

## Deemed Contract Scheme (Version AprV3)

UK National Gas Ltd  
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A Deemed Contract (“Contract”) is made pursuant to the Gas Act 1986 (as amended). The Act establishes that a contract will automatically exist between a licensed gas supplier and the occupier, owner, or responsible party at a premise where gas is being consumed without a formal written agreement in place.

This Scheme sets out the terms and framework under which such Deemed Contracts apply to supplies provided by UK National Gas Ltd (“National Gas”).

### Application

This Scheme applies to any supply point registered to National Gas where:

- The customer has not entered into a formal supply agreement, or
- A Change of Tenancy (“COT”) has occurred and the new occupier has continued to consume gas without signing a contract, or
- Supply continues to a premise where no confirmed contract is active but gas remains on supply.

Where any of these circumstances apply, a Deemed Contract automatically arises between National Gas and the person responsible for the premises.

### Terms and Conditions

The National Gas General Terms and Conditions (Version V2) shall apply in full to all deemed customers, except where explicitly modified by this Scheme.

The key variations under a Deemed Contract are:

- **Rates and Charges:**

Deemed rates apply. These rates are published on our website and may differ from contracted rates to reflect the increased administrative and supply risk associated with uncontracted sites.

- **Standing Charges:**

A daily standing charge applies at each registered supply point, regardless of whether gas is consumed. This covers network, metering, and administrative costs incurred in maintaining a live supply.

- **Billing and Payment:**

You are responsible for all gas consumed (actual or estimated). Payment is due in accordance with Clause 8 of our General Terms and Conditions. Non-payment may result in disconnection or recovery action.

- **Estimation of Consumption:**

Where a meter reading is not available at the time you become responsible for the site, National Gas reserves the right to estimate consumption based on available data, until a validated read is obtained or the site is disconnected.

- **Disconnection for Non-Engagement:**

Under clause 10 of our General Terms and Conditions and Section 18(3)(d) of the Gas Act 1986, National Gas reserves the right to disconnect or remove the meter where:

- You fail to make payment for our outstanding charges;
- You fail to agree terms for ongoing supply; or
- You fail to respond to reasonable contact attempts.

National Gas will provide the statutory 7-day notice of disconnection where required.

## Duration

A Deemed Contract will continue to apply until one of the following occurs:

- You agree a **formal supply agreement** with National Gas; or
- You switch your supply to another licensed supplier.

No termination fee or minimum term applies under a Deemed Contract.

## Customer Rights and Obligations

You may leave a Deemed Contract at any time by arranging a transfer to another supplier. You remain liable for all charges accrued until the date that transfer completes or the supply is physically disconnected.

You must:

- Provide access for meter reading, maintenance, or removal where requested;
- Avoid tampering with or obstructing the meter; and
- Notify National Gas immediately of any intended change of occupancy or disconnection request.

Failure to do so may result in additional charges or enforcement action.

### **Determination of Occupier and Change of Tenancy**

For the purposes of this Scheme, the “occupier”, “owner”, or “responsible party” will be determined based on the best available information held by National Gas.

Where a customer has previously been identified, that party will continue to be treated as the responsible occupier **unless and until satisfactory evidence of a Change of Tenancy is provided.**

A Change of Tenancy will only be recognised where the following is provided:

- A valid lease, licence, or tenancy agreement
- Date of occupation
- Full legal identity of the incoming occupier (including company registration details where applicable)
- Sufficient contact details

Unsupported or verbal claims of a change of occupier will not be accepted.

Where supply continues without interruption and no satisfactory evidence is provided, National Gas will:

- Continue to treat the last known occupier as responsible
- Continue billing and recovery action
- Rely on continued consumption as evidence of occupation

National Gas may rely on all available data, including account records, contact details, meter usage, and site findings.

**In the absence of satisfactory evidence, liability will remain with the last confirmed occupier.**

### **Publication and Access**

A copy of these **Deemed Contract Terms** and our **Deemed Principal Terms** is available on our website at [www.nationalgas.org.uk](http://www.nationalgas.org.uk)

You can also obtain copies by email or post upon request.

Current **Deemed Rates**, including unit rates and standing charges, are published online and updated periodically.

## **Our Obligations**

National Gas operates under the conditions of its gas supply license and is required by law to act reasonably and in accordance with the **Gas Act 1986** and all **applicable Ofgem Supply License Conditions (SLCs)**.

All processes relating to Deemed Contracts are designed to ensure these obligations are met and that supply can be withdrawn or disconnected lawfully where payment or engagement is not received.

## **Contact Details**

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Email: [customerservices@nationalgas.org.uk](mailto:customerservices@nationalgas.org.uk)

Telephone: 030303 11 200

Gas Emergency: Call the National Gas Emergency Service **0800 111 999** (24 hours, free)

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