

National Gas
Agreement for the Supply of Gas to
Business Customers

General Terms and Conditions

1. THESE CONDITIONS

1.1 What these Conditions cover. These are the terms and conditions which apply to the supply of Services to you. They only apply to the supply of Services for non-domestic purposes, including circumstances where the Customer is receiving Services for non-domestic use, but the end user (the person who actually uses the Services) is using Services for domestic purposes. If you are using Services for domestic purposes, other than those listed in this Clause 1.1 you must let us know.

1.2 Why you should read them. Please read these Conditions carefully before you submit your order to us. These Conditions tell you who we are, how we will provide the Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

1.3 Green Gas. If you have signed up for a Green Gas product, you should also read the additional Conditions at Appendix 1 as these also apply to you.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

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

2.2 How to contact us. You can contact us by telephoning our customer service team on 03030311200 or you can write to us by e-mail at customerservices@nationalgas.org.uk or by post to Cotswold House, 219 Marsh Wall, Canary Wharf, London, E14 9FJ

2.3 How we may contact you. If we need to contact you, we will do so by telephone or by writing to you on the telephone number, email address or postal address you provided to us.

2.4 Definitions

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

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

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

"Back-Billing" means 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. Micro Businesses will only be billed up the previous 12 months, unless the circumstances set out in 9.6 are applicable.

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

"CCL" is 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" are the fees paid for the Services, whether you are on a Deemed Contract, Fixed Price Plan or a Variable Price Plan and includes any other charges which may become payable under these Conditions.

"Commencement Date" has the meaning set out in clause 3.2.

"Commercial Schedule" is Part A of this Contract detailing the specific commercial conditions of the Contract.

"Conditions" means these terms and conditions as amended from time to time in accordance with these Conditions.

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

"Contract End Date" will be the later of the date in the Commercial Schedule or the last date of the Initial Period and/or any subsequent Renewal Period. The Contract End Date will be notified to you on your invoices.

"Customer" the business, sole trader, company or firm who purchases Services from BNG.

"Daily Standing Charge" means 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" means an agent appointed by BNG to aggregate individual consumption data relating to a Premises into a consolidated data set.

"Data Collector" is 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" means 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 3.3.

"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 already supplies Services, and no formal contract has been entered into between the Customer and BNG. The rate applies until the Customer either (i) moves to another supplier or (ii) signs a contract with BNG. The Deemed Rate is published on the BNG website at www.nationalgas.org.uk.

"DP Law" means the Data Protection Act 2018, General Data Protection Regulation (EU 2016/679) (GDPR), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) together with any secondary legislation, order, regulation or instrument made under and any legislation (whether enacted in the UK or by the European Union) which replaces, supersedes or complements (wholly or in part) the same and all laws and regulations applicable to the party relating to the processing of Personal Data under or in relation to this Agreement.

"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.

"Housing Association Contract" is 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" shall be the period stated in the Commercial Schedule as contract length and will commence on the date the Services are supplied to the Premises.

"Meter" means the measuring equipment in respect of the supply of Services at or near the Meter Point at the Premises.

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

"Monthly Standing Charge" means 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.

"Micro Business" defined by Ofgem as a business which employs fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet no greater than €2 million, or those who use under 293,000 kWh of gas per year.

"Nano Business" means a Customer that has: entered their information on a licensee's website or price comparison website, internet-based price comparison service or other internet-based broker, that provides comparisons between, and/or access to, pricing, and may facilitate, on behalf of the Customer, a change of supplier, supply contract, or both; and has an annual consumption of gas of not more than 73,200 kWh.

"Ofgem" the office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain, or any regulatory organisation which replaces it.

"Out of Contract Rate" is the price charged for the Services where the Customer terminates their Contract with BNG and no new arrangement has been agreed with a new supplier or BNG. The Out of Contract Rate applies from the date the Contract comes to and end (not when the termination notice is given) until the Customer either (i) leaves the Premises (ii) renews their contract with BNG or (iii) moves to a new supplier. The Out of Contract Rate is published on the BNG website at www.nationalgas.org.uk.

"Personal Data" means data which relate to a living individual who can be identified.

a. from the data itself, or

b. from the data or other information which is in the possession of, or is likely to come into the possession of, the Data Controller.

"Personal Data Breach" means 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" means 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.

“Services” means the services supplied by BNG to the Customer as set out in the Commercial Schedule.

“Standing Charge” means the daily or monthly charge for making the Services available at the Premises. The Daily Standing Charge will be as set out in the Commercial Schedule; 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.

“Transporter” is 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 at the current rate in the UK at the time of invoicing the Charges, unless you provide a completed valid VAT certificate that shows you do not have to pay VAT at the Premises, in which case we will charge the reduced VAT from either the date we receive the certificate or for the period of time we have supplied the Premises, up to four years prior to the receipt of the certificate.

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

3. OUR CONTRACT WITH YOU

3.1 Quote. Any quotation given by BNG shall not constitute an offer, and is only valid on the date of issue.

3.2 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 is why your Contract End Date may be later than what is specified in your Commercial Schedule.

3.3 Deemed Contract. A Contract will be deemed to have started if;

3.3.1 you move into Premises in which the Services are already available;

3.3.2 your tenants move out of the Premises;

3.3.3 you take on responsibility for the Premises;

3.3.4 your supply has been accidentally transferred to us by mistake;

3.3.5 Ofgem has appointed us as your supplier for any reason;

in which case your supply will be charged at the Deemed Rate until we can agree a Fixed Price Plan or Variable Price Plan with you. BNG may also charge you a Standing Charge under a Deemed Contract to ensure the availability of the Services to the Premises.

3.4 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.

3.5 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, because a credit reference we have obtained for you does not meet our minimum requirements, or because we are unable to meet a deadline you have specified.

3.6 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.

3.7 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.

3.8 We only provide our Services in the UK. Unfortunately, we do not accept orders from or provide Services to addresses outside the UK.

3.9 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, or which are implied by trade, custom, practice or course of dealing.

4. RIGHT TO MAKE CHANGES

4.1 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’).

4.2 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.

4.3 If there is a change to any laws or regulations, or a regulatory authority such as Ofgem gives a decision or advice, which 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.

5. CONTRACT DURATION

5.1 This Contract shall begin on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 13 or Clause 15;

5.1.1 in respect of a Nano Business, for the Initial Period, when it shall automatically continue, unless you give 30 days written notice to terminate the Contract prior to the end of the Initial Period or at any time thereafter.

5.1.2 in respect of a Micro Business, for the Initial Period when it shall automatically renew for subsequent Renewal Periods, unless you give us 30 days prior written notice to terminate the Contract at the end of the Initial Period or 30 days prior written notice before the end of a Renewal Period. If written notice is given in the last 30 days prior to the end of the Initial period or any subsequent Renewal Periods, the Contract will terminate 30 days after the notice is received. If notice is not received prior to the end of the Initial Period or a Renewal Period, the Contract will roll over for a period of no longer than 12 months.

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 21 days of the day we agree the Contract details with you, unless you would like the supply to start later than this.

6.3 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 then 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 15 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 placed 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 15.1.2 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.

6.7 Reasons we may suspend the supply of Services to you. We may have to suspend the supply of the Services to:

- 61 deal with technical problems or make minor technical changes;
- 62 in the event of an emergency;
- 63 in the case of failure to pay; or
- 64 reflect changes in relevant laws and regulatory requirements.

6.8 Your rights if we suspend the supply of Services. We will contact you in advance to tell you we will be suspending 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 do not pay us for Services supplied when you are supposed to (see Clause 8.4) and you still do not make payment within 3 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you validly dispute the unpaid invoice. As well as suspending the Services we can also charge you interest on your overdue payments (see Clause 9.6). Gas pressure. 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 in to 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 or fails to meet the Annual Consumption. If you want to use more than 732,000kWh of gas per year at any supply point you must agree this with us or the Transporter before doing so;

7.1.9 will tell us immediately if you become aware of any breach or potential breach of clauses 21.7 and 21.8 and provide reasonable assistance in helping us investigate the breach or potential breach; and

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 to pay the additional VAT and you must pay us or HMRC if requested. If CCL 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 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 or, if your Premises are empty and you are not using the Services at the Premises, 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 or that you have stopped using the Services at the Premises for any period of time. 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 meter removed at your cost 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 3.3, 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 is charged when a Customer moves into Premises to which BNG already supplies Services, and no formal contract has been entered into between the Customer and BNG. The rate applies until the Customer either (i) moves to another supplier or (ii) signs a contract with BNG. This 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.

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 5, the price payable for the Services will be the Out of Contract Rate unless you agree a further Fixed Price Plan or Variable Price Plan with us.

8.9 Additional Charges. Occasionally we may ask you to pay additional Charges not set out in the Commercial Schedule. These include:

8.9.1 our reasonable costs of trying to get back money you owe to us or costs due to your breach of other Conditions of the Contract including administrative charges or third party costs, for example 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 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; or

8.9.7 costs imposed by the government.

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.

8.11 Charges for other properties. If your Meter also supplies other addresses which 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 give 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.

9.4 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:

- 9.41** you haven't received a bill in line with your expected billing interval;
- 9.42** your bill is unusually high or low; or
- 9.43** 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:

- 9.61** You have made no reasonable attempt to contact us to arrange payment, including situations where you move premises.
- 9.62** 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.
- 9.63** 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 lending rate of RBS 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 if you cannot pay us in full by the due date. If you are in financial difficulties, please contact us as soon as possible so we can help you.

10 METERS AND ACCESS

10.1 We will make arrangements to provide a Meter at the Premises and you agree to co-operate with these arrangements unless we agree to provide the Meter by a different method. For example, we may agree that you can provide your own Meter, at your own cost, provided you agree that we do not have responsibility for your Meter and are not responsible for faults with your Meter.

10.2 We will ask you for a Meter reading before we start supplying the Services. If we cannot get this before or on the Commencement Date, we will estimate the reading based on the supply previously used at the Premises.

10.3 You must give us a Meter reading at least once every year during the term of the Contract.

10.4 If you do not wish to pay a Monthly Standing Charge as per Clause 8.4.2, you may have the meter removed at your own cost.

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

- 10.5.1** you give us a Meter reading that falls outside reasonable estimation of your use, in which case we will contact you to obtain a new Meter reading;
- 10.5.2** we make our own Meter reading which is different to the one given by you; or
- 10.5.3** you tell us you are unhappy with the last Meter reading following receipt of the invoice.

10.6 If we think you have interfered with the Meter we will ask our agent to attend the Premises and we can charge you for this. You must ensure the Premises are safe to visit.

10.7 We may also send an agent:

10.7.1 where your supply or Meter, pipes and wires need reading, inspecting, repairing, exchanging, reconfiguring, testing, installing, isolating or removing or needs stopping;

10.7.2 there is a danger and we need to arrange for the supply to be turned off;

10.7.3 there is an emergency, in which case we might not be able to warn you beforehand;

10.7.4 if we need to change something connected with your supply i.e. Meters; or

10.7.5 we have stopped supplying the Services and we need to collect a Meter from the Premises.

11 DATACOLLECTOR AND DATA AGGREGATORS

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

12 MOVING OUT OR CHANGING PREMISES

12.1 If you are leaving your Premises during the term of the Contract, you should give us at least 28 days' notice and provide us with the following information:

- 12.1.1** the date you are leaving the Premises;
- 12.1.2** your new address, phone number and any amended email address;
- 12.1.3** the name and contact details of the new owner or tenant or the landlord if the site is going to be empty. We may ask for proof of this owner / occupier.

12.2 On the day you leave you should take a Meter reading and contact us to tell us what the reading is.

12.3 Unless you inform us you are moving you will remain responsible for paying the Charges until we have the information in Clause 12.1 and your notice period has expired; or another owner or occupier has taken over the supply.

12.4 If you move to another Premises we may agree that you can transfer your Fixed Price Plan or your Variable Price Plan to your new address. Your existing Contract will then apply to your new address until it expires or is terminated in accordance with these Conditions.

12.5 Where there is a change of tenancy under a Housing Association Contract, you must inform us. If the new tenant who takes over responsibility for the Contract is a domestic user rather than a non-domestic user, you will remain responsible for payment of the Services until a new domestic supplier can take over supply of Services.

13 YOUR RIGHTS TO END THE CONTRACT

When you can end your Contract with us. Your rights when you end the Contract will depend on whether there is anything wrong with the Services, how we are performing and when you decide to end the Contract.

13.1 If the Services were faulty or misdescribed or if you want to end the Contract because of something we have done or have told you we are going to do; you may have a legal right to end the Contract (or to get some or all of your money back). If you think we are in breach of the Contract you must give us 30 days written notice of the breach and allow us 30 days to remedy this breach. If we do not remedy the breach in that time, you can notify us in writing that you consider the Contract to have ended.

13.2 No right to change your mind. You do not have a right to change your mind in respect of Services during the Initial Period unless we have done something in breach of the Contract in which case Clause 13.1 will apply.

13.3 End of Fixed Price Plan. When your Fixed Price Plan is due to end we will write to you 60 days before the end of that period, setting out the rate which will apply after the end of the Fixed Price Plan. If you wish to enter into a new Fixed Price Plan or a Variable Price Plan, you will need to contact us as soon as possible, otherwise you will revert to the Out of Contract Rate.

13.4 Where you wish to end the Contract. If you are a Micro Business, you can only end the Contract 30 days before the expiry of the Initial Period or 30 days before the expiry of any subsequent Renewal Period(s), unless we have done something in breach of the Contract in which case Clause 13.1 will apply. Some of our Customers may have the right to end the Contract after the Initial Period by giving us 30 days written notice. The Contract will not end until 30 days after the day on which you contact us. For example, if you tell us you want to end the Contract on 4 February we will continue to supply the Services until 3 March. We will only charge you for supplying the Services up to 3 March. This will be stated clearly in your renewal documentation.

13.5 Objections. We will only object to you moving to an alternative supplier if you try to end the Contract early i.e. within the Initial Period or during any subsequent Renewal Period(s) (where applicable) and/or where you have debt on your account.

13.6 What rate will I pay after I end the Contract? If you have told us you want to end your Contract with us, you will pay the Out of Contract Rate from the date the Contract ends until you make alternative arrangements for the supply of the Services.

13.7 If this Contract ends for any reason. Neither party will lose any of the rights it already has (for example any money that is owed under the Contract).

13.8 If you have any credit left on your account after we have calculated the final amount that you owe. We will need to be able to contact you to tell you and arrange payment. It is your responsibility to give us your new contact details as soon as possible otherwise we may not be able to contact you or arrange payment.

13.9 If Clause 13.8 applies and the credit is greater than £50. We will take reasonable steps to trace you by using address information held by us and a third-party tracing company. If we are able to trace you, we will

then contact you by phone or in writing to tell you that there is credit on your account and arrange a refund.

13.10 We will not have to pay you this money back if:

13.10.1 we have already made a reasonable effort to refund any credits as set out in Clauses 13.8 and 13.9 and at least 12 months have passed since we told you the final amount we owe you;

13.10.2 a cheque we sent you for the money we owe has been returned to us, cancelled by the bank or has not been cashed and we have been unable to find you using the steps as set out in Clauses 13.8 and 13.9 and at least 12 months have passed since the Contract ended; or

13.10.3 we can't send you the money we owe because you haven't given us a forwarding address and we have been unable to find you using the steps as set out at Clauses 13.8 and 13.9 and at least 12 months have passed since the Contract ended.

13.11 If your rights relating to us repaying money owed under this Contract have ended because the periods set out in Clause 13.10 have passed and because appropriate attempts under Clause 13.9 have failed please let us know. If this happens, even though you no longer have a right to the money under the Contract, we may still allow you to claim a repayment if you can give us the necessary information we ask for, and we are able to identify the unclaimed money on your account.

13.12 How we will refund you. We will try to refund you any credit balance for the Services by the method you used for payment. We will also refund any Security Deposit once all invoices are paid (if applicable). We will make any refunds due to you as soon as possible.

14 HOW TO END THE CONTRACT WITH US

14.1 Tell us you want to end the Contract. To end the Contract with us, please let us know by doing one of the following:

14.1.1 E-mail. E-mail us at customerservices@nationalgas.org.uk

14.1.2 By post. Write to us at Cotswold House, 219 Marsh Wall, Canary Wharf, London, E14 9FJ

Please provide your name, site address and reference number and tell us that you wish to terminate your Contract.

15 OUR RIGHTS TO END THE CONTRACT

15.1 We may end the Contract in the following circumstances. We may end the Contract at any time by writing to you if:

15.1.1 you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;

15.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, or provide us with false information;

15.1.3 you do not, within a reasonable time, allow us access to your Premises to supply the Services;

15.1.4 you breach any of your material responsibilities under the Contract;

15.1.5 keeping the Contract would mean we or you are breaking the law;

15.1.6 we give you at least 30 days written notice that we wish to end the Contract (unless the Premises are covered by a Fixed Price Plan in which case we can only end the Contract at the end of the Fixed Price Plan by giving you 30 days' notice);

15.1.7 the Transporter (or someone on their behalf) isolates the Meter, removes the fuse from the Meter or disconnects the Meter from the Premises; or

15.1.8 Ofgem tells us we have to end the Contract; or if there is a problem with the Services, we may stop the supply if Ofgem or the Transporter tells us to do so.

15.2 You must compensate us if you break the Contract. If we end the Contract in the situations set out in Clause 15.1 we may deduct or charge you reasonable compensation for the net costs we incur as a result of you breaking the Contract.

16 WHEN YOUR CONTRACT WITH US ENDS

16.1 Other than under the circumstances in sections 15.1.4, 15.1.7 and 15.1.8, your Contract with us won't end until:

16.1.1 You've successfully transferred to another supplier; or

16.1.2 Your supply has been permanently Disconnected; or

16.1.3 You cease to be the owner or occupier of a Premises subject to Clause 12; or

16.1.4 You agree a new contract or agreement with us to start after the date of any Renewal Period.

17 IF THERE IS A PROBLEM WITH THE SERVICES

17.1 How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team on 030303 11200 or write to us by e-mail to customerservices@nationalgas.org.uk or by post to Cotswold House, 219 Marsh Wall, Canary Wharf, London, E14 9FJ

17.2 Other circumstances where the supply may stop. If we or any other legally authorised third party asks you to stop or limit the amount of Services you use at the Premises, you must do everything you have been told to do straight away. We may stop the supply if:

17.2.1 you or we believe anyone's life is in danger; or the Premises are at danger;

17.2.2 you do not pay your invoices when required by these Conditions to do so;

17.2.3 we believe it is necessary under energy laws or industry agreements;

17.2.4 circumstances over which we have no control prevent us from supplying you, providing we have taken reasonable steps to carry on supplying you;

17.2.5 we believe your Meter is not set up or working properly, including where we believe it has been interfered with;

17.2.6 we need to test emergency or safety procedures;

17.2.7 in certain circumstances where you have agreed your supply can be interrupted.

17.3 Summary of your legal rights. We are under a legal duty to supply Services that are in conformity with this Contract. Nothing in these Conditions will affect your legal rights.

18 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

18.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Conditions we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

18.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services supplied with reasonable skill and care.

18.3 When we are liable for damage to your Premises. When we are providing Services to your Premises, we will make good any structural damage to your Premises caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Premises that we discover while providing the Services or for cosmetic damage or repairs.

18.4 We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. This includes:

18.4.1 any or all indirect or consequential loss or damage;

18.4.2 any loss of actual or expected profit or savings, loss of income, loss of business contracts, loss of data, loss of production, loss of goodwill or

other pure economic loss, or any damage if you have special circumstances.

18.5 If the Transporter is responsible for any loss or damage. We will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.

18.6 Limited Liability. We will not pay you more than £10,000 in total for any claims you have against us while we are or were your supplier.

18.7 Your responsibilities. We will not be legally responsible for any loss which is caused by you not keeping your responsibilities under the Contract.

19 HOW WE MAY USE YOUR PERSONAL INFORMATION

19.1 How we will use your personal information. We will use the personal information you provide to us:

19.1.1 to supply the Services to you;

19.1.2 to process your payment for the Services, prevent and detect debt, fraud or loss;

19.1.3 to create statistics, analyse customer information such as the amount of Services you use and create profiles and marketing opportunities;

19.1.4 to help train our staff; and

19.1.5 if you agreed to this during the order process, to give you information about similar products or services that we provide, but you may stop receiving this at any time by contacting us.

19.2 You give your express permission for BNG to perform a credit check in addition to passing your personal information to credit reference agencies. Where we extend credit to you for the Services we may conduct both a credit check and pass your personal information to credit reference agencies and they may keep a record of any search that they do. How we collect, store and use your personal data will be governed by the

obligations placed on us by legislation, as amended and in accordance with our Privacy Policy.

19.3 Third parties. We use certain third party intermediaries to collect debts, and provide BNG with other services. This may involve allowing the third parties to access your personal information. If you would like a list of these third parties please write to us by e-mail at customerservices@nationalgas.org.uk. We will only give your personal information to other third parties where the law either requires or allows us to do so.

20 DATA PROTECTION LAW

20.1 Both of us shall comply with all relevant DP Law as part of this Contract along with any changes and amendments that may be made to DP Law from time to time.

20.2 We both agree that we are a Data Controller in respect of any Personal Data processed on behalf of you or the end user under this Contract.

20.2.1 We agree:

20.2.1.1 to ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, Personal Data, to ensure the confidentiality of the Personal Data is maintained at all times

and to ensure that personnel who receive Personal Data are under a duty of confidentiality;

20.2.1.2 to comply with all other obligations under DP Law and to notify you and any relevant parties of any Personal Data Breach immediately upon becoming aware of such breach and in compliance with DP Law;

20.2.1.3 to process Personal Data solely in accordance with this Contract and any instructions received from you or the end user from time to time and to immediately terminate any relationship with the Data Processor if any processing carried out by the Data Processor is found to knowingly infringe DP Law;

20.2.1.4 immediately upon termination of this Contract (for any reason), or at any time on request, destroy any copies of Personal Data and sign a

declaration that this has been done. This clause shall not affect our right to keep the Personal Data to comply with our obligations;

20.2.1.5 not to carry out any processing of the Personal Data or transfer any such Personal Data outside of the EEA. If we do begin to process Personal Data outside the EEA, we will only transfer it to those jurisdictions with the equivalent data protection laws regulations and practices.

20.2.1.6 not to use any Personal Data other than in accordance with this Contract;

20.2.1.7 where we sub-contract any of our obligations, we will ensure that a contract is put in place which imposes the same obligations as are contained in this Contract before we disclose any Personal Data;

20.2.1.8 to respond within 30 days of receiving a request from a Data Subject as to how their Personal Data is being processed;

20.2.1.9 to provide you or the end user with the following, when requested in writing:

- A. confirmation of whether and where we are processing a Data Subject's Personal Data;
- B. information about the purposes of processing a Data Subject's Personal Data
- C. information about the categories of Personal Data being processed;
- D. information about the categories of recipients with whom the Personal Data may be shared;
- E. information about the period for which the data will be stored;
- F. information about a Customer's right to complain to the Information Commissioners Office; and
- G. any information the existence of any automated processing.

20.1.2.10 to have appropriate vetting procedures in place in respect of our staff, sub-contractors or anyone else who undertakes activities which involves processing Personal Data and we will make sure that they understand the need to observe the requirements of this Contract.

21 OTHER IMPORTANT CONDITIONS

21.1 We may transfer this Contract to someone else. We may transfer our rights and obligations under these Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer you may contact us to end the Contract within 7 days of us telling you about it.

21.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Conditions to a third party if we agree to this in writing.

21.3 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any

of its Conditions.

21.4 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

21.5 Change to the law. If there is a change to any law or regulation, decision or advice by a regulatory authority which applies to this Contract, we

may change the Conditions of the Contract, including the Charges, as we consider necessary to reflect those changes.

21.6 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

21.7 Anti-Slavery and Human Trafficking. We conduct our business in a manner that is consistent with anti-slavery legislation. We confirm that neither us, nor any of our officers, employees or other persons associated with us:

(a) have been convicted of any offence involving slavery or human trafficking; or

(b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

Where we subcontract any of our obligations under these Conditions, we will implement an appropriate system of due diligence, audit and training, designed to ensure compliance with anti-slavery legislation and to ensure there is no slavery or human trafficking in our supply chains.

21.8 Anti-Bribery and Corruption. We comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

Where we subcontract any of our obligations under these Conditions, we will ensure that any subcontractors comply with the provisions set out in this Clause 21.8 in connection with anti-bribery and corruption.

21.9 Force majeure. Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is:

21.9.1 Beyond the reasonable control of a party;

21.9.2 Materially affects the performance of any of its obligations under this Agreement; and

21.9.3 Could not reasonably have been foreseen or provided against. No clause within this here Clause 21.9 excuses any failure or delay resulting from only general economic conditions or other general market effects.

21.10 Which laws apply to this Contract and where you may bring legal proceedings. These Conditions are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

21.11 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the Ombudsman who can help to resolve disputes between energy suppliers and customers. It is free to use their services and they are totally independent and make their decision on the information available. You can contact them once eight weeks have passed since you first told us about your complaint. You now have to refer your complaint to the Ombudsman Services: Energy. You can contact them in the following ways: Telephone 0330 440 1624 open Monday to Friday 9.00am to 5.00pm. Phone lines are closed at the weekends, all bank holidays and between Christmas and New Year. Online via their website www.ombudsman-services.org/energy. E-mail enquiries@os-energy.org. By post to Ombudsman Services: Energy, PO Box 966, Warrington, WA4 9DF.

21.12 Citizens Advice Consumer Service. The Citizens Advice Consumer Service provides free and independent help and advice to small businesses on energy issues from contract issues to making a complaint or advice if you're struggling to afford your bills. You can contact them in the following ways. Telephone 03454 04 05 06. Visit www.citizensadvice.org.uk/energy. Post at Citizens Advice Consumer Service, PO Box 833, Moulton Park, Northampton, NN3 0AN or alternatively contact your local Citizens Advice Consumer Service. You can view the "Know Your Rights" in the energy market document on the Citizens Advice Website www.citizensadvice.org.uk/energy

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