

## 1. WHEN YOUR CONTRACT STARTS

- 1.1. Your Orbit Energy contract starts when we send out your welcome pack.
- 1.2. Our service is an online one, and by agreeing to have your energy supplied by us you promise to:
  - 1.2.1. Make sure you have a suitable laptop, tablet or smart device that allows you to manage your account online.
  - 1.2.2. Regularly send us meter readings via your online account so we only bill you for the energy you use.
  - 1.2.3. Use your online account to access your statements, bills and other Orbit Energy communications.
  - 1.2.4. Keep your personal details including the email address linked to the account accurate and up to date.

## 2. WHEN ENERGY SUPPLY STARTS

- 2.1. When you register, we'll let you know when your energy supply is likely to switch to us. It should be around 21 days from the date we send out your welcome pack, unless we don't have all the information we need – in which case we'll let you know and do our best to fix the problem.
- 2.2. If your current supplier objects to your switch to us, we'll let you know, and also try to help you to resolve the issue.
- 2.3. We're not responsible for any outstanding balances with your old supplier.
- 2.4. You must use the meter provided unless agreed with us in writing in advance. Usually this meter is already installed in your property. If we need to replace your meter, we may also need to adjust your plan – but we'll advise you of any changes at least 30 days in advance.
- 2.5. If you install your own meter, we will not be responsible for its maintenance, and may charge you a reasonable cost to replace if you move out of the property.

## 3. CHANGING YOUR MIND

- 3.1. You must contact us by phone during the 14-calendar day cooling off period if you wish to move to a different plan or cancel your switch entirely. The period begins on the date you receive your welcome pack. If we already supply energy to the

property and you choose to cancel your contract, you'll still be responsible for the property's energy charges until a different supplier takes responsibility. If you move into a property we supply without signing up to one of our plans, your charges will be calculated according to our deemed contract.

3.2. You can still move to another supplier after the cooling off period. However, we'll continue to supply your home until your chosen supplier takes over – and you will need to pay for the energy you use. We'll let you know how much this is in your final bill. You also may need to pay exit fees depending on your Orbit Energy tariff.

#### 4. DEEMED CONTRACT

This is a contract between us and you the owner or occupier of a property where we supply gas/electricity that hasn't actively agreed to be supplied by us. This can happen when you move into a property and don't notify the supplier or if you don't meet any of your customer obligations detailed in this contract.

#### 5. PAYING FOR THE ENERGY

5.1. You are responsible for paying us for your energy while we supply your property.

5.2. We'll calculate your energy charges using:

5.2.1. The electricity and or gas you've used in kilowatt hours (kWh).

5.2.2. The daily standing charge for each "meter point reference number" or "meter point administration number" we supply at your property.

5.2.3. The electricity and/or gas tariffs that apply to consumption in a specific period.

5.2.4. Any standard credit meter readings you've given us, any readings the meter has given us or, if no up-to-date meter reading is available, an estimated meter reading (using industry standard methods).

5.3. If you have a standard credit meter, you must either pay the amount shown on your bill or the fixed amount you have agreed to pay.

5.4. We'll add VAT to all our charges at the appropriate rate.

5.5. If you ask us to test your meter's accuracy, you must cover the cost of the review. We'll tell you the cost, and can provide a breakdown, at the time. If the

National Measurement Office decides the meter is operating outside of the statutory limits, we'll refund your payment.

5.6. Any updates to our energy prices are always available at [www.orbitenergy.co.uk](http://www.orbitenergy.co.uk).

5.7. You agree to pay for your energy monthly, using one of our approved payment methods, according to the product you've chosen.

5.8. If you're having trouble paying your bill, please visit [www.orbitenergy.co.uk/faqs](http://www.orbitenergy.co.uk/faqs) for all the important facts, FAQ's and third parties who may be able to help.

5.9. If you do not pay by automatic payment, we'll issue an invoice that is payable 10 working days from the day you receive it.

5.10. We will carry any debit or credit balance forward to your next bill/statement.

5.11. So we can bill you as accurately as possible from the start, we'll ask for a meter reading just before you become our customer. We'll then regularly remind you to enter meter readings via the approved methodology explained in your online account.

5.12. Your automatic monthly payment amount is based on the cost of the energy we think you'll use during the year – based on the information you've shared - split into 12 equal monthly payments. When we set up your account, we'll tell how much the automatic payments are, and the dates we intend to take them. Shortly after you join us, your previous supplier will provide us with your consumption history, and we'll check your payment amount is right. We'll let you know then if we need to change it, and explain any adjustments.

5.13. From time to time, and at least once a year, we'll check your automatic payment amount is in line with the cost of the energy you use. If we find we need to change your automatic payment, we'll notify you by email three days in advance of the payment, or another period we agree on.

5.14. We may complete a credit reference check when you submit your application. Based on the score, we may ask for a security deposit. In this case, the contract won't start until we have received the security deposit in full.

5.15. We may report your payment history, including late payments and defaults, to credit reference agencies. This could impact your overall credit score.

5.16. If your supply's start date is delayed because you haven't paid a security deposit, we're not responsible for any charges due to your old supplier.

5.17. We may give you the choice of using a prepayment meter if this option is available.

5.18. A security deposit's amount depends on your individual circumstances, but can be up to the value of two peak periods' consumption. Security deposits are repaid once you've established a good payment history.

5.19. If you don't pay your bill on time:

5.19.1. The amount of your debt will be added to your next bill.

5.19.2. If you usually pay automatically and you do not make a payment to us on the date it is due by another means, we can charge you up to £15 for each missed payment to cover the administrative costs of recovering outstanding payment.

5.19.3. If your energy bill remains unpaid, we have the right to install a prepayment meter or disconnect your energy supply without your permission under warrant from the Magistrates' or Sheriff's Court.

5.19.4. We can temporarily suspend or permanently disconnect the supply without requiring your permission.

5.20. If you feel you're due a refund our Refund Policy will apply which can be found on our website at [www.orbitenergy.co.uk/faqs](http://www.orbitenergy.co.uk/faqs).

5.21. We operate within the Direct Debit guidelines which are explained at [www.directdebit.co.uk](http://www.directdebit.co.uk).

5.22. While we will always tell you beforehand, some circumstances may require additional charges under this agreement:

5.22.1. If you ask us to undertake any voluntary work on the energy infrastructure of your home (e.g., moving your meter from its current location or disconnecting supply), we will notify you at the time of any additional charges.

## 6. MOVING HOUSE

6.1 You will find lots of important information on how to move your supply to your new home in your Welcome pack and on our website at [www.orbitenergy.co.uk/faqs](http://www.orbitenergy.co.uk/faqs). We'll ask for a meter reading on the day you move out. If you don't tell us you're

moving out or don't supply a meter reading, you'll be responsible for all charges until you do.

6.2. If you don't let us know, your contract only ends when a new person moves into the property. You'll be liable for all costs until this occurs.

## 7. ACCESS TO YOUR METER

7.1. From time to time we'll need access to your meter. You must agree to provide us, or any person we have authorised acting on our behalf to safe, unrestricted access to your energy meter and its associated equipment. If your meter equipment is obstructed, it's your responsibility to remove the obstruction and pay any associated costs.

7.2. We may charge you if you don't let us know we can't access your meter equipment at least 48 hours before a booked appointment.

7.3. If your meter is ever damaged or stolen, you must let us know immediately.

7.4. If your agreement with us ends, you must give us access to any meter equipment we've provided if we wish to recover it.

## 8. CHANGES TO THE CONTRACT

8.1. From time to time, we may update your contractual terms to comply with changes to laws or regulations, to follow legal advice, or if our business necessitates a change to these Terms of Service.

8.2. We will never change the agreed unit rate energy charges for the duration of an Orbit Energy fixed rate tariff contract.

8.3. We will give you 30 days' notice if a change to this agreement results in your energy rates increasing. If you do not agree with the changes, you can switch to another supplier without any penalty. This doesn't apply if, in accordance with this agreement, we change your payment method or you automatically move onto a variable plan. We'll also keep your prices the same until you switch or start the new tariff (as applicable) if we hear from your new supplier or you move onto a new tariff with us within 20 days of the change.

8.4. We can object to you switching, for any reason, if there are outstanding charges on your account.

8.5. If you have a prepayment meter with less than £500 outstanding, you may switch to a new supplier if you successfully apply to them to take on the debt.

8.6. We can add another person to your agreement so that they can administer your account on your behalf. Financial responsibility will still remain with the person who resides in the property.

8.7. If you're on a variable tariff and we withdraw it from new and renewing members, we may move you onto a new tariff that is open to new and renewing customers. If this increases your tariff, we'll email you at least 30 calendar days before the move.

## 9. CANCELLING YOUR CONTRACT WITH US

9.1. You have the right to cancel your agreement up to 14 days after the day your agreement starts. This is your cooling off period. Once we start supplying your energy, you can only cancel your agreement by switching to another supplier or starting a new agreement with us.

9.2. You don't need to tell us if you are switching. Your new supplier will contact us to cancel your agreement on your behalf.

9.3. We may end this contract if;

9.3.1. You are in material breach of the contract,

9.3.2. You did not pay us what you owe us when it was due,

9.3.3. We no longer have the relevant licences to supply your energy,

9.3.4. If Ofgem gives a "Last Resort Supply Direction" to another gas or electricity supplier in relation to your premises, the fuel it specifies will be voided from this agreement.

## 10. CANCELLING YOUR AUTOMATIC PAYMENT

10.1. You have the right to inform your card issuer to cancel/withdraw your authority for us to take any automatic payments. You should check the terms with your card issuer, for example whether you need to give a certain amount of notice, or cancel in writing. If your contract requires automatic payments and you no longer pay by this method, your terms may change – including the amount you pay.

10.2. If, after cancelling/withdrawing your authority for us to take automatic payments (by contacting your card issuer in accordance with Clause 9.1), payments

still continue to be taken; you should contact your card issuer, who is liable to refund you under the Payment Services Regulation.

10.3. You must notify us if you cancel/withdraw your authority for us to take automatic payments, so we can update our records. You must also arrange alternative means of making any required payments.

## 11. DISCONNECTING YOUR ENERGY SUPPLY

11.1. We can disconnect the supply of energy to your property:

11.1.1. If you haven't paid your bill on time. We will restart it as soon as possible once the bill and any additional collection charges have been paid.

11.1.2. If there has been a material breach of the contract.

11.1.3. Where we reasonably believe that the meter has been damaged or tampered with - not as a result of work carried out by us or one of our appointed agents.

11.2. If we disconnect the supply of energy you must pay any other additional charges that may apply:

11.2.1. Our reasonable costs incurred during disconnecting and reconnecting the supply of energy.

## 12. WHAT WE'RE RESPONSIBLE FOR

12.1. Our liability (including for negligence and breach of statutory duty) is limited to £1000 for each unconnected event that we are directly responsible for, or £1000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

12.2. We are not 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 agreement at the time you entered into it.

12.3. If we are 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.

12.4. If we're required or entitled to take action under our gas or electricity supply licences, or any other binding rules, we won't be in breach of this agreement.

12.5. The reliability of your energy supply will be the same irrespective of the supplier you choose. As we do not directly control the reliability of your energy, we can't guarantee your supply will be uninterrupted.

12.6. We shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond our reasonable control (Force Majeure Event).

### 13. USING PERSONAL INFORMATION

We both agree that we can use your personal data in accordance with our Privacy Policy, which you can find on our website at [www.orbitenergy.co.uk/privacy-policy](http://www.orbitenergy.co.uk/privacy-policy).

### 14. EMERGENCIES AND SAFETY

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

14.2. If you have an electricity emergency, you must report it to your local electricity distributor – you'll find their contact details at [www.orbitenergy.co.uk/emergency](http://www.orbitenergy.co.uk/emergency) or [www.energynetworks.org](http://www.energynetworks.org).

14.3. You must not use your energy supply to endanger people or property, or interrupt the electricity or gas supply of any other property.

### 15. NATIONAL TERMS OF CONNECTION

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 agreement 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 home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at [www.connectionterms.org.uk](http://www.connectionterms.org.uk).

### 16. OTHER CONDITIONS

16.1. In the event of a company restructure, change of ownership or another event required as part of our general course of business, we may transfer any of our rights



or obligations under this agreement and it may not be possible to notify you or seek your permission beforehand.

16.2. In the event of a change of ownership, change of tenancy or any other change that may affect this agreement or the supply of your energy, you must get our agreement before transferring your rights or obligations.

16.3. If we need to serve a notice on you in connection with this agreement, we will use either your email address or postal address that you have provided to us. If we post a notice to you in connection with this agreement, it will be assumed to have been delivered two Working Days after it was posted unless it is issued to you by hand or email in which case it will be considered to have been delivered immediately.

16.4. These Terms and Conditions, and any documents explicitly referred to in them, are the entire agreement between you and us.

16.5. Nothing in this agreement affects our legal rights or powers. Nothing in this agreement affects any of your statutory rights that can't be excluded by law.

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

16.7. This agreement is governed by the laws of England if your property is in England, 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 if your property is England and by the courts of Scotland if your property is in Scotland.