

## Corporate Terms and Conditions for Gas or Electricity

TC 12/09

This **contract** is between us, British Gas Trading Limited (trading as British Gas Business) and you, our customer. These terms and conditions are for supplying you with gas or electricity (or both) where you are using gas or electricity mainly for your business and, where applicable, additional products or services. In the event of inconsistency, these terms and conditions take priority over any other contract document between us including your **contract details**, unless we have agreed otherwise in writing with you. The terms and conditions of this **contract** apply to both **fixed-term sites**, **rolling sites** and **sites** where we have not agreed a fixed or rolling term, unless we say otherwise. **These terms and conditions do not apply if you are deemed by Ofgem to be a "micro-business"**; you will find a definition of a Micro Business on the Ofgem website. **If you think you are a micro-business you must contact us immediately.**

### Meanings of words used in this contract

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

**actual meter reading** – where we or an appointed agent read the **meter** at your **site**.

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

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

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

**contract details** – a document that we give you as well as this **contract** which gives details about your **site** or **sites** and your personal details, price and term (if any) and contract type.

**deemed prices** – prices we charge you in the circumstances described in clause 1.5. We will change the deemed prices from time to time.

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

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

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

**fixed-term contract** – a **contract** for which we have agreed a fixed term, a **site** which has been switched to a fixed term under clause 11.1 or any **fixed-term contract** for which the term has been renewed or extended.

**initial period** – for a **rolling-term contract**, the initial fixed period of time that you pay a fixed amount for your gas or electricity.

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

**leaving notice** – the notice you must give us if you are moving out of a **site** (see clause 13).

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

**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.

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

**renewal period** – the period of time we will renew a **rolling-term contract** for if you do not end it as described in clause 9.2.

**rolling-term contract** – a **contract** for which we have agreed a rolling term, a **contract** which has been switched to a rolling term under clause 11.1 or any **rolling-term contract** for which the term has been renewed or extended.

**site** – each of the properties we supply gas or electricity (or both) to under this **contract** as listed in the annex to your **contract details**.

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

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

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

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

### 1 This contract

- 1.1 We agree to provide gas or electricity (or both) at your **sites** under the terms and conditions of this **contract**. You agree to take the gas or electricity we supply.
- 1.2 You are legally bound to be supplied with gas or electricity (or both) by us on the terms of this **contract** from the date you ask us to. We are only bound to supply you when we have accepted your contract as set out in clause 1.3 a below.
- 1.3 If we are happy with your credit standing, your **contract** will start with us:
- when you and we agree (either by e-mail, or when you sign the **contract**) that we will supply you; or
  - from the dates as set out in clause 1.5 below, if you have not agreed a **contract** with us.
- If we are not happy with your credit standing, we may refuse to enter into a **fixed term** or **rolling term contract** with you, in which case clause 1.5 will apply.
- 1.4 You and we will agree **contract details** for each **site** that we supply. If you ask us to add extra **sites** to this **contract**, we may either
- add extra **sites** to this **contract** by agreeing **contract details** for that **site**; or
  - agree to supply such extra **sites** under a new **contract**.
- 1.5 If you have not entered into a **contract** with us in line with clause 1.3 a or if you have entered into a **contract** with us but we have not agreed **contract details** for a **site**, this **contract** will apply to a **site** from the date that:
- you move into a **site** which we already supply;
  - you take supply from us at the **site**;
  - your tenants move out of the **site**;
  - you take or have responsibility for the **site**; or
  - the **contract** has ended for that **site** if we have not agreed a new **contract** or **contract details** for that **site**.
- 1.6 A **site** that is covered under this **contract** in the circumstances described in clause 1.5 is a **deemed site**. This **contract** will apply to a **deemed site** until:
- you have changed supplier for that **site**;
  - you agree a new contract with us as described in clause 1.3 a;
  - if you have a **contract** with us, you agree **contract details** with us for that **site** as described in clause 1.4; or
  - you or we end this **contract** as described in clause 14 or 15.
- Clauses 7.3 a, b, e and f do not apply to a **deemed site**.
- 1.7 If we do not already supply a **site** under this **contract**, your supply will start from the date we tell you. This date may change without any liability if we have difficulties taking over the supply, for example, if:
- your old supplier prevents us from transferring the supply;
  - Ofgem** prevents us from supplying;
  - any information provided by you is inaccurate; or
  - we cannot supply you for some other reason.
- If this happens we may charge you any additional costs or expenses we incur or increase the **charges** if these have changed as a result of the delay.
- 1.8 By agreeing to this **contract** or agreeing **contract details** for a **site**, you agree that:
- you own or use each **site** and that it is connected to mains gas or mains electricity (or both);
  - before we supply you under this **contract**, you may have to pay any money you owe us;
  - we are responsible for delivering the supply from outside a **site** to the **meter(s)** (you are responsible for the gas or electricity (or both) from the **meter(s)** into your **site**);
  - if you are a partnership, we may claim any money you owe us under this **contract** from you, your partners or all of you;
  - the gas or electricity at any **site** is not used wholly or mainly for domestic purposes;
  - you do not owe money to your previous supplier and they have no reason to object to your transfer of supply to us;

- g) you won't take an alternative supply of gas and/or electricity (as appropriate, depending on which you take from us) from any other supplier at any **supply point** at any **fixed-term contract** or **rolling-term contract** during the term of the **contract**; and
- h) you will take any minimum quantity of gas and/or electricity agreed in the **contract details**.

## 2 Charges

- 2.1 You agree to pay us for supplying gas or electricity (or both) and for other **charges** which apply under this **contract** (such as clause 2.6).
- 2.2 Subject to clause 8, our prices for supply for each **site** are set out in the **contract details** for that **site**. We base our prices on the amount of gas or electricity we supply, worked out in kilowatt hours.
- 2.3 We will charge you our **deemed prices** for the electricity or gas (or both) you use at each **deemed site**, until we agree to new **contract details** for that **site** or you transfer to a different supplier.
- 2.4 We will have different prices, depending on how you pay for your gas or electricity (or both). For example, if you pay by direct debit, it may be less expensive than if you pay by cash or cheque.
- 2.5 We may charge different prices or ask you to pay in a certain way (for example, by direct debit) depending on how good we think your credit standing is. We can change this at any time during the **contract**. We will write to you and give you more information about how you should pay if this applies to you. If you do not pay in the way we ask, we have the right to end this **contract** and it will end automatically on the day we tell you it has ended.
- 2.6 We may also charge you for extra items that are not set out in your **contract details**. These may include:
- our reasonable costs that we have when we try to get back money you owe to us, including administration and third party costs (when you do not have a genuine reason to disagree that you owe us money);
  - our reasonable costs of stopping, disconnecting or reconnecting your supply;
  - our costs for transporting or distributing gas or electricity to the **site** and any other charges which we may incur under any **industry agreements** (to the extent that these are not included in our supply prices) which include, but are not limited to: capacity charges, DSUOS, reactive, triad, transportation & distribution losses;
  - a **charge** for **meters** or metering equipment;
  - our reasonable costs if you break any of the terms and conditions of this **contract**, (including administration costs and costs that we have to pay for coming to your **site(s)**);
  - our reasonable costs if you fail to keep an agreed appointment with us or our agents at a **site**;
  - our reasonable costs if you interfere with your gas or electricity **meter** or steal gas or electricity;
  - our reasonable costs if you prevent us or our agents from reading or working on your **meter**;
  - our reasonable costs of transferring a **site** back to your old supplier, where you no longer own or use the **site** you have told us to supply;
  - reading your **meter** when you ask us, if this is more often than we must read it by law; and
  - our reasonable costs for making and sending copies of any documents we have already given you.
- 2.7 If you owed us any money before the date this **contract** started (for any of your addresses we supply, including for a **deemed site**) this means you will also owe it to us under this **contract**. We have the right to use any money you send us to repay any money you owe us.
- 2.8 If your **meter** also supplies other addresses that you do not own or use, you will be responsible for paying us for all the gas or electricity (or both) that is used at the other addresses.
- 2.9 You will be responsible for paying for the gas or electricity (or both) that is used at your **sites** unless a tenant or occupier that we have authorised has taken over responsibility for the supply. You must tell us if a tenant or occupier moves into a **site** and send us details of the tenant and **meter** readings.
- 2.10 We have the right to charge you for extra services you ask for. We will tell you about these before we give you the service and from time to time.

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

- We will charge you **VAT** on supplies of gas and electricity to the **site**. This will be at the standard rate unless either of the following:
  - If you send us a filled-in, valid **VAT** certificate, or other document that you and we have agreed on that shows you do not have to pay for gas and electricity at the standard rate of **VAT** at the **site** (for example, if you are a charity and you do not use the **site** for business purposes). If you do this, we will charge you **VAT** at the appropriate reduced rate on all or part of your supply that is eligible for that reduced rate of **VAT** (as shown by the percentage you declare on your **VAT** certificate or any other document that we agree to).
  - If the supply to your **site** is **below certain limits** (see below). If this is the case, we will automatically charge **VAT** at the reduced rate.
- '**Below certain limits**' means the gas or electricity we supply to you at the **site** where we do not supply you with more than 4,397 kWh of gas every month or more than 1,000 kWh of electricity every month.
- You will be charged **CCL** on the gas or electricity you use, unless:
  - CCL** does not apply (because the reduced rate of **VAT** (see clause 2.11a and 2.11b) applies to the supply at the **site**);
  - you or your supply qualify for an exemption or discount from the full **CCL** rate (in line with Schedule 6 of the Finance Act 2000); or
  - you are a **directed utility** and you have provided us with notification of your **directed utility** status from HM Revenue & Customs.

If you are eligible for an exemption or discount from the full rate of **CCL** (unless the exemption relates to the supply of **renewable source electricity** or **CHP electricity** as set out in your **contract details**), you must send us a filled-in PP11 form (or any other document that replaces the PP11 form) at least 10 working days before the start of the **supply period**. You can get the PP11 form from HM Revenue & Customs. If you send us a filled-in PP11 after we have started to supply your **site** with gas or electricity, by law we can only apply the exemption or discount to gas or electricity we supply to your **site** after 1 November 2007 where applicable.
- We will not be legally responsible to you or anyone else if we have not charged you enough **VAT** or **CCL** because of incorrect information you have given us or a fact in any documents you send us is incorrect (For example, if the information in your documents leads us to believe you are a charity when in fact you are a business.) If this happens, then you will have to pay the difference.
- Where you have sent us a **VAT** certificate or form PP11, it is your responsibility to tell us if the purpose you use gas or electricity for (for example, as a business or charity) at your **site** changes.

## 3 Payment

- 3.1 We will send you bills which may be based on actual or estimated **meter** readings.
- 3.2 You must pay the money you owe in full by the payment due date shown on the bill. The amount of time we give you to pay may change depending on your payment history with us or how good we think your credit standing is.
- If you disagree with any amount we have charged you, you must tell us why at least five days before you are due to pay us.
  - Even if you disagree with the amount we have charged you, you must pay us either 75% of the full amount shown on the bill or undisputed amount (whichever is the higher) by the date you are due to pay us.
  - Once you have told us that you disagree with the amount we have charged you, we will work with you to sort the problem out.
  - If we decide you have no valid reason to disagree with the bill and you owe us the rest of the money shown on the bill, you must pay it within 10 days, even if we raise a new bill which indicates a different payment due date, and we may charge you interest from the due date shown on the original bill you disputed. If we decide we have charged

you too much and we owe you any money, we will put the money back onto your account as soon as we can.

- e) You agree to pay your bill for amounts which you do not disagree with and for any bills we send you afterwards.

- 3.3 If you do not pay your bill by the payment due date shown on the bill or in the **contract details**, we may charge you interest and fixed-sum charges (which vary depending on how much you owe us) under the Late Payment of Commercial Debts (Interest) Act 1998, as amended (currently this interest rate is 8% above the Bank of England base rate).
- 3.4 We may use any money you pay us, any money we owe you, or any security deposit you have paid to pay off what you owe under this or any other contract.
- 3.5 Subject to clause 3.6, you should include with your payments enough information (such as your account number or **site** details) to allow us to allocate your payment. If not we will place your payment into a suspense account until we are able to allocate it.
- 3.6 Notwithstanding clause 3.5, we may use your payments against what you owe us as we choose, and we may pay the oldest amounts you owe us first even if you specify what the payment relates to.
- 3.7 If you have agreed to pay your bills by direct debit and then you cancel your direct debit, or your direct debit is refused or fails, we will charge you our cash or cheque prices (which are more expensive). You will have to pay these straight away, even if you have a **fixed-price contract**. We may also ask you to pay a security deposit.
- 3.8 If we find out, after you leave us or transfer your supply to a different company, that any of the bills we sent you were not accurate, we will send you a new bill, which you must pay by the due date on the bill. This clause will still apply after this **contract** ends and after we have sent a final bill to you.

#### 4 Your previous supplier

You agree to pay any **charges** you owe your old supplier that are transferred to us, together with any of our and your old supplier's administration charges.

#### 5 Security deposit and guarantees

- 5.1 We may, at any time, ask you to pay us a security deposit or an increased security deposit depending on your payment history with us or how good we think your credit standing is. You must pay this by the date we give you. If you do not pay us the security deposit, we have the right to end this **contract** and it will end automatically on the day we tell you it has ended.
- 5.2 We may, at any time, depending on your payment history with us or how good we think your credit standing is, ask you to arrange for a guarantee in our standard form from your parent company or one or more directors, that they will be responsible for any amounts due under this **contract**, or ask you for any other form of security. You must provide this by the date we give you. If you do not provide this, we have the right to stop your supply or end this **contract** and it will end automatically on the day we tell you it has ended.

#### 6 Meters and access

- 6.1 You agree that we will make any arrangements we need to, to provide a **meter** at each **site** (unless you tell us otherwise and we have agreed). If we do agree, you will pay us for any reasonable costs, losses or expenses and agree that we have no legal responsibility if you provide your own **meter**. We may change our mind if the arrangements you make do not provide us with an adequate level of service in relation to your **contract** with us, and we may charge you our reasonable costs, losses or expenses of doing so.
- a) We may ask you for a **meter** reading before we start supplying your gas or electricity.
- b) We may estimate a reading for the date we start supplying you with gas or electricity or any subsequent date, based on how much gas or electricity was previously used at the **site**.
- c) You agree to give us a **meter** reading at least once every year.
- d) We have the right to use a different **meter** reading from the one you give us.
- e) If you disagree with a **meter** reading we have used (either actual or estimated), you must tell us within 5 days of the due date of the bill that shows and has been worked out by using the **meter** reading we have used. If you do not tell us within this time, we will assume you agree with the **meter** reading.

- f) We are not responsible for any defects in a **meter** or other fitting that we do not own or provide.
- g) You must not damage or interfere with the **meter**. If you do, we will charge you our, or our agents', reasonable costs to visit the **site** and carry out any work that needs doing to the **meter**. We will also charge you if we think you may have interfered with the **meter** in order to steal gas or electricity and for our estimate of the stolen gas or electricity.

- 6.2 When we ask, you must let us, our agents, the **transporter** or **network operator** visit each of your **sites** so we can inspect the **meter**. You must make sure it is safe for us to visit. You must let us visit your **sites**:

- a) for any reason that relates to your supply or **meter**, pipes or wires (this includes reading, inspecting, repairing, exchanging, testing, installing, isolating or removing a **meter** or stopping your supply);
- b) if we need to inspect or test a **meter** or connection we do not own or have not provided to check it is safe and gives accurate readings or make sure it has not been tampered with (you agree to pay our reasonable costs if we need to do this);
- c) if we need to arrange for your supply to be turned off because it is dangerous for any reason;
- d) if there is an emergency;
- e) if at any time there may be a change relating to or resulting from the supply (for example if we need to change the pipes connected to the **meter**);
- f) if we have stopped supplying your **site** and we want to collect any **meter** that belongs to us; or
- g) if we need to visit for any other reason and can do this legally.

- 6.3 If you or we think that the **meter** is not correctly recording the gas or electricity you use, we will choose a qualified person to test it. If the test shows that the **meter** is not recording information correctly (because it is outside the 'limits of error' set by **industry agreements**), we will replace or repair the **meter** as soon as is reasonably practical and we will pay for it.

- 6.4 If we ask for the test, we will pay for it. If you ask for the test, you must pay for it before we carry it out. If the test shows that the **meter** is not correctly recording the gas or electricity you use, we will refund the amount you paid for the test. If the **meter** is working properly, we will not refund you the amount you paid for the test. We will refund you any money if you have paid for more gas or electricity than you should have.

#### 7 About your supply

- 7.1 We can stop or limit your supply, or tell you to stop or limit the amount of gas or electricity you use if:
- a) we believe somebody's life or property may be in danger;
- b) you do not pay your gas or electricity bills by the due date;
- c) you break any of the terms of this **contract**;
- d) **Ofgem**, the **transporter** or the **network operator** tell us to do so;
- e) energy laws or **industry agreements** allow us to do so;
- f) circumstances that we have no control over prevent us from supplying you (although we will take reasonable steps to keep supplying you);
- g) we are not happy with the way your **meter** is set up (including when you have provided your own **meter** or we have not been able to read it, or we believe the metering equipment is being interfered with);
- h) you have refused to pay a security deposit we asked for;
- i) you have not been able to provide us with a guarantee we have asked for from your parent company or any director(s);
- j) we have agreed an **interruptible contract** with you for gas in your **contract details**;
- k) your business is wound up, if you or your business becomes insolvent or your business goes into administration or receivership or you or your business enter into an arrangement with people you owe money to (your creditors), or where we reasonably believe there is a risk of these things happening; or
- l) for **deemed sites**, if we have asked you to transfer the **site** to an alternative supplier and you have not done so by the time we tell you in our notice.

If you are asked to stop or limit the amount of gas or electricity you use at a **site** you must do everything you can to avoid using gas or electricity at the **site** straight away.

- 7.2 We are entitled to inspect and read your **meter** and stop your supply from outside a **site**.
- 7.3 We have the right to stop you transferring your supply to a new provider at any of your **sites** if:
- it is a **fixed-term contract or rolling-term contract** and you would still be in the **fixed term** or **rolling-term** when you wanted to transfer your supply;
  - you have owed us money for at least 28 days before the transfer was due to happen;
  - you try to change suppliers for electricity and the new supplier does not apply for all the related meter point administration numbers (such as for a warehouse and office at the same address);
  - you ask us to stop the transfer;
  - you pay by direct debit and you have a debit balance with us; or
  - you owe us money under any other agreement you have with British Gas.
- 8 Changes to this contract**
- 8.1 We can change the terms and conditions of this **contract** (including our prices, conditions, payment methods and other **charges**) for any **site** which is not a **fixed-term contract** or a **rolling-term contract** at any time. We will tell you about these changes which may include referring you to our website for details.
- 8.2 In relation to a **fixed-term contract** or a **rolling-term contract**, we can change the terms and conditions of this **contract** (including payment methods and terms and conditions) but cannot change the fixed prices unless:
- there are changes in costs under any law or **industry agreement**. This could include the introduction of new costs or changes in the amounts already included in your fixed price;
  - clauses 1.7, 2.5 or 3.3 apply.
- 9 Term and renewals for rolling-term contracts**
- 9.1 At the end of the **initial period**, the fixed term will be automatically extended for that **site** for one year or for any other time we tell you about. This is called the **renewal period**.
- The **renewal period** will begin the day after the **initial period** ends or the current **renewal period** ends.
  - The same terms and conditions will apply to the **site** in the **renewal period** unless we tell you that they have changed. Unless we tell you otherwise as set out in 9.1 c, the **charges** for the **renewal period** will be calculated by the average percentage rise in Platts, Argus or Spectron energy trading platforms over the **initial period** or any subsequent **renewal period**;
  - If the terms and conditions or the **charges** will change in the **renewal period** (**other than as set out in b above**), we will let you know in writing at least 35 days before the end of the **initial period** or **renewal period**. Unless you tell us otherwise under clause 9.2, the **renewal period** will start automatically after the **initial period** ends.
  - If you do not want to accept the new terms and conditions or **charges**, you must end the **contract** in relation to that **site** in line with clause 9.2 below.
  - We can withdraw our offer at any time before you have told us that you do not want to accept the new terms and conditions or **charges** under clause 9.2.
- 9.2 You may end this **contract** at the end of the **initial period** or **renewal period** by giving us notice in writing in line with clause 20.4, at least 28 days before the end of the **initial period** or **renewal period**.
- 9.3 When you have given us notice, we can negotiate new **contract details** or you can choose a new supplier to take over your supply when the **initial period** or **renewal period** ends. If not, clause 1.5 e will apply to your **contract**.
- 10 Term and renewals for fixed-term contracts**
- 10.1 You may end this contract for any **fixed-term contract** at the end of the **supply period** by giving us notice in writing in line with clause 20.4, at least 28 days before the end of the **supply period** for that **site**.
- 10.2 At the end of the **fixed-term** we may offer to enter into new fixed-term **contract** or **rolling-term contract** with you. Unless you tell us otherwise under clause 10.1, the **new fixed-term contract** or **rolling-term contract** will start automatically after your **fixed-term contract** ends. If you do not enter into new fixed-term **contract** or **rolling-term contract** with us and you

- continue to take gas and/or electricity this **contract** will continue to apply to the **site(s)** as described in clause 1.5 e.
- 10.3 If this **contract** ends for a **fixed-term contract** as described in clause 10.1, but you have not taken supply from another supplier from the end of the fixed term, we may stop your supply at the **site(s)**, and charge you our costs for stopping and restarting the supply.

## 11 After the end of your fixed or rolling term

- 11.1 In the following circumstances we are entitled to charge you higher prices at any **site** from the date the fixed or rolling term ends.
- If you have not changed supplier or agreed new **contract details** with us for any **site** or **supply point** once this term ends.
  - If we end this **contract** under clause 15.1 b or 15.1 d or because there is a problem with your credit standing (see clause 2.5).

If we charge higher prices in this way, this **contract** will still apply. But, clauses 7.3 a, b, e and f will not apply. You will be able to end this **contract** for that **site** as described in clause 14. We have the right to switch the **site** to a **fixed-term contract** or **rolling-term contract** by giving you written notice at any time.

## 12 Transfer of site(s)

- 12.1 If you agree to transfer the supply at a **site** to another supplier or take supply at any **meter point** at a **site** from another supplier, and you have not ended your **contract** with us that applies to that **site** in line with clause 9.2 or 10.1, if we ask you to, you must help us to object to the other supplier about the transfer, by contacting them and explaining that you have not ended the **contract** with us.
- 12.2 Without prejudice to clause 1.8 h or any other rights we have under this **contract**, if you transfer a **supply point** or **site** included in a **fixed-term contract** or a **rolling-term contract** to another supplier when you have not kept to clause 9.2 or 10.1, then:
- the **contract** will continue to apply, and you will be responsible for any **charges** or payments under it unless we agree otherwise; and
  - we may charge you a fee, which is set out in paragraph 4 of your **contract details**.

## 13 Moving out of or changing a site

- 13.1 Without prejudice to clause 1.8 h, if you are going to leave a **site** permanently:
- you must give us at least 28 days' notice. This is called the '**leaving notice**'. Your **leaving notice** must tell us:
    - the date you are leaving the **site**; and
    - your new address and phone number; and
    - the name and contact details (including the phone number and e mail address) of the new owner, or tenant or, if the property will be vacant, the landlord.
  - on the date you leave the **site**, you must take a final **meter** reading and tell us what it is in writing or by e mail; and
  - we may ask you to provide proof that there is a new tenant or owner at the **site** you are leaving.
- 13.2 This **contract** will continue to apply to that **site** and you will be responsible for all **charges** for the supply at the **site** until:
- you have kept to all the requirements in clause 13.1; and
  - another owner or occupier takes over the supply at the **site** with our written consent, which means that:
    - we have agreed in writing to accept them as a customer and to assign, partially assign or novate your rights and obligations under this **contract** to the new owner or tenant;
    - we accept their credit standing; and
    - they have given us a **meter** reading (we will use this as your final **meter** reading).

If you leave a **site** without keeping to the requirements of clause 13 we may charge you a fee for that **site** which is set out in paragraph 4 of your **contract details**.

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

#### 14 Ending a deemed contract

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

#### 15 Our rights to end this contract

15.1 We can end this **contract**:

- a) if you have a **deemed-site** immediately when we give you written notice for any reason and at any time;
- b) immediately when we give you written notice for the same reasons as we can suspend or stop supply under clause 7.1;
- c) as described in clause 2.5;
- d) immediately when we give you written notice because you stop trading, if your business is wound up, if you or your business becomes insolvent or your business goes into administration or receivership or you or your business enter into an arrangement with people you owe money to (your creditors), or where we reasonably believe there is a risk of these things happening;
- e) if the **transporter** or the **network operator** (or someone else on their behalf) isolates the **meter**, removes the fuse from the **meter**, or disconnects the **meter** at the **site**;
- f) if you do not take any supply of gas or electricity at a **site** for 3 months or more;
- g) if keeping to any clause in this **contract** means you or we would be breaking the law; or
- h) if your circumstances change so that this **contract** is no longer appropriate.

15.2 Without prejudice to any other rights we have, if we chose to end the **contract** when any of the above clauses (15.1 a to 15.1 h) apply, the **contract** will end immediately and you may have to pay a fee in line with clause 12.2 b) unless you agree a new supply contract with us based on your new circumstances.

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

#### 16 After this contract ends

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

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

- a) we have already made reasonable efforts to pay you the money before the **contract** ended and 12 months has gone by since we told you of the final amount we owed you; or
- b) we cannot send the money we owe to you because you have not given us a forwarding address and 12 months has gone by after the **contract** has ended. Clause 3.9 will continue to apply after the end of the **contract**.

#### 17 Our responsibility for loss or damage

17.1 We are legally responsible if:

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

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

- a) We will not be legally responsible if you suffer any loss of actual or expected profit, income, business contracts, production, goodwill or other financial loss and/or indirect loss or damage, or any loss or damage if you have any special circumstances.
- b) If the **transporter** or **network operator** is responsible for anything that is lost or damaged, we will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.
- c) We will not pay you more than £100,000 for any claims you have against us while we are or were your supplier.

17.3 You are legally responsible to us for all loss or damage (including any liability we may have to any third party so arising) arising out of any breach by you of your obligations

under this **contract** or your negligence up to the total amount that:

a) we pay to any third party as a result of your breach of your obligations under this **contract** or your negligence; plus either:

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

17.4 Each clause in clause 17 applies separately. If a court or authority tells us we cannot enforce a certain clause, the other clauses will still apply.

#### 18 Using personal information

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

We will check your details with one or more credit-reference and fraud-prevention agencies to help us make decisions about your ability to make payments and the goods and services we can offer you. If you would like more information about this, go to:

[www.britishgas.co.uk/business/](http://www.britishgas.co.uk/business/) or phone us on **0845 600 0604** and we will send you a leaflet.

a) We will ask credit-reference and fraud-prevention agencies for information about you and all the people you are applying with if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this. If you provide false or incorrect information and we suspect fraud, we will pass your details to credit-reference and fraud-prevention agencies. Law-enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.

b) We will use the information credit-reference and fraud-prevention agencies give us to:

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

c) When we ask credit-reference agencies to carry out a search, they will record this on your credit file and will also record whether your application is successful or not.

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

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

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

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

Call Credit  
Consumer Services Team  
PO Box 491  
Leeds  
LS3 1WZ  
Phone: 0870 0601414  
Equifax plc  
Credit File Advice Centre  
PO Box 3001  
Bradford  
BD1 5US

Phone: 0870 010 0583  
 Website: www.myequifax.co.uk  
 Dunn and Bradstreet UK  
 Marlow International  
 Parkway  
 Marlow  
 SL7 1AJ  
 Phone: 0870 243 2344  
 Website: www.dnb.co.uk

- 18.2 If you give us information on behalf of someone else, you confirm you have given them the information set out in this **contract**, and that they have given permission for us to use their personal information in the way we have described in clause 18.1. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this **contract**.
- 18.3 We may use your information to help train our staff. We may also monitor and record any communication we have with you (including phone conversations and e-mails) to make sure we are providing a good service and to make sure we are meeting our legal and regulatory duties.

### 19 Change of law

If there is any change to any law or regulation, decision or advice by a **regulatory authority** which applies to this **contract** which makes any part of it illegal, unenforceable or affects the **charges** we may change the terms of this contract or the **charges**.

### 20 Other information

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

- 20.2 We can transfer all or any part of this **contract** to another supplier.
- 20.3 Any notice we give you or you give us must be in writing, on headed paper and delivered by hand by first-class post, courier, by fax or by e-mail.
- You and we will consider notices delivered by hand to have been received when they are delivered.
  - If you and we send letters by first-class post, you and we assume the letters have arrived within two days of posting them.
  - You and we will consider notices by e-mail or fax to have been received on the day they were sent. Even if your name is not correct on the notice we send, we will still assume you have received it, unless you have told us about our error in the past and we have still not updated our records in a reasonable time.
- 20.4 Any notices you give us must be in writing only. You should send them to your account manager at British Gas Business, 1600 Parkway Court, Oxford Business Park, Garsington Road, Oxford, OX4 2JY.
- 20.5 The laws of England and Wales apply to this **contract** and the relationships created under it, and (except in relation to any application by us for a warrant to enforce our rights under this **contract**) the courts of England and Wales have exclusive jurisdiction.
- 20.6 If, at any time, we do not enforce any part of this **contract**, this will not stop us from doing so in the future.
- 20.7 If a court thinks a part of this **contract** is not valid, the rest of the **contract** will not be affected.
- 20.8 Where we use "include", "including" "in particular" or any similar expression in this contract, it is for illustration only and will not limit the sense of the rest of the sentence or paragraph.