



Standard terms and conditions

For small
and medium
enterprises
(SMEs)

which includes
micro businesses
serviced in
our SME Team

Effective from
9 April 2018

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 any documents 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.

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** have 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 **premises** we supply.

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; or
- 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. For the avoidance of doubt, **prepayment meters** do not include **traditional prepayment meters**.

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 **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.

If you have agreed a new **contract** with us as you've moved into **premises** we supply, we may request to see evidence that you are **responsible** for the **premises**. If you or your **authorised representative** do not provide us with evidence and/or we reasonably believe you've acted **fraudulently** we may terminate your **contract**.

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; or
- if your existing supplier objects to you changing supplier because you owe them money; or
- if we don't have all the information we need to complete the transfer despite taking reasonable steps to obtain it; or
- 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
- for electricity only, any transfer of your **meter point(s)** is not completed by the fourth time we attempt to register a **meter point(s)**; 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 or your **third party intermediary** provide us with false, incomplete and/or inaccurate information; or
- you agree a **plan** and/or **contract** through a **third party intermediary** and that **plan** or **contract** fails our **validation checks**.

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.

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**.

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.

If you give us notice to terminate your **contract** after your **notice date**, the termination will apply 30 days after the date we receive your notice. You'll remain on your **fixed price plan** prices until the end of your **fixed price plan**. If we still supply you after your **end date** you'll be charged at our **variable price plan** prices for the remainder of the 30 days' notice period. If you do not transfer to another supplier or agree another **fixed price plan** with us after the 30 days you'll move to our **out of contract prices**.

Fixed price plans may not be available to you if you have an **unmetered supply** or a **developer** serviced by our New Connections team.

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. If you agree a new **contract** or **plan** with us before these 60 days, we will not send you a **renewal offer letter**.

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 onto 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.

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.

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.

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**.

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

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.

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.

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 you tell us that you wish to terminate your **contract** prior to us notifying you of a price change, we will not raise your prices for 30 days after your notification to us. If you give us notice to terminate your **contract** after we have notified you of a price change and your 30 day notice period takes you past the date the price change takes effect then you shall be charged our latest **variable price plan** prices (as notified to you) for the remainder of your 30 days' notice period past the date the price change comes in to effect.

If, at the end of your 30 day notice period to terminate, you have not switched supplier or agreed a new energy plan with us you will move to our **out of contract prices**.

If we increase your prices, we'll tell you in advance where we can. You can find our latest prices on our website or by 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).

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**, 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.

If you have any **premises** left under your **contract**, we'll add anything you owe to your account. Otherwise we will include it in your final bill.

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**, 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 (in accordance with this section 7.2) that you want to cancel or terminate your contract and switch to another supplier. The terms in section 7.3 will then apply.

Where the changes we propose are significantly to your disadvantage and you are on a **fixed price plan** you can give us notice that you want to cancel, or terminate your **contract**, provided that the proposed changes are due to take effect before your **end date**. You can provide notice to cancel or terminate your **contract** by calling us using the contact details in the letter we send to you to notify you of the change(s). You must do this within 10 days of the date we notify you of the proposed changes. You'll then have 30 days from notifying us that you do not wish to accept the proposed changes, to transfer the **services** to another supplier. If you do not notify us that you do not wish to accept the proposed changes we'll apply the changes from the date they were due to take effect. If you change your mind and wish to accept the proposed changes within the above period you can contact us and cancel the termination.

If you are on a **variable price plan** you can give us 30 days' notice to terminate your contract and switch to another supplier at the end of your notice period in accordance with sections 5.2 and 5.3. The terms in section 7.3 will apply.

If the **services** do not transfer to another supplier within 30 days of the date of your notification for **fixed price plans** or after the 30 days' notice period for **variable price plans**, you'll move to our **out of contract prices** (unless, in relation to a **fixed price plan**, you have contacted us to cancel the termination within the above period).

If you do not notify us that you do not wish to accept the proposed changes 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; or
- we cancel access to your online account and withdraw an online discount because you have failed to view your bills online.

- 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**.

If you agree a new **contract** with us your existing **contract** will come to an end on the date at which your new **fixed price plan** starts.

7.3 Cancelling or terminating your contract and switching to another supplier

If you're in a **fixed price plan** you can terminate your **contract** at any time by giving notice. Except where section 7.2 applies, termination will not take effect until after your **fixed price plan** has ended. If you want to switch supplier immediately after your **plan** ends, you need to give us notice to cancel or terminate your **contract** on or before the **notice date**.

If you're in a **fixed price plan** and give us notice to cancel or terminate your **contract** after the **notice date**, termination will take place 30 days after the date you contact us to terminate your **contract**. You'll remain on your **fixed price plan** prices until the end of your **fixed price plan**. After your **end date** you'll be charged at our **variable price plan** prices for the remainder of the 30 days' notice period. If you do not transfer to another supplier or agree another **fixed**

price plan with us after the 30 days' notice period you'll move to our **out of contract prices**.

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;
- you are on a **variable price plan** or **fixed price plan** and 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;
- an alternative supplier attempts to register a meter point in error;
- you ask us to stop the transfer;
- the new supplier attempts to register your 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**;
- we reasonably believe you or a third party acting on your behalf has acted fraudulently.

If you've given us notice to terminate by the **notice date** 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 on our website or by contacting us.

7.4 When we can end your plan

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

- we agree that you can pay, by fixed Direct Debit, an **outstanding balance** as well as the cost of ongoing consumption and you subsequently:
 - a. cancel your Direct Debit; and

- b. do not pay the balance on your account; or
- c. refuse to have (or we are unable to fit) a SME PAYG meter; or
- d. refuse to pay a **security deposit**;
- 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;
- we reasonably believe you've acted **fraudulently**.

Where:

- you agree a **plan** and/or **contract** through a **third party intermediary** and that **plan** or **contract** fails our **validation checks**; and/or
 - following an unsatisfactory credit check, we made you an offer of a **fixed price plan** subject to you agreeing to pay by fixed Direct Debit for the duration of your **contract** and you:
 - cancel your Direct Debit; and
 - refuse to have (or we are unable to fit) a SME PAYG meter; or
 - refuse to pay a **security deposit**;
- we will end your **plan** and the conditions of section 11.5 will apply.

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 onto 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 **out of contract prices** on our website and our **de-energised** 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.

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 **plan** 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 don't provide final meter reads when you move out of a **premises** there may be a delay in sending you a credit refund. We may use any credit in accordance with section 11.4 before sending you a credit refund.

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

We can end your **plan** and charge you at our **out of contract prices** and/or **de-energise** your supply if:

- we agree that you can pay, by fixed Direct Debit, an **outstanding balance** as well as the cost of ongoing consumption and you subsequently:
 - a. cancel your Direct Debit; and
 - b. do not pay the balance on your account; or
 - c. refuse to have (or we are unable to fit) a SME PAYG meter; or
 - d. refuse to pay a **security deposit**;
- 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.

Where, following an unsatisfactory credit check, we made you an offer of a **fixed price plan** subject to your agreeing to pay by fixed Direct Debit for the duration of your **contract** and you;

- a. cancel your Direct Debit; and
- b. refuse to have (or we are unable to fit) a SME PAYG meter; or
- c. refuse to pay a **security deposit**;

we can end your **plan** and the conditions of section 11.5 will apply.

When you can end your plan

If you're on a **fixed price plan**, except where section 7.2 applies, there are no circumstances where you can end your **plan** prior to your **end date**.

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 or your **authorised representative** has 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; or
- you agree a **plan** and/or **contract** through a **third party intermediary** and that **plan** or **contract** fails our **validation checks**.

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 **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** and we'll transfer your account to our Corporates team.

- 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 you do not switch to another supplier within 30 days of your call, we'll move you on to our **out of contract prices** unless you call us to say that you have changed your mind at which point we will not terminate your **contract** and the changes we told you about will apply from the date we've stated.

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**.

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**



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.

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



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. Where we give you notice of a price change the conditions of sections 5.2, 7.2 and 7.3 will apply. You can find our latest prices for our **variable price plan** by visiting our website or contacting us.

If you've agreed a **fixed price plan**



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

We won't change these prices before the **end date** stated in 'your plan' except in any of the situations in section 9.2.

If we've ended your **plan** and we haven't agreed a new **plan** with you;

or if you've cancelled or terminated your **contract** and your **fixed price plan** has ended or if you were on a **variable price plan**, the 30 day notice period has passed, but we still supply you



Our **out of contract prices**, you can find our latest **out of contract prices** by visiting our website or contacting us.

We can change these prices at any time. We'll notify you, where we can, in advance if we increase these prices.

If you're being serviced by our Corporates team, and following the end of your **fixed price plan**, you've not started your half hourly **contract** with us or changed to another supplier



Our **out of contract prices**, which you can find on our website.

Charges may apply even where **energy** is not being consumed at any **premises**.

9.2 Specific situations when we can change your pricing

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

These changes can include, but are not limited to where:

- you move, add or remove **premises**;
- changes to your supply affect your **capacity charges**, **excess capacity charges** and/or **reactive power charges** in accordance with section 13.3.1;
- you change your payment method;
- you make changes to your supply;
- we find that the information you or your **authorised representative** 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;
- it is specifically provided for elsewhere in these terms and conditions or any documents referred to within these terms and conditions.

We'll pass through to you any additional charges we incur as a result of you or your **authorised representative** 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 in accordance with section 13.1;
- your **premises** is not ready for a meter to be installed when we make an arranged visit;
- 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;
- it is specifically provided for elsewhere in these terms and conditions or any documents referred to within these terms and conditions.

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.

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.

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.

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).

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 6 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 manage your account online you won't receive paper bills from us so it is important you regularly review your account online. If you fail to log on and view your bills we may cancel the online account, and revert you to paper bills and we may withdraw any associated discount.

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** or **de-energise** your supply – in some cases remotely through your meter;
- issue legal proceedings against you to recover any monies owed; and/or
- transfer your debt to another organisation who will take title to the debt and arrange recovery of the amount owed. At this point your liability for the debt will transfer to the relevant third party organisation who may take action to pursue you for recovery of your debt.

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**.

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 **meter reading** to your new supplier, providing we have an agreement with them to do this.

If we can't obtain a **meter 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 or deem it to be a requirement (based on our internal risk assessment) 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.

12.6 Access to meter point(s)

You will provide us, our **network operator** and any **metering agents** with safe and reasonable access to the **meter point(s)** and/or metering equipment at all times. You will not obstruct access to a **meter point(s)** and/or metering equipment at any time and you will ensure that, where access to a **meter point(s)** and/or metering equipment requires a key, accompaniment by you or your **authorised representative** or any other form of assistance, access to the **meter point(s)** and/or metering equipment will not be unduly delayed as a result of non-availability. If we or our **metering agents** are unable to gain safe and reasonable access to a **meter point(s)** and/or metering equipment at any time we may notify you of the situation and, if it is not resolved to our satisfaction within 10 **working days** of the notification, we may pass through to you any additional costs incurred by us as a result of the failure.

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 Capacity charges, excess capacity, and reactive power charges

We will calculate capacity charges using the **ASC** provided by your **network operator** and the rates shown on your **contract confirmation letter**. If your **network operator** has not provided us with the **ASC** for a billing period we will calculate capacity charges using your **consumption data** and the rates shown on your **contract confirmation letter**. If you require a change to your **ASC** you must agree it in advance with your **network operator**. We may charge you **reactive power charge(s)** at the rates shown on your **contract confirmation letter**.

Where you exceed your **ASC** we may charge you an **excess capacity charge(s)** at the rates shown on your **contract confirmation letter**.

If you are on a **variable price plan, out of contract prices** or a **deemed contract** and are subject to capacity charge(s), **excess capacity charge(s)** and/or **reactive power charge(s)**, we will charge you at the rates stated in your latest **contract confirmation letter** or any subsequent letters advising you of a price change.

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. There will be 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 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.

13.6 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.

Personal data

14.1 Processing your data

If you provide any personal data to us under this **contract** E.ON Energy Solutions Limited will be the 'data controller'. Our Data Protection Office can be contacted at Newstead Court, Little Oak Drive, Annesley, Nottinghamshire, NG15 ODR

We will process your personal data in accordance with our privacy notice, as amended from time to time, which can be found at eonenergy.com/privacy or by contacting us to request a paper copy. Our privacy notice sets out:

- where we might get data about you from;
- why we need it;
- what we might do with the data (including who we might share it with);
- the circumstances in which your data might be transferred abroad; and
- how long we keep it for.

14.2 Your rights

You have a number of rights relating to the access to, and control of your data. These are also set out in our privacy notice.

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 good will 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.

15.1.1 Neither of us will be liable to the other for failure to fulfil their obligations under this **contract** if the performance of the affected party is prevented due to an **event of force majeure**. The affected party will let the other know as soon as reasonably practicable of the **event of force majeure** and take all reasonable steps to reduce its effects. The affected party will let the other party know immediately when the **event of force majeure** ends.

15.1.2 If an **event of force majeure** occurs and its effects continue for a period of 3 months, either party may terminate this **contract** immediately by **written** notice. In the event that this **contract** is terminated in accordance with this section 15.1.2 the conditions in section 1 shall apply.

15.2 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.

15.2.1 Unless we identify that you are not a **micro business** at the time you entered into a **contract** with us we will treat you as a **micro business** for the purposes of sales, renewals, contracts, contractual information, supplier transfers, **back billing** and information we provide on bills.

If you are not a **micro business** irrespective of whether you were deemed to be a **micro business** at the time you entered into a **contract** with us:

- a. we may not apply our **micro business** complaints process to your complaint; and/or

- b. your complaint may not be considered by the Energy Ombudsman; and/or
- c. we will not make any payments due under the standards of performance regulations to you.

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 (LOA)** from you to do so. Where you provide a **third party intermediary** with a **LOA** acceptable to us we shall provide them with the information specified in the **LOA**. If you wish to terminate the **LOA** you must tell us immediately in **writing** or by calling us. In the absence of any termination of your **LOA** we will continue to provide the information to the **third party intermediary** as agreed in the **LOA**.

If you have provided a **third party intermediary** with a **LOA** and we terminate our agreement with them we will not provide the **third party intermediary** with any further information relating to your **contract**, account or payment history unless otherwise agreed with you in **writing**.

Unless it specifically states otherwise, a **LOA** is valid from the date stated in the **LOA** for a period of 12 months.

We do not accept VAT declaration forms, Direct Debit mandates and/or **CCL** exemption forms signed by a **third party intermediary** even if there is a valid **LOA**.

We may contact you to confirm the validity of a **LOA**, where we are unable to confirm this with you, you agree that we will be unable to accept the **LOA** provided by the **third party intermediary**.

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.

In the absence of an express notification to the contrary we shall always deem you to be the customer taking the supply at the **premises** as shown on your **contract confirmation letter**. Where you are not the customer taking the supply but you are the owner of the **premises** that you have entered into a **contract** with us for, you accept that you shall be liable for all of the consumption at the **premises** and shall be deemed, for the purpose of this agreement to be the customer taking the supply, and shall be subject to all the relevant laws and regulations applicable to a customer.

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 3 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.

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.

15.11 Electronic communication

Where we send electronic communication to you we cannot guarantee that they are virus-free and we do not take responsibility for virus checking.

Internet communications are not always secure and we do not accept any liability for any message sent electronically. You are **responsible** for verifying its authenticity before acting on the contents.

Glossary

In these terms and conditions, our **renewal offer letters** and **contract confirmation letters** that we send you, we use particular words and phrases that 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 representative

A person who has authority to act on your behalf including, but not limited to, a person in a position of authority in your organisation, a **third party intermediary**, broker, consultant or managing agent.

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).

Back billing

The process by which we recover charges, for a **micro business** customer, for a period not billed or billed inaccurately and which is governed by either:

- the “Energy UK Voluntary Standards for back billing of micro business energy customers” or
- the supply licence conditions concerning back billing as introduced or amended by **Ofgem** under which we will only bill or recover charges for **energy**

consumed or charges accrued within:

- a. a period not greater than 12 months prior to the date of the bill or statement; or
- b. a period greater than 12 months prior to the date the bill or statement:
 - i. as a result of any obstructive or unreasonable behaviour by you we are unable to produce an accurate bill for the **energy** consumed; or
 - ii. **Ofgem** issue direction or guidance that does not prevent us from recovering charges for a period greater than 12 months.

The restriction in 2a above does not prevent us seeking repayment of a bill or statement which was produced in accordance with the supply licence conditions concerning back billing but remains unpaid after 12 months.

Climate Change Levy (CCL)

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

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 and/or electronic communication 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**. The **contract confirmation letter** confirms the prices and terms and conditions that apply. The **contract confirmation letter** will only be sent via electronic communication where you have provided consent to do so.

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**.

Developer(s)

A person, persons, organisation or company that builds or changes existing buildings to sell or rent.

Disconnect/disconnected/disconnection

The permanent removal of a meter, cabling and **service** from the **premises**. 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.

Event of force majeure

An act of God, industrial action (except where solely restricted to employees of the party claiming an **event of force majeure**), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, and any other cause which is beyond the reasonable control of the affected party.

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)**.

Firm Load Shedding

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

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).

Fraudulent/fraudulently

Including but not limited to, any deliberate act or omission by you that results in incorrect, false or incomplete information being provided to us and is intended to deceive in any way.

Gas Deficit Emergency

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

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 **data collector**.

Letter of authority (LOA)

A letter signed by a person in a position of authority in your organisation or, where a **third party intermediary** has entered into an agreement with us, a verbal recording by you which meets our requirements (available on request) that grants authority for a **third party intermediary** to act on your behalf in relation to this **contract** and/or your **energy** supply and which has been accepted by us.

Material breach(es)/materially breach(ed)

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

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 balance on your account has been overdue for more than 14 days from the date we sent you a bill and you pay either on receipt of bill or by variable Direct Debit;
- there is a debit balance on the account and there has been an unpaid fixed monthly Direct Debit in the last three months; or
- there is a debit balance on the account and a SME PAYG meter is being used to recover an unpaid amount from a previous bill.

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 Pay-As-You-Go (PAYG) meter and/or smart meter in the PAYG setting only and does not include **traditional prepayment meters**.

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 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.

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 1GWh of electricity and/or less than 1.5GWh 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, the costs of **services** provided by **third party intermediaries** will be recovered in your **energy** rates. Your broker or consultant will be able to provide you with details of the costs for their services that have been included in your **energy** rates. Speak to your **third party intermediary** for more details, where applicable.

Traditional prepayment meters

A conventional prepayment meter where credit is loaded onto a key or card which is then inserted into your meter.

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.

Unmetered Supply

Any electronic equipment that draws a current and is connected to the **distribution system** without a meter recording its **energy** consumption.

Validation checks

These include checking that the **third party intermediary** has:

- a. provided you and/or us with correct and complete information;
- b. followed the procedures we require; and/or
- c. ensured that the sale of the **plan** and/or **contract** to you has been made compliantly.

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. Contractual information will only be sent via electronic communication where you have provided consent to do so.

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