 confirm that you have the necessary authority to enter this **contract** on behalf of the organisation which you represent;
- 2.7.6 confirm that your previous supplier has no reason to stop the transfer of your supply to us and that you will pay us for any charges owed to your previous supplier that may be transferred to us (for example, transportation or energy distribution charges for your **site**), together with any of our and your last supplier's administration charges; and
- 2.7.7 agree that if you are a partnership, we may claim from you or any of your partners any money you owe us under this **contract**.

Clause 2.7.6 does not apply to a **deemed site**.

3 Prices, costs and charges

Charges for your energy supply

- 3.1 You agree to pay us for supplying **energy** to your **site(s)** at the **prices** set out in your **contract details** and for other **charges** which apply under this **contract** (such as those described in clause 3.3).
- 3.2 Our **prices** may also include a **standing charge**, the details of which will be set out in your **contract details**. The **standing charge** is a cost related to making energy available at your **site**. It will apply even if the **site** is empty, or if you are not using **energy** at your **site**.

Additional costs and charges which may apply

- 3.3 We can apply additional costs and **charges**:

- 3.3.1 if you are in breach of this **contract**. We can recover our costs of enforcing this **contract**, including any administrative and/or third-party costs (for example, the cost of trying to contact you or visiting you). This can include, without limitation, our reasonable costs:
 - 3.3.1.1 where an attempted payment fails;
 - 3.3.1.2 related to recovering any debt from you;
 - 3.3.1.3 of stopping, disconnecting or reconnecting your supply (including, by way of example only, the costs associated with getting a warrant to enter your **site**);
 - 3.3.1.4 if you fail to keep an agreed appointment with us or our **agents** at a **site** and/or if you prevent us or our **agents** from reading or working on your **meter**;
 - 3.3.1.5 if you interfere with your **meter** or steal gas or electricity.
- 3.3.2 For reading your **meter** or **smart meter** if it is required more frequently than the normal **meter** or **smart meter** reading schedule or **industry agreement**.
- 3.3.3 For any amounts that, by law, we must include in your bill (for example, if the Government introduced a scheme for customers to pay for energy efficiency measures through their energy bills).
- 3.3.4 For 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;
- 3.3.5 If you fail to provide your account number when you make a payment to your account, for the costs we incur trying to allocate your payment to your account.
- 3.3.6 An excess capacity charge will be applied if you exceed your **agreed supply capacity**. This charge is applied by your **network operator** and is passed on to you through the bill we send to you. Please note you can contact your **network operator** at any time to check your **agreed supply capacity** and to speak to them if there is a change in business **energy** requirements which could affect your **agreed supply capacity**.
- 3.4 If your **meter** or **smart meter** supplies other addresses or any parts of a **site** that you do not own or use, you must tell us about it. You will be responsible for paying us for all the **energy** that is supplied through your **meter** or **smart meter**, even if it is used at the other addresses or other parts of the **site** unless we have agreed otherwise with you in writing.

- 3.5 You must tell us if a tenant or occupier moves into a **site** and send us their contact details, along with **meter** readings (including an up to date **smart meter** reading) if we do not have one for the relevant **supply points**. You will be responsible for paying for the **energy** that is used at your **site(s)** unless a tenant or occupier that we have authorised has taken over responsibility for the **supply point**.

VAT and CCL

- 3.6 If they apply, you must pay UK taxes and duties, including **VAT** and **CCL** at the appropriate rates, on our **prices** and other **charges** in line with the existing legislation. We will add these amounts to your bills.
- 3.6.1 We will charge you **VAT** on supplies of gas or electricity (or both) to the **site**. This will be at the standard rate unless the following apply:
- 3.6.1.1 you send us a completed, valid **VAT** certificate that shows you do not have to pay for gas and electricity at the standard rate of **VAT** at the **site**. If you do this, we will charge you **VAT** at the appropriate reduced rate from the date we receive the form on all or part of your supply that is eligible for the reduced rate of **VAT** as shown by the percentage you declare on your **VAT** certificate. Note that we may share your **VAT** certificate with HM Revenue & Customs (HMRC);
- 3.6.1.2 the supply to your **site** is below the limits set by HMRC. If this is the case, we will automatically charge you **VAT** at the reduced rate.
- 3.6.2 We will charge you **CCL** on the gas or electricity (or both) you use, unless:
- 3.6.2.1 CCL** does not apply (because the reduced rate of **VAT** applies to the supply at the **site** – see clause 3.6.1); or
- 3.6.2.2** you qualify for an exemption or discount from the full **CCL** rate (in line with Schedule 6 of the Finance Act 2000). If you are eligible for an exemption or discount from the full rate of **CCL**, you must send us a completed PP11 form (or any other document that replaces the PP11 form) at least ten days before the start of your **supply period** with us. You can get the PP11 form from HMRC. If you send us a completed PP11 form after we have started to supply your **site** with gas or electricity, by law there is a maximum period for which we can apply any appropriate exemption or discount to gas or electricity we supply to your **site**. This means that we can only apply the exemption or discount to gas or electricity we have supplied to you, at the **site**, from the date which is four years before the date on which we receive the form.

- 3.6.3 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, you will have to pay the difference to us if we demand on an invoice, or directly to HMRC if they demand.
- 3.6.4 If you have sent us a **VAT** certificate or PP11 form, it is your responsibility to tell us if the purpose that you use gas or electricity for at your **site** changes. Please send the **VAT** certificate or PP11 form to:

British Gas, Business Customer Operations, Winnall Down Farm,
Alresford Road, Winchester, Hampshire SO21 1FP, or go online and click the chat button at [britishgas.co.uk/business/help-and-support](https://www.britishgas.co.uk/business/help-and-support) and we will send you the latest version.

4 Payment

Paying your bill

- 4.1 We will send you bills at regular intervals (usually monthly or quarterly) which may be based on **actual meter readings**, a **smart meter** reading, or an estimated **meter** reading. You must pay the money you owe in full to us by the payment due date shown on the bill.
- 4.2 You should include your account number when you make your payment so that we can allocate it to your account. If you make a payment without this information, we may not be able to match your payment to your account and we may deduct from your payment the costs we incur in allocating your payment to your account.
- 4.3 If you pay a fixed amount by direct debit, your payment amount may change if your usage (or our estimation of it) changes, if we change our **prices** or if you owe us money. We will tell you before we make changes. Where an attempted direct debit payment fails, we may (in our sole discretion) apply an administration charge or we may increase our charges as reasonably required.
- 4.4 If any of the bills we send you are not accurate, and we send you a new bill, you must pay it by the due date on that new bill. This clause 4.4 will still apply after this **contract** ends and we have sent a final bill to you.

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://www.britishgas.co.uk/business/financial-difficulty)

- 4.5 If you disagree with any amount we have charged you, you must tell us immediately and provide us with any information you have which supports your view that there is a genuine and substantial disagreement.
- 4.6 Without prejudice to clause 4.5, if you disagree with any amount we have charged you:
- 4.6.1 you must pay us the higher of 75% of the full amount of the bill or the undisputed amount by the due date, and you must continue to pay any future bills;
 - 4.6.2 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; and
 - 4.6.3 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 remaining debt within ten 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. If you still disagree with our decision that you owe us money, clause 17 (Complaints) sets out the procedure you should follow.
- 4.7 When you make a payment, we will decide how we apply it against your outstanding balance. For example, we may pay the oldest amounts you owe us first even if you have told us that the payment relates to another amount you owe us. If some of your **sites** are in credit, we may use this credit to pay off any debit balance of your other **sites**. If you leave our supply, or if any bill is overdue, we may use any money we owe you (including any credit), or any security deposit you have paid, to pay off what you owe under this or any other arrangement.

Late payment of bills

- 4.8 If you do not pay your bill by the date shown on the bill, we may charge you:
- 4.8.1 our costs as set out in clause 3.3 (Additional costs and charges which may apply); and /or
 - 4.8.2 interest (on amounts you do not disagree with) at 4% above HSBC Bank's base rate from the day after the bill was due.
- 4.9 Without prejudice to clause 4.7, if there is debt on your account, we will stop you from switching suppliers until the debt is paid in full. This clause 4.9 shall not apply to a **deemed site**.

If we don't bill you

- 4.10 If you are a micro business customer and we make a mistake and don't bill you for your **energy** within twelve months of you using it, you won't have to pay for that **energy** unless one of the scenarios in clause 4.11 applies to you.
- 4.11 If any of the following scenarios apply to you, we can send you a bill for **energy** you used more than twelve months previously and you will be responsible for paying us for it:
 - 4.11.1 if you have not allowed us to access your **meter** to take a **meter** reading and so provide you with an accurate bill;
 - 4.11.2 if you have acted unlawfully and tampered with your **meter** or where your **meter** is not operating correctly and you won't let us fix it;
 - 4.11.3 if you have unreasonably avoided payment;
 - 4.11.4 if you have acted unreasonably in preventing us from accurately billing your account.

5 Securing your ability to pay

- 5.1 We may check your credit score at any time before or during this **contract**. If we have concerns about your credit standing or we reasonably believe that you may not be able to pay your bills on time and in full, we may:
 - 5.1.1 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;
 - 5.1.2 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);
 - 5.1.3 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;
 - 5.1.4 require you to arrange for a guarantee in the form we request from your parent company or from one or more directors, shareholders or members, confirming that they will be responsible for any amounts due under this **contract**;

- 5.1.5 require you to provide any other form of security; or
- 5.1.6 charge you different **prices** or change your payment terms (providing that such change(s) reasonably reflect the credit risk to us).

6 Meters, smart meters and access to your site

Meter readings

- 6.1 We can ask you for a **meter** reading before we start supplying your **energy**. You must advise us of that **meter** reading within ten days of our request.
- 6.2 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**.
- 6.3 You must give us a **meter** reading at least once every twelve months or more frequently, if we ask you to. You must advise us of that **meter** reading within ten days of our request. We may prompt you to give us a **meter** reading by telephone, sms text message, email or through your online account.
- 6.4 Your bill will be based on either an **actual meter reading** or an estimated **meter** reading. To enable an **actual meter reading**, you must allow us or an appointed agent, access to your **site(s)** at any time to read the **meter**. The **meter** must be visible to us or an appointed agent, at any time.
- 6.5 If you disagree with a **meter** reading we have used, you must tell us within 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 4.5 - 4.7 shall apply.

Smart meter readings

- 6.6 You agree to let us use the **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 6.20) or monitor the **energy** you use, in accordance with your data preferences.
- 6.7 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.
- 6.8 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 let us know at any time, by visiting britishgas.co.uk/business/smartoout.

- 6.9 If we collect your **consumption data** more than once a month, we may use this information for purposes other than billing you, such as allowing you to use **energy analytics** tools to monitor your usage. You can object to us using your **consumption data** for any additional purposes (although this will mean you won't have access to such tools, for example) by calling us on the number set out in clause 6.8.
- 6.10 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

- 6.11 We will make any necessary arrangements to provide a **meter** or a **smart meter** at each **site** and you agree to co-operate with those arrangements unless we agree other arrangements with you (for example, if we agree with you that you will provide your own **meter** or **smart meter**). If we do agree other arrangements with you, you will pay us for any reasonable costs or expenses that we incur relating to those arrangements. You are solely responsible for ensuring that any **meter** or **smart meter** you provide complies with all relevant regulatory requirements.
- 6.12 We are not responsible for any **meter**, **smart meter** or other fitting that we do not own or provide.
- 6.13 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 **agent's** 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**.
- 6.14 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):
- 6.14.1 for any reason that relates to your supply or **meter** or **smart meter**, pipes or wires (this includes reading, inspecting, repairing, exchanging (including changing your **meter** for a **smart meter**), reconfiguring, testing, installing, isolating or removing a **meter** or stopping your supply);
 - 6.14.2 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);

- 6.14.3 if there is a risk of danger or if there is an emergency;
- 6.14.4 if we have stopped supplying your **site** and we want to collect any **meter** or **smart meter** that belongs to us; or
- 6.14.5 if we need to visit your **site** for any other reason and can do this legally.
- 6.15 Subject to clauses 6.16 and 6.17, where we own 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 **industry agreements**), we will replace or repair the **meter** or **smart meter** as soon as reasonably practical at our cost.
- 6.16 If we ask to test your **meter** or **smart meter**, we will pay for it.
- 6.17 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:
- 6.17.1 working properly, we will not refund the amount paid for the test;
 - 6.17.2 not correctly recording the **energy** you use, we will refund the amount you paid for the test. If the **meter** has been incorrectly recording your **energy** usage and you have paid for:
 - 6.17.2.1 more **energy** than you should have, we will pay you back the amount you have overpaid; or
 - 6.17.2.2 you have paid for less **energy** than you should have, we will send you a bill in relation to such underpayment.
- 6.18 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.
- 6.19 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).

Disconnecting and reconnecting your meter or smart meter

- 6.20 If we supply **energy**, 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:

- 6.20.1 you ask us to in writing, (provided that you pay us any relevant **charges** for stopping the supply);
 - 6.20.2 we are required to due to safety or security reasons;
 - 6.20.3 we are required by law, regulation, or **industry agreement**;
 - 6.20.4 you break any of your material responsibilities under your **contract** (including, if you do not pay your **energy** bills by the due date); or
 - 6.20.5 you provide us with false information or you fail to provide us with information required in relation to clause 2.7 and/or clause 8;
 - 6.20.6 you become subject to, or we reasonably believe that you are about to become subject to, any of the events listed in clauses 10.1.1 to 10.1.4.
- 6.21 We do not have to restart the supply of **energy** to your **site** until you have:
- 6.21.1 asked us to do so in writing; and/or
 - 6.21.2 paid any outstanding **charges**, including any costs or **charges** owed subject to clause 3.3 and/or any costs for stopping supplying your **site** and/or re-energising or re-connecting your **site**; and/or
 - 6.21.3 complied with any requirements which we have stipulated in relation to clause 5; and/or
 - 6.21.4 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).
- 6.22 We may charge you for additional costs and **charges** in accordance with clause 3.3 (Additional costs and charges which may apply).

Appointing your own metering agent(s)

- 6.23 Our **contract** with you assumes that we will appoint metering agents to carry out services in connection with your **contract**. Clauses 6.24-6.27 apply where you wish to appoint your own metering agent(s) ("**customer metering agent**").
- 6.24 If you appoint your **customer metering agent** you must ensure that they are properly qualified. The **customer metering agent** is responsible for ensuring that the meter at the premises is appropriate for your usage and that it complies with all industry standards and certifications.
- 6.25 If, acting reasonably, we have concerns about your **customer metering agent** we may reject or delay their appointment.

6.26 If the **customer metering agent**:

6.26.1 fails to perform;

6.26.2 ceases to be properly **qualified**; and/or

6.26.3 causes or may cause us to be in breach of our licence conditions, this shall be deemed to be a '**customer metering agent failure**'.

6.27 In the event of a **customer metering agent failure**, we may:

6.27.1 appoint a replacement metering agent;

6.27.2 pass through to you (and you will pay) any costs we incur, including but not limited to additional operating costs, regulator/industry fines or penalties; and/or

6.27.3 charge you our **VPP prices** until you have worked with the **customer metering agent** to resolve the situation to our satisfaction.

7 When we can stop your supply

7.1 We can refuse to supply you with **energy** or tell you to stop or limit your use of it (and you must comply with any such instructions) if:

7.1.1 there is an emergency or we need to test emergency or safety procedures;

7.1.2 you are in breach of the terms of this **contract**. This includes, without limitation, your failure to pay us **charges** or any other sums when they become due and/or your failure to comply with a request for security in accordance with clause 5;

7.1.3 circumstances beyond our reasonable control prevent us from supplying you;

7.1.4 **Ofgem**, the **transporter** or the **network operator** instruct us to do so or any laws or regulations relating to the **energy** supply allow us to;

7.1.5 you have agreed that your supply can be interrupted in certain circumstances;

7.1.6 we believe your **meter** or **smart meter** is not set up properly or is unsafe. This includes the situation where we have not been able to read a **meter** or **smart meter** or if we believe the **meter** or **smart meter** has been interfered with; or

- 7.1.7 we have reasonable grounds for believing that you have moved out of a **site** or you have told us that you are moving out of a **site**, and you have not provided us with details of the person who is now responsible for the **site** as is required pursuant to clause 8.
- 7.2 If clause 7.1 applies, we may stop your supply (this includes stopping your supply from outside your **site**, if your **meter** or **smart meter** has equipment that allows us to do so) and/or pursue any other remedy available to us as a matter of law.
- 7.3 We will not be liable to you for any loss you may suffer as a result of stopping or limiting your supply or for any delay in reconnecting or restoring your supply.

8 Moving out of or changing a site

Moving out of a site permanently

- 8.1 If you are going to leave a **site** permanently, you must give us at least 28 days' notice in writing or over the phone ('**moving notice**'). Your **moving notice** must tell us when you are leaving the **site**, your new contact details and the name and contact details of whoever is now responsible for the **site** (for example, the landlord, or new owner or new tenant). We may ask you to provide proof that you are leaving the **site** and/or that there is a new tenant or owner at the **site** you are leaving. If you do not provide us with requested evidence within a reasonable time frame, we'll assume you are still responsible for the premises and this **contract** will continue.
- 8.2 On the date you leave the **site**, you must give us final **meter** reading(s) so that we can send you a final bill. This must be paid in full before we close your account, otherwise this **contract** will continue to apply until you have paid.
- 8.3 Without prejudice to clause 7.1.7, if you do not give us **moving notice**, this **contract** will continue to apply to that **site** and you will still be responsible for paying all **charges** for the supply at the **site** until:
- 8.3.1 you have provided the information we need under clauses 8.1 and 8.2, your **moving notice** has ended and you have left the **site**; or
 - 8.3.2 another owner or occupier takes over the supply at the **site**.
- 8.4 If you leave, let or sublet a **site** and you owe us money, this **contract** will apply until you have paid what you owe us under this **contract**.
- 8.5 Clauses 8.1 – 8.4 inclusive do not apply to a **deemed site**.

Moving out of a site and moving your contract to your new site

- 8.6 If you are leaving the **site** to move to a new address, we may agree with you that you can transfer your **contract** to your new **site**. If we agree to the transfer, we will send you new **contract details** as described in clause 2.2 and your **energy** supply to the new **site** will start from the date on which we take over the supply at the new **site** or, if we already supply the new **site**, on the date we agree this with you.

9 Changing this contract

- 9.1 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.
- 9.2 If there is any change to any law or regulation, decision or advice by a **regulatory authority** which applies to this **contract**, we may change the terms of this **contract**, including the **charges**, as we consider reasonably necessary to reflect those changes.

10 Ending the contract

- 10.1 We can end our **contract** with you immediately if:
- 10.1.1 you commit a material breach of **contract** (this includes, without limitation, you failing to pay any bill in full by its due date, subject to the provisions of clause 4.6, or you fail to comply with a request which we make in relation to securing your ability to pay (clause 5)) or you repeatedly breach the terms of this **contract**;
 - 10.1.2 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
 - 10.1.3 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;
 - 10.1.4 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;

- 10.1.5 **Ofgem** tell us we have to end the **contract** and/or they tell another supplier to take over the supply; or
- 10.1.6 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 7.1 or if the **site** is disconnected, in which case we can end the **contract** in relation to that **site**.

11 What happens when the contract ends

General

- 11.1 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.
- 11.2 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.
- 11.3 After this **contract** ends, you must pay us for all **energy** used before it ended based on the **charges** relevant to the **product** which applies to your **site(s)**. You must also pay us for any **energy** you use after the **contract** ends until your **site(s)** are registered with another supplier. We will advise you what **charges** will apply to your **site(s)** in these circumstances.

Final bill(s)

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

Outstanding debts and charges

- 11.6 Subject to clause 4.6, on termination of the **contract** for any reason you shall immediately pay all of our outstanding unpaid invoices and interest.

If your account is in credit

- 11.7 If you have more than £10 of money (**'credit'**) left on your account after we have calculated 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 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.
- 11.8 We do not have to repay the **credit** if we have taken reasonable steps to contact you (as set out in clause 11.7, above) and twelve months have passed since we first tried to contact you.
- 11.9 If we have followed the process set out in clause 11.7 and the time periods set out in clause 11.8 have passed, you no longer have a right to repayment of the **credit** under the **contract**. However, we may allow you to claim repayment of the **credit** if you can give us the necessary information we ask for and we are able to identify the unclaimed money on your account.

12 Our responsibility for loss or damage

- 12.1 Nothing in this **contract** shall limit or exclude our liability for:
- 12.1.1 death or personal injury caused by our negligence, or the negligence of our employees, or **agents**; or
 - 12.1.2 fraud or fraudulent misrepresentation.
- 12.2 Subject to clause 12.1:
- 12.2.1 we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 12.2.1.1 loss of actual or expected profit or savings; or
 - 12.2.1.2 indirect or consequential loss; or
 - 12.2.1.3 loss of income, business, information or data, reputation or goodwill; or
 - 12.2.1.4 any loss or damage due to circumstances beyond our reasonable control; or

- 12.2.1.5 loss which is caused by you not keeping to your responsibilities under the **contract**, including, without limitation your failure to comply with any instructions issued to you in connection with this **contract** (for example in relation to dealing with an emergency); or
 - 12.2.1.6 loss or damage caused by the **transporter** or **network operator** in excess of the amount we are entitled to recover from them on your behalf.
- 12.3 Subject to clause 12.1 and clause 12.2, our total liability to you in respect of all other losses arising under or in connection with the **contract**, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000.
- 12.4 Each clause in clause 12 applies separately. If a court or authority tells us we cannot enforce a certain clause, the other clauses will still apply.

13 Extra conditions for electricity supply contracts

National Terms of Connection

- 13.1 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 (NTC). In clause 13.2 below, '**your supplier**' refers to us.
- 13.2 **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 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** deliver 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, 4 More London Riverside, London SE1 2AU, phone 0207 706 5100, or see the website at connectionterms.org.uk.

14 Extra conditions for gas supply contracts

Anticipated changes to the amount of gas you intend to use

- 14.1 You must tell us beforehand if you expect the amount of gas you use at any **supply point** to increase or reduce significantly. We cannot guarantee to supply you with more gas than the yearly quantity or the maximum capacity the **transporter** has registered and made available for any of your **supply points**. You may have to pay extra **charges** associated with providing extra quantities of gas to you.

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

- 14.2 You must tell us if you have 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** (an **interruptible agreement**). If you have an **interruptible agreement** and your supply is interrupted or stopped by us, or by the **transporter**, as a result of **firm load shedding** due to a **gas deficit emergency**, you may be eligible for a compensation payment from us. If you do not tell us you have an **interruptible agreement**, or if you do not know, clause 14.3 will apply to you.
- 14.3 If you do not have an **interruptible agreement** but your **site(s)** are subject to **firm load shedding** by a **transporter** due to a **gas deficit emergency**, we agree to pay you (as soon as reasonably practicable) a **DSR payment** provided that we receive a payment applicable to you from the relevant **transporter**.

Gas emergencies

- 14.4 Where your gas usage exceeds 732,000kWh per year, you must provide us with three named **'emergency contacts'** (including their name, job title and telephone number) who are contactable 24/7. You must give us seven (7) days' notice of any changes to the **emergency contacts** information.
- 14.5 If there is a gas emergency, we or the **network operator** may instruct the **emergency contacts** to stop using gas. If this happens, you must not restart using gas until we or the **network operator** have told you to do so.

15 Extra conditions if you are a green deal bill payer

- 15.1 If you are a **green deal bill payer** extra conditions apply to your **contract**. You can find these at britishgas.co.uk/business/terms.

16 Extra conditions if you use a TPI

- 16.1 We will not discuss anything to do with your **contract** with a **TPI** unless we have received a valid letter of authority from you authorising us to do so. You can update your authority 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, a letter of authority is valid for the duration of your **energy contract**.
- 16.2 It is your responsibility to pay your bills, even if you have appointed a **TPI** to do this. We reserve the right to correspond with and take appropriate action against you directly in the event your **TPI** fails to pay a bill as expected.
- 16.3 Where you have authorised us to work with a **TPI** on your behalf, this does not prevent us from contacting you directly at any time including in relation to any terms of your **contract** with us.
- 16.4 You will 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 straight away. You can find details of our complaints handling process on our website at britishgas.co.uk/business/complaints.
- 17.2 If you are a **micro business** you can refer your complaint to the Ombudsman Services: Energy (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 Using personal information

- 18.1 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 britishgas.co.uk/business/privacy each time you provide them with your privacy notice.

19 Other information

19.1 Notices

- 19.1.1 Any notice which you send to us must be in writing and sent to: British Gas, Business Retention Team, Winnall Down, Alresford Road, Winchester, Hampshire SO21 1FP, or by email to businessrenewals@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.

- 19.1.2 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.
- 19.1.3 Notices will be considered to have been received as follows:
- 19.1.3.1 if sent by post, it will be considered to have been received two working days after it was sent;
 - 19.1.3.2 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;
 - 19.1.3.3 if sent by email, it will be considered to have been received that day;
 - 19.1.3.4 if delivered by hand, it will be considered to have been received that day.

19.2 No waivers

- 19.2.1 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.

19.3 Invalidity

19.3.1 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**.

19.4 Entire agreement

19.4.1 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.

19.5 No third party rights

19.5.1 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**.

19.6 Transfer of rights

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

19.6.2 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**.

19.7 Governing law

19.7.1 The laws of England and Wales or Scotland apply to this **contract**, depending on whether the **site** is in England and Wales or Scotland.

19.8 Violence, aggression or abuse

19.8.1 We will not accept violence, physical aggression or spoken or written abuse towards our staff and may take legal action or refer this action to the police.

20 Glossary

The following definitions and rules of interpretation apply to this **contract**.

20.1 Definitions

actual meter reading	Where we, or an appointed agent read the meter at your site , we receive consumption data from your smart meter , or where you give us an accurate reading from your meter .
agreed supply capacity	This is the amount of power that can flow through the exit point from the distribution system to your installation and it will be expressed in kVA (kilovolt amperes). This is agreed between yourself and your network operator .
agent	Our formally appointed agents and sub-contractors.
British Gas	British Gas Trading Limited ('we', 'us', 'our').
below certain limits	Where we do not supply you with more than 4397 kWh of gas a month or more than 1000 kWh of electricity a month at the site .
CCL (climate change levy)	The tax (charged in the UK) on the commercial and industrial use of gas or electricity (or both) set out in Schedule 6 of the Finance Act 2000 and any similar tax.
charges	The amounts you must pay us under this contract , including prices and any other amounts.
consumption data	Energy usage data recorded by your smart meter .
contract	The contract between you and us for the supply of the energy in accordance with the welcome pack , the contract details , the applicable product terms and these general conditions .

contract details	A document that we give you (as well as this contract) which gives specific details about the contract (for example your site or sites and your personal details, prices and the period for which those prices apply).
deemed contract	A contract between us for the supply of energy to a deemed site .
deemed site	Any site to which we make available an energy supply in accordance with our deemed terms .
deemed terms	Our deemed contract terms and conditions which apply to a deemed site .
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 .
electricity code	The electricity code as shown in Schedule 6 of the Electricity Act 1989.
energy	Gas or electricity or both as (a) set out in your welcome pack ; (b) as supplied to a deemed site ; or (c) as has otherwise been agreed between you and us to be supplied under the contract .
firm load shedding	The reduction or discontinuance of gas at a meter as defined in the Uniform Network Code .
fixed energy plan	A contract for the supply of energy to your site(s) for a fixed price , subject to our fixed energy plan terms .
fixed energy plan terms	Our fixed energy plan terms and conditions, which apply to a fixed energy plan .
gas code	The gas code as shown in Schedule 2B of the Gas Act 1986.
gas deficit emergency	A network gas supply emergency as defined in the Uniform Network Code .

green deal	A government scheme for customers to pay for certain energy efficiency improvements to a site through their electricity bills.
green deal bill payer	The person or organisation responsible for paying the price we charge for the supply of electricity to the site where there is a green deal plan .
industry agreements	All agreements, licences, authorisations and codes or procedures relating to supplying gas or electricity to the site .
licence	The licences that Ofgem give us to supply gas and electricity.
meter	The meters and equipment for measuring and providing information on the gas and electricity, but excluding smart meters .
micro business	<p>You will be classed as a micro business if:</p> <ul style="list-style-type: none"> a) you do not use more than 100,000 kWh of electricity a year; or b) you do not use more than 293,000 kWh of gas a year; or c) you have fewer than ten employees (or their full-time equivalent) and your yearly turnover or yearly balance sheet is not more than €2 million. <p>For customers who fall outside of this definition, we may tell you we are treating you as a micro business for the purposes of our contract with you.</p>
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 regulatory organisation which replaces it.

price or prices

The **prices** we will charge you for supplying **energy** to your **site(s)** as set out in these **general conditions** and the applicable **product terms** which apply to your **energy** supply.

product

A **fixed energy plan**, a **variable price plan**, a **deemed contract**, or any other product which we offer to you from time to time in accordance with these **general conditions**.

product terms

The terms and conditions which apply to a **product** in addition to these **general conditions**, including **fixed energy plan terms**, **VPP terms**, **deemed terms**, and any other product terms which we offer to you from time to time in accordance with these **general conditions**.

qualified

A person authorised under the Balancing and Settlement Code to install, commission, test, maintain and repair faults in a **meter**.

regulatory authority

Any government departments, regulatory, statutory and other organisations that can regulate this **contract**.

site or sites

Any property to which we supply **energy** and at which **energy** will be used wholly or mainly for non-domestic purposes.

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 gas or electricity (or both).

standing charge

The daily charge that you must pay us to keep the **site** connected to the gas or electricity supply, regardless of whether or not you use **energy** at the **site**.

supply period

The period that we supply **energy** to you under this **contract**.

supply point	The points at which the meter(s) at your site(s) are supplied with gas or electricity (or both).
TPI	A third-party intermediary who you have appointed to manage your energy account, including a broker or a managing agent .
transporter	A company, licensed by Ofgem which transports gas through its network on behalf of a gas shipper.
Uniform Network Code	The code and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found on the Joint Office of Transporters website.
variable price plan (VPP)	One of our products which may apply to the supply of energy to your site(s) pursuant to the VPP terms .
VPP terms	Our variable price plan terms and conditions, which apply to a variable price plan .
VAT	Value added tax as described in the Value Added Tax Act 1994.
welcome pack	A pack that we give you either via email or post (as well as this contract) which gives specific details about the contract (for example your site or sites and your personal details, prices and the period for which those prices apply).

20.2 Clause, schedule and paragraph headings shall not affect the interpretation of this **contract**.

20.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

20.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 20.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 20.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and all subordinate legislation.
- 20.7 A reference to writing or written includes email
- 20.8 References to domestic purposes and non-domestic purposes have the meaning as given to them by **Ofgem**.

For more information about the mix of fuels used to generate our electricity, simply visit britishgas.co.uk/business/fuel-mix

Any concerns? You can access details of our complaints handling procedure at britishgas.co.uk/business/complaints

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