

Simplicity Energy Ltd Terms and Conditions

Last updated 29/03/2018

1. When our Agreement begins

1.1. Our Agreement together begins from when we agree to become responsible for your supply, or when you start to take supply from us: whichever happens first.

1.2. You have made a commitment to us that you either own or live in the property where the supply will be made, you are over 18 and you are allowed to sign up to this Agreement.

1.3. You agree that you have entered into this Agreement with Simplicity Energy Ltd in your personal capacity via the Simplicity Energy website or via a price comparison site, and/or any other third-party agent.

1.4. You agree that if you change from domestic to business usage or business to domestic usage, you will let us know so we can change this Agreement and your pricing guide as required.

2. When our energy supply to you begins

2.1. Where you have asked us to supply your energy, we need to notify the current supplier to that property – you agree to let us do that.

2.2. We'll begin the supply as soon as possible. We will let you know exactly the date your energy will be supplied by Simplicity Energy Ltd. We may change the start date for the supply if we don't have all the information we need.

2.3. We aren't responsible for any charges you have to pay your old supplier.

3. Paying for the energy

3.1. You're responsible for paying Simplicity Energy Ltd for your energy until this Agreement ends or until you stop using services provided by us, whichever is later.

- 3.2. We'll calculate the charges for your energy using:
 - 3.2.1. The electricity and or gas you've used in kilowatt hours (kWh),
 - 3.2.2. Daily service connection charge for each energy supply we are providing energy to at your household or business,
 - 3.2.3. The charges that applied to your variable / fixed plan for the period in which you consumed the electricity and or gas, and
 - 3.2.4. If you have a standard meter, any meter readings you've given us, meter readings we have been provided by the meter reader or, if no up-to-date meter reading is available, we will use estimated meter readings (using industry standard methods).
- 3.3. If you have a standard meter, you must either pay the amount shown on your bill in accordance with your chosen payment method or the fixed amount you have agreed to pay.
- 3.4. If you have a prepayment meter, you must top-up your meter in advance in order to receive the supply, and we will deduct charges for the supply from the amount you top-up.
- 3.5. We'll add VAT to all our charges at the appropriate rate.
- 3.6. If you ask us to test the accuracy of your meter, you must pay us an amount to cover the cost of the work being carried out. 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 of the statutory limits, we'll refund the payment to you.
- 3.7. Updates to information on our energy rates are always available online at [Simplicity Energy](#).
- 3.8. If you have a standard meter, you agree to pay for your energy by monthly automatic payment by Direct Debit.
- 3.9. If you're on a Deemed Contract, then you must pay your bills via Direct Debit.
- 3.10. If you have a prepayment meter installed or if you agree to have a prepayment meter installed, you will be placed on our prepayment meter energy plan and rates.
- 3.11. If you're under a Deemed Contract and you have a prepayment meter, or if you change to a prepayment meter for any reason while

under contract with us, you will automatically be placed onto our prepayment energy plan.

3.12. 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.

3.13. If you're not paying by automatic payment, we will issue you an invoice for payment monthly, which you will have 10 working days to pay from the day you receive the invoice.

3.14. If you're not paying by automatic payment, you will automatically be placed onto our non direct debit energy plan.

3.15. We will carry any debit or credit balance forward to the next month's bill.

3.16. So we can bill you as accurately as possible, you must give us an up-to-date meter reading for your energy at least every 30 days and when requested by Simplicity Energy Ltd if there is a reason to need more up to date meter readings.

3.17. You must keep your account in credit by paying for the supply in advance by automatic payment, or if you're in debt with us, you agree to not be in debt by more than one quarter of what we've calculated as being your expected annual bill.

3.18. Your automatic monthly payment amount will be based on the cost of the energy we think you'll use during a year with Simplicity Energy Ltd split into 12 equal monthly payments. We will inform you of your payment amounts and payment dates when we set up your account with us.

3.18.1 We aim to review the amount, date and frequency of your automatic payments at least twice a year to make sure you're not paying too much or too little. When we intend to make any changes to your automatic payment, we will notify you by email (normally 10 working days) in advance of the payment being taken, or such other period as we may agree.

3.19. If you're a domestic customer, we may do checks with a credit reporting agency to ensure you are able to pay your energy bills. We will always ask your permission before doing this. If you're a business customer, we will always do checks with a credit reporting agency to ensure you are able to pay your energy bills.

3.19.1. Based on this score, we may ask you to pay a security deposit before we start working to bring your energy supply across. In that case, this Agreement won't start until we have received the security deposit in full.

3.19.2. We may refuse to supply your energy until the security deposit is paid, or;

3.19.3. We may stop supply if we have to use the security deposit to pay one of your bills.

3.19.4. 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.

3.19.5. The amount of security deposit we ask for will depend on your individual circumstances but can be 2 times what we think is the likely value of your monthly bill.

3.19.6. A security deposit will be repaid once you have established a good payment history.

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

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

3.20.2. If you do not make a payment to us on the date it is due we can charge you £15 for each missed payment to cover the administrative costs of recovering outstanding payment

3.20.3. We have the right to install a prepayment meter at your property under warrant from the Magistrates' or Sheriff's Court without requiring your permission if your energy remains unpaid.

3.20.4. We can temporarily suspend or permanently disconnect the supply without requiring your permission, until you have paid the outstanding amount plus any administrative fees we may apply.

3.21. If you would like a refund:

3.21.1. Upon request, we can refund credit in your Simplicity Energy Ltd account that exceeds your expected energy usage for the next 6 months.

3.21.2. We can increase your automatic payments to cover the energy we think you'll use during the winter months once your credit balance has been reduced by such a refund.

3.22. If we (or our payments processor) make an error with your automatic payment (for example, the amount of the payment taken is incorrect), you're entitled to an immediate refund from us of the full amount paid and any charges or interest you may have incurred from your bank as a result, for example, going overdrawn caused by incorrect payment. You should contact us as soon as you realise that an error has been made. We will take the correct automatic payment immediately after making the refund to you as you will still be required to make the payment to us for the period to which the (incorrect) automatic payment relates to. If you receive a refund from us that you're not entitled to, you must pay the amount of the refund back to us immediately when we ask you to.

3.23. Under some circumstances, you may incur additional charges under this Agreement. This is usually in the case where you have asked us to undertake work on the energy infrastructure in your home. This can include moving your meter from its current location to another location, works required as a result of renovations of building works, or requests by you to disconnect the supply of energy to your home. We will always tell you prior to making any additional charges.

4. Online discount

4.1. By joining Simplicity Energy Ltd, you agree to manage your account online. This allows us to work together to keep costs low and therefore energy prices low.

4.2. By joining Simplicity Energy Ltd you're agreeing that you'll undertake the following actions:

4.2.1. Provide meter readings using your online My Simplicity account or by emailing Simplicity Energy Ltd,

4.2.2. Receive notification of monthly statements via e-mail, and viewing these statements online through your My Simplicity account

4.2.3. Provide us with accurate personal details, and to keep these details up to date.

4.3. If you're unable to use our online service due to reasons we agree are beyond your control, you will in no way be penalised for this.

5. Moving house

5.1. If you move home, you agree to provide us with a final meter reading taken between 5 days before or 5 days after you are no longer renting or owning the property.

5.2. If you're moving house and you don't let us know, this Agreement will not end until a new person moves into that property. You will be liable for all costs until this occurs

6. Access to your meter

6.1. In order to provide you with energy, from time to time we require access to your meter. You agree to provide us, or any person we have authorised acting on our behalf to safe, unrestricted access to your energy metering and associated equipment. If your metering equipment is obstructed, it is your responsibility to remove the obstruction and pay any associated costs.

6.2. We may charge you if you don't let us know at least 48 hours prior to a booked appointment that access won't be available at the time of the appointment.

6.3. If you have a smart meter that we can read without visiting your property, you agree that:

6.3.1. Any in-home display provided at the time of installation along with that meter remains our property or the meter provider we have contracted and may not be removed.

6.3.2. We may use it to remotely monitor the energy you use; and

6.3.3. You have the right to opt-out if you do not wish us to access energy data for periods of less than one month. To exercise your right to opt-out you must email us at info@simplicityenergy.co.uk

6.3.4. We may remotely repair and update it, switch it from credit to prepayment or disconnect your supply in-line with these terms and conditions; and

6.3.5. We may use information from it to work out your bill, offer you products and services in line with our privacy policy.

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

6.5. If this Agreement ends, we may recover any metering equipment we have provided to you and you agree to provide us all the access we need to do this

7. Changes to this agreement

7.1. From time to time, we may update this Agreement to comply with changes to laws or regulations, or where our business necessitates a change to this Agreement. Please check the Terms and Conditions section of your My Simplicity Account regularly to review updated terms.

7.2. If we make changes to this Agreement that results in your energy rates increasing, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can change to another supplier without any penalty. This doesn't apply if we change your payment method in accordance with this Agreement. If we hear from your new supplier within 20 working days after the change takes effect, or if you enter into a new plan with us in the same period, we'll keep your prices the same until you switch or start the new plan (as applicable).

7.3. If you're switching for any reason, we can object to the switch if there are outstanding charges due on your account. If you have a prepayment meter we can block the switch if you owe us more than £500, unless your new supplier agrees to take on the debt. You have 30 working days after receiving notification to pay us the outstanding charges when you have notified us you intend to switch.

7.4. If you ask us, we can add another person to your account so that they can administer your account on your behalf. We can only make that person financially responsible for your account if they agree to it, which we will need to do with them directly.

7.5. If we withdraw a plan that you're on, we will move you onto a tariff that is available. We will always notify you of this change.

8. Cancelling your agreement with us

8.1. You have the right to cancel this Agreement and your relationship with us up to 14 days after the day this Agreement starts. We call this the cooling off period. You can cancel your Agreement with us after we commence supply of your energy by switching to another supplier or entering into a new agreement with us.

8.2. If you are switching, you don't need to tell us yourself; your new supplier will contact us to cancel your relationship with us on your behalf.

8.3. Where stated in the tariff conditions, we will charge the Exit Fee/Cancellation Charge for each service should you wish to leave before the end of your fixed tariff

8.4. If Ofgem gives a "Last Resort Supply Direction" to a gas or electricity supplier other than us in relation to your premises, this Agreement will end automatically in relation to the fuel specified in the relevant "Last Resort Supply Direction".

9. Cancelling your automatic payment

9.1. If you agree to pay by Direct Debit, you have the right at any time to cancel the mandate for us to take payments by informing your bank of this fact. Depending on the bank's terms, you may be required to give a certain amount of notice before the payment is due to be taken, or to provide your cancellation in writing. You should check the requirements directly with your bank.

9.2. If, after having cancelled your Direct Debit (by contacting your bank in accordance with Clause 9.1), the payments still continue to be taken, you should firstly contact your bank to obtain a refund. Under the Direct Debit Guarantee, your bank will be liable to refund you for any payments that continue to be made after you cancel your Direct Debit.

9.3. You must notify us that you have cancelled your Direct Debit, so that we can update our records. You should also ensure that you arrange alternative means of making any required payment to us. However, we may charge you the additional costs to us of you using alternative payment channels or we may, without your consent, install a prepayment meter at your premises

10. Disconnecting your energy

10.1. We can suspend or disconnect the supply of energy to your property if you haven't paid your bill on time, and we will re-start it as soon as possible once the bill has been paid.

10.2. If we have had to suspend or disconnect the supply, we may choose to do checks with a credit reporting agency and ask for a security deposit before we re-start or re-connect it.

10.3. If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for re-starting or re-connecting it.

10.4. We will not disconnect your supply in winter (1st October to 31st March) if any person living at the property is registered as vulnerable. In addition, we provide a range of priority services for members who are registered with us as vulnerable

11. What we're responsible for

11.1. Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we are 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. We are responsible for any liability which is not capable of being excluded by law.

11.2. Except in relation to any liability which is not capable of being excluded by law, 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.

11.3. 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.

11.4. If we are 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 Agreement.

11.5. As we do not directly control the reliability of energy to your property, we can't guarantee that the supply will be uninterrupted. We can however confirm that the reliability of your energy supply would be the same irrespective of which energy supplier you chose

12. Using personal information

12.1. We both agree that we can use your personal data in accordance with our Privacy Policy, which you can find online at [Simplicity Energy](#).

13. Emergencies and safety

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

13.2. If you have an electricity emergency, you must report it by calling 105 to find your local electricity distributor.

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

13.4. 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.

14. National Terms of Connection

14.1. 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 connectionterms.org.uk.

15. Other conditions

15.1. 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.

15.2. 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 are not able to transfer your rights or obligations under this Agreement without agreeing this with us.

15.3. 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.

15.4. This Agreement, any other agreements you receive from us, and any documents explicitly referred to in this Agreement, are the entire agreement between you and us.

15.5. 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.

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

15.7. 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 in England and by the courts of Scotland if your property is in Scotland