

Home Energy Ltd

Energy Supply Terms & Conditions

Version 1.1

Introduction

Thank you for choosing Home Energy as your new energy supplier.

Please read these Terms and Conditions carefully and keep them safe for future reference. The Terms and Conditions, together with your Welcome Letter, form Our Contract with You. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

In case you don't have the time to read every word of these Terms and Conditions right away, we have written a short summary. Even if you decide not to read the full Terms and Conditions, by accepting our services, you are telling us that you agree to these terms.

The summary provides a general overview of some of the key terms contained in the Terms and Conditions. They are not a substitute for what the Terms and Conditions say, and if there is a clash between the Terms and Conditions and the summary, then what is in the full Terms and Conditions takes priority. If any words start with a capital letter, it means that they are defined in the Terms and Conditions.

If you have any questions or concerns, please contact us. You can do so by telephone at - **03300 246000** or via email at customerservice@myhomeenergy.uk.com .

If you would like us to send you the Terms and Conditions in large print, please email a request to customerservice@myhomeenergy.uk.com

Summary of Key Terms

Cancellation rights

When You sign up to Home Energy as a new Customer, You have a fourteen day Cooling-Off Period from the date on which You signed up (the date on your Welcome Letter), during which You may cancel the contract at any time.

Contract duration

Where Deemed Contract terms apply (where You have not entered into an express Contract with Us, but we already supply the Property), You can leave at any time with no penalty.

Where You have entered into any other type of Contract with Us, the contract will continue until You change supplier, or the Contract ends for any reason.

Please note that, depending on your specific contract, there may be an exit fee payable if You decide to change to another supplier. If there is an exit fee payable it will be specified in your welcome letter.

Moving home

If You are moving into a Property already supplied by Home Energy, please contact our customer service team to provide your details and a meter reading.

If You are moving home, please contact Our customer service team two Working Days before the day You move. We will ask You to provide a final meter reading on the day You leave. If You do this your Contract with Us will end on the date You move out and we can produce your final bill. You can also sign up to Home Energy for your new Property, if You wish to continue being Our Customer.

Changing supplier

You may end this Contract by changing supplier. The Contract will end once a new supplier has started Supplying Energy to the Property.

You may also end this Contract by requesting that the Supply is disconnected, in which case the Contract will end when the Supply is disconnected.

Changes to the contract

If we need to make any changes to the Contract that could disadvantage You in any way, we will inform You of these at least 30 days in advance to the changes taking effect. You will have the opportunity to change to another supplier before the contract changes take effect. You will not have to pay an exit fee provided You tell Us about your switch before the changes take effect.

Our charges

Our charges for the supply of gas and/or electricity are specified in the Welcome Letter, normally sent by email, which forms part of the Contract accepted by You. The price You pay for your Energy is made up of a Unit Rate and a Standing Charge and these are set out in your Energy Plan within the Welcome Letter. The single Unit Rate shows the charge for the amount of gas or electricity that You use. If You are on a time of use tariff, then the price You pay for your Energy is based on time of use rates. The single Standing Charge is a fixed amount per day for Us to make gas and/or electricity available to your Property.

Price changes

We will notify You at least 30 days in advance of any increase in our charges for the supply of gas and/or electricity. You will have the opportunity to change to another supplier before the price increase takes effect. You will not have to pay an exit fee provided You tell Us about your switch before the price increase takes effect.

Credit check

We may perform a standard credit check before agreeing to supply You with gas and/or electricity to your property.

Security deposits

We may at our discretion ask You to pay a Security Deposit. If we do this, You must pay the Security Deposit by the date we specify. We will give You a reasonable time to pay Us. The Security Deposit will be returned to You at the end of six months if You do not miss any payments when they are due. If You miss any payments while the Security Deposit is held by Us, we may at our discretion use this to pay towards any debt and request a further Security Deposit.

Smart Meter

We may not be able to communicate with some early smart meters, so please provide details of the meter to us to check whether we are able to do so. If we can communicate with your Smart Meter, then we will generally collect monthly reads. We will not collect half-hourly data from your meter without your explicit consent for Us to do so.

Prepayment meters

At the present time, we do not offer or support prepayment meters and will be unable to supply you with energy if You have one installed in your premises.

In future, You may have the option of paying for your Energy through a Prepayment Meter combined with a Prepayment Tariff if You wish to do so. In all cases, a Prepayment Meter will only be fitted if it is safe and reasonably practicable to do so. If You pay Our Charges through a Prepayment Meter, we may at Our discretion require You to pay additional charges in certain circumstances.

Meaning of important terms

Here are the meanings and explanation of the words that are capitalised in this document:

Our Customer or **You** is the person who is named as 'The Customer' on the 'your Contract' document.

Agent – Any person appointed by You or Us to read, provide and/or maintain metering equipment or as a Meter operator, data collector, data aggregator, Meter asset provider or Meter asset manager.

Home Energy - the trading name of Home Energy Trading Limited. Related expressions like Us or Our should be read accordingly. Our registered offices are at Stonegate House, 2 Greenfield Rd, Holmfirth, West Yorkshire, HD9 2JT.

Charges – All charges, including payment for the Energy supplied by Us to You and third party charges, such as Meter operator charges, any charges payable under a Deemed Contract and any applicable taxes and levies reasonably attributable to You.

Contract – These Terms and Conditions and the Welcome Letter sent to You when the Contract is agreed between You and Us.

Cooling-Off Period – The period during which You may cancel the Contract, i.e. 14 calendar days from the date the Contract was agreed between You and Us.

Deemed Contract – A Contract which is formed between You and Us where: You own or occupy the Property, we supply Energy to the Property, and we do not have a Contract with any other person for the supply of Energy to the Property.

Domestic Customer – A customer who we Supply at a Property where that Supply is used completely or mainly for domestic purposes.

End of Fixed Term Notice (or the Renewal Statement) – The letter we will send You shortly before the Fixed Term Period of a Fixed Term Tariff is due to end explaining the options available to You.

Energy – The electricity or gas (or both) Supplied to the Property under your Contract with Us.

Exit Fee – A fee You may be charged if You leave a Fixed Term Tariff before the end date.

Fixed Direct Debit – The amount of each Direct Debit payment will be the appropriate fixed amount which has been determined by Us with reference to the applicable tariff and either historic or estimated likely consumption.

Fixed Term Period – The duration of the Fixed Term Tariff.

Fixed Term Tariff – A tariff where the Charges are fixed for the Fixed Term Period.

Gas Transporter – A company licensed by Ofgem to deliver gas through pipes to the Property and operate the gas distribution network for your area.

Green Deal Arrangements Agreement – The Green Deal Arrangements Agreement dated 1 October 2012 (as amended and updated from time to time) which establishes a mechanism for the collection of Green Deal Charges.

Meter – A meter and equipment for measuring and providing information in relation to the Energy Supplied at the Property.

Network Operator – A company licenced by Ofgem to deliver electricity through its electricity distribution network to the Property and operate this network for your area.

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

Prepayment Meter (also known as Pay-as-You-go Meter) – A type of Meter which allows You to pay Our Charges in advance for the Energy we Supply to the Property. We may at Our discretion also require installation of a Prepayment Meter at the Property for the purposes of repaying a debt owed by You to Us for the Supply of Energy to the Property, or where we have requested that You pay a Security Deposit and You have declined our request.

Property – The address at which You have requested Us to Supply You with Energy.

Security Deposit – An amount of money You must pay to Us as security for Us to Supply Energy to the Property, should we request this, unless You tell Us that You would prefer to pay for Energy that we Supply to the Property through a Prepayment Meter instead.

Smart Meter – A Meter we can use to measure how much Energy You are using without having to visit the Property to read the Meter.

Standard Variable Tariff – A tariff which continues until You switch to another tariff or supplier, and where we reserve the right to change the Charges after giving You the required prior notice.

Standing Charge – A daily Charge to keep a Property Supplied with electricity and/or gas, payable whether or not the Property is occupied.

Statement of Renewal Terms – This will be sent to You between 42 and 49 days before the end of your Fixed Term Period and will include information about your new prices in relation to Our Standard Variable Tariff following the end of the Fixed Term Tariff and options to switch to a different Tariff or a new supplier.

Supply – Providing at the Property a supply of Energy (Supply, Supplying and Supplied will also apply).

Terms and Conditions – These domestic general Terms and Conditions.

Unit Rate – The Charge to You for Energy that You consume in pence per kilowatt hour (kWh).

Us - Home Energy Trading Ltd

Variable Direct Debit – If You have chosen a tariff that requires a Variable Direct Debit, then You will pay for the actual amount of energy You use over each billing period. This means that You will pay more in winter when your energy usage is higher and less in summer.

Please note that we don't presently provide variable direct debits.

Welcome Letter – The letter we will send You to confirm the Terms and Conditions of the Contract which are not set out in these Terms and Conditions, e.g. the Charges payable for your Energy supply and explaining your rights to cancel this Contract in the Cooling Off Period.

Working Day – Any day other than a Saturday, Sunday or a public holiday in England and Wales.

The Contract

1. This Contract

1.1 This Contract is between Home Energy Trading Limited (Registered in England and Wales No.10364306). Registered Office: Stoneygate House, 2 Greenfield Rd, Holmfirth, West Yorkshire, HD9 2JT 0FL (Us) and You as a Domestic Customer for the Supply of Energy to the Property. The Contract is formed by these Terms and Conditions together with the Welcome Letter.

1.2 Most of the Terms and Conditions set out below apply to all Domestic Customers but some of them are different where You are a Domestic Customer who is Supplied by Us under a Deemed Contract. Those Terms and Conditions that only apply to customers

Supplied under a Deemed Contract are set out in Clause 2 of these Terms and Conditions – Deemed Contract terms.

1.3 You confirm that You are (or will be by the Supply start date), the owner or occupier of the Property and are responsible for the payment of Charges for the Supply of Energy to the Property. You also confirm that the Property is connected to mains electricity or gas (or both), or will be by the Supply start date when we begin to Supply Energy to You, and that You are aged 18 or over (or if the Property is in Scotland, that You are aged 16 or over).

1.4 We agree to Supply You with Energy for domestic purposes at the Property for the period of the Contract between Us provided that we are able to accept your Contract and transfer your Supply to Us.

1.5 We do not presently supply energy (Gas or Electricity) to businesses.

If You use the Property mainly for business purposes, You must tell Us immediately.

2. Deemed Contract

2.1 These Deemed Contract terms apply where we are the supplier of Energy to a Property registered to Us but You have not entered into an express Contract with Us.

2.2 You agree that, although You have not entered into an express Contract with Us, because You are receiving the supply of Energy at the Property You shall pay Us the Charges in accordance with Our Deemed Contract as described here. You will be liable to pay the Charges for all Energy supplied by Us at the Property until the date on which this Deemed Contract ends. Your obligation to pay the Charges will continue after this Deemed Contract has ended in the case that any Charges remain outstanding on that date.

2.3 In the event of a change of occupier You must tell Us the date You began to take Supply at the property and the electricity and/or gas Meter reading(s) at that time. If You do not provide Us with this information, then we reserve the right to consider that:

a) The start date of Supply to You is the day after the termination date for the outgoing customer.

b) The opening Meter reading(s) for You is the same as the final Meter reading(s) for the outgoing customer.

2.4 Your Deemed Contract will end on the date that You stop owning or occupying the Property if You have notified Us at least two Working Days before the date on which You stop owning or occupying the Property. If You have stopped owning or occupying the Property without telling Us, your Deemed Contract will end on the earlier of:

a) The end of the second Working Day after You have notified Us that You have stopped owning or occupying the Property; or

b) The date on which any other person begins to own or occupy the Property and takes a supply of electricity and/or gas at the Property.

2.5 Your Deemed Contract will end on the date that we cease to supply gas and/or electricity to You or You enter into an express Contract with Us, or You enter into a contract with another supplier.

3. Accepting our Contract

3.1 In order for the Contract to be accepted by both You and Us, You agree to provide Us with the information required to register You as Our Customer.

3.2 The Contract is based on the information provided by You to Us, which You confirm is accurate. Should this information change significantly then You must inform Us of this.

3.3 The Contract will start

Either from the date given on your Welcome Letter.

Or When You start to take a Supply of Energy at the Property by virtue of becoming the occupant of the property despite not having requested an energy supply contract with Us.

This is called a Deemed Contract – please see Clause 2 – Deemed Contract Terms above).

3.4 You also agree that we may at Our discretion carry out a credit check and that as a condition of the Contract we reserve the right to request a Security Deposit from You.

3.5 When You enter into the Contract You are legally entitled to a Cooling-Off Period. This allows You to cancel this Contract by informing Us of your wish to cancel it, whether verbally or in writing, within 14 calendar days of the day it was made. The date when your Cooling-Off Period will end will be set out in your Welcome Letter.

4. Supply start date

4.1 If we do not already Supply the Property, we will start to do this from the date we tell You. This will generally be around twenty-one calendar days from the day you agree our contract (please see Clause 3.5 above)

unless:

a) You ask Us to and we agree to take over the Supply to the Property at a later date; or

b) You tell Us, before we start to supply Energy to the Property, that You do not want Us to start to supply Energy to the Property; or

c) Your previous supplier objects to Us taking over the Supply; or

d) Any governmental or regulatory body or authority prevents Us from taking over the Supply; or

e) We are unable to Supply You with Energy for some reason outside Our reasonable control.

4.2 You must provide Us with an actual Meter reading on the day that we start to Supply Energy to the Property. This will enable Us to commence charging You from the correct meter reading and will also assist your previous supplier in providing You with an accurate final bill. Please contact Our customer service team by phone on **03300 246000** in order to do this.

5. Billing and Payment

5.1 The Charges will be as specified in the Welcome Letter which forms part of the Contract accepted by You unless amended in accordance with Clause 10 – Changes to the Contract.

5.2 If You are on a non-time of use tariff then the price You pay for Energy is based on:

a) A single Unit Rate for Gas and a single Unit Rate for Electricity which are amounts in pence per kilowatt hour (kWh) used; and

b) A single Standing Charge for Gas and a single Standing Charge for Electricity, which are fixed amounts per day.

5.3 If You are on a time of use tariff (which means You pay a different price for the Energy depending on the time of day) then the price You pay for Energy is based on:

a) Time of use rates; and

b) A single Standing Charge, which is a fixed amount per day.

5.4 How often You receive a bill and the method by which You will make payment of the Charges to Us will be detailed in your Welcome Letter. The payment method that applies may be determined by the applicable tariff.

5.5 a) If payment method is by

Fixed Direct Debit, the amount of each Direct Debit payment will be the appropriate fixed amount which has been determined by Us with reference to the applicable tariff and either historic or estimated likely consumption;

Variable Direct Debit, You will pay for the actual amount of energy You use over each billing period. This means that You will pay more in winter when your energy usage is higher and less in summer. **Please note that we don't presently provide variable direct debits.**

b) Your first Direct Debit payment will be payable on the day we begin to supply energy to You.

c) We may change the amount of a Fixed Direct Debit following a review undertaken by Us to ensure that the amount reflects the available and updated consumption information and will notify You of any such change prior to collecting a Fixed Direct Debit of the new amount;

d) If You cancel your Direct Debit payment, then at our discretion we may change your tariff.

e) We will act in accordance with the Direct Debit Guarantee.

5.6 If You choose to manage your account online and receive an online discount, You must provide Us with a valid email address to receive your bills/statements and other correspondence. You may choose to receive correspondence via post, but if You do so You will lose any online discount.

5.7 You must provide Us with at least 4 meter reads a year where it is possible for You to do so. We can provide You with the most accurate bills if You supply us with meter readings each month around 5 days before your next statement or bill is due. In the absence of meter reads your bills will be estimated and we accept no liability should your bills under or over estimate your consumption.

5.8 If You have a Smart Meter and we can collect your readings remotely we will do so. However, we may occasionally ask You to provide a meter read if we are unable to communicate with your meter for technical reasons.

5.9 If we do not receive all or part of the amount that You owe Us then, unless this was due to an error or oversight by Us, we may at Our discretion charge You interest on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England, from the payment due date to the date of payment. We shall also be entitled to pass on to You any third party charges incurred in collecting the debt such as those of a debt collection agency.

5.10 You may dispute an invoice or statement at any time. If You do not agree with Our invoice or statement and You inform Us of this at least 14 Working Days prior to the date on which payment is due, we will not process your Direct Debit. If only part of the invoice or statement is disputed You must pay the part that is not in dispute. Once your dispute is resolved You must pay any Charges outstanding.

5.11 If You have, or expect to have, a problem in paying our Charges, please let Us know as soon as possible and we will provide help and advice. You can contact Our customer service team who will be happy to help by phone **03300 246000**

6. Moving Home

6.1 If You are moving home You must tell Us at least two Working Days before the day You move. If You do this your Contract with Us will end on the date that You move out. If You do not do this, your Contract with Us will continue until two Working Days after the date on which You advise Us that You are no longer responsible for the Charges for the Energy Supplied to the Property or when we are notified of another owner or occupier taking over the Property or becoming responsible for the Energy Supplied to the Property.

6.2 You must give Us a final Meter reading on the day that You move out. This will be used to calculate your final bill. If You have a functioning Smart Meter, we will take a reading of your Smart Meter on the day You vacate the property (as notified to Us by You) in order to calculate your final bill.

7. Leaving Us

7.1 The Contract will end (unless clause 7.2 below applies) after we have received notice from your new supplier of your change of supplier and that new supplier has registered You as its customer and started Supplying Energy to the Property. You may also end this Contract by requesting that the Supply is disconnected, in which case the Contract will end when the Supply is disconnected.

7.2 If You wish to change supplier and You owe Us money due to a failure to make any outstanding payments, we may at Our discretion object to You changing supplier. We will write to You and tell You if we do this. This may delay the transfer to the new supplier until the debt is paid.

8. Our rights

If You have materially breached any of the terms of the Contract or do not pay any Charges due to Us and You have:

- a) Failed to keep to a repayment plan agreed between You and Us; or
- b) Refused to pay a security deposit when requested by Us or

- c) Refused to enter into a repayment plan with Us or
- (d) Refused to use the Fuel Direct scheme when You are eligible to do so.
- (e) Interfered with your meter or it is proven that You have stolen Energy

then, at Our discretion and after full consideration of the information known to Us about your circumstances, we may terminate the Contract and/or disconnect the Supply to the Property). If we intend to do this, we will give You at least seven calendar days' notice prior to doing so.

9. Fixed Term Contract

9.1 If your Contract has a Fixed Term Period we will send You a Statement of Renewal Terms between 49 and 42 calendar days before the Fixed Term Period of the Fixed Term Tariff is due to end. This will include information about your new prices in relation to Our Standard Variable Tariff following the end of the Fixed Term Tariff and options to switch to a new Fixed Term tariff or a new supplier.

9.2 If your Contract has a Fixed Term Period and You choose a new Tariff with a Fixed Term Period offered by Us no more than 49 days before your existing Fixed Term Tariff ends You will be subject to the terms of the existing tariff until the new tariff comes into effect.

9.3 We may apply a new Fixed Term Tariff under the Contract if:

a) We have sent You a Statement of Renewal Terms in accordance with clause 9.1 above; and

b) The Fixed Term Period of the new Fixed Term Tariff is no longer than the Fixed Term Period of the existing Fixed Term Tariff; and

c) The new Fixed Term Tariff is available to other customers or potential customers; and

d) You have given Your written consent for the application of the new Fixed Term Tariff and any associated changes to the Contract.

9.4 If You are supplied under a Fixed Term Tariff and fail to pay Our charges for Energy Supplied to the Property in a timely manner in accordance with these Terms and Conditions, We may at Our discretion change You to a different payment method or to our Standard Variable Tariff. You will be told prior to agreeing the Contract with Us if this is a condition of that particular Fixed Term Tariff.

10. Changes to the contract

10.1 Subject to clauses 10.2, 10.3, 10.4 and the terms specified in the Welcome Letter which forms part of this Contract, we can change the Terms and Conditions of the Contract and Our Charges.

10.2 If You want to change the terms of the Contract and we agree to the change we will confirm the arrangements to You in writing within five Working Days from the changes taking effect or as soon as reasonably practical thereafter.

10.3 If your Contract has a Fixed Term Period we may not change the Terms and Conditions of this Contract prior to the end of the Fixed Term Period unless:

- a) The change is not to your disadvantage; or
- b) The information You have given Us is incorrect or incomplete; or
- c) You cancel your Direct Debit payment agreement; or
- d) There is an increase in VAT payable; or
- e) Clause 10.6 applies.

10.4 If your Contract has a variable price Tariff (such as Our Standard Variable Tariff) and we raise your Charges or make a change to this Contract that puts You at a disadvantage then, unless clause 10.6 applies, we will let You know in writing at least 30 calendar days ahead of the change taking effect. The price rise or change to the Contract will not affect You as long as:

a) You tell Us verbally or in writing that You want to end this Contract (subject to clause 7.1) on or before the day on which the price rise or change takes effect; and

b) You arrange to switch to a different tariff no later than 20 Working Days after (but not including) the date on which the change takes effect; or

c) You arrange for another supplier to Supply your gas or electricity (or both) and we receive notice of this from your new supplier no later than 20 Working Days after (but not including) the date on which the change takes effect that your Supply will be transferred to your new supplier within a reasonable period of time; and

d) We do not prevent the transfer under clause 7.2

10.5 If we intend to prevent the transfer because You owe Us money, we will notify You in writing. If the debt is paid within 30 Working Days of Us notifying You, we will allow the transfer to your new supplier to go ahead and the price rise or Contract change will not apply to You.

10.6 If the changes to the Contract are required or necessary because of changes to the industry agreements under which we operate or changes imposed by any governmental or regulatory body or authority (e.g. Ofgem), the changes will come into effect on the day of notification.

11. Metering

11.1 Under normal circumstances we will provide any equipment necessary to Supply Energy to the Property and appoint suitable Agent(s). All equipment will remain Our property or the property of Our Agent(s). On delivery or installation, You are responsible for keeping any equipment safe and in good order. You must not interfere with it or modify it in any way.

11.2 If your Meter reaches its certification end date then we will need to replace it with a Meter of our choice.

11.3 As a gas or electricity customer, You have the right to provide your own equipment and/or appoint your own Agent(s).

However, we are not able to supply energy to customers who do so.

11.4 If You ask Us to check your Meter for accuracy You must give Us 14 calendar days' written notice and we will arrange to have the Meter tested. If the Meter is found to be working correctly within the prescribed industry tolerance limits You must pay for the test. If the Meter is found to be inaccurate we will pay for the test and the cost of replacing or repairing the Meter. In this case we will also recalculate your bills and make any adjustment we reasonably consider appropriate to reflect any Meter inaccuracy discovered.

11.5 If your meter stops recording then You must let us know as soon as You notice. We may bill You based on an estimate of your historical consumption from the last read received and the date we replace the meter.

11.6 If we have provided You with an In-Home Display when we installed a Smart Meter, then we will replace it free of charge if it stops working within 1 year of the Smart Meter installation. After 1 Year we may charge You for a replacement if You wish to have one.

11.7 We will take all reasonable steps to ensure the information on your Smart Meter (and In-Home Display) is up to date and accurate, but this will be dependent on us being able to communicate with the meter.

12. Prepayment Meters

We do not presently supply energy to customers whose premises are fitted with a prepayment meter.

13. Security deposits

13.1 We may at Our discretion ask You to pay Us a Security Deposit. If we do this, You must pay this by the date we specify. We will give You a reasonable time to pay Us.

13.2 The Security Deposit will be returned to You at the end of six months if You do not miss any payments when they are due.

13.3 If You miss any payments while the Security Deposit is being held by Us, we may at Our discretion use this to offset debt and request a further Security Deposit.

14. Other charges

In addition to Our standard Charges for Supplying You we may, at Our discretion, also charge You for other reasonable costs. These include:

- 14.1 Costs to visit the Property to disconnect or reconnect your Supply; or
- 14.2 Costs to repair a damaged Meter; or
- 14.3 Costs of moving your meter(s) to another position in your home
- 14.4 Costs of performing meter accuracy tests
- 14.5 Costs in recovering money You owe Us. This may include administration costs and the costs of visiting the Property or obtaining a warrant of entry; or
- 14.6 The value of any Energy used which has not been charged for by Us as a result of interference with a Meter; or
- 14.7 Where You fail to keep an agreed appointment with Us or Our Agents without giving Us 48 hours' notice; or
- 14.8 If You fail to respond to Our attempts to contact You and we have to visit the Property; or
- 14.9 Administration costs arising from payment failures, such as returned cheques or cancelled Direct Debits.

15 Access to your Property

15.1 You agree to give Us, Our Agents, the Gas Transporter and the Network Operator (as applicable) safe access to the Property and the Meter in the following circumstances:

- a) At all reasonable times for any reason that relates to your Energy Supply or the Meter in order to enforce Our rights and carry out Our obligations under the Contract; and
- b) At all reasonable times after this Contract ends to collect equipment that belongs to Us; and
- c) At any time in an emergency.

15.2 You must provide unobstructed access to the Meter for Meter reading and maintenance or removal. If we need to relocate the Meter for any reason, we may at Our discretion charge You for the related costs unless You are eligible for this work to be done free of charge.

16 National Terms of Connection

16.1 If we supply You with electricity under this Contract, You are also entering into a standard connection agreement for your electricity with your local electricity Network Operator. There is no similar agreement for gas.

16.2 We are 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 electricity to, or accepts electricity from, your Property. If You want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association
6th Floor, Dean Bradley House
52 Horseferry Road
London, SW1P 2AF

Phone: 0207 706 5137

Website: www.connectionterms.co.uk

17 Energy Supply, Safety & Emergencies

17.1 We cannot guarantee that your Supply is uninterrupted. In certain circumstances your Supply may be restricted, for example:

- a) To avoid danger to persons or property; or
- b) If it is unlawful to continue your Supply; or
- c) If maintenance to the local distribution network is required.

17.2 We are not responsible for any losses incurred should we need to suspend or restrict your Supply in an emergency or for safety reasons.

17.3 If You have a gas emergency, You must report it on 0800 111 999 (24 hours).

17.4 If You have an electricity emergency, You must report it on 105 (24 hours).
It's free of charge and will put You through to your **local network operator** who can give You help and advice.

You must not use the Supply in a way that could endanger persons or property or affect the supply of another property.

17.5 If You believe that your Meter or any other metering equipment may be damaged, You must let Us know at once.

17.6 If there is a major emergency affecting a Network Operator or a Gas Transporter and the government gives a direction under the Fuel Security Code we may recover from You a reasonable proportion of the additional costs suffered by Us as a result of the direction.

18 Green Deal

18.1 Please note that Home Energy is not a Green Deal Licensee under the Green Deal Arrangements Agreement. We are therefore prohibited from Supplying electricity to any Property that has a Green Deal in place.

If the Property has a Green Deal in place You will need to contact another supplier which is a Green Deal Licensee for your electricity Supply.

However, we are able to Supply the Property with gas only should You still wish to be Supplied by Home Energy for this fuel.

19 Limitation of Liability

19.1 We accept full legal responsibility if we or Our Agents kill or injure somebody (or cause somebody to be killed or injured) because we or they have been negligent or if we or they act fraudulently. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and You knew it might happen, for example, if You discussed it with us during the sales process.

19.2 Subject to clauses 19.1 and 19.3, in the case of the Supply of electricity and/or gas, if You suffer any loss or damage, Our liability to You will be limited to £100,000 for each event that causes You loss. If there are a number of connected events that cause You loss, Our responsibility will be limited to £100,000 in total for these events.

19.3 Subject to clause 19.1, we will not, under any circumstances, be responsible for:

- a) Any financial loss or damage, for example loss of profit, income, business, contract or goodwill; or
- b) Any loss which, when we made this Contract with You, we could not reasonably have expected would happen even if we, Our employees, subcontractors or Agents did not follow the requirements of these Terms and Conditions; or
- c) Failure to provide Energy due to anything beyond Our reasonable control.

19.4 Subject to Clause 19.1, if the Gas Transporter or Network Operator causes You any loss or damage, we will only be legally responsible to You for the amount we are entitled to recover from the Gas Transporter or Network Operator (or both) on your behalf.

19.5 Nothing in these Terms and Conditions shall impose any liability on Us in respect of non-performance where the performance claimed is outside the terms of your Contract or where such non-performance is directly due to your acts, omissions, negligence or default.

19.6 If we are required to take action under Our gas supply licence, electricity supply licence or any other rules that are binding on Us, we will not be in breach of the Contract.

20 Use of personal information

20.1 To become your Supplier and manage your account we will need to hold and share personal information on You. How we manage your data can be found in our Privacy Notice which can be found on our web site at www.myhomeenergy.uk.com

If You do not have access to the internet and would like a copy sent to You please contact our customer service team on **03300 246000**.

21 Help and advice

21.1 If You wish to make a complaint we have a formal complaints handling procedure. A copy of Our policy "Complaints Handling" is available on Our website or on request from Our customer service team on **01372 236000**.

21.2 If You have a complaint please contact Our customer service team in the first instance on **03300 246000** or by email to complaints@myhomeenergy.uk.com.

21.3 If we do not resolve a complaint to your satisfaction (including if we do not give You Our decision on your complaint within eight weeks), You may refer the matter to the Energy Supply Ombudsman. The Ombudsman's contact details can be found at www.ombudsman-services.org/contact-Us-energy

21.4 You can seek independent advice in relation to your complaint at any time from Citizens Advice consumer service. Phone: 08444 111 444 if You live in England, 08444 77 20 20 if You live in Wales or 03454 04 05 06 if You live in Scotland.

21.4 Home Energy takes its compliance with Ofgem's standards of conduct seriously. You can obtain a copy of these standards at:

https://www.ofgem.gov.uk/system/files/docs/2017/10/standards_of_conduct.pdf

22 Other important information

22.1 These Terms and Conditions together with the Welcome Letter are the entire agreement between You and Us and supersede all prior agreements between You and Us.

You may not rely on any statement that is not contained in the Terms or Conditions or in the Welcome Letter.

22.2 You cannot transfer any of your rights or obligation under this Contract to another person without our prior written permission.

22.3 We can assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of Our rights (including the right to recover unpaid charges) or interests and liabilities under the Contract and/or sub-contract any of Our obligations under this Contract, in each case without your prior consent. If a change described in this clause disadvantages You in any way, we will inform You of the change at least 30 days in advance to the change taking effect. You will have the opportunity to change to another supplier before the contract changes take effect without any exit fee being payable by You.

22.4 The Terms and Conditions of this Contract remain in force at all times. If we have not enforced a particular clause that does not mean that we will not take action in the future.

22.5 Communications with You may be recorded for training and quality control purposes. This includes telephone calls and emails.

22.6 You agree to receive communications by email and also agree that these methods are to be considered legally enforceable communications in writing.

22.7 Written notice sent by First Class post, by hand or by email will be considered delivered one Working Day after it was sent. This will not apply to email if the sender has received a message by return saying that the email has not been delivered.

22.8 We are required to end this Contract immediately if:

- a) We no longer have the relevant licences to Supply the Property; or
- b) Any governmental or regulatory body or authority (e.g. Ofgem) tells another supplier to Supply your gas or electricity.

22.9 We operate Our business under the obligations placed on Us by the Utilities Act 2000 and other industry and government regulations. If these change we may alter these Terms and Conditions to reflect any new obligations and/or costs placed upon Us. If this happens we will tell You in writing.

22.10 If a court or other government or regulatory authority or body tells Us a part of this Contract is not valid, the rest of the Contract will not be affected.

22.11 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts.

If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

22.12 This Contract is between You and Us. Unless expressly provided in this Contract, no other person shall have any rights to enforce any of its terms. Neither of us will need to get

the agreement of any other person in order to end the contract or make any changes to these terms.

22.13 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that You do anything You are required to do under these terms, or if we delay in taking steps against You in respect of your breaking this Contract, that will not mean that You do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.