

Terms & Conditions

1. Contract

1.1 These terms and conditions create a legally binding contract between you (the customer) and Eversmart Energy Ltd. (Company number 09310427). 'We' is Eversmart Energy Ltd. This contract will start from the earliest of the following dates, when:

- a) You make an online application (either directly or via a third party intermediary (comparison site)).
- b) you accept our offer to supply you over the telephone;
- c) we receive your signed application form.

1.2 You confirm that you own or occupy the property, you are responsible for the energy supply and it is connected to mains electricity and/or gas.

1.3 If you move into or become responsible for a property that we are already supplying or where OFGEM has appointed us as your supplier, you will be bound by the terms and conditions of this contract until:

- a) you enter into a contract with us;
- b) you switch to an alternative supplier;
- c) a landlord or occupier becomes responsible for the property.

1.4 We will write to you with the start date for your supply of gas and/or electricity under this contract. Once started, your supply will continue until terminated in accordance with either condition 6 of this contract, or under our license to supply energy.

2. Charges

2.1 The charges for gas and/or electricity supplied will be as stated from time to time in our information. All charges will be subject to any UK tax or duty payable on the supply of gas and/or electricity at the prevailing rates.

3. Payment

3.1 We will send you regular bills or statements for the gas and/ or electricity supplied based on meter readings or estimated meter readings if we do not have an upto-date meter reading. We will adjust your bill if requested on receipt of an actual meter reading.

3.2 Full payment is due by the due date as shown on your bill. All outstanding charges on your account must be paid in accordance with the payment arrangement you have agreed under this contract.

3.3 If you have a credit meter and owe us money, you agree to allow us to recover the debt, plus any charges incurred. If you have a pay-as-you-go meterTM and owe us money, you agree to allow us to recover the debt, plus any charges incurred, by you paying more on your pay-as-you-go meterTM than is required to pay for the energy you use. If you are a dual fuel customer (supplied both gas and electricity) you agree that we may use either pay- as-you-go meterTM to recover a debt, plus any charges incurred, from either fuel supply.

3.4 If you have a credit meter we may arrange for a pay-as-you-go meterTM to be installed. Alternatively we may, if it is reasonable in the circumstances, require you to provide a deposit.

3.5 If your account is not cleared we may, having given you at least 7 days' notice, arrange to disconnect your supply. We reserve the right to recover any costs incurred in relation to any lawful disconnection or reconnection of supply.

4. Access to the property

4.1 You must allow us, our agents, and/or the network operator safe access to your property at reasonable times for the maintenance and operation of your gas and/or electricity supply, or meter reading or replacement or to inspect and, if necessary, cut off the gas and/or electricity supply, where we have the right to cut off your supply under this contract.

4.2 In all cases, except for meter readings, reasonable advance notice will be given prior to us exercising these powers of entry. These powers of entry are subject to statutory and regulatory restrictions. Any person authorised by us will carry and produce a duly authenticated document showing his authority.

5. Duration

5.1 If you have a 12 month fixed contract it will remain in force for a fixed term period of one year from the supply start date. At the end of your contract you will receive £20 as a thank you for your loyalty and you can choose to enter another fixed term contract or be put on our cheapest variable tariff and given written notice of this.

6. Termination and Renewal

6.1 You must continue to pay us for all gas and/or electricity received and billed under this contract.

6.2 Unless the contract is terminated in accordance with Clause 6.3, the contract shall be automatically renewed onto our cheapest variable tariff.

6.3 If you want to end this contract, we will stop supplying when you give us written notice and: another supplier has started to supply the property or; the property has been cut off because you no longer require a supply.

7 Changes to the Contract

7.1 We will give 30 days' written notice of a change to any of the terms and conditions of this contract taking effect. You will have 14 days from receipt of our notice, to terminate this contract and if you do give this notice, the changes will not affect you.

7.2 You cannot transfer this contract to anyone else without our prior written permission (not email). We may transfer this contract to any company that can legally supply you.

7.3 If OFGEM or the Government make changes to our license then we may need to make changes to this contract. If this happens we will tell you as soon as reasonably practical.

8 Domestic Customers' Rights of Cancellation

8.1 If you have signed this contract either during a visit to your home by a third party intermediary, by one of our representatives; at an event with our representatives; or following a telephone conversation with one of our representatives, or over the internet, you may cancel by giving us written notice within 14 days of signing.

8.2 You cannot transfer this contract to anyone else without our prior written permission (not email). We may transfer this contract to any company that can legally supply you.

8.3 If OFGEM or the Government make changes to our license then we may need to make changes to this contract. If this happens we will tell you as soon as reasonably practical.

9 Domestic Customers' Rights of Cancellation

9.1 If you have signed this contract either during a visit to your home by a third party intermediary, by one of our representatives; at an event with our representatives; or following a telephone conversation with one of our representatives, or over the internet, you may cancel by giving us written notice within 14 days of signing.

10 General

10.1 If you require anything from us in addition to the supply of gas and/or electricity, including requests for meter tests, we will be entitled to charge a further reasonable amount for any work

carried out or for any materials, including administration charges.

10.2 You will allow us to use any information your previous supplier has about your meters.

a) 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. Your notices must be sent to Eversmart Energy Ltd, 26 Brindley Road, Manchester, M16 9HQ. You must include your gas and/or electricity supply number.

The laws of England and Wales apply to this contract. This contract is subject to the non-exclusive jurisdiction of the English Courts.

11 Energy Safety and Emergencies

11.1 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.

11.2 You agree to use the gas supply so as not to interfere with the efficient supply of gas to other customers.

11.3 In the event of an emergency, a safety issue or as a result of legal or regulatory requirement we may discontinue or restrict the supply of gas to you, and you must stop using or restrict the use of gas upon our or the relevant gas transporter's instruction.

11.4 If you are aware or are concerned about anything relating to the supply or distribution of electricity to you which you think may cause danger or require urgent attention or may affect the security availability and quality of service of the system through which you receive the supply please contact either us or your local distribution company.

11.5 We have a Priority Service Register. If you have any special needs in relation to how you use a utility service then you must let us know.

12 Disclosure of Information

12.1 You agree that we may disclose information about you or your supply to others for any purpose including to:

- a) identify you when you call;
- b) administration of accounts, services and products;
- c) offer you other products and services.

12.2 By entering into this contract you are permitting us, our partner companies, companies both within and outside our group and associates to contact you in writing or by phone with information on other products and Services. You may withdraw this permission at any time by writing to us at Eversmart Energy Ltd, 26 Brindley Road, Manchester, M16 9HQ.

12.3 Information can be shared between us and third parties to fulfil our obligations and for debt recovery and fraud prevention purposes.

12.4 We may monitor and/or record telephone calls, for administering your account, help improve our customer service experience, for security and debt recovery purposes.

13 Use of Personal Information

13.1 Information you provide or we hold on you may be used and/or passed on by us to our partner companies and companies both within and outside our group and associates to:

- a) identify you when you call;
- b) administer your account, services and products;
- c) offer you other products and services.

13.2 By entering into this contract you are permitting us, our partner companies and companies both within and outside our group and associates to contact you in writing or by phone with information on other products and services. You may withdraw this permission at any time by writing to us at Eversmart Energy Ltd, 26 Brindley Road, Manchester, M16 9HQ.

13.3 Information can be shared between us and third parties to fulfil our obligations and for debt recovery and fraud prevention purposes.

13.4 We may monitor or record telephone calls, for administering your account, to help improve our customer service, for security and debt recovery purposes.

14 National Terms of Connection

14.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this 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 gas and/or electricity to, or accepts gas and/or 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, 18 Stanhope Place, London, W2 2HH or see their website at www.connectionterms.co.uk.