

Zog Energy Terms and Conditions

Key Points

- Your contract will be fixed for a period, depending on the contract length you sign up to, which means the standing charge and the price you pay for each unit of gas you use will stay the same throughout the contract period. Your contract duration and pricing is stated in your welcome letter.
- Your fixed price period starts from the date we begin to supply you with gas.
- You have a cooling off period of fourteen working days from the date you agree to take supply with us to change your mind and cancel the contract with no charge. After the cooling off period, if you want to end your contract early this will cost you a fee that can be found in your welcome letter.
- At the end of the contract period unless we hear from you, you will be moved automatically to our variable priced tariff. You can leave this at any time without penalty.
- You will pay by Direct Debit in advance for the gas you use. The date and amount of your payments will be shown on your welcome letter. You should make sure you have enough in your bank account to cover the Direct Debit.
- If you join in the winter months your initial Direct Debit payments may be higher to avoid you falling into debt immediately.
- We will review your usage twice a year and may change the Direct Debit amount, giving you at least 5 days notice of any changes.
- It is important to us that we have an opening meter reading taken close to the start of your contract so we can bill you accurately.
- We will email you a statement once a month.
- You should let us know immediately about any suspected gas leak or about damage to your meter. The contact number for emergencies is 0800 111 999.

Standard Terms and Conditions for Domestic Gas Supply

Glossary

we, us, our

Zog Energy, which is the company that supplies gas to your home.

working day

Any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday.

you

The person taking the supply of gas.

fixed pricing period

the period from the start of supply until the end of the contract

deemed tariff

A deemed tariff is where we supply the property but no contract has been agreed with the customer.

Supply

We provide for the supply of gas to the designated delivery point for natural gas customers, in the framework agreed with relevant gas transporters.

We may need to charge a higher cost if we find it costs us more to transport gas to you.

We may not be able to supply gas if the connection has been terminated by the network operator.

We only take on supply to credit meters.

If you fall behind with your payments we may change your meter to pre-payment to recover the debt. We may pass the cost of the meter change to you.

Your gas supply from us will end if Ofgem terminates our licence to supply gas. If this happens, Ofgem will appoint a replacement gas supplier so that you continue to have access to gas.

These terms will continue to apply until you have paid us for all gas used up to the point at which your gas supply from us ended.

We may cut off your gas supply if supplying gas to your home might put the public in danger.

Switching Process

We will ask you to provide us with a meter reading 5 working days before we start to supply services to you. If you cannot or do not provide us with a reading then we will use an estimate based on your previous readings and your annual usage.

We will inform your current supplier that you are switching to us and the date you are due to switch. Your current supplier may object to you switching

Duration

These terms apply from the date on which you ask us to arrange to supply you with gas.

The contract agreement starts from the date you:

- Fill in the application to become a customer, either online or offline.
- Agree to take supply from us over the phone.

The contract duration depends on the fixed period you choose.

There is a cooling off period of fourteen days to cancel the agreement. After this cooling off period there is a charge to cancel the agreement.

The fixed price period starts from the date we start to supply you with gas.

We will inform you near the end of the fixed price period that it is coming to an end. You may choose to change to another of our tariffs or leave us without penalty. If we do not hear from you we will automatically move you to our variable rate tariff. You can leave this at any time without penalty.

Pricing and Payment

You agree to pay monthly by direct debit. You further agree that there will be sufficient funds in your account to cover the amount due each month.

Your monthly payment amount will be calculated based on the expected volume of gas you use in a year and spread over 12 monthly payments.

If you join us in the winter months we may set your monthly payment higher (a winter loading) to recognise the higher usage during that period.

We will review your payments every six months and adjust if necessary to make sure you pay the right amount for your usage over a year.

The review of usage will be based on meter readings taken by us and supplied by you.

You are responsible for making sure you can pay your Direct Debit on time. If you fail to pay a Direct Debit, we will charge you a £25 payment-failure fee. We also have the right to recover from you any other bank charges we have to pay because of cancelled or failed payments.

If you continue to miss payments, we will try to contact you by email or phone, and then by letter, before referring the matter to a debt-collection agency.

If you continue not to pay, we can charge you interest at 4% above the current Bank of England bank rate. If we charge interest, it will be charged on the total amount you owe (including VAT). VAT is not charged on the interest itself. This will apply from the date the payment became due until you make it.

If you are having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment options available to you.

If you do not pay your bill within 30 days, as well as our right to charge interest, we can also do any or all of the following.

- Install a prepayment meter
- Ask you to pay a security deposit
- Charge a payment-failure fee of £25 for each missed payment
- Disconnect your supply

Meter Reading

You agree to provide us with at least two meter readings a year. These will be reasonably spaced apart to allow us to assess your annual usage.

Your meter needs to be inspected at least every two years. You will allow us or our agents access to your premises to read and inspect your meter.

Deemed Tariffs

A deemed tariff will start from the day after you move into or take responsibility for a property following a change of tenancy, or we tell you that we are transferring you onto our deemed tariff because you have failed to keep to our terms and conditions.

If you take over a tenancy, you must tell us the date the supply became your legal responsibility (that is, the date you became responsible for the property). Also, you must give us meter readings on this date.

If you do not tell us the date you became responsible for the supply and give us meter readings as set out above, we will set the deemed tariff to apply from the day after the date the previous customer for the property ended their supply. The readings we use for the start of the deemed tariff will be the previous customer's final readings.

While you are receiving gas supply under the deemed contract, we will charge you at our deemed contract rates.

If within 28 days of starting to receive a supply under the deemed contract you sign a standard or fixed-term contract with us, the agreed contract rates will apply from the date the supply became your legal responsibility.

We may change our charges under a deemed tariff at any time by giving you 30 days' notice.

If we provide your supply through a smart electricity or gas meter (or both), you may have to pay extra charges to reflect the higher costs of providing this type of meter. These extra costs will apply during the deemed tariff period and you cannot claim them back if you decide you no longer want a smart meter.

Leaving Us

You have the right to switch to another gas supplier.

This agreement will continue to apply and you must pay for all gas used up until it ends.

This agreement will be terminated on the effective date of switching to another supplier.

If you are within a fixed pricing period we may charge you an exit fee as described in the welcome letter.

If you need to cancel the agreement because you are changing address, you must give us at least two working days' notice. If you do not give us this notice, the agreement is valid until:

- two working days after the date you told us you were moving; or
- the new owner or tenant receives the services at the property;

whichever is earlier.

You understand that this agreement will end if you move property.

You are legally obliged to contact us within 28 days of you no longer living in the property.

We will send you a final statement after your switching date. This will show the closing balance on your account and when we are going to collect any monies owed or refund any credit to your account.

Our right to end this agreement

We may end this agreement by giving you 28 days notice in writing. We may end this agreement immediately under the following circumstances:

- You do not pay your monthly Direct Debit.
- You fail to meet your responsibilities under this agreement
- Ofgem appoints another supplier, instead of us, to supply your premises.
- There is a risk of danger to you/other members of the public if we continue the supply.

Communication

We will primarily communicate with you by email and we expect you to be able to send and receive emails during your contract period.

If you change email address you must let us know so we can continue to communicate with you.

Other Conditions

We may transfer any of our rights (including the right to recover unpaid charges) and responsibilities under the agreement, or pay another organisation to carry out any of our responsibilities under the agreement, without your permission.

Your rights and duties under this agreement apply to you. You cannot transfer them to another person without our written permission.

You agree to any change we have to make to the terms of the agreement as a result of a change in a licence or an order or decision made by the relevant authority.

Nothing in this agreement will affect our rights or powers under our energy supply licences or other relevant laws.

The agreement will be governed by the laws of England. If there is any dispute, it will be dealt with by the courts of England.

Changes to the agreement

We may from time to time make changes to the agreement under the following circumstances:

- Changes in the gas industry agreements
- Changes in our gas supply license
- Changes by law, regulations, standards or codes of practice that apply to your supply
- Any order change imposed by the Government or other relevant authority (Change in VAT, duty, levies)
- Any changes to transportation or distribution charges to comply with regulations and legal compliance.

If we make changes to the agreement we will notify you before they take effect.

From receipt of the notification you have 14 days to oppose these changes and terminate the contract. You may then switch to another supplier after settling your account and there is no cancellation or termination penalty.

Using your personal information

We will only hold and use information about you for lawful and justifiable business purposes. These may include (but are not limited to):

- confirming your identity when you contact us;
- offering you new services or products from our group of companies;
- asking you to help us improve our service by filling in our customer surveys or questionnaires;
- analysing our customers' behaviour so we can match our services to what our customers want; and
- helping us prevent fraud or loss.

We may share information we hold about you with other organisations to:

- help prevent fraud;
- keep to any legal or regulatory instructions;
- supply the services you have asked for;
- transfer information if we sell our business; and
- transfer your debt to another organisation, and give them details about you and the debt if you do not pay what you owe us and we feel that we have made all reasonable efforts to get you to pay.

We may record or monitor any conversations we have with you. We may use this information to develop better policies for customer service and to train our staff and to help settle complaints.

We may contact your previous supplier for information. This may be about your meter or energy usage. This information can help us estimate your energy bills more accurately.

In certain circumstances, for example if you have any special needs or health needs, we will record information about your age, health or disability and use it to make sure we provide the best service possible. We may share this information with:

- charities, social services and support organisations, if we believe you cannot make sure the property continues to be supplied with the services;
- other suppliers, if we believe you are considering changing supplier; and
- the gas transporter or network operator.

We may check your details with one or more credit-checking agencies. If we do this, we will ask your permission before we carry out a credit check.

You agree that we may transfer any outstanding charges, credit and information in connection with your Services from a previous supplier to us or from us to a new supplier.