

General terms and conditions for British Gas Plus customers

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Version 2

britishgasplus.co.uk


British Gas

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 britishgasplus.co.uk/privacy.

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This **contract** is between us, British Gas Trading Limited trading as British Gas Plus and you, our customer. British Gas Plus is an online only service. To be a British Gas Plus customer you must;

- pay us monthly by variable Direct Debit,
- manage your account online, and
- contact us via webchat.

1 This contract

- 1.1 These **general terms and conditions** apply to all **sites** which we supply with **energy** which you are using totally or mainly for non-domestic purposes. These **general terms and 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 must tell us if the **energy** is not used totally or mainly for non-domestic purposes and/or if the usage changes over the duration of your **contract**. If **energy** usage at your **site(s)** is for wholly or mainly domestic purposes we may terminate this **contract** or not renew your current **product** and transfer your supply to our domestic energy business.
- 1.3 You and we agree that this **contract** is for the supply of **energy** to **micro business** and small to medium sized business customers. To understand what a micro business is, please visit the **Ofgem** website.
- 1.4 If there is any difference between these **general terms and conditions** and any other **contract** document between us, including your **contract details**, these **general terms and conditions** take priority, unless we have agreed otherwise in writing with you.
- 1.5 Certain words used in these **general terms and 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 Contract 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 as soon as we agree the **contract details** for that **site** online ('**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. If we have specifically agreed with you a **cancellation period**, the 21-day transfer period starts on the earlier of the day:
 - 2.4.1 on which the **cancellation period** ends; or
 - 2.4.2 we agree with you that the transfer may proceed during the **cancellation period**.
- 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 in order 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).
- 2.7 We can cancel your contract if there are any changes to the agreed contract, including but not limited to;
 - 2.7.1 if you provide us with false, incomplete or inaccurate information; in either case we will not be liable for any costs which you incur;
 - 2.7.2 if your meter setup has changed

- 2.7.3 if your company type is no longer trading under the same entity, or;
 - 2.7.4 if you cancel the direct debit on your account and there is no live payment set up on the account
- 2.8 By agreeing **contract details** for a **site**, you:
- 2.8.1 agree to give us a **meter** reading at least once every month if your site has a non half hourly **meter**;
 - 2.8.2 agree to pay us monthly by variable Direct Debit;
 - 2.8.3 acknowledge that British Gas Plus is an online only service and agree to manage your account online and contact us via webchat only;
 - 2.8.4 confirm that you own or use each **site** and that it is connected to an **energy** supply;
 - 2.8.5 confirm that the **energy** used at any **site** is used totally or mainly for non-domestic purposes;
 - 2.8.6 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;
 - 2.8.7 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**;
 - 2.8.8 that you have the necessary authority to enter this **contract** on behalf of the organisation which you represent;
 - 2.8.9 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;
 - 2.8.10 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**;
 - 2.8.11 confirm that you are not in receipt of Feed In Tariff or Green Deal;
 - 2.8.12 confirm you do not need work to be carried out on your meter during the term of this **contract**, such as having your meter re-energised, register changes or the supply being merged or split.
- Clause 2.8.10 does not apply to a **deemed site**.

3 What you pay

Charges for your energy supply

- 3.1 You agree to pay us our **prices** for supplying **energy** to your **site(s)** and for other **charges** which apply under this **contract** (such as those described in clause 3.3).
- 3.2 Our **prices** for supplying each **site** are set out in the **contract details** for that **site**. 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 relating 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** if it is required more frequently than the normal **meter** reading schedule or **industry agreement**.
 - 3.3.3 For any amounts that, by law, we have to include in your bill (for example, if the Government introduced a scheme for customers to pay for energy efficiency measures through their energy bills).
 - 3.3.4 For our costs for any extra services which you ask us to provide, including our costs of providing you with additional copies of documents.

- 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.
- 3.4 If your **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 of the **energy** that is supplied through your **meter**, even if it is used at the other addresses or other parts of the **site** unless we have agreed otherwise with you in writing.
- 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 for the relevant **supply points**. You will be responsible for paying for the **energy** that is used at your **sites** 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 the supply of gas or electricity 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 or 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. If you tell us that the reduced **VAT** rate applies to you and you ask us for a copy of a blank **VAT** certificate, we will send you one for you to fill in and return to us. You can do this by contacting us on webchat by logging into your account at [britishgasplus.co.uk](https://www.britishgasplus.co.uk).
- 3.6.1.2 the supply to your **site** is **below certain limits**. If this is the case, we will automatically charge you **VAT** at the reduced rate.
- 3.6.2 We will charge you **CCL** on gas or electricity 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 HM Revenue & Customs (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 it.
- 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 contact us on webchat for details of where to send the **VAT** certificate or PP11 form.

4 Billing and payment

General

- 4.1 We base our **prices** on the amount of **energy** we supply, worked out in kilowatt hours (kWh) plus any applicable **standing charge** and any other **charges** due in line with clause 3 (What you pay).
- 4.2 We will issue you with bills at regular intervals (usually monthly) which may be based on **actual meter readings** or an estimated **meter** reading. You must pay the money you owe in full by the payment due date shown on the bill. It is expected that this will be paid by variable direct debit.
- 4.3 In the unlikely event you don't have a variable direct debit set up, for example if you have cancelled it because you are leaving, you must pay in full by the payment due date on the bill. 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.

- 4.4 We reserve the right to increase your standing charge by £5 if the direct debit is not active. This will be decreased if a direct debit is then set up in future.
- 4.5 If any of the bills we issue to 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.
- 4.6 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. Where you disagree with the amount charged, the following will apply:
- 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 you leave our supply, or 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 our costs as set out in clause 3.3 (Additional costs and charges which may apply) and / or charge you:
- 4.8.1 fixed-sum charges to a maximum of £100 (in line with the Late Payment of Commercial Debts Regulations 2013); and
- 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.

If we don't bill you

- 4.9 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 4.9 applies to you.
- 4.10 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:
 - 4.10.1 if you have not allowed us to access your **meter** to take a meter reading and so provide you with an accurate bill.
 - 4.10.2 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.
 - 4.10.3 if you have unreasonably avoided payment.
 - 4.10.4 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 will endeavour to contact you to discuss this. If we remain concerned or are unable to contact you we may, at any time:
 - 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 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. When we repay a security deposit, we will take from it any money that you owe us;
 - 5.1.3 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**;
 - 5.1.4 require you to provide any other form of security; or

- 5.1.5 charge you different **prices** (providing that such change in pricing reasonably reflects the credit risk to us).

6 Meters and access to your site

Meter readings

- 6.1 We can ask you for a **meter** reading before we start supplying your **energy**. If we ask, you must supply one as soon as you can.
- 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 month.
- 6.4 We will take all reasonable steps to base your bill on an **actual meter reading** unless:
 - 6.4.1 the **meter** reading falls outside our reasonable estimation of your **energy** usage, in which case we will tell you and may instead use an estimated **meter** reading; or
 - 6.4.2 where we have obtained a **meter** reading which is different from the one which you gave us.
- 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.

Providing a meter; access to your site

- 6.6 We will make any necessary arrangements to provide a **meter** at each **site** and you agree to cooperate with those arrangements unless we agree other arrangements with you (for example, if we agree with you that you will provide your own **meter**). Where we install a **smart meter**, it will be on a like for like basis as we are not able to carry out additional metering works such as splitting or merging current **meters**.
- 6.7 If we do agree other arrangements with you to provide your own **meter**, you will pay us for any reasonable costs or expenses that we incur in connection with those arrangements. You are solely responsible for ensuring any **meter** you provide complies with all relevant regulatory requirements.

- 6.8 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.
- 6.9 We are not responsible for any **meter** or other fitting that we do not own or provide.
- 6.10 You must not damage or interfere with the **meter**. If you do, we will charge you our or our **agents'** reasonable costs to visit a **site** and carry out any work that needs doing to the **meter**. We will also charge you for costs and expenses if you steal gas or electricity, including our estimate of gas or electricity used.
- 6.11 You must let us, our **agents** and the **transporter** or **network operator** visit your **site(s)** to access the **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):
- 6.11.1 for any reason that relates to your supply or **meter**, pipes or wires (this includes reading, inspecting, repairing, exchanging (including changing your **meter** to a **smart meter**), reconfiguring, testing, installing, isolating or removing a **meter** or stopping your supply);
 - 6.11.2 if we need to inspect or test a **meter** or connection we do not own or have not provided, to check it is safe and gives accurate readings or make sure it has not been tampered with (you agree to pay our reasonable costs if we need to do this);
 - 6.11.3 if there is a risk of danger or if there is an emergency;
 - 6.11.4 if we have stopped supplying your **site** and we want to collect any **meter** that belongs to us; or
 - 6.11.5 if we need to visit your **site** for any other reason and can do this legally.
- 6.12 If you or we think that the **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** is not recording information correctly (because it is outside the 'limits of error' set by **industry agreements**), we will replace or repair the **meter** as soon as reasonably practical. If this happens, we will pay the costs involved in replacing or repairing the **meter**.
- 6.13 If we ask to test your **meter**, we will pay for it.
- 6.14 If you ask us to test your **meter**, you must pay for it before we carry out the test. If the **meter** is:

- 6.14.1 working properly, we will not refund the amount paid for the test;
- 6.14.2 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:
 - 6.14.2.1 more **energy** than you should have, we will pay you back the amount you have overpaid;
 - 6.14.2.2 you have paid for less **energy** than you should have, subject to clauses 4.8 and 4.9, we will send you a bill in relation to such underpayment and you will need to pay us the amount you have underpaid.
- 6.15 Where we do not own the **meter**, you are responsible for making sure the **meter** 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.
- 6.16 If you choose to stop taking supply at a **site**, you must arrange for an appropriately qualified person to remove your **meter** or if the supply is for electricity, de-energise the **meter** (switch off the supply) and you must let us know that you are doing this work.

Disconnecting and reconnecting your meter

- 6.17 If we supply **energy**, we may stop the supply to your **meter** (either by accessing your **site** or remotely if your **meter** allows us to do this) if:
 - 6.17.1 you ask us to in writing, (as long as you pay the **charges** we agree);
 - 6.17.2 we are required to due to safety or security reasons;
 - 6.17.3 we are required by law, regulation, or **industry agreement**;
 - 6.17.4 you break any of your material responsibilities under your **contract** (including, if you do not pay your **energy** bills by the due date); or
 - 6.17.5 you provide us with false information if we have asked for information from you under clause 2.8.
- 6.18 We do not have to restart the supply of **energy** to your **site** until you have:
 - 6.18.1 asked us to do so in writing;
 - 6.18.2 paid any outstanding **charges**, including costs for stopping supplying your **site** and/or re-energising or re-connecting your **site**; or
 - 6.18.3 corrected any issue which may have lead to your **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).

- 6.19 We may charge you for additional costs and **charges** in accordance with clause 3.3 (Additional costs and charges which may apply).
- 6.20 If you are transferring a related meter to our supply, you must also immediately transfer all such related meter(s) to our supply, with the same contract start date. If you fail to do so:
 - 6.20.1 we reserve the right to refuse registration of the related meter;
 - 6.20.2 our energy supply will be subject to our variable price plan under our variable price plan terms until transfer of all related meter(s) to our supply.

7 When we can stop or limit your energy 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** 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** is not set up properly or is unsafe. This includes the situation where we have not been able to read a **meter** or if we believe the **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**.

- 7.2 If clause 7.1 applies, we may stop your supply (this includes stopping your supply from outside your **site**, if your **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' written notice ('**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. You must give your **moving notice** through webchat following logging in to britishgasplus.co.uk.
- 8.2 On the date you leave the **site**, you must give us final **meter** readings for all your **meters** so that we can send you a final bill.
- 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 with you.

9 Changes to 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 before they take effect, which may include referring you to our website for details, or sending you new terms and conditions by post, by email or by secure message.
- 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 When we can end your 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 repeatedly breach the terms of this **contract**; or
 - 10.1.2 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 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; or
 - 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; or
 - 10.1.5 **Ofgem** tell us we have to end the **contract** and/or they tell another supplier to take over the supply;
 - 10.1.6 the **network operator** (or someone else on their behalf) isolates the **meter**, removes the fuse from the **meter**, or disconnects the **meter** at the **site** 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**.

Where we supply you with electricity

- 10.2 Where we supply you with electricity, we can also end our electricity **contract** with you by giving you at least 28 days' notice if:
- 10.2.1 you do not have an electricity **smart meter** and we are unable to install one for you, you refuse, or fail to assist us with, installation of an electricity **smart meter** at your **site**;
 - 10.2.2 either, in our reasonable opinion, your electricity **smart meter** was not working properly when we agreed a **contract**, or stops working properly, such that we are unable to obtain data from it and in our reasonable opinion will not be able to do so;
 - 10.2.3 you cease to have an electricity **smart meter** at your **site**; or
 - 10.2.4 you cancel or fail to pay through your variable Direct Debit with us, in which case we will move you on to our **variable price plan** for any electricity that you use until you move to another supplier.

11 Consequences of your contract ending

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 **sites** are registered with another supplier – we will advise you what **charges** will apply to your **sites** 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 actually used.

Outstanding debts and charges

11.6 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 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 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.

11.10 The terms of clause 11 still apply even if your **contract** with us has ended but you remain a customer of British Gas Plus because of circumstances arising under clause 10.2.

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 its 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 **network operator** in excess of the amount we are entitled to recover from them on your behalf.
- 12.2.2 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.

13 Where we supply you with electricity

National Terms of Connection

- 13.1 By entering into your 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 the clause 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 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, 4 More London, Riverside, London SE1 2AU, phone 0207 706 5100, or see the website at connectionterms.co.uk.

RSE and non-RSE source electricity; CCL charges

- 13.3 We will only be able to supply you with a percentage of your electricity from **RSE** if:
- 13.3.1 you specifically request us to do so;
 - 13.3.2 we have agreed to this in writing; and
 - 13.3.3 we are able to do it.

If and to the extent this clause applies, in addition to our **charges** for supplying you with **RSE**, we will also charge you **CCL**, if applicable, in line with clause 3.6.2.

- 13.4 We may allocate your electricity from any **RSE source** or **non-RSE source**. If we allocate all or part from a **non-RSE source**, it will not affect the total amount that you will pay us and **CCL** will be charged in line with clause 3.6.2.
- 13.5 If we supply any part of your electricity from an **RSE source**, in each averaging period, the amount of electricity we supply from **RSE** will not be more than the difference between:
- 13.5.1 the total amount of **RSE** that we buy or generate during that period; and
 - 13.5.2 the part of the total amount which we have allocated during that period.
- 13.6 Unless we agree otherwise with you in writing, the volume of **RSE** we supply you will be shown in your **contract details** and we will invoice you in line with this.

14 If you have a smart meter

How we use your smart meter

- 14.1 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 we have set out in your **contract**) or monitor the **energy** you use.

Reading your smart meter

- 14.2 We will collect **consumption data** from your **smart meter** once a month or more often if we are required to under an **industry agreement**, 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 contact us online at britishgasplus.co.uk.

- 14.3 We will use your **consumption data** to work out your bill. In some cases, we might still have to estimate some of your bills, for example, if we cannot gather **consumption data** from your **smart meter** due to technical difficulties or other unforeseen circumstances.
- 14.4 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 contacting us as described in clause 15.2.
- 14.5 In some cases we or our **agents** can carry out the activities as described in clauses 6.10 and 6.16 remotely without needing to visit your **sites** (including stopping your supply), and you agree that we may do so without asking your permission on each occasion.
- 14.6 In the unlikely event we experience a delay in communicating with your **meter**, we will email you to ask that you provide a reading online, which you must do within 5 days of us asking you to.

Damage to and problems with your smart meter

- 14.7 You must take reasonable care not to damage or interfere with the **smart meter**. If you break the **smart meter**, you will have to pay us (or our **agents**) to come to your property and repair it.
- 14.8 You must tell us straight away if:
- 14.8.1 the **smart meter** gets damaged or stops working properly;
 - 14.8.2 you think that the **smart meter** or display unit has been tampered with; or
 - 14.8.3 anything happens to the **smart meter** that might prevent us from being able to read your **smart meter**.

15 Extra conditions if you use a broker – letters of authority

- 15.1 We will not discuss anything to do with your **contract** with a third party intermediary unless we have a valid letter of authority from you to do so. You can update your authorisation at any time by providing us with a new letter of authority. You can cancel your letter of authority at any time by telling us in writing via webchat. Unless it specifically states otherwise, a letter of authority is valid from the date of agreement for the period of your initial **contract**.

- 15.2 Where you have authorised us to work with a third party intermediary on your behalf, this does not prevent us from contacting you directly at any time including regarding any terms of your **contract** with us.

16 Contact us and complaints

- 16.1 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 britishgasplus.co.uk.
- 16.2 Our online service is supported by a UK based webchat service and all contact to us must be through webchat or your online account unless otherwise specified.
- 16.3 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:
- 16.3.1 your complaint has not been resolved after eight weeks; or
 - 16.3.2 we have sent you our final response to your complaint and you are still unhappy.

17 Using personal information

- 17.1 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 britishgasplus.co.uk/privacy each time you provide them with your privacy notice.

18 Other information

Transfer of rights

- 18.1 You may not transfer the **contract** or any of your rights or responsibilities under it without first obtaining our written permission.
- 18.2 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**.

Notices

18.3 Any notice which you send to us must be in writing and sent via webchat on britishgasplus.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.

18.4 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.

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

18.5.1 if sent by post, it will be considered to have been received two working days after it was sent;

18.5.2 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;

18.5.3 if sent by email, it will be considered to have been received that day;

18.5.4 if sent by webchat, it will be considered to have been received that day;

18.5.5 if delivered by hand, it will be considered to have been received that day.

Governing law

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

No waivers

18.7 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

18.8 If a court 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

18.9 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.

No third party rights

18.10 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**.

Violence, aggression or abuse

18.11 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.

19 Glossary and interpretation

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

19.1 Definitions:

actual meter reading

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

affiliated

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

agent

Our formally appointed agents and sub-contractors.

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**.

cancellation period

A period of time from the day we agree your **contract details**.

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**.

communicating smart meter

Smart meters are able to send information such as meter readings directly to us rather than need someone to read the **meter**. A **smart meter** is communicating when it is able to send the information and it is received. If a **smart meter** is not communicating, it does not affect its ability to measure the amount of **energy** you consume.

contract

The contract between you and us for the supply of the **energy** in accordance with the **welcome pack, product terms** and these **general terms and 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).

data processing activities

Has the meaning given to it in clause 18.

deemed contract

The supply **contract** between us that is formed for deemed **sites** on our deemed prices.

deemed site

Any **site** which we supply gas or electricity (or both) and is made available in accordance with our **Deemed Terms**.

deemed terms

Our Deemed Contract Terms and Conditions.

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**.

energy

Gas or electricity or both as (i) set out in your **welcome pack**; (ii) as supplied to a **deemed site**; or (iii) 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 price product	A contract for the supply of energy to your sites for a fixed period, subject to our fixed price product terms .
fixed price product period	The period of time for which we have agreed that a fixed price product will apply as set out in your contract details and as we agree between us from time to time under clause 10.
fixed price product terms	Our fixed price product contract terms and conditions.
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 you use including smart meters .
micro business	<p>You will be classed as a micro business if:</p> <ul style="list-style-type: none"> a) you have asked us to supply you with electricity and you do not use more than 100,000 kWh of electricity a year; or b) you have asked us to supply you with gas and you do not use more than 293,000 kWh of gas a year; or c) you have fewer than 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>
moving notice	The notice you must give us if you are moving out of or changing site (see clause 8.1).
MPAN	Meter Point Administration Number. A unique number allocated to the electricity meter at a site .

network operator	The company licensed to run the electricity distribution network for your area.
non-RSE source	Electricity generated from a resource that cannot be replaced when it is used up, including, but not limited to, oil, natural gas or coal.
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.
OAM	Our online account management system.
price or prices	The prices we will charge you for supplying energy to your sites as set out in your contract details or as decided under these general terms and conditions or applicable product terms .
product	A fixed price product, a variable price product, a deemed contract or any other product which we offer to you from time to time in accordance with these general terms and conditions .
regulatory authority	Any government departments, regulatory, statutory and other organisations that can regulate this contract .
related meter(s)	Related meter(s) means two or more meters that supply the same customer and are located at the same (or any part of the same) premises.
RSE (renewable source electricity)	Electricity generated from an RSE source .
RSE source	Electricity generated from a renewable source such as wind power, solar power, geothermal power, wave power, tidal power, hydro power and power produced from biomass, landfill gas, sewage treatment plant gas and biogases.
site or sites	Any property to which we supply energy under this contract and at which energy will be used wholly or mainly for non-domestic purposes. We supply energy to under this contract as listed in your welcome pack.

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 **meters** at your **sites** are supplied with gas or electricity (or both).

variable price plan

One of our **products** which may apply to the supply of **energy** to your **sites** pursuant to the **VPP terms**.

VAT

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

welcome pack

A pack that (as well as this **contract**) 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). This can be viewed in your online account.

- 19.2 Clause, schedule and paragraph headings shall not affect the interpretation of this **contract**.
- 19.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 19.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 19.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 19.6 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.
- 19.7 A reference to writing or written includes email.
- 19.8 References to domestic purposes and non-domestic purposes have the meaning as given to them by **Ofgem**.

Fixed price product terms for British Gas Plus customers

January 2020

Version 1

britishgasplus.co.uk


British Gas

These **fixed price product terms** apply to **fixed price product contracts**, and you should read them with our British Gas Plus **general terms and conditions**. Together, these documents make up a **contract** between us, British Gas Trading Limited, and you, our customer.

1 Do these fixed price product terms apply to my business?

- 1.1 These British Gas Plus **fixed price product terms** will apply if you have agreed to take a **fixed price product** for any of your **site(s)**.
- 1.2 These British Gas Plus **fixed price product terms** and the British Gas Plus **general terms and conditions** apply to your **fixed price product**.
- 1.3 If there is any difference between these British Gas Plus **fixed price product terms** and our British Gas Plus **general terms and conditions**, these British Gas Plus **fixed price product terms** will take priority, unless we have agreed otherwise with you in writing.
- 1.4 We can change the terms and conditions of these British Gas Plus **fixed price product terms** at any time. We will tell you about these changes in writing before they take effect, which may include referring you to our website for details, or sending you new terms and conditions by post, by email or by secure message.

2 Additional terms relating to charges for your fixed price product

Changing your charges

- 2.1 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. If your **site** is covered by an active British Gas Plus **fixed price product**, we will not increase your **prices** to recover increases in costs that could reasonably have been expected by us.
- 2.2 If your **site** is covered by an active **fixed price product**, we can only change your **prices** if:
 - 2.2.1 clause 2.1 applies; or
 - 2.2.2 you fail to keep to your responsibilities under this **contract**, which includes without limitation, you giving us incorrect information upon which we have based our **prices** or your direct debit is cancelled or refused;
 - 2.2.3 you make changes to your **meter** or supply such that the information we used to calculate your **prices** is no longer correct.

- 2.3 If clause 2.2 applies, we will tell you in writing what the new **prices** are and when they will start to apply to you. If you tell us that you do not agree to pay the new **prices**, we can end any **fixed price product prices** that we have agreed with you. In these circumstances this **contract** will continue to apply and:
- 2.3.1 the **fixed price product prices** will end automatically on the day we tell you they have ended; and either
 - 2.3.2 if the **site** is registered with us, unless you agree a new **product** with us or a different supplier takes over the supply of that **site**, we will charge you for the **energy** supply based on our British Gas Plus **variable price plan**. Clause 5.2.1 below, sets out some general principles about our British Gas Plus **variable price plan**; or
 - 2.3.3 if the **site** is not already registered with us, we cancel your **contract** and stop any registration processes to transfer your supply to that **site** to us (and so your **site** will stay with its previous supplier).

3 Additional terms relating to securing your ability to pay

- 3.1 If you do not comply with a request we make to you in accordance with clause 5 (Securing your ability to pay) of the British Gas Plus **general terms and conditions**, we have the right to change your **charges** so that you pay **charges** for your supply based on our British Gas Plus **variable price plan charges**.

4 When can we end your fixed price product period early?

- 4.1 In addition to the terms of clause 2.3.2, we may also end your **fixed price product period** early if clause 10 (When we can end your **contract**) of the British Gas Plus **general terms and conditions** applies.

5 What happens at the end of your fixed price product period?

Staying with British Gas Plus

- 5.1 We will write to you around 60 days before the end of your **fixed product contract period**. This notice will detail:
- 5.1.1 Other **products** we can offer you.

- 5.1.2 The British Gas Plus **variable price plan** that will apply at the end of your **fixed product period** if you do not agree to take a new **product** with us and you keep us as your energy supplier. This is the default option which will apply to your supply at the end of your **fixed product contract period** if we do not hear back from you and you do not change supplier.
- 5.2 Upon receipt of the email detailed in clause 5.1, above, if you want to accept:
 - 5.2.1 The British Gas Plus **variable price plan**, you do not need to do anything. The British Gas Plus **variable price plan** will apply from the day after your previous **fixed price product period** ends. We can change our British Gas Plus **variable price plan charges** at any time, by giving you 30 days' notice. The British Gas Plus **variable price plan charges** are likely to be higher than the **charges** available if you take a different **product** with us.
 - 5.2.2 Another **product** with us, you will need to follow the instructions set out in the email which we send you. If you choose to accept another **product**, the new **product** will start on the day after your current **fixed price product period** ends.

Leaving our supply

- 5.3 You may not leave our supply until the end of your **fixed price product period**.
 - 5.3.1 At the end of your **fixed price product period**, you may agree another **product** with us or, subject to clauses 5.4 below, switch to another supplier.
 - 5.3.2 You do not need to give us formal notice of your intention to switch to another supplier after the end of your **fixed price product period**, but letting us know may make things easier.
 - 5.3.3 Following the end of your **fixed price product period** we will charge you for **energy** based on our **variable price plan charges** until you either:
 - 5.3.3.1 take a new **product** with us; or
 - 5.3.3.2 the change to your new supplier is complete.

When we can stop you switching to another supplier

- 5.4 If:
- 5.4.1 you try to switch suppliers during your **fixed price product period**; or
 - 5.4.2 you owe us any money under this **contract** or any other **energy** contract other than a **deemed contract**; or
 - 5.4.3 your new supplier does not apply to transfer all of the related **meters** at your **site**; or
 - 5.4.4 you ask us to stop the switching process, in which case we will stop the switching process.

For information about our mix of fuels used to generate our electricity, go to britishgasplus.co.uk/fuel-mix.

Any concerns? You can access details of our complaints handling procedure at britishgasplus.co.uk/contact-us.

A Centrica business. British Gas Plus is a trading name of British Gas Trading Limited. Registered in England No. 3078711. Registered Office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD



Variable price plan (VPP) terms for British Gas Plus customers

January 2020
Version 1

britishgasplus.co.uk


British Gas

These **VPP terms** apply to our **variable price plan**, and you should read them with our British Gas Plus **general terms and conditions**. Together, these documents make up a contract between us, British Gas Trading Limited, and you, our customer.

1 Do these VPP terms apply to my business?

- 1.1 These **VPP terms** will apply to your **site(s)** if our **fixed price product period** has ended and you have not taken a different **product** with us and you have not left our supply. In these circumstances, these **VPP terms** will apply to your **site(s)** from the day after your **fixed price product period** ends.
- 1.2 Pursuant to clause 1.1, if these **VPP terms** apply to your **site(s)**, you must read these **VPP terms** in conjunction with the British Gas Plus **general terms and conditions** for small businesses, which also apply to your **variable price plan**.
- 1.3 If there is any difference between these **VPP terms** and our British Gas Plus **general terms and conditions** for small businesses, these **VPP terms** will take priority, unless we have agreed otherwise with you in writing.
- 1.4 We can change the terms and conditions of these **VPP terms** at any time. We will tell you about these changes in writing before they take effect, which may include referring you to our website for details, or sending you new terms and conditions by post, by email or by secure message.

2 Additional terms and conditions about charges for your variable price plan

- 2.1 We will confirm in writing the **variable price plan prices** which apply to your **site(s)**.
- 2.2 We can change your **prices** at any time by giving you 30 days' notice.

3 Contact us to see if you can get a better price

- 3.1 **Variable price plan charges** are higher than the **charges** payable under other **products**. Please contact us to discuss your requirements to see if we can offer you a better deal. You can contact us through webchat following logging in to britishgasplus.co.uk between 9am and 5pm weekdays.

4 Additional terms and conditions about ending your variable price plan

Our rights to end your variable price plan

4.1 We can end this **contract** at any time by giving you 30 days' notice in writing.

Your rights to end your variable price plan

4.2 Subject to clause 4.3, below, you can end your **variable price plan** for a **site** at any time. Your new supplier will have to register your **site** successfully and until then you will remain on supply with us and will need to pay for any energy you use until the switch to your new supplier is complete.

When we can stop you switching to another supplier

4.3 If:

4.3.1 you owe us any money under this **contract** or any other **energy contract** other than a **deemed contract**; or

4.3.2 your new supplier does not apply to transfer all of the related **meters** at your **site**, or

4.3.3 you ask us to stop the switching process because you wish to remain with us, in which case we will stop the switching process.

For information about our mix of fuels used to generate our electricity, go to britishgasplus.co.uk/fuel-mix.

Any concerns? You can access details of our complaints handling procedure at britishgasplus.co.uk/contact-us.

A Centrica business. British Gas Plus is a trading name of British Gas Trading Limited. Registered in England No. 3078711. Registered Office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD



Deemed contract terms for British Gas Plus customers

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Version 1

britishgasplus.co.uk


British Gas

These **deemed contract terms** apply to **deemed contracts**, and you should read them with our British Gas Plus **general terms and conditions**. Together, these documents make up a contract between us, British Gas Trading Limited, and you, our customer.

1 Do these deemed terms apply to my business?

- 1.1 If you are or if you become responsible for a **site** to which we supply **energy** and you have not agreed to take a **product** with us, a **deemed contract** is created between you and us in accordance with these **deemed terms**. A **deemed contract** exists between you and us even if you do not use **energy** at the **site**.
- 1.2 You may also be on a **deemed contract** if:
 - 1.2.1 **Ofgem** has appointed us as your supplier, and you've not agreed to take a **product** with us and you have not switched to another supplier.
 - 1.2.2 Your supply has been transferred to us by mistake.
 - 1.2.3 A **contract** is treated as existing between us for any other reason.
- 1.3 Pursuant to clauses 1.1 and 1.2, if these **deemed terms** apply to your **site(s)**, you must read these **deemed terms** in conjunction with the British Gas Plus **general terms and conditions**, which also apply to your **deemed contract**.
- 1.4 If there is any difference between these **deemed terms** and our British Gas Plus **general terms and conditions**, these terms and **deemed terms** will take priority, unless we have agreed otherwise with you in writing.
- 1.5 We can change the terms and conditions of these **deemed terms** at any time. We will tell you about these changes in writing before they take effect, which may include referring you to our website for details, or sending you new terms and conditions by post, by email or by secure message.

2 Additional terms and conditions about charges for your deemed contract

- 2.1 The **prices** which we charge you for supplying **energy** to your sites under a **deemed contract** will change from time to time and you can see our current **deemed contract prices** at britishgasplus.co.uk/plus-terms

3 Contact us to see if you can get a better price

- 3.1 Our **deemed contract charges** are higher than the **charges** payable under other **products**. Please contact us to discuss your requirements to see if we can offer you a better deal. You can contact us online at britishgasplus.co.uk

4 Additional terms and conditions about ending your deemed contract

Our rights to end your deemed contract

- 4.1 We can end this **contract** at any time by giving you 30 days' notice in writing. This clause 4.1 does not apply if you are in the process of switching suppliers.

Your rights to end your deemed contract

- 4.2 If you:
- 4.2.1 ask us to disconnect or de-energise the meter at your **site** so that there is no available **energy** supply at the **site** and we carry out this work (at your cost and expense); or
 - 4.2.2 agree to take a **product** with us, you'll no longer be on a **deemed contract** and so these **deemed terms** will no longer apply to you.
- 4.3 If you agree a **contract** with another supplier, please let us know that you want to end your **contract** with us. You will be responsible for paying us all charges due under your **deemed contract** until your new supplier successfully transfers your supply from us to them.
- 4.4 If you agree a **contract** with another supplier, we will stop the switching process (and so your **deemed contract** will continue) if your new supplier does not apply to transfer all of the related **meters** at your **site** or if you ask us to stop the switching process.

