Domestic gas supply - terms and conditions

**Introduction**

These terms and conditions ("terms") set out the basis on which Better Energy Supply Ltd ("we" or "us") supply our customer ("you") with natural gas ("gas") through the local gas pipeline network in your area.

**Start date**

These terms apply from the date on which you ask us (by phone, email, online or in writing) to arrange to supply you with gas.

If we supply you with gas without you asking us to - for example, because we are instructed to do so by Ofgem (the gas and electricity regulator) - these terms apply from the date on which we advise you that we will be supplying you with gas.

We will advise you in writing (by post or email) of the date on which we will begin supplying you with gas.

**Termination**

You can bring your gas supply from us to an end without penalty at any time by transferring to a different gas supplier, provided that you have paid for the gas that we have supplied to you\(^1\), or by arranging for your gas supply to be cut off if it is no longer needed.

If you are moving home, you can bring your gas supply from us to an end by letting us know the date on which you are moving and your new contact details. Your supply will end on the date that you move, or two working days after you inform us, whichever is later, unless another customer begins to take a supply from us at the same address, in which case your supply will end when theirs begins.

Your gas supply from us will also end if Ofgem terminates our licence to supply gas. If this happens, Ofgem will appoint a replacement gas supplier so that you continue to have access to gas.

These terms will continue to apply until you have paid us for all gas used up to the point at which your gas supply from us ended.

**Meter readings and meters**

We will ask you for a gas meter reading from time to time, and you may provide one at any time. We will also read the meter ourselves so as to meet (at minimum) the gas industry safety inspection requirements.

We will use actual meter readings to make our bills as accurate as possible, and will otherwise base our bills on estimated readings, taking account of your regular usage, seasonal effects and the time since the last actual reading that we have.\(^2\)

Your gas meter is owned by the local gas network operator or a meter services provider. You must allow us (and our authorised agents) access to the meter at any reasonable time and, in an emergency, at any time.

The meter must be positioned such that it is safe, secure and protected from the weather. We must be able to access it safely and easily to read it and inspect it. If the position of the meter is unsuitable, you must allow us to move it to a suitable one.

If you ask us to do so, we will endeavour to provide you with a prepayment meter. We will also do this if we deem it necessary because you owe us money, have broken these terms or are unable to pay your debts, or where we reasonably believe that a meter has been tampered with.

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\(^1\) We can prevent you from transferring to another supplier if you owe us money.

\(^2\) Long periods without meter readings increase the risk that our estimates will be inaccurate, so if you don't provide readings when we ask for them (and don't give us a reason) we may add an error margin to your estimated usage. We will provide the detailed basis of any estimated reading on request.
Cutting off your gas

We have the right to cut off your gas in specific circumstances. We may consider doing so if provision of a prepayment meter is appropriate but is not reasonable, not possible or is unlikely to be effective. We will also consider doing so if it is unreasonable in all the circumstances for us to continue to supply you. We have the right to require you to restrict or stop your use of gas in an emergency, and we may cut off your supply in an emergency or if required to do so by law.

Quality and reliability of your gas supply

The quality of the gas that you receive and the reliability of the physical supply are the responsibility of the local gas pipeline network operator. They may also cut off your supply in an emergency.

Payments

Timely payments for your gas are a fundamental aspect of compliance with these terms. Regular payments are due at the agreed time and payments under variable billing arrangements are due on receipt of the relevant bill. Reminders will be issued where payments are not received on time. Unexplained or persistent late payment will be treated as a breach of these terms, but a genuine error, promptly rectified, will not. In the event of a genuine dispute about the value of a bill, we will endeavour to resolve the dispute as quickly as possible and the undisputed part must be paid.

If you choose a tariff involving payment by direct debit you must provide and maintain a valid direct debit mandate. If the mandate is cancelled or payment collections fail, we will ask you for an updated mandate. If you do not provide one, we will move you onto our nearest equivalent tariff that does not involve payment by direct debit.

Costs arising from breaches of these terms will be added to your bill and payable by you. These may include, among others, the costs of: providing and maintaining prepayment meter arrangements; failed direct debit collections or returned cheques; tracing you if you move without informing us; and obtaining access to your meter if you fail to provide it.

Contacting each other

We will provide you with our phone contact details, email addresses and postal address, and will keep them up to date. You must provide us with your phone contact details, and with your billing address if it is different from your supply address. You may also provide us with an email address, and must do so if you choose a tariff under which bills and other correspondence are sent by email. If we become aware that email is no longer reaching you at the address that you provide, we will ask you for an updated address. If you do not provide one, we will move you onto our nearest equivalent tariff that does not involve email communication.

You must keep your contact details up to date. We will use them to contact you in the circumstances specified in these terms and where otherwise appropriate to the management of your gas supply. We will not contact you for marketing purposes or provide your details to others, except where required to do so by law or applicable regulations.

Changes to our terms and conditions

We may change our gas prices or make changes to these terms and conditions from time to time. If we propose to make a change that will increase the amount that you pay for your gas supply, or disadvantage you in any other way, we will write to you (by post or email) before the change takes effect. If you then notify us that you intend to change your gas supplier, we will defer the change so that prompt action will allow you to avoid the effects of the change. If you owe us money and we notify you that we intend to object to the change of supplier because of this, we will defer the change for a further period provided that you settle your account within the time specified in our notification to you.

For any such change, the amount of notice that we will give you and the periods for deferral of changes will be according to the rules set by Ofgem for domestic gas supplies.