

## Yorkshire Energy Terms & Conditions

This is our legal agreement. We've tried to keep it as simple and readable as possible, but there's a lot to cover. If you need anything explained in further detail, just ask one of our customer service team - we're always happy to answer any questions.

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Here is a breakdown of the key terms used throughout this document:

**We/Us** are Daisy Energy Supply Limited trading as Yorkshire Energy a company registered in England and Wales (No. 09689195). Our address is 46 The Calls, Leeds, LS2 7EY.

**You/Your** refer to either the person who signed up for an **Energy** account with **Us**; or the second named person on an **Energy** account; or the owner/occupier of a property to which **We** are supplying electricity or gas.

**The Agreement** is all the parts that form the basis of **Us** supplying **You** with gas or electricity.

**Contract** is a fixed term period over which **We** guarantee the rates **You** will pay for **Your** gas and electricity.

**Energy** is the supply of Gas and or Electricity to a property.

A **Meter** is any metering system that supplies gas or electricity to a property. This can be either a credit **Meter**, prepayment/Pay As You Go (PAYG) or smart **Meter**.

A **Bill** or **Statement** is sent to **You** periodically detailing **Your** account summary, including **Energy** consumed, amount owed and current account balance.

A **Domestic Agreement** is the **Agreement** in place for the supply of Gas or Electricity to a domestic property only.

A **Commercial Agreement** is the **Agreement** in place for the supply of Gas or Electricity to a commercial property.

## 1. Starting Your Contract with Yorkshire Energy

1.1 The **Agreement** with **Us** will begin when a **Contract** is agreed - either by phone or online.

1.2 When entering into this **Agreement**, **You** confirm that the **Energy** supply is for a property **You** either own or live in, that **You** are 18 or over and are authorised to enter this **Agreement**.

1.3 **You** confirm that **You** comply with either a **Domestic Agreement** or a **Commercial Agreement** with **Us**. If this changes, please let **Us** know.

## 2. What happens next

2.1 **You** agree to let **Us** contact **Your** current supplier to let them know **You** are switching to **Us**.

2.2 Once the **Agreement** starts, **We** will do our best to get **You** switched over to **Us** as soon as possible. If there's a delay for any reason, **We** will let **You** know what's happening and if **You** need to take any action.

2.3 If **We** are already supplying **Energy** to a property **You** have moved into, **You** will be responsible for any charges incurred from the date **You** move in. **We** urge **You** to contact **Us** as soon as possible to let **Us** know **Your** intentions regarding **Your Energy** supply. If **You** don't let **Us** know, **You** may be billed using the information **We** hold from the previous tenant.

2.4 **We** cannot accept responsibility for any charges levied by **Your** Previous **Energy** supplier.

### 3. Your Tariff

3.1 All the details of **Your** tariff will be set out in the email communications **We** send to **You** when **You** sign up.

3.2 Updates and information on our tariffs can be found at **ye.co.uk** or by calling our customer service team on **0333 987 4600**

3.3. Our tariffs are made up of the following charges:

3.3.1 **The unit rate.** This is the amount charged per unit of **Energy** consumed (measured in kWh), based upon **Meter** readings **You** have provided, or in absence of this, estimated figures based upon industry standard methodology.

3.3.2 **The standing charge.** This is a fixed daily amount to be charged per **Meter** point, regardless of **Energy** use.

3.4 Our tariffs are subject to UK taxation including VAT. If there are any changes in VAT, then this may result in an alteration to **Your** tariff or associated charges.

3.5 Prices can vary for tariffs depending on how **You** pay.

3.6 At the end of **Your** fixed term **Contract**, **We** will move **You** onto our variable rate tariff unless **You** have agreed to a new fixed term **Contract** with **Us**. **We** will always contact **You** in advance to inform **You** of the end of **Your** fixed term **Contract** and explain **Your** options.

#### 4. Paying for Your Energy

4.1 **You** are responsible for paying **Us** for **Your Energy** consumed, standing and any associated charges until the end of this **Agreement**.

4.2 **You** agree that **We** will determine the amount of any Direct Debit payable and **We** will tell **You** this amount on **Your Bill** or **Statement**.

4.3 If **You** have a smart **Meter**, all **Your Meter** readings should be automatically provided to **Us**. Where a smart **Meter** is not present, or **We** are unable to utilise its full capabilities, **Bills** and **Statements** will be generated from the **Meter** readings that **You** submit. If no **Meter** reading is submitted, an estimated **Meter** reading will be generated using industry standard methods.

4.4 So **We** can provide **You** with as accurate a **Bill** as possible, please provide **Us** with an up-to-date **Meter** reading for **Your Energy** once a month.

4.5 If **You** believe that the amount on **Your Bill** or **Statement** is incorrect, please notify **Us** and **We** will review the balance and the calculation. If the amount is incorrect **We** will recalculate and reissue a new **Bill** or **Statement**. During this process, **You** should continue to make **Your** regular payments.

4.6 If **You** are a customer paying by monthly Direct Debit, **You** will receive a monthly **Statement** showing the **Energy** consumed for this period. **You** will also receive an annual **Statement** showing the **Energy** consumption for the year in line with the monthly amounts.

4.7 If **Your** circumstances change, or for any reason **You** have difficulty in making a payment, please get in touch with **Us** as soon as possible. **We** will work with **You** to find a solution to enable **You** to pay what **You** owe.

4.8 If **You** have difficulty paying, **We** may require an alternative method of payment, via a Prepayment **Meter**. There could be a cost associated to this which could be charged to **You**. However, where there is a smart **Meter** and there is the possibility to remotely switch from a credit to prepayment, **We** will do this for a minimal or no charge.

4.9 If **You** pay for **Your Energy** by Direct Debit and it fails, **We** will notify **You** and **We** will attempt to collect the amount again using the same mandate. If this second attempt is also unsuccessful **We** will expect **You** to contact **Us** as soon as possible to avoid further charges.

4.10 If **You** owe money to **Us** and make a payment, **We** will decide how this will be allocated to **Your** account.

## 5. Your Meter

5.1 **You** agree to allow our agents to access **Your** property for the purpose of maintenance, inspection, reading or replacement of any metering equipment.

5.2 **You** should report any issues to **Us** and must not attempt to tamper with the metering equipment.

5.3 If **We** suspect fraud or tampering with metering equipment, **We** are obliged to share the information with the relevant authorities.

5.4 If **We** receive a **Meter** reading that seems inaccurate, **We** will try to contact **You** to confirm the reading. If **We** can't get in touch, **We** may use an estimated reading.

5.5 **You** are responsible for costs in relation to inspecting, removing, repairing or replacing any metering equipment, except if the loss or damage is caused by ourselves or an agent used by **Us**.

5.6 If **You** find any damage, fault or problem with **Your** metering equipment **You** must inform **Us** immediately, so **We** are able to rectify it.

5.7 **We** may charge **You** if **You** fail to inform **Us** 48 hours prior to any agreed appointment that it is unable to go ahead.

## 6. Changes to our Agreement

6.1 Occasionally **We** may update our Terms and Conditions in line with changes to regulations or in line with business requirements. In such circumstances **We** will let **You** know by posting these changes on [ye.co.uk](http://ye.co.uk) and **You** can contact our customer service team on **0333 987 4600** if **You** have questions.

6.2 If **We** make changes to this **Agreement** that may be disadvantageous to **You**, **We** will give **You** 30 days' notice.

6.2.1 For the avoidance of doubt, the following are not classed as disadvantageous to **You**:

- i) Any changes to the rate of VAT incorporated in **Your** tariff or associated charges.
- ii) Changes **We** must make due to changes required by a regulatory body.
- iii) Any changes to **Your** fixed Direct Debit amount.
- iv) Moving **You** onto a variable tariff.

6.3 **You** can terminate **Your Contract** with **Us** if **You** do not wish to accept any amended terms and conditions to **Your Agreement**.

## 7. Ending our Agreement

7.1 **You** can cancel our **Agreement** at any time by:

7.1.1 Giving **Us** 2 days' notice that **You** are no longer going to be responsible for the property.

7.1.2 Advising another supplier that **You** wish to switch to them.

7.2 If **You** change **Your** mind about switching to **Us**, **You** can cancel **Your Contract** within the first 14 days and remain with **Your** current supplier.

7.3 **We** will only object to **You** cancelling **Your Contract** if **You** still owe **Us** money or inform **Us** that **You** did not initiate the switch.

7.4 If **You** leave **Us** before the end of **Your Contract** or move onto another available tariff **You** may be liable to pay an exit fee.

7.5 If **You** are switching away from **Us**, **Your** new supplier will let **Us** know.

7.6 **You** will receive **Your** final **Bill** following **Your** move to **Your** new supplier. Any outstanding balance owed to **Us** will be processed through the agreed payment terms of this **Agreement**.

7.7 If **We** owe **You** money following **Your** final **Bill**, **We** will refund **You** by the agreed payment method.

7.8 **We** are entitled to end the **Agreement** with **You** if **You** breach any terms and conditions or if Ofgem compels **Us** to terminate **Your Agreement**.

## 8. Changes to Your Direct Debit

8.1 If **You** wish to change **Your** Direct Debit amount or account details, please contact **Us** as soon as possible to discuss this further.

8.2 **We** will conduct periodic Direct Debit reviews and **We** will contact **You** if **We** need to make any changes. If **We** find **You** have been overpaying, **We** will reduce **Your** Direct Debit amount. If **We** find that **You** have been underpaying, **We** may need to increase **Your** Direct Debit amount.

## 9 Suspension / stopping of Your supply

9.1 Reasons **We** may suspend or stop **Your** gas or electricity supply include:

9.1.1 If **You** tamper with **Your Meter**.

9.1.2 If **You** fail to pay **Your Bill**.

9.1.3 If there is a safety risk or an emergency.

9.2 **We** will not disconnect **Your** supply if any person living at the property is registered as a vulnerable customer, unless there is a safety risk or emergency.

9.3 If **We** ever require **You** to stop using **Your** gas or electricity, **You** must comply straight away for safety reasons.

## 10. Personal information

10.1 **We** will always comply with the relevant Data Protection legislation.

10.2 **You** agree that **We** can use **Your** personal data in accordance with our privacy policy, which **You** can find at [ye.co.uk](http://ye.co.uk) or by contacting **Us** directly.

## 11. National Terms of Connection

11. 1 By accepting our terms and conditions, **You** also accept the terms and conditions of the National Terms of Connection. If **You** would like a copy of this then please contact Energy Networks Association, 6<sup>th</sup> Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF, or phone 0207 706 5137 or visit their website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## 12 Emergencies and safety

12.1 If **You** suspect a gas emergency, please contact **0800 111 999** immediately.

12.2 If **You** suspect an electricity emergency, please contact **0800 404 090** immediately.

12.3 **You** must not use **Your Energy** supply in any way that endangers people or property, or that could interrupt the electricity or gas supply of any other property.

## 13 Liabilities

13.1 Our liability to **You** is limited to £10,000 for each individual event, or £10,000 in total for a series of related events, that **We** are directly responsible for and that has caused **You** loss or damage.

13.2 Nothing in this **Contract** excludes any liability that **We** are not allowed to exclude by law.

13.3 If **We** are liable for a loss that is caused by a gas transporter or electricity distributor, our liability is limited to the amount **We** are entitled to recover from them on **Your** behalf.

13.4 **Your** supply may be interrupted due to circumstances beyond our reasonable control, and **We** will not be liable for any failure to supply **Energy**.

13.5 If **We** are allowed or need to take action under the relevant gas or electricity supply license or due to any other rules that are binding on **Us**, **We** won't be in breach of this **Agreement**.

13.6 In the event of a change of ownership of the property, or a change of tenancy or any other change that may affect this **Agreement** or the supply of **Your Energy**, **You** are not able to transfer **Your** rights or obligations under this **Agreement** without agreeing this with **Us**.

13.7 In the event of a company restructure, change of ownership or any other 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.

## 14 Complaints

14.1 If **You** have a complaint, please contact our customer service team who will do everything they can to resolve it. **You** can view our complaints procedure at [ye.co.uk](http://ye.co.uk).

## 15 General

15.1 The laws of England and Wales or Scotland apply to this **Agreement**, depending on where the property is.

15.2 If a clause of this **Agreement** is found to be invalid, the rest of the **Agreement** still applies.

15.3 **We** won't tolerate violence, physical aggression, verbal or written abuse towards **Us** or agents. If it happens, **We** may take legal action or report it to the relevant authorities.