

Fixed energy plan terms and conditions (‘fixed energy plan terms’)

August 2020

Version 2

These **fixed energy plan terms** apply to **fixed energy plans**, 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 website shows the most up to date version of these **fixed energy plan terms** at britishgas.co.uk/business/terms.

Any words set out in bold shall have the same meaning as set out in the **general conditions** unless specified otherwise.

1 Do these fixed energy plan terms apply to my business?

- 1.1 These **fixed energy plan terms** will apply if you have agreed to take a **fixed energy plan** for any of your **site(s)**.
- 1.2 These **fixed energy plan terms** and the **general conditions** apply to your **fixed energy plan**.
- 1.3 If there is any difference between these **fixed energy plan terms** and our **general conditions**, these **fixed energy plan terms** will take priority, unless we have agreed otherwise with you in writing.
- 1.4 Without prejudice to clause 2, we can change the terms and conditions of these **fixed energy plan 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 relating to charges for your fixed energy plan

Changing your charges

- 2.1 If there is any change to any law or regulation, decision or advice by a **regulatory authority** which applies to this **contract**, we may change the terms of this **contract**, including the **charges**, as we consider reasonably necessary to reflect those changes. If your **site** is covered by an active **fixed energy plan**, we will not increase your **prices** to recover increases in costs that could reasonably have been expected by us.

- 2.2 If your **site** is covered by an active **fixed energy plan**, we can only change your **prices** if:
- 2.2.1 clause 2.1 applies; or
 - 2.2.2 you fail to keep to your responsibilities under this **contract**, which includes without limitation, you giving us incorrect information upon which we have based our **prices** or your direct debit is cancelled or refused. If your direct debit is cancelled or refused we may change your **prices** and/or remove any direct debt discount from your account;
 - 2.2.3 you make changes to your **meter** or supply such that the information we used to calculate your **prices** is no longer correct.
- 2.3 If clause 2.2 applies, we will tell you in writing what the new **prices** are and when they will start to apply to you. If you tell us that you do not agree to pay the new **prices**, we can end any **fixed energy plan prices** that we have agreed with you. In these circumstances this **contract** will continue to apply and:
- 2.3.1 the **fixed energy plan prices** will end automatically on the day we tell you they have ended; and either
 - 2.3.2 if the **site** is registered with us, unless you agree a new **product** with us or a different supplier takes over the supply of that **site**, we will charge you for the **energy** supply based on our **variable price plan**. Clause 5.2.1, below, sets out some general principles about our **variable price plan**; or
 - 2.3.3 if the **site** is not already registered with us, we cancel your **contract** and stop any registration processes to transfer your supply to that **site** to us (and so your **site** will stay with its previous supplier).

3 Additional terms relating to securing your ability to pay

- 3.1 If you do not comply with a request we make to you in accordance with clause 5 (Securing your ability to pay) of the **general conditions**, we have the right to change your **charges** so that you pay **charges** for your supply based on our **variable price plan charges**.

4 When can we end your fixed energy plan period early?

- 4.1 Your **fixed energy plan period** is the period of time for which we have agreed that a **fixed energy plan** will apply as set out in your **contract details**.
- 4.2 In addition to the terms of clause 2.3.3, we may also end your **fixed energy plan period** early if clause 10 (Ending the contract) of the **general conditions** applies.

5 What happens at the end of your fixed energy plan period?

Staying with British Gas

- 5.1 We will write to you around 60 days before the end of your **fixed energy plan period**. This notice will detail:
- 5.1.1 other **products** we can offer you;
 - 5.1.2 the **variable price plan** that will apply at the end of your **fixed energy plan period** if you do not agree to take a new **product** with us and you keep us as your **energy** supplier. This is the default option which will apply to your supply at the end of your **fixed energy plan period** if we do not hear back from you and you do not change supplier.
- 5.2 Upon receipt of the letter detailed in clause 5.1, above, if you want to accept:
- 5.2.1 the **variable price plan**, you do not need to do anything. The **variable price plan** will apply from the day after your previous **fixed energy plan period** ends. We can change our **variable price plan charges** at any time, by giving you 30 days' notice. The **variable price plan charges** are likely to be higher than the **charges** available if you take a different **product** with us;
 - 5.2.2 another **product** with us, you will need to follow the instructions set out in the letter which we send you. If you choose to accept another **product**, the new **product** will start on the day after your current **fixed energy plan period** ends.

Leaving our supply

- 5.3 Subject to clauses 5.4, 5.5, 5.6 and 5.7, if you want to leave our supply you must give us 30 days' notice over the phone or in writing ('**leaving notice**').
- 5.4 If you serve the **leaving notice** up to 30 days before the end of your **fixed energy plan period**:
- 5.4.1 your **fixed energy plan** will continue and will only come to an end at the end of your **fixed energy plan period**;
 - 5.4.2 you will then have 30 days from the end of your **fixed energy plan period** to switch suppliers.

- 5.5 If you serve the **leaving notice** less than 30 days before the end of your **fixed energy plan period**:
- 5.5.1 your **fixed energy plan** will continue and will only come to an end at the end of your **fixed energy plan period**;
 - 5.5.2 you will not be able to leave supply until your 30-day **leaving notice** period ends;
 - 5.5.3 at the end of your 30-day **leaving notice** period, you will have a further 30 days to complete the transfer to another supplier (and if you fail to complete the transfer during this timeframe, you must serve another **leaving notice**).
- 5.6 In all cases, after the end of your **fixed energy plan period** we will charge you for energy based on our **variable price plan charges** until you either:
- 5.6.1 take a new **product** with us; or
 - 5.6.2 change supplier.

When we can stop you switching to another supplier

- 5.7 We will stop the switching process if:
- 5.7.1 you have not given us **leaving notice**; or
 - 5.7.2 you have given us **leaving notice**, but are trying to switch suppliers during your **fixed energy plan period** or before the end of the 30-day **leaving notice** period; or
 - 5.7.3 you owe us any money under this **contract** or any other **energy** contract; or
 - 5.7.4 your new supplier does not apply to transfer all of the related **meters** at your **site**; or
 - 5.7.5 we and your new supplier agree that the switching request has been made in error; or
 - 5.7.6 you ask us to stop the switching process.