

Terms and Conditions

These were last updated on 23rd October 2018 – Version 1.1

1. Our contract

These are Our terms and conditions for supplying energy (gas and/or electricity) to Your property.

1.1. If You hold an account with Us, You're Our customer. You can become an account holder without signing a formal contract, just by moving into a property We supply gas or electricity to (or both).

1.2. **We/Us/Our** are Igloo Energy Supply Limited, a company (Registered in England and Wales No. 09812716) and Our address is The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP.

1.3. **You/Your** are the person who either signed up to an account with Us for energy supply, is a second named person on an account taking energy supply from Us, or the owner/occupier of a property that We are supplying electricity or gas to.

1.4. Entering into this contract means You agree that You live in or own Your property, or that You're responsible for it.

1.5. You promise to Us that:

1.5.1. You are over 18 and are allowed to sign up to this contract; and

1.5.2. The property is, or will be by the date We commence supply, connected to the mains gas network or the electricity network (as applicable), or both; and

1.5.3. You will use the supply for domestic purposes only and will inform Us immediately if this changes or is likely to change; and

1.5.4. You will ensure Your contact information is accurate and up to date, including Your telephone number and email address.

1.6. Your contract with Us will start when We have agreed to take over Your supply (after You have agreed to Our Terms and Conditions through Our website or via the telephone). If You start to take supply from Us under a Deemed Contract, Our contract will start on the date You first take supply from Us.

1.7. If You've agreed a contract with us over the telephone or online, You have 14 days from the day You signed up (called the "**Cooling Off Period**") to let Us know that You have changed Your mind and wish to cancel.

1.8. If You cancel the contract within the Cooling Off Period, then You will have no charges to pay and Your supply will remain with Your existing supplier.

1.9. Your Welcome Letter forms part of these Terms and Conditions, in particular it contains the tariff You have agreed to subject to any changes under Clause 9 below.

2. Switching to Igloo Energy

2.1. When You instruct Us to switch Your energy, You agree that We may contact Your existing supplier to ask them to end Your contract and to switch the supply to Us.

2.2. We make every effort to start Your supply within 21 days of the date We tell Your previous supplier. We'll tell You when We expect Your supply to start. Occasionally circumstances outside of Our control may delay the start date, but if this is the case, We aim to keep You updated.

2.3. Examples of circumstances where the start date might be delayed:

2.3.1. Your old supplier may prevent Us from taking over the supply by raising an 'objection' to the transfer. Usually, this is because there may be an outstanding balance on the account or a contract in place with the previous supplier. In this case, We will write and let You know so that You can contact Your old supplier and resolve the issue.

2.3.2. We don't have all the information We need to open Your account. We will always do Our best to find any missing information, but if You don't give Us the information We need when We ask for it and We can't easily find the information anywhere else, it may delay Your supply start date.

2.4. If We are unable to switch supply to Your property due to circumstances outside of Our reasonable control, We will inform You and You will remain with Your existing supplier.

2.5. You agree to provide Us with opening meter reads when We ask You and unless You have a smart meter installed that We support, You agree to provide regular meter readings during the contract, at least every three months, so that We can bill You accurately.

3. Deemed Contracts

3.1. When You move into a property supplied by Us and You have not entered into a contract with Us, Your property will be supplied under a "Deemed Contract".

3.2. You agree that because You are taking supply from Us, You will pay all Charges due under Our Deemed Tariff. This will be Our cheapest available variable tariff for the type of meter that You have.

3.3. You must tell Us date You moved into a property supplied by Us and the electricity and/or gas meter reading(s) on that date. If You do not give Us this information, We may assume that:

3.3.1. The date You moved into the property and starting taking supply, is the day after the final date Our previous customer took supply from Us; and

3.3.2. The opening meter reading(s) for Your usage are the same as the final meter reading(s) of our previous customer at Your property.

4. Our Charges and Tariffs

4.1. Details of Our Charges for supplying gas and electricity are set out on Our tariff page on Our website. The Charges applicable to Your supply are also included within the Welcome Letter, unless changed in accordance with Clause 9.

4.2. Your contract will either be for a fixed rate tariff or a variable rate tariff. The period of any fixed rate will be shown within Your Welcome Letter.

4.3. You agree to pay Us for the supply until Your contract ends with Us, along with any charges or debts You have accrued which remain unpaid after the end of Your contract.

4.4. Our Charges for Your supply will be calculated on the following basis:

4.4.1. A daily standing charge for each “Meter Point Reference Number” (MPRN) or “Meter Point Administration Number” (MPAN). This is charged for each day whether or not Your property is using energy; and

4.4.2. A unit rate for electricity or gas, charged per kilowatt hour (kWh) that You’ve consumed; and

4.4.3. If You have a credit meter, We will calculate Your consumption using the latest meter readings that You’ve given Us, or if You haven’t given any to Us, or if We believe Your reading to be inaccurate, We will estimate Your meter readings using industry standard methods.

4.5. We will add VAT to Our charges at the applicable rate (currently this is 5% for energy usage and 20% for all other charges)

4.6. We are also able to charge You for reasonable costs that aren’t included in Our tariffs. These can include costs arising from the following:

4.6.1. Visiting Your property and stopping, disconnecting or reconnecting Your supply. We might charge for this if You ask Us to do it, or if You’ve damaged the meter).

4.6.2. Inspecting or working on Your meter if You ask Us to but there’s no problem with it.

4.6.3. Moving Your meter to a convenient position, unless it is Our fault that the meter’s original position was inconvenient.

4.6.4. Trying to get back the money You owe us. These costs include reasonable administration costs, as well as, for example, the cost of trying to contact You, visiting You, getting a warrant to enter Your property and installing a prepayment meter.

4.6.5. You are interfering or have interfered with Your gas or electricity meter or stealing gas or electricity.

5. Billing and payments

5.1. Your Welcome Letter will set out how You have chosen to pay Us and will list how often You will receive a bill or statement from Us.

5.2. Where We supply You and You have agreed to pay by standard Direct Debit:

5.2.1. You must keep Your account with Us in credit by paying for supply in advance; and

5.2.2. You agree that We will determine the amount of any Direct Debit and We will tell You this amount on Your bill or statement; and

5.2.3. You agree that We may increase the monthly Direct Debit payment by up to 25% to cover additional usage in the winter months; and

5.2.4. You agree that We can carry forward any debit or credit balance to the next month's bill; and

5.2.5. You will give Us an up-to-date meter reading at least every three months, unless You have a smart meter from Us and We can receive them automatically; and

5.2.6. You agree that if You do not agree with Your bill, You will contact Us before We collect any further Direct Debit; and

5.2.7. We operate in accordance with the Direct Debit Guarantee, further details of which are available from Our customer service team on request.

5.3. We will review Your standard Direct Debit at least twice a year and will contact You if We need to make any changes. We may need to increase it if You are not paying enough to cover the energy You are using, or We may ask You to reduce it if it's too high.

5.4. If You or We ask to reduce Your Standard Direct Debit, You agree to provide Us with an up to date meter reading if We ask for one.

5.5. If You have trouble paying Your bill on time, You should contact Us immediately to discuss how we can help You. Call Us on 0333 4055555 or contact Us on email at Team@igloo.energy

5.6. If You do not pay Your bill on time:

5.6.1. We can charge You for each Direct Debit payment that You have missed; and

5.6.2. We can charge You for any bank charges We incur because of cancelled or failed payment; and

5.6.3. We can charge You interest at 4% per year above the current Bank of England base rate for any overdue amounts. This will be calculated and charged until You have paid the overdue amount plus any interest; and

5.6.4. We may install a prepayment meter and move You onto a different tariff, to help You stop running up further debt with Us. We can do this under a court order without Your permission.

5.6.5. We can temporarily or permanently disconnect Your supply, which We may do without Your permission if We have a court order.

5.6.6. We may pass Your information to credit reference agencies and/or fraud prevention agencies and report that You failed to pay Us money when it was owed.

6. Igloo Interest Reward

6.1. Where You pay by Standard Direct Debit, We will pay interest on the first £1,000 of any credit balance, this is the Igloo Interest Reward

6.2. The Igloo Interest Reward is calculated based on 3% per annum and the remaining credit balance in Your account each month after all charges for that month have been paid, pro-rated for the number of days in that month.

6.3. We can change any part of the Igloo Interest Reward at any time, including but not limited to, its rate, how it is calculated and paid, or We may withdraw it entirely.

6.4. We will calculate the Igloo Interest Reward each time We produce a bill and We'll automatically credit it to Your account. We may not recalculate any change to the Igloo Interest Reward where we issue a revised bill.

7. Letting us into Your property and Your meter

7.1. You are responsible for making sure that Your property has an appropriate meter that meets the following requirements:

7.1.1. It is capable of measuring the electricity or gas supplied to Your property

7.1.2. It meets all industry standards for safety and accuracy

7.1.3. It and any pipes, wires or equipment connected to it is maintained and complies with appropriate legislation

7.2. If You do not provide Your own metering equipment, We or Our agents will do it for You.

7.3. You agree to give Us access to Your property and any metering equipment so that We may install, repair, read, disconnect or replace any metering equipment. If there are any obstructions that stop Us from accessing the metering equipment, You must remove it at Your cost.

7.4. You are responsible for Our reasonable costs relating to inspecting, removing, repairing or replacing any metering equipment, except if the loss or damage is caused by something We have done or failed to do.

7.5. If You find any damage, fault or problem with Your metering equipment, You must inform Us immediately so that We can rectify it.

8. Ending Your contract

8.1. If You are not happy and want to leave Us at any time, You should contact Our team and they will do their best to help solve any issues You might have.

8.2. If You still want to leave Us and switch to a new supplier You do not need to tell Us Yourself, Your new supplier will contact Us to cancel the contract on Your behalf in accordance with the Ofgem rules.

8.3. If You haven't paid Us everything We are due and have any outstanding debt with Us, We may object to You switching to a new supplier. If We do that, We will contact You to tell You and if You clear the debt within 30 working days, We'll allow the switch to happen.

8.4. If You agree to pay by Direct Debit and You cancel Your Direct Debit, We can cancel this contract and move You onto Our cheapest variable tariff that is available for the payment method You select.

9. Moving house

9.1. When You move house, You agree to tell Us at least two working days before You move out. If You do that, Your contract will end on the date You move out of the property.

9.2. If You do not tell Us until after You have moved out, Your contract will end either two working days after the date You tell Us or on the date someone else tells Us that they have moved into the property, whichever is the earlier.

9.3. You should give Us a meter reading on the date that You move out of the property. We will then Use that to calculate Your final bill.

10. Changes to this contract

10.1. We can make changes to this contract at anytime.

10.2. We will tell You about any changes to Your contract and will make a copy of the new terms available to You on Our website. If You would like a copy by post, please tell Us.

10.3. If the changes We make are disadvantageous to You, We will contact You to give You 30 days notice about the change. If You do not agree with the changes, You can change to another supplier or change Your tariff without penalty.

10.4. For the avoidance of doubt, the following changes are not considered disadvantageous to You:

10.4.1. Any changes to the rate of VAT We charge; or

10.4.2. Changes We must make following an instruction from a regulatory body, such as Ofgem; or

10.4.3. Changing or withdrawing the terms of Our Igloo Interest Reward; or

10.4.4. Any changes in Your Direct Debit amount in accordance with Clause 5; or

10.4.5. Moving You onto a variable rate tariff at the end of any fixed rate tariff; or

10.4.6. Changing or withdrawing Our Referral Scheme; or

10.4.7 Changing or withdrawing Our Reward Account

11. Emergencies, safety & disconnecting Your supply

11.1. If You experience any gas emergency, You must report it by calling 0800111999.

11.2. If You have an issue or emergency with Your electricity supply, You should call Your local electricity distributor. They can be contacted by calling 105 and You will be put through to Your local distributor.

11.3. You must ensure that You only use the electricity or gas supply in a safe way and You agree that You will not use it in any way that might endanger other people or their property. You also agree that You will not do anything that might interrupt the supply of gas to other properties.

11.4. We are allowed to interrupt Your supply if We think You are using it in an unsafe way. We may also need to interrupt Your supply if maintenance is required to the local network or if it would be unlawful for Us to continue supplying You.

11.5. We are not responsible for any losses You may incur if We are required to interrupt Your supply for safety or lawful reasons.

12. Data protection and how we'll use Your information

12.1. You agree that We can use Your personal information and data in accordance with Our Privacy Policy, which You can find listed on Our website.

13. Our standards of service and how to complain

13.1. If You have a complaint, please contact Our team who will do everything they can to resolve it. You can raise it with Us by:

13.1.1. Calling Us on 0333 405 5555

13.1.2. Sending Us an email at: team@igloo.energy or through the contact form on Our website.

13.1.3. Writing to Us at: Igloo Energy, The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP.

13.2. We always aim to respond to Your complaint within 24 hours of when We receive it. If You are unhappy with Our response, You can ask for it to be escalated to a senior manager. They will then be in touch within 14 days.

13.3. If Our team are unable to resolve Your complaint to Your satisfaction, You will receive a letter with Our final response, this is called a deadlock letter. The deadlock letter will give You details of what's happened and how We have dealt with Your complaint, along with contact details for the Energy Ombudsman.

13.4. If We have not responded to You within eight weeks, You also have the right to refer Your complaint to the Energy Ombudsman.

13.5. You can find out more details about the Energy Ombudsman here:
<https://www.ombudsman-services.org/energy.html>

14. Our responsibility for loss or damage

14.1. Nothing in this contract excludes any liability that We are not allowed to exclude by law.

14.2. Our liability to You is limited to £10,000 for each unconnected event, or £10,000 in total for a series of connected events, that we're directly responsible for and that has caused You loss or damage.

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

14.4. Your supply may be interrupted and We will not be liable for any failure to supply energy due to matters beyond Our reasonable control.

14.5. If We are allowed or need to take action under Our gas supply licence, electricity supply licence or due to any other rules that are binding on Us, We won't be in breach of this contract.

15. National Terms of Connection

15.1. Your supplier is 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 contract and it affects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where 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. You can also phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

16. Other conditions

16.1. You can't transfer any of Your rights or responsibilities under this contract to another person without Our permission in writing. We can transfer all or any part of this contract to another supplier, but Your rights under clause 7 won't be affected.

16.2. The laws of England and Wales or Scotland apply to this contract, depending on where Your property is.

16.3. If You break any part of this contract and We don't respond right away, that doesn't necessarily mean We won't do anything about it later on. For

16.4. If a court or other authority (like Ofgem) tells Us that a part or Clause of this contract isn't valid, the rest of the contract will still apply

16.5. We won't tolerate violence, physical aggression, verbal or written abuse towards Our staff or agents. If it happens, We will take legal action or report it to the police.

17. Referral Scheme

17.1. From time to time we may offer a referral scheme which makes a reward to You (the **Referrer**) or someone You introduce to Us (the **Recruit**) subject to their eligibility.

17.2. The **Reward** will be paid into a Reward Account for which You (the **Primary User**) will be responsible.

17.3. The value of the reward will vary by campaign and from time to time. The current value applicable to You will be displayed on our website.

17.4. Scheme Delivery

17.4.1. Rewards will be delivered to the Referrer and the Recruit within 30 calendar days after the first Direct Debit payment by the Recruit being made, subject to the scheme eligibility criteria being met.

17.4.2. The Recruit must use the link available in Your online account, or through Your mobile app (the **Referral Link**).

17.4.3. A Reward will not be issued where it is claimed retrospectively.

17.4.4. We may delay the issuing of a Reward for the purposes of investigation.

17.4.5. You agree that by sharing or using a Referral Link, your name, and whether you remain a customer of Igloo energy, may be shared with the Referrer and/or Recruit

17.5. As a Referrer, You will only be eligible to receive a reward under this Scheme if:

17.5.1. You are an existing customer of Igloo Energy; and

17.5.2. We do not have reason to believe you are sending or advertising your Referral Link to people who are not known to you or if you are in any way trying to benefit from the Referral Scheme on a commercial basis; and

17.5.3. You have an Energy Account supplied by Igloo Energy that is active at the time the Reward is due; and

17.5.4. The Recruit is due a Reward and is not ineligible to receive it for any reason.

17.6. As a Recruit, You will only be eligible to receive a reward under this Scheme if:

17.6.1. You sign up using a Referral Link for Your energy account using the igloo.energy website; and

17.6.2. You have not been, or have not previously signed up to be, a customer of Ours; and

17.6.3. Your property has not been previously supplied by Us; and

17.6.4. At the time the reward is due, you do have an active Electricity Account and, we have not been notified by another Energy Supplier that they wish to take over the supply of electricity at your Supply Address.

18. Rewards Account

18.1. We may issue a Primary User with a reward account in order to hold any Rewards that You are eligible for (the **Reward Account**), this is separate to Your energy account.

18.2. We may refuse to open a Reward Account or suspend or cancel your Reward Account if we have good reason to do so, including If you are in breach of this Agreement.

18.3. Rewards have no cash redemption value. The contents of the Reward Account belong to the Primary User and are not transferable. Upon cancellation of the Reward Account any unredeemed Rewards accumulated by the Primary User are forfeited. Rewards that have been credited to Your energy account are considered redeemed.

18.4. We reserve the right to suspend or terminate the Reward Scheme at any time.

18.5. The Primary User is responsible for maintaining adequate security for the credentials of their Reward Account, and for any Rewards earned or redeemed using them.

18.6. We reserve the right to remove any incorrectly allocated Rewards. We will notify the Primary User if this takes place.

19. Use of the Igloo Brand

19.1. Igloo wants to ensure our brand is used in the right way, and does not mislead people. Therefore, do not use the Igloo brand name in any of your online profile names, or website URLs.

19.2. You may share Our social media content & Our brand features on social media or through electronic communications, provided that You only share such content in its original form with a link to our original posting and without any changes or amendments.

19.3. If you use any of Our brand features You must get written permission from Igloo Energy, except where set out in clause 19.2. These include but are not limited to:

- The Igloo Energy logo and mark
- The Igloo Energy brand colours