



# E Terms and Conditions

Last updated: October 2020



# E (Gas and Electricity) Ltd Standard Terms and Conditions for Domestic Gas and/or Electricity Supply (Terms and Conditions)



## 1 About this Agreement

- 1.1 These Terms and Conditions create a legally binding Contract between 'you' (the customer) and E (Gas & Electricity) Ltd (company number 08520118). 'We', 'us', 'our' and 'E' are E (Gas & Electricity) Ltd, and our registered address is Bowcliffe Hall, Bramham, Wetherby, West Yorkshire, England, LS23 6LP.
- 1.2 An Agreed Contract will be formed from the earliest of the following dates:
  - a. the date when you make an online application (either directly or via a third party such as an Energy comparison site) for the property to be supplied;
  - b. the date when you accept our offer over the phone to supply the property; or
  - c. the date when we receive your signed application for the supply.
- 1.3 You confirm that you own or occupy the Address, that you are responsible for the Energy supply there, and that the property is connected to mains electricity and/or gas.
- 1.4 If you move into or become responsible for an Address that we are already supplying with Energy or where Ofgem has appointed us as your Energy Supplier, you will be subject to a Deemed Contract and be bound by these Terms and Conditions until the earliest of the following events:
  - a. you enter into an Agreed Contract with us; or
  - b. you switch to an alternative Energy Supplier; or
  - c. a landlord or another occupier becomes responsible for the property.
- 1.5 Before we start your Energy supply we may run a credit check and this might show that we need you to first provide us with a Security Deposit (see Section 12 and 13 of this Contract for further information). If your supply start date is delayed because you have not provided a Security Deposit you will remain responsible for paying any charges due to your old Energy Supplier which arise during such delay.
- 1.6 We will start to supply Energy to the Address, and you will become responsible for paying the Charges for that Energy, on the date on which we become the registered supplier at the Address (this is the supply start date, which may not be the same for gas and electricity). Once started, your Energy supply will continue until it is terminated in accordance with Section 15.
- 1.7 You agree to receive all communications from us electronically, this includes (where applicable) bills, statements, price change notification and any other information we need to send you about your account. In order for us to provide communications electronically you agree to provide us with a valid and up to date email address. Where a valid email address is not provided we will send all communications to the account billing address via post. It is your responsibility to ensure that your contact details are up to date.
- 1.8 If any Green Deal Charges are owed relating to the property, we will be unable to supply Energy to it. You must tell us before the supply start date if any such charges are owed, and any Contract will then be cancelled.
- 1.9 You are responsible for paying E for your Energy until we stop being the registered supplier at the Address.
- 1.10 You can contact us using the following details:

Email – Customer.service@e.org

Call – 0333 103 9575

Write to us at:

E,T3

Trinity Park

Birmingham

B37 7ES, or

Visit our website at [www.e.org/support](http://www.e.org/support) for more information

## 2 Deemed Contract

- 2.1 If you are on a Deemed Contract, you will be on our Standard Variable Tariff relevant to the type of Meter you have and charged based on our Deemed Rate.
- 2.2 A Contract is a Deemed Contract where:
  - a. We are the Registered Supplier for the Address;
  - b. You are the owner or the occupier of the Address; and
  - c. You take a supply of gas or electricity at the Address without having an Agreed Contract in place with us.
- 2.3 Where we supply Energy to the Address under a Deemed Contract:
  - a. The tariff that applies is our Standard Variable Tariff (further details

about this tariff are available on our website or by contacting us using the contact details provided in 1.10);

b. The Charges will be calculated in accordance with the Standard Variable Tariff. We may also charge you for any Additional Charges as they arise;

c. The payment method by which you will be required to pay Charges will be payment on receipt of bill or where the Meter at the Address is a Prepayment Meter, by prepayment through the Meter.

- 2.4 Your Deemed Contract will continue to have effect until:

a. you start to receive a supply of Energy, either from us or from another supplier, under an Agreed Contract; or

b. the supply of Energy to the Address is cut off, but you will continue to be responsible for paying all Charges that become due; or

c. we are told by Ofgem to end supply of gas and/or electricity as part of a Last Resort Supply Direction. This means that you could be transferred to another supplier.

## 3 Definitions

- 3.1 Unless otherwise specified, the words and expressions used in these Terms and Conditions have the meaning given to them below:

- 3.2 Additional Charges means any Charges that are not Regular Charges and relate to (i) services provided under the Contract, and/or (ii) activities undertaken by us or our Agents in reliance on our statutory or contractual rights and include, without limitation, Termination Fees, Security Deposits, and other Charges which relate to or arise from:

a. Connecting, disconnecting or reconnecting the supply of Energy to the Address and accessing the Address for these purposes;

b. Removing, inspecting, testing, repairing, installing, re-installing or changing the position of any Metering Equipment;

c. The replacement of Prepayment Meter, cards, keys or other payment devices or payment cards;

d. The provision of any additional copies of documents including, without limitation, additional or duplicate bills and statements;

e. Your failure to pay Charges by the due date; or

f. The recovery of Charges including, without limitation, any costs we incur in (i) engaging a debt collection agency, (ii) assigning any Charges which you have failed to pay to us as due from you under the Contract to a debt collection agency, and (iii) prosecuting or enforcing any court order or enforcing any other provision of the Contract.

- 3.3 Address means the address of the domestic premises, as identified in the Welcome Letter, to which we supply Energy under the Contract.

- 3.4 Agent means any person we have authorised to act on our behalf, including without limitation, to provide Metering Equipment or to cut off the supply of Energy to the Address.

- 3.5 Agreed Contract means a Contract which is formed under clause 1.2

- 3.6 Charges means any charges or payments that are payable by you to us under and in accordance with the Contract and include Regular Charges, Additional Charges, Security Deposits and Termination Fees.

- 3.7 Contract means a contract under which we supply Energy to the Address and includes Supply of Energy under an Agreed Contract or a Deemed Contract, in each case subject to these Terms and Conditions unless otherwise specified.

- 3.8 Deemed Contract means a Contract which is formed between you and us by statute, as described in Section 2.

- 3.9 Deemed Rate means the tariff applying to Deemed Contracts, as published on our website or available on request.

- 3.10 Default Fixed Tariff means a tariff where the Regular Charges applicable under the Contract are fixed for a specified period under the agreed payment method relevant to the specific meter type at the Address, and there are no Termination Fees included in that tariff.

- 3.11 Domestic Customer means a customer who is supplied with Energy at domestic premises as defined in our Energy supply licences.

- 3.12 Dual Fuel Loyalty Credit means as described within Section 8.

- 3.13 Energy means, as applicable, either or both of gas (as supplied to premises under the Gas Act 1986) and electricity (as supplied to premises under the Electricity Act 1989), and Energy supply and supply of Energy should be read accordingly.

- 3.14 Energy Network Operator means, as applicable, either the person who owns and/or operates the pipeline system through which gas is delivered to your property, or the person who owns and/or operates the distribution network through which electricity is delivered to it.

- 3.15 Energy Supplier means a person who holds a licence to supply Energy and supplies your property under that licence.

- 3.16 Fixed Term Tariff means where the Regular Charges applicable under the Contract are fixed for a specified period of time.
- 3.17 Last Resort Supply Direction means a direction issued by Ofgem obliging another supplier to supply Energy to the Address.
- 3.18 Meter means, as applicable, either or both of a gas Meter and an electricity Meter (which in either or both cases may be a Smart Meter).
- 3.19 Metering Equipment includes the Meter which records the quantity of Energy supplied to the Address, any equipment or apparatus associated with the Meter, and any ancillary device (located at the Address) which is capable of communicating with the Meter as described in more detail in Section 20 of this Contract; and references to Meter includes references to any part of a Smart Meter Set.
- 3.20 Prepayment Meter means a Meter which operates in a way that requires you to pay Charges in advance (it is also known as a 'pay as you go' Meter) and which may be adjusted to also recover outstanding Charges. A Prepayment Meter can also be a Smart Meter operating as payment in advance.
- 3.21 Regular Charges means the Charges that directly relate to the supply of Energy and include the (a) standing charge, and (b) unit rate (kWh) or 'time of use' rate (kWh) that apply in respect of the tariff applicable under the Contract, but does not include any Additional Charges, Security Deposit or Termination Fee.
- 3.22 Smart Meter Set includes (i) a Meter that can (either itself or by virtue of a device that is associated or ancillary to the Meter) send and receive information, including information about the quantity of Energy supplied, through an electronic communications network, and (ii) any equipment, apparatus or device associated with or ancillary to the Meter.
- 3.23 Smart Meter means a Meter that measures how much gas and / or electricity you are using, as well as what it is costing you, and displays this on an in-home display unit. A Smart Meter allows us to Charge you for your gas and / or electricity without having to visit your Address to read your Meter(s).
- 3.24 Security Deposit means a deposit of money paid by you as security for the payment of Charges.
- 3.25 Standard Variable Tariff means a tariff under which the Regular Charges applicable under the Contract are not fixed for any period of time (this is also known as an 'evergreen tariff') as there is no end date to the Contract.
- 3.26 Termination Fee (also known as an exit fee) means a sum of money or other compensation that we may demand from you under the Contract because, in accordance with its provisions, you end the Contract before the end date of any fixed term that applies to it.
- 3.27 Variable Term Tariff means a tariff applicable under a variable Contract that has no end date and where the Regular Charges are not fixed for a set period of time.
- 3.28 Welcome Letter means the letter we may send to you (by post or electronically) to confirm any additional conditions of the Contract which are not set out in these Terms and Conditions.
- 3.29 Working Day means any day except a Saturday, a Sunday, or a public bank holiday.

#### **4 Payment and charges – General**

- 4.1 The Charges for Energy supplied under an Agreed Contract: -
  - a. will be notified to you within your Welcome Letter. The various tariffs that we provide are available online – see "Contact us" section for further details;
  - b. must be paid in accordance with the payment method you have agreed under your Contract;
  - c. will be subject to any UK tax or duty payable on the supply at the prevailing rates;
  - d. will be based on actual Meter readings, or on estimated Meter readings if we do not have an up to date Meter reading. We will adjust your bill if requested on receipt of an actual Meter reading.
- 4.2 We may also charge you for any Additional Charges that are applied to your account. See 'Payment and Charges - Additional Charges' section for further details.
- 4.3 We will not send you a bill for (or try to recover by your payment method, such as through a Prepayment Meter) any Charges for supplying Energy to you unless the Charges are:
  - a. for Energy that we reasonably consider you have used within the previous 12 months; or
  - b. other Charges (for example, standing charges) that have built up during the previous 12 months.
- 4.4 However, we can still send you a bill (or try to recover the Charges from you by your payment method) more than 12 months after you used the Energy or the Charges were built up if:
  - a. we have not been able to send you a bill or recover the Charges for the correct amount of Energy you have used due to your obstructive

or clearly unreasonable behaviour (for example, if you have stolen Energy or you have unreasonably failed to give us access to your property to take Meter readings);

- b. we are allowed to do so under relevant industry regulations; or
- c. we have previously sent you a bill or tried to recover the same Charges from you in line with this section.

#### **5 Payments and charges – Payments method**

- 5.1 If you have a Prepayment Meter (including a Smart Meter in prepayment mode), you must top-up your Meter in advance in order to receive the supply, and we will deduct Charges for the supply from the amount you top-up.
- 5.2 If you have a standard Meter (including a Smart Meter in credit mode); a. you must either pay the amount shown on your bill [or the fixed amount you have agreed to pay in accordance with your chosen payment method];
  - b. if you pay for your Energy by monthly Direct Debit, you pay for your supply in advance each month based on an amount set by us. or
  - c. if you are not paying by Direct Debit, we will issue you an invoice for payment on receipt which you will have 10 Working Days to pay from the date of the invoice.

#### **6 Payment and Charges – Late payments**

- 6.1 If you do not pay your bill on time, or your Direct Debit payment is not successful, or if you otherwise fail to comply with the conditions of your payment method, we may do any of the following things where applicable:
  - a. request immediate payment of the outstanding amount;
  - b. resubmit Direct Debit payment requests;
  - c. require you to set up a repayment plan;
  - d. require you to provide us with a Security Deposit (see Section 13 of this Contract for further information);
  - e. arrange for a Prepayment Meter to be installed, or, where you have a Smart Meter, change the Meter settings to Prepayment mode;
  - f. move you to a different tariff;
  - g. arrange to disconnect your Energy supply (after giving you at least 7 days' notice);
  - h. add the amount of your debt to your next bill or, if you have a Prepayment Meter, deduct a contribution towards your debt from any top-ups you make;
  - i. install Prepayment Meters at your property under warrant from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission;
  - j. temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission; or
  - k. charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest.
- 6.2 You must pay us any bank charges that we have to pay because of cancelled or failed payments. If your payment method is Direct Debit, we can charge you for the first missed payment and for each missed payment after that;
- 6.3 If you are having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment methods available to you. (See Section 11 below for further information).
- 6.4 If you have a Prepayment Meter and owe us money, you agree to allow us to recover the debt, plus any charges incurred (including but not limited to Additional Charges), by collecting more from you through that Meter than is required to cover the Charges for the Energy you are using. See clause 11.2 for further information.
- 6.5 If we are supplying you with both gas and electricity through two separate Prepayment Meters, you agree that we may use either of those Meters to recover a debt, plus any Charges incurred, in relation to either or both of the two fuels supplied.
- 6.6 We reserve the right to recover any costs incurred in relation to any lawful disconnection or reconnection of your Energy supply.

#### **7 Payment and charges – Additional Charges**

- 7.1 In some circumstances, you may incur Additional Charges under these Standard Terms and Conditions. These can include charges for moving your Meter from its current location to another location, works required as a result of renovations or building works, or requests by you to disconnect the supply of Energy to your home. Additional Charges may also be applied for late cancellation of an appointment or visit, or where you fail to give us access to the premises, or where we arrange a meter reading appointment and you prevent us from gaining access to your Meter. We will always tell you prior to making any Additional Charges.



- 7.2 If you ask us to test the accuracy of your Meter, you must pay us an amount to cover the cost of the work being carried out. We will confirm what the amount is at the time, and we will provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the Meter is operating outside of the statutory limits, we will refund you or may charge you accordingly.

## 8 Dual Fuel Loyalty Credit

### What is Dual Fuel Loyalty Credit?

- 8.1 Our Dual Fuel Loyalty Credit rewards you with a £50 credit for continuing to choose E as your energy supplier for both your gas and electricity Energy supply.
- 8.2 It is payable by requesting a Dual Fuel Loyalty Credit code from us after you have been on continuous supply with both your gas and electricity for 12 months from the earliest of the dates set out within clause 1.2 above.

### Eligibility

- 8.3 To be eligible to receive a Dual Fuel Loyalty Credit, you must: -
- a. be a dual fuel customer (Gas and electricity) on an Agreed Contract;
  - b. not be on a Deemed contracted Tariff; (i.e. have actively chosen a Standard Variable Tariff or a Variable Term Tariff)
  - c. have your electricity payable via a Prepayment Meter on a Standard Variable Tariff or a Variable Term Tariff;
  - d. be on supply with us at the point of claiming the Dual Fuel loyalty Credit;
  - e. be on continuous supply for 12 months for both gas and electricity from the earliest of the dates within clause 1.2 above; and
  - f. have not previously received a Dual Fuel Loyalty Credit.

### Receiving the Dual Fuel Loyalty Credit

- 8.4 You must contact us (See Contact us section 1.10) to receive your unique Dual Fuel Loyalty Credit code;

### Our rights and discretions

- 8.5 E may refuse to verify and process any transaction which we deem to be fraudulent, suspicious, in violation of these terms and conditions, or believe will impose liability on E, its subsidiaries, affiliates, or any of their respective officers, directors, employees, representatives and agents. E reserves the rights to delay issuing any Dual Fuel Loyalty Credit whilst making an investigation in relation to this clause.
- 8.6 Any decision made by E in respect of whether or not you are entitled to the Dual Fuel Loyalty Credit will be final and is binding.
- 8.7 E reserves the right to amend, alter or terminate the Dual Fuel Loyalty Credit terms at any given time without prior notice.
- 8.8 E accepts no liability where incorrect contact details have been provided and we are unable to make contact with you should we need to.

### Other

- 8.9 The £50 Dual Fuel Loyalty Credit is inclusive of VAT.

## 9 Refunds

- 9.1 If you would like a refund, you must provide us with an up-to-date Meter reading so we can produce an accurate bill in order to calculate any credit. Upon request: -
- a. we can refund a credit balance in your E account, however we may consider any expected Energy usage for the following Month prior to refunding any balance;
  - b. we can increase your Direct Debit amount to cover the Energy we think you will use during the winter months once your credit balance has been reduced by such a refund.
- 9.2 Any credit on your Meter when you leave us will be fully refunded to your nominated bank account. If we do not have your bank account details we will take reasonable steps to contact you to acquire them.
- 9.3 We reserve the right to investigate and where applicable, refuse to process any transaction we deem fraudulent or suspicious.

## 10 Direct Debit

- 10.1 Your Direct Debit monthly payment amount will be based on the cost of the Energy we think you will use during a year, split into 12 equal monthly payments. We will inform you of your payment amounts and payment dates when we set up your account.
- 10.2 We aim to review the amount, date and frequency of your Direct Debit at least once a year to make sure you are not paying too much or too little. We may request an up to date Meter read as part of this review. When we intend to make any increases to your Direct Debit, we will notify you in writing in advance of the payment being taken.
- 10.3 If we (or our payments processor) make an error with your Direct Debit (for example, the amount of the payment taken is incorrect), you are entitled to a refund from us of the full amount paid and any charges or interest you may have incurred from your bank as

a result, for example, going overdrawn caused by the incorrect payment. You should contact us as soon as you realise an error has been made. We will take the correct Direct Debit as soon as reasonably practicable after making the refund to you as you will still be required to make the payment to us for the period to which the (incorrect) Direct Debit relates. If you receive a refund from us that you are not entitled to, you must pay the amount of the refund back to us immediately when we ask you to.

## 11 Payment Difficulties

- 11.1 If you are finding it difficult to pay for your Energy supply, we will try to help you, but we can only do this if you contact us to let us know. (See Contact us section 1.10 for details on how to get in contact.)

to help you, but we can only do this if you contact us to let us know. See Section 26 for details on how to get in contact.

- 11.2 If you have a Prepayment Meter, and as a result of you contacting us about payment difficulties we agree to apply a credit sum of money to the Meter to restore or maintain your Energy supply, we will expect you to repay this amount through your future top-ups. The amount of money that we put towards paying off that credit amount will be an agreed proportion of the top-ups and will be discussed with you at the time. Your agreement to this process will be needed before the credit is applied.

## 12 Credit Checks

- 12.1 We may run Credit Checks on you before we start to supply Energy and/or while we are supplying you. We may use the information from a Credit Check to do any of the following things: -
- a. verify your identity;
  - b. assess your application for Energy supply and inform our decisions on payment methods and Security Deposits;
  - c. make decisions on services that we may offer or provide to you;
  - d. prevent crime, fraud, and money laundering;
  - e. trace your whereabouts and recover any debts that you might owe;
  - f. undertake statistical analysis; or
  - g. fulfil any legal and / or licence obligations.
- 12.2 You should be aware that a Credit Check request will create a footprint on your credit checking history whether or not we decide to supply you, or are supplying you, with Energy, and this may affect your general credit rating.
- 12.3 Your credit status will be considered to be unsatisfactory if any of the following apply, and any one of these may result in a Security Deposit being required from you: -
- a. If you are insolvent;
  - b. If you have repeatedly failed to pay your Energy bills;
  - c. If you have broken an agreed payment arrangement with us;
  - d. If we, or an Agent acting on our behalf, has to visit you as a result of an unpaid bill;
  - e. If you are a new customer and you are unable to provide us with proof of your identify and/or your place of residence for the last 3 years; or
  - f. If you have a credit score that is deemed to be high risk.

## 13 Security Deposits

- 13.1 We may, based on your circumstances, require you to provide a Security Deposit against your gas and/or your electricity supply. Or, if you would prefer, you may pay for your Charges by using a Prepayment Meter if you would prefer not to provide a Security Deposit (unless a deposit relating to Meter damage or Meter interference is required under clause 20.2 of this Contract).
- 13.2 The Security Deposit may be put towards the following: -
- a. your Energy Charges if you do not pay a bill on time;
  - b. any Additional Charges that have not been paid in full;
  - c. if you cease to take your Energy supply from us, we may use it to pay off any outstanding final balance (If you are a dual fuel customer this may include paying off the balance on either of the fuels supplied).
- 13.3 Any Security Deposit taken will be held within a separate bank account specifically for all our customers Security Deposits.
- 13.4 We may refuse to start the supply until the Security Deposit is paid, or we may stop the supply if we have to use the Security Deposit to pay one of your bills. We are not responsible for any charges you have to pay your old supplier if the supply start date is delayed because you have not paid the Security Deposit.
- 13.5 If we ask you for a Security Deposit, its amount will depend on your circumstances and the likely amount of your Energy supply bill over a 12 month period. We may change the deposit amount if your circumstances change.
- 13.6 If you do not provide a Security Deposit (or an increased deposit amount) when we request it, we may, as applicable, either refuse

to start your Energy supply or require you to pay for the supply through a Prepayment Meter; if it is safe and reasonably practicable for us to fit one for you to use.

- 13.7 We will hold your Security Deposit for a minimum period of 12 months, it is important that during this period you pay all your Energy bills on time, as late payments will affect when the deposit is repaid to you. After 12 months, we will repay the deposit to you in full within 14 days provided that, during the 12 month period in question, you have paid all of your bills on time, as set out on each of those bills and where applicable kept up with all the payments on any repayment plans that you may have with us.
- 13.8 If any part of a Security Deposit was paid using a credit and/or debit card, any repayment will be made back onto that credit and/or debit card.
- 13.9 If you request to switch supplier away from E, your Security Deposit will be used to pay off any bill Charges and if there remains an outstanding balance, you will still be liable for any remaining Charges. If you do not agree to repay the amount in full then we may object to any transfer of supply to another supplier and install a Prepayment Meter at your property if safe and reasonable to do so.

#### **14 Access to the property**

- 14.1 You must allow us, our Agents, and/or the Energy Network Operator safe access to your property at all reasonable times for the purposes of maintaining and operating your Energy supply, or reading or replacing a Meter, or inspecting and, if necessary, cutting off the gas and/or electricity supply in accordance with our rights to do so under these Terms and Conditions.
- 14.2 In all cases, except for Meter readings, reasonable advance notice will be given before we exercise any of our powers of entry, which are subject to statutory and regulatory restrictions. Any person authorised by us to enter your property will carry and produce a duly authenticated document showing his or her authority.

#### **15 Termination, Ending the Contract and Renewal**

- 15.1 If a Contract is terminated for any reason, you must nevertheless continue to pay us for all Energy received by you up and until another supplier takes over the supply of Energy to the Address.
- 15.2 If you want to end a Contract, we will stop supplying the property with Energy when either:
- a. another Energy Supplier has started to supply the property; or
  - b. the property has been disconnected because you have given us written notice that you no longer require an Energy supply there.
- 15.3 In the event you decide to leave us, we reserve the right to withdraw any emergency credit, friendly credit and / or discretionary credit facility before you leave. We will advise you at least 48 hours prior to this happening.
- 15.4 If you are on a Fixed Term Tariff (Including a Default Fixed Tariff) unless your Agreed Contract is terminated, it will remain in force for the fixed term period notified within your Welcome Letter. We will then automatically default you onto either our cheapest evergreen tariff or a Default Fixed Tariff and we will write to you up to 49 days before the end of your Agreed Contract to confirm your default tariff.
- 15.5 If you have a Variable Term Tariff (Inclusive of our Standard Variable Tariff), it will not have an end date and will remain in force from the supply start date.
- 15.6 Where you end an Agreed Contract before the end date of the Fixed Term Tariff you may be required to pay a Termination Fee of an amount that is set out, or determined in accordance with the calculation in your Welcome Letter.
- 15.7 Termination Fees will not be applied if your Agreed Contract ends up to and including 49 calendar days prior to the end of any Fixed Term Tariff period.
- 15.8 If you are moving out of the property, you must give us at least 2 Working Days' notice that you are giving up responsibility for the Energy supply. If you do not give us that notice, you must continue to pay us for the Energy supply. But you will not have to pay for any Energy that is supplied:
- a. after two Working Days after you have given us notice that you are no longer responsible for the Energy supply; or
  - b. from the day on which the new occupier requires us or another Energy Supplier to supply the property.
- 15.9 We may charge you for cutting off your Energy supply and end any Contract between you and us when:-
- a. we need to under general law or the provisions of our license to supply Energy; or
  - b. if you have committed a serious breach of such Contract; or

- c. if someone else has cut off the supply without our permission.
- 15.10 Your Contract may be terminated if we receive an Instruction as part of a Last Resort Supply Direction notification. This means that you could be transferred to another supplier.

#### **16 Liability of the parties**

- 16.1 Neither you nor we will be liable for any breaches of a Contract caused by anything beyond our respective reasonable control.
- 16.2 Neither you nor we will be liable for the other's loss of use, profits, or revenue, or for any indirect or consequential loss arising out of this agreement. Except in the case of personal injury or death, liability for negligence will not exceed £25,000.

#### **17 Changes to this Contract**

- 17.1 We can change any of the terms in the Terms and Conditions, which includes changes of terms and Charges at any time by publishing changes on our website or by sending you notice of them.
- 17.2 You cannot transfer a Contract to anyone else without our prior written permission (which does not include email). We may transfer this Contract to any company that can legally supply you with Energy.
- 17.3 If you are on a Fixed Term Tariff, we will not make any changes to the Charges that apply under the Fixed Terms Tariff; and / or make any changes to these Terms and Conditions that would be to your disadvantage, unless we are required to do so as per the following:-
- a. If there is a change to the rate of VAT that applies to any part of the Charges and we are required to alter that amount to reflect the change;
  - b. If we have changed your payment method as a result of you failing to pay us any Charges in line with your Agreed Contract;
  - c. If we are entitled to make the change to your disadvantage under industry regulation changes.
- 17.4 If you are on a Variable Term Tariff, we can change any of the terms of your Agreed Contract including, for example our rates and Charges. Any change will be published on our website or where applicable, we will write to you to inform you of the change.
- 17.5 If we increase your Charges or change your Agreed Contract in a manner that would be to your disadvantage, we will tell you about the changes in an appropriate form and at an appropriate time before the change takes effect. You will have 14 days from your receipt of our notice during which you may terminate your Agreed Contract by either signing up to another contract term or by switching to another supplier. If you tell us of your intention to do this, the changes will not affect you.

#### **18 Domestic customers' Cancellation Period**

- 18.1 If you are a Domestic Customer and have signed an Agreed Contract either during a visit to your home by a third party, or during such a visit by one of our representatives, or at an event with our representatives, or following a phone conversation with one of our representatives, or over the internet, you may cancel the Agreed Contract by giving us written notice within 14 calendar days from either (i) the contract start date, or (ii) from such later date notified to you, during which you may cancel the Contract (this is also known as a 'cooling off period').

#### **19 Meter reads**

- 19.1 So we can bill you as accurately as possible, you must give us an up to date Meter reading for your Energy at least every month and when requested by E if there is a reason to need more up to date Meter readings.
- 19.2 If you have a Smart Meter and it is working and communicating correctly with our systems, we will use the Smart Meter to measure your Energy use at the Address in line with our Privacy Policy, which can be found here: [https://e.org/Assets/Pdf/eorg\\_privacy\\_policy.pdf](https://e.org/Assets/Pdf/eorg_privacy_policy.pdf)

#### **20 Metering arrangements**

- 20.1 You must take reasonable care to ensure that the Meter at your property is not interfered with or damaged. If you do not, we may charge you for Additional Charges for the costs of investigation, of repairing or replacing the Meter, and of any necessary legal action. We may also charge you for estimated Energy used.
- 20.2 If your Meter is interfered with or damaged, we may require a Security Deposit to be paid (see Section 13 above for further information) before we install replacement Metering Equipment.
- 20.3 You must contact us immediately if your Meter is faulty and not working correctly, this can include but not limited to blank screens and usage not being calculated correctly. We may charge you accordingly for any unpaid Energy Charges.



- 20.4 For the purposes of these Terms and Conditions, the following are the relevant Meter types: -
- a. Credit Meter: this is a Meter (which may also be a Smart Meter in credit mode) which measures the Energy supplied to your property and allows you to receive the Supply while paying for it in arrears;
  - b. Prepayment Meter: this is a Meter (which may also be a Smart Meter in prepayment mode) which measures the Energy supplied to your property but must be topped up with money in advance to enable the Supply to be provided;
  - c. Smart Meter: this is an electronic Meter that measures Energy supplied to your Address and that we can read from time to time without visiting your property.
- 20.5 If you have a Smart Meter installed in your Address, you agree that:
- a. we may remotely repair and update the Meter (including changing it from credit mode to prepayment mode, prepayment mode to credit mode or disconnecting the Supply);
  - b. you will not interfere with communications to and from the Smart Meter and associated equipment.
  - c. we may switch it between credit mode and prepayment mode or disconnect your Supply (or both) – we will notify you before this happens;
  - d. we may use information from it to work out your bill and offer you appropriate tariffs and other products (including via any associated in-home display device), and monitor your energy usage; and
  - e. you will not remove any equipment provided to you (such as an in-home display unit) without our consent.

## **21 Complaints handling**

- 21.1 A copy of our Complaints Handling Procedure can be accessed at [www.e.org](http://www.e.org)
- 21.2 Alternatively you can get free independent advice from: -
- a. The Citizens Advice Consumer Service at [www.citizensadvice.org.uk/Energy](http://www.citizensadvice.org.uk/Energy) or on free phone number 0808 223 1133.
  - b. Energy Ombudsman on phone 03304 401624 or by email at [osenquiries@os-Energy.org](mailto:osenquiries@os-Energy.org).

## **22 Energy safety and emergencies**

- 22.1 If you become aware of any escape or suspected escape of gas or any other gas emergency, you must immediately call the Gas Emergency Number free of charge on 0800 111 999.
- 22.2 If you are concerned about anything relating to the supply or distribution of electricity to your property which you think may cause danger or affect the security, or availability, or quality of service of the system through which you receive the supply, then please contact your Energy Network Operator (for electricity) on phone number 105.
- 22.3 You agree that you will not use the gas and / or the electricity supply in any way that is likely to put anyone's health or safety at risk, risk damage to property or effect the supply of gas and / or electricity to others.
- 22.4 In the event of an emergency, or a safety issue, or as a result of a legal or regulatory requirement, we or your gas transporter may discontinue or restrict the supply of gas to your property, and you must stop using or restrict the use of gas upon our instruction or an instruction from your Energy Network Operator (for gas).

## **23 Disclosure and use of personal Information**

- 23.1 We use your personal information and data in accordance with our privacy Policy, which you can find here [https://e.org/Assets/Pdf/eorg\\_privacy\\_policy.pdf](https://e.org/Assets/Pdf/eorg_privacy_policy.pdf)

## **24 National Terms of Connection (for electricity only)**

- 24.1 When we enter into this Contract with you, we are also acting on behalf of your Energy Network Operator to make an agreement with you. The agreement is that you and your Energy Network Operator will both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the date that you enter into your Contract and it affects your legal rights.
- 24.2 The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Energy Network Operator delivers electricity to, or accepts electricity from,

your property.

- 24.3 If you want to know the identity of your Network Operator, or want a copy of the NTC or have any questions about it, please Write to: Energy Networks Association, 4 More London Riverside, London SE1 2AU or phone 0207 706 5137 or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## **25 General and legal**

- 25.1 If you require anything from us in addition to the supply of gas and / or electricity, including requests for Meter tests, key / card replacement, new / replacements IHD units (For Smart Meters), we may be entitled to charge a further reasonable amount for any work carried out or for any materials, including administration charges. See Section 7 for further details.
- 25.2 You agree to allow us to use any information that your previous Energy Supplier may have about the Meter (or Meters) at your property.
- 25.3 If you have given us an email address, all notices required under this Contract will be sent by email to that address. If we have no email address, our notices to you will be sent to the postal Address where we send your bills. If you are sending us a notice, this must be sent to our office address as set out in 1.10 and you must include your gas and / or electricity Account Number, which can be found on either your Welcome Letter and / or your Bill/Statements.
- 25.4 Your Contract is governed by and is to be read in accordance with the provisions of English law, unless the Address is in Scotland, in which case your Contract will be governed by the laws of Scotland.