



# Electricity and gas supply contract

Unique ref no. 0 0 0 0 0 0

Ryan Thomson  
Broker name

PG0119  
Broker reference number

Make It Cheaper  
Broker company name

## Company/business details

Ltd  PLC  Limited Liability Partnership  Sole trader/partnership/unincorporated  Charity  Public sector

### PHILLIPS GEORGE LTD

Company registered/business name  
46, LONG STREET WIGSTON, LEICESTERSHIRE LE18 2AH  
Company registered address/business address Postcode  
01244976300 info@phillipsgeorge.co.uk  
Telephone 10180748 Mobile Email 10180748  
Company registration number (mandatory for limited companies) Charity number (mandatory for registered charities)

### Director/business owner details

Hazel Neal 11/11/1969 info@phillipsgeorge.co.uk 01244976300  
Full name (forename, initial, surname) Date of birth Email Telephone  
21, CENTRAL AVENUE LEICESTER, LEICESTERSHIRE LE2 1TB  
Home address Postcode Previous address (if current address less than 12 months) Postcode

### Billing and correspondence address

46, LONG STREET WIGSTON, LEICESTERSHIRE LE18 2AH  
Address Postcode

Telephone Email

### Supply address

Leicester Mercury Group Limited, 46, Long Street Wigston, Leicestershire LE18 2AH  
Address Postcode

Telephone Email

## Meter numbers Electricity supply number - Essential

S	03	801	013
	11	0001	3709 974
S			

## Estimated annual usage - units kWh

10000  
Electricity: Day Night Other Gas

Change of tenancy  Date 27/06/2016  
Renewal  (No tick is required for new supply contracts)

Number of sites

## Gas meter point reference number - Essential

Are you currently in a contract with another supplier? Yes  No

If yes, who is your current energy supplier? \_\_\_\_\_

What is your electricity contract end date? \_\_\_\_\_

What is your gas contract end date? \_\_\_\_\_

## Payment Method (For non Maximum Demand)

Monthly variable Direct Debit  Quarterly variable Direct Debit   
Monthly fixed Direct Debit  Monthly cash / cheque   
Direct Debit payment day 28 Quarterly cash / cheque   
Same payment method as existing contract

## Plan details

Electricity - unit rate p/kWh 12  
Plan duration from your supply start date

EON - V22072016 (Re 1) {FDD} (CON) (AD) - DAY  
Plan 12.64 Meter type Standing charge 27 p/day

Primary day RHT unit rate Night Evening/Weekend

### Gas - unit rate p/kWh

Plan duration from your supply start date

Plan Unit rate Standing charge p/day

All prices exclude VAT, Climate Change Levy (CCL) and Green Deal. If these apply to you, we'll add them at the current rates.

## Maximum Demand Plan details

BaseRate  NightSaver

### Prices

Standing charge p/day  
Day rate p/kWh Night rate p/kWh

### Conditions Monthly meter read/Maximum Demand meter required

### Payment Method for Maximum Demand

Monthly variable Direct Debit  As a Maximum Demand customer you agree to pay on a monthly basis  
Monthly cash/cheque

## Declaration and signatures

Independent incentive/offer (if yes, please tick box)  
 Has the agent left a copy of this contract (if yes, please tick box)

I've read the important terms detailed on the 'Important terms of your contract and plan' page and confirm my agreement. I confirm that I'll meet any necessary obligations in terminating the contract with my existing supplier and pay any outstanding balance. I'm authorised to sign this contract and give my consent for the broker named above to act on my behalf for the duration of the contract.

Hazel Neal Partner Hazel Neal (Jul 28, 2016) Jul 28, 2016  
Name Position Signature Date  
Name Position Signature on behalf of E.ON Date

E.ON like to keep in touch so they can tell you about our other products and services. Maybe by phone, letter, email, face to face or text. Please tick the methods you would like E.ON to contact you by.  Letter  E-mail  Face to face  Text  Phone

E.ON Energy Solutions Limited, Registered office: Westwood Way Westwood Business Park Coventry CV4 8LG. Registered in England & Wales No. 3407430



# Electricity and gas supply contract

## Instruction to your Bank or Building Society to pay by Direct Debit



Please complete this form using black ink and return it to the address shown below.

To The Manager

HSBC BANK PLC LEICESTER CLOCK TOWER

Bank/Building Society name and address  
2-6 Gallowtree Gate

LE1 1DA  
Postcode

9 8 2 0 9 8

Originator's identification number

Instruction to your Bank or Building Society: Please pay E.ON Energy Solutions Limited Direct Debits from the account detailed on this instruction, subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with E.ON Energy Solutions Limited and, if so, details will be passed electronically to my Bank or Building Society.

*Hazel Neal*

Hazel Neal (Jul 28, 2016)

Signature

Jul 28, 2016

Date

PHILLIPS GEORGE LTD

Name(s) of account holder(s)

6 4 5 8 4 4 1 4

Bank/Building Society account number

4 0 2 8 0 6

Branch sort code

4 0 2 8 0 0 0 0 0 0 0 6

Customer Reference number

Second signature, if joint account

Date

Banks/Building Societies may decline to accept instructions to charge Direct Debits to certain types of accounts.

E.ON Energy Solutions Limited, PO Box 9289, Nottingham NG1 9DZ.  
eonenergy.com

**If you've chosen to pay by monthly Direct Debit** you will receive a 7% discount.

**If you've chosen to pay by quarterly Direct Debit** you will receive a 5% discount

**If you've chosen to pay by Quarterly Cash / Cheque / BACs** you will need to pay your bill in full when you receive it.

**The discount will not be taken off your prices, it will be added to your bill before any taxes or additional charges are applied**

This Guarantee should be detached and retained by the Payer



## The Direct Debit Guarantee

This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit, E.ON Energy Solutions Limited will notify you seven working days in advance of your account being debited or as otherwise agreed. If you request E.ON Energy Solutions Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by E.ON Energy Solutions Limited or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society. If you receive a refund you are not entitled to, you must pay it back when E.ON Energy Solutions Limited asks you to. You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.



# Electricity and gas supply contract

## Important terms of your contract and plan - please read before signing this contract

You confirm you have the necessary authority to agree this legally binding contract, between E.ON and the business you represent for all sites discussed. Your contract with E.ON is continuous, which means it will only end when you switch supplier, if they choose to end it or if you agree a new contract with them. When you agree a new contract with them, your existing contract will end when your new contract starts.

### Credit Check

E.ON can carry out business or personal credit checks against directors/partners/owners at any time before your supply is live with them or when changes are made to your contract. If they haven't started supplying you they may cancel the contract. If E.ON already supply you they may request a security deposit, change the way you pay, (including paying in advance through a Pay As You Go meter) or change the prices they offer you in future. If this is the case we will contact you. You confirm that you agree to this, or have authority from the responsible parties to carry out these checks. As part of agreeing this contract you agree that where E.ON require you to pay a security deposit you will provide it by the reasonable date they specify.

### Plan Duration

Your fixed price plan will start when your supply is live with E.ON. If you're renewing your plan, it will start the day after your current plan ends. Your new plan will end in accordance with your chosen plan length as follows:

- 1 year fixed price plan – will end 12 months from your plan start date
- 2 year fixed price plan – will end 24 months from your plan start date
- 3 year fixed price plan – will end 36 months from your plan start date

### If agreeing to align contract end dates

Your prices are fixed for the length of your plan providing you comply with the terms of the contract. You are aware the length of your chosen plans will be amended and will vary in accordance with your choice to align these fixed price plans to all end on DD/MM/YYYY. Your contract confirmation letter will include the end date which is automatically populated in our system, however following this you will receive an additional letter to confirm the correct end date we've agreed today. If your switch is objected to we may not be able to align your plan end dates. If we are unable to do so we will contact you.

### Prices and Discounts

Your prices are fixed for the duration of your fixed price plan, providing you comply with the terms of the contract. All prices (shown on meter details page) exclude VAT, Climate Change Levy (CCL) and Green Deal. If these apply to you, E.ON will add them at the current rates. The prices are fully inclusive of data collection and meter operation costs. The discount (shown on the Direct Debit page) will be applied as long as you pay on time by the agreed payment method. The discount will not be taken off your prices, it will be added to your bill before any taxes or additional charges are applied.

### Terminating your Contract

You can give notice to terminate your contract at any time but if you want it to take effect when your plan ends you need to do this on or before your notice date (30 days before your plan ends). If you choose to terminate your contract, E.ON will acknowledge your termination notice in writing within 5 working days.

### Renewal

On or about 60 days before your plan end date E.ON will send you your renewal options. You will have until your notice date (30 days before your plan ends) to decide what to do. If you do nothing, they won't roll you onto another fixed price plan. Instead they'll move you to a variable price plan when your plan ends. With this plan you'll have to give 30 days' notice if you wish to terminate your contract and switch supplier. If you have an outstanding balance, E.ON may object to you switching supplier. If you choose to terminate your contract but don't switch supplier, and don't agree another plan with E.ON; they'll apply out of contract prices from when your plan ends. Once on these prices you can leave at any time. If you have an outstanding balance, they may object to you switching supplier. E.ON's out of contract and variable prices are generally higher than on a Fixed Price Plan, and they may change them at any time. You can find their current out of contract and variable prices by logging into your account at [eonenergy.com](http://eonenergy.com), or by giving them a call.

### If agreeing outside of the renewal window

You're agreeing a new fixed price plan and contract in advance of E.ON's usual renewal period. As a result of this agreement your renewal window is now closed, therefore you should not engage with other suppliers regarding alternative offers for your supply.

### Automated Meter Reading Equipment

E.ON may need to change your meter and install automated meter reading equipment, in order to comply with industry regulations. If they identify that your meter needs to be changed, they'll write to you to advise of the next steps. If you don't allow them to change your meter they may cancel your plan and switch you to out of contract prices. Any other arrangements not included in E.ON's Terms and Conditions are between you, the consumer and us (the broker). You'll receive a copy of E.ON's full terms and conditions with confirmation of what we've agreed today. You can also find a copy online at [eonenergy.com/smeterms](http://eonenergy.com/smeterms)

**(only applies if Profile Class 5-8).** If your meter can control when devices such as heating or machinery are switched on, or you have a Billing Management Unit, you'll need to let us know before your new plan starts. If you don't tell us before your plan start date, you may lose this feature once we've changed you to half hourly settlement. Once we've switched you to half hourly, we will bill you against your consumption and not your meter readings and only your total consumption will be displayed on your meter

I have read and understood the terms of this contract.

Hazel Neal  
Hazel Neal (Jul 28, 2016)

Signature

Hazel Neal

Name

# Standard terms and conditions

For small and medium enterprises (SMEs)

Effective from 15 April 2016



Helping our customers.  
We're on it.

**e-on**

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## About these terms and conditions

Together with your **contract confirmation letter** for the relevant period, these terms and conditions form a legally binding **contract** between us.

You should keep all the details safe, along with the letters we send you.

When we use words and phrases with a specific meaning, like '**services**' and '**plan**', they'll be in bold text and will be defined in the glossary in section 16.

## Is this document right for you?

These terms and conditions are for all **small and medium enterprises (SMEs)**.

They may also be for property developers who require a supply of **energy** in order to prepare a **premises** for sale or let.

They don't apply to **premises** where **energy** is supplied wholly or mainly for domestic use. You can find details of our domestic terms and conditions on our website. They are not for **premises** being serviced by our Corporates team.

If you're unsure if these terms and conditions apply to you, please call us and we'll be happy to help.

## Section 1

# Taking over premises we supply, or where a contract hasn't been agreed

### 1.1 When would this apply to me?

This section applies if you've become **responsible** for **premises** where we're the **registered supplier** of **energy** but you haven't agreed a **contract** with us for that **energy**.

We call this having a **deemed contract** with us.

You may also be on a **deemed contract** if:

- your supply has been transferred to us by mistake; or
- **Ofgem** has appointed us as your supplier, and you've not agreed a **contract** with us; or
- your **contract** has been cancelled or terminated - see section 7.6.

### 1.2 What this means to you

These terms and conditions apply to you from the moment you become **responsible** for a **premises**.

You have to pay us for the **energy** you use at our deemed prices which can be found on our website. You can also contact us to confirm your prices. For contact details go to the 'Contact us' page on our website.

You can end your **deemed contract** at any time by:

- agreeing a **contract** and **plan** with us,
- transferring to another **energy** supplier without giving us notice; or
- asking us to permanently **disconnect** the **energy** supply to your **premises**.

We can make changes to your **deemed contract** at any time. We'll take reasonable steps to inform you of the changes and will publish our latest prices on our website.

### 1.3 Getting better prices

If you haven't spoken to us about pricing yet, contact us and we might be able to offer you a better deal.

### 1.4 If we supply you through a prepayment meter

If we supply your **premises** through a **prepayment meter**, you'll need to pay before you use the supply. If you have a **prepayment meter** contact us and we'll explain how to get credit on your meter.

### 1.5 Moving on to a contract

If you agree a **contract** with us you'll no longer be on a **deemed contract**. Section 1 of these terms and conditions will no longer apply (unless your **contract** is cancelled or terminated in accordance with section 7.2.1, 7.5 or 7.6



of these terms and conditions) but the rest of these terms and conditions will continue to apply to you.

## Section 2

# Switching to E.ON

### 2.1 When would this apply to me?

This section only applies if you're a new customer and/or you ask us to provide **energy** to a **premises** that we don't already supply.

### 2.2 When your contract starts

Your **contract** starts from the date you accept our offer or, for **deemed** contracts, when you first become **responsible** for the **premises** (see section 1.1). Your **contract** will continue until no **meter point(s)** are registered to us under this **contract** or where the circumstances in sections 7.2.1, 7.5 and/or 7.6 apply.

Our offer will be valid for a limited time.

When we first agree a **contract** with you we'll also agree a **plan**. Some **plans** have an **end date**; after a **plan** ends you'll move to another **plan** unless you or we have cancelled, or terminated, this **contract** – see section 7. Details about different types of **plans** are provided in sections 4 and 5.

### 2.3 Finishing with your existing supplier(s)

It's up to you to cancel, or terminate, any contracts and pay any outstanding amounts you have with any existing suppliers.

If you don't:

- they may not permit you to move your **energy** supply to E.ON; and/or
- the transfer may be delayed.

### 2.4 Getting you up and running

We can only start supplying you when we've successfully transferred your **premises** to us from your existing supplier.

We'll take all reasonable steps to complete your transfer to us:

- on the date agreed with you; or
- if no date has been agreed, within 21 days starting from the day after you've entered into a **contract** with us.

Your transfer could be delayed:

- if your existing supplier objects to you changing supplier because you haven't cancelled, or terminated your **contract** with them;
- if your existing supplier objects to you changing supplier because you owe them money;
- if we don't have all the information we need to complete the transfer

continues on next page >



despite taking reasonable steps to obtain it;

- for any other circumstances beyond our reasonable control.

We can cancel your **contract** if:

- we haven't managed to transfer your **premises** from your existing supplier(s) for reasons outside of our control; or
- we've asked you for a **security deposit** and you've not paid it within 21 days, starting from the date you entered into a **contract** with us or by the date mentioned in any correspondence we send you in relation to a **security deposit**; or
- you fail a credit check after accepting a **contract** with us; or
- you provide us with false, incomplete and/or inaccurate information.

If your transfer is delayed, or we cancel your **contract**, for any of the above reasons, we will not be liable for any costs that you incur.

## Section 3

# Checking your credit status

### 3.1 When would credit checking apply to me?

If you're a new customer, or an existing customer adding **premises**, changing payment method or agreeing a new **plan**, we may check your credit status to decide which - if any - of our **plans** and **services** to offer you.

### 3.2 Who does this affect?

If you're a partnership, this may involve checking all the partners. If you're another kind of unincorporated organisation, this may involve checking all your officers. If you're a limited company, this may involve checking all your directors.

### 3.3 What happens when we do a credit check?

First, we'll check our own records, and then we may ask one or more credit reference agencies to check their records about you or your partners, officers or directors. If you have **half hourly metering** and you're a registered company, we may receive regular updates about you from our credit reference agency: these checks won't leave a footprint on your credit records.

The data that credit reference agencies hold includes information which is public, held by Companies House, from an electoral register and shared for credit and fraud prevention.

Other organisations lending you money or giving you credit will be able to see on the records at their credit reference agencies that we've run a credit check against you or your partners, officers or directors.

### 3.4 Getting permission for a credit check with a credit reference agency

We'll ask your permission before we do this.

If you're making a joint application or you tell us that you have a spouse, civil partner or other financial associate, we'll link your credit records together. You must be sure you have their agreement for you to disclose information about them to us before you give us permission to run the credit check.

Credit reference agencies will also link your records together and we (and others) may use these records for credit checking purposes.

### 3.5 Credit related information we collect about you

We record:

- any applications you make for **plans** and **services**, where credit is required
- how you conduct your account, including:
  - details of what you pay and when;
  - if you fail to pay a bill on time or in full;
  - any overdue amounts you owe us.

If you give us false or inaccurate information, we'll also record this and may pass it to organisations involved in crime and fraud prevention.

### 3.6 How this information is used and shared

We share the information we record with credit reference agencies. They may share it with other organisations performing credit checks and other credit reference agencies.

We, credit reference agencies and others, may use the information to trace people or organisations which owe money, to recover overdue amounts and to prevent money laundering and fraud.

Records stay on file for six years after they're closed, whether the account was settled or not.

Details of the credit reference agencies we use can be found on our website, or by contacting us.

For more information on how we handle your personal data, see section 14.

### 3.7 Your credit status may affect your contract

As a result of checking your credit status we may do any one or more of the following:

- cancel your **contract** (as long as we haven't started supplying your **premises**);
- increase the prices we offer you;
- require you to pay a **security deposit**;
- require you to use a specific payment method;

- specify how often you receive a bill or statement from us;
- require you to take your supply through a **prepayment meter**.

## Section 4

### For fixed price plans

#### 4.1 When would this apply to me?

This section only applies to you if you've agreed a **fixed price plan** with us. We'll send you a **contract confirmation letter** detailing the **start date** and **end date** of your **fixed price plan**, including the prices we'll charge during the period of your **fixed price plan**.

#### 4.2 About fixed price plans

If you're on a **fixed price plan**:

- we can prevent you switching to another supplier before the **end date** of any **fixed price plan** you've agreed with us;
- your prices will stay the same until the **end date** of your **fixed price plan**, except in any of the situations shown in section 9.2;
- you can give us notice at any time on or before your **notice date** that you want to terminate your **contract** at the end of your **fixed price plan**. You can do this by contacting us using the details in your **contract confirmation letter**. These can also be found on our website.

#### 4.3 The renewal offer letter

We'll send you a **renewal offer letter** on or about 60 days before the **end date** of your **fixed price plan**. If you haven't heard from us you can contact us and we'll send you another copy.

Your **renewal offer letter** will provide your options for the end of your current **fixed price plan**. We will not automatically roll you over to another **fixed price plan**.

### Your situation

If you haven't already given us notice to cancel, or terminate, your **contract**



### What we'll offer you

We may offer you a new **fixed price plan**.

We'll also tell you about our **variable price plan**. This is the plan we'll move you on to at the end of your current **plan** if you don't agree a new **fixed price plan** or cancel, or terminate, your **contract**.

If you move on to a **variable price plan** you'll need to give us 30 days' notice if you want to switch to another supplier. You can find out more about **variable price plans** in Section 5.

If you want to switch to another supplier at the end of your **fixed price plan**, you must notify us before your **notice date**. You'll need to comply with the conditions of section 7.3 (which includes clearing any **outstanding balance** on your account), or we may prevent you from switching supplier.

If you've already given us notice to cancel, or terminate, your **contract**



We may offer you a new **fixed price plan**.

We'll also tell you about the **out of contract prices** we'll move you onto if you haven't switched to another supplier after the **end date** of your **fixed price plan**.

Once you're on **out of contract prices**, you can switch to another **plan** or another supplier at any time. You'll need to comply with the conditions of section 7.3 (which includes clearing any outstanding balance on your account), or we may prevent you from switching supplier.

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If your account has an **outstanding balance** and we've told you that we've applied to a court for a warrant to enter your property under the Rights of Entry (Gas and Electricity Boards) Act 1954 as amended



We won't offer you a new **plan**. Instead we'll move you to our **out of contract prices** after the **end date** of your current **plan**, whether or not you've given us notice to cancel, or terminate, your **contract**. You'll still be subject to the latest version of these terms and conditions as your contract continues to apply until your switch to another supplier is complete.

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Except where you've agreed to pay by fixed monthly Direct Debit, if £100 or more has been overdue on your account for 60 days or more when we send your **renewal offer letter**



The new **fixed price plan** we offer you will have higher prices than we'd offer if no amount was overdue. If you clear what you owe us you can contact us on the number shown in your **renewal offer letter** as we may be able to offer you a better deal.

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If you're on a **fixed price plan** and you're being serviced by our Corporates team



We won't send you a **renewal offer letter**. Instead our Corporates team will contact you to tell you about the prices we can offer you after your **end date**. You no longer need to give us notice to terminate your **contract**.

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#### 4.4 Your renewal options

Once you've received your **renewal offer letter**, you can choose to do any of the following:

##### Your situation

##### What you need to do / What happens next

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If we've offered you a new **fixed price plan** and you want to accept it



You'll need to tell us by the **notice date** shown in your **renewal offer letter** - the letter will tell you how. We'll send you a new **contract confirmation letter** and your **new fixed price plan** will start the day after the **end date** of your current **plan**.

---

If we've offered you a new **fixed price plan** and you want to discuss other offers with us, for example a longer fixed term or a different **plan**



The letter will tell you how to get in touch with us.

---

If you want to switch to another supplier immediately following the **end date** of your current **plan**



You must terminate your **contract** on or before your **notice date** using the contact details provided in your **renewal offer letter**. If you notify us that you intend to terminate your **contract** but we still supply you after the **end date** of your **fixed price plan**, we'll charge you our **out of contract prices**.

---

If we send you a **renewal offer letter** and you:

- don't agree another **fixed price plan**; and/or
- notify us of your intention to terminate your **contract**; but we're still supplying you after the **end date** of your current **plan**



We'll write to you around 10 days after your **notice date** to confirm you'll be moved to the **variable price plan** or **out of contract prices**, as applicable. You'll be subject to the latest version of our standard terms and conditions for **small and medium enterprises (SMEs)** as your **contract** with us will continue.

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If your **notice date** has passed and you'd like to terminate your **contract** but you've not yet told us



You can still tell us you want to terminate your **contract** after your **notice date**. However we need at least 30 days' notice, therefore you won't be able to switch to another supplier until 30 days have passed. You'll stay on your current **fixed price plan** until the **end date** of your **fixed price plan** and then we'll switch you to our **variable price plan** until the end of your notice period. If we still supply you after that time, we'll charge you at our **out of contract prices**. You'll be subject to the latest version of our standard terms and conditions for **small and medium enterprises (SMEs)** as your **contract** with us will continue.

If you've agreed a new **fixed price plan** you won't be able to leave until that **plan** has ended.

---

If you're being serviced by our Corporates team



Our Corporates team will contact you to discuss your prices after your current **plan** ends.

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## Section 5

### For variable price plans

#### 5.1 When would this apply to me?

If you've agreed a **variable price plan**, or you were on a **fixed price plan** and:

- didn't tell us on or before your **notice date** that you wanted to end your **contract**; and
- didn't agree another **fixed price plan** with us.

#### 5.2 About variable price plans

If you're on a **variable price plan**, we can change your prices at any time. If we increase your prices, we'll tell you in advance where we can. You can find our latest prices by logging into your account on our website or contacting us.

If you're on a **variable price plan** with us, the **plan** will continue until:

- you agree a new **plan** or pricing with us; or
- you switch to another supplier; or
- your supply is permanently **disconnected**; or
- we give you notice that we're ending your **plan** - see section 7.4; or
- your **contract** is ended - see sections 7.5 and 7.6; or
- you move on to our **out of contract prices**.

#### 5.3 Your options

If you're on a **variable price plan** you can ask us at any time to quote you for a **fixed price plan** by contacting us.

If you want to switch to another supplier you'll need to terminate your **plan** and give us 30 days' notice - see section 7.3 for more details.

## Section 6

### Changes to your premises

#### 6.1 Adding premises

If you want to add **premises** to your **contract** you need to call us to get a quote. We may offer you a new quote for the **premises** or add this to your current **contract** at our discretion. If you do ask us to quote, then sections 2 and 3 will apply for your new **premises**.

If you want us to read the meter at your new **premises**, please give us 10 working days' notice of this change. Alternatively, call us on the day you become **responsible** for the new **premises** with an actual **meter reading**. This is not needed if you have **half hourly metering**.



## 6.2 Moving in or out of premises

If you're moving out of the **premises**, you need to:

- give us a **meter reading** on the day you move out (not needed if you have **half hourly metering** or **smart metering**);
- tell us who'll be **responsible** for the **premises** in future; and
- tell us where to send your final bill. If you're a sole trader and have given us your home address, we may use that address to contact you about paying your final bill.

If we have reasonable grounds to believe that you, your officers or directors still have responsibility for the **premises** despite telling us that you've moved out, we may request additional evidence from you. If you're unable to provide that evidence within a reasonable amount of time we'll assume that you're still **responsible** for the **premises** and this **contract** will continue. In addition, if we reasonably believe you've acted fraudulently and you agreed your **plan** after 30 March 2014, we may move you to our **out of contract prices** and take any other action we deem necessary including, but not limited to:

- requiring a **security deposit** (see section 11.2);
- changing your payment terms;
- changing your meter to a meter we deem appropriate and necessary;
- de-energising your **energy** supply – in some cases remotely through your meter.

If you don't have **half hourly metering** and you want us to take a **meter reading** at your **premises** you'll need to give us at least 10 working days' notice.

If you don't tell us that you've moved out of the old **premises** and/or fail to provide us details of the new owner or occupier of the **premises**, you'll still have to pay for the **services** at those **premises** until:

- a new owner or occupier takes over responsibility for the **energy** use; or
- we or the **Network Operator** permanently disconnects your supply.

We'll add anything you owe to your account – if you have any **premises** left under your **contract** – or otherwise to your final bill.

## Section 7

# Ending your plan or contract

### 7.1 The difference between your plan and your contract

7.1.1 Your **contract** begins from the date we agree it with you and continues until we stop supplying you or until your **contract** is ended - see sections 7.2.1, 7.5 and 7.6.

During your **contract** with us you may move from one **plan** to another - see sections 4 and 5. Your **contract confirmation letter** will show the terms that apply to that **plan** and may also include changes made to your terms and conditions - see section 7.2.

7.1.2 If your **plan** has ended for any reason and you've not started a new **plan** with us, your **contract** will continue, unless you've entered into a new **contract** with us in accordance with section 7.2.1, and we'll charge you at our **out of contract prices**.

This section explains how and when we can end your **plan** and how you or we can cancel, or terminate, your **contract** - and what happens afterwards.

### 7.2 Changing the terms and conditions of your contract

We may change these terms and conditions at any time. If the changes are significantly to your disadvantage, you can give us notice that you want to cancel, or terminate, your **contract** and switch to another supplier before the changes take effect. The terms in section 7.3 will apply.

You can do this by contacting us when we notify you of the change. You must do this within 10 days of the date we notify you. You'll then have 30 days from notifying us to transfer the **services** to another supplier, otherwise we'll apply the changes from the date they were due to take effect.

You won't be able to cancel, or terminate, your **contract** if:

- the change is due to any amendments to, or introduction of, government taxes or levies;
- we change how frequently we bill you or change your **smart meter** to the Pay-As-You-Go setting, because you've cancelled your fixed monthly Direct Debit, haven't paid us on time, or your credit status is not - in our opinion - satisfactory;
- we require you to pay for your **energy** through a **prepayment meter**;
- we require you to provide a **security deposit**; or
- the change is due to any of the circumstances listed in section 9.2.

7.2.1 We're making changes to our contracting process. This may mean that when you agree a new **plan** with us you'll enter into a new **contract**. If this applies to you we'll advise you that this is the case when you agree a new **plan** with us and we'll confirm it in the **contract confirmation letter**.

### 7.3 Cancelling, or terminating, your contract and switching to another supplier

If you're in a **fixed price plan** and want to switch supplier when your **plan** ends, you need to give us notice to cancel, or terminate, your **contract**. The notice must be received by us on or before the **notice date**.

If you're in a **variable price plan** and you want to switch supplier, you need to give us 30 days' notice.

You can do this by calling us, writing to us, or emailing us. You can find our contact details in the FAQ section of our website.

If you're in a **deemed contract**, you can switch supplier at any time.

If you're on our **out of contract prices**, you can switch supplier at any time, subject to the conditions of this section (7.3).

We'll take all reasonable steps to help you complete your transfer by the date agreed with your new supplier, or where no date has been agreed, no more than 21 days from the day after you entered into a contract with another supplier.

If you're on a **fixed price plan, variable price plan** or on **out of contract prices** we may delay or prevent you switching supplier if:

- the transfer date is before the **end date** of any **fixed price plan** you've agreed;
- the transfer date is less than 30 days from the date you told us you wanted to end your **contract**;
- you have an **outstanding balance** on your account;
- the new supplier has told us that there's been a change of tenancy at the **premises** but we have reasonable grounds to believe this is not the case;
- you ask us to stop the transfer;
- the new supplier attempts to register an electricity **meter point(s)** and has not applied to transfer all the related **meter point(s)** on the same working day for the same supply **start date**.

If you've given us notice to terminate but we still supply you after the **end date** of your **fixed price plan** or after the end of the notice period, the latest version of these terms and conditions will still apply and we'll charge you at our **out of contract prices**.

**Out of contract prices** are generally more expensive than any of our **plans**. We may change them at any time, but where we can we'll advise you in advance of any increase to our **out of contract prices**. You can find our latest prices by logging into your account on our website or contacting us.

## 7.4 When we can end your plan

We may end your **plan** or **de-energise** or **disconnect** your supply if:

- your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to be in breach of our electricity or gas supply licences or any other applicable legislation;
- you fail to give us access to your **premises** to fit an **advanced meter** in accordance with section 12.5;
- you breach these terms and conditions; or
- we reasonably believe you've acted fraudulently.

We'll try to give you advance notice but in some circumstances, for example where there is danger to life or property, we may **de-energise** or **disconnect** your supply without notice.

If we end your **plan** we'll move you on to our **out of contract prices** or our de-energised prices as applicable. We may change these prices at any time. You can find our latest prices by contacting us (for contact details go to the 'Contact us' page on our website) - in some cases we may also cancel, or terminate, your **contract** - see section 7.6.

If you're on a **fixed price plan** that was entered into before 31 March 2014, this section will not apply until after the **end date** of your current **fixed price plan**.

## 7.5 When your contract with us ends

Except under the circumstances in sections 7.2.1 and 7.6, your **contract** with us won't end until:

- you've successfully transferred to another supplier; or
- your supply has been permanently **disconnected**; or
- you cease to be the owner or occupier of a **premises** subject to section 6.2; or
- you agree a new contract or agreement with us to start after the **end date** of your **plan**.

Ending your **contract** won't affect any outstanding rights or obligations you or we have under it. If your **energy** usage is different from the figure we based your final bill on, we'll issue a revised final bill and you'll need to pay all amounts due to us.

If you have a **smart meter**, you may lose some functionality when you switch to your new supplier.

Other than to meet our regulatory requirements, when you leave we won't pass on data from your **smart meter**, **advanced meter** or your **half hourly meter** to anyone else without your permission.

## 7.6 Specific situations when your contract may end

Where you **materially breach** the terms of your **contract** we may cancel, or terminate your **contract** after giving notice, **de-energise** or **disconnect** your supply and move you on to a **deemed contract**.

Your **contract** will also end if **Ofgem** nominates another supplier to provide **energy** to the **premises**.

## 7.7 Summary of when your plan or contract may end

### When we can end your plan

This section does not apply if you entered into a **fixed price plan** before 30 March 2014. We can end your **plan** and charge you at our **out of contract prices** if:

- your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to be in breach of our electricity or gas supply licences or any other applicable legislation – see section 7.4;
- you **materially breach** the terms of your **contract** (including, but not limited to, stealing **energy**, or deliberately damaging our or the **network operators'** equipment);
- we reasonably believe that you've acted fraudulently in claiming you are or will no longer be **responsible** for **energy** used at the **premises** - see section 6.2;
- you need to be transferred to our Corporates team in accordance with section 15.7 and:
  - your **fixed price plan** has ended; or
  - we gave you notice to end your **variable price plan** and the notice period has ended.

### When you can end your plan

If you're on a **fixed price plan**, there are no circumstances where you can end your **plan**.

If you're on a **variable price plan**, you may end your **plan** by agreeing a new **fixed price plan** or giving us 30 days' notice to switch supplier. Your **variable price plan** will end when your new **fixed price plan** starts.

### When we can cancel, or terminate, your contract

#### If we agreed a contract with you but we haven't started to supply you yet.

We can cancel your **contract** and stop your transfer if:

- we've asked you for a **security deposit** but you haven't paid it within 21 days or as otherwise specified by us; or
- you failed our credit check; or
- you've provided us with false, incomplete or inaccurate information; or

- we haven't been able to complete your transfer for other reasons beyond our reasonable control; or
- you've told us you didn't agree a **contract** with us and we've no evidence that a **contract** was agreed with you; or
- you cease to be the owner or occupier of a **premises** subject to section 6.2.

#### **If you're on a plan, or you're on our out of contract prices.**

We can cancel, or terminate, your **contract** if:

- you commit a significant **material breach** (including, but not limited to, a breach that is capable of leading to us taking legal action, or persistent **material breaches**); or
- **Ofgem** nominate another supplier to the **premises**.

If we still supply you after your **contract** has been ended, we'll supply you under a **deemed contract** - see section 1.

#### **If you want to appoint your own metering agents.**

We may cancel, or terminate, your **contract** and supply you on alternative terms.

### **When you can cancel, or terminate, your contract**

#### **If you're on a fixed price plan.**

You can cancel, or terminate, your **contract** by giving us notice before the **notice date**. Your **contract** will end after the **end date** of your **plan** and when your switch to another supplier is complete. You'll need to comply with the conditions of section 7.3 (which includes clearing any **outstanding balance** on your account), or we may prevent you from switching supplier. If we still supply you after the **end date** of your **plan** we'll charge you at our **out of contract prices** - see section 4.2 for more details on how to terminate your **contract**.

#### **If you're on a variable price plan.**

You can cancel, or terminate, your **contract** by contacting us at any time and giving 30 days' notice. Your **contract** will end after the notice period has ended and when your switch to another supplier is complete. You'll need to comply with the conditions of section 7.3 (which includes clearing any **outstanding balance** on your account), or we may prevent you from switching supplier. If we still supply you after the end of the notice period we'll charge you at our **out of contract prices**.

#### **If you're on any plan.**

You can cancel, or terminate, your **contract** if:

- we tell you of changes to these terms and conditions that significantly disadvantage you. You'll need to do all of the following or we may stop you switching supplier:
  - pay any **outstanding balance** on your account
  - call us within 10 days of the date we notify you
  - switch to another supplier within 30 days of your call

- comply with the conditions of section 7.3.

If we still supply you 30 days after your call we'll assume you have changed your mind and will not terminate your **contract**. The changes we told you about will apply from the date we've stated.

- we write and tell you that we need to transfer you to our Corporates team. You'll need to do all of the following or we may stop you switching supplier:
  - pay any **outstanding balance** on your account
  - call us within 10 days of the date we notify you
  - switch to another supplier within 30 days of your call
  - comply with the conditions of section 7.3.

If we still supply you 30 days after your call we'll assume you have changed your mind and will not terminate your **contract** and we'll transfer your account to our Corporates team.

#### **If you're on out of contract prices or a deemed contract.**

You can cancel, or terminate, your **contract** by switching to another supplier at any time - your **contract** will end when your switch is complete. If you're on **out of contract prices** you'll need to comply with the conditions of section 7.3 (which includes clearing any **outstanding balance** on your account), or we may prevent you from switching supplier.

## Section 8

### Who's who?

#### 8.1 Who we are

Your **contract** is between you and E.ON Energy Solutions Limited for the supply of **services**.

Sometimes it's our parent company E.ON UK plc providing the **services** to you, and we're just acting as their agent. In this case, these terms and conditions still apply and references to 'we', 'us' or 'our' include E.ON UK plc.

#### 8.2 Who is agreeing on your side

If you're agreeing to your **contract** on behalf of a limited company, partnership or other organisation, you confirm that you have the authority to do so.

If you're a sole trader, you confirm that you are aged 18 or over.

If you're a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under your **contract**.



### 8.3 Changing who's agreeing

Your **contract** is between you and us, and you can't transfer it to anyone else without our agreement.

We may transfer our rights and obligations under your **contract** to another company, but your rights under your **contract** will not change. You won't be able to cancel, or terminate, it just because we have transferred it to someone else.

### 8.4 Who else has rights under your contract?

We and your **network operator(s)** have rights under legislation and our licences, which we can use to enforce provisions in your **contract**.

## Section 9

### What you pay

#### 9.1 What we'll charge you

##### Your situation

You haven't agreed any terms with us, so you have a **deemed contract**;

or you've materially breached these terms and conditions and we've cancelled, or terminated, your **contract**

If you've agreed a **variable price plan**;

or if your **fixed price plan** has ended and you haven't given us notice on or before the **notice date** that you want to switch to another supplier




##### What we'll charge you

Our deemed prices - which we'll write and tell you about when we know you've moved in.

We can change these prices at any time - we'll use reasonable steps to contact you in advance of an increase and will publish the latest rates on our website.

The pricing in the 'your plan' section of the **contract confirmation letter** we sent you.

We can change these prices at any time - we'll notify you, where we can, in advance if we increase these prices. You can find our latest variable prices by logging into your account online or contacting us.

<p>If you've agreed a <b>fixed price plan</b></p>		<p>The pricing in the 'your plan' section of the most recent <b>contract confirmation letter</b> we sent you.</p> <p>We won't change these prices before the <b>end date</b> stated in 'your plan' except in any of the situations in sections 9.2.</p>
<p>If we've ended your <b>plan</b> and we haven't agreed a new <b>plan</b> with you;</p> <p>or if you've cancelled, or terminated, your <b>contract</b> but we still supply you</p>		<p>Our <b>out of contract prices</b>, you can find our latest <b>out of contract prices</b> by logging into your account online or by contacting us.</p> <p>We can change these prices at any time - we'll notify you, where we can, in advance if we increase these prices.</p>
<p>If you're being serviced by our Corporates team, and following the end of your <b>fixed price plan</b>, you've not started your half hourly contract with us or changed to another supplier</p>		<p>Our <b>out of contract prices</b>, which you can find on our website.</p>

## 9.2 Specific situations when we can change your pricing

We can change your pricing if the information we based it on changes. For example:

- you move, add or remove **premises**;
- you change your payment method;
- you make changes to your supply;
- we find that the information you gave us is incorrect, false or incomplete;
- you asked us to supply more than one **premises**, but we haven't been able to transfer all of them.

We'll pass through to you any additional charges we incur as a result of you providing incorrect, false or incomplete information.

The amount you have to pay and these terms and conditions may also change as a result of changes to taxation or the introduction of new taxes, levies, laws or regulations, including but not limited to a change in the rate of VAT or **CCL**.

## 9.3 Additional charges

We can apply additional charges if:

- you change the design features of your connection - see section 13.1;
- we supply you under a **CCL exempt product** - see section 13.5 for more details;

- your site is not ready for a meter to be installed when we make an arranged visit;
- payment is made by credit card;
- your bank fails to honour your Direct Debit on the second attempt to collect a payment;
- your bank refuses to honour your cheque payment;
- you request a copy bill or statement;
- the circumstances of section 12.3 or 13.3.1 apply.

We charge VAT at the standard rate for **energy** unless your business is entitled to receive the supply at the reduced rate of VAT. You must provide us with a valid VAT declaration form to evidence your entitlement to the reduced rate of VAT. We do not accept VAT declaration forms signed by a **third party intermediary** even if there is a valid **letter of authority**.

**CCL** will be charged at the applicable rate. If the rate of **CCL** changes, the rate of the **CCL equivalent charge** will automatically change by the same amount and at the same time as government changes to **CCL** - see section 13.5.

We may charge you our reasonable costs if you damage or tamper with the meter on your **premises**, abort an installation, or obstruct a communications signal from a **smart meter, advanced meter** or **half hourly meter**. We may also:

- end your **plan** and charge you at **out of contract prices**; or
- **de-energise** or **disconnect** your supply.

If your account has an **outstanding balance**, we may charge you interest on that amount at 8% over the Bank of England base rate, plus up to £100 compensation in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

## Section 10

# Bills and statements

### 10.1 What we send you

We'll send you a bill or statement for each billing period – as set out in your **contract confirmation letter**.

Your bills or statements will include details of:

- your **energy** usage;
- what we've charged you;
- payments you've made to us (unless you are being serviced by our Corporates team); and
- any payments you should make to us.

We can change how often we send you bills and statements by writing to you in advance.

## 10.2 Estimated bills and inaccurate information

If a **meter reading** or consumption data is:

- unavailable; or
- in our reasonable opinion, inaccurate;

we may need to base your bill on our reasonable estimate. You have to pay this bill.

If at any time we discover that any bill has been based on inaccurate or incomplete information, for example, but not limited to, meter technical information, we may amend your account and issue a revised bill as soon as possible after accurate information becomes available.

## 10.3 If you don't agree with a bill or statement

Please contact us immediately by calling the number on your bill or statement. Any undisputed portion of the bill must be paid as set out in section 11 and you must inform us about the amount you dispute and your reasons for disputing this.

## Section 11

# Paying us

## 11.1 Paying us on time

Unless you've agreed to pay by fixed monthly Direct Debit, you need to ensure that you pay the bill in full and that your payment reaches our account within 14 days of the date on your bill or statement.

Information about how we calculate fixed monthly Direct Debits and how we deal with credits on your account can be seen on our website.

If you pay by fixed monthly Direct Debit or bank transfer and your bank doesn't meet a payment because you don't have enough funds available, we may change your payment method immediately. You must make alternative arrangements to pay any **outstanding balance** on your account or the conditions of section 9.3 will apply.

If we need to change the amount of your fixed monthly Direct Debit (for example if you start to use more **energy** or we change your prices) we'll **write** and tell you, giving you at least 10 **working days'** notice.

If you have a **prepayment meter** and require a continuous supply, it's your responsibility to make sufficient payments to your account to ensure that you remain in credit at all times. If you don't, your supply may be interrupted until sufficient payments have reached your account.

We may charge you a fee for paying by certain methods or if your payment method fails - see section 9.3.

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## 11.2 Security deposits

Where we request a **security deposit**, you'll provide us with this by the reasonable date we specify.

If we require you to pay a **security deposit**, we'll pay it back after 12 months providing there is no **outstanding balance** on your account and we haven't had to try to collect outstanding amounts from you within the last six months.

We're entitled to use all or part of the **security deposit** to offset overdue payments from you and if we do so we'll request a further **security deposit** to be paid to us by the date we specify. Where the **security deposit** has been used and not replaced we may also terminate your **plan** and charge you at our **out of contract prices**.

## 11.3 Discounts

In your **contract confirmation letter** we advise you if you're eligible for any discounts.

On eligible plans we give a discount for prompt payment if you pay your bill or statement within 14 days of the bill's date. We'll apply the discount to your next scheduled bill or statement. This discount doesn't apply to the final bill.

If you're on an eligible **plan** and choose to pay by monthly Direct Debit, you'll receive an ongoing discount for paying by this payment method. We'll apply the discount to the bill or statement for each billing period, including your final bill. If we have transferred your account to our Corporates team, they'll apply the discount to your unit rates instead.

If you're eligible for any discounts but your account falls into arrears, we can cancel any discount and move you to an alternative payment arrangement.

## 11.4 How we allocate the payments you send us

We'll use the payments you send us to pay off the oldest part of the balance on your account first. If your account has been transferred to our Corporates team we may allocate your payment in accordance with your instructions.

If we receive a payment intended to pay for more than one **service** or **premises**, we'll allocate this payment as notified by you on the remittance advice. If you haven't sent a remittance advice, our payments processing team will investigate and try to contact you to get your instructions about how to allocate the payment.

If you've agreed a payment arrangement with us, we may allocate payments to ongoing **energy** usage and repayments, in accordance with this arrangement.

If you're in credit for a particular **service** or **premises**, we may use this credit to pay off a debit balance on another part of your account or any of your other **premises** we supply.

If you sign up to a **Green Deal** for your **premises**, or move into **Green Deal premises** in accordance with section 13.6, any payments you make to us will

be shared proportionately between your **Green Deal charges** and any other charges due from you.

### 11.5 If you don't pay us

If you don't pay us, or refuse to pay a **security deposit** when we ask, we can:

- change how often we send you a bill or statement;
- change your **smart meter** to the Pay-As-You-Go setting where applicable;
- withdraw your discounts - see section 11.3;
- charge you a late payment fee - see section 9.3;
- charge you interest on your debt - see section 9.3;
- require you to pay for your **energy** in advance using a **prepayment meter**;
- **disconnect** your supply - in some cases remotely through your meter; and/or
- issue legal proceedings against you to recover any monies owed.

In these situations:

- we may charge you our costs, including our credit management costs, and
- you may still incur standing charges even if your **premises** are **disconnected** or you're not using any **energy**.

## Section 12

# Tracking your energy usage

### 12.1 Meter readings and consumption data

Your **energy** supply will have a meter.

If you have a **smart meter** and/or an **advanced meter**, in most cases we may be able to read your meter remotely. We'll do this once a month, when we'll collect **meter readings** for each half hour in that month, unless you've told us you only want us to collect daily or monthly **meter readings** and industry regulation doesn't require us to settle your **meter point(s)** on a half hourly basis.

We'll also try to read your **smart meter** remotely when your prices change or you switch to another E.ON tariff. If you switch to another supplier we may read your meter remotely and send the reading to your new supplier, providing we have an agreement with them to do this.

If we can't obtain a reading from your **smart meter** we'll estimate your usage - see section 10.2.

If you don't have a **smart meter** we'll send a meter reader to your **premises** from time to time and you'll allow us access to the meter.

If you have **half hourly metering** your **data collector** will send us your half hourly **consumption data**.

We're required by regulation to take all reasonable steps to obtain a **meter reading** once a year. You can provide us with your own **meter readings** by contacting us or by logging into your account on our website. This is not needed if you have **half hourly metering**.

## 12.2 Faulty meters

If you suspect that your meter is faulty, you can arrange for it to be tested by calling us - you'll be charged in advance for this visit. If the meter is found to be faulty, you'll receive a refund for the price you paid to us for this visit within 28 days or as soon as practicable after that.

We may also arrange for the meter to be tested at our own cost.

Where we are obligated to inspect your meter, you will allow us safe and reasonable access to the **meter point(s)**. Where we're unreasonably denied access and are unable to comply with our obligations, we may ask you to pay any costs we've incurred and we may terminate your plan as stated in section 7.4..

## 12.3 Metering agent(s)

If you instruct us to appoint your own **metering agent(s)** you must ensure that they are qualified as we may need to supply you on alternative terms.

We may reject or delay appointment of a **metering agent(s)** of your choice where we have reasonable grounds to do so.

If a **metering agent(s)** you've appointed fails to perform, ceases to be **qualified** and/or causes or may cause us to be in breach of our licence conditions we may:

- appoint a replacement of our preferred choice; and/or
- pass through to you any costs we incur, including but not limited to additional operational costs, regulatory/industry fines or penalties; and/or
- charge you our **out of contract prices** until you have worked with your **metering agent(s)** to resolve the situation to our satisfaction.

## 12.4 Fitting a smart meter

We're currently in the process of installing **smart meters** at **premises** we supply. You agree that, if we contact you to arrange to install a **smart meter** at your **premises**, you'll allow us reasonable access to complete the installation without unjustifiable delay.

## 12.5 Fitting an advanced meter

Where we're required by regulation to install an **advanced meter** to a **meter point(s)** at your **premises** you will allow us access to the **meter point(s)**. Where we're unreasonably denied access we may ask you to pay any costs we've incurred and we may terminate your **plan** as stated in section 7.4.



## Section 13

# Your energy supply

### 13.1 Changing the design features of your connection

If you want to install generating equipment, or modify or exceed the design features of your connection in other ways, you must:

- contact us;
- ensure that we've agreed to these changes;
- if we ask you to, also contact your **network operator(s)** and ensure that they've also agreed to these changes; and
- pay the costs that we - and your **network operator(s)** - incur as a result of this.

### 13.2 Your electricity supply

For the characteristics of your electricity supply please refer to the National Terms of Connection website.

### 13.3 Half hourly metering

Industry regulation may require your **meter point(s)** to be settled on a half hourly basis. If this is the case, we'll need to change the setup of your meter so we can remotely receive half hourly **consumption data**. If we need to make this change part way through your **fixed price plan** your prices will not change.

Where we are required by regulation to install or reconfigure a **meter point(s)** at your **premises** to **half hourly metering**, you'll allow us safe access to the **meter point(s)**. Where we're unreasonably denied access and are unable to comply with industry regulation, we may ask you to pay any costs we've incurred and we may terminate your **plan** as stated in section 7.4.

You can agree a maximum **authorised supply capacity (ASC)** with your **network operator**. If you have not agreed an **ASC** with your **network operator** they will assign an **ASC** to your **meter point(s)** where appropriate. Any changes to your **ASC** must be agreed with your **network operator**.

If you require a meter reconfiguration or a meter change, we'll agree a date with you for installation where applicable. We'll be responsible for collecting **consumption data** from your **half hourly meter** until your **meter point(s)** are no longer registered to us.

Where we are unable to communicate with your **half hourly meter**, you'll allow us safe access to the **meter point(s)**. Where we're unreasonably denied access, we may ask you to pay any costs we've incurred and we may terminate your **plan**. We may charge you our reasonable costs if you obstruct a communications signal from a **half hourly meter**.

#### 13.3.1 Pass through costs

If this section applies to you we'll either tell you before you agree your **plan** and confirm this in the **contract confirmation letter** or we'll advise you in

**writing**, in advance, to tell you we intend to apply this section. If we've **written** to you to advise that we intend to apply this section to you, you'll be able to give us notice to cancel or terminate your **contract** as stated in section 7.2.

#### **Authorised supply capacity charge(s)**

If your **ASC** increases or is different to the **ASC** we included in your prices, we may pass through to you any increase in the difference between the **ASC** set when you entered into the **contract** (or any subsequent **plan**) and your actual **ASC** at the published **network operator** rates.

#### **Excess capacity charge(s)**

Where you exceed your **ASC** we may pass through to you any **excess capacity charge(s)** charged to us by the **network operator** at the published **network operator** rates.

#### **Reactive power charge(s)**

We may pass through to you any **reactive power charge(s)** charged to us by the **network operator** at the published **network operator** rates.

### **13.4 De-energising your electricity supply**

If you wish to temporarily interrupt your electricity supply – for example, in the event of building works – you can ask us to do this.

If you ask us to do this, we'll stop the flow of electricity from the distribution network to your **premises**. This is called de-energising. We'll usually charge you our costs for doing this. If you're supplied by a **smart meter** we may **de-energise** your **premises** remotely.

Once your **premises** are **de-energised**, in most cases we'll charge you a daily standing charge (our **de-energised** prices) until your **premises** are re-energised. We may change these prices at any time. You can find our latest prices by contacting us.

If your **premises** are **de-energised** you will not receive a **renewal offer letter** and you'll continue to be charged our **de-energised** prices.

When your supply is re-energised you'll be put on a **deemed contract** unless you agree a new **contract** with us – see section 1.

If your **premises** stay **de-energised** for longer than 12 months, we may permanently **disconnect** them from the distribution network. We'll make an additional charge for this, which you must pay.

You'll continue to be **responsible** for the **services** until your **premises** are permanently **disconnected** from the distribution network.

### **13.5 CCL exempt product**

This section only applies to you if you're liable to pay **CCL**.

You agree that we can, from time to time, supply you with electricity under a **CCL exempt product**. This means that the electricity we supply you with is

certified as being from a **good quality CHP electricity** source or a **renewable electricity** source, therefore you'll be exempt from paying **CCL**.

There is an additional charge for electricity supplied under a **CCL exempt** product, known as the **CCL equivalent charge**. This charge is the same as the **CCL** you would otherwise have been liable for, therefore the total amount of your bill will be unchanged. This means that if the rate of **CCL** changes, the rate of the **CCL equivalent charge** will change automatically by the same amount and at the same time as government changes to **CCL**.

If we've supplied you under a **CCL exempt product**, the **CCL equivalent charge** will be shown on a separate line on your bill. If we've supplied you under a standard product and you are liable for **CCL**, the **CCL** will be shown on a separate line on your bill.

In some circumstances your bill may show both **CCL** and a **CCL equivalent charge**: this will be because you've only been supplied under a **CCL exempt product** for part of the period we have billed, and **CCL** is due on the remainder.

If your circumstances change you need to inform us as we may need to stop charging you a **CCL equivalent charge** and may need to start charging you **CCL**.

This will happen if you:

- move to a domestic tariff;
- switch to Smart Pay-As-You-Go;
- have **half hourly metering** installed;
- provide a partial VAT declaration; or
- provide us with a **CCL** exemption form.

In accordance with the Finance Act 2000, Schedule 6, para 19(2) and 20A(3):

- a. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20B, the amount of electricity supplied by **good quality CHP electricity** will not exceed the difference between:
  - i) the total amount of **good quality CHP electricity** that, during that period, is either acquired or generated by us; and
  - ii) so much of the total amount as is allocated by us otherwise than to **good quality CHP electricity** supplied by us in the period.
- b. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20, the amount of electricity supplied by **renewable electricity** sources will not exceed the difference between:
  - i) the total amount of **renewable electricity** sources that, during that period, is either acquired or generated by us; and
  - ii) so much of the total amount as is allocated by us otherwise than to **renewable electricity** supplied by us in the period.

## 13.6 Green Deal premises

### How your Green Deal plan works

If you sign up to a **Green Deal** for your **premises**, or move into **Green Deal premises**, you're responsible for payment of the **Green Deal charges**. We'll bill and collect **Green Deal charges** on behalf of the **Green Deal provider** through your usual method of payment. If you have a **prepayment meter** we'll collect these charges through your meter. We'll show your **Green Deal charges** separately on your bill or statement. **Green Deal charges** will continue to be charged at the **Green Deal premises** until the full amount owing to the **Green Deal provider** is paid. **Green Deal charges** are not included in the prices we agree with you when you switch to us or switch **plans** with us. We'll **write** to you about your **Green Deal charges** as soon as your **Green Deal provider** or your existing supplier tells us what they are. Your **Green Deal charges** will not be shown in your **contract confirmation letter**.

### What happens if you move premises

If you move out of a **Green Deal premises** you'll have to pay all **Green Deal charges** due up until the date you move out, in addition to any other charges due to that date. Any **Green Deal charges** due after the date you move out will be charged to the new owner or tenant, or if the **premises** are empty, to the landlord.

### What happens if you switch supplier

If you switch supplier, you'll need to pay us for any **Green Deal charges** due while we were your supplier. Your new supplier will take over collecting the **Green Deal charges** from the time they start to supply you.

## 13.7 Demand Side Response (DSR) payment(s)

Where we agree to supply gas to your **premises** and you are subject to **Firm Load Shedding** by a gas transporter as a result of a **Gas Deficit Emergency**, we agree to pay you (as soon as reasonably practicable) a **DSR payment** provided that we receive payment applicable to you from the relevant gas transporter.

## Section 14

# Personal data

### 14.1 Contacting you

In order to service your account we may use personal data to contact you by various methods, including electronic communications such as e-mail, text and messages through your **smart meter**.

### 14.2 Servicing your account

We explain how we use your personal data for credit checking in section 3. We'll also use your personal data (including information obtained from your **smart meter**) and data we obtain about you from third parties to service your account including:

- monitoring and recording communication for security and training purposes, for example to help us resolve queries or to help us check the quality of service we are providing to you;
- use of any automated scoring systems, which also use information from credit reference agencies;
- using your personal data to provide tailored **energy** efficiency advice.

If you're a sole trader and you've given us your home address, we may use this address to contact you about your **contract**. We'll only do this if we're having problems contacting you at your business address, or if you've moved out of your business address and have not given us a forwarding address.

### 14.3 Sharing your personal data with others for servicing purposes

To ensure we keep our records accurate and up to date we'll use information we obtain from different sources which will involve matching the data we hold about you with data that third parties hold about you. This will include third parties that we're working with and credit reference agencies.

We'll share your personal data with organisations who help us to service your account, for example to provide you with a **Green Deal** or enable you to monitor your **energy** consumption and compare it with similar businesses within your sector.

We'll share your data with third parties where you have instructed us to or where others acting on your behalf have an interest, for example:

- with other suppliers where you wish to transfer supply;
- landlords or letting agents where you are moving house;
- financial associates where you are linked together on an account.

In order to provide **services** you have asked for we'll share information with others named or linked on your account. This may include a business partner or employee or those paying the bill, or a **third party intermediary** working on your behalf with the required authority.

We'll also share data on your account with third parties where we've identified a vulnerability and support is required, for example government departments or social services.

In order to cross check your details in relation to taking on a supply we'll share information on your account including how you manage your account with us and whether there are any overdue amounts with credit reference agencies.

Where we or a third party suspect the property you are in is connected with a fraud we may share your information with other **energy** suppliers, landlords, housing associations or law-enforcement agencies.

We, credit reference agencies and others may use your personal data to trace people or organisations which owe money, to recover debt and to prevent money laundering and fraud.

We may transfer your debt to another organisation and give them details about you and the overdue amounts for the purpose of obtaining payment.

From time to time these other people or organisations may operate in countries that don't have the same standards of protection for personal data as the UK, but that E.ON have assessed as having reasonable security measures in place.

We will not share any personal data with social networking sites or other online media without your permission. If you share personal data with us or link your social media account with ours, we may use that data in accordance with this section (14). You're responsible for all personal data you share with us through social media.

We may share your data with other organisations for the detection, investigation and prevention of crime.

#### **14.4 Marketing**

We'll use your personal data to communicate marketing opportunities in line with your preferences (eg electronically or by mail or telephone), unless you have told us that you don't wish to receive such information by one or more communication methods.

#### **14.5 Sharing your data with others for marketing purposes**

We'll use your personal data for the purpose of marketing opportunities (including loyalty or incentive schemes run from time to time) that may be of benefit to you. As part of this we may share your personal data with affiliates, companies we're working with and others in the E.ON Group in order to conduct data matching exercises. As a result of this, these selected third parties may also communicate marketing opportunities to you, unless you've notified us that you do not want to receive such information.

#### **14.6 Research**

We may use your personal data for research into market initiatives, including creating statistics, testing computer systems, analysing customer information

and creating propositions and marketing opportunities (including using information about what has been bought from us and how it has been paid for). As part of this we may share your information with those in the E.ON Group, those we're working with, government bodies, regulatory authorities, industry bodies and others associated with the **energy** industry where we're satisfied that there are satisfactory security measures in place.

### 14.7 Your rights

You are entitled to a copy of the personal data that we hold about you or to have any inaccurate information corrected. We may charge you a small fee for providing this to you. You can opt out of receiving marketing material from us or third parties, or receive more details of how we and credit reference agencies use your information by contacting us.

## Section 15

### General terms

#### 15.1 Our liability to you

We and the **network operator(s)** are not liable for:

- any indirect or consequential losses – which may include pure economic loss, loss of profit, loss of business, third party costs, reduced goodwill and other similar losses;
- damage which is beyond our reasonable control however it was caused.

Our and the **network operator(s)** joint total liability to you in any calendar year (January to December) for any incident – or related series of incidents – is £100,000. This limit doesn't apply to death or personal injury.

#### 15.2 This is a micro business consumer contract

The Government licenses us to supply electricity and gas. Electricity and gas legislation and our supply licences regulate how we operate with different kinds of customers. Some **small and medium enterprises**, also known as **micro businesses**, have special protection under our supply licences. However, we treat all **small and medium enterprises** serviced by our SME team as **micro businesses**, which is why we call your **contract** a '**micro business consumer contract**'.

#### 15.3 Letters of authority

We will not discuss anything to do with your **contract** with a **third party intermediary** unless we have a **valid letter of authority** from you to do so. You can update your authorisation at any time by providing us with a new **letter of authority**. Any previous **letter of authority** will end when the new **letter of authority** becomes effective. You can cancel your **letter of authority** at any time by telling us in **writing** or by calling us.

Unless it specifically states otherwise, a **letter of authority** is valid from the



date of agreement for a period of 12 months.

We do not accept VAT declaration forms signed by a **third party intermediary** even if there is a valid **letter of authority**.

#### 15.4 National Terms of Connection – for electricity customers only

In the paragraphs below, your **network operator** is the company which manages the electricity **distribution systems** that supply your **premises**. We're 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 your **contract** and it affects your legal rights.

The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which 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 see the National Terms of Connection website for details.

#### 15.5 This is a customer contract

These terms and conditions are for the supply of **energy** to **premises** which you own and/or occupy. If you're not the owner and/or occupier of any of the **premises** you must tell us before entering into a **contract** with us and you'll need to provide us with evidence that you are acting with the authority of the owner and/or occupier and in what capacity you are acting for them. We may offer to supply you under different terms and conditions.

#### 15.6 Rights, liabilities and obligations after your plan ends

If you switch to a new **plan** with us when your old one ends, or if you move to **out of contract prices**, your **contract** with us and any rights, liabilities or obligations in it will continue. Your **contract** will only end under the circumstances in sections 7.2.1, 7.5 or 7.6.

If you switch to another supplier, your supply is permanently **disconnected** or you're no longer **responsible** for supply at the **premises**, the rights, liabilities or obligations which have accrued prior to the **end date** shall not be affected.

#### 15.7 Transferring to our Corporates team

If your average maximum monthly electricity demand at a **premises** exceeds 100kW in the three months of highest demand during the previous 12 months, we're required, under industry rules, to move you to **half hourly metering** and settlement. If this is the case we'll contact you separately as we may need to transfer you to our Corporates team, who will service and manage your account.

Our Corporates team will contact you on or around 60 days before the end of your current **plan** to tell you about the prices they can offer you after your **end date**. If they're unable to offer you a quote we'll continue to supply you under

the latest version of these terms and conditions and we'll charge you **out of contract prices** while we supply your **meter point(s)**. You can find our **out of contract prices** on our website. You'll be able to leave us at any time as long as you comply with the conditions of section 7.3 (which includes clearing any **outstanding balance** on your account).

If this applies to your **meter point(s)**, these terms and conditions will continue to be in effect until a circumstance in section 7.5 or 7.6 applies.

## **15.8 Your other rights and the law that applies to your contract**

Your rights under the law (your statutory rights) are not affected by your **contract**. Your **contract** is made under the laws of England and Wales for supply in England and Wales, and by the laws of Scotland for supply in Scotland.

## **15.9 Safety and emergencies**

You have to allow access to your **premises** to the **network operators** or any person that we authorise, even if there isn't an emergency.

## **15.10 Dealing with emergencies – for gas customers only**

In a gas emergency, we or the **network operator** may need you to stop using gas.

Where your gas usage exceeds 732,000kWh per year, you must provide us with named contacts and telephone numbers to enable access 24 hours per day. You must notify us immediately if these change.

## Section 16

# Glossary

In these terms and conditions, our **renewal offer letters** and **contract confirmation letters** that we send you, we use particular words and phrases to have particular meanings. These are the meanings they take:

### Advanced meter

A specific type of meter that we can communicate with which will record and send us your **meter reading** remotely.

### Authorised supply capacity/ASC

The agreed maximum capacity that a customer with **half hourly metering** is authorised to take from the local electricity network, measured in kilovolt-amperes (kVA).

### CCL equivalent charge

An amount calculated by multiplying your total electricity consumption in the billing period with the current applicable **CCL**.

### CCL exempt product

A supply of **energy** from either **good quality CHP electricity** or **renewable electricity** which, in accordance with the Finance Act 2000, Schedule 6 partially or wholly exempts the consumer receiving that supply from **CCL**.

### Climate Change Levy (CCL)

A tax on business electricity and gas supplies introduced in the Finance Act 2000.

### Combined Heat and Power (CHP)

This is the on-site generation of electricity where the heat produced as part of the generation process is also used on the site, which makes it more **energy** efficient than traditional forms of generation.

### Consumption data

The data we receive which measures your usage over a period of time.

### Contract

Except where this is a **deemed contract**, the **contract** between you and us is made up of:

- these terms and conditions
- the **plan**, including but not limited to any conditions contained within the **contract confirmation letter**
- any annexes, appendices, or documents referred to in these terms and conditions; and
- any subsequent letters changing prices or other terms of your **contract**.

**Contract confirmation letter**

A letter sent to a customer who has accepted our offer of a **plan**, or who has not responded to a **renewal offer letter** on or before the notice date. A **contract confirmation letter** confirms the prices and terms and conditions that apply.

**Data Collector**

An agent appointed to provide data retrieval and/or data processing services.

**Deemed contract**

Where we supply **energy** to **premises** without there being an agreed **contract** between you and us, that supply is taken under a **deemed contract** in accordance with legislation. Where there is a **deemed contract**, the **contract** between you and us is made up of these terms and conditions and our deemed prices as explained in section 1.

**De-energise/De-energised**

Where an electricity supply is temporarily interrupted so that electricity cannot flow from the network to the **premises**, but it's not permanently **disconnected**.

**Disconnect/disconnected/disconnection**

The permanent removal of a meter, cabling and **service** from the property. This permanently removes the supply.

**Distribution system**

The network used to transport power from the national transmission grid to customers' **premises**.

**DSR payment**

A payment made by us to you:

- for the provision of emergency steps to reduce or discontinue the offtake of gas by a Gas Transporter due to a **Gas Deficit Emergency**; and
- made in accordance with the Transportation Principal Document Section Q of the **Uniform Network Code**.

**End Date**

The last date on which the current charges and/or pricing mechanism is applicable. The **end date** is shown in the **contract confirmation letter** and for **fixed price plans** on bills.

**Energy**

Electricity and/or gas, as appropriate.

**Excess capacity charge(s)**

The charge incurred when you exceed the **ASC** the **network operator** has agreed to make available for your **meter point(s)**.

**Fixed price plan**

A **plan** where the prices we charge for a supply of **energy** are fixed for a period of time. Prices on a **fixed price plan** can still change in certain situations - see section 9.2.

**Firm Load Shedding**

The reduction or discontinuance of gas at a **meter point(s)** as defined in the **Uniform Network Code**.

**Gas Deficit Emergency**

A network gas supply emergency as defined in the **Uniform Network Code**.

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### Good quality CHP electricity

Qualifying **CCL** exempt electricity in accordance with the Finance Act 2000 Schedule 6 Para 20(A), produced by **CHP** generation and meeting the CHPQA criteria by the Department for Environment Food and Rural Affairs.

### Green Deal

A government scheme to allow **premises** to be fitted with **energy** saving improvements that are paid for through the **energy** bills for those **premises**. The extra payments on the **energy** bills shouldn't be more than the money saved by having the improvements fitted.

### Green Deal charges

The repayments due to a **Green Deal provider**.

### Green Deal premises

**Premises** where there are outstanding **Green Deal charges**.

### Green Deal provider

An accredited company that provides the assessment, finance and/or installation of a **Green Deal**.

### Half hourly metering/half hourly meter

A meter and associated equipment that measures electricity consumption every half hour and sends the data electronically to your supplier.

### Letter of authority

A signed letter on your business' headed notepaper, or a verbal recording by an authorised party which grants authority for a **third party intermediary** to act on your behalf in relation to this **contract** and/or your **energy** supply.

### Levy exemption certificate

A certificate issued by **Ofgem** as evidence that electricity was produced from a qualifying **good quality CHP electricity** or **renewable electricity** source and therefore is not liable for **CCL**.

### Material breach(es)/materially breach

A breach serious enough to destroy the value of the contract and give basis for an action for breach of contract.

### Meter reading

A measurement, in units of **energy**, recorded on a meter used to calculate consumption over time.

### Meter point(s)

The point at which **energy** is metered prior to supply to your **premises** and at which ownership and risk in that **energy** passes to you. There may be more than one **meter point(s)** at each **premises**.

### Metering Agent(s)

An agent appointed by us, including an agent appointed by us on your instruction, to provide, install, maintain or administer the metering equipment, provide data retrieval and/or data processing services or to carry out the aggregation of metering data.

### Micro business

A type of **small and medium enterprise** which:

- employs fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet of less than €2,000,000; or
- uses no more than 100,000kWh

of electricity a year across all its sites; or

- uses no more than 293,000kWh of gas a year across all its sites.

### Network operator

The **network operator(s)** are the companies which manage the electricity and/or gas **distribution systems** that supply your **premises** from the grid.

### Notice date

The date by which you have to tell us that you want to switch supplier at the end of your **fixed price plan** and avoid being moved to a **variable price plan** or being charged at our **out of contract prices**. To find the **notice date**, go to the 'your plan' section of the **contract confirmation letter** of your current **plan**, or for **fixed price plans** your bill.

### Ofgem

The UK energy regulator, established by legislation. For more information go to [ofgem.gov.uk](http://ofgem.gov.uk)

### Out of contract prices

The prices we charge after a **plan** has been ended by you or us and no new **plan** is agreed. These prices are typically higher than our **plan** prices. These terms and conditions will continue to apply.

### Outstanding balance

Where:

- the method of payment is pay on receipt of a bill and the balance on the account has been overdue for more than 14 days after we sent you a bill; or
- a fixed monthly Direct Debit

has been set up to pay for **energy**, and;

- the debit balance on the account is more than one month's Direct Debit payment; or
- there has been an unpaid Direct Debit in the last three months and there is a debit balance on the account.

### Plan

Either a **fixed price plan** or a **variable price plan** and is our statement of charges and special conditions applicable to the supply of **energy** to your **premises** as shown in the 'your plan' section of the **contract confirmation letter**.

### Premises

The location or locations which you are **responsible** for where we supply the **services**.

### Prepayment meter

A meter which requires payment before supply can be taken. This includes **prepayment meters**, Pay-As-You-Go (PAYG) meters and **smart meters** in the PAYG setting.

### Qualified

For electricity as defined in the Balancing and Settlement Code, and in respect of Meter Operators, also being a signatory to the Meter Operation Code of Practice Agreement. For gas, registered and approved under the **Ofgem** Meter Asset Manager's Registration Scheme, details of which can be found on Ofgem's website.

### Reactive power charge(s)

The charge levied by the **network operator** when a **premises** uses a significant amount of unproductive power.

### Registered supplier

The supplier registered as the official supplier of **energy** to the **premises**. For electricity the details are held with the Meter Point Administration Service (MPAS), for gas the details are held with Xoserve.

### Renewable electricity

Qualifying CCL-exempt electricity in accordance with the Finance Act Schedule 6 Para 19, produced from renewable sources as listed in Regulation 47 of the Climate Change Levy (General) Regulations 2001.

### Renewal offer letter

We'll send you a **renewal offer letter** to propose pricing and other commercial terms and conditions to you after the **end date** of your **fixed price plan**, and the **plan** or prices that will apply if no new **plan** is agreed.

### Responsible

For a tenant or occupier, you're **responsible** for **premises** from the **start date** of your lease - or the date you occupied the **premises** if this is earlier. For a landlord or owner, you're responsible for **premises** when there is no tenant or occupier **responsible**, including when the **premises** are vacant or a tenant has just moved out.

### Security deposit

A sum of money paid to us, which forms part of your commercial terms. **Security deposits** are paid back when you leave us or after a set period of time when certain conditions have been satisfied.

### Service/services

The supply of **energy** (gas and/or electricity) and other related **services**, such as **smart metering** or us routing electricity you generate to the National Grid.

### Small and medium enterprise (SME)

A customer who typically has less than 20 sites and uses less than 1 GWh of electricity and/or less than 1.5 GWh of gas each year.

### Smart meter/smart metering

**Smart metering** is a **service** - using specialist equipment installed onsite - through which we can take reads and **consumption data** from your meter remotely without visiting your **premises** and, in many cases, switch your **energy** supply on or off remotely.

### Start date

The day on which the supply of **energy** to your **premises** is proposed to commence specific to a **plan** you agree with us.



### Third party intermediary (TPI)

An **energy** broker or **energy** consultant who provides price comparison, **energy contract** advice and in some instances utility management to businesses. In most instances, charges for **services** provided to you by **third party intermediaries** will be included in your **energy** rates. Speak to your **third party intermediary** for more details, where applicable.

### Uniform network code

The code of that title and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found on the Joint Office of Gas Transporters website.

### Variable price plan

A variable electricity **plan** or a variable gas **plan**. The prices we charge for supply of **energy** on a **variable price plan** may go up or down. We may change them at any time. A **variable price plan** doesn't have an **end date**; 30 days' notice is required to end the **plan**.

### Working days

Any day except Saturdays, Sundays and public holidays in England and Wales.

### Write/writing/written

Includes electronic communication where this has been consented to or where we're responding to an email from you.





In this document you will find the detailed terms and conditions of service for Make It Cheaper Ltd. For your benefit and ease of use, we have set out below the principal terms which come into effect once a customer uses the Make It Cheaper Ltd switching service.

- 1. The circumstances under which Make It Cheaper Ltd will compensate customers for any loss occurring as a result of an act or omission made by Make It Cheaper Ltd in carrying out the Switching Service. See Clause 9.4 for more information.**
- 2. The Make It Cheaper Ltd Switching Service is free of any charges except when a customer subsequently decides not to continue with the transfer after having agreed upon a verbal contract. See Clause 4.17 for more information.**

If you have any specific questions in relation to our terms and conditions, our Customer Service team will be more than happy to help. Likewise if you feel that we did not handle your issue in the right way or there is a problem we might be able to fix, please get in touch. Your views are very important to us. If we have not delivered the standard of service you expected, or if we made a mistake, we would like to know. We will investigate the situation and set about putting it right as quickly as we can, if we can. We don't want to make the same mistake again so your feedback is very important to us.

**Make It Cheaper's Customer Service Team can be reached on freephone 0800 970 0226**

#### **TERMS AND CONDITIONS OF SERVICE**

These Terms govern the use by the Customer of any of the Services that MIC agrees to provide to the Customer from time to time, whether via the Site, the Call Centre or otherwise. Please read these Terms carefully before accepting these Terms and using the Services. By using the Services you signify that you have read, understand and agree to be bound by these Terms as well as the terms and conditions set out in our Privacy Policy <http://www.makeitcheaper.com/about-us/privacy-policy.aspx> and the Website Terms of Use <http://www.makeitcheaper.com/about-us/terms--conditions.aspx> If you do not agree to these Terms, the Privacy Policy and the Terms of Use, do not use the Services.

#### **1. DEFINITIONS**

The following definitions apply to these Terms and Conditions of Service (the "Terms"):

**Contract Cancellation Administration Fee:** has the meaning set out in clause 4.17.

**Call Centre:** means the call centre operated by MIC for the purposes of providing the Services.

**Contract Checking Service:** means the contract checking service that MIC agrees to provide to the Customer whereby MIC obtains, on the Customer's behalf, information about the Customer's existing contractual position with the Customer's Existing Supplier as is more particularly set out in <http://www.makeitcheaper.com/business-electricity/business-electricity-contract-checking.aspx>.

**Credit Score Criteria:** means the credit rating requirements as may be determined and required by MIC and/or the Supplier from time to time in order for a Customer to qualify to use the Services and contract with a Supplier.

**Customer:** means any non-domestic commercial customer who satisfies the eligibility requirements set out in clause 3.2 and to whom MIC agrees to supply any of the Services from time to time.

**Existing Supplier:** means the Customer's existing third party energy/utilities supplier.

**Intellectual Property Rights:** means any and all intellectual property rights, including without limitation; copyright, patents, rights in inventions, design rights, trademarks, service marks (in each case whether registered, unregistered or the subject of an application to register), moral rights, database rights, rights in computer programs, semi-conductor topographies, confidential information, trade secrets, know-how, business, trade and domain names, rights in goodwill and rights to bring a claim for passing off, unfair competition rights and all similar, like and analogous rights wherever held in the world and all extensions revivals and reversions thereof and, in each case, all equivalent forms of protection which subsist now or which subsist in the future.

**Letter of Authority:** means a letter that the Customer will sign authorising MIC to act on its behalf and to contact and liaise with the Customer's Existing Supplier, as may be required in the course of MIC providing the Services.

**MIC:** means Make It Cheaper Limited, which is a company registered in England and Wales under company number 05949018 and which has its registered office at Aston House, Cornwall Avenue, London N3 1LF. Make It Cheaper Limited's trading

address is 5th Floor, Lloyds Chambers, 1 Portsoken Street, London, E1 8BT.

**Price Comparison Service:** means the price comparison service that MIC agrees to provide to the Customer whereby the Customer is provided with free, impartial information on Suppliers' prices in relation to the services and products offered by the Suppliers, as is more particularly set out in <http://www.makeitcheaper.com/about-us/our-promise.aspx>.

**Quotation:** means a quotation provided to the Customer by MIC on behalf a Supplier which sets out the terms and prices upon which a Supplier may be prepared to supply the Supplier Services to the Customer.

**Do It For You:** means the renewal service that MIC provides to the Customer whereby the Customer appoint MIC as its exclusive agent with authority to negotiate, secure and enter into on behalf of the Customer new Supply Contracts and to terminate any existing Supply Contracts relating to each separate Supply Number during the Term applicable to any such Supply Number.

**Services:** the services provided by MIC whether via the Site, the Call Centre or otherwise, to which the Customer chooses to subscribe from time to time, which shall include the Price Comparison Service, Do It For You, the Switching Service and the Contract Checking Service.

**Site:** means the website [www.makeitcheaper.com](http://www.makeitcheaper.com)

**Supplier:** means any third party energy/utilities supplier of services and/or products as may be selected by MIC and/or listed on the Site from time to time.

**Supplier Services:** means the energy/utilities supply services and/or products as may be agreed to be provided by a Supplier to a Customer from time to time.

**Supply Contracts:** means contracts with energy Suppliers for the supply of electricity and/or gas.

**Supply Number:** means electricity or gas meter points with administration or reference numbers.

**Switching Service:** means the switching service that MIC agrees to provide to the Customer whereby MIC agrees to either: (i) facilitate the switching of the Customer to the Supplier; or (ii) assist in the renegotiation of the Customer's arrangements with its Existing Supplier; in each

case if the Customer has accepted a Supplier's Quotation presented to it as part of the Price Comparison Service, as is more particularly set out in <http://www.makeitcheaper.com/about-us/our-promise.aspx>

## 2. Application of Terms

2.1 Subject to clause 2.2 below, these Terms shall apply to the provision of any Service by MIC to a Customer and shall apply in place of, prevail over and supersede any other terms or conditions contained or referred to elsewhere (whether in correspondence or otherwise) or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by MIC or a MIC authorised representative.

2.2 From time to time MIC may supplement these Terms with additional terms relevant to the provision of certain Services, including without limitation the Contract Management Services. These additional terms may be placed on the Site and/or sent to you and you agree that any such additional terms are hereby incorporated into these Terms.

## 3. Subscribing to the Services

3.1 In order to use any of the Services, the Customer will need to register with MIC via the Call Centre or the Site. MIC may, in their sole discretion, refuse to register any business as a Customer.

3.2 In order to be eligible to register to use the Services, the Customer must:

- a) be a business that is resident in the UK;
- b) be aged eighteen years or over (if a sole trader);
- c) meet any Credit Score Criteria required by MIC and/or any Supplier; and
- d) be able to provide MIC with all such relevant information as MIC may require in order to provide the Services to the Customer.

## 4. Provision of Services

### Price Comparison Service

4.1 If the Customer opts for and MIC agrees to provide the Price Comparison Service, MIC will use its reasonable endeavours to negotiate and secure as favourable and competitive prices as possible on behalf of the Customer and will provide the Customer with any relevant Quotations obtained by the Suppliers for consideration by the Customer. MIC and the Supplier reserve the right to revise, amend or withdraw any Quotation at any time upon informing the Customer.

4.2 The provision of any Quotation by a Supplier via MIC does not constitute an offer to the Customer and the terms of a Quotation and duration for which any Quotation will be valid will

vary depending on the Supplier. The Customer's acceptance of a Quotation constitutes a non-revocable offer by the Customer to engage the Supplier to provide the Supplier Services and once such an offer has been made by the Customer, the Customer shall be committed to such offer and shall not be entitled to revoke the offer.

4.3 All offers made by Customers shall be subject at all times to the Supplier's acceptance and the Supplier shall be entitled at any time to refuse to accept a Customer's offer for any reason at the Supplier's sole discretion. No offer placed by the Customer shall be accepted by the Supplier other than: (a) by a written acknowledgement issued and executed by the Supplier; or (b) (if earlier) by the Supplier starting to provide any of the Services.

#### **Do It For You Service**

4.4 If the Customer opts for and MIC agrees to provide the Do It For You Service, MIC will use all reasonable endeavours to secure a new Supply Contract relating to any Supply Number at the best available rates for which the customer is then eligible from Energy Suppliers featured in the MIC Supplier Panel.

4.5 The Do It For You service will commence on the date the Customer signs a copy of the Do It For You contract and end on the date on which either the customer or MIC terminates the agreement in accordance with the directions on the Do It For You Contract.

4.6 By signing the Do It For You contract the Customer agrees to the terms of that contract which also includes these general MIC Terms and Conditions of Service.

4.7 The Customer then appoints MIC to act as its exclusive agent in relation to the negotiation and execution of a new Supply Contract once the then existing Supply Contract has reached its Do It For You date for that Supply Number or the first business day thereafter.

4.8 The Do It For You Date is one of twelve possible dates in the calendar year, with one occurring every calendar month. MIC will select the most suitable date that provides the optimum time frame to secure your new Supply Contract. The date is stated in the Do It For You contract and will be confirmed to the customer when signing.

4.9 The Customer has the right to terminate the Do It For You Service Contract by following the directions in the Do It For You contract, and MIC will take no action on the next Do It For You Date for any Supply Number (s) in respect of which Term of its appointment has been terminated.

4.10 MIC will provide the Customer with updates at appropriate times to their designated email account detailing the status of the Supply Contracts, the Do It For You dates for each Supply

Contract, and a reminder of how to revoke the Do It For You contract with MIC.

4.11 The Customer undertakes to inform MIC promptly, and not less than 5 working days prior to any relevant Do It For You date of the following:

4.11.1 A change of tenancy (COT) of the Customer

4.11.2 Any significant increase or decrease of electricity or gas requirements at the Customer's premises.

4.11.3 If the Customer's business changes hands or another party assumes financial responsibility.

4.11.4 If the Customer's designated email address changes

4.11.5 If the Customer's business ceases trading, or enters into any form of insolvency procedure.

Any changes should be sent to MIC via email at [DoltForYou@makeitcheaper.com](mailto:DoltForYou@makeitcheaper.com) or to our address.

4.12 In the event that a new Supply Contract does not go live for any unforeseen reason beyond MIC's control, the applicable Supply Number will be removed from the Do It For You contract, other Supply Numbers on the contract will not be affected.

4.13 We may check your credit score before the contract starts, before the start of a pricing period and at other times during this contract.

#### **Switching Service**

4.14 If the Customer makes an offer based on a Quotation and if the Supplier accepts the Customer's offer, MIC will provide the Switching Service which will include organising the contract between the Supplier and the Customer (the "Contract") for the supply and purchase of the Supplier Services. MIC shall not be responsible for any delay or failure caused by any Supplier or Existing Supplier in relation to effecting any transfer.

4.15 MIC will arrange the Contract based on the information provided by the Customer to MIC. Prior to completion of the Contract, the Customer's information will be confirmed by MIC with the Customer by email, via the Call Centre or by letter. It is the Customer's responsibility to ensure at this point that all the Customer information is true, accurate, complete, reliable and current in all respects and to inform MIC promptly if there are any errors and/or if any amendments are required. If any of the Customer information needs to be amended or rectified, this may result in the transfer being delayed or rejected by the Supplier.

4.16 Once the Contract is in final form, MIC will send a summary of the key terms of the Contract to the Customer. The Customer must check that all the details are correct and must inform MIC of any errors and/or amendments within 24 hours of receipt.

4.17 If a Customer subsequently decides to not proceed with providing its custom to the Supplier in respect of which MIC has performed the Price Comparison Service and the Switching Service, MIC shall be entitled to charge the Customer an administration fee of £150 plus VAT (the “**Contract Cancellation Administration Fee**”).

4.18 The Customer agrees that within reasonable time and by no later than 15 days prior to the last day upon which notice to terminate the Contract can be served by the Customer, the Customer shall contact MIC so as to enable MIC to perform the Price Comparison Service again on behalf of the Customer. MIC shall also be entitled, but not obliged to, contact the Customer for the same purpose.

4.19 The Customer acknowledges that by entering into a Contract with a Supplier, the Customer will be contracting directly with the Supplier and not with MIC. The Customer agrees that MIC is not liable in any way in relation to any transactions, dealings or arrangements of any kind made between the Customer and any Supplier and that any such transaction, dealing or arrangements (including, without limitation, any payment obligations of the Customer thereunder) are the Customer’s sole risk and responsibility.

#### **Contract Checking Service**

4.20 If the Customer opts for and MIC agrees to provide the Contract Checking Service, the Customer will be required to sign a Letter of Authority authorising MIC to contact and liaise directly with the Customer’s Existing Supplier and the Customer agrees to promptly provide to MIC all such information and assistance as MIC may require in order to carry out the Contract Checking Service.

4.21 Upon receipt of a signed Letter of Authority MIC will send to the Customer’s Existing Supplier a questionnaire requesting details of the key terms of the Customer’s arrangements with the Existing Supplier, including the contract end date, notice period, termination process, current prices and details of the Customer’s consumption.

4.22 Once MIC has received a response to the questionnaire from the Existing Supplier, MIC will use its reasonable endeavours to forward such response to the Customer. However, MIC shall not be responsible for any delay or failure by the Existing Supplier to respond to the questionnaire and/or to cooperate with MIC in relation to any

request MIC may make whilst performing the Contract Checking Service.

4.23 For the avoidance of doubt, MIC shall not be responsible for the provision of any Supplier Services.

#### **5. Charges**

5.1 Save in respect of clause 4.17 above, MIC will provide the Services free of charge. However, MIC reserves the right to be entitled to charge for any of the Services and/or impose charges at any time in its sole discretion, upon reasonable notification to the Customer. If the Customer does not agree to such charges, the Customer shall be entitled to opt out of receiving the Services to which it had subscribed.

5.2 Any Administration Fee payable under clause 4.17 above shall be payable to MIC by no later than 30 days from the date of the invoice for the same.

5.3 Without prejudice to MIC’s other rights and remedies, if the Customer fails to pay when due any amount payable by it under or in connection with these Terms, it shall forthwith on demand by MIC pay interest on the overdue amount from the due date until the date of actual payment (after as well as before judgment) at the rate of 8 per cent per annum or such percentage equivalent to the statutory rate of interest prescribed for judgments from time to time in place. In the alternative and where appropriate, MIC reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

#### **6. Customer's obligations**

6.1 In addition to the Customer’s other obligations set out in these Terms, the Customer warrants, represents and undertakes:

- a) to co-operate with the Supplier(s) in all matters relating to the Services including, without limitation, providing all relevant information in a timely manner as the Supplier(s) and/or MIC may require from time to time and that all such Customer information will be true, accurate, complete, reliable and current in all respects;
- b) to comply at all times with these Terms and any applicable terms and conditions imposed by a Supplier in relation to the supply of the Supplier Services;
- c) that any password, user details and/or account number allocated to or created by the Customer to enable the Customer to use the Services shall be kept confidential by the Customer at all times. MIC will be entitled to assume that any person using the Customer’s password, user details and/or account

number is the Customer or someone doing so with the Customer's permission. The Customer shall be responsible and liable for any actions of any person using the Customer's password, user details and/or account number and shall immediately notify MIC of any unauthorised use of the same.

## 7. Intellectual property rights

The Customer agrees that any and all Intellectual Property Rights in or to the Services, any information and/or materials provided the Customer, the Site and any content therein (including, without limitation, the look and feel of the Site) shall remain owned by MIC and/or its licensors and any use or attempted use of any of the same shall constitute an infringement of MIC's (and/or its licensors') Intellectual Property Rights and may expose the Customer to both civil and criminal liability.

## 8. Termination

8.1 Without prejudice to the foregoing and any other rights and remedies that MIC may have, MIC shall be entitled to terminate or suspend the Services immediately upon written notice to the Customer in the event that: (a) the Customer is in breach of any of the provisions of these Terms and that in the case of a breach capable of remedy, such breach shall not have been remedied within 7 days of the date of a written notice from MIC to the Customer specifying such breach; or (b) MIC suspects on reasonable grounds that the Customer may have committed or attempted to have committed any fraud against MIC and/or any Supplier.

8.2 The Customer hereby agrees to indemnify, keep indemnified, defend and hold MIC and its parent companies, subsidiaries, affiliates and each of their respective officers, directors, employees, owners, agents, suppliers, contractors, partners, information providers and licensors harmless from and against any and all claims, damages, liability, demands, losses, costs and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any of such parties and any claims or legal proceedings which are brought or threatened arising out of or in connection with any use by or conduct of the Customer in relation to any of the Services, any transactions, dealings or arrangements made with any third party as a result of using the Services or any breach of any of the provisions of these Terms or of any law or the rights of any third party.

## 9. Limitation on Liability

9.1 MIC will exercise all reasonable skill and care in providing the Services. However, the

performance of the Services by MIC may be dependent upon third parties (including, without limitation, Suppliers and Existing Suppliers) and MIC is not able to guarantee

or accept any responsibility for any failure or delay caused by such third parties or for any inaccurate, incomplete or unreliable information provided to the Customer by such parties via MIC.

9.2 MIC shall use its reasonable endeavours to ensure that all pricing information provided by MIC to the Customer as part of the Pricing Comparison Service is accurate, current and reliable in all material respects. However, save in respect of the foregoing, MIC does not warrant and excludes all liability in respect of the accuracy, completeness, fitness for purposes or legality of any information accessed as a result of the Customer's use of the Services, the Site or the Call Centre or otherwise communicated by MIC to the Customer.

9.3 Except as expressly provided in these Terms, the Services and the Site are provided on an "as is" basis without representation or warranty of any kind and to the fullest extent permissible pursuant to applicable law MIC disclaims all other conditions, representations, statements and warranties, either express or implied (whether by common law, custom, statute or otherwise).

9.4 Subject to the foregoing, if by any mistake, act or omission of MIC in the performance of the Services, the Customer suffers a direct financial loss as a result of such mistake, act or omission, MIC will compensate the Customer for such direct loss on the following basis:

- a) the Customer must submit any claim within 3 months of identifying the mistake, act or omission that has resulted in such direct loss and must follow MIC's claims process, as is more particularly set out in <http://www.makeitcheaper.com/about-us/claims-process.aspx>; and
- b) MIC's total liability for all losses of whatever nature suffered by the Customer as a result of such mistake, act or omission is strictly limited to the lesser of: (i) the amount that the Customer would have saved but for MIC's mistake, act or omission; or (ii) the commission fee earned by MIC from the Supplier as a result of MIC securing and finalising the Contract between the Supplier and the Customer, which can be found by emailing the customer ID to [commission@makeitcheaper.com](mailto:commission@makeitcheaper.com).
- c) Subject to clause 9.6, the Customer acknowledges and agrees that MIC shall not be liable for:
  - (a) any indirect loss, claim or damage, or any punitive, special, incidental or consequential

damages of any kind that are not directly associated with the Customer's claim;

(b) any loss of profit or savings;

(c) loss or corruption of data or information;

(d) loss of contracts, business or opportunity;

(e) damage to goodwill or reputation(s); in

each case whether direct or indirect and in

each case whether based in contract, tort

(including without limitation negligence),

strict liability, or otherwise, arising out of or

in connection with these Terms, the Services,

the Site and/or any use thereof, in each case

even if MIC has been forewarned or is aware

of the possibility of such loss or damage.

9.5 MIC does not exclude or limit its liability (if any) in any way:

a) for death or personal injury caused by MIC's negligence;

b) for fraud or fraudulent misrepresentation; or

c) for any matter from which it is unlawful to exclude, or attempt to exclude, MIC's liability.

#### 10. Data protection

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Customer in accordance with MIC's Privacy Policy, as is more particularly set out in <http://www.makeitcheaper.com/about-us/privacy-policy.aspx>. The Customer also grants MIC permission to investigate their supply details on the relevant industry databases (including but not limited to Transco, Xoserve, ECOES, Companies House, HRMC, The Charity Commission for England and Wales) in order to provide any quotation, or facilitate any contract or transfer.

#### 11. Force majeure

MIC shall have no liability to the Customer if it is prevented from or delayed in performing any of its obligations in relation to the provision of any of the Services, or from carrying on its business, by acts, events, omissions or accidents beyond MIC's reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of MIC or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, and MIC shall be entitled to a reasonable extension of the time for performing such obligations in the event of any such occurrence.

#### 12. No Waiver

Any failure or delay by MIC to enforce any of its rights under these Terms is not to be taken as or deemed to be a waiver of that or any other right unless MIC acknowledges and agrees to such a waiver in writing.

#### 13. Severability

If any clause or part of a clause of these Terms is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these Terms. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these Terms.

#### 14. Third Party Rights

Except as expressly provided in clause 8.2, the parties agree that the provisions of these Terms are personal to them and are not intended to confer any rights of enforcement on any other third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract or to any of its provisions, other than clause 8.2.

#### 15. Transfer of rights and obligations

15.1 These Terms are binding on the Customer and MIC and on each parties' respective successors and assigns.

15.2 The Customer may not transfer, assign, charge or otherwise dispose of these Terms, or any of its rights or obligations arising under them, without MIC's prior written consent.

15.3 MIC may at any time transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of its rights or obligations arising under them.

#### 16. Entire Agreement

The warranties, exclusions and other express provisions of these Terms, the Privacy Policy and the Terms of Use set out the full extent of our obligations and liabilities concerning the subject matter and supersede any previous agreements between the parties relating thereto.

#### 17. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

This electronic document was sent to the below email address:  
[info@phillipsgeorge.co.uk](mailto:info@phillipsgeorge.co.uk)