

General Terms and Conditions

MoneyPlus Energy Limited - General Terms & Conditions for Domestic Customers.

Last updated: 1 March 2019.

Definitions

We, Us means MoneyPlus Energy Limited and any Agents or similar to whom we assign our rights or obligations under paragraph 20.1 of these Terms.

You means the person or persons who enter into a Contract or Deemed Contract with us for the supply of Energy.

Address means the address, identified in the Welcome Letter, to which we supply Energy.

Additional Charges means any charges that are not included in the Regular Charges.

Agent means any person we have authorised to act on our behalf, including to provide a Meter, to cut off the supply of Energy to the Address, and to enter into the Contract with you.

Charges means any charges or payments that are payable by you to us under and in accordance with the Contract.

Welcome Letter means a letter we send you which confirms either a Plan or change to a customer account. This may include the "Statement of Renewal Terms" that we are required to prepare in accordance with our supply licences.

Contract means your contract with us for the supply of Energy to the Address, which comprises these General Terms, the Welcome Letter, any Confirmation Letter and the relevant Charges which apply.

Contract Start Date means the date on which the Contract is entered into by you and us (and becomes a legally binding agreement) in accordance with paragraph 4.1 of these Terms.

Cooling Off Period means the 14 calendar day period from your Contract Start Date. During this period, the contract can be cancelled and the request to switch Energy supply to us will be stopped in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Deemed Contract has the meaning given in paragraph 5 of these General Terms.

Direct Debit means an automated payment collected by us from your bank or building society account in accordance with your instruction to the bank or building society.

Energy means electricity and/or gas as determined by the Contract.

General Terms means these general terms and conditions.

Last Resort Supply Direction means a direction issued by Ofgem requiring another supplier to supply Energy to the Address.

Licences are the licences which are held by MoneyPlus Energy, these include Electricity Supply and Gas Supply.

Meter means the meter (or meters) at the Address which records the quantity of Energy supplied to the Address, any equipment or apparatus associated with the meter, and any ancillary device (located at the Address) which is capable of communicating with the meter; and references to a Meter also includes references to any part of a Smart Meter (where appropriate).

Network Operator means the relevant company that owns and/or operates the gas and/or electricity distribution system that delivers the agreed Energy supply to the Address.

Prepayment Meter means a Meter which requires you to pay Charges in advance (it is also known as a 'pay as you go' meter) and which may be adjusted to recover outstanding Charges too.

Registered Supplier means MoneyPlus Energy or the supplier responsible for the supply of Energy to the Address in accordance with the relevant industry code or agreement.

Regular Charges means Charges that are directly related to the supply of Energy and are encompassed within the:

- a. standing charge;
- b. unit rate or 'time of use' rate that applies in respect of the Plan applicable under the Contract, but does not include any Additional Charges, Security Deposit or Termination Fee; and
- c. monthly management fee.

Security Deposit means an amount of money we might ask you, in some situations, to give as security against any Charges due under the Contract for us to draw on if you do not pay the Charges in accordance with paragraph 7.3.

Smart Meter means:

- i. a Meter that can (either itself or by virtue of a device that is associated or ancillary to the meter) send and receive information, including information about the quantity of Energy supplied, through an electronic communications network, plus
- ii. any equipment, apparatus or device associated with or ancillary to the Meter. On switching, customers may lose the settings and functionality of their Smart Meter.

Plan is the Plan which applies to the Contract. A list of our current prices for our Plans and other charges can be found at www.moneyplusenergy.com/help-and-guides/plans-and-charges

Termination Fee means an Additional Charge that we may demand from you under these Terms if you end the Contract before the end date of any applicable fixed term.

Welcome Letter means the letter we may send to you (by post or e-mail) to confirm the terms and conditions of the Contract which are not set out in these General Terms.

Working Day means any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales. All other references to a day refers to a calendar day.

1. Introduction

These Terms and Conditions, and any Additional Terms and Conditions and our Plans shall form the Contract between you and MoneyPlus Energy Limited.

2. General

- 2.1. Where we are supplying you with gas and/or electricity, we will do so as MoneyPlus Energy Limited (a limited liability company registered in England and Wales with company number 10769313), which is authorised by Ofgem to do so as a holder of a gas supply licence and an electricity supply licence.

- 2.2. MoneyPlus Energy Limited is a wholly owned subsidiary of MoneyPlus Intermediary Limited (07580662) and its registered address is Riverside, New Bailey Street, Manchester, M3 5FS.
- 2.3. If you have any questions about these terms and conditions, please contact us at theteam@moneyplusenergy.com

3. Your Contract With Us

- 3.1. By asking for us to supply Energy to the Address, you are agreeing to the Contract, including the General Terms.
- 3.2. The supply of Energy under the Contract includes:
 - i. us taking or accessing Meter readings;
 - ii. you, upon request from us, taking Meter readings and providing them to us; and
 - iii. unless we agree in writing that you can provide the Meter, us providing a Meter.
- 3.3. Our complaints procedure is available on our website at www.moneyplusenergy.com/complaints-procedure or a copy can be sent to you upon request.
- 3.4. We may check your credit rating with a credit reference agency and depending on the results of this we may:
 - i. require you to provide a Security Deposit before we start to supply Energy to the Address;
 - ii. specify the payment method by which you must pay the Charges, which may include advance payment through a prepayment Meter;
 - iii. provide information to credit reference agencies on how you are managing your payments, may affect your credit rating; and/or
 - iv. provide you with an amended version of these Terms and Conditions which reflect your credit score and provide what we deem to be adequate protection.

4. Contract Start Date

- 4.1. The Contract Start Date will be the date on which you:

- i. confirm your acceptance of the Contract – you can accept the Contract through our web-site application process or on the telephone with us; or
- ii. start to take a supply of Energy at the Address without accepting the Contract in line with paragraph 4.1 (i) (this will be a Deemed Contract where we are alerted to the fact).

5. Deemed Contract

5.1. The Contract is a Deemed Contract where:

- i. we are the Registered Supplier for the Address, you are the owner or the occupier of the Address and paragraph 4.1 (ii) applies; or

5.2. Where we supply Energy to the Address under a Deemed Contract:

- i. the Plan that applies is our Deemed Plan
2.
- ii. the payment method by which you will be required to pay Charges will be payment on receipt of a bill or, where the meter at the Address is a Prepayment Meter and if we are able to support it, by prepayment through the Meter.

5.3. Where the Contract is a Deemed Contract it will continue to apply until:

- i. you start to receive a supply of Energy, either from us or from another supplier, under a contract with us or with that other supplier; or
- ii. the supply of Energy to the Address is cut off (for example because you have failed to pay Charges or no longer need a supply).

5.4. You will be liable to pay the Charges for all Energy supplied by us at the Address until the date on which this Deemed Contract ends. Your obligation to pay the Charges will continue after this Deemed Contract has ended in the case that any Charges remain outstanding on that date.

6. Safety and Emergencies

- 6.1. If you have a gas emergency, suspect a gas or carbon monoxide emergency, or if a pipeline is struck (even if no gas leak has occurred), you must call the National Gas Emergency Service 24 hours a day on 0800 111 999 (calls are recorded and may be monitored).

- 6.2. If you have an electricity emergency you must report it to your local electricity operator.
- 6.3. You must not use the supply if you suspect a gas leak or electrical emergency.
- 6.4. You must not use the supply in any way that endangers people or property, or that could damage the Meter and cause danger or put at risk the safe supply of Energy.
- 6.5. You must not tamper in any way with the supply or any equipment including any devices that are provided to you in connection with the supply.
- 6.6. We may cut off, restrict or impose conditions on your Energy supply, including how you use Energy, if:
 - i. we have to do so by law or in an emergency;
 - ii. we are told to do so by Ofgem or the Network Operator; or
 - iii. something over which we have no control prevents us from supplying Energy to you.
- 6.7. You must not use the Energy supplied in any way or for any purpose which:
 - i. is a criminal offence
 - ii. causes or is likely to cause damage to any person or property; or
 - iii. interferes or is likely to interfere with any equipment or property (whether located at the Address or elsewhere).
- 6.8. We can restrict the supply of Energy if we think you are using it in an unsafe way, or if we are required to do so by law or by any regulator.

7. Conditions of Supply

- 7.1. You confirm that:
 - i. You are at least 18 years of age
 - ii. you are either the owner or occupier of the Address (or have the authority to act as an agent for the owner or occupier of the Address);
 - iii. you have provided us with your current e-mail address and mobile and/or land line phone number and that you will update us immediately if any of these details change;

- iv. the Address is a single premises which is, or will be by the supply start date, connected through a Meter at the Address to the gas and/or electricity network of the Network Operator;
 - v. the Energy will be used at the Address wholly or mainly for domestic use; and
 - vi. The payment details that have provided are accurate and up to date and that you will update us immediately if any of these details change.
- 7.2. We do not have to supply Energy to your Address under the Contract if:
- i. any the requirements of paragraph 7.1 are not met;
 - ii. your previous supplier prevents us from doing so;
 - iii. the supply of Energy to the Address has been cut off and we are not required by law to reconnect it;
 - iv. you have not, within a reasonable time of us asking you to do so, paid a Security Deposit; or
 - v. it is not reasonable in all the circumstances for us to supply Energy to the Address (including for example where you have a debt with your existing supplier and we do not agree to the transfer of that debt to us).
- 7.3. We may ask you to provide a Security Deposit in connection with the start of the Contract. If you do not provide this Security Deposit when we ask, we may cancel the Contract and/or stop supplying Energy to the Address.

8. Our Prices and Charges

- 8.1. You agree to pay the Charges.
- 8.2. The Charges will be determined by the applicable Plan, which will be:
- i. the Plan set out in the Welcome Letter – please note that the Charges may be amended in accordance with the Contract;
 - ii. the Charges set out in the Confirmation Letter, if you've moved on to a new contract (e.g. at an anniversary of the Contract Start Date); or
 - iii. the Deemed Plan, if you come to the end of a fixed term Plan and have not chosen one of our other then-current Plans, or are receiving a supply under a Deemed Contract as per paragraph 5.2.

- 8.3. Our Regular Charges are based on the Energy consumed at the Address according to the volumes recorded and measured by the Meter (so long as the Meter is in good and proper working order) and calculated by a meter reading (either an estimated or an actual meter reading to be taken by us, our Agents or you).
- 8.4. Our Regular Charges are calculated with reference to the rate of the daily standing charge that applies under the applicable Plan, (which may include an allocation to account for changes in wholesale costs) plus either:
- i. the single unit rate charge that applies under the applicable Plan in respect of every single unit (kilowatt hour) of Energy supplied to the Address and expressed as pence per kilowatt hour; or
 - ii. the different unit rate charge that applies under the applicable Plan in respect of any unit (kilowatt hour) of Energy supplied to the Address during the period of time for which the different unit rate applies (known as 'time of use' unit rate).
- 8.5. Your charges may also include our monthly management fee, where you have been notified of this in advance.
- 8.6. We may also recover from you any applicable Additional Charges, such as a Termination Fee if you cancel your Contract prior to completion of a fixed term or if a Security Deposit is required. You can get further details of our Charges online at www.moneyplusenergy.com/charges-and-fees
- 8.7. A Security Deposit may be payable in order to enter into a Contract with us for your Energy supply
- 8.8. The Security Deposit will be refunded in full if and when you choose to move to another supplier after completion of a fixed term contract unless you have outstanding Charges due to MoneyPlus Energy. If Charges are payable, these will be deducted from your Security Deposit and any remainder refunded to you.
- 8.9. All Charges are subject to VAT (at the applicable rate) and any other applicable taxes or duties as detailed on each bill or statement that we send to you.

9. Supply Start Date for Fixed and Standard Variable Contracts

- 9.1. Where we are the Registered Supplier at the Address on the Contract Start Date, we will start to supply Energy to the Address from the date that you first take a supply of Energy at the Address on or after the Contract Start Date.
- 9.2. Where we are not the Registered Supplier at the Address on the Contract Start Date, we will aim to start to supply Energy to the Address by no later than 21 calendar days from the receipt of your request for us to supply Energy, unless:
 - i. you tell us that you want us to supply Energy from a later date, subject to your requested date being a date on which we can commence your supply of Energy;
 - ii. you tell us during the Cooling Off Period, before we start to supply Energy to the Address, that you do not want us to start to supply Energy to the Address;
 - iii. your current supplier prevents us from starting to supply Energy to the Address by objecting to the transfer;
 - iv. we have taken steps to obtain but do not have all the information we need to be able to start supplying Energy to the Address by the relevant date;
 - v. we are unable to start supplying Energy to the Address by the relevant date for reasons which are outside our control (for example, if Ofgem, or something you do, prevents us from doing so);
 - vi. you fail to fulfil the mandatory requirements of the Contract at paragraph 7.1; or
 - vii. we identify that your meter is of a type not supported by us.
- 9.3. The first Meter reading we will use for determining the amount of Energy used at the Address from the supply start date will be either:
 - i. an actual Meter reading taken by you or us on (or within 5 calendar days of) the date we start to supply Energy to the Address where that meter reading is validated under the applicable industry procedures; or
 - ii. where an actual Meter reading is not taken or is not validated, an estimated Meter reading based on the information available to us.
- 9.4. Where we are not the Registered Supplier on the Contract Start Date:
 - i. you remain responsible for any charges or fees that may be due to your current supplier until we start supplying Energy to you; and
 - ii. by entering into the Contract you give consent for us to:

- a. obtain from your current supplier any information we may need to start to supply Energy to the Address; and/or
- b. recover from you any charges that you owe to your current supplier for the supply of Energy and which charges we have agreed to be transferred to us under the Debt Assignment Protocol.

9.5. In the event of any erroneously transferred meter we reserve the right to recover costs either from you or your incumbent supplier.

10. Payment Method (And Changing Payment Method)

10.1. You must pay the Charges in accordance with the payment method set out in the Welcome Letter. The payment method that applies may be determined by the applicable Plan.

10.2. Where you fail to pay Charges in accordance with the agreed payment method we may change the payment method without your consent, and in turn this may affect your Plan.

10.3. Where the payment method is by fixed monthly Direct Debit:

- i. the monthly amount to be collected will be the one set out in the Welcome Letter (or Confirmation Letter, as applicable). This is the appropriate fixed amount which we have determined with reference to the consumption data you provided or the data which we hold;
- ii. If you are joining us through the winter months, your Direct Debit may be set at 25% higher (than your standard monthly payment amount) to cover the additional usage until spring, when it will return to a recommended Direct Debit amount;
- iii. we may change the amount collected to ensure that it reflects the available and updated consumption information and will notify you of any such change before collecting a Direct Debit of the new amount;
- iv. if you do not provide Direct Debit information (within 10 days of our request for it), if we have been unable to collect a Direct Debit amount on at least 2 occasions or if you cancel your existing Direct Debit we may change your Plan to reflect a new payment method which could be subject to higher charges, by giving you at least 10 working days' notice of the change;
- v. we will act in accordance with the Direct Debit Guarantee; and

- vi. if a direct debit discount is applicable it will reflect whether you are a single fuel or dual fuel customer.

10.4. Where you are on a Contract where you pay Charges on receipt of a bill:

- i. you must pay the amount due within 14 calendar days of the date of the bill; and
- ii. you may at any time request a different payment method and where we are able to accommodate your request we will notify you of any changes to the Contract that may result from the change in payment method.

11. Non Payment Of Charges

11.1. If:

- i. we have sent you a bill or statement asking you to pay Charges;
- ii. you have failed to pay the Charges within 14 calendar days of the date of the bill or statement or you have failed to pay by Direct Debit, and
- iii. the Charges due are not the subject of a genuine dispute,

we will seek to agree a payment plan which will take into account your ability to pay the outstanding Charges.

11.2. If you do not agree to a repayment plan (or if you do not comply with it), we may take any of the following actions:

- i. engage a third party debt collection agency to recover the outstanding Charges, including through the courts if required;
 - a. replace the Meter with a Prepayment Meter or switch the Meter to operate as a Prepayment Meter;
 - b. calibrate the Prepayment Meter to recover the outstanding Charges; and/or
 - c. change the payment method and/or the Plan applicable under the Contract, including to reflect payment in advance by Prepayment Meter;
- ii. cut off the supply of Energy to the Address;
- iii. charge interest at 3% above the prevailing Bank of England base rate on the unpaid Charges;
- iv. recover from you, as Additional Charges, all costs we incur in recovering the unpaid Charges;

- v. provide information about your non-payment to credit reference agencies which may negatively affect your credit score; and
 - vi. prevent you from transferring to another Energy supplier.
- 11.3. You are responsible for making sure that you can pay your Direct Debit payment on time. If you fail to do so, we may raise an Additional Charge on your account. Details of the Additional Charges can be found at www.moneyplusenergy.com/charges-and-fees. Where there has been a genuine dispute about any amount you must pay at least the amount you agree you owe. When we have settled the matter, we will adjust the bill as appropriate.
- 11.4. You must let us know as soon as possible if you are having difficulty in paying the Charges. Where we are aware that you are having difficulty in paying the Charges we will provide help and assistance where we can.
- 11.5. If you do not make any payment when due, (in addition to any other rights we have) we may ask for a Security Deposit. If you do not provide the Security Deposit, we may stop supplying Energy to the Address.

12. Changing the Contract

- 12.1. We may change the terms of the Contract to take account of: (a) changes in industry agreements or our supply licences; (b) changes in any law, regulations, standards, codes of practice or industry guidelines that affect our supply of Energy to you; (c) any order or judgement by the government, Ofgem or other relevant authority or (d) any changes to transportation or distribution charges. These changes will take effect as soon as we notify you in writing.
- 12.2. If we increase the Charges or change the Contract in any way that puts you at a disadvantage, we will let you know immediately. Except where clause 12.1 applies, the increase in our Charges will not affect the price you pay for each unit of Energy if:
- i. you are on a Fixed Plan;
 - ii. you let us know, within 30 Calendar Days of us telling you about the increase, that you want to end the Contract and you arrange for another supplier to supply Energy to the Address; or
 - iii. we receive notice from the other supplier within 15 Working Days of the day you give us notice that you want to end the agreement. However, if you owe us any amount, we may object to the transfer, and if you do not pay the outstanding amounts within

30 Working Days of us telling you we intend to block the transfer, the change we are making will then apply.

12.3. If you are not using the Energy we supply for domestic purposes, or if you use more than 73,200kWh of gas per year, we can automatically move you onto what we consider is the most appropriate non-domestic Plan we offer, and the terms and condition of that Plan will apply instead of this Contract.

12.4. If you are on our Standard Variable Plan (or any other variable Plan) and we withdraw it from new and renewing customers, we may move you on to a new Plan that is open to new and renewing customers, so long as:

- i. the Plan is at least as cheap as your current Plan; or
- ii. if the Plan is not as cheap as your current Plan, we have let you know in writing at least 30 calendar days before the change happens and given the principal terms of that alternative Plan. If your prices would rise or any of the new terms put you at a disadvantage in comparison with the withdrawn Plan you will have the right to terminate the contract before the alternative Plan takes effect, if you take the steps set out in Section 13

13. Ending The Contract Early

13.1. The Contract will come to an end:

- i. on the date that you stop owning or occupying the Address if you give us at least 2 Working Days' notice of that date; or
- ii. where you do not give us such notice, on the earlier of:
 - a. the date that is 2 Working Days after you have given us notice that you have stopped owning or occupying the Address; or
 - b. the date that another person starts to take a supply of Energy at the Address.

13.2. The Contract will end with immediate effect if;

- i. we are unable to continue supplying our customers, Ofgem may give a Last Resort Supply Direction given to another supplier in respect of the Address takes effect and your supply will not be interrupted; and
- ii. we no longer hold a relevant Energy supply licence.

- 13.3. You may end the Contract at any time by giving us at least 28 calendar days' notice in writing but a Termination Fee may be applicable and such notice will not apply if;
- i. on or before the date the Contract is due to end:
 - a. another energy supplier has not started to supply Energy to the Address; or
 - b. the supply of Energy to the Address has been cut off (for example because you no longer need a supply); or
 - ii. where we prevent you from transferring to another Energy supplier because you have failed to pay Charges due under the Contract including, where applicable, a Termination Fee.
- 13.4. We may end the Contract:
- i. with immediate effect if you:
 - a. are in material breach of the Contract; or
 - b. are unable to pay your debts;
 - ii. at any time by giving you at least 28 calendar days' notice.
- 13.5. You continue to be responsible and pay for the supply of Energy at the Address until the date that the Contract ends.
- 13.6. Where you end the Contract you may be required to pay a Termination Fee as set out, or determined in accordance with the calculation set out in, the Welcome Letter, except where:
- i. the Contract is a Deemed Contract;
 - ii. the Plan is a Standard Variable Plan; or
 - iii. we have changed the Contract to your detriment under paragraph 12.2.
- 13.7. Where we do not have an actual Meter reading for the purposes of calculating the Charges payable to the end date of the Contract we will:
- i. send you a final bill which is based on an estimated meter reading; and
 - ii. revise the final bill if you are later able to provide us with or we can otherwise obtain an accurate actual meter reading which was taken on, or after, the end date of the Contract.

14. Your Rights of Cancellation during the Cooling Off Period

- 14.1. You may cancel the Contract at any time during the Cooling off Period by sending an e-mail to us at theteam@moneyplusenergy.com, by calling us on 0161 509 4747. To do this, you must provide details of the Address and any contract reference number or other supporting information to help us identify the Contract and process the cancellation quickly and efficiently.
- 14.2. Where we are the Registered Supplier at the Address at the Contract Start Date and you cancel the Contract in accordance with paragraph 14.1, if another energy supplier does not become the Registered Supplier at the Address by the end of the Cooling Off Period and you take a supply of Energy at the Address there will be a Deemed Contract between you and us in accordance with paragraph 4.1(ii).
- 14.3. When you terminate the Contract within the Cooling off Period, you will still be liable to pay for any Energy you have used within this period but no Termination Fee will be applied. If you paid a Security Deposit as part of your application and cancel within the Cooling Off Period, we will deduct the cost of any Energy used and refund the remainder of this deposit within three working days of your Contract being terminated.

15. Disconnection

- 15.1. We may cut off the supply of Energy to the Address where:
- i. you have not paid any Charges that we have asked you to pay by the date they were due to be paid;
 - ii. you are in material breach of the Contract;
 - iii. we reasonably believe that the Meter has been damaged or interfered with and the damage or interference is not caused by us or our Agents; (iv) we are required to do so by any law, licence, code or agreement.
- 15.2. If we cut off the supply of Energy under paragraph 15.1, you must pay any other Additional Charges that may apply:
- i. our reasonable costs incurred in cutting off the supply of Energy to the Address;
 - ii. our best estimate of the energy that you have consumed;
 - iii. our costs to resolve any damage that you have caused to the Metering Equipment;
and

iv. our reasonable costs incurred in reconnecting the supply of Energy to the Address.

16. Metering Equipment

- 16.1. You must take all reasonable steps to ensure that the Meter is kept safe and is not damaged or interfered with and inform us immediately if you believe that the Meter (or any part of it) is dangerous or faulty or has been damaged or interfered with.
- 16.2. Provided you first obtain our written consent, you may have your own Meter installed. If you do so, you must ensure that it is one we are able to support and read the Meter. We will not be responsible for repairing or maintaining any Meter that we have not installed.
- 16.3. If you make any changes to your property that result in the Meter you have no longer being suitable, we may charge you for any work needed to install a suitable Meter.
- 16.4. Where any Meter is damaged or interfered with by reason of you failing to comply with paragraph 16.2, you may be liable to pay Additional Charges.
- 16.5. On switching to a Contract with MoneyPlus Energy, you may lose the settings or functionality of any existing Smart Meter.
- 16.6. Where you have requested to pay Charges in advance through a Prepayment Meter and the existing Meter at the Address is not a Prepayment Meter, we will:
- i. install, or convert the existing meter to, a Prepayment Meter if we reasonably can;
and
 - ii. recover our reasonable costs of doing so as Additional Charges.
- 16.7. If you believe that any part of the Meter that we have provided is faulty, you may request that it be tested. If a fault is found, the Charges will be adjusted appropriately. However you may be charged the testing costs incurred by us and/or our Agents if no fault is found.
- 16.8. To help us ensure that the Charges are accurate, we ask that you provide us with Meter readings at least four times a year. We will try to ensure that we (or our Agents) read your meter at least once a year. If we do not have an actual reading, we will estimate your usage based on previous usage at the Address and/or average usages patterns in similar premises.
- 16.9. If you have a non-standard Meter (for example a gas meter that is bigger than the ones we usually install or a polyphase meter for electricity) at the Address, we may require you to pay Additional Charges to cover the extra costs of providing the Meter.

17. Access

- 17.1. Our meter readers must have easy access to;
- i. take Meter readings;
 - ii. inspect the Meter;
 - iii. install, test, replace or re-position the Meter (or any part of it);
 - iv. cut off the supply of Energy to the Address (where we are able to do so under the Contract); or
 - v. reconnect the supply of Energy to the Address. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must provide a suitable position and allow us to move the meter. You agree to pay our reasonable costs for moving the meter unless the unsuitable position was our fault or you have a prepayment meter and are of state pension age, disabled, or chronically sick.
- 17.2. Where you do not permit us (or our Agents) to access the Address, we may exercise any legal right that we have to access the Address for any of the above purposes, which may result in accessing the Property under a warrant.
- 17.3. Where the installation of a smart meter has been agreed as part of the acquisition process, you must reasonably grant access to and co-operate with our metering engineers.

18. Your Personal Information

- 18.1. We are committed to protecting your personal information. Our privacy notice gives you more information about how we use your personal data, and both you and we agree that we use your personal information in line with this policy. You can find it at www.moneyplusenergy.com/privacy-policy. If you have any concerns or queries regarding the use of your personal information, contact mydata@moneyplus.com.
- 18.2. At our discretion and in line with any preferences or circumstances you have declared, we reserve the right to refer you to other companies within the MoneyPlus group where we reasonably believe that this will be of benefit to you, and especially where non-payment occurs under your Contract.

19. Our Liability

19.1. We will not be liable to you for:

- i. any loss incurred due to circumstances outside of our reasonable control;
- ii. any economic loss or damage (for example, loss of profit or anticipated profit, income, use, goodwill, contract or business);
- iii. any loss which was not or could not be reasonably anticipated by you or us when the Contract was entered into (even if we, or our Agents, did not comply with the Contract or were negligent); or
- iv. any loss or damage arising from any interruption in or to the supply of Energy (including loss of or damage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems).

19.2. Where we are liable for any loss or damage caused as a result of our failure to comply with the Contract or our negligence, our liability to you will, be limited to £100,000 for each event (or series of connected events) in any 12 month period.

19.3. Subject to Clause 19.1, if the Gas Transporter or Network Operator causes you any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from the Gas Transporter or Network Operator (or both) on your behalf.

19.4. If you are caused loss or damage by a Network Operator, our liability to you will not exceed the amount that we are entitled to recover from the Network Operator on your behalf.

19.5. If we are required to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we will not be in breach of the Contract.

19.6. We cannot guarantee that the supply will be uninterrupted.

19.7. The Contract does not exclude any liability that we cannot exclude by law.

20. General

20.1. We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the Charges) or obligations under the Contract without your consent permission but this will not affect your rights under the Contract.

20.2. You may not transfer the Contract, or any of your rights and responsibilities under it, without first obtaining our written consent.

- 20.3. If we do nothing, or delay taking action, when you breach the Contract, e.g. by failing to pay the Charges when due, we will still be entitled to take prompt action to enforce the initial breach of Contract or a further similar (or any) breach of the Contract by you.
- 20.4. Any notice which we give to you (or you give to us) in writing must be sent by e-mail or post. Any notice you give us in writing must be sent to our address as set out in these terms (or any new address we notify to you) and any notice which we give to you must be sent to the address you have given us (or any new address you may notify us of).
- 20.5. A notice sent by post will be treated as being received in the second Working Day after it is posted. A notice sent by e-mail or hand delivered will be treated as being received on the actual day of receipt if it is received before 5.00pm on a Working Day or otherwise on the following Working Day.
- 20.6. Any action we take in accordance with our supply licences or other relevant laws will not be treated as a breach by us of the Contract and nothing in the Contract will limit or affect our rights or powers under our supply licences or other relevant laws.
- 20.7. If any part of the Contract is declared invalid by a court or regulatory authority, the validity of the rest of the Contract will not be affected.
- 20.8. The laws of England and Wales will apply to the interpretation of the Contract and any disputes will be dealt with by the courts of England and Wales, unless the application of Scottish law (or enforcement through the Scottish courts) is required because of the location of the Address.

21. National Terms Of Connection

- 21.1. If we supply you with electricity under this agreement, you are also entering in to a standard agreement for your electricity with your local electricity Network Operator. There is no similar agreement for gas.
- 21.2. We are acting on behalf of your Network Operator to make an agreement with you. The agreement is that you and your Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter in to this agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties for the connection where your Network Operator delivers electricity to or accepts electricity from, the property or business. If you want a copy of the NTC or have any questions surrounding this please contact Energy Networks

Association 6th Floor Dean Bradley House, 52 Horseferry Road, London SW1P 2AF by post,
0207 706 5137 by phone, or see the website at www.connectionterms.co.uk