



Agreement for the Supply of Gas to Business Customers

General Terms and Conditions

Version V2

1. DEFINITIONS

In these Conditions, the following words will be given the meaning detailed below:

Agreement Date – The date the Contract is entered into by the Customer as detailed in the Commercial Schedule.

Annual Consumption – The Annual Quantity (AQ) of Services specified in the Commercial Schedule in respect of each Meter.

Back-Billing – A catch-up bill sent by us when you have been incorrectly charged for the Services. Further information can be found at clause 9.6.

Business Day – A day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

CCL (Climate Change Levy) – A tax charged in the UK on the commercial and industrial use of gas set out in Schedule 6 of the Finance Act 2000, and any similar tax, including exemptions and discounts you may be eligible for under the Act.

Charges – The fees paid for the Services, whether you are on a Deemed Contract, Fixed Price Plan, or a Variable Price Plan, including any other charges which may become payable under these Conditions.

Commencement Date – Has the meaning set out in clause 4.2.

Conditions – These terms and conditions as amended from time to time in accordance with these Conditions.

Contract – The contract between BNG and the Customer for the supply of Services in accordance with these Conditions.

Contract End Date – The date on which this Contract is due to end, as specified in the Commercial Schedule and subsequent invoices. If no valid termination notice is received before this date, and no incoming supplier takes over the supply, the Contract may be subject to automatic renewal in accordance with Clause 4.4.

Customer – The business, sole trader, company, or firm who purchases Services from BNG.

Daily Standing Charge – The daily charge for making the Services available at the Premises and keeping you connected to the energy network, even when you might not be using the Services. This includes carrying out meter readings, maintenance, and other related charges. This will be calculated in your quote for the Services, and you will pay this charge throughout the Contract regardless of whether the Services are used or not. The Daily Standing Charge will be as set out in the Commercial Schedule in accordance with 8.4.1.

Data Aggregator – An agent appointed by BNG to aggregate individual consumption data relating to a Premises into a consolidated data set.

Data Collector – An agent appointed by BNG to provide data retrieval and/or data processing services.

Data Controller – A person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data is, or is to be, processed.

Data Processor – In relation to personal data, means any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.

Data Subject – An individual who is the subject of Personal Data.

Deemed Premises – Any Premises which we supply Services to in accordance with the circumstances described in Clause 4.3.

Deemed Rate – The rates and charges published from time to time by BNG (available at www.nationalgas.org.uk) in accordance with Schedule 2B of the Gas Act 1986. The Deemed Rate is charged when a customer moves into Premises to which BNG supplies Services, and no formal contract has been entered into between the Customer and BNG.

Disconnection – The interruption of gas supply to the Premises, typically due to non-payment or safety concerns. This may involve the removal of the meter, capping of internal or external pipework, or isolation of the supply via valve closure. In most cases, the underlying infrastructure remains in place and may be reconnected upon resolution of the issue and payment of any applicable Charges.

DP Law – The UK Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR), the Privacy and Electronic Communications Regulations 2003 (SI 2426/2003), together with any secondary legislation, order, regulation, or instrument made under, and any legislation which replaces, supersedes, or complements (wholly or in part) the same.

Fixed Price – The price at which we have agreed to supply you the Services, which is a fixed amount each month and is not variable.

Fixed Price Plan – The agreed period of time we have agreed to supply you the Services at a Fixed Price.

GGL (Green Gas Levy) – A UK government-imposed levy designed to support the production of biomethane, a renewable gas alternative. The levy is charged to gas suppliers and may be passed on to customers to help fund the

Green Gas Support Scheme (GGSS), which incentivizes greener energy solutions.

Housing Association Contract – An agreement with a Housing Association to supply Services to Premises where there is a resident who may be a domestic customer, but the Housing Association pays for the Services.

Initial Period – The period stated in the Commercial Schedule as contract length and will commence on the date the Services are supplied to the Premises.

Meter – The measuring equipment in respect of the supply of Services at or near the Meter Point at the Premises.

Meter Point – The point at which the Customer's infrastructure is connected to the Services supply pipeline at each Meter.

Micro Business – As defined by Ofgem, a business which: (i) consumes less than 293,000 kWh of gas per year; or (ii) employs fewer than 10 employees and the annual turnover or annual balance sheet does not exceed €2 million; or (iii) consumes less than 100,000 kWh of electricity.

Monthly Standing Charge – The monthly charge for making the Services available at the Premises and keeping you connected to the energy network, even when you might not be using the Services. This includes carrying out meter readings, maintenance, and other related charges. The Monthly Standing Charge will be communicated to you once we become aware that the Services are not in use in accordance with Clause 8.4.2.

Ofgem – The Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain, or any regulatory organisation which replaces it.

Out of Contract Rate – The price charged for the Services when a Fixed Price Plan or other contractual arrangement has ended, and no new contract has been agreed with BNG, nor has the Customer switched to another supplier. The Out of Contract Rate applies from the Contract End Date (not the date notice was given) and continues until the Customer either:

- (i) leaves the Premises,
- (ii) agrees a new contract with BNG, or
- (iii) successfully transfers supply to another supplier.

Permanent Disconnection – The permanent removal of the gas meter and physical isolation of the Premises from the gas distribution network. This may include capping or cutting the service pipe or isolating the supply via valve closure at street level, depending on the method used by the network operator. Once permanently disconnected, gas cannot be supplied unless a new connection is requested and approved, which may involve additional charges and infrastructure works.

Personal Data – Data which relate to a living individual who can be identified.

Personal Data Breach – A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

Premises – Any property or site we supply Services to under this Contract as may be listed in the Commercial Schedule or at a Deemed Premises.

Renewal Periods – Subsequent 12-month periods from the end of the Initial Period or subsequent Renewal Period.

Security Deposit – A deposit taken at the start of the Contract by BNG, with the Customer's permission, where a deposit is deemed necessary and which is kept in a secure security deposit account by BNG.

Small Business – As defined by Ofgem, a business which: (i) consumes less than 500,000 kWh of gas per year; or (ii) employs fewer than 50 employees and the annual turnover or annual balance sheet does not exceed £10.2 million; or (iii) consumes less than 200,000 kWh of electricity.

Transporter – The company licensed to deliver gas through the pipes to your Premises.

Variable Price Plan – The agreed period of time we have agreed to supply the Services at a Variable Rate.

Variable Rate – A rate which is not fixed and may increase or decrease in accordance with the wholesale price of the Services.

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

Writing – When we use the words "writing" or "written" in these Conditions, it includes letter and emails.

2. THESE CONDITIONS

These Conditions apply to all contracts for the supply of Services by BNG to the Customer. They govern the relationship between BNG and the Customer and set out the rights, responsibilities, and obligations of both parties.

These Conditions apply to all supply types, including but not limited to Fixed, Variable, and Deemed Contracts.

These Conditions supersede any previous agreements or representations made by BNG or the Customer. No changes to these Conditions will be valid unless agreed in writing by BNG.

If any provision of these Conditions conflicts with any applicable law or regulatory requirement (including Ofgem regulations), the relevant law or regulation will take precedence, and the rest of these Conditions shall remain in full force.

By accepting the supply of Services, the Customer acknowledges and agrees to these Conditions. If the Customer does not agree with these Conditions, they must not use the Services.

These Conditions are subject to change. Any updates will be communicated to the Customer at least **30 days in advance** of taking effect, unless changes are required by law or regulation, in which case they may take immediate effect.

3. INFORMATION ABOUT US AND HOW TO CONTACT

3.1 Who We Are

We are UK National Gas Ltd (“BNG” or “we” or “us”) a company registered in England and Wales with company registration number 07314065. Our registered office is at Cotswold House, 219 Marsh Wall, Canary Wharf, London, E14 9FJ.

3.2 How to Contact Us

You can contact us by:

- Phone: 03030 311 200 (available Mon-Fri / 9am-5pm)
- Email: customerservices@nationalgas.org.uk
- Post: National Gas, Cotswold House, 219 Marsh Wall, Canary Wharf, London, E14 9FJ
- Website: www.nationalgas.org.uk

3.3 How We Will Contact You

We will communicate with you using:

- Email
- Telephone
- Post
- SMS

Any notices or important updates regarding your contract, pricing, or service changes will be sent to your most recent contact details provided to us. It is your responsibility to ensure your contact details are kept up to date.

4. OUR CONTRACT WITH YOU

4.1 Quote and Order Acceptance

Any quotation given by BNG shall not constitute an offer and is only valid subject to market lock confirmation by the supplier.

4.2 How We Will Accept Your Order

Our acceptance of your order will take place when we email or write to you or start to provide you with the Services, at which point the Contract will come into existence between you and us (“Commencement Date”). The fixed term set out in the Commercial Schedule (confirming the contract length), will commence when you first receive the Services. This may result in your Contract End Date for the agreed term being later than what is specified in your Commercial Schedule.

4.3 Deemed Contract

A Contract will be deemed to have started if:

- You move into Premises in which the Services are already available;
- Your tenants move out of the Premises;
- You take on responsibility for the Premises;
- Your supply has been accidentally transferred to us by mistake;
- Ofgem has appointed us as your supplier for any reason.

The terms of the Deemed Contract will apply until you switch suppliers or sign a contract with us.

4.3.1 No Meter, No Supply, No Deemed Contract

Where there is no Meter installed at the Premises, and no physical evidence of gas being taken or used, no Deemed Contract will arise under Clause 4.3 or Schedule 2B of the Gas Act 1986. In such cases, the absence of a Meter constitutes conclusive evidence that no gas has been supplied or taken at the Premises, and therefore no consumption-based liability shall apply. However, if the Premises remain connected to the gas distribution network (e.g., via an active capped service pipe), BNG may apply a standing charge in accordance with Clause 8.4 to recover costs associated with keeping the Premises capable of receiving supply, including transporter and infrastructure charges.

4.4 Contract Duration and Renewal

Your contract length is specified in your agreement and shall begin on the commencement date and shall continue, unless terminated earlier in accordance with Clause 11 or Clause 13. Fixed-term contracts automatically renew unless you provide termination notice within the agreed timeframe of 30 days before renewal. (non-Micro business) details of renewal terms and notice periods will be provided in your contract confirmation.

If you have provided termination and your fixed-term contract ends and you do not switch suppliers or agree to a new contract, you will be placed on our default Out of Contract Rate, which may be higher than your previous rate. This will **continue until**:

- You switch to a new supplier.
- You agree to a new contract with us.
- You vacate the premises and notify us.

4.5 Credit Reference

You agree that we may check your credit score before the Contract starts and at any time during this Contract. If we are not happy with your credit score, we may:

- Ask you to pay a Security Deposit as a form of security;
- Choose not to supply you with the Services; or
- End any supply which has already occurred.

4.6 If We Cannot Accept Your Order

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of:

- Unexpected limits on our resources which we could not reasonably plan for,
- A credit reference we have obtained for you does not meet our minimum requirements, or
- We are unable to meet a deadline you have specified.

4.7 Your Order Number

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us your order number whenever you contact us about the Services.

4.8 When We May Reject a Contract

We reserve the right to reject a contract if:

- You fail a credit check or do not provide a requested security deposit.
 - There are outstanding debts with us related to another contract.
 - We have reason to believe the Premises are being used for unlawful or unsafe activities, including but not limited to tampering with gas infrastructure, energy theft, or other criminal conduct.
- If your contract is rejected, we will notify you as soon as possible.

4.9 Marketing Material

Any drawings, descriptive matter, or advertising issued by us, and any descriptions or illustrations contained in our marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual effect.

4.10 We Only Provide Our Services in Great Britain

Unfortunately, we do not accept orders from or provide Services to addresses outside Great Britain (GB).

4.11 Exclusion of All Other Conditions

These Conditions apply to the Contract to the exclusion of any other conditions that the Customer seeks to impose or incorporate.

5. RIGHT TO MAKE CHANGES

5.1 If You Request a Change to the Services

If you wish to make a change to the Services you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the timing of supply or anything else which may need to change as a result of your request and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change, or the consequences of making the change are unacceptable to you, you may want to end the Contract (see ‘Your Rights to End the Contract’).

5.2 Changes to These Terms and Conditions

We may change these terms and conditions at any time by notifying you about any changes, in writing 30 days before they take effect, wherever this is possible. This may include referring you to our website for details or writing to you and enclosing a copy of our terms and conditions.

5.3 Regulatory or Legal Changes

If there is a change to any laws or regulations, or a regulatory authority such as Ofgem gives a decision or advice that applies to this Contract and the Services we supply to you, we may change the terms of this Contract, including the Charges, as we consider reasonably necessary to reflect the relevant change, decision, or advice. We will not increase prices to recover any costs, expenses, or Charges that could reasonably have been expected by us.

6. PROVIDING THE SERVICES

6.1 When will we provide the Services

During the order process, we will let you know when we will provide the Services to you.

6.2 Transfer of supply from another supplier

If we do not already supply the Premises when we agree this Contract and where you want the Services to start as soon as possible, we will aim to complete the transfer of the supply within the faster switching time frame of 3-5 days of the day we agree the Contract details with you, unless you would like the supply to start later than this.

6.3 When we may not be able to complete the transfer

In certain circumstances, we may not be able to complete the transfer from another supplier where:

- 6.3.1** Your old supplier objects to the transfer;
- 6.3.2** We do not have the information we need from you to start the Services;
- 6.3.3** You were previously connected to a private supply network and a physical connection needs to be made, or your Meter needs to be changed;
- 6.3.4** You do something which prevents us from taking over the supply; or
- 6.3.5** Ofgem prevents us from supplying the Services to you.

6.4 We are not responsible for delays outside our control

If our supply of the Services is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract.

6.5 If you do not allow us access to provide Services

If you do not allow us access to the Premises to perform the Services, as arranged, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you to re-arrange access to the Premises, we may end the Contract, and Clause 11.1.3 will apply.

6.6 What will happen if you do not give required information to us

We may need certain information from you so that we can supply the Services to you, for example, company name, site address, registered office address, and reference numbers concerning the supply of Services to you. The information required will have been notified to you before you place your order.

We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and Clause 11.1.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

We will not be responsible for supplying the

Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.2 Transfer of Supply from Another Supplier

If we do not already supply the Premises when we agree this Contract and where you want the Services to start as soon as possible, we will aim to complete the transfer of the supply within 5 working days of the day we agree the Contract details with you, unless you request a later date.

In some cases, the transfer may take longer due to circumstances beyond our control, such as:

- Your old supplier objecting to the switch;
- Incomplete or missing information required to process the switch;
- A physical connection or meter change being necessary;
- You taking actions that prevent us from taking over the supply; or
- Ofgem intervention that restricts our ability to switch your supply.

If we anticipate any delays, we will notify you as soon as possible and take reasonable steps to complete the transfer as quickly as we can.

6.8 Your rights if we suspend the supply of Services

We will contact you in advance to tell you we will be suspending the supply of the Services, unless the problem is urgent or an emergency.

6.9 We may also suspend supply of Services if you do not pay

If you fail to pay us for the Services by the due date (see Clause 11.1.1), and still do not make full payment within 3 calendar days of a reminder being issued, we reserve the right to suspend the supply of gas to your Premises.

Suspension of supply may include, but is not limited to, the isolation or disconnection of the meter, removal of metering equipment, and/or physical capping of the gas pipework. However, once removed, metering and gas flow will not be reinstated unless a reconnection is requested and approved, which may be subject to additional costs and technical assessments.

We will contact you before any such action is taken, unless the matter is urgent or an emergency. We will not suspend the supply where there is a valid and active dispute regarding the invoice.

In addition to suspension, we may charge you interest on overdue amounts in line with Clause 9.7 and recover all reasonable costs associated with the disconnection and any subsequent reconnection.

6.10 Gas pressure limitations

We are not responsible for supplying gas at a greater pressure than the pressure shown in S.16(1) of the Gas Act 1986 (as amended).

7. YOUR OBLIGATIONS

7.1 By taking on supply of the Services at the Premises you:

7.1.1 Confirm that you own or use the Premises and that it is connected to mains services.

7.1.2 Agree that if you owed us any money prior to the start of the Contract (for these Premises or any other premises under another contract), you owe us that money under this Contract and will pay what is owed.

7.1.3 Agree that we are responsible for delivering the Services from outside the Premises from a Meter and that you are responsible for the Meters on your Premises.

7.1.4 Agree that if you are a partnership, we may claim any money owed to us from you or any of your partners under this Contract.

7.1.5 Confirm that the Services are primarily used for non-domestic purposes.

7.1.6 Confirm that your previous supplier has no reason to object to you transferring your supply to us and you agree that any money owed to your previous supplier will be paid in full, together with any other charges payable.

7.1.7 Agree that you are authorised to enter into this Contract on behalf of your organisation and will provide us with the necessary evidence of the same should we require it.

7.1.8 Will tell us if you expect your usage to increase/decrease substantially. We have agreed an Annual Consumption with you as set out in the Commercial Schedule or Contract Pad or the maximum amount the Transporter has agreed to supply to your Meter Points. You may have to pay extra Charges if your use exceeds 110% or falls below 90% of the Annual Consumption. Additional charges related to this can be found in Clause 8.9.8 (Additional Charges).

7.1.9 Will tell us immediately if you become aware of any breach or potential breach of clauses 20.9 and 20.10 and provide reasonable assistance in helping us investigate the breach or potential breach.

7.1.10 Will tell us if you are moving out of the Premises or if the Premises are going to be empty for any period of time and you won't be using the Services.

8. PRICE

8.1 Where to Find the Price

The price of the Services will be the price detailed in the Commercial Schedule. We take all reasonable care to ensure that the price of the Services is correct. However, please see Clause 8.3 for what happens if there is an error in the price of the Services you order. The Charges will depend on how much of the Services you use.

8.2 VAT and CCL

VAT is added to the Charges and shall be paid by you in addition to the Charges. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay.

If you do not pay enough VAT due to incorrect information you have provided us with, we are not legally responsible for paying the additional VAT, and you must pay us or HMRC if requested.

If CCL (Climate Change Levy) becomes payable, you will also be charged CCL in line with existing legislation.

8.3 What Happens If We Got the Price Wrong

If we accept and process your order where there is a pricing error, the party which notices the error should inform the other straight away. We will then try to agree on the correct pricing with you, and if we cannot come to a reasonable and fair agreement, we may end the Contract immediately.

8.4 Standing Charge

Our Charges for supplying the Services may include a Standing Charge. The Standing Charge that applies to you depends on whether you have agreed to pay a Daily Standing Charge as part of your Contract. If your Premises are empty and you are not using the Services, you may be charged a Monthly Standing Charge to cover the rental of the Meter and other associated costs.

If you are on a Deemed Contract, you must contact us to find out what your Standing Charge is.

8.4.1 If applicable, the Daily Standing Charge will be set out in the Commercial Schedule.

8.4.2 If a Monthly Standing Charge applies, we will notify you of the price you need to pay once you tell us that you won't be using the Services at the Premises (e.g., you have notified us that the Premises are going to be empty, or we become aware that you won't be using Services). This charge may still apply where the Meter has been removed, provided the Premises remain connected to the gas distribution network via an active supply pipe, capable of flowing gas, to cover the ongoing costs of network availability and capacity reservation. You must tell us when you start using the Services again. If you do not wish to pay a Monthly Standing Charge, you may have the connection removed at your cost as per clause 14.4, but please note that this will mean that you will no longer be connected to receive gas at the Premises.

You may also move to an alternative supplier who may not charge you a Monthly Standing Charge.

8.5 Deemed Prices

Where you receive the Services under a Deemed Contract as referred to in Clause 4.3, the price is published from time to time by BNG (available at www.nationalgas.org.uk) in accordance with Schedule 2B of the Gas Act 1986. A Deemed Rate supplies Services, and no formal contract has been entered into between the Customer and BNG. The Deemed Rate applies until the Customer either:

- (i) Moves to another supplier; or
- (ii) Signs a contract with BNG.

The Deemed Rate is usually higher than any Fixed Price we might agree with you.

8.6 Fixed Prices

Where we have entered into a Fixed Price Plan with you, you will pay the Fixed Price for the duration of the Fixed Price Plan, unless amended due to a change in law, regulatory requirement, or in the event of a material disruption to the gas supply chain or wholesale commodity market (including, but not limited to, geopolitical conflict, trade sanctions, LNG delivery interruption, or extreme wholesale price volatility).

8.7 Variable Prices

Where the Variable Price Plan applies, we can change our prices at any time by giving you 30 days' notice in writing.

8.8 End of Fixed Price Plan

If we have agreed a Fixed Price Plan with you and the Initial Period comes to an end owing to you terminating the Contract in accordance with Clause 4.4, the price payable for the Services will be the Out of Contract Rate unless you agree to a further Fixed Price Plan or Variable Price Plan with us.

8.9 Additional Charges

We will be entitled to pass through or charge additional costs in circumstances outside of our control not set out in the Commercial Schedule. These include, but are not limited to:

- 8.9.1** Our reasonable costs of trying to recover money you owe to us or costs due to your breach of other Conditions of the Contract, including but not limited to, administrative charges, or third-party costs, such as sending an agent to the Premises.
- 8.9.2** Our reasonable costs of stopping, disconnecting, or reconnecting your supply.
- 8.9.3** Our reasonable costs if you fail to keep an agreed appointment with our agents at the Premises or prevent our agent from reading your Meter.
- 8.9.4** Our reasonable costs if you interfere with your Meter or steal Services.
- 8.9.5** Our reasonable costs of reading your Meter if you ask us to do this.
- 8.9.6** Sending any documents we have already given to you.
- 8.9.7** Costs imposed by the government.
- 8.9.8** Annual Consumption Outside of Contracted Usage Allowance

At the end of each 12-month period of Supply or the Fixed Term Period, we will compare your Actual Consumption to the Total Contracted Consumption. If your Actual Consumption falls below 90% or exceeds 110% of the agreed amount, you will be charged as follows:

- Under-Usage (Below 90%) – Charged at the contracted rate, plus an administration fee of 1p per kWh for the shortfall up to the agreed 90% volume.
- Over-Usage (Above 110%) – Charged at the Deemed/Out of Contract Rate, as applicable at the time of review.

If the Agreement expires or is terminated early, Charges will be calculated as if supply had continued for the full term. If the final period of a Fixed Term or its extension is less than a full year, the Contracted Consumption will be adjusted proportionally.

8.10 Renewal

We may write to you during any Renewal Period to provide a price for a new contract or agreement with us to start after the date of any Renewal Period.

8.10.1 Micro-Business Customers

If you are a Micro-Business and:

- You do not provide termination notice before your contract end date, and
- No new supplier has successfully taken over your supply at the contract end date,

Your contract will automatically roll over for 12 months at a renewal rate, which will be communicated in advance in line with Clause 13.4.

8.10.2 Non-Micro Business Customers

- If you do not provide written termination notice at least 30 days before your contract end date, your contract may automatically roll over for 12 months at a renewal rate communicated to you in advance.

- Once rolled over, the renewal term is binding for the full 12 months. You will not be able to switch suppliers during this period unless you pay any applicable termination fees.

- Renewal pricing will be communicated to you in advance, allowing you to compare options and negotiate alternative terms before the contract rolls over.

8.11 Charges for Other Properties

If your Meter also supplies other addresses that you are not responsible for, you must tell us about these. You will be responsible for paying for Services supplied at those addresses unless we have agreed otherwise with you in writing.

8.12 Tenants

If you let your Premises to a tenant, you must tell us immediately and provide details of your tenant and any supporting documentation in evidence of this. You will also need to provide us with Meter readings.

You will be responsible for paying for the Services unless we have authorised the tenant to take over responsibility for the Services.

9 PAYMENT

9.1 When you must pay and how you must pay. You must pay for the Services each month on the date specified on your monthly invoice until the Services are terminated.

9.2 Information and allocation of payment. You should include with your payments enough information for us to allocate payment to your account such as account number, invoice number or Premises' details. We can allocate your payment to any outstanding money owed by you as we see fit.

9.3 Direct Debit. If paying by Direct Debit:

9.3.1 We may change the amount you pay and when you pay it by giving you 10 Business Days' notice of any change.

9.3.2 Any Charges payable via direct debit, which fall on the date as specified within Commercial Schedule owing to insufficient funds, will be attempted again 10 calendar days after the due date. You ensure sufficient funds are available in your account by this date or alternatively contact us if you cannot pay this in full.

9.3.3 Failed Direct Debits & Rebilling Charges

If your Direct Debit **fails** due to insufficient funds:

We will reattempt collection after 10 calendar days.

If the retry fails or the account remains unpaid, we may:

- Apply a late payment charge;
- Charge interest under Clause 9.7;
- Reissue the invoice with a 7.5% administration uplift to reflect the removal of the Direct Debit discount.

9.3.4 Cancellation of Direct Debit

If your Direct Debit is cancelled without our prior written agreement:

- We may treat this as a material breach of contract;
- Any Direct Debit discounts will be immediately revoked;
- Your pricing may revert to the applicable Out-of-Contract Rate from the date of cancellation;
- We reserve the right to suspend the processing of any Change of Tenancy (COT), supplier switch, or site transfer where there is an outstanding balance, unless otherwise required by regulation;
- You remain contractually bound until valid termination is confirmed.

9.4 Invoices. We will invoice you monthly. You must pay each invoice within 10 calendar days after the date of the invoice. You must tell us if:

9.4.1 you haven't received a bill in line with your expected billing interval;

9.4.2 your bill is unusually high or low; or

9.4.3 there is any change in your circumstances that may lead to changes in the amount of the Services you use.

9.5 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. However, you must pay 75% of the Charges invoiced or the undisputed amount, whichever is the higher, by the date you are due to pay us and you should continue to pay future invoices we send to you. Once the dispute is resolved, we may charge you interest on correctly invoiced sums from the original due date, where these haven't been paid.

9.6 Back-billing limits: If you are a Micro Business, we will not bill you beyond the previous 12 month rolling period, unless we determine that:

9.6.1 You have made no reasonable attempt to contact us to arrange payment, including situations where you move premises.

9.6.2 You have not co-operated with attempts to obtain meter readings or resolve queries requested by us. This includes failing to allow access to the Premises or failing to respond to requests for meter details or meter readings.

9.6.3 You have otherwise wilfully avoided payment.

In which case, we may back bill you for a longer period.

9.7 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base interest rate of BOE from time to time. This interest shall accrue on a daily basis from the due date until the date of payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.8 Financial Difficulties

You must contact us as soon as possible if you cannot pay in full by the due date. If you are experiencing financial difficulties, we may be able to offer support or discuss alternative payment arrangements.

You can also seek free, independent financial advice from the following organisations:

- Citizens Advice – Call 0808 223 1133 or visit www.citizensadvice.org.uk
 - National Debtline – Call 0808 808 4000 or visit www.nationaldebtline.org
 - StepChange Debt Charity – Call 0800 138 1111 or visit www.stepchange.org
- If you are struggling to meet your payments, please reach out so we can work with you to find a solution.

10. TERMINATION FEE

10.1 When Termination Fees Apply

If you end the Contract before the end of the Fixed Term Period, you may be required to pay a Termination Fee.

The Termination Fee will apply unless:

- You switch to another supplier with a valid notice period.
- Your Contract ends due to regulatory changes outside of our control.
- Does Not Apply to Deemed Contracts
- Does Not Apply to micro business customers during Roll-Over Period

Additionally, if this Contract is wrongfully terminated by you, or if we terminate it due to your material breach, or if any event under Clause 7, 11, and/or 14 occurs, we may pursue additional legal remedies in addition to charging a Termination Fee.

10.2 How Termination Fees Are Calculated

The Termination Fee consists of:

10.2.1 A £250 administration charge per Supply Point covered by a Fixed-Term Contract.

10.2.2 Any reasonable costs, losses, or expenses we incur as a result of early termination, including any costs associated with selling back volumes of energy purchased on your behalf. This includes any difference between the original purchase price and the prevailing wholesale sale price of the energy at the time of termination, calculated from the date of termination until the end of your original supply period (rounded up to whole months).

10.2.3 Any other reasonable costs, charges, or expenses incurred due to the termination.

For the avoidance of doubt, the recovery of energy costs under Clause 10.2.2 shall always be equal to or greater than £0.00.

We will calculate the amount owed and provide you with a final bill, which must be paid by the due date stated.

10.3 Payment of Termination Fees

You must pay any applicable Termination Fee in full within the timeframe specified on your final invoice.

11. OUR RIGHT TO END THIS CONTRACT

11.1 When We May End the Contract

We may **end this Contract at any time** by **writing to you** if:

11.1.1 You fail to make payment when due and still do not pay within 3 days of being reminded payment is due.

11.1.2 You do not within a reasonable time of asking you fail to provide necessary information for us to supply the Services, or you provide false information.

11.1.3 You fail to allow access to the Premises within a reasonable time for us to provide the Services.

11.1.4 You breach any material responsibility under the Contract.

11.1.5 Keeping the Contract would cause either party to break the law.

11.1.6 We may end the Contract by giving written notice, unless terminated in accordance with Clause 11. If your Premises are covered by a Fixed Price Plan, we may only terminate at the end of the Fixed Price Plan, subject to the terms outlined in Clause 11.

11.1.7 The Transporter (or someone on their behalf) isolates, disconnects, or removes the Meter from the Premises.

11.1.8 Ofgem instructs us to end the Contract or we are required to stop the supply due to regulatory action.

11.1.9 You enter administration, liquidation, receivership, or any form of insolvency proceedings.

11.2 Consequences of Contract Termination

If we end the Contract under Clause 11.1, then:

11.2.1 You must immediately pay all outstanding Charges, including any applicable Termination Fees under Clause 10.

11.2.2 If supply is disconnected, you will be liable for reconnection costs should you wish to resume supply with us.

11.2.3 We may pass your account to a debt recovery agency, and you will be responsible for any additional costs incurred.

11.3 Right to End the Contract for Deemed Sites

If you are supplied under a Deemed Contract and you have not:

- (i) entered into a formal contract with us, or
- (ii) transferred your supply to another supplier

within 30 days of the deemed supply commencing, we reserve the right to arrange to disconnect the supply to the Premises after providing at least 14 days' written notice.

You will remain liable for all Charges incurred up to and including the date of disconnection.

11.4 Compensation for Contract Breach

If we end the Contract due to any situation under Clause 11.1, we may:

- Charge reasonable compensation for the net costs incurred as a result of you breaking the Contract.
- This may include outstanding Charges, Termination Fees, and any other direct losses resulting from the breach.

12. MOVING OUT OR CHANGING PREMISES

12.1 Notifying Us of a Change of Tenancy (COT Notice)

If you are permanently moving out of a site, you must provide us with at least 28 days' prior written notice ("COT Notice").

Your COT Notice must include:

12.1.1 The date you are moving out of the site.

12.1.2 Your new address and phone number.

12.1.3 The name and contact details (including phone number and email) of:

The new owner or tenant, or

If the site will be vacant, the landlord.

12.2 Providing a Final Meter Reading

- On the date you move out, you must:
- Take a final Meter reading.
- Send the reading to us in writing.

If you do not provide a final meter reading, you agree that we may use an industry-estimated meter reading as applied by the system to calculate your final Charges

12.3 Proof of Change in Occupancy

We reserve the right to request proof that there is a new tenant, owner, or that your occupancy has ended, including in cases where you are on a Deemed Contract.

Acceptable proof may include, but is not limited to:

- A copy of a lease, tenancy agreement, or sale contract.
- Any legal or official documentation confirming a change of responsibility for the site.

Verification Rights:

- We reserve the right to verify the validity of any documents provided with the relevant third parties, including but not limited to landlords, property management companies, letting agents, or legal representatives.
- Until we receive and confirm valid proof, we will not process your COT Notice or close your account for the site, and you will remain liable for all Charges.

12.4 Responsibility for Charges Until Transfer

Unless you comply with Clause 12.1, this Contract shall continue to apply to the site, and you will remain responsible for:

All Charges for the site until:

- A new owner, occupier, or landlord takes responsibility, or
 - The supply to the site is disconnected by us or the network operator.
- Any outstanding debts owed to us in relation to the site, which must be paid in full.

12.5 Termination Fees for High-Volume Sites

If the site(s) you are leaving represent a significant proportion of the total energy consumption forecasted under your contract, you will be liable for any applicable Termination Fees as described in Clause 10.2.

12.6 If You Let or Sub-Let a Site

If you let or sub-let a site and still owe us money, this Contract will continue to apply until:

All outstanding charges and costs (including those incurred due to failure to notify us of ownership changes) are paid in full.

Even if we agree to supply the new tenant or sub-tenant under a separate contract, you will still be responsible for any unpaid debts related to the site.

12.7 Exemptions for Deemed Sites

Clauses 12.1, 12.2, 12.4, 12.5, and 12.6 do not apply to Deemed Sites. However, Clause 12.3 (Proof of Change in Occupancy) applies in full, and we reserve the right to request and verify proof of a change in occupancy before closing any account or transferring responsibility.

13. YOUR RIGHTS TO END THE CONTRACT WITH US

13.1 To end the Contract, you must **notify us in writing** using one of the following methods:

By Email: Send your request to customerservices@nationalgas.org.uk.
By Post: Write to us at Cotswold House, 219 Marsh Wall, Canary Wharf, London, E14 9FJ.

You must include the following details in your request:

- Your name
- The site address
- Your reference number
- A clear statement confirming that you wish to terminate the Contract

13.2 When You Can End Your Contract Early

Your rights to end the Contract depend on:

Whether there is anything wrong with the Services, how we are performing under the Contract, when you choose to end the Contract.

If the Services were faulty or misdescribed, or if you want to end the Contract due to something we have done (or will do):

You may have a legal right to end the Contract (or receive some or all of your money back), if you believe we have breached the Contract, you must:

Provide 30 days' written notice of the breach.

Allow us 30 days to remedy the issue.

If we do not remedy the issue, you may then notify us in writing that the Contract has ended.

13.3 No Right to Change Your Mind

You do not have the right to change your mind during the Initial Period, unless we have breached the Contract (in which case Clause 13.2 applies).

13.4 End of Fixed Price Plan

When your Fixed Price Plan is due to end, we will:

Send you written notice 60 days before the end of the term.

Provide details of the new rate that will apply after the Fixed Price Plan ends. If you provide a Termination Notice but do not agree to a new Fixed Price Plan or Variable Price Plan, you will automatically move to the Out of Contract Rate.

13.5 Ending the Contract as a Micro Business

If you are a Micro Business, you can end the Contract:

at any time after the Initial Period or any Renewal Period as no termination notice is required.

If we breach the Contract, Clause 13.2 applies.

We will provide clear information on contract end dates & renewal terms in compliance with Ofgem's guidelines.

If you switch suppliers, we will not object unless you have outstanding debt (Clause 13.6) or are attempting to leave before the contract end date.

13.6 Objections to Switching Suppliers

We may object to a supplier switch if:

You attempt to leave early (before the Initial Period or during a Renewal Period).

You have debt outstanding over 28 days on your account.

You are a Non-Micro Business and:

- Did not provide termination notice at least 30 days before your contract end date, and
- Your contract has rolled over for an additional 12 months (as per Clause 8.10.2), meaning you are committed to the renewal term unless you pay the applicable termination fees.

This Clause 13.6 does not apply to Deemed Contracts. If you are on a Deemed Contract, you are free to switch suppliers at any time without objection from us.

13.7 What Rate Applies After Your Contract Ends?

If you have given notice to end the Contract, you will be charged the Out of Contract Rate from the Contract end date until you arrange a new supplier.

13.8 What Happens if the Contract Ends for Any Reason?

Neither party loses any rights already acquired under the Contract. Any outstanding payments remain due.

13.9 Refunds for Credit Balances

If your account has a credit balance after we calculate your final charges:

We will attempt to contact you to arrange payment.

You must provide us with updated contact details to receive your refund.

13.10 If Your Credit Balance is Greater Than £50

We will take reasonable steps to locate you by using address details we hold or a third-party tracing service.

If we successfully locate you, we will contact you to arrange a refund.

13.11 When We Are Not Required to Refund You

We will not be required to issue a refund if:

13.11.1 We have already made reasonable efforts to refund you (per Clauses 13.9 & 13.10) and 12 months have passed since we first attempted to refund you.

13.11.2 A cheque sent to you was returned, cancelled, or uncashed, and we could not locate you within 12 months of the Contract ending.

13.11.3 We were unable to contact you because you did not provide a forwarding address, and 12 months have passed.

13.11.4 Volume Review Requirement:

- Before issuing a refund, we will conduct a volume review to verify your actual consumption against contracted usage.
- If your actual consumption is below 90% or above 110% of the contracted volume, any applicable charges under Clause 8.9.8 may be deducted from your final refund amount.
- You will be notified of any deductions before the refund is processed.

13.12 Claiming Refunds After the 12-Month Period

If you believe we still owe you a refund after 12 months have passed, you may still contact us.

If we can verify your claim and locate the unclaimed amount, we may still issue a refund at our discretion.

13.13 How We Process Refunds

We will attempt to refund you using the same payment method used for your bills.

Any Security Deposit will be refunded once all invoices are fully paid (if applicable).

Refunds will be processed as soon as possible.

14. METERS AND ACCESS

14.1 Meter Provision and Responsibility

We will make arrangements to provide a Meter at the Premises, and you agree to cooperate with these arrangements.

If we agree that you provide your own Meter, this will be at your own cost, and we will not be responsible for faults or issues with that Meter.

14.2 Initial Meter Readings

We will ask for a Meter reading before we start supplying the Services.

If a reading is unavailable before or on the Commencement Date, we will estimate the reading based on previous supply usage at the Premises.

14.3 Ongoing Meter Readings & Customer Responsibility

You must provide a Meter reading at least once every year (as per Ofgem guidelines).

If no reading is provided within 12 months, we will arrange for a Meter reading agent to visit, and the cost will be passed to you.

14.4 Meter Removal

If you do not wish to pay a Monthly Standing Charge as per Clause 8.4.2, you may request a Permanent Disconnection of the supply.

Permanent Disconnection means that the Meter, associated pipework, and supply connection will be fully removed.

You will be responsible for all associated costs of the disconnection process. Once a Permanent Disconnection has occurred, no gas will be supplied unless a new connection is requested and approved by the relevant Gas Transporter. If you request a Meter removal without full disconnection, you may still be liable for standing charges unless otherwise agreed.

14.5 Invoice Adjustments for Meter Readings

We will take reasonable steps to reflect an actual Meter reading on your invoice unless:

14.5.1 Your provided Meter reading falls outside a reasonable estimated range—we will contact you for additional validation.

14.5.2 We take our own Meter reading, which differs from yours.

14.5.3 You dispute a Meter reading following receipt of an invoice.

14.6 Interference with the Meter

If we suspect that you have interfered with the Meter, we will arrange for an agent to inspect the Premises.

You may be charged for this visit, and you must ensure that the Premises are safe to visit.

14.7 Access for Meter Maintenance & Emergency Situations

We may send an agent to your Premises in the following circumstances:

14.7.1 To read, inspect, repair, exchange, reconfigure, test, install, isolate, or remove the Meter or any supply-related equipment.

14.7.2 If there is a danger, and we need to turn off the supply.

14.7.3 In an emergency, where we might not be able to warn you beforehand.

14.7.4 If we need to change something connected with your supply (e.g., replace Meters).

14.7.5 If we have stopped supply to your Premises.

14.8 Where you fail to make payment in accordance with the terms of this Contract, and we proceed to suspend the supply in accordance with Clause 6.9, we may arrange for disconnection of the gas supply at the Premises.

This may include physical isolation or removal of the Meter, and/or capping of the supply pipework. Such disconnection will prevent any further use of gas at the Premises until all outstanding Charges are paid and reconnection is approved.

All associated disconnection and reconnection costs shall be payable by you in accordance with Clause 8.9.2.

15. DATA COLLECTION, PRIVACY & GDPR COMPLIANCE

15.1 Data Collectors & Data Aggregators

We may appoint a Data Collector or Data Aggregator to complete any of the Services defined in this Contract at our discretion.

These parties assist with data retrieval, aggregation, and analysis related to your energy usage.

15.2 How We May Use Your Personal Information

We will use the personal information you provide to us:

15.2.1 To supply the Services to you.

15.2.2 To process your payments, prevent and detect debt, fraud, or loss.

15.2.3 To create statistics, analyse customer usage, and develop marketing opportunities.

15.2.4 To train our staff.

15.2.5 If you have agreed, to provide you with information about similar products or services—you can opt out at any time by contacting us.

15.3 Credit Reference & Debt Recovery

You give us express permission to perform a credit check and to pass your personal information to credit reference agencies.

If we extend credit to you, we may conduct credit searches and the agencies may record this information.

We may use third-party intermediaries to collect debts or provide services—this may involve giving them access to your personal information.

If you would like a list of these third parties, you can request it by emailing customerservices@nationalgas.org.uk.

We will only share your personal information where legally required or permitted.

15.4 Data Protection Law (DP Law)

Both parties must comply with all relevant DP Law, including any updates or amendments.

We both agree that we are Data Controllers in respect of any Personal Data processed under this Contract.

15.5 Data Security & Breaches

We will ensure appropriate security measures are taken against unauthorized access, loss, or damage to Personal Data.

If we become aware of a Personal Data Breach, we will notify you immediately in compliance with DP Law.

We will process Personal Data only in accordance with this Contract and follow your instructions.

If the Contract terminates, we will destroy or securely store any Personal Data we hold unless required by law.

15.6 Processing & Storing Personal Data

We agree to:

15.6.1 Implement technical and organizational measures to protect Personal Data.

15.6.2 Ensure that personnel handling Personal Data are bound by confidentiality obligations.

15.6.3 Notify you and relevant parties of any Personal Data Breach as soon as we become aware.

15.6.4 Process Personal Data solely as per this Contract and terminate relationships with any Data Processors found to be non-compliant.

15.6.5 Upon Contract termination, destroy or securely store all Personal Data.

15.7 Data Processing Outside the UK

We will not process Personal Data outside the UK unless it is transferred to jurisdictions with equivalent data protection laws.

If we subcontract any data processing, we will ensure that similar data protection obligations are imposed on the subcontractor.

15.8 Your Rights Under Data Protection Law

Upon request, we will provide:

15.8.1 Confirmation of whether and where we process a Data Subject's Personal Data.

15.8.2 The purposes of processing.

15.8.3 Categories of Personal Data processed.

15.8.4 Categories of recipients with whom the data is shared.

15.8.5 The period for which the data will be stored.

15.8.6 Information about your right to complain to the Information Commissioner's Office (ICO).

15.8.7 Any information on the existence of automated processing related to your Personal Data.

We will respond within 30 days of receiving a written request regarding your Personal Data.

16. USING A THIRD PARTY INTERMEDIATERY OR BROKER

A TPI or broker is a company or individual that assists you in finding an energy contract.

TPIs and brokers do not work for us directly they operate independently and may receive commission payments.

If you choose to use a TPI/broker, you must ensure they act in your best interests.

16.1 Authorisation via Letter of Authority (LOA)

We will not discuss your Contract with a TPI unless we have received a valid Letter of Authority (LOA) from you.

The LOA must be in a format reasonably acceptable to us and specify what actions the TPI is authorised to take on your behalf.

Any new LOA will override previous authorisations and must be kept up to date.

You may cancel an LOA at any time by notifying us in writing.

Unless stated otherwise, we will assume the LOA is valid for the duration of this Contract.

16.2 Commission Fees & Transparency

TPIs may receive a commission for arranging your energy contract—this commission is typically included in your unit rates or standing charges.

If you would like details of any commission included in your energy rates, you must request this directly from your TPI.

We are not responsible for the fees a TPI may charge you outside of our Contract.

16.3 If There is a Dispute With a TPI

If you believe a TPI has misled you or provided incorrect information, you must notify us as soon as possible.

If there is a dispute regarding the role of a TPI, we may require you to contact them directly to resolve any issues.

We are not responsible for any misrepresentation or misleading information provided to you by a TPI.

If your dispute with a TPI cannot be resolved directly, you may be able to seek Alternative Dispute Resolution (ADR) through an approved ADR scheme for energy brokers.

17. WHEN WE CAN MAKE CHANGES TO YOUR CONTRACT

17.1 We reserve the right to make changes to your Contract under the following conditions:

Regulatory & Legal Compliance:

- If Ofgem, government bodies, or any regulatory authorities impose new obligations, laws, taxes, levies, or compliance measures that impact this Contract, we may update the terms accordingly.

- This includes, but is not limited to, changes to Climate Change Levy (CCL), Green Gas Levy (GGL), VAT rules, and third-party pass-through costs.

Industry & Market Factors:

- If there is a change in wholesale energy costs, network charges, or distribution costs that materially affect pricing.

- Adjustments required due to market volatility, government schemes, or external cost fluctuations.

Operational Adjustments & Business Needs:

- If we make technical or structural changes to how we provide the Services (e.g., metering updates, new payment systems, or digital account management).

- If we introduce new tariffs, contract structures, or alternative pricing models.

Corrections & Errors:

- If a pricing or administrative error is identified in your contract.

• If a clause is found to be contradictory, unenforceable, or missing essential legal provisions, we will correct and clarify the wording accordingly.

17.2 How We Will Notify You About Changes

Standard Notice Period: We will notify you in writing at least 30 days before any changes take effect, except in cases where immediate action is legally required.

Method of Notification: Changes will be communicated via:

- Email or post (to the contact details you have provided).
- Website publication for Deemed and Variable contracts.

Urgent Regulatory Changes: If changes must be implemented immediately due to legal requirements, we will notify you as soon as reasonably possible.

17.3 How Changes May Affect Your Charges & Pricing

Fixed Price Contracts:

- If you are on a Fixed Price Plan, your unit rates and standing charges will not change for the agreed period except where required due to legal obligations (e.g., tax changes).
- If you exceed or fail to meet your contracted volume tolerance, additional charges will apply (see Clause 8.9.8).
- In the event of a material commodity market shock, geopolitical event, or disruption to the gas supply chain, we reserve the right to review and amend your Fixed Price Plan. Any changes will be notified in writing with reasonable notice and supporting justification.

Variable & Deemed Contracts:

- If you are on a Variable Price Plan, we may adjust pricing at any time, but we will always provide 30 days' written notice before any increase.
- If you are on a Deemed Contract, pricing may change in line with our published rates, and you should regularly review your tariff to ensure it remains suitable.

Pass-Through Charges & Third-Party Costs:

- Any costs imposed by third parties, government bodies, or network providers may be passed through directly without markup.
- This includes distribution, transmission, metering, or compliance costs that affect energy supply pricing.

17.4 What Happens if You Do Not Accept the Changes?

If you do not agree with a contract change, you have the right to:

- Switch to another supplier (if eligible) and provide appropriate notice as per Clause 13.
- Negotiate a revised contract with us before the change takes effect. If you do nothing, the changes will automatically apply at the end of the notice period.

17.5 Right to Terminate for Material Changes

If a contract change materially affects your rights or results in significant price increases, you may be eligible to exit the contract early without penalty if: The change was not foreseeable at the time of agreement. The change is outside of standard market variations (e.g., excessive rate hikes). You notify us within 14 days of receiving the change notice and provide reasonable evidence of the material impact.

If an alternative contract cannot be agreed upon, termination terms will follow Clause 13 (Your Right to End the Contract).

18. IF THERE IS A PROBLEM WITH THE SERVICES

This section outlines your rights, our responsibilities, and how issues with the Services are handled, including fault resolution, compensation, and dispute escalation.

18.1 Reporting a Problem with Your Supply

If you experience a disruption, fault, or irregularity in your supply, you must:

- **Contact us immediately** at [Customer Service Email] or call [Customer Service Number].
- **Provide your account details, Premises address, and a description of the issue.**
- **Provide meter readings** if the issue relates to billing discrepancies.

If the issue is related to:

- **A gas emergency (e.g., gas leak or supply failure)** – Call the **National Gas Emergency Service on 0800 111 999**.
- **Meter faults** – We will arrange for an engineer to inspect, repair, or replace the meter.
- **Network supply issues** – We will coordinate with the **Transporter** to resolve the problem.

If a fault is identified with your meter or supply equipment, any necessary repair or replacement will be carried out at no cost to you.

However, if no fault is found, or the issue is determined to be caused by equipment or actions within your control, you may be charged for the engineer visit, inspection, and any related costs.

18.2 What Happens After You Report a Problem?

We will investigate the issue within a reasonable timeframe and provide updates on our findings.

If the issue is confirmed as a fault on our side, we will take all reasonable

steps to rectify it as soon as possible.

If the issue is due to circumstances outside of our control (e.g., third-party faults, network failures), we will liaise with the responsible party and keep you informed.

If the fault is caused by your equipment or negligence, we may charge you reasonable costs for investigation and repairs.

18.3 Compensation & Refunds for Service Disruptions

You may be entitled to compensation if:

- There is an extended service outage caused by our negligence.
- A metering error results in overcharges beyond a reasonable timeframe.
- We fail to meet service level commitments outlined in the Contract.
- Gas Transporter pays compensation for Failure To Supply Gas (FTSG) and/or the Gas Transporter fails to meet Guaranteed Standards of Performance (GSOP).

Compensation is not payable for:

- Interruptions caused by third-party network operators or emergencies.
- Issues caused by your equipment, premises access restrictions, or external interference.
- Temporary disruptions due to maintenance or legal obligations.

Refunds for Overcharging:

If we identify a billing error, we will correct the charges and issue a refund or credit to your account.

If the error was due to an incorrect meter reading not provided by us, we will apply industry-estimated readings unless an accurate reading is provided.

18.4 What Happens If You Are Not Satisfied with the Resolution?

If you are not satisfied with how we handle your complaint:

- Contact us to request an internal escalation.
- If we cannot resolve your complaint within eight weeks, you may escalate the issue to the Energy Ombudsman (for Micro Businesses).
- Larger businesses may pursue alternative dispute resolution or seek legal advice if necessary.

Energy Ombudsman Service (For Micro & Small Businesses Only):

- If your complaint remains unresolved after eight weeks, or we issue a deadlock letter, you may contact the Ombudsman.
- The Ombudsman provides free and independent dispute resolution.
- Contact details:
Phone: 0330 440 1624
Email: enquiry@ombudsman-services.org
Website: www.ombudsman-services.org

18.5 Limitations on Liability for Service Issues

We are not responsible for:

- Any loss of business, profits, or consequential damages caused by supply interruptions.
- Any failure to supply caused by force majeure (e.g., extreme weather, industry strikes, government intervention).
- Any network faults controlled by the Transporter or Distribution Network Operator (DNO).

Our total liability is limited to direct costs incurred due to our negligence and cannot exceed the total Charges paid by you in the last 12 months.

18.6 Demand Side Response Compensation

In the event that gas supplies to a Commercially Firm Customer are curtailed by a Gas Transporter as part of Firm Load Shedding during a Gas Deficit Emergency, BNG shall, where required under applicable industry rules, pay the Customer a Demand Side Response (DSR) Payment. Any such DSR Payment will be passed on as soon as reasonably practicable after BNG receives the equivalent payment from its Relevant Gas Shipper.

This clause only applies where the Customer is registered as a Commercially Firm Customer, and may not apply to Customers under Deemed Contracts or those not designated as such under applicable network arrangements.

19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

19.1 When We Are Responsible for Loss or Damage

If we fail to comply with the terms of this Contract, we may be responsible for loss or damage that is foreseeable as a direct result of our breach or negligence. Loss or damage is foreseeable if it is an obvious consequence of our actions or if it was discussed at the time the Contract was made. Our liability is limited to the amount paid by you for the Services in the 12 months before the issue occurred, unless otherwise required by law.

19.2 When We Are NOT Responsible for Loss or Damage

We are NOT responsible for:

- Losses resulting from third-party faults (e.g., network failures, gas leaks from the Transporter).
- Indirect or consequential loss (e.g., lost profits, loss of business, loss of anticipated savings).

- Losses due to you failing to meet your obligations (e.g., failing to provide meter readings, failing to pay on time).
- Losses caused by events outside our control (see Clause 19.3 below).
- Losses incurred due to you failing to switch suppliers properly or within required timeframes.
- Any business interruption, data loss, or reputational damage caused by supply issues.

19.3 Events Outside Our Control (Force Majeure)

We will not be liable for any failure or delay in supplying the Services caused by an event outside our reasonable control, including but not limited to:

- Extreme weather conditions (e.g., storms, floods, earthquakes).
- National or local emergency situations (e.g., war, acts of terrorism, pandemics).
- Industrial disputes that are beyond our control.
- Government actions, legal changes, or regulatory restrictions affecting supply.
- Network failures, third-party outages, or damage to gas infrastructure.
- Transporter or Distribution Network Operator (DNO) issues.

If an event outside our control prevents us from supplying Services, we will notify you as soon as possible and take reasonable steps to minimize the impact.

19.4 Limitation of Our Liability

Where we are responsible for loss or damage, our total liability is capped at the total amount you have paid us in the last 12 months.

We DO NOT exclude or limit liability for:

- Death or personal injury caused by our negligence.
- Fraud or fraudulent misrepresentation.
- Breach of your legal rights under consumer protection laws (if applicable).

19.5 Micro and Small Business Protections

If you are a Micro Business or Small Business, we will comply with Ofgem's standards of conduct, ensuring:

- Clear communication about liability limits.
- Fair treatment in compensation disputes.
- Access to the Energy Ombudsman if you feel our decision is unfair.

20. OTHER IMPORTANT CONDITIONS

20.1 Governing Law & Jurisdiction

This Contract is governed by the laws of England and Wales. Any disputes relating to this Contract will be subject to the exclusive jurisdiction of the courts of England and Wales.

20.2 Contract Variations & Amendments

We may update or amend these terms if:

- There is a change in law or regulation.
 - Ofgem or another authority requires us to make changes.
 - We are making a reasonable change to improve clarity or operations.
- If a change is made, we will notify you in writing at least 30 days in advance (unless immediate changes are required by law).

If you do not agree with a change, you may have the right to terminate the Contract as per Section 13.

20.3 Assignment & Transfer of Contract

You cannot transfer your rights or obligations under this Contract to another party without our written consent.

We may assign or transfer this Contract to another licensed supplier or business entity without requiring your permission, but you will be notified in advance if this happens.

20.4 Waivers & Severability

If we fail to enforce any part of this Contract, that does not mean we waive our right to enforce it in the future.

If any provision in this Contract is found to be unenforceable or illegal, the rest of the Contract will remain in effect, and the unenforceable part will be replaced with the closest legal equivalent.

20.5 Alternative Dispute Resolution (ADR)

If you have a complaint, we will try to resolve it through our internal dispute resolution process.

If we cannot resolve the dispute within 8 weeks, Micro Business Customers may refer their case to the Energy Ombudsman for independent resolution.

For TPIs & Energy Brokers, disputes may be handled through alternative dispute resolution schemes, in accordance with Ofgem guidance.

20.6 Entire Agreement

This Contract represents the entire agreement between you and us regarding the supply of Services.

Any previous agreements, understandings, or representations (written or oral) are superseded by this Contract.

20.7 Survival of Terms

Any terms that by their nature should continue to apply after termination (e.g., unpaid debts, liability limits, dispute resolution) will remain in effect even after the Contract ends.

20.8 Third-Party Rights

This Contract is between you and us. No Other person shall have any rights to enforce any of its Conditions under the Contracts (Rights of Third Parties) Act 1999.

20.9 Anti-Bribery and Corruption

We comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010. We shall not engage in any activity or practice which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010. We have appropriate policies in place to prevent such conduct and require the same of our employees, subcontractors, and agents.

20.10 Anti-Slavery and Human Trafficking

We confirm that neither we, nor any of our officers, employees or associated persons:

- have been convicted of any offence involving slavery or human trafficking; or
- have been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of slavery or human trafficking.

We take steps to ensure our supply chains are free from modern slavery and expect all suppliers and subcontractors to adhere to our ethical standards. We reserve the right to carry out audits or request due diligence documentation to ensure compliance.

21. GENERAL NOTES AND ACCESSABILITY

21.1 If you have any questions regarding these Terms and Conditions, or if any part of this document is unclear, please contact our Customer Services team:

- Email: customerservices@nationalgas.org.uk
- Phone: 03030 311 200
- Post: National Gas, Cotswold House, 219 Marsh Wall, Canary Wharf, London, E14 9FJ

21.2 If you require these Terms in a different format, including:

- Large print,
- Audio format,
- Translated into another language,

please contact us using the details above. We aim to make our terms accessible and understandable to all business customers.

22.3 These Terms and Conditions are governed by the laws of England and Wales. You may wish to seek independent legal advice before agreeing to them if you are unsure about your obligations.

22. DOCUMENT CONTROL AND VERSIONING

22.1 These Terms and Conditions are version **APR25V1** and form the basis of all current Contracts between UK National Gas Ltd and its business Customers.

22.2 UK National Gas Ltd reserves the right to update or amend these Conditions in accordance with Clause 5.2 and Clause 17. Customers will be notified of changes by email, post, or via our website.

22.3 Customers are advised to retain a copy of these Terms and Conditions for their records. Historical versions are available on request.