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Domestic gas supply - terms and conditions

Introduction

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

Start date

These terms apply from the date on which you ask us (by phone, email, online or in writing) to arrange to supply you with gas. Once you do this we will complete your supply transfer within 21 days unless you either ask us to cancel the transfer or to complete it later, or your existing supplier objects to the transfer.

If we supply you with gas without you asking us to - for example, you move into and use gas at a property for which we are already the gas supplier, or we are instructed to do so by Ofgem (the gas and electricity regulator) - these terms apply from the date from which we advise you that we are or will be supplying you with gas.

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

Termination

You can bring your gas supply from us to an end at any time by transferring to a different gas supplier, provided that your payments for the gas that we have supplied to you are up to date, or by arranging for your gas supply to be cut off if it is no longer needed.

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

If your tariff has an exit fee and you end your supply before the end date, the exit fee will be added to your account balance.

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

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

Limitation of liability

Our liability to you in the event of any failure by us to provide you with a gas supply in accordance with these terms is limited to direct losses and to the amount that you have paid to us in the last 12 months, except if we offer you a higher figure, the Ombudsman awards you a higher figure or where we are not legally allowed to limit our liability to you.

Fixed term contracts

If you choose a tariff for your gas supply that has a fixed price and term, we will not change the price of your gas during that term, unless you fail to comply with the tariff's payment terms or there is a change in the relevant rate of VAT. We will not extend the fixed term except with your written agreement, for a period no longer than the original fixed term and after sending you a timely renewal offer with details of the proposed new tariff and any alternatives. If your fixed term tariff expires without you accepting a new one and you continue to be supplied by us we will automatically move you onto the cheapest open-ended variable price tariff that we have available and for which you are eligible. Details of this will also be included in your renewal offer.

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Meter readings and meters

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

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

Your gas meter is owned by the local gas network operator or a meter services provider. We rent it from them and arrange for its maintenance when necessary.

You must allow us (and our authorised agents) access to the meter at any reasonable time and, in an emergency, at any time.

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

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

Cutting off your gas

We have the right to cut off your gas if we reasonably believe that you have interfered with the pipework, meter or other equipment that deliver and measure your gas. We may also consider doing so if you owe us money and provision of a prepayment meter is appropriate but is not reasonable, not possible or is unlikely to be effective. We will also consider doing so if it is unreasonable in all the circumstances for us to continue to supply you.

We have the right to require you to restrict or stop your use of gas in an emergency, and we may cut off your supply in an emergency or if required to do so by law.

Quality and reliability of your gas supply

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

Payments

Timely payments for your gas are a fundamental aspect of compliance with these terms. Regular payments are due at the agreed time and payments under variable billing arrangements are due on receipt of the relevant bill.

Reminders will be issued where payments are not received on time. Unexplained or persistent late payment will be treated as a breach of these terms, but a genuine error, promptly rectified, will not. In the event of a genuine dispute about the value of a bill, we will endeavour to resolve the dispute as quickly as possible and the undisputed part must be paid.

If more than one person is named as the customer on your gas account you are each responsible for complying with these terms and the payments due under them. We may require any of you to make the payments due and it is your responsibility to resolve any issue among you.

Security deposits

We may require a security deposit prior to agreeing to provide you with a gas supply, or following a period during which payments have not been received on time. If we notify you that a security deposit is required, amounts deposited will be included in your gas account balance and the notified amount of the deposit will form a minimum acceptable level for your balance.

Credit checks

We may use credit reference and fraud prevention agencies to help us make decisions. We may conduct a credit check on you before agreeing to supply you with gas, or if we believe that you are in breach of these terms. You accept that:

- we may use your information to search at credit reference and fraud prevention agencies for information about you. If you give us false or inaccurate information and we identify fraud, details may be passed to credit reference and fraud prevention agencies;
- we may use the information provided to us by credit reference and fraud prevention agencies to help make credit or credit related decisions about you, to verify your identity, for the prevention and detection of fraud and/or money

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laundering, and to manage your gas account. If your account has a debit balance and you do not make payments that you owe us, we may trace your whereabouts and recover debts;

- credit reference agencies who receive a search request from us will place a search “footprint” on your credit file whether or not we agree to supply you with gas;
- information which we provide to credit reference and fraud prevention agencies may be supplied by credit reference agencies to other organisations and used by them to perform similar checks, and that organisations may access and use from other countries the information recorded by fraud prevention agencies;
- your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

Additional charges if you breach these terms

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

Changes to your payment method if your direct debit fails

If you choose a tariff involving payment by direct debit you must provide and maintain a valid direct debit mandate. If your mandate is cancelled or your payment collections fail, we will ask you to resolve the issues and catch up with any missing payments. If you do not do so within two weeks of our request we will move you onto our cheapest tariff for payment on receipt of bill and which does not involve payment by direct debit, with effect from the expiry of the two week period. This may involve an increase in your gas charges, and the loss of the opportunity to spread your gas costs by making regular payments.

Contacting each other

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

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

Changes to our terms

We may change our gas prices or make changes to these terms from time to time.

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

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

Jurisdiction and interpretation

These terms are governed by, and shall be interpreted in accordance with, the laws of England, and any dispute relating to them is subject to the jurisdiction of the courts of England. If a court finds that any provision of these terms is invalid or unenforceable the remaining provisions shall continue in effect so far as is consistent with that finding. A delay by us in applying, or a failure to apply, any provisions of these terms is not a waiver of them and shall not prevent us from applying them at other times.

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