

# 30 day flexible energy plan terms and conditions (‘flexible plan terms’)

August 2020

Version 3

These **flexible plan terms** apply to your **flexible energy plan** 'flexible plan' for the supply of gas and electricity 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 flexible plan terms at [britishgas.co.uk/business/terms](https://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 flexible energy plan terms apply to my business?

- 1.1 A **flexible plan** is one of the **products** which may apply to the supply of **energy** to your **site(s)** pursuant to the **flexible plan terms**.
- 1.2 These **flexible plans terms** will apply if you have agreed to take a **flexible plan** for any of your **sites**, as set out in your **contract details**. To be eligible for this **flexible plan** you must meet certain conditions ('Conditions of eligibility'), as set out in clause 1.6, below.
- 1.3 Pursuant to clause 1.2, if these **flexible plans terms** apply to your **site(s)**, you must read these **flexible plans terms** in conjunction with the **general conditions**, which also apply to your **flexible plan(s)**.
- 1.4 If there is any difference between these **flexible plan terms** and our **general conditions**, these **flexible plan terms** will take priority, unless we have agreed otherwise with you in writing.
- 1.5 We can change the terms and conditions of these **flexible 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, which 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.

### Conditions of eligibility

- 1.6 To be eligible for this **flexible plan**, you must meet the following conditions:
  - 1.6.1 you must keep to, and not breach, our **general conditions** or any conditions set herein.
  - 1.6.2 the supply points included within your **contract** are not already in a **fixed energy plan**.

- 1.6.3 you must pass our credit checks as set out in our **general conditions** and continue to meet such requirements.

## 2 Additional terms about charges for your flexible plan

- 2.1 The **prices** which apply to your **site(s)** are those set out in your **contract details**. You agree and acknowledge that we may increase or decrease the **prices** at any time by giving you 30 days' notice.
- 2.2 If you tell us that you do not agree to pay the different **prices**, you can end the **flexible plan** by giving us at least 30 days' notice in accordance with clause 4.3. If the supply to the **site** is not already registered with us, we may stop any registration processes to transfer your supply to us. If this happens, your **contract** will end immediately for that **site** and the **site** will stay with its previous supplier.
- 2.3 This **flexible plan** can only benefit from the 7% direct debit discount, any other offers or credits cannot apply to this **flexible plan**.

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

- 3.1 **Flexible plan 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 flexible plan

### Our rights to end your flexible plan

- 4.1 We can end this **contract** at any time by giving you 30 days' notice in writing.

### Your rights to end your flexible plan

- 4.2 If you would like to change your **flexible plan** to a **fixed energy plan**, you will not be required to give us a leaving notice in accordance with clause 4.3. Please contact us at any time and we can discuss this with you.

4.3 Subject to clause 4.4, below, you can end your **flexible plan** at any time by giving us 30 days' notice over the phone or in writing ('**leaving notice**'). At the end of your 30-day **leaving notice** period, you have a further 30 days to complete the switch to your new supplier. If you do not switch suppliers in this time, you will remain on supply with us and you will need to give us a new **leaving notice**.

#### **When we can stop you switching to another supplier**

4.4 We will stop the switching process if:

- 4.4.1 you have not given us leaving notice or, if you have given us **leaving notice**, you try to switch suppliers before the end of your 30-day **leaving notice** period; or
- 4.4.2 you owe us any money under this **contract** or any other **energy contract**; or
- 4.4.3 your new supplier does not apply to transfer all the related **meters** at your **site**, or
- 4.4.4 we and your new supplier agree that the switching request has been made in error; or
- 4.4.5 you ask us to stop the switching process.