

# Terms and Conditions

For the supply of gas  
and electricity to our  
domestic customers

## Contents

Introduction and definitions.....	4
1. About your supply contract.....	5
2. Energy tariff and charges.....	6
3. Paying for the energy we supply you.....	8
4. Meters and access to your property.....	10
5. Stopping your supply .....	11
6. Changes to this contract.....	12
7. How to end your contract with us.....	12
8. Limitation of liability.....	14
9. Information we hold about you.....	14
10. Fraud/tampering with meters .....	17
11. If you need extra care .....	17
12. Information about other people.....	17
13. Our standards of service to you.....	18
14. How to make a complaint .....	18
15. National Terms of Connection.....	18
16. If you have a Pay-As-You-Go meter .....	18
17. Emergencies and safety - gas and electricity .....	20
18. General terms and conditions .....	20
Appendix 1 .....	21

# Terms and Conditions

## For the supply of gas and electricity to our domestic customers

Fosse Energy is a brand owned and led by Leicester City Council and Leicestershire County Council in partnership with Robin Hood Energy, a not-for-profit energy supply company. Robin Hood Energy are licensed by Leicester City Council and Leicestershire County Council to sell energy to you using their brand. Your contract for supply is made with Robin Hood Energy. These are our terms and conditions for the supply of gas and electricity to your property. These terms and conditions, along with the tariff form the contract between us - Robin Hood Energy - and you, our Customer. They are important legal documents, please read them carefully and keep them safe.

If you receive feed-in-tariffs, there will be other terms and conditions which supplement these terms. If you have a smart meter, the smart meter terms attached at Appendix 1 will also apply.

### Definitions

We use certain key words in these terms and conditions. We will explain these key words below. In other clauses where we use an important term, we will explain it there.

**Account holder** - a customer holding an account with us for the supply of gas and/or electricity.

**Distribution network operator (DNO)** - the company that Ofgem (the Office of Gas and Electricity Markets) licenses to deliver electricity and run the electricity distribution network for your area.

**Energy** - the gas and/or electricity we provide to you at your property. You may take one or both but we will refer to it as energy in these terms.

**Gas transporter** - this is the company that is licensed by Ofgem to pipe gas to your property.

**Meter** - the equipment for measuring the amount of gas and electricity you use in your Property, and providing information about it.

**Pay-As-You-Go meter** - a meter where you pay for your energy in advance by using a key or card, or a smart meter working as a Pay-As-You-Go meter.

**Property** - the premises where we supply your energy.

**Tariff** - this is the price you will pay for your energy as described in your tariff information label

(TIL). This will be included in your welcome pack.

**Working day** - any day except Saturday, Sunday and the bank holidays of England and Wales.

### 1. About your supply contract

When you enter into this contract with us, you are confirming that you own or live in the Property or that you are responsible for it and that it is connected to mains to receive energy.

#### When does your contract start?

- 1.1 Your contract with us will start when either of the following occur:
  - a. we agree over the phone or in person to supply your energy; or
  - b. you click to confirm that you have accepted these terms and conditions, if you apply online.
- 1.2 If you didn't enter into a contract with us in either of the ways described above, but we are providing energy to your property, we will treat you as if you have accepted these terms and conditions and you will be in a deemed contract with us when:
  - a. you move into your property;

- b. your tenants move out of your Property (if you are landlord of it); or
- c. you become responsible for your property.

- 1.3 We will place you on our variable tariff until you contact us to discuss your tariff and you will be responsible for any other related charges we describe in these terms and conditions whilst on our variable tariff.

#### Your right to cancel the contract

- 1.4 You have a 14 day 'cooling-off' period from the day after your contract was made, to cancel your contract with us.
- 1.5 To cancel, you will need to contact us. You can do this by:
  - a. writing to us at:  
**Fosse Energy, PO Box 10461, Nottingham, NG1 9JS;**
  - b. by calling us free on **0800 141 2001** or
  - c. emailing us at **customer.service@fosseenergy.co.uk**

We aim to take over responsibility for your energy supply within 21 days from the earliest of:

- a. the day your 'cooling-off' period ends; or

- b. the day we start the process to take over your energy supply.

1.6 Unless you have told us not to do so prior to entering into a contract, we will commence switching your supply before your cooling-off period ends. However, you are still able to cancel your contract at any time within the 14 day cooling-off period.

1.7 We will send you a welcome pack that will tell you when we expect your energy supply to start. If we already supply energy to your property, we will continue doing so.

1.8 Sometimes, it may take longer than 21 days to start supplying you with energy. This can happen if:

- a. you ask for a delay in taking over the supply;
- b. we are stopped from taking over your supply by your old energy supplier;
- c. we need you to give us further information to enable us to take over; or
- d. something outside of our control happens.

1.9 Your previous supplier will be responsible for your energy supply until we switch you over to us. We will tell your old

supplier that we have taken over your energy supply.

## 2. Energy tariff and charges

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### Tariff

2.1 Our prices and conditions sometimes depend on how you pay; such as by direct debit or using a Pay-As-You-Go meter.

2.2 Our prices for your energy are set out in your tariff. You will get a copy of your tariff in your welcome pack. If you are on a fixed price tariff, your welcome pack will tell you when the fixed price term ends. This information will also be included on every bill or statement that we send to you.

2.3 If you are on a fixed price tariff, we will contact you before your fixed term comes to an end. Once the fixed price tariff has come to an end, until we agree with you what your new tariff will be, we will move you to the cheapest similar variable tariff.

2.4 Our tariffs are made up of the following charges:

- a. a 'standing charge' - which is a fixed daily amount and
- b. a 'unit rate' - an amount per unit of gas or electricity you use. The rate may depend on the time of use.

2.5 If you are on a variable tariff, your tariff can go up or down. If we change the tariff, we will contact you in advance.

2.6 Our tariffs and charges are subject to UK taxes including VAT. Where there is a change in the rate of VAT, we may increase our tariffs and charges to fully reflect that increase. This applies for both variable and fixed term contracts.

### Other charges not included in our tariffs

2.7 We may have to charge you for other costs that aren't included in the tariff you pay. Wherever possible, we will discuss these charges with you before we incur them. Some of these charges are listed below.

- a. if you have asked us to inspect your meter and we do but there is no problem with it;
- b. if you ask us to move your meter to a more convenient position;
- c. the reasonable costs we incur recovering money you owe us. These costs could include late payment interest, administration costs, costs of trying to contact you, to visit you, getting a warrant to enter your Property and installing a Pay-As-You-Go meter;

d. costs of us or our agents visiting your Property if you don't do what you have agreed to under this contract and we have offered or tried to contact you by letter, phone or email, including keeping agreed appointment times;

e. you interfere with your gas or electricity meter, or steal gas or electricity;

f. replacing any card or key for a Pay-As-You-Go meter that you lose or damage;

g. if you live in a recently built residential development there may be charges we have to pay for using the gas and electricity network, which we need, to supply energy to you;

h. if we have to visit your Property and stop, disconnect or reconnect your supply;

i. costs of changing the meter at your Property.

2.8 If we change our tariffs, we can use an estimated meter reading on the date of the price change. We will use the old rate for the energy we estimate you have used up until that date, and the new rate will apply from the date of the change. If you provide us with an actual meter reading on the date of the change we will use that reading to work out your charges.

### 3. Paying for the energy we supply you

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- 3.1 You will need to pay for the energy we supply to you by the date stated on your bill or statement. If you think your bill or statement is wrong, tell us and we will look into it, but in the meantime, please continue to make your regular payments. If we agree the amount we asked for was wrong, we will change it and re-issue you with a new bill.
- 3.2 There are a number of ways you can make a payment;
- If you are a Pay-As-You-Go customer we will not send you quarterly bills. We will send you a statement once a year showing your annual usage of energy for that year. You will pay for your energy by topping up your Pay-As-You-Go meter.
  - If you pay by a fixed or variable Direct Debit, we will send you at least a quarterly statement detailing the energy you have used in that period. We will also send you an annual statement showing your annual usage.
  - If you pay by cash, credit or debit card, we will send you at least a quarterly bill

detailing your energy usage for that period as well as an annual statement showing your annual usage.

- If you pay by fixed Direct Debit and you are in credit on your account and you don't owe us any money, we will reimburse you with an agreed amount upon request but we will discuss this with you beforehand.

- 3.3 All bills and statements will be based on actual or estimated meter readings. It is important that you provide us with your actual meter readings to ensure that your bills and statements are accurate.

#### What if you struggle to make payment

- 3.4 If you find it difficult to make a payment, please contact us and we will do everything we can to help you. You will find a list of ways to pay on your bill or statement.
- 3.5 If you struggle to make payment we may ask you to pay in a different way, for example, using a Pay-As-You-Go meter.
- 3.6 If we install a Pay-As-You-Go meter, we can charge you for the costs of this work.

- 3.7 If we install a Pay-As-You-Go meter or you stop paying by Direct Debit, your tariffs and charges may increase. If they do, we will give you at least seven (7) working days' notice of any price changes to your account.

- 3.8 If you pay for your energy by Direct Debit and the Direct Debit payment is unsuccessful, we will attempt to take a payment from you again under that Direct Debit. If the second attempt is unsuccessful then we may change your account from a Direct Debit account to a receipt-of-bill account, where you will pay for your energy by cash or credit or debit card. We will tell you in advance if we plan to do this.

- 3.9 If you wish to cancel your Direct Debit, please give us as much notice as possible before cancellation so that we can discuss with you the best way for you to pay for your energy.

- 3.10 If you don't pay a bill that we send to you, we can charge you interest at a rate of 3% above the current Bank of England base rate annually. We can start charging interest 28 days after you have failed to pay an amount owed by you. We will tell you of this in advance by sending you a reminder.

#### What if you owe us money

- 3.11 If you owe us money, we will decide how we use the payment you make to pay it off. We may decide to pay off your outstanding amounts first, or pay off any other costs you owe us.
- 3.12 You agree to pay us any money you owe from previous contracts with us. You also agree to pay us:
- any money you owed your old supplier where you agreed to transfer this to us; and
  - any reasonable administration fees, so long as we tell you about them.

#### Incorrect bills/statements

- 3.13 If we are no longer your supplier, for example, if you have moved house or transferred to a different energy supplier, and we realise that some of your old bills with us were incorrect, we will send you a new bill as soon as we can.
- 3.14 If we find you owe us money on that new bill, you will be asked to pay it by the date shown on the bill. If you disagree with this bill, you will need to let us know immediately.

3.15 If we realise we have made a mistake with any of your bills or statements and we haven't billed you within 12 months of you using energy, you will not be required to pay for it.

3.16 This clause will remain in force after this contract ends and we've sent you a final bill.

## 4. Meters and access to your property

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### Meter readings

4.1 Please provide us with a meter reading as soon as possible before we take over responsibility of supplying energy to your Property.

4.2 If you haven't given us a meter reading, and we can't take one, we'll estimate your meter reading when we commence your energy.

4.3 To help make sure your bills and statements are accurate, please provide us with meter readings at least four times a year. If you give us a meter reading, we will take all reasonable steps to include it in your next bill or statement.

4.4 If we don't think your meter reading is reasonably accurate, we will do everything we reasonably can to contact you to get a new one. If we can't get a new one, we can estimate your meter reading.

### Providing a meter

4.5 As your supplier of energy, you agree for us to provide you with a meter and associated equipment for the accurate measurement of energy supplied to your Property.

### Looking after the meter

4.6 It is your responsibility to ensure that the meter and associated equipment in your Property is not damaged or interfered with.

4.7 It is a criminal offence to tamper with a meter.

4.8 If the meter is damaged, or if there is a fault or a problem with it, or if you think it has been tampered with, you should inform us immediately.

4.9 It is important that the meter is always accessible so that we, or our agents, can read it. If access to the meter is obstructed you may have to pay the cost we incur in removing the meter or the obstruction.

### Access to your property

4.10 You must allow us, our agents, the gas transporter and/or the DNO into your Property, and to access your Property, to inspect and or work on the meter in the following circumstances;

- a. at any time in an emergency;
- b. to carry out a safety inspection of the meter;
- c. to carry out a meter reading as well as maintaining or testing the meter; or
- d. to re-new or replace the meter.

## 5. Stopping your supply

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### Reasons why we might stop your supply

- 5.1 We can refuse to supply your energy in the following circumstances;
- a. You want to leave a supplier, but that supplier prevents us from supplying your energy;
  - b. Your supply has been stopped either by us, the gas transporter, the DNO or another supplier, or regulations that we must comply with, which mean that and by regulation we don't have to reconnect you or continue to supply you.

This can happen if, for example, you've interfered with your meter;

- c. If we are not willing to accept your meter. This might happen because of the type of meter installed in your Property or if we believe your meter has been tampered with.

5.2 We can stop your energy supply for the following reasons;

- a. If it isn't reasonable for us to carry on supplying you, for example, you haven't paid your bills despite us sending you several reminders. (If we already supply your property, we will give you at least seven working days' notice before we stop the supply);
- b. If there is an emergency;
- c. If we are legally required not to supply you, for example, by Ofgem or for reasons beyond our control.

### Reasons why you must stop using your gas supply

- 5.3 If, for any reason, we tell you to stop or restrict using gas, you must do so straight away until we tell you it is safe to start using it again.

## 6. **Changes to this contract**

6.1 We will not change these terms and conditions without telling you first. We can change the terms of this contract at any time, including prices and payment methods, unless we've agreed with you that we won't.

6.2 If we make a change, we'll write to let you know.

6.3 If you don't agree with any changes, you can end your contract with us and you are able to switch to another supplier.

### **Changes for variable tariffs (not for fixed price tariffs)**

6.4. If we propose to make any changes which put you at a disadvantage, or if we increase your prices, we'll let you know at least 30 days before any change or price increase occurs.

6.5. If you arrange for another supplier to supply your gas and electricity and we are notified by that supplier within 20 working days after the change or price increase, the changes or increases will not apply to your account. Your new supplier will have to start supplying you with energy within a reasonable period after notifying us that you have switched.

6.6. Together, we may mutually agree changes in your Contract. However, if any change is to your disadvantage, we will write to you explaining this before we agree the change and you will need to confirm to us that you wish to proceed with that change.

## 7. **How to end your contract with us**

7.1. You can end your contract at any point in the following ways;

- a. If you move home and you do not want us to provide energy to your new property, please give us at least two working days' notice before you move.

If you do this, your Contract will end on the date you move out of your property. The only exception to this is if you still own your property on that date and no one else has taken over responsibility for it.

If you don't give us at least two days' notice, this contract will continue until:

- i. two working days after you tell us you have moved; or
  - ii. someone else gets gas or electricity at your property; whichever happens first.
- b. You can end this contract at any time as long as:

- i. you don't owe us any money and you are being supplied with gas and/or electricity by another supplier; or
- ii. we stop your energy supply where we have agreed with you to do so.

7.2. When you end this contract, we will ask you to provide a meter reading. If you don't give us an accurate reading, you may have to pay the difference between the reading you gave us (or the one we estimated) and the next meter reading.

7.3. We will do everything we reasonably can to send you your final bill or statement (depending on your account) within six weeks of our contract with you ending.

7.4. You are required to pay for all of the energy that you have used until the end of your contract, including any money you owe to us. Until you have done so we may object to you switching to another supplier. If we object, we will let you know the reasons why and what you need to do. You will be responsible for any charges incurred up until our Contract with you comes to an end.

### **We can end this Contract in the following ways:**

7.5. We can end our contract with you immediately if:

- a. you breach any of the contract's terms or conditions or
- b. in the unlikely event that Ofgem instruct another supplier to take over your supply.

7.6. If you are on a variable tariff, we can end this contract by giving you at least 28 days' notice.

### **What happens if we owe you money when the contract ends**

7.7. It is your responsibility to provide us with accurate meter readings before the contract ends so that we can determine if we owe you any money.

7.8. If the contract is ending because you are moving property, please provide us with your new address so that we are able to contact you about any refunds that may be due to you.

7.9. If you have chosen to pay by Direct Debit, you should not cancel your Direct Debit mandate so that we can refund any monies owed to you through the Direct Debit system.

7.10. It is your responsibility to comply with the above provisions. If you don't, we may not be able to refund you any monies owed.

## What happens if you owe us money when the contract ends

- 7.11 If you pay by fixed Direct Debit and, at the end of your contract, you owe us money, we will take the full amount owed which may be more than the usual fixed amount. We will give you advance notice of the amount we propose to take.

## 8. Limitation of liability

- 8.1. We do not exclude our liability for death or personal injury due to negligent acts of us or our agents nor do we exclude our liability for fraudulent acts.
- 8.2. We will not, under any circumstances, be responsible for:
- any indirect, consequential financial loss or damage, such as loss of profit, income, business, contracts or goodwill or expenses; or
  - any loss or damage which we or you would not have reasonably expected when we made this contract with you.
- 8.3. Our responsibility to you if you suffer any loss or damage will be limited to no more than £1 million for each event, or a combined number of connected events, that cause you loss.

- 8.4. We will only be responsible if you suffer any loss or damage caused by the gas transporter or the DNO, for the amount we are able to recover from them on your behalf.

## 9. Information we hold about you

- 9.1. We will, at all times, act in compliance with the provisions of data protection laws which apply, such as the General Data Protection Regulation and the Data Protection Act 2018. In particular we will only ever use your information as described in the rest of this clause 9 and as set out in more detail in our Privacy Notice.
- 9.2. We may gather information about you in a number of ways, for example, you might give it to us, we might collect it through our dealings with you or it might be collected from the meter or associated equipment. We might also get information from companies that offer databases of information.
- 9.3. For the purposes of providing our services to you, we and our agents can use your information for the following reasons (and as described in more detail in our Privacy Notice):

- to provide the services to you under your contract, which can include loyalty and incentive programmes;
- to contact you to discuss your account and the services we are providing;
- to create statistics, test computer systems and do analysis. The information and analysis can include details about you and your household, your income and your lifestyle. It can also include the way you use energy;
- help prevent and detect debt, fraud and financial loss;
- help us keep you, your family and your household, safe and secure;
- help us train our staff.

- 9.4 For the purposes of marketing, we can use information you give us to create statistics to target our marketing activities.

- 9.5 We may monitor and record any of your communications with us, including telephone conversations and emails, to make sure we are giving you a good service and meeting our regulatory and legal responsibilities.

- 9.6 We and our agents can use any of your information to

contact you in relation to our services. This can include, but is not limited to, by post, email, telephone, text message or any other kind of electronic communication.

- 9.7 We will not contact you for marketing purposes by email, text message or other electronic means unless you have expressly agreed that we can, and if we contact you to tell you about offers relating to our services, we will do so only via any preferred channel you have indicated.

- 9.8 You can contact us at any time to ask us not to contact you regarding these offers.

## Sharing information with others

- 9.9 We will never sell any information we hold about you to any third parties so they can market to you.

- 9.10 We can share your information with organisations that may use this information for the purposes described in our Privacy Notice. Examples of these are:

- to contact you about the services we provide to you including asking you to participate in customer satisfaction surveys.

- b. to give information to members of your family, household or someone permitted by you to act on your behalf, or those who introduced you to us, for example your landlord or letting agent;
- c. to help prevent and/ or detect debt, fraud or theft. This can include giving information about you to debt and financial advisors;
- d. to transfer some or all of a debt you have to another organisation for example a debt collection agent;
- e. to provide information we are legally required to provide;
- f. for current or future legal action;
- g. to take part in any data-sharing initiatives run by the Government, regulators or the industry, for example, initiatives for reduction in fuel poverty or helping groups of vulnerable customers.
- h. with specific reference to Fosse Energy, led by Leicester City Council and Leicestershire County Council who may use information collected by your meter, for the purposes of helping them achieve their social and environmental aims and considering additional

services they may be able to offer you. They may also share non-commercial information about you with their 3rd party partners for the purposes of helping them achieve their social and environmental aims, for academic research on domestic energy use, and considering additional services they may be able to offer you. If you have a smart meter, this does not preclude you from opting out of the collection of daily consumption data as set out in Clause 2.6 of Appendix 1.

- 9.11 We or some of the companies we may work with to provide the services you receive, might have to transfer your information outside the European Economic Area (EEA). Where this happens we will make sure there are adequate safeguards in place to protect your information.
- 9.12 We may ask your previous supplier for information to help us take over your Supply. This may include information about meter readings and equipment, as well as charges you may owe your previous supplier.
- 9.13 If you move to another supplier, we will give them information about you, including meter readings and details of any outstanding

debts, to help them take over your Supply.

## 10. Fraud/tampering with meters

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- 10.1 Where we suspect or believe that someone has tampered with your meter, we will report it to the relevant authorities and other affected parties.

## 11. If you need extra care

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- 11.1 We will tell you about the Priority Services Register. If you have told us that you have specific extra care needs we may use this information for the purposes of providing you additional services.
- 11.2 If we believe that you need extra care, we can keep a record of that information about you. The extra care might be because of your age, health, disability or financial circumstances, or it could be because you are vulnerable for another reason. We can also record that information for any member of your household. We will keep this information so that we ensure your supply isn't stopped.
- 11.3 We can share this information with:
  - a. social services, charities, and other support

organisations, if we think that they could help you or members of your household by making sure your Property has a gas or electricity supply;

- b. other energy suppliers, if we believe that you're thinking about changing supplier; and
- c. the relevant gas transporter, metering agents or DNO.

## 12. Information about other people

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- 12.1 If we receive information from you, including sensitive information on behalf of someone else, we will ask you to confirm that you have given them the information in this document. They will need to give you consent to provide information about them, to us, and for us to use their personal information in the way we describe here.
- 12.2 Where you require a password to access your account, it is your responsibility to keep that password safe and ensure that anyone you may give that password to, also keeps it safe.

### 13. Our standards of service to you

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#### Our services to you

- 13.1 We are required to meet certain Standards of Performance set by Government and the energy regulator. These standards are available upon request. Please contact us and we will be happy to explain more about these.

### 14. How to make a complaint

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- 14.1 If, for any reason, you are not happy with our service, you can make a complaint. You can request a free copy of our complaints handling procedure by calling us free on **0800 141 2001** or emailing us at **customer.service@fossenenergy.co.uk**

### 15. National Terms of Connection

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#### For electricity customers only

- 15.1 You agree that, by entering into this contract, you are also entering into an agreement with your local distribution network operator (DNO) in relation to the National Terms of Connection.

- 15.2 We are acting on behalf of your DNO to make an agreement with you that you and your DNO both accept and agree to the National Terms of Connection (NTC). The NTC is a legal agreement which will come into effect from the time you enter into this Contract and it will affect your legal rights.

The NTC sets out rights and duties relating to the connection where your DNO delivers electricity to, or accepts electricity from, your property. You can get a copy of the NTC by contacting the Energy Networks Association at:

**Energy Networks Association  
6th floor  
Dean Bradley House  
52 Horseferry Road  
London  
SW1P 2AF**

By calling **020 7706 5137**

Or visiting **www.connectionterms.co.uk**

### 16. If you have a Pay-As-You-Go meter

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- 16.1 We will give you a card or key to top up your Pay-As-You-Go meter. Please keep this safe. If it gets lost or damaged, you might have to pay any reasonable costs for a replacement.

### Topping up your meter

- 16.2 You need to ensure that you
- a. buy enough credit with your card or key to cover any energy you use, plus any extra charges you might be required to pay; and
  - b. keep your meter topped up even when you are not using gas or electricity, so there is enough credit on your meter to cover any extra charges, including the daily standing charge, or any money you owe us. Your meter also needs to be topped up to receive any electronic updates to the meter.
- 16.3 If you do not top up your meter, we or our agents may have to visit your Property to carry out work on the meter, or other equipment, and you may have to pay the reasonable costs of that.
- 16.4 You will have to buy a minimum amount of credit each time you top up. You will receive details of this when you receive your top-up card or key.

### Unused credit

- 16.5 If you have any unused credit left on your Pay-As-You-Go meter you can request a refund of the credit for amounts over £10. Contact the Fosse Energy

customer services department who will process your request and post you a cheque within 10 working days of receipt of your request. If your contract with Fosse Energy is ending and you have unused credit you can have the credit refunded. You will need to tell us you want a refund at least two working days before your contract ends. You may also need to take your card or key to a PayPoint, Payzone, or Post Office outlet, to register the information about your meter. We will then process your refund based on that information.

- 16.6 If you do not owe us any money on your account, we will either make the refund to an account at your new address or send you a letter explaining how you can claim your refund.
- 16.7 If you have not done these things before your contract ends, we will still take reasonable steps to pay you whatever is left on the meter, but we might have to charge you a reasonable amount to cover our administration costs.

### What happens if you owe us money?

- 16.8 If you owe us money, we can agree to let you pay it back by paying more on your meter

than the cost of the energy you are actually using.

- 16.9 If you are paying us back through your meter, you need to stick to the payment schedule we have agreed with you. If you do not, we can ask you to pay us the full amount straight away. Or we can ask you to pay us back faster, or in a different way. Either way, we will let you know before we make any changes.

### What happens when the price changes?

- 16.10 If we change our gas or electricity prices, there might be a short delay before the new prices show up on your meter after the price change takes effect. The next time you top up after the prices change, your card, or key will be updated with the new price. When you put your card or key in the meter, the new price will show up.

### Swapping from a Pay-As-You-Go meter

- 16.11 If you have a Pay-As-You-Go in your Property and you ask us to, we may swap your meter for a credit meter, or in the case of smart Pay-As-You-Go meter switch you to credit mode.

- 16.12 We will only do this if;
- you do not owe us any money;
  - we have asked you to and you have paid us a deposit or bond; and
  - you pay the reasonable costs we incur in swapping the meter for you if required.

## 17. Emergencies and safety- gas and electricity

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- 17.1 If you are aware of, or suspect, a gas leak, you must call the **Gas Emergency Number** immediately free phone, on **0800 111 999**. You will also find this number on any of your bills and statements.
- 17.2 If you are aware of, or suspect, any danger relating to your supply or distribution of electricity and that requires attention, please contact your local Distribution Network Operator. Their contact details are also found on your bills and statements.

## 18. General terms and conditions

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### Transferring rights and responsibilities

- 18.1 You cannot transfer any of your rights or responsibilities

under this contract to another person without our prior written consent.

We can transfer all, or any part, of this contract to another supplier, but your rights under clause 6 won't be affected.

### About the contract

- 18.2 The laws of England and Wales apply to this contract.
- 18.3 If you fail to do anything under this contract and we do not tell you straight away, that does not stop us from doing anything about it later on. If we do not immediately ask you for money that you owe us, it will not stop us from asking for it later on.
- 18.4 If a court or other authority such as Ofgem tells us a part or clause of this contract isn't valid, the rest of the contract will still apply.

## Appendix 1

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### 1. Installation of your smart meter

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- 1.1 We may install a smart meter, free of charge, into your Property or you may move into a property that already has one. If so, these additional terms apply.

- 1.2 If your Property is not already

installed with a smart meter and we are installing one, we will agree an installation appointment date with you. You must be present at your Property to allow us access for the agreed appointment and you should let us know with as much notice as possible if you will no longer be able to make the appointment. It is your responsibility to give Fosse Energy two working days notice if you are unable to make an appointment. Missed appointments will incur a charge that will be applied to your account.

- 1.3 At time of a smart meter installation, you will also be offered an In Home Display (IHD) unit free of charge. You can refuse receipt of an IHD and if you do you can change your mind and request one within 12 months of the installation date of your smart meter. You will be entitled to an IHD after the first 12 months but it will no longer be free of charge.

- 1.4 You can use the IHD unit to monitor your use and cost of energy supply in your Property.

### 2. Information from your smart meter

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- 2.1 Your smart meter will allow us to manage your energy supply remotely, meaning we will not need to visit your Property in order to take a meter reading.

We will produce accurate bills for your energy supply from these readings.

consumption data once a month instead.

- 2.2 We will produce and send to you bills based on your meter readings.
- 2.3 We might have to estimate your bills if for example the communication in your meter fails and we are unable to obtain a meter reading for the time that your bill is due.
- 2.4 Your smart meter will allow us remotely to, collect information about your energy use, collect meter readings, change tariffs, apply credit or debit, carry out any remote repairs and maintenance of your meter, change its operating mode from a credit to a Pay-As-You-Go meter (and vice versa) or if necessary, to stop your supply.
- 2.5 Your IHD unit will show the amount and cost of energy as you are using it. It will not however show any discounts or charges that may be removed from or added to your bill so it will not always show the actual amount that will be reflected on your bills.
- 2.6 We will normally (unless you tell us otherwise) collect daily consumption data remotely from your meter. If you would prefer, you can notify us that you want us to collect

- 2.7 You can also decide if you want us to collect consumption data for each half hourly period. You must notify us if you want us to do this.
- 2.8 We will only use any information we collect from your meter in order to:
  - a. supply you energy;
  - b. ensure that we bill you correctly for the energy you have used;
  - c. check that your meter is working correctly;
  - d. resolve an enquiry or complaint;
  - e. meet your request for data; or otherwise as detailed in clause 9 of the Terms and Conditions.
- 2.9 If you have a smart Pay-As-You-Go meter we will also use the data we receive from your meter to monitor the frequency of top-ups.
- 2.10 If there are any problems with your meter or if it suffers a communication issue for a long period of time it may be necessary for us to send an engineer out to investigate the problem.

### 3. Use of your smart meter

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#### Pay-As-You-Go customers

- 3.1 If you pay for your energy by Pay-As-You-Go with your smart meter, you must top up your credit to ensure that you have an uninterrupted supply of energy. If you fail to top up, your meter will disconnect automatically as soon as your credit runs out. In cases of emergency only, you will be allowed to trigger 'emergency' credit up to a value of £5. In the event that your 'emergency' credit expires in 'out of office' hours, you will have access 'friendly' credit to continue your energy supply until office hours commence again. Your meter will disconnect automatically as soon as office hours commence unless you top-up your credit at this point. There is a minimum top up limit of £5 per fuel. Any accumulated charges or debts applied to your meter will be deducted from any top up value before any energy credit is applied.

#### Credit customers

- 3.2 If you have a smart meter operating in credit mode we will collect consumption data in accordance with Clause 2.8 above.
- 3.3 If you wish to change the mode of your smart meter from Pay-As-You-Go to credit, or vice versa, you will need to contact us for our policy on this and we will consider each request individually.

### Alerts

- 3.4 We may, if you give us consent and contact details to do so, where possible, send mobile phone or email alerts to you to tell you that your credit is running low on your meter. Your smart meter will alert you when your meter is running low on credit.

### 4. Equipment

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- 4.1 All equipment is owned by us (or our agents). Your smart meter and IHD unit are paired together, and will not work with any meter installed in other properties and so cannot be taken to another property if you move.
- 4.2 It is your responsibility to ensure that your smart meter and IHD unit are not damaged or interfered with in any way. It is a criminal offence to tamper with your smart meter.
- 4.3 If your smart meter or IHD unit are damaged, if there is a fault or a problem with them, or if you think they have been tampered with, you should inform us immediately by calling us free on **0800 141 2001**.  
  
If your smart meter or IHD are damaged by you, you will have to pay us the costs of carrying out repairs to or replacement of them.

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