

Deemed contract terms and conditions (‘deemed terms’)

March 2021

Version 3

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

Our terms and conditions are also available online at britishgas.co.uk/business/terms.

1 Do these deemed terms apply to my business?

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

2 Additional terms and conditions about charges for your deemed contract

Changing your charges

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

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

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

4 Additional terms and conditions about ending your deemed contract

Our rights to end your deemed contract

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

Your rights to end your deemed contract

- 4.2 If you:
- 4.2.1 ask us to disconnect or de-energise the **meter** at your **site** so that there is no available **energy** supply at the **site** and we carry out this work (at your cost and expense); or
 - 4.2.2 agree to take a **product** with us, you'll no longer be on a **deemed contract** and so these **deemed terms** will no longer apply to you.
- 4.3 If you agree a contract with another supplier, please let us know that you want to end your **contract** with us. You will be responsible for paying us all **charges** due under your **deemed contract** until your new supplier successfully transfers your supply from us to them.

- 4.4 If you agree a contract with another supplier, we will stop the switching process (and so your **deemed contract** will continue) if:
 - 4.4.1 we and your new supplier agree that the switching request has been made in error; or
 - 4.4.2 your new supplier does not apply to transfer all of the related **meters** at your **site**; or
 - 4.4.3 if you ask us to stop the switching process.

5 Credit balances where Ofgem has appointed us as your supplier

- 5.1 Where **Ofgem** has appointed us as your supplier using a last resort supply direction, we'll honour any outstanding credit balance on your account before the supply passed to us, where we've agreed to do this with **Ofgem**.