



Terms and Conditions

We have numbered this agreement to make it easier to refer to individual points.

1. Definitions

- 1.1 Services means providing gas or electricity (or both) to your home.
- 1.2 Home means the address you want your energy supplied to.

2. Length of this agreement

- 2.1 This is an agreement between you and us to supply services. By entering into this agreement you confirm that you live in or have responsibility for the address and that it is connected to mains gas or electricity (or both).
- 2.2 This agreement will begin when:
 - 2.2.1 you agree over the phone, that you want us to supply the service to you;
 - 2.2.2 you sign an agreement with one of our representatives;
 - 2.2.3 you fill in an application for us to supply services to you, and return it to us by post; or
 - 2.2.4 you have confirmed, on our website, that you accept these terms and conditions.
- 2.3 If you have not entered into an agreement for us to supply the services, but we already supply the property, we will treat you as if you have agreed to these terms and conditions. We will do so from the time:
 - 2.3.1 you move into the property;
 - 2.3.2 your tenants move out of the property (if you own the property, or have responsibility for it); or
 - 2.3.3 you have or take responsibility for the property and begin receiving the services.
- 2.4 If you decide you do not want to enter into this agreement, you can cancel it at any time in the first seven days.

3. Changing supplier

- 3.1 We may ask you for a meter reading before we begin supplying the services. If you do not, or cannot, give us a meter reading, you agree to allow us or one of our contractors to come to your property and get a meter reading. If you do not give us a meter reading and we cannot get one, we will estimate your meter reading when we begin supplying the services.
- 3.2 Unless we agree otherwise with you, we will begin supplying the services to the address as soon as possible. We will let you know when this date will be. There may be reasons why this date will change. These can be if:
 - 3.2.1 your old supplier prevents us from supplying services to the address;

- 3.2.2 Ofgem (the organisation responsible for regulating gas and electricity companies) prevent us from supplying the services; or
- 3.2.3 we cannot supply the services for some other reason.
- 3.3 If there is a delay in supplying the services, we will let you know the reason for the delay and the date when you can expect your supply to begin.
- 3.4 If you have entered into a long-term agreement with another supplier, and you end this agreement before its end date, you may have to pay cancellation fees. You will be responsible for paying any fees or charges in relation to agreements you had with your previous supplier.
- 3.5 If you owe money to a previous supplier, they may ask us to collect it on their behalf. If this happens, they will give us the details of what you still owe and we will add it to your account with us.

4. Prices

- 4.1 Our prices for supplying the services and other charges which apply under this agreement are set out in our price list. You can find this on our website or you can ask us to send you a copy.
- 4.2 If you have a fixed or capped tariff, we will send you details of the rates, and the length of time the rates will apply for.
- 4.3 Your energy bill is based on the amount of gas and electricity we supply, plus a standing charge.
 - 4.3.1 We work out the amount we supply in kilowatt hours.
 - 4.3.2 The standing charge covers the cost of supplying the services to your address. This covers part of the cost of the pipes and power lines that distribute the services across the country.
- 4.4 We may also charge you for any reasonable costs we have to pay if you fail to meet the terms and conditions of this agreement. This may include:
 - 4.4.1 if we need to stop your supply of the services or reconnect you;
 - 4.4.2 if we need to visit the property, if we have unsuccessfully tried to contact you by letter, fax, phone or email;
 - 4.4.3 if you fail to keep an agreed appointment with us or our agents at the property without contacting us to rearrange it;
 - 4.4.4 if we need to recover money you owe us; or
 - 4.4.5 if we need to repair or replace a meter or other equipment that has been interfered with.
- 4.5 We will add VAT to all of our charges at the appropriate rate.
- 4.6 If we change our prices, we will estimate readings to work out your gas or electricity bills (or both). Or, you can give us a meter reading if you do not want us to estimate it.
- 4.7 If you are a dual-fuel customer (we supply both your gas and electricity), but agree to another supplier providing some services, we may change the price for the fuel we continue to supply to you. This may be a higher price than we charge for dual-fuel customers. We will let you know what the new price will be within 10 working days of you telling us you are changing supplier.

5. Billing and payment

- 5.1 You agree to pay us by direct debit in advance each month for the services under your agreement.
- 5.2 We will send you a regular statement showing what you have used. We will set the amount of the direct debit based on the energy we expect you to use. We will

regularly review the amount of your direct debit and you can ask us to review it at any time.

- 5.3 In certain circumstances, we may ask you to pay a security deposit. This may be at the start of the agreement, or later if you do not pay the bills we send you in line with this agreement. If you do not provide this security deposit when we ask, we may stop supplying the services to your address.
- 5.4 Your bill will be based on estimated or actual meter readings. We may ask you to give us meter readings to help us provide more accurate bills.
- 5.5 You agree to pay us for the services we supply to you and for other charges which we apply under the terms of this agreement. Whoever's name the account is in will be responsible for paying our bills.
- 5.6 If you think the amount on your bill or your statement is wrong, you agree to pay the part of the bill that you do not disagree with.
- 5.7 You are responsible for making sure you can pay your bills or direct debit on time. If you fail to pay a bill or direct debit, we may charge a fee to cover our costs of applying for the payment again. If you continue to miss a payment, we will send you a reminder, by letter, or email or we will phone you.
- 5.8 If you do not pay your bill when it is due, we can charge you interest at 4% above the Co-operative Bank's standard rate. This will apply from the due date until the date you make the payment.
- 5.9 If you are having trouble paying your bill, you agree to contact us immediately to discuss ways to save money and your payment options.
- 5.10 If you do not pay your bill, we can either:
 - 5.10.1 install a prepayment meter;
 - 5.10.2 ask you to pay a security deposit; or
 - 5.10.3 charge a penalty fee of £25 for each missed payment.
- 5.11 You agree to pay us any charges you owe your previous supplier if they transfer those charges to us.

6. Changes to the agreement

- 6.1 We may occasionally change the terms of this agreement by writing to you. We will try to give you 10 working days' notice of these changes.
- 6.2 If we raise our prices or change this agreement in any way that puts you at a disadvantage, we will let you know immediately. The price rises will not affect your bill if you:
 - 6.2.1 let us know that you want to end this agreement within 10 working days of receiving the notice about the price rise; or
 - 6.2.2 arrange for another supplier to provide your services and we receive notice of this from your new supplier within 15 working days of the day you give us notice that you want to end your agreement.
- 6.3 If you give us permission, we can change the address on the agreement, for example if you move home.
- 6.4 You can add a name to the agreement if, for example, another person becomes jointly responsible for paying for services.

7. Ending or suspending services

- 7.1 If you do not pay your bills in line with condition 5 above, we may suspend your energy supply until you have paid all amounts you owe us. In this case, we can ask you to pay:
 - a security deposit before we reconnect the services supply; and
 - our costs for suspending and reconnecting your supply.

- 7.2 We can end this agreement immediately if:
 - 7.2.1 you fail to meet your responsibilities under this agreement;
 - 7.2.2 we no longer hold a relevant licence for supplying your property; or
 - 7.2.3 Ofgem appoint another supplier to provide services to your address.
- 7.3 We can end this agreement at any time by giving you 30 days' notice.

8. Cancellation

- 8.1 If you have chosen a fixed-rate or capped tariff, you will be paying for the services up front. We may ask you to pay a cancellation fee if you end this agreement before the fixed-rate period ends. This fee is currently £30 for each fuel but may change. If we supply the services and you want to end the agreement early, the cancellation fee will be £60 for both fuels and £30 for one type of fuel.
- 8.2 If you move address but we continue to supply the new property, you will not be charged a cancellation fee.
- 8.3 If you want to cancel your agreement because you are moving, you must give us at least two working days' notice. If you do not give us this notice, the agreement will still be valid until:
 - 8.3.1 two days after the date you told us you are moving; or
 - 8.3.2 the new owner or tenant receives the services at the property.
- 8.4 In other circumstances, you must give us 28 days' notice. We will then end this agreement as long as you have paid us everything you owe us and:
 - 8.4.1 you have started receiving the services from another supplier; or
 - 8.4.2 we have cut off your services because you no longer need them.
- 8.5 We may ask you to provide a meter reading at the end of this agreement. If you do not, you will have to pay the difference between the estimate we base your final bill on and the actual meter reading we take.

9. What we are responsible for

- 9.1 We or any person we choose will not, under any circumstances, be responsible for:
 - 9.1.1 any loss of income, business or profits, information, use of services or loss or damage; or
 - 9.1.2 any losses which arise from events that we could not reasonably expect at the time you entered into this agreement.
- 9.2 If you suffer any loss or damage, we will not pay more to you than £10,000 for each event that causes you a loss. If there are a number of connected events that cause you loss, we will not pay you more than £10,000 in total.
- 9.3 If you suffer any loss or damage caused by the gas transporter or the network operator, we will only be responsible to you for the amount we are entitled to recover from them on your behalf.

10. Using personal information

- 10.1 We will only hold and use information about you for legitimate business purposes. These may include to:
 - 10.1.1 confirm your identity when you contact us;
 - 10.1.2 offer you new services or products from Ovo Group companies;
 - 10.1.3 ask you to help us improve our service by filling in customer surveys or questionnaires;
 - 10.1.4 analyse our customers' behaviour so we can match our services to what our customers want; and
 - 10.1.5 help prevent fraud or loss.
- 10.2 We may share information we hold about you with other organisations to:

- 10.2.1 help prevent fraud;
- 10.2.2 keep to any legal or regulatory instructions;
- 10.2.3 supply services you have asked for;
- 10.2.4 transfer information if we sell our business; and
- 10.2.5 recover debts if you do not pay what you owe, and we feel that we have done everything else possible to get you to pay. In some circumstances, we may transfer your debt to another organisation and give them the details about you and the debt.
- 10.3 We may record or monitor any conversations we have with you. We may use this information to develop better policies for customer service and to train our staff.
- 10.4 We may contact your previous supplier for information. This may be about your meter or energy usage. This information can help us estimate your energy bills more accurately.
- 10.5 If we believe you may need extra care, for example, because of your age, health or disability, we may record this information and use it to make sure we provide the best service possible. We may share this information with:
 - 10.5.1 charities, social services and support organisations, if we believe you cannot make sure your property continues to be supplied with the services;
 - 10.5.2 other suppliers, if we believe you are considering changing supplier; and
 - 10.5.3 the gas transporter or network operator.
- 10.6 We may check your details with one or more credit-checking agencies. If we do this, we will ask your permission before we carry out a credit check.
- 10.7 You agree that we may transfer any outstanding charges, credit and information in connection with your services from a previous supplier to us or from us to a new supplier.

11. Access to your property

- 11.1 You agree to allow your network operators, gas transporter or other people we have chosen, full access to your home at all reasonable times (and at any time in an emergency).
- 11.2 We may need access to:
 - 11.2.1 install, remove or service equipment;
 - 11.2.2 read, inspect or carry out work on your meter;
 - 11.2.3 disconnect your energy supply; or
 - 11.2.4 deal with a gas or electrical emergency.

12. Meters

- 12.1 You have the right to have your own meter installed, either by buying it or hiring it. You also have the right to have that meter read. If you choose to do this, we must be able to support the meter and read the meter. We will not be responsible for repairing or maintaining any meter that we have not installed.
- 12.2 We will make sure one of our agents reads your meter at least once every two years. If we do not have an actual or a customer reading, we will use an estimate based on previous use, or average energy use in similar properties.
- 12.3 You should take all reasonable steps to make sure your meter is not damaged or interfered with. You may be asked to pay any reasonable costs if we or our agents have to visit the property to repair or replace a meter and we find that it was your fault.

13. Emergencies and safety

- 13.1 You should let us know immediately about any suspected gas leak or about damage to your meter. The contact number in emergencies is 0800 111 999.
- 13.2 You should let your local electricity distributor know if you are aware of any matter or incident that may:
 - 13.2.1 cause a danger or which needs urgent attention if it is to do with supplying electricity; or
 - 13.2.2 risk the continued operation of the electricity distribution network, for example, a fallen power line.
- 13.3 You must not use the services we supply for any purpose which is likely to risk the health or safety of any person or risk damage or interrupt the gas supply of any other property.
- 13.4 If there are safety reasons, we may need to restrict the supply of services.

14. National Terms of Connection

- 14.1 If we supply you with electricity under this agreement, you are also entering into a standard connection agreement for your electricity with your local electricity network operator (as described in clause 14b 14.2 below). There is no similar agreement for gas.
- 14.2 We are 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 agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties for 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

15. Other conditions which apply

- 15.1 We may transfer any of our rights (including the right to recover unpaid charges) and responsibilities under your contract, or pay another organisation to carry out any of our responsibilities under the contract, without your permission.
- 15.2 Your rights and duties under this contract apply to you. You cannot transfer this contract to another person without our written permission.
- 15.3 We may have stopped restricted or suspended the supply of services to your premises as a result of an Act of Parliament or any regulation or direction made under it. While that law, regulation or direction is in force, you must not use these services, in line with our instructions.
- 15.4 You agree to any change we have to make to the terms of your contract as a result of a change in a licence or an order or decision made by the relevant authority.

- 15.5 All the conditions of this contract will apply unless we have specifically said otherwise in writing.
- 15.6 If you have to give us notice under this contract, you must do so by faxing or emailing it to the address or addresses shown on this contract or on your last bill.
- 15.7 If we have to give you notice under this contract, we must do so at the address we have for you. If you move, you must give us details of the address you want us to send notices to.
- 15.8 We will assume any notice sent by post has been received two working days after it was sent. Notices delivered by hand will apply immediately when they are delivered.
- 15.9 These terms and conditions, the pricing information and any other documents we have referred to form the whole contract between you and us.
- 15.10 If we carry out our responsibilities under our energy supply licences or any other relevant laws, it will not break any of the conditions of this contract.
- 15.11 Nothing in this contract will affect our rights or powers under our energy supply licences or other relevant laws.
- 15.12 If we are not able to enforce any condition of the contract, it will not affect the rest of the contract.
- 15.13 This contract will be governed by the laws of England. If there is any dispute, it will be dealt with by the courts of England.