

Lumo

Terms and Conditions

Last updated: November 2017

All you need to know about using the Lumo Comparison Service and joining the Lumo Supply Service

If you use either or both of the Lumo Comparison Service and the Lumo Supply Service, you will need to comply with the first section of these terms and conditions (the **General Terms and Conditions**).

In addition to the General Terms and Conditions, you also need to comply with the **Lumo Comparison Service terms of use** if you're using the Lumo Comparison Service, and / or the **Lumo Supply Service terms and conditions** if you're using the Lumo Supply Service.

General Terms and Conditions

1. Our Contract

1.1. In these terms and conditions:

- (a) **We, us, our and Lumo** refers to Lumo Online Ltd which is owned by OVO Group Ltd and operates under the Ofgem supply licence held by OVO Electricity Ltd and OVO Gas Ltd.

(b) **You** are the person who either signed up to take a supply from us, is taking a supply from us, is the owner of property at which a supply is being taken from us, or is the secondary account holder who has consented to being added to the primary customer's account and/or the person using our website for price comparison and switching services, whichever is applicable.

1.2. When we refer to:

- (a) **Content** we mean any content, materials or information you submit to us via the Website or otherwise;
- (b) **Available Regions** we mean those electricity and gas regions that we supply energy in. At present we are able to supply the whole of the UK except region 17 (Northern Scotland);
- (c) the **Lumo Comparison Service** we mean our Website which includes comparison and switching services to change your energy supplier;
- (d) the **Lumo Services** we mean the Lumo Comparison Service and Lumo Supply Service together;
- (e) the **Lumo Supply Service** we mean the service we provide if we supply (or will supply) your gas and electricity;
- (f) the **property** we mean the property or premises at which the Lumo Supply Service will be supplied or which you are using the Lumo Comparison Service in relation to;
- (g) The **supply** (or similar expressions), we mean the sale by us to you of gas and electricity via a gas transportation network or an electricity distribution network (as applicable);
- (h) the **Third-Party Services** we mean the energy services and products that Third-Party Suppliers offer;
- (i) a **Third-party Supplier** we mean a supplier of energy services and products listed on our Website; and
- (j) **Website** we mean our website and smartphone application, including its content, branding, look and feel, get-up and services (including the Services) provided or accessed through the website.

- (k) A **working day**, we mean any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales. All other references to a day refers to a calendar day.
- (l) **Smart Meter Installation Discount**, we mean a discount of £4 per month per meter (i.e. £8 per month for electricity and gas).
- (m) **Independent Gas Transporter (IGT)** we mean one of the seven existing companies (GTC Pipelines, Independent pipelines, ES Pipelines, Energetics, Fulcrum Pipelines, Indigo Pipelines Limited, Energy Assets Pipelines Limited) that develop, operate and maintain local gas transportation networks.

2. Terms and Conditions for the Services

- 2.1. If you wish to use the Services or any part of them, you agree to comply with and be bound by the terms and condition set out in this section.
- 2.2. If you wish to use the Services or any part of them, you must also accept our privacy policy and agree that we can use your personal information and data in accordance with our privacy policy (see here).
- 2.3. If you don't agree to our terms and conditions or our privacy policy, you can't use the Services or any part of them.
- 2.4. We may update and change our Website and the Services from time and time and we may amend any part of these terms and conditions from time to time. Any changes to our terms and conditions will be posted on our Website. If you continue to use the Website and/or Services then this will constitute your acceptance of, and agreement to, any changes we make to these terms and conditions. Specific services that we offer, or make available to you, may also be governed by additional or alternative terms and conditions with us, or other third parties. We'll make these available to you.

3. Eligibility for the Services

- 3.1. In order to create an account on the Website and/or use the Services, you must:
 - (a) be 18 years old or over;
 - (b) provide details on registration that are true, accurate, complete and current;
 - (c) promptly update us with any changes to your account details; and
 - (d) create a password when you register and maintain the confidentiality of that password.

- 3.2. You agree that you will be responsible for any and all activity conducted using your username and password. You agree to take reasonable steps to prevent unauthorised access to your account. If you think that an unauthorised person has accessed your account, please let us know immediately.

- 3.3. When you create an account with us you may be given the opportunity to opt-in to receive marketing emails from us, our group companies or third parties. You can manage your email subscription preferences via our Website or unsubscribe from emails at any time. From time to time, we may need to send you emails relating to your account and the agreement between you and us, and you agree that we do so.

4. Disclaimer and liability

- 4.1. We don't provide any representations, guarantees, and/or warranties of any sort relating to any information provided by any third party and/or that is accessed or obtained by you via our Website.

- 4.2. We make our Website available for UK residents only. We aren't making any offer or promotion of any services or products to persons not resident in the UK.

- 4.3. We make no representations, guarantees or warranties that the Website will be available or appropriate for use by those resident outside the UK.

- 4.4. It is your responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of our Website, information provided by any Third-Party Supplier, information accessed or obtained by you through using Third-Party Services, and any information or content contained therein.
- 4.5. Our Website is provided on an "as is" and "as available" basis. We accept no responsibility and make no representations, guarantees, or warranties that our Website will be available at all times, operate continuously, without interruptions or be fault-free. We may need to make our Website unavailable with or without notice to carry out maintenance or upgrade work, or for other reasons. We accept no responsibility or liability for any interruption or loss of service.
- 4.6. Nothing in these terms and conditions exclude or limit our liability for death or personal injury arising from our negligence, or for our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 4.7. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website (or any part of it) whether express or implied.
- 4.8. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, our Website (or any part of it);
 - (b) use of or reliance on any content displayed on our Website;
 - (c) any failure or delay in any component or part of our Website, the provision of any of the Services, or Third-Party Services (including, without limitation, where you have a delayed or failed switch from your current energy supplier to a new energy supplier and/or you are unable to obtain the cashback, voucher, reduced price tariff, or other reward or incentive to

which you may have otherwise been entitled to were it not for the delay or failure);

- (d) any use of, or reliance on any information, material, software, products or services obtained through our Website or otherwise through using the services we provide (including, without limitation, any information, material, software, or services provided by third parties (including Third-Party Services)); or
- (e) any transaction or agreement between you and an energy supplier that isn't us, or attempt to enter into an agreement or transaction with any energy supplier that isn't us, in all cases even if we have been forewarned of the possibility of such loss or damage.

4.9. Our Website may contain links to third party products, services and/or websites that are not affiliated with us. We have no control over the products, services or websites of these third parties and we do not guarantee or take responsibility for them. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

4.10. We have no control over the contents of third party sites or resources. You should also be aware that the terms of use of any such websites and those websites' privacy policies may be different from those applicable to your use of our Website and you should check the terms of use and privacy policies of those websites accordingly.

4.11. Our Website may contain advertising from third parties. We are not responsible or liable for any misleading or inaccurate advertisements which are the sole responsibility of the advertiser. Any links or advertisements on our Website should not be taken as an endorsement by us of any kind. Furthermore, our Website contains data provided by third parties and we accept no responsibility or liability for any inaccuracies in this material. You agree to release us from claims, disputes and losses of any kind arising from or in any way connected to such disputes with third parties.

5. **Viruses**

- 5.1. We do not guarantee that our Website will be secure or free from bugs, viruses trojan horses, worms, logic or time bombs, distributed denial of service attack or other material or code designed to disrupt the normal use of technology or cause harm (a **Virus**). You are responsible for configuring your information technology, computer programs, platforms and systems in order to access our Website.

- 5.2. You must not misuse our Website by knowingly introducing Viruses. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

- 5.3. We will not be liable for any loss, damage, cost or expense caused by a Virus that may infect your computer equipment, computer programs, data or other material due to your use of our Website, any website linked to or accessed from our Website, or due to your uploading or downloading of any Content.

6. **Intellectual Property**

- 6.1. We are the owner or licensee of the intellectual property rights in our Website, information and content available on or from our Website (excluding the Content), any database operated by us, and any software utilised by us to enable you to use our Website (together, the **Materials**). The Materials are protected by copyright, trademark, database rights, design rights designs (including in the "look and feel" and other visual or non-literal elements), and/or other intellectual property rights (whether registered or unregistered) which belong to us. Our logos, together with our trademarks and/or service marks, may not be copied or reproduced without our prior written consent. All rights are reserved.

- 6.2. We grant you a limited non-exclusive, non-transferable and royalty-free licence to use our Materials solely and only to the extent necessary to use our Website, and for no other purpose.
- 6.3. You may not reproduce, republish, transmit or distribute any Materials without our prior written consent. However, you are granted a limited right to retrieve, display and print pages from our Website, for your own personal and non-commercial use, and to the extent necessary for use of our Website. We reserve the right, in our sole discretion and without notice to you, to terminate the licences granted to you in these terms and conditions and to prevent future access by you to our Website.

7. Indemnification

- 7.1. You agree to indemnify (on demand), defend and hold us and our affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party due to or arising out of your use of our Website or the violation of these terms and conditions by you, or the infringement by you of any intellectual property or other right of any other person or entity.

8. Complaints

- 8.1. You can submit a complaint using our in-app complaint form which can be located via the menu on the smartphone application.
- 8.2. We will aim to respond to your complaint the same day we receive it. If you're not happy with our response, you can ask for your complaint to be escalated to our internal complaints team, who will be in touch within five working days.

- 8.3. If our complaints team doesn't resolve your complaint to your satisfaction, you will receive a final response (called a **deadlock letter**). This will detail what's happened with your complaint and what we've suggested, and give you contact details for the Energy Ombudsman. They're an independent organisation who you can ask to pick things up for you, for free. If they decide that we should do something for you, we legally have to do it (but if they think there's something you should do, you don't have to go with their decision).
- 8.4. We aim to provide an excellent standard of service, however if you feel we may have not achieved this please let us know. We take all complaints seriously, and use our best efforts to resolve these as quickly as possible. If you have any complaints please make these known by sending an email to hello@lumoapp.co.uk.
- 8.5. If you are not satisfied with our response to your complaint you may be able to continue your complaint by contacting the Ombudsman Service (see [here](#)).
- 8.6. If your complaint is regarding a Third-Party Supplier from which you have obtained supply Third-Party Services facilitated by our Website (other than the Lumo Supply Service), then you should address your complaint direct to that Third Party Supplier.
- 8.7. You can also find other useful information on your rights and what we can do to help, including details of the Priority Services Register and how to sign up in the helpcentre of our smartphone app.
- 8.8. You can also get free, independent advice from Citizens Advice so that you know your rights as an energy consumer, including how to get a better deal, to make a complaint, get advice about the quality of your electricity and/or gas supply, or ask for help if you're struggling to pay your bills. To "Know your rights" visit www.citizensadvice.org.uk/energy for up-to-date information or contact the Citizens Advice consumer service on 03454 04 05 06.

9. Other Conditions

- 9.1. If we need to give you a notice for any reason in connection with this contract, we may deliver it by hand or use the postal address and/or email address you have given us most recently.
- (a) If we post a notice to you, it will be assumed to have been delivered two working days after it was posted.
- (b) If we deliver a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).
- 9.2. These terms and conditions, and any documents explicitly referred to in them, are the entire contract between you and us.
- 9.3. Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.
- 9.4. If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.
- 9.5. The headings in these terms and conditions are for convenience only.
- 9.6. You may not assign or delegate any or all of your rights or obligations under these terms and conditions.
- 9.7. We may assign or transfer these terms and conditions (or any rights and/or obligations under them) at any time without notice to you.
- 9.8. Any delay or failure by us to exercise or enforce any right or provision under these terms and conditions shall not constitute or be construed as us waiving our rights.

- 9.9. We aren't responsible for any breach of these terms and conditions caused by circumstances beyond our control.
- 9.10. Except as expressly set out in these terms and conditions, nothing in these terms and conditions shall be construed to create a joint venture, partnership, or agency relationship between you and us, and neither you shall have the right or authority to incur any liability, debt, or cost, or enter into any contracts or other arrangements, in the name of or on behalf of the other.

10. **Governing Law**

- 10.1. These terms and conditions, their subject matter and their formation, are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction. If any provision of these terms and conditions is found to be unenforceable, it will be replaced with a provision reflecting the intent of the original provision.
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Lumo Comparison Service

These terms of use are relevant if you've used the Lumo smartphone application or website to compare and/or switch your energy supplier.

1. You agree that

- 1.1. The content on our Website as part of the Lumo Comparison Service is provided for general information only. It is not intended to amount to advice on which you should rely.
- 1.2. In particular, our Website provides a service where you may:
 - (a) obtain impartial information on Third-Party Suppliers and Third-Party Services; and
 - (b) facilitate an energy supply contract (if any) between you and a Third-Party Supplier for the provision of Third-Party Services.
- 1.3. However, in providing our Website we are not:
 - (a) giving you any advice whatsoever in respect of any Third-Party Services; or
 - (b) recommending or endorsing a Third-Party Supplier or Third-Party Service.
- 1.4. We may inform you of any applicable terms and conditions imposed by a Third-Party Supplier in relation to the supply of its Third-Party Services, and you agree to abide by these terms and conditions if you proceed to use our Website to switch the supply of your energy services to that Third-Party Supplier.
- 1.5. You also agree that:
 - (a) we are solely providing information regarding Third-Party Suppliers and their Third-Party Services, and you are not contracting directly with us for the provision of such Third-Party Services (unless you sign up or are signing up to the Lumo Supply Service);

- (b) you are responsible for transmitting all payments due to any Third-Party Supplier on the terms agreed with the relevant Third-Party Supplier for its Third-Party Services or otherwise, and we shall have no responsibility for the transmission of payments to any Third-Party Supplier; and
 - (c) where a Third-Party Supplier requires details of bank account(s), or your credit or debit card, you shall provide us with such details (where necessary) and we may forward such details to the relevant Third-Party Supplier.
- 1.6. You must not use an automated program (including, without limitation, any web-crawling or screen-scraping software or any equivalent technology or techniques), to access our Website for the purpose of collecting, obtaining and/or accumulating (or other similar activity) data or content in or on our Website. Any such use of an automated program is prohibited and shall be a breach of these terms of use. In the event of such a breach, your right to use our Website will cease immediately.

2. **Materials you provide**

- 2.1. By submitting Content (as defined above), you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable and fully transferable licence to use, reproduce, display, sell, modify and edit the Content. You waive any moral rights you may have in the Content. We will not pay you any fees for the Content and reserve the right in our sole discretion to remove or edit it at any time. You confirm, warrant and represent that you have all rights necessary to grant us these rights. We will permit you to post Content on our Website in accordance with our procedures and provided that the Content is not illegal, obscene, abusive, threatening, defamatory or otherwise objectionable to us or anyone else.
- 2.2. Content uploaded or provided by users of our Website have not been verified or approved by us. The views expressed by users on our Website do not represent

our views or values and you agree that we have no responsibility or liability in respect of users' views.

3. **Restrictions on Use**

3.1. Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes.

3.2. You agree not to:

- (a) transmit any Content designed to interrupt, damage, destroy or limit the functionality of our Website;
- (b) use any automated software to view our Website without consent and you agree to only access our Website manually;
- (c) use our Website other than for your own personal use;
- (d) attempt to copy our data or reverse engineer our processes or software;
- (e) use our Website in any manner that is illegal, immoral or harmful (including to commit or facilitate the commitment of any fraud against us or any Third-Party Supplier);
- (f) use our Website in breach of any policy or other notice on our Website;
- (g) remove or alter any copyright notices that appear on our Website;
- (h) publish any material that may encourage a breach of any relevant laws or regulations;
- (i) interfere with any other user's enjoyment of our Website;
- (j) transmit materials protected by intellectual property rights without the permission of the owner; or
- (k) conduct yourself in an offensive, abusive, defamatory, hateful or harmful manner whilst using our Website.

3.3. We shall be entitled to suspend or terminate your use of our Website without notice to you if you commit a breach of these terms of use.

4. **Comparison Service**

4.1. In respect of the Lumo Comparison Service:

- (a) we strive to ensure the comparison quotes we provide through our Website are accurate and up to date, but tariffs, prices and terms of offers can change with little or no notice. As energy prices fluctuate, we're unable to guarantee you'll be able to achieve your anticipated tariff, price or saving;
- (b) you'll need to answer a number of questions relating to which cover some or all of the questions needed by the Third-Party Suppliers and any intermediaries they may use. The answers you give to these questions will determine the Third-Party Services which may be made available to you;
- (c) you must get permission from any other people whose details you propose to use in requesting a quote, before you provide any of their information. This applies to all information that you provide, but especially sensitive data such as health information. In submitting any other person's details, you are confirming to us that you have their permission to do so, and that they understand how their information will be used; and
- (d) you should take care to answer all the questions honestly and to the best of your knowledge, as this will help the Third-Party Suppliers make sure the Third-Party Services are best suited to your needs.

4.2. We cannot accept liability for errors made by any Third-Party Supplier or their intermediary, or answer complaints on their behalf. In such an event, we recommend you follow the guidelines provided in the relevant Third-Party Supplier's documentation or terms and conditions.

5. **Switching Service**

5.1. When requested we will facilitate your switch from one energy supplier to another (the **Switching Service**). In carrying out the Switching Service, we will need to contact your current energy supplier, and if you do not switch to us, your prospective Third-Party Supplier. You give us and our agents and contractors permission to act as your agent and on your behalf for the purposes of ending the

contract between you and your current energy supplier and facilitating a new contract between you and us or you and your prospective Third-Party Supplier.

- 5.2. If you switch to a Third-Party Supplier:
- (a) we will try to ensure that the process of choosing and switching to a new energy supplier runs smoothly.
 - (b) they, not us, will be responsible for the supply of your Third-Party Services going forward;
 - (c) any energy contract you enter into as a result of using the Switching Service will be between you and your new Third-Party Supplier and we will not be party to that contract; and
 - (d) we will not have any responsibility or liability for any loss, damage, cost or expenses you may incur as a result of you signing a new energy contract or switching your energy supplier.
- 5.3. If you switch to Lumo Supply Service, then we will contract with you under the terms and conditions contained in the Lumo Supply Service section below.
- 5.4. If you change your mind and decide not to switch your energy supplier, then please contact them to let them know. You should have a 14 day cooling off period during which you can cancel without charge. Additional information and rights you have may be contained in your new energy supplier's terms and conditions.
- 5.5. We may reject your application to switch your energy Third-Party Supplier if we believe that you are not using the Website or Switching Service responsibly or legitimately and/or are providing false or misleading information.
- 5.6. A prospective Third-Party Supplier may also reject your application to switch your energy supply. If your prospective Third-Party Supplier rejects your application to switch we may advise you of any reasons for such rejection that are provided to us.

Lumo Supply Service

If you have chosen to have your electricity and gas supplied by Lumo, under a dual fuel energy supply contract, these terms and conditions apply to you.

1. Eligibility requirements

1.1. You will not be eligible for the Lumo Supply Service unless:

- (a) you are allowed to sign up to this contract for the property;
- (b) your property is situated in one of the Available Regions;
- (c) you pay us for your energy via monthly Direct Debit;
- (d) you own the property to which we will be supplying electricity and gas;
- (e) your property has an unrestricted electricity meter that does not have a time of use associated to it (e.g. economy 7, economy 10 etc.);
- (f) your property is connected to mains electricity and gas, and you agree and are able to switch both of these supplies to Lumo;
- (g) your gas is not supplied by an Independent Gas Transporter;
- (h) you agree to manage your account entirely via a smartphone application made available to you via the app store (for smartphones operating on the iOS software) or via the Play store (for smartphones operating on android software). We do not provide a smart phone application for Windows or other operating systems;
- (i) you do not currently have a smart meter installed at your property; and
- (j) you will use the supply for domestic purposes only. If you're not using the supply for domestic purposes, or if you use more than 73,200kWh of gas per year, we can automatically move you onto what we consider is the appropriate non-domestic tariff and the terms and conditions of that tariff will apply instead of this contract.

- 1.2. If you do not comply with the eligibility criteria set out above, you will not be able to join the Lumo Supply Service.
- 1.3. If, after joining Lumo, you stop complying with the eligibility criteria at any time and for whatever reason, you will not be able to receive the Lumo Supply Service. This means we'll have to change you to a dual fuel energy plan operated by another company operating under the OVO Energy Ltd supply licence. If this happens we'll let you know and you'll have the option to switch to a Third-Party Supplier if you don't agree to the terms and conditions of your new plan.
- 1.4. Notwithstanding the Lumo eligibility criteria set out above it is in our absolute discretion whether we sign you up to Lumo.

2. Smart Meter Installation Discount

- 2.1. We will apply the Smart Meter Installation Discount automatically when you join Lumo and it will be visible as an extra line on your monthly statement.
- 2.2. If we install a smart meter for either your gas or electricity supply at your property within the first six months of this Contract, we will continue to apply the Smart Meter Installation Discount unless we remove the Smart Meter Installation Discount. If we are going to do this, we'll let you know in accordance with clause 17.1 of this section.
- 2.3. If we are not able to install a smart meter for either your gas or electricity supply at your property within the first six months of this Contract, and that failure is caused by you (for example, if you do not book an appointment or you miss an appointment), we may remove the Smart Meter Installation Discount for the remainder of this Contract.

3. Our Energy contract

- 3.1. When we refer to:

- (a) Your **contract start date**, we mean the date your contract starts with us. This will be either the date we agree to take over your supply, or when you start to take a supply from us, whichever happens first.
- (b) A **cooling off period**, we mean the period of 14 days from your contract start date. During the cooling off period, you have a legal right to change your mind – see clause 16.3.
- (c) The **supply start date**, we mean for each fuel you receive from us (gas and electricity), the date from when we become the registered supplier of that fuel to the property.

4. Your promises

- 4.1. You promise that you meet all of the Eligibility Criteria laid out in clause 1.
- 4.2. You will keep your contact details (including email address and mobile phone number) up to date. We will use these details to contact you with information about your account, and (if you have opted in to receiving it) to send promotional information.
- 4.3. Should you choose to cancel your contract, you agree to do this via the smartphone application, whether it's a fixed plan or a variable plan, unless you are switching to a new supplier, in which case - see clause 16.8 of this section.

5. Our plans and tariffs

- 5.1. Your contract will be for either a fixed plan or a variable plan.

Fixed plans

- 5.2. A fixed plan is one of our fixed term and/or fixed rate tariffs and the terms for a fixed plan under this contract shall apply.
- 5.3. We will not increase the tariff you pay under your fixed contract for the duration of the contract unless your contract changes – see clause 17 of this section.

- 5.4. If you are on a fixed plan we may decide not to allow you to switch to another new fixed plan with us until your current contract term ends, or we may charge you a fee to do so – for example, if after six months of your current one year fixed plan, we launch a new fixed plan that you want to switch to, then we can decide whether or not to allow you to switch to the new plan.

Variable plans

- 5.5. A variable plan is one of our variable term and/or variable rate tariffs and the terms for a variable plan under this contract shall apply.
- 5.6. We may increase the charges you pay under a variable plan by providing you with 30 days' advance notice.
- 5.7. If you are on a variable plan, you can cancel your contract at any time without incurring a termination fee - see clause 16 of this section.
- 5.8. If you are on a variable plan and we withdraw it from new and renewing customers, we may move you onto the cheapest variable plan that is available at the time.

Deemed contract

- 5.9. You may be on a deemed contract, which means that you are on a contract that you have not actively agreed with us, but exists between you and us automatically because you are taking a supply.
- 5.10. You will be on our cheapest available variable plan for the type of meter you have.
- 5.11. You will not be charged a termination fee if you cancel your contract with us and switch to a different supply.

- 5.12. Your deemed contract will terminate if you sign up to a fixed or variable plan with us, or if you switch to another supplier.
- 5.13. You will be responsible for paying all outstanding charges under your deemed contract. Before you switch to another supplier, we may tell you that we object to the switch under clause 16.10 if you have not paid all outstanding charges.

6. Switching to Lumo

- 6.1. You agree that we're allowed to tell your existing supplier to end your contract with them and to switch the supply to us.
- 6.2. We aren't responsible for any debt or other outstanding charges you may have to pay your previous supplier, unless we have expressly agreed to take on those amounts from your previous supplier (in which case you will be liable to us for those amounts).
- 6.3. We'll make every effort to complete your switch to us and begin the supply start date within 21 days from the date we tell your previous supplier, although this could be delayed because of reasons beyond our control.
- 6.4. We'll let you know when we expect your switch to happen. However, the supply start date we give you is an estimate only and may be changed for reasons outside our control.
- 6.5. We can also change the supply start date if:
 - (a) We don't have all the information we need to complete your switch (including the answers to any questions we've asked you);
 - (b) You tell us you've changed your mind; or
 - (c) You ask us to start making the supply at a later date.
- 6.6. You agree to submit opening meter readings when we ask you to do so.

7. What happens at the end of your fixed plan

- 7.1. We will send you a "statement of renewal" (also known as a "contract expiry notice") between 42 and 49 days before your fixed plan is due to end, informing you of the options available to you.
- 7.2. If your fixed plan ends and you've asked us for a new fixed plan, we'll start a new contract with you for the new fixed plan on the date the old one ends.
- 7.3. If your fixed plan ends and you haven't asked us for a new fixed plan, we will automatically transfer you to the cheapest variable plan available for your meter type and payment method until you switch to a new supplier or you start a new fixed plan with us. We have to do this under Ofgem's rules.
- 7.4. If you are transferred to our cheapest variable plan you may be charged higher unit prices and standing charges, and these charges could change at any time.
- 7.5. If you ask us for a new fixed plan and we change the price of that fixed plan before your new contract starts, we will honour the lower charges if you have asked us to change before your new contract starts.
- 7.6. If you decide to leave us and we hear from your new supplier within 20 working days after your fixed plan ends, or if you enter into a new plan with us in the same period, we'll keep your charges the same until you switch or start the new plan (as applicable).

8. Your meter and access to your property

- 8.1. Your meter will be a credit meter; this means a meter that does not have to be topped up in advance in order for the supply to be made, and includes a smart meter in credit mode.
- 8.2. You are responsible for ensuring your property has an appropriate credit meter installed that meets all the following requirements:

- (a) It is capable of measuring the energy supplied to your property;
 - (b) Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings; and
 - (c) It is suitable and meets industry standards for safety and accuracy.
- 8.3. You are responsible for ensuring that your metering equipment is not lost, stolen or damaged. In this contract metering equipment means the meter itself and all equipment required to operate your credit meter.
- 8.4. If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately.
- 8.5. We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment.
- 8.6. You must pay our reasonable costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property, except if the loss or damage has been caused by something we have done or failed to do.
- 8.7. You agree to give us or anyone acting on our behalf safe access to your property and all metering equipment. If there are obstructions preventing us accessing your metering equipment, you must remove them.
- 8.8. If you have a smart meter that we can read without coming to your property, you agree that:
- (a) We may remotely repair and update it;
 - (b) We may switch it from credit mode to prepayment mode or disconnect your supply (or both) – this will require a change of supplier event, as Lumo will switch you to OVO's prepayment service which is operated under one of its sub-brands, called Boost. We will notify you before this happens;

- (c) 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
- (d) You will not remove any equipment provided to you (such as an in-home display unit) without our consent.

9. **Payments and charges – general**

9.1. You are responsible for paying us for the supply until your contract with us ends, and also paying any charges or debts you have accrued which remain outstanding after your contract ends which have not been taken on by your new supplier.

9.2. We'll calculate the charges for your supply using:

- (a) The gas and electricity you've consumed in kilowatt hours (**kWh**);
- (b) A standing charge, for each "Meter Point Reference Number" (**MPRN**) or "Meter Point Administration Number" (**MPAN**) registered to your property;
- (c) If you're on a fixed plan, the charges that apply to your fixed plan on the contract start date;
- (d) If you're on a variable plan, the charges that apply to your variable plan for the period in which you consumed the gas and electricity;
- (e) If you have a credit meter, any up-to-date meter readings you've given us or, if you haven't given us an up-to-date meter reading, we will act reasonably to estimate the meter readings (using any available consumption data for the premises and other relevant factors or industry standard methods); and
- (f) If you have a smart meter installed, we will take meter readings from the smart meter by accessing it remotely.

9.3. We'll add VAT to our charges at the applicable rate (currently 5% for energy usage, 20% for any other charges).

10. Payments and charges – your payment method

10.1. The only payment method available is Direct Debit, which means paying for your supply in advance each month by Direct Debit, where we set the amount of your Direct Debit. See clause 10.3 below for details.

No other payment methods are supported.

10.2. By signing up to or switching to one of our fixed plans or variable plans for credit meters, or being under a deemed contract with a credit meter, you are agreeing by default to pay by Direct Debit.

10.3. Paying by Direct Debit means:

- (a) You must keep your account in credit by paying for the supply in advance;
- (b) You agree to contact us before the Direct Debit is taken from your bank account if you believe your bill is incorrect;
- (c) We will carry any debit or credit balance forward to the next month's bill;
- (d) You must give us an up-to-date meter reading at least every 90 days (unless you have a smart meter and we receive readings automatically);
- (e) Your monthly Direct Debit amount will be based on the amount of energy we think you'll use during each year of your contract divided by 12 if it's your first year with us, we can increase the Direct Debit amount by up to 25% to cover additional energy use in the winter months;
- (f) We aim to review your Direct Debit at least twice a year, to make sure you are paying enough to cover the energy you use, or offer to reduce your standard Direct Debit if we think you are paying too much;
- (g) We may decide not to reduce your Direct Debit payments unless we have up-to-date meter readings for your account;

10.4. If your account is in debt and you don't repay us (including under a deemed contract), or if you don't comply with the conditions for your Direct Debit:

- (a) We may install a smart meter in prepayment mode in your property;
and/or
 - (b) We may notify you and move you to a different tariff for prepayment which may mean you pay higher unit prices or standing charges on this different tariff.
- 10.5. If a payment is made to your account which we believe to be fraudulent or has been made erroneously:
- (a) We may debit your account with any processing fee charged by the merchant processor, as set out in our Energy Charges lists;
 - (b) We may debit your account with the amount that has been fraudulently or erroneously credited to the account; and
 - (c) We can decide whether to:
 - (i) require payment of the debt immediately; or
 - (ii) allow you to repay the debt in daily instalments.

11. Credit checks and sharing your information

- 11.1. Before we enter into the contract with you, and during your contract with us, we look at any information on you that we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies. For more information on how we conduct credit checks.
- 11.2. We reserve the right to apply for information on all named customers on an account. If you have named another person on your account, you must make sure they know we may perform a credit check on them.
- 11.3. Information supplied to us may be used to:
- (a) Verify your identity;
 - (b) Make decisions on credit and credit-related services that we may provide to you, your partner, or other members of your household or your business (including the appropriate payment method);

- (c) Use scoring methods to assess your application and help us choose what plan and payment method is right for you;
- (d) Prevent crime, fraud and money laundering;
- (e) Check the operation of your credit-related accounts;
- (f) Manage your personal, your partner's and/or business (if you have one) credit or credit-related account or other facilities by the credit reference agency;
- (g) Trace your whereabouts and recover debts that you owe; and
- (h) Undertake statistical analysis and testing, which could include personal details and your energy use. This could be used to create personal profiles (see our privacy policy: <https://www.lumoapp.co.uk/privacy-policy> for more information).

11.4. Information supplied to us will stay on your credit checking history (a footprint) whether you join us or not. It may also affect your credit rating.

11.5. Based on your credit check, we may ask you for a security deposit.

11.6. If you fail to pay us any money you owe, this information may be passed to credit reference agencies and/or fraud prevention agencies. The credit reference agencies keep records for six years after:

- (a) Your account has been closed.
- (b) You pay the debt; or
- (c) Someone takes action against you to recover the debt.

11.7. Your data will not be used to create a blacklist.

11.8. You can contact the credit reference agencies currently operating in the UK – their current details are below. The information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- (a) CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414
- (b) Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to <https://www.econsumer.equifax.co.uk/consumer/uk/showmyequifax.ehtml>
- (c) Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to <http://www.experian.co.uk>

12. Payments and charges – additional charges

12.1. From time to time you may need to pay additional charges relating to the following:

- (a) Testing the accuracy of your meter. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the meter is operating outside the statutory limits, we'll refund the amount outside the statutory limit to you.
- (b) Repairing or replacing your metering equipment - see clause 8 above.
- (c) Changing the position of a meter at your property.
- (d) Disconnecting or reconnecting your supply.
- (e) Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).
- (f) Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.

12.2. Please see our Energy Charges - available at www.lumoapp.co.uk/energy-charges - list for further details of our charges.

13. Payments and charges – late payments

- 13.1. If you're having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment methods available to you.
- 13.2. If you don't pay your bill on time (including under a deemed contract) we reserve the right to switch you to OVO's prepayment service which is operated under one of its sub-brands, Boost. In addition:
- (a) We can add the amount of your debt to your next bill or, if you have a smart meter operating in prepayment mode, we can deduct a contribution towards your debt from any top-ups you make;
 - (b) If your payment method is Direct Debit, we can charge you for the first missed payment and for each missed payment after that;
 - (c) You must pay us any bank charges that we have to pay because of cancelled or failed payments;
 - (d) We can install smart meters in prepayment mode at your property under warrant from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission;
 - (e) We can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission;
 - (f) We can 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; and
 - (g) We may install a smart meter in prepayment mode and move you to a different tariff.
- 13.3. Please see our Energy Charges - available at www.lumoapp.co.uk/energy-charges - list for further details of our charges.

14. **Payments and charges – refunds**

- 14.1. If you would like a refund, our refund policy (<http://www.lumoapp.co.uk/refund-policy>) will apply. This includes you having to submit your meter readings first if you don't have a smart meter.
- 14.2. Where we accept your request for a refund, you'll usually get your refund within seven working days of your request being accepted, unless we've arranged something else with you. We'll pay it into the bank account you use for your Direct Debit unless you ask us to pay it into another account.
- 14.3. If you're switching away from us, you'll receive a refund (if one is due) once we've received meter readings from your new supplier and sent you your last bill.

15. **Moving house**

- 15.1. If you're moving house and tell us at least two working days before you move, via the smartphone app, your contract end date will be the day you move out.
- 15.2. If you tell us after you've moved, or once we hear from the person who's moved into the property, your contract end date will be two working days after you tell us or we hear from the new occupier.
- 15.3. You are responsible for paying all charges incurred:
 - (a) Up to and including your contract end date, if you've told us you're moving; or
 - (b) When someone else takes responsibility for the supply, if you haven't told us you're moving.
- 15.4. You must give us your new address via the smartphone app so we can send you a final bill and your final meter reading(s), unless you have a smart meter, in which case we will take a final reading from your smart meter remotely. If you don't provide your final meter reading(s) we will use the new occupant's reading or our reasonable estimate to generate your final bill.

- 15.5. If you ask us to provide a supply at your new home, we'll cancel your existing contract and set up a new contract for your new property.

16. Celling your contract

- 16.1. You must cancel your contract via the smartphone app, whether it's a fixed plan or a variable plan, unless you are switching to a new supplier, in which case see clause 16.8 of this section.
- 16.2. This clause 16 explains when you may need to pay us a termination fee for each fuel you receive from us (gas and electricity) as part of the supply. For details of our current termination fee please see our Energy Charges list - available at www.lumoapp.co.uk/energy-charges

We will always tell you if a termination fee applies to a plan you're switching to.

- 16.3. For either a fixed plan or a variable plan, you can cancel your contract during the cooling off period without incurring a termination fee.
- 16.4. If you leave us after the cooling off period, we may charge a termination fee (unless we told you that we would not do so in your welcome pack).
- 16.5. You do not have to pay us a termination fee if:
- (a) You have to end your fixed plan because you have moved house;
 - (b) You are leaving us after you have received a statement of renewal from us but before your fixed plan ends;
 - (c) You are leaving us because you do not agree with changes we've made to your contract under clause 17.3;
 - (d) You are on a variable plan; and
 - (e) You are moving from a variable plan to another plan.

- 16.6. Other than the situations set out above, we reserve the right to charge a termination fee. This includes moving away from a fixed plan– in this case we will determine at our discretion whether or not to allow the move (see clause 5.4 of this section) or charge a termination fee.
- 16.7. If your fixed plan comes to an end and you do not renew or take action, you'll automatically move onto our cheapest variable plan. This is an Ofgem requirement.
- 16.8. If you're switching to a new supplier, you don't need to tell us yourself – your new supplier will contact us to cancel your contract on your behalf under Ofgem's rules.
- 16.9. If you agree to pay by Direct Debit and then cancel your Direct Debit, we can end your contract early. If this happens, we have to move you onto the cheapest variable plan offered by OVO, under Ofgem's rules.
- 16.10. If you have outstanding debt and you request to switch to a new provider, we may tell you that we're objecting to the switch request. If you clear this debt within 30 working days, we'll keep your charges the same and allow the switch to happen.
- 16.11. This clause 16 will survive termination of your contract.

17. Changes to your contract

- 17.1. We can change your contract at any time.
- 17.2. We will notify you if any changes are made to your contract and make a copy available to you on our website.

- 17.3. If we make changes to this contract that are disadvantageous to you, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can switch to another supplier or start a new plan with us without paying a termination fee.
- 17.4. None of the following will constitute a disadvantageous change under clause 17.3 above:
- (a) Changing your payment method where your account is in debt;
 - (b) Increasing additional charges under clause 12;
 - (c) Moving you automatically onto a variable plan in accordance with this contract;
 - (d) Changing or withdrawing any benefits in accordance with this contract
 - (e) Increasing the VAT you pay; and
 - (f) Making changes to the contract if we are required to do so by Ofgem's rules.
- 17.5. If you ask us, we can add another person to your contract so that they can administer your account on your behalf. We can't make that person financially responsible for your supply unless they agree to it and they tell us themselves; in which case this contract is automatically amended to make them a party to it from the date they agreed to become a party.

18. Disconnecting the supply

- 18.1. We can suspend or disconnect the supply if you haven't paid your bill on time, and we will restart it as soon as possible once the bill has been paid.
- 18.2. If we have had to suspend or disconnect the supply, we can ask for a security deposit before we restart or reconnect it.
- 18.3. If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for restarting or reconnecting it.

18.4. We reserve the right to terminate this contract if we believe that you are behaving inappropriately or in violation of applicable laws or regulations - for example if you are verbally abusive or behave offensively towards our staff.

19. **Our liability**

19.1. This contract doesn't exclude any liability that we aren't allowed to exclude by law.

19.2. Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

19.3. We aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this contract at the time you entered into it.

19.4. If we're liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

19.5. If we're required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this contract.

19.6. We can't guarantee that the supply will be uninterrupted.

20. **Emergencies & safety**

20.1. If you have a gas emergency, you must report it on 0800 111 999.

- 20.2. If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are available here:
<http://www.Lumoapp.co.uk/help/emergency/>.
- 20.3. You must not use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.
- 20.4. You must not tamper in any way with the supply or any equipment including devices that are provided to you in connection with the supply.
- 20.5. We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us.

21. **National Terms of Connection**

- 21.1. 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 where 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, contact Energy Networks Association at 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF by post, 0207 706 5137 by phone, or see the website at www.connectionterms.co.uk

22. **Other conditions**

- 22.1. If we are unable to continue supplying our customers, Ofgem may give a Last Resort Supply Direction. This means that you could be transferred to another supplier, and your supply will not be interrupted.