

Standard tariff - Terms and conditions

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Our terms and conditions for supplying you with gas or electricity (or both)

This contract is between us, **British Gas**, and you, our customer for **supplying** you with **Sainsbury's Energy** where you are using it totally or mainly for domestic purposes (to provide gas or electricity or both for the home you live in). **British Gas** is licensed by **Sainsbury's** to use the **Sainsbury's Energy** brand in connection with the supply of gas or electricity (or both).

We may agree extra conditions with you in relation to your supply from time to time. For example, if we agree to fix your prices for a period of time or we agree a promotion or fixed-price offer.

Meaning of words and phrases used in this contract

In this contract, when the following words are shown in bold they have the meanings shown below.

British Gas - **British Gas** Trading Limited whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD (company number 03078711).

deposit - an amount of money you must pay as a security charge for us to **supply** gas or electricity (or both) to you.

gas transporter - the company licensed to deliver gas through pipes to the **property**.

Green Deal - a government scheme for customers to pay for certain energy-efficiency improvements to a **property** through their electricity bills.

Green Deal bill payer - the person responsible for paying the price we charge for the supply of electricity to the **property** where there is a **Green Deal plan**.

Green Deal charges - any amounts that we must include in your electricity bill under a **Green Deal plan** for the **property**.

Green Deal plan - an agreement between you or your landlord (or a previous owner or occupier of the **property**) and a **Green Deal provider** to make energy-efficiency improvements to the **property**.

Green Deal provider - any organisation that is authorised by the Government to offer a **Green Deal plan** and which you or your landlord (or a previous owner or occupier of the **property**) have entered into a **Green Deal plan** with.

licences - the licences that **Ofgem** give us to **supply** gas and electricity.

meter - the meters and equipment for measuring and providing information on the gas and electricity you use.

network operator - the company licensed to deliver electricity and run the electricity distribution network for your area.

Ofgem - the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain.

Pay As You Go Energy™ customers - a customer who has a prepayment **meter** including a **smart meter** working as a prepayment **meter**.

price list - the list of our current prices and charges which you can find on our website at [sainsburysenergy.com](https://www.sainsburysenergy.com).

property - the address we **supply**.

Sainsbury's - Sainsbury's Supermarkets Limited whose registered office is at 33 Holborn, London EC1N 2HT (company number 03261722).

Sainsbury's Energy - gas or electricity (or both) supplied by British Gas using the "Sainsbury's Energy" brand under license from **Sainsbury's**.

smart meter - a **meter** we can use to measure how much gas or electricity (or both) you are using, without having to visit your home. This means you can also see how much gas or electricity you are using.

supply - providing the **property** with a supply of gas or electricity (or both) to be used totally or mainly for domestic purposes.

working day - any day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday.


1 This contract

1.1 You confirm that you own, live in or have responsibility for the property and that it is connected to mains gas or mains electricity (or both).

1.2 Your contract with us will start:

- a. when you and we agree on the phone that we will **supply** you with **Sainsbury's Energy**;

- b. when you sign your contract for **Sainsbury's Energy** in the presence of one of our representatives;
- c. when you fill in the form that we give you and post your acceptance of these terms and conditions for **Sainsbury's Energy** to us; or
- d. for website applications, once you have clicked to agree that you accept these terms and conditions for **Sainsbury's Energy**.

1.3 If we already **supply** the **property** (either as **British Gas** or **Sainsbury's Energy**) and you have not entered into a contract with us in line with clause 1.2, these terms and conditions for **Sainsbury's Energy** will not apply to you. We will instead treat you as if you had agreed to the **British Gas** standard terms and conditions. You can see a copy of the **British Gas** standard terms and conditions at: britishgas.co.uk/termsandconditions 

1.4 If we do not already **supply** the **property**, we will start to do this from the date we tell you which will usually be within 21 days from the day after your right to cancel the contract ends (as explained in clause 1.5 below). It may take longer if we have problems taking over the **supply**. For example, if the following apply.

- a. You ask us to take over your **supply** at a later date.
- b. You tell us that you now do not want us to transfer your **supply**.
- c. Your old supplier prevents us from taking over the **supply**.
- d. After taking reasonable steps, we do not have all the information we need from you to take over the **supply**, or the information we have from you is incorrect, and the information we need is not readily available from any other source.
- e. You are connected to a private gas or electricity network and:
 - A connection has not yet been made to the relevant distribution network; or
 - Your metering has not yet been changed to the arrangement needed to allow us to start supplying you.
- f. After taking all reasonable steps we are prevented from taking over your **supply** for reasons which are beyond our control (for example, if **Ofgem** prevents us from **supplying** your gas or electricity or you do something that prevents us from taking over your **supply**).

1.5 If you have a contract with us (as described in clause 1.2) you have 14 days from the day your contract was made to tell us that you want to cancel it.


2 Our prices and charges

2.1 Our prices for **supplying** gas and electricity are set out in our **price list**. We may have different prices and conditions depending on how you pay for your gas or electricity (or both). We will assess your circumstances (for example, we will look at how likely we think it is for you to be able to pay your bills). We will base our decisions on information that we hold about you or information you or a licensed credit-reference agency give us. Depending on the result of our assessment, we may charge different prices or ask you to pay in a certain way, pay a **deposit**, or use certain meter types (for example, a prepayment **meter**). However, prepayment meters are not available to **Sainsbury's Energy** customers. If you have a prepayment **meter** at your **property**, whether at your choice or because we have used our legal rights to install one, clause 8.7 will apply.

2.2 We base our prices on:

- a. a fixed charge that is applied to your gas and electricity bill daily (known as a 'standing charge') which helps cover our fixed costs (for example, enabling us to supply gas and electricity to your property through distribution and metering services); and
- b. a charge for the amount of gas or electricity we **supply** (known as a 'unit rate'). The amount is worked out in pence per kilowatt hour. (For gas, this is based on its 'calorific value', which is the amount of energy released as heat when the gas is burnt.)

2.3 We may also charge you for our reasonable costs that are not set out in our price list. These may include the following.

- a. Our costs of visiting your **property**, stopping, disconnecting or reconnecting your **supply** if you ask us to, or if the reason for doing this was your fault for example, when there is no problem with your **meter** and you ask us to move it, or if we have to come to your **property** because you have damaged the **meter**.
- b. Our costs of inspecting or working on your **meter** when you ask us to but there is no problem with your **meter**.
- c. Our costs of moving your **meter** to a suitable position unless it was our fault that the original **meter** position was not suitable.
- d. Our costs in trying to get back money you owe us (including our reasonable administration costs and costs that we pay to ask you to pay us the money you owe, for example, trying to contact you to get back money you owe, if we need to visit your **property**, get a warrant allowing us to enter your **property** or install a prepayment **meter** (clause 8.7 will apply if you have a prepayment meter installed). There are more details of the charges in our leaflet 'Lots of Ways to Pay' and on our website at www.britishgas.co.uk/pdf/waytopay.pdf 
- e. Visiting your **property** if we have already offered or tried to contact you by letter, phone, e-mail or fax and you have refused or failed to do what we have asked you to do to meet the terms of this contract.
- f. Where you do not keep an agreed appointment with us or our agents at the **property**.
- g. Where you interfere with your gas or electricity **meter** or steal gas or electricity.
- h. Replacing any card, key or token that you lose or damage.
- i. The reasonable costs that we are charged for processing your credit card payment, if you choose to pay your bill by credit card.
- j. If your **property** has been newly built in a residential development and the developer is charging us for using the gas and electricity network within the development.

2.4 All our prices and other charges are affected by UK tax or duty, if this applies, including VAT at the appropriate rate.


2.5 If we change our prices we may use an estimated **meter** reading on the date the price changes to work out your charges at the old rate up to the date of the price change, and the new prices from the date of the price change.

3 Paying your bill

3.1 We will send you bills or statements based on actual or estimated **meter** readings.

3.2 You agree to pay us for **supplying** gas or electricity (or both) and for other charges which apply under this contract (such as in clause 2.3 and under any extra conditions we have agreed with you from time to time). Any person whose name is on the account is responsible for paying our bills and we may claim any money owed to us under the account from one or all account holders.

3.3 Unless we agree otherwise, you must pay the money you owe in full by the date shown on your bill. If you genuinely think the amount on your bill is not correct, you must still pay any amount that you do not dispute (disagree with).

3.4 If you are finding it difficult to pay, we will try to help you. We can only help you if you contact us to let us know that you are having trouble paying. The different ways you can pay us for your energy are explained in our code of practice 'Lots of Ways to Pay' and on our **British Gas** website at britishgas.co.uk/pdf/waytopay.pdf 

3.5 If you do not pay your bills as you have agreed to under this contract, we can ask you to pay in another way (such as using a prepayment **meter**, in which case clause 8.7 will apply), or we may ask you to pay a **deposit**. If we install a new prepayment **meter**, we may charge you our reasonable costs for this and you may have to pay higher charges for your gas or electricity (or both). Clause 8.7 will apply to you from the time that a prepayment **meter** is installed.

3.6 If you do not pay your bill for gas or electricity (or both) when we remind you, we can start charging you interest at 3% a year above HSBC Bank's current base rate. We can do this from 28 days after we sent the original bill to you.

3.7 If you owe us money under this or any other contract, we can move money between contracts or accounts (including between your **Sainsbury's Energy** and **British Gas** accounts), for example to:

- a. use any money that we owe you or any **deposit** that you have paid to pay off what you owe us; or
- b. move the money that you owe us to another account to pay off your debt.

3.8 Unless you are a **Green Deal bill payer**, in which case clause 15 applies, it will be up to us to decide how we use your payments to pay off your debt. For example, we may use your payments to pay off any costs we have charged you on top of your energy bill, as described in this contract, or we may pay off your oldest bills first.

3.9 You agree to pay any outstanding charges you owe us under any previous contracts with us, or charges you owe your old supplier that are transferred to us, together with any reasonable administration charge that we tell you about.

3.10 If we find out, after you leave us or move to a different energy supplier, that any of the bills we sent you were not accurate (for example, if you did not give us an actual **meter** reading when you ended the contract), we will send you a new bill. If the new bill shows that you owe us money, you must pay this by the due date on the bill. If you genuinely disagree that you owe this money, you must tell us straight away.

3.11 If the new bill we send you (in line with clause 3.10) shows that you have money (credit) left on your account, we may use this to pay off any money you owe us under another contract or account (including between your **Sainsbury's Energy** and **British Gas** accounts). For example, if you have separate contracts with us for electricity and gas and you are moving one of them to a different energy supplier, we will use any money we owe you under that contract to pay off money you owe us under the other contract.

3.12 We will give you back any money that is left over after we have followed the process in clause 3.11. If you do not owe us any money under another contract we will pay you back the whole amount left on your account, unless clause 8.7 applies. This clause will still apply after this contract ends and after we have sent you a final bill.

4 Deposit

4.1 We may, at any time, ask you to pay us a **deposit**. You must pay this by the date we give you. We will give you a reasonable time to pay us. We will not ask for a **deposit** if we install a prepayment **meter** at the **property**. However, if we install a prepayment **meter** clause 8.7 will apply.

5 Meters and access to the property

5.1 We may ask you for a **meter** reading before we start to **supply** your gas or electricity (or both) under this contract. If you do not give us a **meter** reading, you agree to allow us (or one of our agents) to take one. We may ask you to pay our reasonable charges for doing so, but we will tell you about this beforehand. If you do not give us a **meter** reading and we are not able to take one, we will estimate your **meter** reading when we start to **supply** your gas or electricity (or both).

5.2 To help make sure your bills are accurate, you must give us **meter** readings at least twice a year. If you give us a **meter** reading we will take all reasonable steps to reflect this in your next bill or statement. However, if we do not think your **meter** reading is reasonably accurate, we will contact you to get a new **meter** reading.

5.3 You agree to us making any necessary arrangements on your behalf to provide a **meter** and metering equipment at the **property**, unless you tell us that you will provide a different approved **meter**.

5.4 We are not responsible for any faults in a **meter** or other fitting (including the **meter** box) that you provide, as described in clause 5.3.

5.5 You must take reasonable care to make sure that the **meter** is not damaged or interfered with. If you do not, you will have to pay our or our agents' reasonable costs for visiting the **property** and for any work that we or they carry out in relation to the **meter** or other equipment.

5.6 If there is any damage, a fault or other problem with the **meter**, or if you think it has been tampered with, you must tell us straight away.

5.7 You agree to give us, our agents, the **gas transporter** and the **network operator** (whichever apply) safe access to your **property** and the **meter** in the following circumstances.

- a. At all reasonable times for any reason that relates to your gas or electricity **supply** or the **meter**, metering equipment, pipes or wires, including reading, inspecting, repairing, swapping, testing, installing, isolating or removing a **meter** or changing the settings on a prepayment **meter**, or stopping your **supply**.
- b. At all reasonable times after this contract ends if we want to collect any **meter** or other equipment that belongs to us.
- c. At all reasonable times to inspect or test (or both) a **meter** or connection that we do not own or provide. You will pay our reasonable costs for doing this.

- d. At any time in an emergency or if we need to visit for any other reason and we can do this legally.

5.8 You must make sure that your **meter** is in a safe and suitable position to allow us or our agents to read the **meter**. If it is not, we can ask you to move the **meter** to a suitable position. We may charge you for the costs of moving the **meter** to a suitable position unless it was our fault that the original **meter** position was not suitable.

6 About your supply

6.1 We can refuse to **supply** you under this contract or we can stop your **supply** or tell you to stop using your **supply** if any of the following apply.

- a. The supplier you want to leave prevents us from **supplying** your gas or electricity (or both).
- b. We, the **gas transporter**, the **network operator** or another supplier has stopped your **supply**, and we do not have to reconnect or continue your **supply** under the terms of our **licences** (for example if you have interfered with your **meter**).
- c. It is not reasonable for us to continue to **supply** you in all circumstances. This can include where you do not pay our bills when we have sent you several reminders. If we are already **supplying** the **property**, we will give you at least seven **working days'** notice before we stop your **supply**.
- d. There is an emergency.
- e. Something we have no control over prevents us from **supplying** you (although we will take reasonable steps to **supply** or continue to **supply** you).
- f. We are told to stop **supplying** you by **Ofgem**, the **gas transporter** or the **network operator**, or we can legally stop **supplying** you under any energy legislation (including our **licences** or any other agreements, authorisations and codes or procedures that relate to us **supplying** gas or electricity).
- g. We are not happy with the way your **meter** is set up. This includes when:
 - we or our agents have not provided the **meter**; or
 - we or our agents cannot read the **meter** and if, having carried out appropriate checks (such as inspecting your **meter**), it appears to us more likely than not that the metering equipment has been tampered with (although if, for example, it is the first time that this has happened, we may at our discretion install a prepayment **meter** instead, in which case clause 8.7 will apply)..
- h. You have refused to pay a **deposit** we asked for or you have refused to have a prepayment **meter** installed.
- i. When we asked, you did not give us satisfactory proof of your identity and of all of your previous addresses for the last three years.

6.2 We will only stop your **supply** under clause 6.1 if we are legally allowed to do so.

7 Changes to this contract

7.1 We can change the terms of this contract (including price and payment methods) at any time (unless we have agreed otherwise with you). We will put the changes on our website at [sainsburysenergy.com](https://www.sainsburysenergy.com). We will let you know in writing if we make a change. If you are not happy with the change, you can end this contract as set out in clause 8.1b.

7.2 If we raise your prices or make a change to this contract that puts you at a disadvantage, we will let you know in writing at least 30 days before the change happens. The price rise or change will not affect you as long as:

- a. (i) you arrange for another supplier to supply your gas and electricity and we receive notice of this from your new supplier within 20 working days of the day that the price rise or change takes effect and your new supplier starts to supply your gas and electricity within a reasonable time after we receive the notice from your new supplier; and (ii) within 30 **working days** of us telling you that we may stop you switching to another supplier (in line with our rights under clause 8.2), you have paid any money that you owe us under this contract; or
- b. you end your current contract with us and you enter into a new contract with us within 20 **working days** of the day that the price rise or change takes effect.

7.3 We can change the names or **property** on your account with your permission (for example if you move house and want us to continue to **supply** you at your new property or if a new person becomes jointly responsible with you under this contract).

7.4 In addition to our rights to make changes to your contract in clauses 7.1 and 7.2, we may from time to time agree certain changes to your contract with you, either because you request them or we do.

- a. If we want to agree any changes with you we will let you know what those changes are.
- b. If the change is to raise your prices or make a change to your contract that puts you at a disadvantage we will write to you to tell you what that change is before it is to take effect.
- c. Any of the above changes to your contract will only take effect if you confirm to us that you agree to them. If we do not hear from you within a reasonable time of us telling you about a proposed change then the change will not take effect.
- d. We will write to you to confirm any change to your contract as soon as possible after we have agreed it with you.

8 Ending this contract

8.1 You can end this contract for gas or electricity (or both) as follows.

- a. If you are moving house and you do not want us to continue to **supply** gas or electricity at your new property (as described in clause 7.3) you must give us at least two days' notice before you move. If you do this your contract will end on the date you move out of the **property** (unless you still own the **property** and no one else has taken over responsibility for it). If you do not do this, this contract will continue until:

- two **working days** after you tell us; or
 - another owner or occupier receives gas or electricity at the **property**; whichever happens first.
- b. In all other circumstances (except where clause 7.2 applies), you can end this contract at any time as long as:
- you have paid us all the money you owe us and have started receiving gas or electricity from another supplier; or
 - we cut your gas or electricity off because you no longer need it.

8.2 You must pay for all gas and electricity you use until the end of your contract and for any other charges you owe us, as described in this contract. If you do not pay any amount that you owe us we can, under the terms of our **licences**, stop you switching to another supplier.

8.3 If we try, in line with clause 8.2, to stop you from switching your **supply** to another company, we will write to you as soon as we can to explain why you cannot switch, how you can disagree with our reasons and what we can do to deal with the problem. We will also offer you advice (or give you information on how and where you can get advice) about energy efficiency and how to manage your debts. We will also let you know about any other contracts we offer which you may prefer to your current terms.

8.4 We may also ask you for a **meter** reading when you end this contract. If you do not give us an accurate **meter** reading at that time, you may have to pay the difference between the **meter** reading on which we based the final bill or the final estimated bill and the next **meter** reading.

8.5 We can end this contract immediately if:

- a. you break any term or condition of this contract and we think this is serious (for example, if you tamper with your **meter**);
- b. we no longer have the relevant **licences** to **supply** your **property**; or
- c. **Ofgem** tells another supplier to **supply** your gas or electricity.

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

8.7 Prepayment meters are not available to **Sainsbury's Energy** customers. If you have a prepayment **meter** at your **property**, whether at your choice or because we have used our legal rights to install one, this contract will end and we will treat you as if you have entered into a new contract with **British Gas** as a **Pay As You Go Energy™ customer** from the time that your prepayment meter is installed. We will tell you if this happens. In those circumstances we will continue to **supply** you but under your new **British Gas** contract. Some specific **British Gas** provisions which apply to **Pay As You Go Energy™ customers** are set out in the appendix to this contract for your information.

8.8 If we are no longer permitted to **supply** you using the **Sainsbury's Energy** brand, this contract will end and we will treat you as if you have entered into a new contract with **British Gas**. We will tell you if this happens. In those circumstances we will continue to **supply** you but under your new **British Gas** contract.

8.9 You can see a copy of the **British Gas** standard terms and conditions at: britishgas.co.uk/termsandconditions 

8.10 If this contract ends for any reason, neither of us will lose any rights we already have (for example to claim any money that is owed at the end of the contract). But, if you have any money (credit) left on your account after we have told you the final amount that you owe, or if we cannot tell

you the final amount because you have not given us a forwarding address, we do not have to pay you this money back as long as:

- a. we have already made a reasonable effort to pay you the money and 12 months has passed since we told you of the final amount we owed you; or
- b. we cannot send the money we owe to you because you have not given us a forwarding address and 12 months has passed since the contract ended.

9 Our responsibility for loss or damage

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

9.2 If you suffer any loss or damage, our responsibility to you will be limited to £1million 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 £1 million in total for these events.

9.3 We will not, under any circumstances, be responsible for:

- a. any financial loss or damage, for example loss of profit, income, business, contract or goodwill; or
- b. any loss which, when we made this contract with you, we would not reasonably have expected would happen even if we, our employees, subcontractors or agents did not follow these terms and conditions.

9.4 If the **gas transporter** or the **network operator** causes you any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from the **gas transporter** or the **network operator** (or both) on your behalf.


9.5 Each individual subclause in this clause 9 applies separately. If a court or other authority tells us we cannot rely on a certain subclause, the other subclauses will still apply.

10 Using personal information

We are committed to protecting your privacy. This section explains how we use the information we collect about you, including sensitive information, when you buy a product or related services from us. We will tell you if we significantly change the information we ask for or the way we use it.

10.1 We, **Sainsbury's** and our agents may use your information to do the following.

- a. Provide you with the services you have asked us for (which may include loyalty and incentive schemes we may run from time to time).
- b. Offer you accounts, services and products, from us or our partners, from time to time. To help us make these offers we may use an automated scoring system, which also uses information from credit-reference agencies as well as other companies.
- c. Help run, and contact you about improving the way we run any accounts, services and products we provide now, have provided before, or will provide in the future.

- d. Create statistics, test computer systems, analyse customer information (for example, energy usage or other information collected by devices provided by us), create profiles and create marketing opportunities (including using information about what you buy from us and how you pay for it. For example, the amount of gas you use and any discounts we have offered you).
- e. Help prevent and detect debt, fraud and loss.
- f. Help us protect your and your households' health, safety and security.
- g. Help train our staff.
- h. Contact you in any way (including by e-mail, phone, text message or other forms of electronic communications, such as through your **smart meter** or by visiting you) about products and services we and our selected partners are offering.
- i. If you have a **smart meter**, we may use your information as described in this clause 10. Clause 14 provides more details on how we use information collected by **smart meters**. You may also find our Smart Meter Customer Charter useful. This is on the **British Gas** website at britishgas.co.uk/pdf/SmartMeter_Customer_Charter.pdf .
- j. If you are a **Green Deal bill payer**, we may use your information as described in this clause 10. Clause 15 provides more details.

10.2 We may also monitor and record any communications we have with you, including phone conversations and e-mails, to make sure we are providing a good service and meeting our regulatory and legal responsibilities.

10.3 When we contact you, we may use any information we hold about you to do so. We and **Sainsbury's** may contact you by e-mail, phone, text message or other forms of electronic communications (such as using **smart meters**) or by visiting you. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information (your recorded marketing preferences). You can ask us not to send you any information on our offers at any time by contacting us and giving us your account details.

10.4 We may allow other people and organisations (including other Centrica Group companies such as those using the British Gas, Scottish Gas and Dyno Group brands, and **Sainsbury's**) to use information we hold about you:

- a. to provide services you have asked for, which may include providing information to members of your family or household, anyone acting on your behalf or other people who may be interested (such as landlords or letting agents);
- b. as part of the process of selling one or more of our businesses;
- c. to help to prevent and detect debt, fraud, or loss (for example by giving this information to a credit-reference agency), as described in more detail in clause 10.8 below;
- d. if you have not paid a debt and we transfer that debt to another organisation;
- e. if we have been asked (for example by **Ofgem** or a lawyer) to provide information for legal or regulatory purposes;
- f. as part of current or future legal action;
- g. as part of government data-sharing initiatives (for example, those designed to help stop fuel poverty, where people cannot afford to pay for heating and electricity);
- h. to help manage any loyalty or rewards schemes;

- i. if you hold an insurance policy with us, to pass information to an insurer to manage your insurance policy (including underwriting and claims, to help develop new services and to assess financial and insurance risk); or
- j. if you are a Green Deal bill payer. See clause 15 for more details.

Some other people or organisations that we share your information with may be based outside the European Economic Area (EEA), so your information may be transferred to countries that do not have the same standards or protection for personal information as the UK. However, how we collect, store and use your personal information will continue to be governed by this clause 10.

10.5 If we suspect someone has committed fraud or stolen energy by tampering with the **meter** or diverting the energy **supply**, we will record these details on your account record and may share this information with **Ofgem** and other people who are interested (such as other energy suppliers, landlords and housing associations). We may use this information to make decisions about you, your character, how likely we think you are able to pay for your gas or electricity (or both) and future energy services. This may include recording sensitive personal information such as criminal offences you have been accused of. Also, if the gas or electricity **supply** to your **property** has previously been tampered with, or if gas or electricity has been stolen, or we suspect it has been stolen, we may take this into account when we decide what products or services we can offer you and the terms and conditions we give you.

10.6 You agree that we can ask your previous supplier for information that will allow us to take over your **supply**, such as information about **meter** readings and equipment or charges you owe your previous supplier. You agree that we can provide information we hold about you (such as information about **meter** readings, equipment or money you owe us) to your new supplier so they can begin **supplying** your gas and electricity.

10.7 If we believe that you (or a member of your household) need extra care (for example, because of your age, health, disability or financial circumstances), we may record this in the information we hold about you. We will use this information so that we do not stop your **supply**. We may share your information:


- a. with social services, charities, health-care and other support organisations, if we believe at any time that they may be able to help you, or the other members of your household, by making sure there is a gas or electricity **supply** to your home;
- b. with other energy suppliers if we believe you are considering changing supplier (we assess which customers need extra care and record and share this information in line with the Energy Retail Association 'safety net procedures'); and
- c. with the relevant **gas transporter**, metering agents or **network operator**.

10.8 We will check your details with one or more credit-reference and fraud-prevention agencies to help us decide whether there is a risk that you may not pay your bills and also to help us make decisions about the goods and services we can offer you. Below, we have given a brief guide to how we, credit-reference agencies and fraud-prevention agencies will use your information. If you would like more information about this, you can find the full version at [sainsburyenergy.com](https://www.sainsburyenergy.com) or call us on **0800 316 0316** and we will send you a leaflet.

- a. We will search at credit-reference and fraud-prevention agencies for information about you and all the people you are applying with. If you are providing information about other people on a joint application, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and we suspect fraud, we will pass your details to credit-reference and fraud-prevention agencies. Law-

enforcement agencies (such as the police and HM Revenue & Customs) may receive and use this information.

- b. We and other organisations may also see and use information about you that credit-reference and fraud-prevention agencies give us 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 proposals and claims for all types of insurance; and
 - check details of employees and people applying for jobs with us.
- c. When credit-reference agencies receive a search from us, they will record this on your credit file whether your application is successful or not.
- d. We will send information on your account to credit-reference agencies and they will record it. If you have an account with us, we will give details of it and how you manage it to credit-reference agencies. If you have an account and do not repay money you owe in full or on time, credit-reference agencies will record this debt. They may give this 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 has been closed, you have paid the debt or action has been taken against you to recover the debt.
- e. We and other organisations may see and use information from other countries that is recorded by fraud-prevention agencies.
- f. If you want to see what information credit-reference and fraud-prevention agencies hold about you, you can contact the following agencies in the UK. The information they hold may not be the same, so it is worth contacting them all. They will 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 


10.9 If you give us information on behalf of someone else, you confirm you have given them the information set out in this document, and that they have given permission for us to use their personal information in the way we have described in clause 10. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this document.

10.10 You are entitled to have a copy of the information we hold on you, and to have any inaccurate information corrected. We may charge you a small fee for providing a copy of any information we hold about you. For more information about this, please contact our Privacy Unit at:

Lakeside West
30 The Causeway
Staines
TW18 3BY.

Or, you can e-mail CentricaDataProtection@Centrica.com.

11 Information about the services we provide and our complaints procedure

11.1 We guarantee certain standards relating to appointments we make with you and metering problems you may have. You can find details of these guaranteed standards and what we will pay you if we do not meet them in our leaflet 'Look at how we're doing'. This leaflet also gives details of the services and compensation that you are entitled to from the companies that maintain your pipes and cables. The leaflet is on our **British Gas** website at britishgas.co.uk/pdf/look_how_we_are_doing.pdf .

11.2 If we make a mistake and do not bill you for energy within 12 months of you using it, you will not have to pay for that energy. You can find more details in the Code of Practice for Accurate Bills. This is on our **British Gas** website at britishgas.co.uk/pdf/Accurate-Bills-Sept-Version-5.pdf .

11.3 If you are unhappy with our service and want to make a complaint, you can follow our complaints procedure. This is on our website at sainsburyenergy.com/complaints

11.4 If you do not have access to the internet and would like copies of any of the leaflets we have mentioned, call us on **0800 316 0316**.

12 National Terms of Connection

12.1 If we **supply** you with electricity under this contract, you are also entering into a standard connection agreement for your electricity with your local electricity **network operator** (as described in clause 12.2, where 'your supplier' means us). There is no similar agreement for 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 home 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: **0207 706 5137**
Website: www.connectionterms.co.uk 

13 Extra conditions if you have a smart meter

Your new **smart meter** and the display unit are an upgrade to your existing **meter**. By accepting this display unit and new **smart meter**, you agree to the following extra terms and conditions.

13.1 We or our agents own the **smart meter** and display unit at all times.

13.2 The display unit is linked with your **smart meter**, so it will not work with another **meter**. If you move house, you must leave the display unit in the **property**.

13.3 You agree that we may use the **smart meter** to manage your gas and electricity **supply** without needing to visit your home. This includes reading the **meter**, monitoring the energy you use, repairing and updating the **smart meter**, switching the **smart meter** from a credit to prepayment **meter** (in which case clause 8.7 would apply) and disconnecting your **supply** (in the circumstances set out in this contract).

13.4 We will send you bills based on the **meter** readings from your new **smart meter**. In some circumstances (for example, if a **smart meter** has failed, the **supply** has failed or due to events outside our control), we may still have to estimate some of your bills.

13.5 The information displayed on the display unit will, as far as possible, reflect the cost of the gas and electricity (or both), not including VAT, as you use it. However it will not always exactly match your bill. This is because the information on the display unit may not reflect other discounts (such as dual-fuel discounts), or charges we add to your bill (such as our costs where you do not keep an agreed appointment with us or our agents at the **property**).

13.6 We can use the information from the **smart meter** so that we can send you a bill for the purposes of a government-approved trial that you have agreed to take part in and for the other purposes set out in clause 10. We will not use information from the **smart meter** to contact you about products or services that we or our partners offer unless you have given us permission to do so and have also agreed to us collecting readings from your **smart meter** every half an hour. You will let us collect this information while we **supply** your electricity or gas (or both).

13.7 The information we collect from your **smart meter** will include daily **meter** readings. If you would prefer us to collect only one **meter** reading each month you can ask for this by writing to us or phoning us on **0800 316 0316**. We will not collect readings from your **smart meter** more frequently than once a day (for example, every half an hour) unless;

- a. you have given us your permission to do so; or
- b. the Secretary of State has given us permission to do so for the purposes of an approved trial that you have agreed to take part in.

We will also collect information about how your smart meter is working, including whether it has any faults, whether it has been interfered with and other details which help us run our business.

13.8 You must take reasonable care to make sure you do not damage or interfere with the display unit. If you do not, you will have to pay our or our agents' reasonable costs for visiting your **property** and for any work that we or they carry out to the display unit or other equipment.

13.9 You must tell us straight away if:

- a. there is any damage, a fault or other problem with the **smart meter** or display unit, or if you think they have been tampered with; or
- b. there are any changes to the **smart meter** or the display unit which may stop us from getting information from the **smart meter** (for example, if you carry out building work and you have had to put the **smart meter** in a box or somewhere it will be difficult for us to get to).

You can do this by contacting our Smart Meter Team on **0800 316 0316**.

14 Extra conditions if you are a Green Deal bill payer

14.1 If you or your landlord (if you are a tenant) enter into a **Green Deal plan** for the **property**, or a previous owner or occupier entered into a **Green Deal plan** for the **property**, the following terms will apply to you.

- a. You agree to pay us the **Green Deal charges**. We will send these payments to your **Green Deal provider**. If you are a **Pay As You Go Energy™ customer** we will collect your payments for **Green Deal charges** through your prepayment meter.
- b. You must pay the **Green Deal charges** for the time that we supply you with electricity at the **property** (whether or not you have entered into a contract with us). If you were a **Green Deal bill payer** before we started to **supply** electricity at the **property** we will collect **Green Deal charges** from you only from the time we started to **supply** the **property**.
- c. If you do not pay the **Green Deal charges**, we will have the same rights under these terms and conditions that we would have if you owed us any other money under these terms and conditions.
- d. If you owe any overdue amount (including **Green Deal charges**), and we receive a part payment (whether directly from you or from a third party, for example a debt collector), we will apply that part payment proportionately between the charges and the **Green Deal charges**.
- e. We may collect information about you (for example your contact details, your date of birth, information about the energy **supply** at the **property** and your bills and payments). We may also collect this information from others involved in your **Green Deal plan** (for example, your **Green Deal provider**). We will use the information to manage your **Green Deal plan**. For example, we will use the information to identify you to others involved in your **Green Deal plan**, to bill you, to allow us to work out the amount we should pay a **Green Deal provider** on your behalf, or to review or analyse your **Green Deal plan**.

- f. We may give information we hold about you to others involved in your **Green Deal plan** or to other people such as the Secretary of State. These people may also use 'data processors' who will receive your information for them.

15 General terms and conditions

15.1 You cannot transfer any of your rights or responsibilities under this contract to another person without our written permission. We can transfer all or any part of this contract to another supplier, but your rights under clause 7 will not be affected.

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

15.3 If, at any time, you do not keep to any part of this contract and we do not respond, this does not mean that we will not take action in the future. For example, if we don't immediately take action to ask you for money that you owe us, this will not stop us from doing so in the future.

15.4 If a court or other authority (such as **Ofgem**) tells us a part of this contract is not valid, the rest of the contract will not be affected.

15.5 We will not tolerate violence, physical aggression or verbal or written abuse towards our staff and may take legal action and/ or refer any such behaviour to the police.

Appendix - Information about conditions for Pay As You Go Energy™ customers

If you have a prepayment meter installed at your **property** this contract will end and we will treat you as if you have entered into a new contract with **British Gas** as a **Pay As You Go Energy™** customer from the time that your prepayment **meter** is installed at your property. We have set out the provisions of the current **British Gas** standard terms and conditions specifically relating to **Pay As You Go Energy™** customers below. This section has been included for information only and if there is any contradiction between the clauses set out below and the **British Gas** standard terms and conditions, the provisions of the **British Gas** standard terms and conditions will be treated as the correct version.

Conditions if you are a Pay As You Go Energy™ customer

- a. We will not send you bills but we will send you a statement once a year showing how much electricity and/or gas you have used. We will also send you a statement if we increase our (**British Gas**) prices.
- b. You must keep the card, key or token we give you safe and undamaged. If you do not, you may have to pay our reasonable costs (or those of our agents) for replacing the card, key or token.
- c. You must:
 - a. buy enough credit with the card, key or token that we gave you to cover any gas or electricity (or both) you use, plus any extra charges that we are recovering through the **meter** (for example if you owe us money or extra charges that apply as described in clause 2.3); and

- b. keep your **meter** topped up, even when you are not using gas or electricity, to make sure there is enough credit on the **meter** to cover any charges that we will continue to recover through your **meter** (for example the daily standing charge or money you owe us) and to allow the **meter** to be updated by our electronic messages.

If you do not, you may have to pay our reasonable costs (or those of our agents) for visiting the **property** and any work that we or they carry out in relation to the **meter** or other equipment.

d. You may have to buy a minimum amount of credit each time you top up. We will tell you the minimum amount in writing beforehand. You can also get details of the minimum credit by visiting our website at

britishgas.co.uk/HelpAndAdvice/LookUp/?SXI=11,CASE=1154 or by phoning us on **0800 0480303**.

- e. We do not have to repay you any credit on your **meter** during the time that you have a prepayment **meter**. When your contract with us for **supply** through a prepayment **meter** is ending, if you have any credit on your **meter** that you want us to refund to you, you must tell us at least two days before your contract ends. We will send an electronic message to the **meter** to refund the credit to you. You may need to take further action (for example, going to a PayPoint outlet) so that the electronic message can reach your **meter**. If you do not take these steps before your contract ends we will take reasonable steps to repay the amount left on the **meter** but we may charge you our reasonable administration costs for doing so.
- f. We can swap prepayment **meters** for credit **meters** if you ask us (and if you have repaid any money that you owe us). We may ask you for a **deposit** or something similar before we will swap the **meter**. We may also ask you to pay our reasonable costs for swapping the **meter**.
- g. If you owe us money we may agree that you will pay it back by paying more on your prepayment **meter** than is needed to pay for the gas and electricity you use.
- h. If you are paying money you owe us through your prepayment **meter**, you must make the payments as we have agreed to make sure you pay back the money you owe. If you do not, we may ask you to pay us the total amount you owe straight away. Or, we may increase the rate at which you are paying the money you owe us or agree another payment method with you. We will tell you if we change your payment rate.
- i. If we change our gas or electricity prices, there may be a short delay before we apply the change to your **meter**. The new prices will be available within a reasonable time and then applied to your key or card next time you top it up. Your **meter** will then be updated with the new price, which will apply as soon as you insert your updated key or card into the **meter**.

Nectar Reward Scheme

Sainsbury's Energy Terms and Conditions

Introduction

- a. The Nectar rewards scheme (Nectar Scheme) is operated by a company called Loyalty Management UK Limited (Nectar). Members of the Nectar Scheme (Collectors) can collect points (Nectar Points) for products and services that they purchase from the companies which participate in

the Nectar Scheme. Collectors can redeem Nectar Points for various rewards from certain sponsors of the Nectar Scheme.

- b. The main rules which apply to Collectors (**Nectar Rules**) are set by Nectar and you can see these at www.nectar.com The Nectar Rules contain important information relating to the collection and redemption of Nectar Points, your participation in the Nectar Scheme and the use of information which Nectar collect about you or which relates to your participation in the Nectar Scheme.
- c. We, British Gas, are a sponsor of the Nectar Scheme. This document describes the way in which Collectors can collect and redeem Nectar Points with us through Sainsbury's Energy and the terms and conditions which apply between us and you as a Collector. Sainsbury's Energy is a trading name used under licence by British Gas Trading Limited (company number 03078711) whose registered office is at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD.
- d. By collecting and/or redeeming Nectar Points with us, you accept these terms and conditions. We may need to update these terms and conditions from time to time or change the way that you can collect or redeem Nectar Points with us. If we make any changes, we will post these to our website: sainsburysenergy.com/nectar If the changes we have made are particularly important, we may also notify you in writing by email or post. If you continue to collect and/or redeem Nectar Points with us after we have made changes, we will treat you as having accepted the changes we have made.

Registration Process

- a. In order to collect and redeem Nectar Points from us, you must first have an account with Nectar (Nectar Account). You can find details of this at www.nectar.com Once you have a Nectar Account, you will need to link your Nectar Account to your accounts with us.
 - b. You can link your Nectar Account to your accounts with us by providing your Nectar card number to our in-store field agent during your product purchase or by contacting us on 0800 077 4320* to speak to one of our operators. It may also be possible to link your Nectar Account to your accounts with us in other ways. If this is possible we will post details on sainsburysenergy.com/nectar and we may also notify you in other ways, for example by email or post.
 - c. You must provide us with the information we need to be able to link your Nectar Account to your accounts with us. We will not be responsible if the information you have provided is incomplete or inaccurate and you cannot collect or redeem Nectar Points with us or if we do not allocate Nectar Points to you as a result.
 - d. Once your Nectar Account has been successfully linked to your accounts with us, you will start to receive regular information about how to collect and redeem Nectar Points with us. The first thing we will send you will be an initial mailing with important information about collecting and redeeming Nectar Points with us and also details of current Nectar Point offers.
 - e. If your Nectar Account is not linked to your accounts with us when you purchase a product or service which qualifies for Nectar Points (for example if you do not have a Nectar Account, you do not know your Nectar account details at the point of purchase or if there is a problem with the information you have provided), we will store the Nectar Points relating to that purchase for up to 3 months. If your Nectar Account is linked to your accounts with us within those 3 months, we will credit the stored Nectar Points to your Nectar Account. If your Nectar Account is not linked to your accounts with us within

those 3 months, you will no longer be entitled to claim any Nectar Points that we had stored for you.

Eligibility for Points

- a. To be entitled to collect or redeem Nectar Points with us, you must be a consumer and you must have at least one qualifying product with us. You can see a list of qualifying products at sainsburysenergy.com/nectar (Qualifying Products). We may update the list of Qualifying Products from time to time. Customers of British Gas Business are not currently eligible to collect or redeem Nectar Points with us in relation to the products or services they purchase from us for their business.
- b. Even if you are a consumer and have a Qualifying Product, you will not be able to collect or redeem Nectar Points with us if:
 - a. you owe us money for that Qualifying Product and the amount has been outstanding for more than 42 days; or
 - b. you have not complied with the terms and conditions for that Qualifying Product.
 - c. There may also be circumstances when we may either:
 - a. refuse to create a link between your Nectar Account and your accounts with us;
 - b. cancel a link that has already been created;
 - c. refuse to allocate Nectar Points to you; or
 - d. stop you from redeeming Nectar Points with us.

We will not do any of these things without a good reason to do so, for example if you have not complied with these terms and conditions or the Nectar Rules or if Nectar have asked us to act in this way.

Collection of Points

- a. We will allocate Nectar Points to Qualifying Products at the rates specified at sainsburysenergy.com/nectar We may update the amount of Nectar Points allocated to Qualifying Products from time to time.
- b. You may be able to earn Nectar Points for certain Qualifying Products based on the amount of time that you have held the Qualifying Product, for example if you have held the Qualifying Product for more than one year. Where this is the case, details will be set out at sainsburysenergy.com/nectar In these circumstances, the Nectar Points will be awarded to you after you have held the Qualifying Product for the period of time specified.
- c. We may also offer Nectar Points as an annual customer bonus for each full year (12 consecutive months) from the date you first link your Nectar Account to your accounts with us. To be eligible to receive an annual customer bonus you will need to have held at least one Qualifying Product for the whole of that year.
- d. In addition to issuing Nectar Points for Qualifying Products, we may also offer promotions where Nectar Points may be awarded for additional products, services or activities or where Nectar Points may be awarded at an increased rate (e.g. double Nectar Points promotions). When these types of offers are available, details will be set

out on sainsburysenergy.com/nectar We may also tell you directly by email, post or other convenient means. We may also advertise the availability of these offers.

- e. If you think that there has been a mistake in the number of Nectar Points that we have allocated to you, you should notify us as soon as possible by calling 0800 316 0 316. If we agree that a mistake has occurred, we will arrange for the mistake to be corrected. We will act fairly in determining whether a mistake has occurred but our decision in the matter will be final.

Redemption of Points

- a. You may be able to redeem your Nectar Points in exchange for various rewards from us (the 'Rewards'). When Rewards are available, we will publish details on sainsburysenergy.com/nectar together with any terms and conditions specific to those Rewards.
- b. All Rewards are subject to availability. Should any Reward become unavailable for any reason, we reserve the right to withdraw that Reward immediately. Where it is possible for us to do so, if we withdraw a Reward we may replace it with an alternative Reward of similar value.
- c. We may refuse a request to redeem Nectar Points if we believe that:
 - a. you have not complied with any of these terms and conditions or any terms and conditions applicable to the desired Reward;
 - b. you have not complied with the Nectar Rules; or
 - c. there has been an abuse or attempted abuse of the Nectar Scheme.

We may also refuse a request to redeem Nectar Points where Nectar ask us to.

- d. Once you have redeemed Nectar Points they cannot be used again. If you cancel, reverse or do not complete a transaction on which you were going to redeem Nectar Points with us and we have already received those Nectar Points from you, we will arrange for those Nectar Points to be credited back into your Nectar Account.
- e. Nectar Points have no cash value and no cash alternative will be given for any Rewards.

Suspension/Termination; Closure of the Scheme

If you want to cancel the link between your Nectar Account and your account(s) with us you should tell us. You may do so at any time by calling 0800 316 0 316 or by writing to us at Sainsbury's Energy Nectar Team, PO BOX 490, MANCHESTER M16 6BY.

- a. We may immediately suspend or cancel the link between your Nectar Account and your account(s) with us and/or withdraw or cancel any Points allocated to you if:
 - a. you are not complying with these terms and conditions or the Nectar Rules or you are abusing the Nectar Scheme;
 - b. you are no longer eligible to collect and redeem Nectar Points with us as described in clauses 10 and 11;
 - c. you supply false or misleading information to us or to Nectar;

- d. you are abusive or offensive to any member of our staff;
or
- e. you no longer have an active Nectar Account.

We will tell you if we decide to do this.

- b. If we suspend the link between your Nectar Account and your accounts with us, you will not be entitled to collect or redeem Points with us for the duration of that suspension.
- c. We reserve the right immediately to suspend or cease to issue Points and/or to supply Rewards if it becomes unlawful for us to do so, if the Scheme is suspended or terminated, if our right to issue Points or supply Rewards is suspended or terminated for any reason or if Nectar ceases to trade. In such circumstances, we will post a notice on sainsburyenergy.com/nectar as soon as reasonably possible.

Use of Personal Information

- a. Details of how we will use your personal information can be found in our Privacy Policy at britishgas.co.uk/privacy or your Sainsbury's Energy customer Terms and Conditions. If you have already given us your Sainsbury's Energy marketing preferences, these will be recorded on your Sainsbury's Energy account and we will continue to contact you according to your existing Sainsbury's Energy marketing preference (including by mail, email, phone, text or multimedia message or other forms of electronic communications (such as a message through your smart meter) or by visiting you) about other non-Nectar Scheme related promotions, products and services that we and our selected partners are offering.
- b. In order for you to make the most of Sainsbury's Energy participating in the Nectar Scheme, we or our agents will provide you with information about promotions, products and services and third party products and services against which you can collect and redeem Nectar Points. Where we contact you, we or our agents may provide information and marketing materials by mail, email, phone, text or multimedia message or other forms of electronic communications (such as via smart meters). You agree that we or our agents may provide this information to you notwithstanding your existing Sainsbury's Energy marketing preference. If you do not wish to receive such information relating to the Nectar Scheme from us or our agents, you should notify us by writing to FREEPOST BGNT, PO BOX 490, MANCHESTER M16 6BY.

General

- a. Our only responsibilities to you in relation to the Nectar Scheme are set out in these terms and conditions. We will only be liable to you if you suffer a loss because we have not complied with these terms and conditions. If we have not complied, we will credit to your Nectar Account any Nectar Points which should have been credited to you but were not or which have been wrongly deducted from you. We will not accept any further obligations or liability to you unless we are required by law to do so.
- b. These terms and conditions will prevail in the event of any conflict or inconsistency with any other terms or communications, including advertising or promotional materials.
- c. These terms and conditions and any non-contractual matters arising in relation to them are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

* Phone lines open Monday to Friday between 8am and 8pm and on Saturdays from 8am to 6pm.
We're closed on Sundays and Bank Holidays.