

Ecotricity's terms and conditions

Argh, the small print!

Don't panic, we've made these terms and conditions as easy to read as possible, and they tell you everything you need to know about getting your energy supply from Ecotricity.

They include our promises to you, and also your commitments to us. There are no hidden catches – we don't lock you into long contracts, you're free to leave anytime, and there are no exit fees or penalties. It's no less than you'd expect from us.

If something doesn't make sense, just get in touch. There's a glossary at the end, providing definitions of some of the most important terms we use throughout.

These terms and conditions also cover deemed contracts – that's where, for example, you've moved into a house where we're already the supplier, or if you're a landlord and your tenant has moved out. It means we can keep supplying the property even if you haven't officially signed up with us. If you want to move away from a deemed contract at any time, there will be no exit fee.

Our Ethical Price Promise

We all like to be treated fairly and know what we are going to pay, and nobody likes prices that can rise at any time, with no apparent rhyme or reason.

From October 1st each year, we set the price we charge our customers for their energy and we hold that price until the following October 1st, when we'll only change prices if we really need to.

No matter when you join us, during that year you'll pay the same set price as everybody else - you could be with us ten minutes or ten years (and we hope it's ten years) and you'll still get our latest best price (for your meter type) the same as all of our other customers – this is our **Ethical Price Promise**.

Our price for customers on a Pay As You Go meter is slightly different in that it is adjusted twice each year, as is regulated by Ofgem - this takes place in April and October. In between those dates, it too is fixed.

If you ever want to switch to another supplier, you can – and there will be no exit fee.

If we do change our prices, or any term of this contract that may significantly disadvantage you, we'll let you know what changes we're making no less than 30 days before they happen.

If you don't accept the changes, and you choose to switch away, the changes won't apply, as long as we receive notice from another supplier that you're switching to

them within 20 working days of the date that the changes are due to come into effect.

If we object to you switching because you have a balance outstanding, you'll need to settle your account within 30 working days of our objection or the changes will take effect.

Price Information

If you ever want to check the price that you pay, you can find it on your bill, give us a call on **0345 555 7 100** or visit ecotricity.co.uk/tariffs. We'll charge you in kilowatt hours for the amount of gas or electricity supplied to you.

Any standing charge you pay (that's the cost of actually getting the energy to your home) will apply whether you actually use the supply or not – that's because we have to pay the Distribution Networks to support your supply.

If you receive your electricity through an Economy Meter, it is the Network Operator that sets the times for when the day/evening/night/weekend unit charges apply. If you're unsure what relevant times apply to your meter, just give us a call on **0345 555 7 100** or email home@ecotricity.co.uk.

Dual Fuel Discount

If you get both your gas and electricity from us at the same property, you'll get our Dual Fuel Discount (this does not apply to Pay As You Go customers). If you switch either your gas or electricity to another supplier, you'll lose the Dual Fuel Discount from the date you switch.

Getting You Started

Here's where we tell you how and when we'll set up the contract for your energy supply, and when your supply will begin ...

Switching should be quick and easy, so your contract will start as soon as we've processed your request to switch to us – whether you join us over the phone, through our website, by post, or through a broker.

We'll always try to process your switch request within five working days of receiving it. That includes us contacting your current supplier to let them know you're coming to us. You don't need to tell them that you're leaving – we'll sort it for you.

We'll send you a Welcome Pack to confirm that you've joined us. Your Welcome Pack contains everything that you need to know about your supply, including the price you pay, the date that your supply will start and, if you change your mind, how you can stop the switch to us.

What we need you to do

There are just a few things we ask of you so that we can supply you with green energy and give you our best customer service ...

Firstly, to receive our green energy, you have to be the owner, occupier or otherwise responsible for the Property (or will be on the date you want your Supply to start), the Property must be directly or indirectly connected to mains electricity and/or gas, and you must be aged 18 or over (16 if the Property is in Scotland) – so by entering into this contract, you confirm each of these.

We'll then ask you to provide us with your email address and phone number so that we can get in touch about your account. We ask that you send us an opening meter reading for either the date that your supply starts, or in the case of a Deemed Contract, for the date you become responsible for the property. Otherwise, your account will be opened using an estimated meter reading – which means your bills won't be as accurate as they could be.

If we have asked you to pay a deposit, then you'll need to pay this before we start the process of switching your supply.

If you start using the property mainly for business purposes, then you promise to let us know within seven days. Our Business Team will then contact you about being a business customer.

When will your supply start?

If you're switching to us, then the date that your supply starts is in your Welcome Pack (it's normally three working days after the end of the 14 day cooling off period). If you have a Deemed Contract, the supply starts the day that you became responsible for the property.

It's rare for this to happen but we may have problems taking over your supply if:

- we do not have all of the information we need;
- you have a fixed term contract with another supplier that has not ended;
- you owe your current supplier money; or
- there other obstacles outside of our control.

If there's a delay, for whatever reason, we're not responsible for any costs that your current supplier may charge you.

Deposit

When you switch to us, we may ask you to pay a deposit. We don't pay interest on deposits.

We can use the deposit to settle any outstanding balance on your account at any time without prior notice to you. If we use any amount of the deposit to settle an outstanding amount, we'll ask you to top up the deposit to its agreed original level.

If your final bill is actual meter reading we'll repay your deposit, after we have deducted any sums due to us, within 10 working days of your final bill. If your final bill is based on an estimated meter reading we may need further information before we can repay your deposit.

Your Supply

There are a few technical details about your supply that you need to know:

Electricity

Your electricity may be subject to the variations permitted by the Electricity Supply Regulations 1998. This means that while you can expect a consistent supply of electricity, we cannot always guarantee it.

Gas

Your gas is supplied at the pressure laid down in the Network Operator's code. Your gas supply may be interrupted or be of lower quality due to circumstances outside of our control, or the control of the Network Operator.

In an emergency, or if we're required by law, we or the Network Operator may need you to stop using gas. Once we tell you to, you must stop using gas immediately and you may only start using it again once we or your Network Operator have given you the go ahead.

Your Meter

We'll occasionally need to send someone out to check or read your meter. Here's the detail around what we expect from you.

Access

We own or lease the meter in your property and so we have what's called a right of access to those Meters – which means you **must** allow safe access to the meter on the property to us, our agents, meter operators, the Network Operators, relevant industry bodies, or any other person nominated by us.

You must allow them access to the meter:

- to install, repair, replace or remove a meter;
- to read, test or inspect a meter;
- to disconnect, reconnect, de-energise, isolate or re-energise a supply;
- at any time in the case of an emergency; and
- for any other reason permitted under our Supply Licences.

Maintenance

You must not damage or tamper with the meter. If you do, you'll be charged for the reasonable costs of repairing or replacing the meter, for the energy we estimate you've used, and for the costs of any investigation.

If the meter is – or appears to be – running backwards or failing to record your usage accurately in any way due to a micro-generation system installed at the property (e.g. solar panels), you must let us know immediately. You may be charged for the reasonable costs of repairing or replacing the meter and for the energy we estimate you've used.

Either of us can ask for an accuracy test to be carried on the meter to make sure that it's recording your usage correctly. If you request the test and the meter is found to be recording accurately (within permitted tolerances), we'll pass on the cost of the accuracy test to you; but if the meter is not recording accurately, we'll pay the cost of the accuracy test and replace the meter. We'll then estimate the energy you've used during this period and send you the appropriate bill.

You're responsible for and need to maintain all pipes, wires, cables, equipment and fittings on the property from the point the supply leaves the meter.

We may also pass on any costs to you that we incur:

- to have the meter moved, removed or exchanged (unless you're of state pension age, disabled or chronically ill, and are currently unable to use the meter); or
- if you ask us to arrange an appointment for the meter to be repaired, exchanged or inspected and we are unable to access the meter.

If you have a meter installed or exchanged, you accept that you're solely responsible for any structural work required in order to complete the installation or exchange.

If we need to confirm a meter reading on your account, or if we've been unable to gain access to your meter for any reason, you'll provide us with a meter reading or a photo of the meter on our request.

Smart Meters and your In-Home Display (IHD)

We're entering a new world, and Smart Meters will be at the heart of 21st century energy.

If you have a smart meter at your property that we don't support, or that our systems can't communicate with, we may need to treat it as a traditional meter. This might mean that you'll be unable to see tariff information on the IHD.

If you've agreed to have a smart meter installed, we'll contact you to arrange an appointment to install this. You may change this appointment without being charged, as long as you give us at least 48 hours' notice. If we can't access the property for any reason, or you've not given 48 hours' notice, we may charge you reasonable costs for the failed visit to cover the cost of sending someone out to you.

Once you've agreed to have a smart meter installed, we may use it to: monitor your usage by taking daily meter readings;

- take meter readings;
- repair and update the smart meter;
- switch on or off the smart Pay As You Go functionality (we'll always write to you first if we do this)
- disconnect in limited circumstances (see Disconnection below); or
- identify any faults or interference.

You can opt out of the daily meter readings (or more frequent readings) at any time by calling us on **0345 812 5555** or by emailing home@ecotricity.co.uk. If you opt out of daily meter readings, we'll still monitor your usage by taking monthly meter readings.

If for any reason your smart meter fails to record your usage or records it inaccurately, or we're unable to obtain a meter reading from the smart meter for any reason beyond our control, then we may estimate your usage.

We own the In-Home Display, so if you lose or damage it, you may be charged for a repair or replacement.

Your bill

We'll always make sure your bills are as simple and as accurate as possible. Here's the info you need on when you should expect them and how we put them together

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Your bills are based on either estimated meter readings or actual meter readings.

Estimated Meter Readings

To make sure your bills are always accurate, you're welcome to send us meter readings every month. If you don't, then we'll just estimate your bill for the months in between readings.

If you believe an estimated meter reading is incorrect, just get in touch and let us know and provide us with your latest meter reading. The easiest way to do that is online or on the Ecotricity app. We'll then revise your bill to match your meter

reading, as long as the meter reading is in line with the previous actual meter readings we hold for you.

Actual Meter Readings

If we have received an actual meter reading in time, we will use this to bill you and as evidence of your usage unless your meter is not recording accurately or you're able to provide evidence your meter was read incorrectly (for example a date-stamped photo of the meter).

Back-Billing

If we have not billed you for electricity or gas, we will not back-bill you for any more than 12 months ending on the date of the bill, unless we have been unable to bill as you or someone in your household has been obstructive or manifestly unreasonable.

Paying your bills

Your bills should be simple, and so should paying them. We try to make it easy for everyone to pay for green energy, and here's what we expect on your side.

You must pay your bill(s) within fourteen days of the date of your bill. This is called the **Due Date**, unless we've agreed otherwise with you.

If your name is on the account, you're responsible for paying the bill and we can claim any balances or historic debt from one or all of the people named on the account.

If there are multiple people named on a bill - for instance, in a house share – any dispute about liability or payment is your responsibility. We may ask one or more of you to pay the money due to us as you will be jointly and severally liable.

We may allocate any payment you make to us against the oldest sum due to us even if you tell us that the payment related to a different bill.

If you're in credit on one account but in debit on another, we may refuse to refund the credit and instead allocate it against the debit.

Fixed Direct Debit

When you first join we will calculate your payments based on any info you've given us and any info we have about your property (for example the estimated annual consumption).

We will take your first payment on the date that your supply starts, and when you leave we'll adjust the final amount that we collect from your bank account to include any outstanding balances.

Your highest usage is usually in the winter, so when we get to the spring we will have an even better idea of the amount you should be paying us. So we will regularly review how much gas or electricity you've used. If we think you're paying too much or too little, we'll amend your monthly payments for you. If at the end we find that your monthly payments were set too low leaving a balance owing – we'll simply collect the outstanding amount in equal payments over the three following months.

Late payment

If you don't pay your bill by the due date, we may incur the following, which you will need to pay in addition to your normal bill:

- the cost of visiting your home to recover any outstanding debt;
- the cost of applying and carrying out a warrant of entry (to disconnect a meter or install a Pay As You Go meter);
- the cost of tracing you if you don't provide us with up to-date contact details or a forwarding address; and
- any other costs (such as legal or administration costs) that we reasonably incurred to recover the debt (either directly or through our agents).

If you regularly pay us late or don't pay us, we may require you to pay any sums outstanding by another payment method, such as a payment arrangement or installing a Pay As You Go meter.

Struggling to Pay

If you ever have any difficulty paying your bills, we'll always do our very best to help you where we can. There are two principal methods that we offer customers in difficulty:

Spreading the cost with payment arrangements

We may allow you to spread the money you owe us over a period of time, at a rate agreed by us and that we think is affordable for you – we call this a payment arrangement. To discuss payment options with us, just get in touch with us on **0345 555 7 300**.

Once we have agreed a payment arrangement, you'll need to make all of the payments on time and continue to pay your ongoing bills. You can pay the outstanding balance of the payment arrangement to us earlier than agreed.

You agree that we may, on your behalf, apply to the Department for Work and Pensions for a proportion of your benefits to be paid toward any payment arrangement or any other sums due to us – we'd always let you know before doing this.

If you have a payment arrangement with us, we will object to you switching to another supplier while there are any sums outstanding.

If you fail to keep up with the payment arrangement, we may end it and install a Pay As You Go meter or disconnect your energy supply.

Pay As You Go

A Pay As You Go Meter can help some customers to better budget and manage energy use.

To discuss the installation of a Pay As You Go meter, just give us a call on **0345 555 7 300** and we'll give you all the info you need.

If you don't contact us, or if you've failed to keep up with any payment arrangement, we may apply to court for a warrant to install a Pay As You Go Meter at the Property without your permission, particularly if it means we can avoid disconnection. We'll then set the Pay As You Go meter to collect any money you owe to us. We'll always tell you the rate at which the outstanding sum will be collected.

Unless you have a smart Pay As You Go meter, we'll send you an electricity key or gas card in order for you to top up your meter. You must keep this safe. If you lose it, you may be charged for a replacement. If you have a smart Pay As You Go meter, you can find out about the different ways to top up in your Smart Guide.

You'll need to top up with enough credit to cover both your ongoing usage, the daily standing charge and any overdue sum we've set the Pay As You Go meter to collect. If you have a Smart Pay As You Go meter, you can find out about any minimum or maximum levels that apply when purchasing credit in your Smart Guide.

The standing charge will apply whether or not you are using any electricity or gas and will continue to accrue in between top-ups or when you use the emergency credit. This means that when you next top-up that accrued standing charge will be taken from the amount you have topped-up and when you leave you may still owe money to us.

Unless you have a smart Pay As You Go meter when we change our prices, there may be a short delay before they're applied to your meter – that's because the prices will only be applied on your next key or card top up.

We may charge you our reasonable costs for:

- visiting your property if you contact us or the Network Operator to tell us you've run out of credit due to a fault with the Pay As You Go meter (or the key or card) and we can't find a fault; or
- changing a Pay As You Go meter to a credit meter (where you don't have a smart meter).

Disconnection

It's extremely rare that we disconnect a customer, and there are regulations that protect customers from this too. However, here are the details around when we would and our rights to do so.

We have the right to disconnect the property in the following circumstances:

- in an emergency or if we're required to do so by law;
- where we, or the Network Operator, need you to stop using your gas supply because your home or the public may be in danger;
- where you've failed to pay your bills in accordance with these terms and conditions and:
 - you've refused our offer of a payment arrangement, or you've failed to comply with an agreed payment arrangement;
 - you've refused our offer of a Pay As You Go meter or you've refused to allow us access to the property to install a Pay As You Go meter; or
 - it's otherwise not reasonably possible for us to install a Pay As You Go meter;
- it isn't reasonable, in all circumstances, for us to supply you and we give you seven days' notice that we're ending the contract and cutting the supply.

If we Disconnect you, you must pay our reasonable costs to have the Supply reconnected. If you need us to reconnect your gas supply, you agree to find a gas safety engineer and pay their costs directly.

If something goes wrong

We have the best customer service in the industry, and our approach is simple: we treat people how we would want to be treated. However, in the rare instances that something does go wrong and you'd like to raise a complaint, you can call us on **0345 555 7 100** or visit [ecotricity.co.uk/complaints](https://www.ecotricity.co.uk/complaints). There's more information on the back of your bill too.

Under our Supply Licences, there are certain guaranteed standards that we're obliged to meet relating to billing, metering and customer enquiries, which you can find at www.ecotricity.co.uk/standards-of-service

Moving home

Moving in (or Deemed Contracts)

It's a bit of an old-fashioned term, but a deemed contract is where, for example, you've moved into a house where we're already the supplier, or you're a landlord and your tenant has moved out. It means we can keep supplying the property even if you haven't officially signed up with us.

If a deemed contract exists, these terms and conditions and your Home Move Pack form the entire agreement between us.

If there is a deemed contract between us, then the terms headed “Getting you Started”, “Cancellation” and “Leaving us” do not apply to you.

A deemed contract exists from the date you become responsible for a property that we supply (or if Ofgem has appointed us to be your supplier). You are free to switch away at any time with no exit fee.

You’re responsible:

- as a tenant or occupier;
- as a landlord or owner (from the date the tenant or occupier moved out);
- if you tell us you are; or
- we reasonably believe that you are..

The deemed contract will end when:

- you enter into a contract;
- you switch to an alternative supplier;
- someone else (e.g. a new landlord, tenant or occupier) becomes responsible; or
- your supply is disconnected/de-energised at your request and cost.

Moving Out

If you move home, it’s really easy to take us with you – just email movinghome@ecotricity.co.uk, give us a call on 0345 555 7 500, or visit our website at ecotricity.co.uk/moving-home at least two days before.

You’ll need to:

- provide us with your new address (if applicable);
- give us details of the person taking over the Property; and
- provide a final meter reading so we can accurately produce your final bill. If you do not provide us with a final meter reading, you agree that we can estimate your final bill.

Provided that you’ve met these terms, your contract for your old property will end on the date that you move out. You agree to provide us with evidence of the date that you moved out if there is any dispute.

If you don’t tell us, your contract will continue and you remain responsible until the earlier of either:

- the date that you tell us that you’ve moved; or
- the date on which the new person responsible contacts us.

Ending this Contract

Cancellation

When you move to a new supplier, you always have 14 days to change your mind – this is called the cooling off period. The same applies to us and we detail that below.

We'll tell you when your cooling off period ends in your Welcome Pack.

It's easy to cancel your switch. Simply contact us before the end of the cooling off period to tell us you've changed your mind.

You can call us on **0345 555 7 100**, email home@ecotricity.co.uk, or write to us at Unicorn House, Russell Street, Stroud, Gloucestershire, GL5 3AX using the cancellation form (ecotricity.co.uk/customer-service/the-legal-stuff/cancelling-your-switch-request). We'll confirm your cancellation to you.

If you return the cancellation form by post, please ask the Post Office to provide you with proof of postage as we may ask for proof in the unlikely event of a dispute between us.

This clause doesn't affect your other rights to terminate the Contract.

Leaving us

Quite simply, we don't lock our customers in, and we don't charge any exit fees or penalties. If for any reason you want to leave us, we'll not charge or penalise you.

You may end your contract at any time as long as:

- you've paid any outstanding balance you owe to us; and
- your supply is switched to another supplier or is disconnected or de-energised

We may in very limited circumstances object to you switching to another supplier for example if you owe us money, have a payment arrangement or your new supplier has not applied to switch all of the meters connected to your supply.

We won't let your supply move if your new supplier tells us they tried to take your supply by mistake or without your proper consent.

You'll need to give your new supplier meter readings on the day that your supply switches to them. They should tell you when they need those readings and it is their responsibility to send those to us so that we can produce your final bill. We cannot change the final readings and so you agree to either pay the final bill or promptly raise an opening read dispute with your new supplier.

We end the Contract

We can end your contract in any circumstances by giving you 30 days' notice. If during this period you don't switch to another supplier and your meter remains connected/energised, you'll be moved to a deemed contract and we'll notify you of any change to your Prices.

We may terminate this contract or a deemed contract immediately if:

- you commit a serious breach of this contract (e.g. meter tampering); or
- we no longer hold the relevant supply licences and Ofgem has told another supplier to supply you.

Using your information

This section explains how we may use your personal information but you can find full details in our Privacy Policy, which can be found at ecotricity.co.uk/about-ecotricity/privacy-policy.

We may monitor calls to make sure we're meeting our legal and regulatory requirements, and to train our staff to make sure you keep getting the best customer service in the industry.

If you have any questions about how we use your information, you can contact our Data Protection Officer by emailing dataprotectionofficer@ecotricity.co.uk

Account Management

When you switch to or away from us we need to share your supply details, and other relevant information, with other suppliers, relevant industry bodies or other industry companies

We may use your information to:

- verify your identity when you contact us;
- help us set up and otherwise administer your accounts for services and products that we, or our group companies, provide you now or in the future, including improving our service to you and collecting debts;
- contact you in any way about your supply (including by email, phone, SMS, other forms of electronic communications or through your smart meter).
- contact you in any way (including by e-mail, phone, SMS or other forms of electronic communication) with up-to-date information on products and special offers from us, group companies and affiliates with whom we have a partnership;
- for market and statistical analysis;
- for demonstrating and testing computer systems;
- help detect debt, fraud and loss

If we're contacting you with details of products and/or special offers we will, as far as possible, do so in line with any marketing preferences that you've provided to us. You can ask us not to send further details of products and/or special offers at any time by contacting us and giving us your account details. Please contact us by emailing dataprotectionofficer@ecotricity.co.uk or by calling us on **0345 555 7 100**. For the purposes of administering your account, we may send information to companies based outside of the European Economic Area (EEA). If we do, we'll ensure that adequate protection is in place to ensure your information is processed in accordance with these terms and conditions.

Online accounts

If you have an online account with us, you agree to be bound by our online terms and conditions, which can be found at ecotricity.co.uk/about-ecotricity/website-terms-and-conditions. You can opt out of our online account option at any time by calling us on **0345 555 7 100** or by emailing home@ecotricity.co.uk.

Credit reference agencies

Like many other energy companies, we may request information on you from a credit reference or fraud protection agency – just to make sure that you'll be able to manage your monthly payments and that you're not likely to get into any financial difficulty. This request for information may appear on your credit history and so affect your rating – just because some credit checks leave a footprint on your credit history.

We may also share any information we have about your account (including where you have failed to pay your bill, or where your account is overdue) with credit reference or fraud protection agencies. So if you pay your bill on time, you can build your credit score positively – but if you miss payments, it may negatively affect your credit rating. Credit reference agencies will keep this information for up to six years, from the later of:

1. the date that your account switches to another supplier;
2. the date you pay the outstanding sums; or
3. the date someone takes action against you to recover the outstanding sums.

We can use the information supplied to us to make decisions about your account including:

1. your payment method;
2. your meter type; and
3. the amount and terms of any deposit

You can find out about your credit history by contacting the credit bureau agencies and requesting a copy of your file.

Extra help

If we believe that you, or someone who occupies the property, is in need of extra care (maybe because of age, health or a disability), we may record this. We will only

use this information to ensure we don't stop your supply, or that if your supply is interrupted, your Network Operator prioritises you to ensure that your supply is restored as quickly as possible. In order to do this, we'll need to share this information with the Network Operator.

Copies of your information

If you'd like to see a copy of the information we hold about you, please write to:

The Data Protection Officer, Unicorn House, Russell Street, Stroud, Gloucestershire GL5 3AX.

The Really Legal Stuff

Our Liability to you

We cannot guarantee an uninterrupted supply, although we expect to. If we're unable to supply you for a reason beyond our control, you won't be able to claim that we're in breach of this contract or a deemed contract.

Whether due to negligence of any of our or the Network Operator's employees or agents, any non-fraudulent misrepresentation, any breach of the contract or any express or implied warranty, condition or other term or breach of statutory duty or otherwise, neither we nor the Network Operator will be liable to you for:

- any indirect or consequential loss, damage, cost, expense or claim including loss of profit, revenue or use, damage to reputation, loss of business opportunities or anticipated revenues; or
- damage that is beyond our reasonable control.

Our and the Network Operator's total liability (including interest and legal and other costs) to you relating to all claims arising under or in connection with the supply or the contract or deemed contract (whether by reason of any negligence by us or the Network Operator or any of our or the Network Operator's employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term, breach of statutory duty or otherwise) will not in any event exceed £25,000 (twenty five thousand pounds).

Nothing in this contract or deemed contract limits or excludes our liability for death or personal injury caused by our negligence.

Other Terms

If a court finds that part of this contract or deemed contract isn't valid, the rest of the contract or deemed contract won't be affected.

If, at any point, we don't enforce any part of this contract or deemed contract, it won't stop us from doing so in the future.

We may assign, sub-contract or transfer all or any part of this contract or deemed contract to another supplier without providing you any notice.

You and we don't intend that any part of this contract or deemed contract should be enforceable by any person who's not a party to it and agree to exclude the provisions of the Contract (Rights of Third Parties) Act 1999.

Your statutory rights under the law are not affected by this contract.

This contract is made under the laws of England and Wales for supply in England and Wales, and by the laws of Scotland for supply in Scotland.

Glossary

- **Actual Meter Readings** – means meter readings that are provided to us by you, a meter readings agent or through a smart meter.
- **Cooling Off Period** – the period during which you may cancel the contract starting from the day after you enter into a contract with us.
- **Contract** – your contract is with The Renewable Energy Company Limited. That's our legal name but we trade as Ecotricity. Your contract is made up of these term and conditions, the National Terms of Connection and your Welcome Pack
- **Deemed Contract** – where we supply energy to a property, without there being an agreed contract between us, we'll supply you under a deemed contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989. Your deemed contract is made up of these terms and conditions, the National Terms of Connection and your Home Move Pack
- **Deposit** – the sum of money we may ask you to pay to us depending on your individual circumstances and estimated annual consumption.
- **De-energise/Isolate** – physically terminating the supply, for example by removing the fuse and the meter or capping the supply.
- **Disconnect** – physically terminating the supply by severing the connection to your property on the distribution network.
- **Distribution Network** – the system of distribution of electricity or gas to your property.
- **Due Date** – means the date that we expect you to pay your bill by,
- **Economy Meter** – including Economy 7, Economy 10, Economy 11 and Economy 15 meters that provide separate readings for day and night usage.
- **Estimated Annual Consumption** – the estimated consumption of electricity and/or gas in a year.
- **Estimated Meter Readings** - these are meter readings that we estimate based on the information we have about the property, the estimated annual consumption and historical usage.
- **Fixed Direct Debit** – means a regular fixed sum taken by direct debit regardless of consumption, reviewed regularly to take into account consumption.
- **Group Companies** – all subsidiaries and any parent companies of The Renewable Energy Company Limited from time to time. A full list of group companies can be obtained by emailing dataprotectionofficer@ecotricity.co.uk.

- **Home Move Pack** – the letter we send to customers who move into a property we supply, setting out the unit charges and standing charges for your supply and the principal terms of the deemed contract.
- **In-Home Display** – means the electrical device that works with your smart meter or smart Pay As You Go meter and displays information about your energy consumption.
- **Meter** – means the meter inside the property, owned by us or a meter asset provider, which records your supply and includes smart meters, Pay As You Go meters and smart Pay As You Go meters.
- **National Terms of Connection** - When we supply you with electricity you're also entering into the National Terms of Connection ("NTC") with your local electricity Network Operator. By this contract, you and your Network Operator accept the NTC and agree to keep these conditions. The NTC is a legal agreement. It sets out rights and duties in relation to how your Network Operator delivers electricity to, or accepts electricity from the property. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, phone **0207 706 5137** or visit www.connectionterms.co.uk.
- **Network Operators** – the local electricity distributors and gas transporters that manage the distribution networks.
- **Ofgem** – the Office of Gas and Electricity Markets who regulate the gas and electricity markets in Great Britain or any regulatory organisation that replaces it.
- **Pay As You Go Meter**– means a smart Pay As You Go meter or any other type of meter where credit is applied using a key, token or card.
- **Payment Arrangement** – means an arrangement we have agreed with you for you to spread any outstanding sums due over an agreed period of time.
- **Property** – each domestic property that you'd like us to provide a supply to or which we already supply under a deemed contract.
- **Prices** – the prices specified by us and agreed by you, or deemed as being due from you, in respect of the supply including unit charges and standing charges.
- **Relevant Industry Bodies** – including but not limited to Ofgem, Citizens Advice Consumer Service, Department of Energy and Climate Change, Theft Risk Assessment Services, Revenue Protection Services and their agents.
- **Smart Guide** – the information booklet we provide you with to explain how your smart meter or smart Pay As You Go meter operates
- **Smart Meter**– a meter that records the amount of energy you use and is capable of communicating that usage directly to us.
- **Smart Pay As You Go Meter** – a meter that records the amount of energy you use, is capable of communicating that usage directly to us and enables you to pay as you go for your supply. Details of the way in which credit can be applied will be detailed in your Smart Guide
- **Spring** – means the period between March and May
- **Standing Charge** – a daily charge to keep a property connected, payable whether or not those properties are occupied and whether or not electricity and/or gas has been consumed at the property.
- **Supply** – the physical supply of electricity or gas, or both, under this contract or a deemed contract.
- **Supply Licences** – a licence to supply electricity: granted under the Electricity Act 1989 and/or a licence to supply gas granted under the Gas Act 1986 (as amended).

- **Unit Charges** – the price we charge you in pence per kWh.

Last updated: [1 October 2018]