

Fixed Price November 2017 - Terms and conditions

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Tariff terms and conditions

About your tariff

Fixed Price November 2017 prices are fixed until 30th November 2017. You'll pay a daily standing charge and unit rate.

Paying for your energy

You'll need to pay by Direct Debit.

Your prices may change depending on how you pay. If you pay by Direct Debit but miss any payments, we can ask you to pay by cash or cheque. Your prices would go up – we'll explain the difference in your contract pack, or you can find the details at sainsburysenergy.com. We'll write to you at least seven working days before changing how you pay.

If you don't stay a Dual Fuel customer (with both fuels on this tariff), you may not be able to stay on this tariff. Your rates may change and your prices may be higher. If this happens, we will inform you in advance.

If you don't stay a Dual Fuel customer with us you'll stop receiving the Dual Fuel discount.

If your meters change

If your gas and/or electricity meters are replaced with prepayment meter(s), we'll switch your tariff to British Gas' cheapest variable price tariff (no end date) at the time (as Sainsbury's Energy can't support this).

If you decide to cancel

If you change your mind and no longer want this tariff, you have 14 days to change tariff without paying exit fees. The 14 days starts from the day after you agreed to this tariff. You can find more information at sainsburysenergy.com/cooloff.

If you switch to another energy supplier before 13th October 2017 we'll charge you an exit fee of £20.00 for electricity and £20.00 for gas. We'll collect exit fees before any other amounts you owe us, either from payments you make or from your credit balance.

At the end of the tariff

Before this tariff ends, we'll write to tell you what will happen next. If we don't hear from you, we'll move you to the cheapest variable price tariff (no end date) we have available from 1st December 2017.

Other things to bear in mind

Fixed Price November 2017 prices are fixed until 30th November 2017 unless the government or regulator does something or plans something that means we can't (we hope they won't, but we have to let you know). We'll also add VAT.

We'll only sell so many Fixed Price November 2017 tariffs, and we might withdraw it.

Our terms and conditions of supply also apply - you can find them below.

Our general supply terms and conditions

What this is

These are our terms and conditions for supplying **Sainsbury's Energy** gas or electricity (or both) to your **property**. They form a contract between us – **British Gas** – and you, our customer. We are licensed by **Sainsbury's** to use the **Sainsbury's Energy** brand to supply gas and electricity.

You're our customer if you hold an account with us, so we sometimes refer to you as an account holder.

You can become an account holder without signing a contract, just by moving into a **property** we supply gas or electricity to.

If the account's in more than one person's name, all of you are account holders.

By entering into this contract you are confirming that you own or live in your **property**, or that you're responsible for it. You also agree that it's already connected to mains gas or mains electricity (or both).

The terms and conditions in this contract are mainly about:

- us - what we have to do, and what we're allowed to do;
- you - what you have to do, and what you're allowed to do; and
- breaking the contract - what happens if you don't keep to these terms and conditions (for example, if you don't pay your bill).

We can also ask you to agree to extra conditions for certain tariffs or bundles (for example, if you want us to fix your prices for a while, or if you accept one of our promotional offers).

We'll show the most up-to-date version of these terms and conditions on our website at sainsburysenergy.com. If you don't have access to the internet, please call us on 0800 316 0316, and we'll send you the latest version.

Definitions: what the words in this contract mean

In this contract, when we print the words below in bold, they have the following meanings.

British Gas – us, British Gas Trading Limited. Our registered office is at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD. And our company number is 03078711.

deposit – the money you need to pay us as security before we'll supply gas or electricity.

gas transporter – the company that's licensed by **Ofgem** to pipe gas to your **property**.

Green Deal – a government scheme that lets people pay for approved energy-saving improvements through their electricity bills.

Green Deal bill payer – someone who is responsible for paying an electricity bill for a **property** that's in the **Green Deal** scheme.

Green Deal charges – the money we have to add to your electricity bill if your **property**'s in the **Green Deal** scheme.

Green Deal plan – an agreement with a **Green Deal provider** (explained below) to make energy-saving improvements to a **property**. The agreement could have been made by you, your landlord, or someone who used to own or live in your **property**.

Green Deal provider – an organisation that has made a **Green Deal plan** with you, your landlord, or someone who used to own or live in your **property**. The Government must have authorised this organisation to offer the **Green Deal plan**.

licences – the licences that **Ofgem** gives us to supply gas and electricity.

list of tariffs – the list of our current prices and charges.

meter – the equipment for measuring the amount of gas and electricity you use, and providing information about it.

network operator – the company that **Ofgem** licenses to deliver electricity and run the electricity distribution network for your area.

Ofgem – the Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain.

Pay As You Go Energy™ customer – a customer who has a **prepayment meter**.

Prepayment meter – a **meter** where you pay for your electricity or gas in advance, or a **smart meter** working as a **prepayment meter**.

property – the building or space we supply gas or electricity to. That's usually where you live now, but it could be a property you're responsible for (for example, if you have more than one property or if you're a landlord and are responsible for paying gas bills and electricity bills between tenancies).

Sainsbury's – Sainsbury's Supermarkets Limited. Its registered office is at 33 Holborn, London EC1N 2HT, and its company number is 03261722.

Sainsbury's Energy – gas or electricity (or both) supplied by **British Gas** using the Sainsbury's Energy brand, under licence from **Sainsbury's**.

smart meter – a **meter** that tells us how much gas or electricity you're using, without us having to visit your **property** to read it. It also lets you see how much you're using and when.

supply – the gas or electricity we provide, or what we do to provide them. The supply is for you to use entirely or mainly for domestic purposes.

working day – any day except Saturday, Sunday and bank holidays. Our bank holidays are decided by the country your **property's** in – that is, England, Wales or Scotland.

1 About this contract

When the contract starts

1.1 Your contract with us will start:

- when you agree with us on the phone that we will **supply** you with **Sainsbury's Energy**;
- when you sign your contract for **Sainsbury's Energy** in front of one of our representatives;
- when we receive the form we gave you, filled in correctly; or
- if applying online, when you click to agree that you accept these terms and conditions for **Sainsbury's Energy**.

1.2 If we already supply your **property** (either as **British Gas** or **Sainsbury's Energy**) and you didn't enter a contract with us in any of the ways described above (in clause 1.1), these terms and conditions for **Sainsbury's Energy** won't apply to you. Instead, we'll begin treating you as if you'd agreed to **British Gas**'s standard terms and conditions. You can read them at britishgas.co.uk/termsandconditions .

How to cancel the contract

1.3 If you have a contract with us (as described in clause 1.1), you have 14 days from the day after your contract was made to tell us that you want to cancel it. That 14-day period is called the 'cooling-off' period.

When we'll start supplying electricity or gas

1.4 We usually start supplying gas or electricity (unless you tell us that you don't want us to transfer your **supply**) within 21 days from:

- the day your cooling-off period ends; or
- the day we start the process to take over your supply;

whichever happens first.

We'll tell you when your **supply** will start.

Of course, if we already supply your **property**, we'll carry on doing so.

1.5 There are a few things that might mean we take longer than 21 days to start supplying gas or electricity. For example, if any of the following apply.

- a. You ask us to delay taking over the **supply**.
- b. Your old supplier prevents us from taking over the **supply**.

- c. information anywhere else, despite doing everything we reasonably can to get hold of it.
- d. it isn't connected to the right distribution network, or you don't have a metering arrangement that will allow us to supply you.
- e. Something beyond our control happens, even though we've done everything reasonable (for example, if you do something that prevents us from taking over the **supply**).

2 Our prices and charges

List of tariffs

2.1 Our prices for supplying gas and electricity are set out in our **list of tariffs**. You'll find this on our website at sainsburysenergy.com/EnergyTariffs. Or call us on 0800 316 0316 and we'll post you the list.

2.2 Our prices and conditions sometimes depend on how you pay. Before we enter into the contract with you, we look at any information we have. That might include what we know about how you've paid our bills in the past, anything you've told us, and any information that a licensed credit-reference agency has given us. We use all this information to decide how likely we think it is that you'll be able to pay your bills. Our decision can affect how we ask you to pay. For example, it might affect how often we send you bills. We might also ask you to pay a **deposit** or use a different kind of **meter**.

Prepayment meters aren't available to **Sainsbury's Energy** customers. If you've got one in your **property** – whether because you've chosen to or because we've used our legal rights to install one – we can end this contract (as clause 8.8 describes).

2.3 Our prices include two kinds of charges:

- a 'standing charge' – a fixed amount per day, which helps to cover our fixed costs, for example those relating to pipes and **meters**; and
- a 'unit rate' – an amount for the electricity or gas you use. We work this out in pence per kilowatt hour. For gas, we convert the amount you use into kilowatt hours using its calorific value – the amount of energy released when the gas burns.

Charges that aren't in our tariffs

2.4 We can also charge you for reasonable costs that aren't included in our **tariffs**. These can include costs arising from the following.

- a. Visiting your **property** and stopping, disconnecting or reconnecting your **supply**. We might charge for this if you ask us to do it, or if the reason for doing it is your fault (for example, if you've damaged the **meter**).
- b. Inspecting or working on your **meter** if you ask us to but there's no problem with it.
- c. Moving your **meter** to a convenient position, unless it is our fault that the **meter's** original position was inconvenient.
- d. Trying to get back money you owe us. These costs include reasonable administration costs, as well as, for example, the cost of trying to contact you, visiting you, getting a warrant to enter your **property** and installing a **prepayment meter**. However, we can end this contract (as described in clause 8.8) if you have a **prepayment meter** installed.

We explain these charges in more detail in our leaflet 'Lots of Ways to Pay', as well as on our website at britishgas.co.uk/WaysToPay .

- e. Visiting your **property** if you've failed to do what we've asked you to do to meet your responsibilities under this contract and we've offered or tried to contact you by letter, phone, email or fax.
- f. Visiting your **property** when you haven't kept an agreed appointment with us or our agents.
- g. You interfering with your gas or electricity **meter**, or stealing gas or electricity.
- h. Replacing any card, key or token that you lose or damage.
- i. Processing your credit-card payment, if you choose to pay your bill by credit card.
- j. If you live in a recently built residential development, charges we have to pay for using the electricity and gas network.

Tax and price changes

2.5 All our prices and charges are affected by UK taxes (including VAT), though the Government usually sets the rate for domestic supplies lower than the standard rate.

2.6 If we change our prices, we can estimate your **meter** reading on the date the price changes. We'd use the old rate for the gas and electricity we estimate you've used before that date, and the new rate from then on.

3 Paying your bill

The bills and statements you'll get

3.1 We'll send you a statement once a year. The statement will show how much gas or electricity you've used that year, based on **meter** readings (actual or estimated).

We'll send you bills as well. They'll be based on actual or estimated **meter** readings.

If you're a **Green Deal bill payer**, your bills and statements will also show your **Green Deal charges**.

How you're agreeing to pay

3.2 You agree to pay us for supplying gas or electricity (or both), and for any other charges that apply under this contract. That includes the charges in clause 2.4 and those in any extra conditions we've agreed with you.

You're responsible for paying our bills. If there is more than one account holder, we can claim any money owed to us from any of the account holders. That could mean claiming it all from just one person.

3.3 You have to pay all the money you owe us by the date it says on your bill, unless we've agreed something else.

If you genuinely think we've got your bill wrong, tell us what you disagree with and why. In the meantime, you have to pay the amount you do not disagree with. We'll investigate, and if we've made a mistake, we'll change your bill. If we haven't made a mistake, you have to pay the full bill.

What happens if you don't pay your bill

3.4 If you're finding it difficult to pay, let us know and we'll try to help you. We explain the different ways you can pay in our leaflet 'Lots of Ways to Pay', and on our website at britishgas.co.uk/WaysToPay. 

3.5 By entering into this contract you've agreed to pay your bills. If you don't, we can make you pay a **deposit**, or pay in a different way (for example, through a **prepayment meter**). We can also change how often we send you bills (for example, sending you a bill every month rather than every three months). However, if you use a **prepayment meter**, we can end this contract (as clause 8.8 describes).

If we have to install a **prepayment meter**, we can charge you our reasonable costs for the work. If we make you pay using a **prepayment meter**, you might have to pay higher charges for electricity and gas. That can happen because:

- the tariff you're on isn't available to **Pay As You Go Energy™** customers; or
- you don't pay by Direct Debit any more.

You can find out more about these charges by looking at the terms and conditions for your tariff (which are separate from these terms and conditions) or by looking at our **list of tariffs**.

3.6 If you don't pay your bill when we remind you, we can start charging you interest. The yearly interest rate will be 3% more than HSBC's base rate. We can start charging interest 28 days after we sent you the bill that you didn't pay.

What happens if you owe us money

3.7 If you owe us money (even if it's under a different contract from this one), we can move money from your other contracts or accounts – including between your **Sainsbury's Energy** and **British Gas** accounts.

For example, we could pay off your debt to us by using:

- money that we owe you;
- a **deposit** that you've paid; or
- money that you've paid under another account with us, even if that account's for a different **property**.

3.8 If you owe us money, it's up to us to decide how we use your payments to pay it off. For example, we could decide to pay off your oldest bills first or pay off any other costs you owe us.

If you're a **Green Deal bill payer**, clause 14 of this contract affects the way we can use your payments.

3.9 You agree to pay us any money you owe from previous contracts with us. You also agree to pay us:

- any money you owe your old supplier for charges that have been transferred to us; and
- any reasonable administration fees, so long as we tell you about them.

What happens if we find your bills are wrong after you've left us

3.10 After you've left us or moved to a different energy supplier, we might find out that some of the bills we've sent you were wrong. (This could happen if, for example, you didn't give us a **meter** reading when you ended the contract.) If any bill was wrong, we'll send you a new bill as soon as we can.

If the new bill shows that you owe us money, you have to pay it by the date shown on the bill. If you don't think you owe this money, you need to tell us straight away.

3.11 If we send you a new bill as described in clause 3.10, it might show that you have money left in your account. We can use this money to pay off any amounts you owe us, even if they're under a different contract (including between your **Sainsbury's Energy** and **British Gas** accounts).

Below is an example of how that could work.

You have separate electricity and gas accounts with us. You owe us money on your electricity account and you switch your gas account to

another supplier. Afterwards, we find out that you've overpaid on your gas account. We can use the overpayment in your gas account to pay some or all of your debt on the electricity account.

3.12 If we find that you've overpaid, and you don't owe us any money under a different contract, we'll pay you back the full amount left in your account.

If you owe us money under a different contract, we'll follow the process described in clause 3.11 before we give you back any money we still owe you.

We won't pay you the money back if we can't get in touch with you or too much time passes (as described in clause 8.12).

Clause 8.11 explains what we will do to try to get in touch with you.

3.13 Clause 3.12 will stay in force after this contract ends and we've sent you a final bill.

4 Paying a deposit

When we can ask you to pay a deposit

4.1 We can ask you to pay a **deposit** whenever that's reasonable (for example, if you haven't been paying your bills on time). We'll give you a reasonable time to pay us, but you have to pay by the date we say.

We won't ask for a **deposit** if we install a **prepayment meter** at your **property**. However, if we install a **prepayment meter**, we can end this contract (as clause 8.8 describes).

5 Meters and letting us into your property

Meter readings

5.1 We can ask you for a **meter** reading before we start to supply gas or electricity.

If you don't give us a **meter** reading, you agree to allow us to read your **meter**. We can get someone else to read it for us. If we have to read your **meter**, we can ask you to pay a reasonable charge for our time and expense. But we'll tell you about any charge before we read your **meter**.

If you don't give us a **meter** reading and we can't take one, we'll estimate your **meter** reading when we start to supply gas or electricity.

5.2 You need to give us **meter** readings at least twice a year, to help make sure your bills are accurate. If you give us a **meter** reading, we'll do everything we reasonably can to make sure your next bill (or statement) takes account of it.

If we don't think your **meter** reading is reasonably accurate, we'll do everything we reasonably can to contact you to get a new one. If we can't get a new one, we can estimate your **meter** reading.

Providing a meter

5.3 You agree that we can make arrangements on your behalf to provide your **property** with a **meter** and the equipment that goes with it. We won't do this if you tell us that you'll provide a different **meter**, as long as it's one that's been approved by the National Measurement Office.

5.4 We're not responsible for faults in a **meter** or fittings (like a meter box) that you've provided. Clause 5.3 above is about you providing a **meter**.

Making sure the meter isn't damaged

5.5 You have to take reasonable care to make sure that the **meter** isn't damaged or interfered with.

If you don't, you'll have to pay for the reasonable cost of us (or our agents) visiting your **property** and working on the **meter** or other equipment.

5.6 You have to tell us straight away if the **meter**'s damaged, or if there's a fault or a problem with it, or if you think it's been tampered with.

Letting us into your property

5.7 You agree to let us, our agents, the **gas transporter** and **the network operator** into your **property** and to allow us and them to work on the **meter** in safety.

You agree to give us safe access to your **property** and the **meter** at any time in an emergency, or if we need to visit for any other reason, as long as we legally can. You agree to do the same for our agents, the **gas transporter** and the **network operator**.

You also agree to give us, our agents, the **gas transporter** and the **network operator** safe access to your **property** and the **meter** at all reasonable times for the following reasons.

- a. For any reason to do with your gas or electricity **supply** or the **meter**, metering equipment, pipes or wires. That includes reading a **meter**, as well as inspecting, repairing, swapping, testing, installing, isolating or removing the **meter**. It also includes changing the settings on a **meter**, or stopping your **supply**.
- b. If, after this contract ends, we want to collect a **meter** or any other equipment that belongs to us.
- c. So we can inspect or test a **meter** or connection that we don't own or provide. You agree to pay our reasonable costs for doing this.

5.8 You have to make sure that we can get at your **meter**. If there's any obstruction, we can make you remove it at your own cost.

6 When we can stop your supply

Reasons for us to stop your electricity or gas supply

6.1 We'll only stop your **supply** if the law allows us to.

6.2 Under this contract we can refuse to supply you, stop your **supply**, or tell you to stop using it. Here are the reasons we can do that.

- a. You want to leave a supplier, but that supplier prevents us from supplying your gas or electricity (or both).
- b. Your **supply** has been stopped either by us, the **gas transporter**, the **network operator** or another supplier, and the terms of our **licences** mean that we don't have to reconnect you or continue to supply you. This can happen if, for example, you've interfered with your **meter**.
- c. The circumstances mean that it isn't reasonable for us to carry on supplying you. This can happen if, for example, you haven't paid your bills despite us sending you several reminders. (If we're already supplying your **property**, we'll give you at least seven **working days'** notice before we stop the **supply**.)
- d. There's an emergency.
- e. We're prevented from supplying you by something we have no control over. In this situation we'll do everything we reasonably can to restore your **supply**.
- f. **Ofgem**, the **gas transporter** or the **network operator** tell us to stop supplying you, or any law relating to the energy **supply** says we can legally stop supplying you. That includes our **licences** as well as any other agreements, authorisations, codes and procedures to do with us supplying gas or electricity.
- g. We're not happy with the way your **meter**'s set up. That might be because we or our agents didn't provide the **meter**. Or it might be because we or our agents can't read the **meter** and it seems to us more likely than not that the metering equipment has been tampered with. We wouldn't decide that without doing checks, such as inspecting your **meter**. If this is the first time this has happened, we might decide to install a **prepayment meter** rather than stop the **supply**. However, if we install a prepayment **meter**, we can end this contract (as clause 8.8 describes).
- h. You've refused when we've asked you to pay a **deposit**, or to have a **prepayment meter** installed.
- i. When we asked, you didn't give us satisfactory proof of your identity and of all your previous addresses for the last three years.

7 Changing this contract

When we can change this contract

7.1 We can change the terms of this contract at any time, including prices and payment methods, unless we've agreed with you that we won't. If we make a change, we'll write to let you know.

We'll show the most up-to-date version of these terms and conditions on our website at sainsburysenergy.com. If you don't have access to the internet, please call us on 0800 316 0316, and we'll send you the latest version. If you're not happy with any of the changes to this contract, you can end it as explained in clause 8.1.

What happens if we change the contract or raise prices

7.2 If we make a change to this contract and that change puts you at a disadvantage, or if we raise your prices, we'll write to let you know at least 30 days before the change or price rise happens. The change or price rise won't affect you if:

- you end your current contract with us and then begin a new one with us within 20 **working days** of when the change or price rise happened;
- you arrange for another company to supply your gas and electricity, and the new supplier tells us about this within 20 **working days** after the change or price rise happened. That company has to begin supplying your gas and electricity reasonably soon after telling us.
- If you switch to another supplier, you have to pay us any money you owe under our current contract. If you owe us money, we're within our rights (under clause 8.4 of this contract) to stop you switching to another supplier. When we tell you that we can stop you switching, you need to pay us within 30 **working days**. If you don't, you'll have to accept the change or pay the higher prices.

This clause (7.2) doesn't apply to you if your price increase is the result of changing the way you pay us (for example, if you stop paying by Direct Debit). In that case, we'll tell you seven **working days** before the price change, but you can't avoid it by beginning another contract or switching to another supplier.

What happens if we agree changes with you

7.3 As well as our right to change your contract (as explained in clauses 7.1 and 7.2), we can agree changes with you. It could be you or us who asks for those changes.

- a. If we want to agree any changes with you, we'll let you know what they are.
- b. If the change raises your prices or puts you at a disadvantage, we'll write to tell you about the change before it happens.
- c. If we ask you to agree to the contract, we'll only make those changes if you tell us you agree to them. If we tell you about a change we'd like to agree and we don't hear back from you in reasonable time, then we won't make the change.
- d. If we agree a change in your contract, we'll write to you to confirm it as soon as possible.

Changing the names or address on your contract

7.4 If we have your permission, we can change the names of the people on your account, and we can change the **property** it applies to.

You might want us to do that if, for example, you move house and want us to carry on supplying you there. Or you might want someone who lives with you to take joint responsibility for the contract. To let us know about any changes, call us on 0800 077 3833.

8 Ending this contract

How you can end this contract

8.1 This is how you can end this contract.

- a. If you're moving and you don't want us to supply gas or electricity at your new **property** (as explained in clause 7.4), you need to tell us at least two days before you move.

If you do that, your contract will end on the date you move out of your **property**. The only exception is if you still own your **property** on that date, and no one else has taken over

responsibility for it.

If you don't give us at least two days' notice, this contract will continue until:

- two **working days** after you tell us you have moved; or
- someone else gets gas or electricity at your **property** whichever happens first.

b. In all other circumstances (unless clause 7.2 applies), you can end this contract at any time as long as:

- you don't owe us any money and you've started getting gas or electricity from another supplier; or
- we've cut off your gas or electricity because you don't need it any more.

8.2 We'll do everything we reasonably can to send you your final bill within six weeks of your contract ending or you moving to a new energy supplier, whichever happens first.

If you've got a **prepayment meter**, we'll send a final statement instead of a final bill.

8.3 When you end this contract, we can ask you for a **meter** reading. If you don't give us an accurate reading, you might have to pay the difference between the reading you gave us (or the one we estimated) and the next **meter** reading.

When we can stop you switching to a new supplier

8.4 You have to pay for all the gas and electricity you use until the end of your contract with us. You also have to pay any other money you owe us, as explained in this contract. If you don't pay us for the gas and electricity you've used, we can stop you switching to another supplier. Our **Ofgem licences** allow us to do that.

8.5 If we decide to stop you switching to another supplier (for the reasons given in clause 8.4), we'll write to you as soon as we can to explain why. We'll also say how you can disagree with the reasons for our decision, and what we can do to deal with the problem.

We'll offer advice on energy efficiency and how to manage your debts, or tell you where you can get advice. We'll also let you know about other contracts we offer that might suit you better than the one you have.

When we can end this contract

8.6 We can end this contract immediately if:

- you break any of the contract's terms or conditions and we think it's serious (for example, if you've tampered with your **meter**);
- we lose our licence to supply your **property**;
- **Ofgem** tells another company to supply your gas or electricity; or
- you end the contract, as set out in clause 8.1.

8.7 We can end this contract in any circumstances by giving you at least 28 days' notice.

8.8 **Prepayment meters** aren't available to **Sainsbury's Energy** customers. If you've got one in your **property** – whether because you've chosen to or because we've used our legal rights to install one – this contract will end.

From the time your **prepayment meter**'s installed, we'll treat you as if you've entered into a new contract with **British Gas** as a **Pay As You Go Energy™** customer. We'll tell you if that happens.

We'd then continue to supply you under your new **British Gas** contract, which includes some extra clauses that only apply to **Pay As You Go Energy™** customers. We've included them in the appendix to this contract.

8.9 If we're not allowed to carry on supplying you using the **Sainsbury's Energy** brand, this contract will end. We'll then treat you as if you've entered into a new contract with **British Gas**. We'll tell you if that happens. We'd then continue to supply you, but under your new **British Gas** contract.

8.10 You can see a copy of **British Gas**'s standard terms and conditions at britishgas.co.uk/termsandconditions .

What happens if we owe you money when the contract ends

8.11 If this contract ends for any reason, you and we will not lose any rights we already have (for example, to claim any money that is owed at the end of the contract).

If you have any money (credit) left on your account after we have told you the final amount you owe, or if we can't tell you the final amount because you haven't given us a forwarding address, we will make a reasonable effort to pay you.

If we owe you more than £50, we will carry out our track-and-trace process, which involves trying to find you using address information held by us and a tracing company. We will then:

- write to you to tell you that there is money (credit) left on your account; and
- phone you to tell you that there is money (credit) left on your account.

8.12 We will not have to pay you this money back if:

- a. we've already made a reasonable effort to pay you the money as set out in clause 8.11 and at least 12 months have passed since we told you the final amount we owe you;
- b. a cheque we sent you for the money we owe you has been returned to us, cancelled by the bank or has not been cashed, we've been unable to find you using the steps set out in clause 8.11 and at least 12 months have passed since the contract ended; or
- c. we can't send you the money we owe because you haven't given us a forwarding address and we've been unable to find you using the steps set out in clause 8.11 and at least 12 months have passed since the contract ended.

If your rights relating to us repaying money owed under this contract have ended because the periods set out in a, b or c above have passed, and because appropriate attempts to pay you (as set out in clause 8.11) have failed, please let us know. If this happens, even though you no longer have a right to the money under the contract, we may still allow you to claim a repayment.

9 Our responsibility for loss or damage

Death, injury and fraud

9.1 We accept full legal responsibility if we or our agents kill or injure somebody because we or they have been negligent. And we take full legal responsibility if we or our agents cause somebody to be killed or injured because we or they have been negligent

We also accept full legal responsibility if we act in a fraudulent way.

What we're not responsible for

9.2 We won't, under any circumstances, be responsible for:

- any financial loss or damage, such as losing profit, income, business, contracts or goodwill; or
- any loss which we or you would not have reasonably expected when we made this contract with you. That applies even if we (including our employees, subcontractors or agents) didn't follow these terms and conditions.

The maximum amounts we can pay you

9.3 If you suffer any loss or damage, our responsibility to you will be limited to no more than £1 million for each event that causes you loss or, if there are a number of connected events that cause you loss, our responsibility will be limited to no more than £1 million in total for these events.

9.4 The **gas transporter** or the **network operator** might cause you loss or damage. If that happens, we'll only be legally responsible to you for the amount we're entitled to recover from them on your behalf.

About this part of the contract

9.5 Each individual sub clause in this clause 9 of the contract applies separately. If a court or other authority tells us we can't rely on a certain sub clause, the other sub clauses will still apply.

10 How we'll use and protect our information about you

This section explains how we use the information we collect about you in your dealings with us – some of which will be classified as sensitive under the Data Protection Act. We'll meet the standards set out in this clause 10 whether or not you become a customer.

We collect information about you in a number of ways. For example, you might give it to us, we might collect it through our dealings with you, or it might be collected from our devices such as **smart meters**. We might also get it from companies that offer databases of information, like credit-reference agencies.

If we significantly change the information we ask for, or the way we use it, we'll tell you.

How we can use your information

10.1 We **Sainsbury's** (and our agents) can use your information to do the following.

- a. Give you the services you've asked for, which can include loyalty and incentive programmes.
- b. Offer you services, accounts and products, again including loyalty and incentive programmes. We can use an automated scoring system to help us choose what to offer you. That system uses information from credit-reference agencies and other companies.
- c. Contact you to ask how we can improve the way we manage your account and provide you with services.
- d. Create statistics, test computer systems and do analysis. The information and analysis can include details about you and your household, your income and your lifestyle. It can also include the way you use energy. We can use our analysis to create profiles and marketing opportunities.
- e. Help prevent and detect fraud loss.
- f. Help us keep you, your family and your household healthy, safe and secure.

- g. Contact you in any way about products and services (and our partners) are offering. This can include by , phone and text message, as well as any other form of electronic communication (such as through your **smart meter** if you have one). It can also include visiting you.
- h. As well as this clause 10, if you've got a **smart meter**, clause 13 explains in more detail how we use the information that **smart meters** collect. You might also be interested in our Smart Metering Customer Guide. It's on our website at britishgas.co.uk/SMCustomerGuide .

As well as this clause 10, if you're a **Green Deal bill payer**, clause 14 explains in more detail how we use information.

10.2 We can monitor and record any of your communications with us, including telephone conversations and emails, to make sure we're giving you a good service and meeting our regulatory and legal responsibilities.

10.3 We can use any of our information to contact you. We and **Sainsbury's** can contact you by post, email, phone, text message or any other kind of electronic communication (such as through your **smart meter** if you have one). We can also visit you.

If we contact you to tell you about offers, when possible we'll do it the way you've told us you'd prefer to get marketing information.

If you no longer have an account with us, or if you don't use our products any more, we can still keep your information. We can then contact you to tell you about offers, from us and other companies, that might interest you.

You can ask us not to tell you about offers – either at all, or just in particular ways – whenever you like. Just get in touch with us and give us your account details.

Sharing your information with other organisations

10.4 We can let other people and organisations use our information about you. The other organisations can include **Sainsbury's** as well as other Centrica group companies, such as those using the **British Gas**, Scottish Gas and Dyno Groupbrands.

We and those other people and organisations can use information about you for the following purposes.

- a. To provide services you've asked for. This may mean giving information to members of your family or household. It could also mean giving information to anyone acting on your behalf, other people who might be interested, or those who introduced you to **British Gas** (such as a landlord or letting agent)
- b. As part of the process of selling one or more of our businesses.
- c. To help prevent and detect debt, fraud or loss. This may include giving information about you to a credit-reference agency. Clause 10.6 below describes this in more detail.
- d. To transfer some or all of a debt you have to another organisation.
- e. To provide information for legal or regulatory purposes (for example, if **Ofgem**, another regulator or a lawyer asks for it).
- f. In any current or future legal action.
- g. To take part in any data-sharing initiatives run by the Government, regulators or the industry (for example, initiatives meant to reduce fuel poverty, where people can't afford to pay for heating and electricity, or those to help groups of vulnerable customers).
- h. To help manage loyalty or reward programmes.
- i. To help an insurer manage your insurance policy, if you have one with us. The insurer can use the information for underwriting and claims, to help develop new services, and to assess financial and insurance risk.

To find out how we can share your information if you're a **Green Deal bill payer**, see clause 14.

Some of our work might be carried out outside the European Economic Area (EEA), and so might the people or organisations we share your information with. That means your information could be moved to countries that don't have the UK's standards or protection for personal information. If that happens, we'll make sure there are adequate safeguards. We'll still collect, store and use your personal information the way we explain here in clause 10.

10.5 You agree that we can ask your previous supplier for information to help us take over your **supply**. That could include information about,

for example, **meter** readings and equipment, as well as charges you owe your previous supplier. If you move to another supplier, you agree that we can give them information about you, including **meter** readings and details of any money you owe us, to help them take over supplying your gas and electricity.

Sharing information with credit-reference and fraud-prevention agencies

10.6 We can check your details with credit-reference and fraud-prevention agencies, and they might give us indications of your income or circumstances. We carry out these checks to help us decide whether there's a risk that you won't pay your bills. It also helps us make decisions about the goods and services we can offer you.

We take part in a data-sharing programme (a programme of sharing information) managed by the credit-reference agencies. If you'd like more information about this, you can find it at britishgas.co.uk/CreditReferencing . Or you can phone us on 0800 048 0202 and we'll send you a leaflet. Here's a brief guide to how we – along with credit-reference and fraud-prevention agencies – use your information.

- a. We'll ask the agencies for information about you and all the people you are applying with. If it's a joint application, and you're giving information about other people, you need to make sure they agree that we can share their information with the agencies.

If you give us false or inaccurate information and we suspect fraud, we'll pass your details to credit-reference and fraud-prevention agencies. The information might also go to law-enforcement agencies (such as the police and HM Revenue & Customs).

- b. We and other organisations can look at information about you that credit-reference and fraud-prevention agencies have given us. We can use this information to, for example:
 - check details on applications you make for credit and credit-related services;
 - check your identity;
 - prevent and detect fraud and money laundering;
 - manage credit and credit-related accounts or services;
 - recover debt;

- check details on applications and claims for all types of insurance; and
- check details of employees and people applying for jobs with us;
- c. When we ask credit-reference agencies to do a search about you, they'll record that on the credit file they keep about you. They'll do that whether or not we go on to supply you with gas or electricity (or both).
- d. We'll give credit-reference agencies information about your account with us, and how you manage it. The agencies will record that information.

If you've got an account with us and you don't pay us any money you owe, in full or on time, credit-reference agencies will record the debt. They might give that information to other organisations and fraud-prevention agencies to carry out similar checks, find out where you are and deal with any money you owe.

The credit-reference agencies keep records for six years after:

- your account's closed;
 - you pay the debt; or
 - someone takes action against you to recover the debt.
- e. We and other organisations might see (and use) information that the fraud-prevention agencies have received from other countries.
 - f. If you want to see what information credit-reference and fraud-prevention agencies have about you, you can contact the following UK agencies. They might not all have the same information, so it's worth contacting them all. They'll charge you a small fee.

Call Credit

Consumer Services Team

PO Box 491

Leeds

LS3 1WZ

Phone: **0870 060 1414**

Website: www.callcredit.co.uk 

Experian

Consumer Help Service

PO Box 8000

Nottingham

NG80 7WF

Phone: **0844 481 8000**

Website: www.experian.co.uk 

Equifax Plc

Credit File Advice Centre

PO Box 1140

Bradford

BD1 5US

Phone: **0870 010 0583**

Website: www.myequifax.co.uk 

Information about suspected fraud

10.7 We might suspect that someone has committed fraud or stolen energy by tampering with the **meter** or diverting the energy **supply**. If we do, we'll make a note of it on your account. We can then share that information with **Ofgem** and other people or organisations who are interested. That could include, for example, law-enforcement agencies, other energy suppliers, landlords and housing associations.

We can use this information to make decisions about you, including how likely we think it is that you'll be able to pay for your **supply** and other energy services. By doing this we might record sensitive personal information about you, such as criminal offences you've been accused of.

If you've tampered with the **supply** to your **property** or stolen gas or electricity, or if we suspect you have, we can take that into account when we decide what products or services to offer you, and what terms and conditions we give you.

What happens if we think you need extra care

10.8 If we believe that you need extra care, we can record that in our information about you. The extra care might be because of your age, health, disability or financial circumstances, or it could be because you are vulnerable for another reason. We can record such information for any member of your household. We'll keep this information so that we don't stop your **supply**.

We assess which customers need extra care and we record and share that information in line with Energy UK's 'safety-net procedures'.

To get more information on these procedures go to energy-uk.org.uk/policy/disconnection.html .

We can share the information with:

- social services, charities, and support organisations, if we think that they could help you or any other members of your household by making sure your **property** has a gas or electricity **supply**;
- other energy suppliers, if we believe that you're thinking about changing supplier; and
- the relevant **gas transporter**, metering agents or the **network operator**.

Information you give us about other people

10.9 If you give us information on behalf of someone else, you confirm you've given them the information in this document. You also confirm that they've given permission for us to use their personal information as we've described here in clause 10.

If you give us sensitive information about yourself or other people, you agree we can use that information as we've described in this contract. That sensitive information could include, for example, health details or details of household members' criminal convictions.

If you give us sensitive information about someone else, you confirm that they have agreed we can use the information as we've described in this contract.

How you can see the information we have about you

10.10 You're entitled to a copy of the information we hold about you, and to ask us to correct any inaccurate information. We can charge you a small fee for providing a copy of the information we hold. For more information, please contact our Privacy Team by writing to them at:

Lakeside West

30 The Causeway

Staines

TW18 3BY.

Or you can email CentricaDataProtection@Centrica.com.

11 Our standards of service and how to complain

Our standards of service

11.1 We promise to live up to certain standards when it comes to keeping appointments and sorting out any metering problems. You'll find all the details – including what we'll pay you if we let you down – in our leaflet 'We're listening'. The leaflet also explains what standards of service and compensation you're entitled to from the companies that look after your pipes and cables. To get a copy, go to britishgas.co.uk/WeAreListening or call us on 0800 048 0202.

If we don't bill you

11.2 If we make a mistake and don't bill you for your energy within 12 months after you use it, you won't have to pay for that energy. This is set out in our Code of Practice for Accurate Bills. To get a copy, go to britishgas.co.uk/AccurateBills or call us on 0800 048 0202.

How to complain

11.3 If you're unhappy with our service, you can make a complaint. To get a copy of our complaints procedure, go to Sainsburysenergy.co.uk/complaints or call us on 0800 316 0316.

12 National Terms of Connection

For electricity customers only

12.1 By entering into this contract to get your electricity from us, you're also entering into an agreement with your local **network operator**. That agreement relates to the National Terms of Connection. In clause 12.2 below, 'your supplier' refers to us, **British Gas**.

12.2 Your supplier is acting on behalf of your **network operator** to make an agreement with you. The agreement is that you and your **network operator** both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract, and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating to the

connection where your **network operator** delivers electricity to, or accepts electricity from, your **property** or business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association
6th floor
Dean Bradley House
52 Horseferry Road
London
SW1P 2AF.

Phone: 020 7706 5137

Website: connectionterms.co.uk

13 Extra conditions if you have a smart meter

How it works

13.1 If we install a **smart meter** in your **property**, or you move into a **property** that already has one, our Smart Metering Customer Guide explains how it all works. To get the guide, go to britishgas.co.uk/SMCustomerGuide or call 0800 975 5555.

Your new **smart meter** and its display unit come with a few extra terms and conditions.

The smart meter and display unit belong to us

13.2 The **smart meter** and display unit both belong to us (or our agents).

13.3 The display unit is linked to the **smart meter** in your **property**. It won't work with another **smart meter**. So if you move house, you must leave the display unit behind.

How we'll use your smart meter

13.4 You agree to let us use the **smart meter** to manage your gas and electricity **supply** from a distance, without visiting your **property**. That

might include reading, repairing or updating your **smart meter**, switching it from credit to **prepayment** (though in that case clause 8.8 would apply), disconnecting your **supply** (in the circumstances we've set out in this contract) or monitoring the energy you use.

Reading your smart meter

13.5 We'll send you bills based on the readings from your **smart meter**. In some cases (for example, if your **smart meter** or **supply** fails) we might still have to estimate some of your bills.

13.6 Your display unit shows you the cost of the gas and electricity you're using, as you use it (without the VAT). But it might not always match up exactly with your bill, because it doesn't include any of the discounts (like dual-fuel discounts) or charges (like missed appointments) that we might add on or take off.

13.7 You allow us to collect information from your **smart meter** for as long as we **supply** your gas or electricity. We'll only use the information from your **smart meter** to do certain things (for example, to send you a bill or take part in a government-approved trial) or for other reasons we've listed in clause 10. We won't use it to sell you products or services from **British Gas** or our partners, unless you've given us permission to do so.

13.8 We'll normally collect readings from your smart meter once a day. You can decide whether we take a reading for the entire 24-hour period or for each half-hour period. We won't take more than one reading a day unless:

- you've given us your permission; or
- you've agreed to take part in a government-approved trial.

If you'd prefer us to only take one reading a month, you can write to us or phone us on 0800 980 316. We'll also collect information about how your **smart meter** is working (for example, if it has any faults or has been tampered with). And we'll collect other details that help us manage your account and run our business smoothly.

Keeping your smart meter and display unit safe

13.9 You must take reasonable care not to damage or interfere with the display unit. If you break it, you'll have to pay for us (or our agents) to come to your **property** and repair it.

13.10 You must tell us straight away if:

- **smart meter** or display unit gets damaged or stops working properly;
- you think that the **smart meter** or display unit has been tampered with; or
- anything happens to the display unit or **smart meter** that might prevent us from being able to read your **meter** (for example, if you're having building work done and you have to move it or put it in a box).

You can phone our smart meter team on 316 0316.

14 Extra conditions if you're a Green Deal bill payer

14.1 If you or your landlord enters into a **Green Deal plan** for your **property**, or if the person who previously owned or lived in the **property** entered into a **Green Deal plan**, there are a few extra terms and conditions for you.

Paying your Green Deal charges

14.2 You agree to pay us the **Green Deal charges**. We'll then send them on to your **Green Deal provider**. If you're a **Pay As You Go Energy™ customer**, we'll collect your **Green Deal charges** through your **meter**.

14.3 You must pay the **Green Deal charges** for the time that we supply you with electricity at your **property** (whether or not you've entered into a contract with us). If you were a **Green Deal bill payer** before we started to supply your electricity, we'll only collect **Green Deal charges** from whenever we began supplying your **property**.

14.4 If you don't pay the **Green Deal charges**, we'll have the same rights as if you owed us any other money under these terms and conditions.

14.5 If you owe us any money (including **Green Deal charges**) and we receive a part-payment (either directly from you or indirectly, like through a debt collector), we'll pay off the **Green Deal**

charges proportionately. That means that the proportion of any part-payment going to **Green Deal charges** will be the same as the **Green Deal charges'** proportion of the total debt.

How we use your information

14.6 We can collect information about you to manage your **Green Deal plan**. That can include, for example, your contact details, your date of birth, information about the energy **supply** at your **property**, and your bills and payments.

We can also get this information from your **Green Deal provider**, or others involved in your plan. We'll use it to do things like bill you, work out the amount we should pay your **Green Deal provider** for you, review or analyse your **Green Deal plan** or identify you to others involved in your plan.

14.7 We can give the information we hold about you to others involved in your **Green Deal plan**, or people like the Secretary of State. These people may also hire others to process your details for them.

15 General terms and conditions

Transferring rights and responsibilities

15.1 You can't transfer any of your rights or responsibilities under this contract to another person without our permission in writing. We can transfer all or any part of this contract to another supplier, but your rights under clause 7 won't be affected.

About the contract

15.2 The laws of England and Wales or Scotland apply to this contract, depending on where your **property** is.

15.3 If you break any part of this contract and we don't respond right away, that doesn't necessarily mean we won't do anything about it later on. For example, if we don't immediately ask you for money that you owe us, it won't stop us from asking for it later on.

15.4 If a court or other authority (like **Ofgem**) tells us a part or clause of this contract isn't valid, the rest of the contract will still apply.

Violence, aggression and abuse

15.5 We won't tolerate violence, physical aggression or verbal or written abuse towards our staff or agents. If it happens, we can take legal action or report it to the police.

16 Extra conditions for Pay As You Go Energy™ customers

If you have a **prepayment meter** installed in your **property**, this contract will end. From the time your **prepayment meter's** installed, we'll treat you as if you've entered a new contract with us as a **Pay As You Go Energy™ customer**.

Below, we've listed the extra terms and conditions for **Pay As You Go Energy™ customers**. This is just for your information. If these extra conditions are inconsistent with the up-to-date **British Gas** standard terms and conditions, the **British Gas** standard terms and conditions will apply.

To check the correct, up-to-date clauses, see **British Gas's** standard terms and conditions on the website at britishgas.co.uk/termsandconditions .

Bills and statements

1 We won't send you bills, but will send you a statement once a year showing how much electricity and gas you've used. We'll also send you a statement if we increase our prices.

Keeping your card, key or token safe

2 You must keep the card, key or token we give you safe. If it gets lost or damaged, you might have to pay the reasonable costs of replacing it.

Keeping your meter topped up

3 You must:

- a. buy enough credit with the card, key or token we gave you to cover any gas and electricity you use, pl any extra charges (like any money you owe us or the charges in clause 2.4); and
 - b. keep your **meter** topped up even when you're not using gas or electricity, so there's enough credit on it to cover any extra charges (like the daily standing charge or any money you owe us).
- Your **meter** also needs to be topped up to receive our electronic updates.

If you don't, you might have to pay the reasonable cost of us (or our agents) visiting your **property** and working on the **meter** or other equipment.

4 You might have to buy a minimum amount of credit each time you top up. If so, we'll write to you beforehand and tell you how much. You can get more information from our website at britishgas.co.uk/ToppingUp or by phoning us on 0800 048 0303.

Getting your unused credit back

5 If you've got any unused credit left on your **prepayment meter**, you can only get a refund when your contract ends (not before). You'll need to tell us you want a refund at least two days before your contract ends. You may also need to take your card, key or token to a PayPoint (or another outlet) to get the credit from your **meter**. We will then process your refund.

If you owe us money, clause 3.7 will apply.

As long as you don't owe us any money, we'll either make the refund to a **British Gas** account at your new address or send you a cheque to any address you like.

If you don't do these things before your contract ends, we'll still take reasonable steps to pay you whatever's left on the **meter**, but we might have to charge you a reasonable amount to cover our administration costs.

Changing from a prepayment meter to a credit meter

6 If you ask us to, you don't owe us any money and you have passed a credit check, we can swap your **prepayment meter** for a credit **meter**,

(in which case we will send you bills for the energy you use). We might ask you to pay a **deposit** first. And we can also ask you to pay the reasonable cost of swapping the **meter**.

Paying us back through your meter

7 If you owe us money, we can agree to let you pay it back by paying more on your **meter** than the cost of the energy you're actually using.

8 If you're paying us back through your **meter**, you must stick to the payment schedule we've agreed. If you don't, we can ask you to pay us the full amount straight away. Or we can ask you to pay us back faster, or pay us in a different way. Whatever we decide to do, we'll let you know before we make any changes.

What happens when the price changes

9 If we change our gas or electricity prices, there might be a short delay before the new prices show up on your **meter** after the price change takes effect. The next time you top up after the prices change, your card, key or token will be updated with the new price. When you put your card, key or token in the **meter**, the new price will show up.