



We (British Gas Evolve) care about privacy and we protect your personal data. We recommend that you read our Privacy Notices, to understand how we collect and use your personal data and your data protection rights. Our Privacy Notices do not form part of the contract between you and us. You can find our Privacy Notices at britishgasevolve.co.uk/privacy.

Gas and Electricity supply terms and conditions

We'll show the latest version of these terms and conditions on our website at britishgasevolve.co.uk/terms.

Our company information and contact details

British Gas Evolve is a trading name of British Gas Trading Limited (registered in England and Wales No. 03078711). Registered at: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD.

For help, information and to contact us go to britishgasevolve.co.uk/contact-us.

If you need these terms and conditions in a different format or you're interested in joining the priority services register contact us at britishgasevolve.co.uk/contact-us.

What the words in these terms and conditions mean

Direction: A Last Resort Supply Direction given by **Ofgem** to an energy supplier that requires the supplier to take over the **supply** of specified properties.

Gas transporter and Network operator: the companies that pipe gas to your **property** or deliver and run the electricity distribution network.

Meter: the meter or meters (where you have both gas and electricity), and the equipment that goes with them for measuring the amount of gas and electricity you use.

Ofgem: regulates the energy market in Great Britain and provides licences to us to **supply** gas and electricity.

Payment card arrangement: an arrangement where a customer pays an agreed fixed amount fortnightly or monthly using a British Gas payment card.

Prepayment: where you pay for your electricity or gas in advance, by topping up your **meter**.

Property: the building or space we **supply** gas or electricity to.

Supply and supplying: the gas or electricity (or both) 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 the bank holidays for the country your **property** is in (England, Wales or Scotland).

Your contract

1. These are our terms and conditions for **supplying** mains gas or mains electricity (or both) to your **property**. They form part of the contract between you and us, together with any prices and extra conditions for certain products or services (for example, if you want us to fix your prices for a time).
2. Your responsibility for this contract begins when you agree that we'll **supply** you with gas or electricity (or both), or when you move into your **property** – whichever comes first. For landlords, it starts when you become responsible for your **property** or your tenants move out.

3. If there's more than one person in this contract, we regard each of you as a customer. That means you're responsible for all contract obligations together or individually. This means we can claim all money owed from just one person.
4. If you move out of your **property** or if your contact details change, you agree to tell us beforehand. We'll then provide you with statements and – if applicable – give you a refund once we have your **meter** readings. **Prepayment** customers may also need to give us the balance on the **meter**. Once we and you agree, we can update who becomes responsible for your **property**.

Your supply

5. If we already **supply** your **property**, we'll continue doing so. Otherwise, we'll usually start **supplying** you within 21 days from the day we begin the process of taking over your **supply**. We'll tell you when your **supply** will start.
6. Your switch to us may be delayed if:
 - You ask us not to **supply** your **property** or want us to delay taking over the **supply**;
 - Your previous supplier stops us from taking over the **supply**;
 - We don't get the right information from you and we can't easily find it;
 - We can't **supply** you due to your metering arrangement or the network your **property** is connected to; or
 - Something beyond our control happens and we've done everything reasonable to try and **supply** you.

Our prices for supply

7. Our prices for **supplying** gas and electricity are on our website at britishgasevolve.co.uk. They include a standing charge for each day and a unit rate in pence per kilowatt hour for the gas or electricity you use. We add VAT to all our charges at the appropriate rate. For gas, we convert the amount you use into kilowatt hours using its calorific value (the energy released when gas burns).
8. Our prices and conditions depend on how you pay. If you stop paying for your gas and electricity or don't keep up with the payment obligations, your prices may increase. We may also change your payment method, such as switching you from Direct Debit to **prepayment**. You'll get at least seven **working days'** notice before we change how you pay. If you no longer want to use **prepayment** and want to switch or exchange the **meter** (and you've passed a credit check and don't owe us money), just let us know.

How you agree to pay

9. You agree to pay us for **supplying** gas or electricity (or both) to your **property**, and for any other reasonable charges that apply under your contract and in any extra conditions we've agreed with you. You agree to pay us any money you owe from previous contracts with us and any money you owe your previous supplier for charges that are transferred to us.
10. You agree to provide us with **meter** readings (at least twice a year) or allow us to read the **meter** if we can't get readings remotely. We'll try to ensure your next bill or statement takes account of a **meter** reading you give us, if we think it's valid or we may ask you for another one. If we don't have a valid **meter** reading, we'll use an estimate.
11. If we provide you with a bill, you agree to pay all the money you owe us by the date on your bill, unless we've agreed something else. Bills can be based on actual or estimated **meter** readings.

12. If you are a **prepayment** customer, you agree to buy enough credit with the card, key or token we provide you to keep the **meter** topped up frequently (even if you're not using it) to cover any energy you use, standing charges, any extra money you owe us and to receive electronic updates from us. You may have to buy a minimum amount of credit each time you top up. We'll let you know if there is a minimum amount.
13. If we don't apply charges to a **meter** at your **property** or bill you for energy within 12 months of you using it, you won't have to pay for that energy unless we've already tried to recover those charges, or you've acted unreasonably. For example, if you don't provide a **meter** reading when we ask, you deliberately prevent us from reading a **meter** or the **meter's** been tampered with.

Other charges

14. Our other reasonable charges (where applicable include VAT at the appropriate rate), which we'll inform you of at the time include:
 - Visiting your **property** to repair, move, install or exchange a **meter** or display unit, or to disconnect or reconnect your **supply**. If we're legally required to move a **meter** to a convenient position, we won't charge you. Charges may also apply if:
 - We carry out work or move a **meter** that isn't faulty, or we didn't provide you with the **meter**.
 - The **meter** or display unit has been damaged or interfered with, in an attempt to steal gas or electricity.
 - We can't gain safe access due to an obstruction which isn't then removed.
 - You ask us to change to a different **meter** or to install a **meter** which is different to the type of **meter** we usually fit.
 - You haven't kept to the terms of your contract. For example:
 - You don't pay us.
 - You miss an agreed appointment.
 - We must visit your **property** because you've failed to do what we've asked.
 - You don't keep the **meter** topped up.
 - We apply for a warrant to enter your **property**, change the **meter** to **prepayment** or disconnect your **supply**.

These charges are set out in our leaflet "Lots of Ways to Pay" and can be found at britishgas.co.uk/info.

- Replacing cards, keys or tokens that are lost or damaged, or providing you with printed copies of documents.
- Additional costs we must pay due to the metering arrangement or the network your **property** is connected to, and for using the electricity and gas network. And any charges we are required to pass to you by regulation or law.
- If your bills are not paid after we remind you, we can start charging you interest. The interest will be applied daily at a rate of 3% more than HSBC's base annual rate. We can charge you interest 28 days after we provide you with your unpaid bill.

When we can ask you to pay a deposit

15. We can ask you to pay a deposit whenever that's reasonable (for example, you don't pass our credit checks, you haven't paid your bills, or you ask us to stop paying by **prepayment**). We'll give you a reasonable time to pay a deposit, but you agree to pay by the date we provide.

What happens if your charges or bills are wrong

16. If we think we've charged you the wrong amount (or you think we have), we'll investigate. If that's the case, we'll provide you with a new bill or correct your charges as soon as we can. You still agree to pay the amount you don't disagree with. If the new bill shows that you owe us money, you agree to pay by the date shown on the bill. If you don't think you owe this money, you need to tell us straight away.

Providing a meter and equipment

17. You agree to let us use each **meter** to **supply** your gas and electricity, including remotely. The **meter** and any display unit provided with the **meter** belong to us (or our agents) unless you have provided your own **meter**. The display unit will only work with the **meter** in your **property**, so you must leave it behind if you move home. The display unit shows you the cost of the gas and electricity but not VAT, discounts or additional charges, so it might not match your bill.
18. If you provide your own **meter** at your **property**, it must be approved by the National Measurement Office. You're responsible for any faults or damage in your **meter** and related equipment, such as the **meter** box.
19. You must not damage or interfere with a **meter** or the display unit. You must tell us straight away if:
- A **meter** or display unit gets damaged, there is a fault, or they stop working properly.
 - You think a **meter** or display unit has been tampered with.
 - Anything happens to the **meter** or **meter** equipment that might prevent us from being able to read the **meter** (if you're having building work done and you move or put the **meter** or metering equipment in a box, for example).

Access to the meter

20. You agree that physical or remote access to each **meter** or any metering equipment in your **property** won't be obstructed. You also agree to give us (and our agents, the **gas transporter** and the network operator) safe access to the **meter**, equipment, pipes, wires and display unit, and to let us into your **property**:
- In an emergency, at any time.
 - At all reasonable times, if we can legally. This includes access to the **meter** to work on it, to switch between payment methods, disconnect the **supply** or to remove a **meter**, display unit or any other related equipment.

What happens if you owe us money

21. If you don't pay us money you owe (even if it's from a different contract with us or for a different **property**), we and our agents will contact you to recover the money. You agree we can:
- Change how often we provide your bills.
 - Use a deposit that you've paid us or ask you for one.
 - Ask you to use a different payment method, for example **prepayment**.
 - If you pay by **prepayment**, add what you owe us to the **meter** at your **property**, which you pay back by adding extra credit when you top up.
 - Use money you've paid us under another contract or account, even if that account is for a different **property**.
 - Use money that we owe you (for example any credit balance you have with us).
 - Sell your debt to a third party.

We'll decide how your payments or credits will pay off what you owe. For example, we could pay off your oldest bills first or pay off any other costs you owe us. Or, if you have separate electricity and gas accounts, we can use any overpayment on one account to pay some or all your debt on the other account.

22. If you're paying us back, you must stick to the payment schedule we've agreed. Otherwise, we'll let you know if you need to pay the full amount straight away, pay us back faster or pay in a different way.
23. If you're a **prepayment** customer and are paying back money you owe us in instalments or are paying us through a **payment card arrangement**, we'll do everything we reasonably can to establish your ability to pay. We'll take this into account when calculating the instalment amounts you need to pay. As part of this process, we'll consider any relevant information provided by third parties. If you're a **prepayment** customer, we'll also take into account the total amount you owe us.
24. Any action we take or charges we apply trying to get back money you owe us will be proportionate to what you owe. However this won't stop us blocking you from switching to another supplier, as described in clause **Error! Reference source not found.**, if you owe us money. This applies even if we lose our licence to **supply**.
25. If we don't meet our obligations under clauses 23 or 27, we won't charge you fees for trying to get back the money you owe us.
26. Clauses 23, 24 and 25 apply even if we lose our licence to **supply**.

If you're finding it difficult to pay

27. We offer a number of services to customers who are finding it difficult to pay.
 - We offer the following payment options. (Some of these aren't available to everyone and customers may need to meet certain conditions to qualify).
 - Paying an agreed fixed amount fortnightly or monthly using a British Gas payment card (**a payment card arrangement**).
 - Paying through a prepayment meter.
 - Arranging for a customer to pay for their energy directly from their government benefits (if they get them). If a customer stops receiving benefits, we can look at one of the other payment solutions above.
 - We can give customers information about how they might be able to save money by using energy more efficiently.
28. If we don't do this, we won't charge you fees for trying to get back the money you owe us.
29. Clauses 27 and 28 apply even if we lose our licence to **supply**.

What happens if we owe you money

30. If we owe you money on this account (i.e. you've a credit balance), you can use this to pay off a debt on another **supply** account you've with us. This applies even if we lose our licence to **supply**. You'll need to tell us if you want to do this, as it won't happen automatically.
31. If you don't owe us any money once your contract ends, we agree to pay you what we owe you or return any unused credit left on your **prepayment meter**. You agree to give us your details (your name, bank account, forwarding address) so we can do that. **Prepayment** customers may also need to provide the balance on the **meter** and **meter** readings.

When we can change your contract

32. We can change the terms of your contract at any time, including prices and payment methods, unless we've agreed with you that we won't. If we make a change to your contract and that change puts you at a disadvantage (including if we increase your prices), we'll let you know at least 30 days beforehand. The change won't affect you if you:
 - End your current contract with us and start a new one with us no later than 20 **working days** after the change, or

- Arrange to switch supplier no later than 20 **working days** after the change, and the switch is completed in a reasonable time. If you owe us money for **supplying** gas or electricity, we'll tell you if we've stopped you switching. If you pay within 30 **working days** of us contacting you, the change to your contract won't affect you. If you don't pay, you agree to accept the change.
33. The above does not apply if your prices increase because you've changed the way you pay, we've changed the way you pay (because you stopped paying us or stopped keeping to your payment arrangements) or we've agreed with you that your prices will change.
34. If we change our gas or electricity prices, we'll either read the **meter** remotely or estimate your **meter** reading on the date the price changes. If you pay by **prepayment**, the new price will only be applied to the **meter** when you next top up and use your card, key or token with the **meter**.
35. If you're unhappy with any of the changes to your contract, you can end it as explained in these terms and conditions.

If we agree contract changes with you

36. It could be you or us who asks for changes to your contract. If we ask you to agree to proposed changes to your contract, we won't make the changes if you don't agree to them. If you and we agree any changes, we'll confirm what they are and when they apply.

If we take over your supply following a last resort supply direction

37. This clause applies if we take over your **supply** because of a **direction** made by **Ofgem**. We'll honour any credit balance on your account immediately before the **supply** passed to us, where we have agreed to do this with **Ofgem** before the **direction** was made.

How you can end your contract

38. You have the right to cancel this contract up to 14 days from the day after your contract was agreed. We can't stop you from switching and we are not allowed to charge you termination fees during the 14 days.
39. You can end your contract at any time. You don't have to tell us if you are switching to a new supplier. If we **supply** energy to your **property** and you cancel your contract with us, we'll continue to **supply** you and you agree to pay our charges until you switch to a different supplier or agree a new contract with us.
40. We'll do everything we reasonably can to send you your final bill within six weeks of your contract ending or you switching to a different supplier. If you're a **prepayment** customer, we'll send a final statement instead of a final bill.
41. If we find out your final bill or final statement was wrong after we've sent it to you, we'll send you a new one as soon as we can.
42. Clauses 40 and 41 will apply even if we lose our licence to **supply**.

When we can stop you switching to a new supplier

43. If you don't pay us for the gas and electricity you've used, we can stop you switching to another supplier (unless you're a **prepayment** customer and your new supplier agrees to take on your debt). If we stop you from switching, we'll let you know and explain what you can do if you disagree with the reasons for our decision.

Moving Home

44. If you're moving home and want us to **supply** you there, tell us beforehand so we can change the **property** your contract applies to. This may change your prices (because the costs to **supply** energy are different across Great Britain).
45. If you don't want us to **supply** your new **property**, tell us at least two **working days** before you move, and your contract will end on the date you move out. This doesn't apply if you are still responsible for your **property** on the date you move out and no one else has taken over responsibility. For example, you are a landlord and don't have a new tenant in your **property**. When you leave the **property**, we'll need your **meter** readings. If you're a **prepayment** customer, we'll also need the balance on the **meter** so we can calculate if you're due a refund.
46. If you don't tell us you're moving, your contract will end on the earlier of the following:
- the end of the second **working day** after you tell us you've moved or are no longer responsible for the **property**; or
 - the date someone else moves into or takes responsibility for the **property**.
47. If you move out of (or into) a **property** we **supply**, please give us your **meter** readings. If you're a **prepayment** customer, please also give us the balance on the **meter**. If we don't get an accurate **meter** reading, you might have to pay the difference between the reading you gave us (or the one we estimated) and the next **meter** reading.

Reasons for not supplying you with gas and electricity

48. We can refuse to **supply** you, stop your **supply**, or tell you to stop using it if:
- Your previous supplier prevents you from switching.
 - Your **supply** has been stopped either by us, the **gas transporter**, the **network operator**, another supplier or by **Ofgem**. We can legally stop **supplying** you and don't have to reconnect or continue to **supply** you if, for example, the **meter** has been interfered with.
 - We're not satisfied with the **meter** set up at your **property** – because we can't read it, or the **meter** or metering equipment has been tampered with.
 - It isn't reasonable for us to **supply** you. For example, despite reminders your bills are unpaid. If we're already **supplying** your **property**, we'll give you at least seven **working days'** notice before we stop the **supply**.
 - You've refused to pay a deposit or pay by **prepayment**, or to give us satisfactory proof of your identity and previous addresses.
 - There's an emergency.
 - 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**.

When we can end your contract

49. We can end your contract in any circumstances by giving you no more than 28 days' notice, or immediately if:
- You break any of your contract's terms or conditions and we think it's serious.
 - We lose our licence to **supply**.
 - **Ofgem** tells another company to **supply** your gas or electricity (or both).

Our responsibilities to you

50. We accept responsibility if we act in a fraudulent way. We also accept responsibility if we, or anyone acting on our behalf, kills or injures somebody, or causes death or injury because we or they have been negligent.
51. We won't, under any circumstances, be responsible for:
- Any financial loss or damage, such as loss of profit, income, business, contracts or goodwill.

- Any loss which we or you would not have reasonably expected when we made this contract with you. That applies even if we, or anyone acting on our behalf, didn't follow these terms and conditions.
52. If you suffer any loss or damage because of our failure to comply with the contract, 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.
53. We promise to meet certain standards, unless we can't because something outside our reasonable control happens. You'll find details of the service and compensation you're entitled to from us or the **gas transporters** and **network operators** at britishgasevolve.co.uk/performance-standards. If the **gas transporters** and **network operators** cause you loss or damage, we'll only be responsible to you for the amount we recover from them, on your behalf.
54. If you're unhappy with our service, you can make a complaint. To see our complaints process, go to britishgasevolve.co.uk/contact-us. If you've followed our process and your complaint has not been resolved after eight weeks, or we've provided you our final response and you're not satisfied you can refer your complaint to the Ombudsman Services Energy for free at ombudsman-services.org/energy.

National Terms of Electricity Connection

55. We are acting on behalf of your **network operator** to make a legal 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 happens when you enter into the contract and it affects your legal rights. 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, go to connectionterms.co.uk or call 0207 7065137.

General

56. We won't tolerate discrimination, violence, aggression or abuse towards our staff or agents. If that happens, we may ask you to contact us in different ways, take legal action and, if appropriate, report it to the police.
57. You can't transfer any of your rights or responsibilities under your contract to another person without our agreement. We can transfer all or any part of your contract to another supplier. We'll tell you and you can cancel your contract or switch supplier if you don't agree to the transfer.
58. If the contract ends for any reason, you and we will not lose any rights you or we already have (for example, to claim any money that is owed at the end of the contract).
59. If you don't keep to the terms or conditions of your contract and we don't respond right away, that doesn't necessarily mean we won't do anything about it later.
60. Each individual clause and subclause of your contract applies separately. If a court or other authority tells us we can't rely on a certain clause or subclause, the other clauses and subclauses will still apply.
61. The laws of England and Wales or Scotland apply to your contract, depending on where your **property** is.

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British Gas Evolve is a trading name of British Gas Trading Limited (registered in England and Wales No. 03078711). Registered at: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD.