

## About Your Contract

**Supply (or similar expressions)** — means the sale by us to you of gas and/or electricity via a gas transportation network or an electricity distribution network.

**Property** — refers to the property at which the supply will be made.

**Working day** — means any day other than a Saturday, a Sunday or a bank holiday in England, Scotland and Wales.

### 1.1 This contract is between you and us.

'We' refers to Out Fox the Market. As does any reference to 'us' or 'our'. Our address is North Mills, Frog Island, Leicester, LE3 5DL. 'You' refers to the person who either:

- signed up to take a supply from us; - is taking a supply from us;
- is the owner/occupier of the property at which a supply is being taken from us;
- or - is the secondary account holder who has agreed to being added to the primary customer's account. Only a person over the age of 18 can sign up to a contract with us.

### 1.2 Your contract with us will start:

- When you agree with us over the phone that we will supply you;
- When you sign your contract in front of one of our engineers
- When we receive the form we gave you, filled in correctly; or
- If applying online, when you click to agree that you accept these terms and conditions.

### 1.3 You may also be subject to these terms and conditions if:

- You move into your property; your tenants move out of your property (if you're the landlord); or
- You become responsible for your property.

## Your Responsibilities

### 2.1 As an Out Fox the Market customer, it is your responsibility to ensure that:

- You either own or live in the property.
- You are allowed to sign up to this contract for the property.
- The property is connected to mains gas or electricity, or both (whichever applies to you).
- You will use the supply for domestic purposes only.

2.2 You keep us updated with your contact details (including email address and mobile phone number), as 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.

## The Zapp! Tariff

3.1 Your contract will be for the Zap Tariff in your region. Regions are divided according to national gas and electricity distribution zones.

3.2 We may increase the charges you pay under your tariff by providing you with 30 days' advance notice.

3.3 You may be on a deemed contract with us, 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. For example, if you move into a house which we supply. A deemed contract will not be at a different rate to our usual Zapp! Tariff.

3.4 You can cancel your contract with us at any time either in writing, by email or over the phone. You will incur no exit fees at any stage.

## Joining Out Fox the Market

4.1 You agree that we're allowed to tell your existing supplier to end your contract with them and to switch the supply to us.

4.2 You can cancel your switch to us during the 14-day cooling off period.

4.3 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).

4.4 We'll make every effort to complete your switch to us and begin the supply within 21 calendar days from the date we tell your previous supplier, although this could be delayed because of reasons outside our control.

4.5 We'll let you know when we expect your switch to happen. However, the start date we give you is an estimate only and may be changed for reasons outside our control.

4.6 We can also change the start date for the supply if:

We don't have all the information we need to complete your switch (including the answers to any questions we've asked you),  
Or you tell us you've changed your mind,  
Or you ask us to start making the supply at a later date.

4.7 You agree to submit opening meter readings when we ask you to do so.

## Your Meter And Access To Your Property

**Meter** – the equipment for measuring the amount of gas and electricity you use, and providing information about it.

**Credit meter** – 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.

5.1 We are not currently taking on prepayment meters, so where we refer to meters it will always mean credit meters.

5.2 You are responsible for ensuring your property has an appropriate credit meter installed that meets all the following requirements:

It is capable of measuring the energy supplied to your property.

Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings.

It is suitable and meets industry standards for safety and accuracy.

**5.3 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 meter.**

**5.4 If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately.**

**5.5 We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment.**

**5.6 You must pay our reasonable costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property (for example, if your payment method is changing – see section 8 below), except if the loss or damage has been caused by something we have done or failed to do.**

**5.7 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.**

## **Payments And Charges**

**6.1 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.**

**6.2 We'll calculate the charges for your supply using:**

**The gas/electricity you've consumed in kilowatt hours (kWh).**

**A standing charge, for each "Meter Point Reference Number" (MPRN) or "Meter Point Administration Number" (MPAN) registered to your property.**

**Any up-to-date meter readings you've given us or, if you haven't given us an up-to-date meter reading, estimated meter readings (using industry standard methods).**

**6.3 You must pay the amount shown on your bill in accordance with your chosen payment method – see section 7 below.**

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

## **Methods Of Payment**

**Direct debit – in this contract can refer to both standard and flexible direct debit.**

**7.1 The payment methods available are as follows:**

**Standard direct debit, which means paying for your supply each month by direct debit, where we set the amount of your direct debit. See sections 7.3 and 7.4 below for details.**

**Flexible direct debit, which means (subject to our approval) paying for your supply each month by direct debit in accordance with sections 7.5 to 7.8 (inclusive) below.**

**Standard credit, which means paying in arrears by cash, cheque or postal order.**

**7.2 You agree to pay by standard direct debit unless you expressly choose a different payment method.**

**7.3 Paying by direct debit means:**

**You must keep your account in credit by paying for the supply in advance.  
If you pay by flexible direct debit, your direct debit amount will be shown on your bill.  
You agree to contact us before the direct debit is taken from your bank account if you believe your bill is incorrect.**

**We will carry any debit or credit balance forward to the next month's bill.  
You must give us an up-to-date meter reading at least every 30 days.**

#### **7.4 Paying by standard direct debit means:**

**Your monthly standard direct debit amount will be based on the amount of energy we think you'll use each year of your contract divided by 12, and if it's your first year with us we can increase the standard direct debit amount by up to 25% to cover additional usage in the winter months.**

**We aim to review your standard 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 it's too high.**

**We may not reduce your standard direct debit payments unless we have up-to-date meter readings for your account.**

#### **7.5 We may allow you to pay by flexible direct debit if you request to do so and will take the following criteria into account:**

**You must already be one of our customers and have received at least one bill from us.  
You must owe us less than half of what we've calculated as being your expected annual bill.**

**We may also at any time decide to move you back to standard direct debit (or to another payment method).**

#### **7.6 If we allow you to pay by flexible direct debit, your direct debit must be for an amount between 75% and 150% of the recommended direct debit.**

**7.7 Paying by flexible direct debit means that you won't be able to have "statements on demand" and we will issue your bill monthly or quarterly, but we can still take the direct debit to cover the amount of your bill even if your bill is late.**

#### **7.8 If we allow you to pay by flexible direct debit and your bill is for more than your direct debit amount:**

**We will use any credit balance in your account to pay the difference.**

**If there is still an amount outstanding on the bill after we use your account's credit balance, we can increase the amount of your direct debit to cover the difference (but the amount of your direct debit will never be more than 150% of the recommended direct debit).**

**If there is still an amount outstanding on your bill after we increase the amount of your direct debit, the outstanding amount will be carried forward to the next month's bill.**

**If we have to increase your direct debit to 150% of your recommended direct debit three months in a row, we can change your recommended direct debit – this will affect the range of direct debit amounts you can select. Alternatively, we may move you to standard direct debit.**

**7.9 If you ask to pay by standard credit, we may run a credit check on you and the result of this credit check may mean you are not eligible to pay by this method. If you are eligible to pay by standard credit, your bill is due on the date shown on the bill and must be paid in full.**

**7.10 We may require a security deposit before we begin to process your switch from another supplier and/or begin your supply or if you are changing payment methods. A security deposit is an amount that we might ask you, in certain circumstances, to pay as security for payment of charges under this contract. It isn't put towards your bill unless you don't pay on time, and it's kept in an account separately from our money but mixed in with other customers' security deposits. The following terms will apply to taking security deposits:**

The amount of security deposit will depend on your individual circumstances and the likely value of your monthly bill.

Your contract with us won't come into effect until we have received the security deposit in full. We may refuse to start the supply until the security deposit is paid, or we may stop supply if we have to use the security deposit to pay one of your bills. If the start date of your supply is delayed because you have not paid the security deposit, we aren't responsible for any charges you have to pay your old supplier.

Based on individual circumstances, throughout your contract we may change the amount held as a security deposit in your account. This may be based on a credit assessment and/or payment history – see section 8 below.

7.11 If you are in debt and don't repay us, or if you don't comply with the conditions for your chosen payment method:

We may install a prepayment meter in your property.

We may notify you and move you to a different tariff for prepayment meters.

You may pay higher unit prices or standing charges on this different tariff.

## Credit Checks And Sharing Your Information

8.1 Before we enter into the contract with you, and during your contract with us, we look at any information we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies.

8.2 We reserve the right to apply for information on all customers. If you have named another person on your Out Fox the Market account, you must make sure they know we may perform a credit check on them.

8.3 Information supplied to us may be used to:

Verify your identity.

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).

Use scoring methods to assess your application and help us choose what plan and payment method is right for you.

Prevent crime, fraud and money laundering.

Check the operation of your credit-related accounts.

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.

Trace your whereabouts and recover debts that you owe.

Undertake statistical analysis and testing, which could include personal details and your energy use. This could be used to create personal profiles.

8.4 This request will stay on your credit checking history (a footprint), whether you join Out Fox the Market or not. It may also affect your credit rating.

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

8.6 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:

Your account has been closed;

You pay the debt; or

Someone takes action against you to recover the debt.

**8.7 Your data will not be used to create a blacklist.**

**8.8 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.**

**CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414.  
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>.  
Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to <http://www.experian.co.uk>.**

## **Additional Charges**

**Ofgem – the Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain.**

**9.1 From time to time you may need to pay additional charges relating to the following:**

**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 payment to you.**

**Repairing or replacing your metering equipment under section 5 above.**

**Changing the position of a meter at your property.**

**Disconnecting or reconnecting your supply.**

**Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).**

**Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.**

## **Late Payments**

**10.1 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. Call us on**

**0800 103 2769**

**or you can also visit our website for more contact options: [www.outfoxthemarket.co.uk](http://www.outfoxthemarket.co.uk)**

**10.2 If you don't pay your bill on time:**

**We can add the amount of your debt to your next bill.**

**If your payment method is direct debit, we can charge you for the first missed payment and for each missed payment after that.**

**You must pay us any bank charges that we have to pay because of cancelled or failed payments.**

**We can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or Sheriff Court in Scotland) without your permission.**

**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.**

## Refund Policy

**11.1** If you would like a refund, our refund policy will apply. This includes you having to submit your meter readings first if you don't have a smart meter.

**11.2** 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.

**11.3** If you're switching away from us, you'll receive a refund once we've received meter readings from your new supplier and sent you your last bill.

## Hero Hub

**12.1** Your account will automatically be managed online unless you explicitly opt out and request paper billing for which there will be a charge of £2 a month.

**12.2** For the purposes of the Online Rules below, Online Account Management refers to your customer portal on our website.

**12.3** If you do have Online Account Management, you agree to follow these Online Rules:

You will provide an email address for receiving communications from us, including those mentioned in (b) below.

You will receive all communications from us electronically, including bills, price changes and other information about your account, or notices we need to send you under this contract or our supply licence. We may send this information to you via your Online Portal or your nominated email address.

You will provide meter readings when prompted before you come on supply with us, and at least once in every three months thereafter, using your Online Portal only.

You will manage your direct debit using your Online Portal only.

You will make any one-off or other ad-hoc payments to us using your Online Portal only.

You will request any refunds using your Online Portal only.

You will update or change your personal details using your Online Portal only.

You will renew your contract using your Online Portal only (if you decide to renew).

You will use your Online Portal only to find out information about your account (including tariff and rate information, statements, charges and usage).

## Moving House

**13.1** If you're moving house and tell us at least two working days before you move, your contract end date will be the day you move out.

**13.2** 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.

**13.3** You are responsible for paying all charges incurred:

Up to and including your contract end date, if you've told us you're moving, or  
When someone else takes responsibility for the supply, if you haven't told us you're moving.

13.4 You must give us your final meter reading(s) and your new address so we can send you a final bill. 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.

13.5 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.

13.6 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.

13.7 If you agree to pay by direct debit and then cancel your direct debit, we can end your contract early.

13.8 If you're switching away from us for any reason, we reserve the right to block any amount of debt that you may have with us unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we've blocked your switch.

13.9 This section shall survive termination of your contract.

## Changes To Your Contract

14.1 We reserve the right to change your contract at any time.

14.2 We will notify you if any changes are made to your contract and make a copy available to you on our website. If you don't have access to the internet and would like a copy in the post, please let us know.

14.3 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 without paying a termination fee.

14.4 Please be aware that none of following constitutes a disadvantageous change:

Changing your payment method (for example, from flexible direct debit to standard direct debit).  
Increasing additional charges under section 9.

Changing or withdrawing any benefits in accordance with this contract.  
Increasing the VAT you pay.

Making changes to the contract if we are required by Ofgem's rules to make them.

14.5 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.

## Disconnecting The Supply

15.1 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.

15.2 If we have had to suspend or disconnect the supply, we can ask for a security deposit before we restart or reconnect it. For more information about security deposits, see section 8.11.

15.3 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.

15.4 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.

15.5 We must emphasise that disconnection of supply would always be a last resort option.



## Our Liability

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

16.2 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.

16.3 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.

16.4 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.

16.5 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.

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

## Using Personal Information

17.1 You agree that we can use your personal information and data in accordance with our privacy policy, which you can find here <http://www.outfoxthemarket.co.uk/privacy-policy/>.

## Emergencies & Safety

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

18.2 If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are here <http://www.outfoxthemarket/help/emergency/>.

18.3 You mustn't use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.

18.4 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.

## Our Complaints Procedure And Your Rights

19.1 You can submit a complaint in person, in writing or over the phone by:

Calling us on

if you pay for your energy monthly.

Emailing us at [kapow@outfoxthemarket.co.uk](mailto:kapow@outfoxthemarket.co.uk)

Using our online web form at <https://www.outfoxthemarket.co.uk/help/feedback/>

Writing to us or visiting us at: Out Fox the Market, 16 North Mills, Frog Island, Leicester, LE3 5DL.

19.2 We will aim to acknowledge your complaint within 2 business hours. 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.

19.3 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).

#### 19.4 You can view our Complaints

Procedure: <https://www.outfoxthemarket.co.uk/help/policy/> in the 'Help' section of our website: [www.outfoxthemarket.co.uk](http://www.outfoxthemarket.co.uk)

19.5 It's easy to get free, independent advice so that you know your rights as an energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. Visit the "Know your rights" section of <https://www.citizensadvice.org.uk/consumer/energy/energy-supply/> for up-to-date information or contact the Citizens Advice consumer service on 03454 04 05 06.

## National Terms Of Connection

20.1 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, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. You can also phone 0207 706 5137, or see the website at <http://www.connectionterms.org.uk/>.

## Other Conditions

21.1 We can transfer any of our rights or obligations under this contract without your permission. However, you must not transfer your rights or obligations under this contract to anyone without our permission.

21.2 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.

21.3 If we need to give you a notice 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.

If we post a notice to you, it will be assumed to have been delivered two working days after it was posted.

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).

21.4 These terms and conditions, and any documents explicitly referred to in them, are the entire contract between you and us.

21.5 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.

21.6 If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

**21.7 This contract is governed by the laws of England and Wales if your property is in England or Wales, and in Scotland if your property is in Scotland. If there is any dispute between us, it will be dealt with by the courts of England and Wales if your property is in England or Wales, and by the courts of Scotland if your property is in Scotland.**

**We updated our Terms and Conditions on 10th October 2016.**