Multi-site plan terms and conditions ('multi-site plan terms')

August 2020 Version 2



These multi-site plan terms apply to the multi-site products for small businesses ('multi-site plan'), and you should read them with your contract details and 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 multi-site 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 multi-site plan terms apply to my business?

- 1.1 These **multi-site plan terms** will apply if you have agreed to take a **multi-site plan** for your **sites**.
- 1.2 These multi-site plan terms, the contract details and the general conditions apply to your multi-site plan.
- 1.3 If there is any difference between these multi-site plan terms and our general conditions, these multi-site 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 multi-site 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.

Conditions for eligibility

- 1.5 The **multi-site plan** is not available to landlords or housing associations. If you are a landlord or housing association, please contact us to discuss your requirements, or to see if we can offer you a plan more suited to your needs.
- 1.6 To be eligible for the multi-site plan you must meet (and continue to meet) the following conditions:
 - 1.6.1 you must have at least two **sites** on the **multi-site plan**; and
 - 1.6.2 all sites included on your multi-site plan must be in the name of a single customer.

2 Extra terms relating to charges for your multi-site 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 sites are covered by an active multi-site plan, we will not increase your prices to recover increases in costs that could reasonably have been expected by us.
- 2.2 If your sites are covered by an active multi-site 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 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 **multi-site plan prices** that we have agreed with you. In these circumstances this **contract** will continue to apply and:
 - 2.3.1 the **multi-site 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 Extra 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 multi-site plan period early?

- 4.1 Your 'multi-site plan period' is the period of time for which we have agreed that a multi-site 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 **multi-site plan period** early if:
 - 4.2.1 clause 10 (Ending the contract) of the **general conditions** apply; or
 - 4.2.2 you do not meet the conditions for eligibility set out in clauses 1.5 or 1.6 above.

5 What happens at the end of your multi-site plan period?

Staying with British Gas

- 5.1 We will write to you around 60 days before the end of your **multi-site 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 multi-site 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 multi-site 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 multi-site 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 **multi-site 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 **multi-site plan period**:
 - 5.4.1 your **multi-site plan** will continue and will only come to an end at the end of your **multi-site plan** period;
 - 5.4.2 you will then have 30 days from the end of your **multi-site** plan period to switch suppliers.
- 5.5 If you serve the **leaving notice** less than 30 days before the end of your **multi-site plan period**:
 - 5.5.1 your **multi-site plan** will continue and will only come to an end at the end of your **multi-site 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 **multi-site 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 **multi-site 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.