

Standard Domestic Contractual Terms & Conditions

T&C-DOM-v.0.1

These are the terms and conditions for the supply of electricity and/or gas to your domestic property.

First, here is some basic information about some terms used throughout the document:

ENSTROGA

“ENSTROGA” is our trading name. Our registered company and the energy licence holder is ENSTROGA Limited, company number 09812700, registered in England and Wales. Our registered business address is St Ann's Hill Rd, Oldknows Factory, Nottingham, NG3 4GN.

You

“You” may either be the person who entered a contract with us; or, “You” may be the owner or occupier of a household or business property that we are already providing energy to.

Deemed Contract

Means we are supplying energy but have not directly agreed special terms or pricing with the owner or occupier of a property (“You”). Please find more detailed information in clause 4.

Energy

This may mean either electricity or gas or both (as applicable).

Supply

Refers to the provision of energy at your property.

Green Deal

We are not a Green Deal Licensee under the Green Deal scheme. If you have an agreement with your current supplier as part of the green deal schemes, please ensure you inform us at the earliest opportunity.

Feed in Tariff

We are not a Feed in Tariff supplier. If you have an onsite generation capability that is eligible for Feed in Tariff payments, you can switch to us for your import energy supply but we cannot support your Feed in Tariff.

Consumption Limit

We only supply electricity to non half-hourly metering points. This contract is for domestic customers only with a maximum consumption per meter of 12,500 kWh of electricity per annum. If you exceed this limit we will inform you and reserve the right to cancel this contract.

1. Your Contract

1.1 Your contract with us starts when you receive our Welcome Pack following completion of our online form (directly or through an agent) or agreement with our appointed call centre agents. If none of these apply to you, a deemed contract starts when you are taking the supply of as the occupier or owner of a residence at which we are registered as the supplier of energy but have not yet entered into an express contract with you.

1.2 Our services are provided online and it is your responsibility to ensure you have any equipment necessary to access the service and that you ensure we have a valid email address for you at all times.

1.3 This contract is based on the information you have provided, either directly or through an agent or a third party (via the internet or over the phone).

1.4 You can cancel the entered contract (other than a deemed contract which cannot be cancelled) at any time within 14 days of entering into it (cooling off period). The first day is the day after you entered the contract as set out in clause 1.1. Following your cancellation, we will continue the supply under our deemed contract terms and conditions until a new supplier to the premises is appointed. If you cancel a contract and you have chosen to start supply in advance of the end of your cooling off period, your supply will be changed back to your former supplier within 21 working days. In this case you will be charged for the supply from Supply Start Date to the day when you are back with your former supplier.

To cancel simply contact us with your customer account number, saying you want to cancel.

2. Start of Supply

If we do not already supply your property, we aim to begin the supply to you within 21 working days of the end of the cooling off period. We may change the start date for the supply if we don't have all the information we need or you ask us to start supply at a later date. If the start date for your supply changes, we'll do our best to let you know the reason for the delay and when we estimate the new start date to be.

3. Fixed Rate Tariff Contract

3.1 If we agree to supply you under a fixed term tariff. We will send you any important information in your contract letter included in your welcome package. When your fixed term is about to expire, we will send you a statement of renewal terms between 49 and 42 days before the fixed term is due to end.

3.2 When your Fixed Rate Tariff ends, unless you choose to move onto a new Fixed Rate Tariff, subject to availability, we will automatically transfer you to our standard Variable Rate Tariff.

3.3 If you choose to move onto a new Fixed Rate Tariff when your previous Fixed Rate Tariff ends, we'll start a new contract based on the new Fixed Rate Tariff on the date the old one ends.

4. Deemed Contract

4.1 Means a contract between us and you which is deemed to have been formed because we supply gas and/or electricity to a property of which you are the owner or occupier, when you have not actively agreed to that supply by us. Instances when this can happen include when you move into a rental property and you do not take any action to move supplier; your tenants move out of the supplied property (if you are the landlord of the property), or if you actively have cancelled your fixed or variable tariff contract with us.

4.2 Although you have not entered into an express contract with us, you agree that you will pay for your energy under the scheme of our standard variable tariff until the deemed contract ends.

4.3 The deemed contract ends on the date we stop supplying energy to your residence, or you entered into an express contract with us.

5. Paying for your Energy / Charges

5.1 Our prices for supplying gas and/or electricity will be sent to you via email and are available on our website.

5.2 Our charges are based on the energy consumed by you at the premises as recorded by the metering equipment and calculated, based on a meter reading supplied by you, or taken by us, or our Agents. Or in the event that no meter reading is supplied, we will use an estimate.

5.3 The charges to you start from the Supply Start Date.

5.4 Our charges are based on;

- A daily standing charge which is a fixed amount per day;
- A single unit rate charge, which is a charge for each unit used under your agreed tariff for your location.
- If you are on a Fixed Rate Tariff the rates will be based on the applicable date you signed up.
- If you are on a Variable Rate Tariff, the rates will be based on the rates that applied at the first time energy was consumed.
- If you have an Economy 7 meter, your electricity will be charged at two rates – a higher day rate, and a cheaper night rate. This night rate will apply for seven hours between 8pm and 8am. The actual times that your night rate applied will depend on where you live. They are coded into your meter and should be also be written there for you to see.
- In the event that you live in a development supplied by an Independent Gas Transporter and/or Independent Distribution Network Operator, there will be incremental charges. Depending on your area, these can include both a fixed amount and unit charge, and we will pass these charges on to you through your account statement for payment as a part of your supply.

5.5 We can also charge you for reasonable costs that aren't included in our tariffs. We will notify you at the time of any additional charges. These can include (but is not limited to) costs arising from visiting your property and stopping, disconnecting or reconnecting your supply. We might charge for this if you ask us to do it, or if the reason for doing it is your fault (for example, if you've damaged the meter, or an inspection or working on your meter if you ask us to but there's no problem with it). In case you fail to pay a direct debit, we may charge you a payment failure fee. We might also charge you for any costs being occurred by you regarding any payment (e.g. charge backs).

5.6 VAT is also payable at the applicable rate. We reserve the right to pass on to you any tax, duty or levy which is imposed upon us in relation to the supply of energy and is added or increased during this contract.

6. Payment Method

6.1 You are responsible for paying for the supply until your contract with us ends. If you have entered into this contract together with other account holders, each person will be jointly and severally liable for any money owed to us.

6.2 The method of payment will be standard monthly direct debit and you are responsible for ensuring that the direct debit can be paid in full on the due date.

6.3 Your Direct Debit amount will be based on the amount of energy we think you'll use across a year, and may be topped-up to balance higher usage in the winter, compared to the summer. This means if you are joining us during 'winter months', your Direct Debit may be set at 25% higher than your estimated standard monthly amount to cover the extra usage until spring. Winter months are from 1st October to 31st March.

6.4 We typically ask for payment one month in advance, but based on your credit history according to a credit reference agency we may require you to pay the value of up to 3 months' estimated supply of energy in advance. If we ask you to pay more than 1 month in advance, we will periodically review your account and may reduce your credit balance as you build a payment history with us.

6.5 We will act in accordance with the Direct Debit Guarantee.

6.6 You will receive statements from us detailing your energy consumption at least once per year. But we may send you a bill or statement at any time, or in line with your agreed payment scheme.

7. Non Payment of Charges

7.1 If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. We will provide all such help and assistance (e.g. agree on an instalment plan) as we can in order to avoid disconnecting your energy supply.

7.2 Regardless of clause 7.1, we might;

- Require a security deposit of up to 3 months' value of supply of energy, or replace your existing meter with a prepayment meter.
- Change the amount of your direct debit to recover the sum due to us.
- Offer you a payment plan according to your circumstances.
- Charge you £5.00 for the first missed payment and £15.00 for each missed payment after that.
- Take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us.
- Provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future.
- Recover from you all costs incurred by us in pursuing your non- payment, including bank charges due to cancelled or failed payments, the cost of visiting you, getting a warrant to enter your property and installing a prepayment meter.
- Charge interest at the rate of 2.5% above the current Bank of England Bank base rate on all outstanding charges.
- Disconnect the supply in accordance with clause 11.

7.3 If you have any outstanding charges, we will use any payments to cover the oldest debt first.

8. Changes of Terms

8.1 We may change your contract if it is necessary to comply with any laws, or other rules that we are obliged to follow

8.2 We will not change the prices applicable to your contract while you are on a fixed tariff.

8.3 If we propose to make changes to your contract (including increasing charges) we will give you 30 calendar days' notice of changes that might put you at a disadvantage. This does not apply if you are moving to our standard variable tariff at the end of a fixed tariff.

9. Ending the Contract

9.1 You may end this contract by giving us 28 calendar days' notice provided that either another supplier has started to supply energy to the premises, or the supply has been disconnected, and all sums due by you to us have been paid (included an agreed exit fee).

9.2 In case of outstanding payments we might object to the switch to a new supplier in which case we will let you and the new supplier know that we are objecting. Once the outstanding debt is paid, the transfer will be able to go ahead.

9.3 We may end this contract if you are in material breach of the contract, you did not pay us what you owe us when it was due or we no longer have the relevant licences to supply your energy.

9.4 This contract will terminate immediately if Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the gas and/or electricity in relation to the premises.

10. Moving Home

10.1 If you move premises you must tell us within 28 calendar days of moving out.

10.2 If you are moving or selling your property and request us to provide gas and/or electricity supply to your new premises, we will cancel your existing contract and provide a new contract appropriate to your new premises. We will not charge a termination fee.

10.3 If you are moving or selling your property and do not request us to provide gas and/or electricity supply to your new premises, we will cancel your existing contract after two working days' notice of when you are moving house, or two days' notice from when another person begins to occupy the premises. You must also give us details of your new address and your final meter readings so that we can send you your final bill. Termination charges may apply.

10.4 If you are moving and do not tell us, we will terminate your existing contract when a new owner or occupier starts taking a supply at the premises. You will be responsible for the supply until the date on which the contract ends.

11. Disconnection

11.1 We can suspend or disconnect the supply of your property if you have not paid your bill on time, you are in material breach of the contract. We can suspend or disconnect your supply also, if we have reason to believe you may have damaged or tampered with the metering equipment, or if we are required to do so by any law, code or agreement.

11.2 If we disconnect the supply, you are required to pay our reasonable costs to disconnect the supply and our reasonable costs to reconnect the supply.

11.3 We will not disconnect your supply in winter months (1st October to 31st March) if you or any person living at the property is registered as vulnerable.

12. Meter Care and Readings

12.1 The volume of Energy supplied to the premises is measured by the Metering Equipment installed on the premises. This meter is the property of the meter provider and your usage of this is covered in the standing charge

12.2 You are required to take reasonable steps to ensure that the Metering Equipment is protected and not damaged or interfered with in any way and to notify us should any damage or interference occur.

12.3 Unless your meter is a Prepayment Meter you are required to provide us with a meter reading each month at a specified time.

12.4 You are also required to provide us with a meter reading at least 5 working days before the Supply Start Day.

12.5 We will try to ensure that we, or our Agents, take a meter reading at least once per year.

12.6 If you have a smart meter, this may still need to be read in the short-term (by you, us, or one of our Agents) as a standard meter - until we notify you of industry readiness.

12.7 The smart meter and the display unit belong to ENSTROGA (or our Agents). In the event of you moving house, you need to leave the display unit behind, as it will not work with a different meter.

13. Access to the Meter

You agree to give us or our agents access to the premises and the metering equipment at reasonable times in order to take a meter reading, carry out a safety inspection, install, replace, test or reposition the Metering Equipment, or to enforce any other right and to carry out our obligations under this contract (e.g. disconnections and reconnections).

14. Your Information

14.1 We agree that we will only use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website. We may run checks on you (and anyone else also responsible for payment) at Credit Reference and Fraud Prevention agencies, initially and periodically to help us assess your ability to pay our bills. When we run this check, the credit reference agency will record the fact that a check was made (even in the event that you do not become an ENSTROGA customer).

14.2 If you tell us, or we believe that you or another member of your household are in need of extra care, we will record that information and store it on our Priority Services Register, in order to ensure you get the service you need. The extra care might be because of your age, health, disability or financial circumstances, or it could be because you are vulnerable for another reason.

15. Our Liability

15.1 We do not exclude our liability for death or personal injury due to negligent acts by us or our agents, nor do we exclude our liability for fraudulent acts.

15.2 Despite liability described in clause 15.1, we will not be liable to you for;

- Any loss due to circumstances beyond our control (a Force Majeure event)
- Any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses.
- Any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow this contract
- Any loss caused to you by the Gas Transporter or the Electricity Distributor in excess of the amount we are entitled to recover from the Gas Transporter or the Electricity Distributor on your behalf.

15.3 If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £25,000 in any calendar year.

16. Safety and Emergencies

16.1 You must tell your electricity distributor immediately if you become aware of any matter or incident which affects or is likely to affect the security, availability and quality of the service of the distribution network or causes danger or requires urgent attention regarding the supply or distribution of electricity.

16.2 If you suspect or are aware of a gas leak you must immediately call the Gas Emergency Number 0800 111 999.

16.3 If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your gas/electricity supply.

17. National Terms of Connection

As your supplier we are acting on behalf of your network operator to make an agreement with you. The agreement is that both you and your network both accept the National Terms of Connection (NTC) and agree to keep to its conditions. 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 write to:

Energy Networks Association,
6th Floor, Dean Bradley House,
52 Horseferry Road, London SW1P 2AF:
Phone 0207 706 5100,

Or visit the website at www.connectionterms.co.uk.

18. Notices

18.1 Notices to you under this contract will be sent by post or hand to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received two days after we have sent it to you, unless we receive evidence to the contrary.

18.2 Notices to us under the Contract must be sent by post to

ENSTROGA
St Ann's Hill Rd,
Oldknows Factory, Block 6C,
Nottingham, NG3 4GN

Or by email to energy@enstroga.co.uk

18.3 If, for any reason you're not happy with our service, you can make a complaint. You can request a free copy of our complaints handling procedure by calling us, or find it on our website.