

People's Energy Fixed Tariff December 19 v2 (1-Year) Terms and Conditions for the Supply of Electricity and/or Gas

These are our General Terms and Conditions for the Supply of Electricity and/or Gas by People's Energy (Supply) Limited to domestic premises.

Please read the Terms and Conditions carefully so that you fully understand your commitments and our responsibilities.

These terms and conditions apply to our your Contract with us unless we replace them with an updated set of terms and conditions (see below at section 12).

Your contract

Your contract is between us, People's Energy (Supply) Limited, and you, our customer.

Your Contract with us is made up of the following:

- (a) the application you have either signed, agreed on the telephone or completed online
- (b) these terms and conditions;
- (c) the confirmation of Contract which we will send to you (which will include tariff information);
- (d) any Price List; and
- (e) any terms which we have confirmed apply to you.

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1. Definitions and Important Terms

1.1 Please refer to this section for our definitions and important terms used throughout this document.

“Charges” means the price we charge for the supply of Energy, as calculated in accordance with the Price List, metering charges, and any additional charges incurred under clause 5.7, including where applicable any Green Deal Charges;

“Contract” means (i) the application you have either signed, agreed on the telephone or completed online; (ii) these terms and conditions as updated from time to time and published on our Website under Help And Advice/ Regulatory Information; (iii) any Price List; and (iv) any offer terms which we have confirmed apply to you;

“Customer Service Telephone Number” means 0131 285 5510 or the latest customer services number published on our bills or our Website;

“Customer Service E-mail Address” means customerservice@peoplesenergy.co.uk;

“Debt” means any Charges that remain outstanding 28 days after demand for payment;

“Deemed Contract” means a contract which is deemed to have automatically been formed when we supply gas or electricity to your property where you have not actively agreed to receive a supply of gas and/or electricity from us;

“E-account” means your online account for Energy;

“Electricity Distributor” means the licensed operator of the distribution system through which electricity is supplied to you;

“Energy” means gas and/or electricity;

“Equipment” means the meters, pipes, electrical plant, electric lines, smart energy monitor, and all other apparatus that we own at the Property to deliver, measure and control Energy;

“Exceptions” means the conditions set out in Standard Licence Condition 14A.2 of our Licences, which are: (i) your previous supplier has prevented us from taking over the supply; (ii) if a supply exemption holder has prevented us from taking over the supply; (iii) having taken all reasonable steps to obtain it, we do not have all the information we need from you to take over the supply, and we cannot readily obtain that information from another source; or (iv) we are prevented from taking over the supply due to any circumstances which are outside of our control which we have taken all reasonably practicable steps to resolve; or (v) you are taking a supply through an exempt distribution system and we are unable to start supplying you with Energy because (a) the required physical connection has not yet been made; or (b) the relevant metering arrangement required for access is not yet in place;

“Gas Transporter” means the licensed operator of the transportation network through which gas is transported to you;

“Green Deal Arrangements Agreement” means the Green Deal Arrangements Agreement dated 1st October 2012 (as amended and updated from time to time) which establishes a mechanism for the collection of Green Deal Charges through electricity bills;

“Green Deal Bill Payer” means a person responsible for paying the Green Deal Charges in respect of the Green Deal Premises;

“Green Deal Charges” means the charges that are due under a Green Deal Plan by the Green Deal Bill Payer;

“Green Deal Licensee” means a licensed electricity supplier that has either: (i) been instructed under its supply licence to collect, or (ii) voluntarily agreed to collect, Green Deal Charges as an agent and trustee on behalf of a Green Deal Provider;

“Green Deal Plan” means a plan arranged by the owner or occupier of the Green Deal Premises (and agreed by the Green Deal Provider) to pay for the energy efficiency improvements which are to be installed at the Green Deal Premises, where such energy efficiency improvements are to be paid for wholly or partially in installments through the electricity bills;

“Green Deal Premises” means the Property where energy efficiency improvements are to be installed under a Green Deal Plan;

“Green Deal Provider” means an accredited person or party registered as a Green Deal Provider who may offer a Green Deal Plan;

“Licences” means the licences that Ofgem gives us to supply gas and/or electricity, details of which can be found at <https://epr.ofgem.gov.uk/Document>;

“meter” means the meter which measures the Energy supplied to the Property, and includes a Smart Meter or Pay As You Go meter as applicable;

“Ofgem” means the Office of Gas and Electricity Markets (or any other organisation that replaces it);
“our”/ “we” / “us” means People's Energy (Supply) Limited and/or our permitted successors and/or assignees;

“Pay As You Go meter” means a prepayment meter whereby you pay for your electricity or gas in advance;

“People's Energy” / “People's Energy Group” means People's Energy (Supply) Limited (a company registered in England & Wales with under Company Number 09844617 whose registered address is Kemp House, 152-160 City Road, London, England, EC1V 2NX) and any company which is a holding company and/or subsidiary of The People's Energy Company Limited, a company registered in Scotland with Company Number SC522897 whose registered office is Hercules House, Station Road, Musselburgh, Scotland EH21 7PB, and any company which is a subsidiary of such holding company, where the terms “holding company” and “subsidiary” are defined in Section 1159 of the Companies Act 2006 as updated from time to time;

“Price List” means [our list of available tariffs currently displayed on our Website](#);

“Property” means the property (or properties) you have asked us to supply Energy to under this Contract[, including where applicable the Green Deal Premises];

“Security Deposit” means an amount of money you must pay to us before we supply Energy to you (and which we hold as a deposit);

“send” means the sending of a document(s) by either post or e-mail (where applicable) unless otherwise stated;

“Smart Meter” means a meter which tells us how much Energy you are using without us having to visit your home and which enables you to see how much Energy you are using;

“Supply Start Date” means the date(s) specified in clause 2.7;

“Transporter” means the owner of the relevant transport system, distribution system or transmission system, including a Gas Transporter;

“Unit” means a kilowatt hour (for gas, kilowatt hours supplied will be calculated in accordance with section 12(1) of the Gas Act);

“you” means you, the customer with whom we have entered into a Contract and other persons at the Property whose usage of Energy you shall be responsible for and where applicable, the person responsible for paying Green Deal Charges in respect of the Property;

“Website” means www.peoplesenergy.co.uk;

“Working Days” means a day (other than Saturday or Sunday or a public holiday) on which banks are open for general business in London.

- 1.2 The headings in these terms and conditions are for your guidance only and do not affect the interpretation.

2. The People's Energy Contract Overview

- 2.1 Your Contract is between you and People's Energy (Supply) Limited. People's Energy (Supply) Limited is a company registered in England & Wales No. 09844617. The Registered Office of People's Energy (Supply) Limited is Kemp House, 152-160 City Road, London, England EC1V 2NX.

- 2.2** You can get in touch with us by:
 - 2.2.1** contacting us on the Customer Service Telephone Number;
 - 2.2.2** writing to us at the Customer Services E-mail Address; or
 - 2.2.3** writing to us at People's Energy Customer Services, 2 Wester Shawfair, Danderhall, Dalkeith, United Kingdom, EH22 1FD.

Our VAT number is 263 8507 86.

- 2.3** Please read these terms and conditions carefully. They tell you who we are, how we will provide Energy to you, how we may change or end your Contract, and how you may cancel your Contract, what to do if there is a problem and other important information.
- 2.4** By entering into your Contract with us, you agree that your Meter has a profile class of 1 or 2. [You must make sure that the Property has a suitable meter(s) installed that meets relevant industry standards for safety, accuracy and reliability and which is capable of providing all the information we need to provide and measure the Energy we supply to the Property.]
- 2.5** You confirm that the Property is connected to mains Gas and/or Electricity.

When your Contract starts

- 2.6** Your Contract with us will start (subject to your right to cancel in accordance with 4.1):
 - 2.6.1** when you correctly fill in the form that we give you and we receive this form;
 - 2.6.2** when we agree over the phone to supply you;
 - 2.6.3** when you sign your Contract in the presence of one of our representatives; or
 - 2.6.4** for web-based applications, once you have clicked to agree that you accept these terms and conditions,
and you receive the written confirmation of your Contract that we will send to you.
- 2.6A** If you have not entered into a contract with us in line with these terms and conditions, and have moved into a Site that we already supply, you may be on a Deemed Contract, the terms and conditions of which will be the standard domestic terms and conditions (on our website).

Starting your supply

- 2.7** We will start to supply the Property from the date we tell you.

New customers and transferring your supply

- 2.8** Where you are a new customer, we must complete a supply transfer. We aim to take over the supply within 21 days from the day after your right to cancel the contract ends. This date may change or we may be unable to supply you if we have problems taking over the supply. We do not have to take over the supply if:
 - 2.8.1** You ask for the transfer to take place at a later date;

- 2.8.2 You have not given us a Security Deposit when asked;
- 2.8.3 You tell us within the cancellation period that you no longer want the transfer to take place;
or
- 2.8.4 One or more of the Exceptions applies (these are defined in 'Definitions and Important Terms').

If we cannot supply or continue to supply your Property

- 2.9 If you agreed to enter into your Contract with us but we cannot begin or continue to supply Energy to you (including, for example, if any of the circumstances in section 2.8 cannot be dealt with within a reasonable time after you agreed to enter into the Contract with us), we can:
 - 2.9.1 end your Contract by giving you notice; and
 - 2.9.2 cancel any process that may have begun to register us as the supplier of the relevant Energy to the Property.
- 2.10 If you or we exercise your or our rights under section 2.8 or section 2.9, but we have already started to supply Energy to you, we can charge you for the Energy that we supply to you until you move to another supplier.
- 2.11 Customers must be at least 18 years old.
- 2.12 We are not obliged to supply Energy where:
 - 2.12.1.1 It is not reasonable in all the circumstances for us to supply Energy to the Property (where we already supply Energy to the Property we will give you 7 Working Days' notice of our intention to stop the supply);
 - 2.12.1.2 You have not given us any Security Deposit we have asked for;
 - 2.12.1.3 Where the Property is a Green Deal Premises and it is likely to continue to be a Green Deal Premises at the Supply Start Date;
 - 2.12.1.4 The Property is not connected to a Transporter's network;
 - 2.12.1.5 Supplying gas to the Property would, or might, involve danger to the public, and we have taken all reasonable steps to prevent such danger from occurring.

3. The People's Product - Energy

- 3.1 If we take over the supply of Energy, you agree to:
 - 3.1.1 Allow us to cancel your existing agreement(s) with your current supplier(s) on your behalf;
 - 3.1.2 Allow us to ask for information about your previous supply and disclose this information to relevant parties in order to carry out our responsibilities, including whether a Smart Meter is installed at your Property and if there is, to obtain information about the specification and functionality of that Smart Meter;
 - 3.1.3 Your current supplier transferring to us the right to collect any Debt you owe to that supplier (in the event we are obliged to or elect to); and

- 3.1.4** Give us Energy meter readings at the Supply Start Date or allow us to obtain them.
- 3.2** We are obliged to meet the Guaranteed Standards of Service as defined by Ofgem. If we fail to meet these, we must make a compensation payment to you, subject to certain exemptions. You can find out more and view the Guaranteed Standards of Service on the Ofgem website: www.ofgem.gov.uk and on our Website.
- 3.3** When we send you a bill or statement we will also send you details of how you can make a complaint about any part of our service. Also, our complaints process is available on our website, or by contacting us.

4. Your Right to Cancel and Ending Your Contract

Your Right to Cancel

- 4.1** You can cancel your Contract within 14 calendar days from the day you receive written confirmation of your Contract from us, which we will send to you after your Contract has started in accordance with clause 2.7 .
- 4.2** If we currently supply the Property with Energy and you do choose to exercise your right to cancel under clause 4.1, we will continue to supply and bill you for your Energy usage under a Deemed Contract relationship, until you arrange for a new supplier(s) to supply the Property.
- 4.3** To cancel, simply let us know by any means of communication. You can: Write to us at The People's Energy Company Ltd, 2 Wester Shawfair, Danderhall, Dalkeith, United Kingdom, EH22 1FD. If it's easier, you can phone us on the Customer Service Telephone Number, or Email us at the Customer Service E-mail Address. You may also use the cancellation form left with you if you signed your application in person.

Ending your Contract

- 4.4** This contract will last for 1 year from the date upon which we gain control of your supply. After this date you will be moved onto our variable tariff with an option to move to another fixed tariff if available. Your Contract will be terminated:
- 4.4.1** On the day you request, provided that you have given us 28 days' written notice (unless we agree to a shorter notice period) and (i) on the day of termination, either another supplier has started to supply Energy to the Property or the Property has been disconnected; and (ii) you have paid us all the money that you owe us; or
- 4.4.2** On the date you no longer own or occupy the Property (provided you do not remain the owner of the Property), provided you give us at least 2 Working Days written notice. Otherwise it will terminate on (i) the second Working Day after you have given us written notice; or (ii) another owner or occupier received energy at the Property under a contract (including under a Deemed Contract), whichever occurs first.

If you end this contract before the term of the contract then you will need to pay an exit fee of £30 per fuel.

Our Right to Cancel

- 4.5** We may end your Contract immediately (in whole or in part) if:
- 4.5.1** You are in material breach of your Contract; or
 - 4.5.2** You have not paid us what you owe us when it was due;
 - 4.5.3** You no longer own or rent the Property;
 - 4.5.4** We have been unable to install a Pay As You Go meter and you have not paid a Security Deposit when requested; or
 - 4.5.5** We give you 28 days' notice of our intention to terminate your Contract; or
 - 4.5.6** You fail any credit or fraud prevention check or we have good reason to suspect fraud or money laundering or similar activity; or
 - 4.5.7** We have good reason to believe that information you have given us is false or misleading in a way which results or may result in our suffering material loss or damage or being in breach of the law; or
 - 4.5.8** You are the subject of insolvency or bankruptcy proceedings or similar proceedings; or
 - 4.5.9** We no longer have the relevant Licences to supply your Energy.
 - 4.5.10** We are directed by Ofgem to stop supplying you;
 - 4.5.11** Circumstances beyond our reasonable control mean we are not able to carry out duties under your Contract;
 - 4.5.12** We reasonably believe you have stolen Energy or deliberately interfered with the Equipment; or
 - 4.5.13** There is a risk of danger to you or others if we continue the supply;
- 4.6** If we end your Contract under clause 4.6 due to your default or breach of your Contract we can recover from you our reasonable charges for discontinuing the supply.
- 4.7** If we end your Contract under clause 4.5.5, we will continue to supply and bill you for your Energy usage until a new supplier(s) becomes the registered supplier of Energy to the Property.
- 4.8** Your Contract shall terminate immediately if Ofgem directs another Energy supplier to supply the Property.
- 4.9** If either we or you fail to fulfil any obligations under your Contract (other than payment obligations) because of an event or circumstance outside our or your reasonable control, that failure will not be a breach of your Contract for the duration of that event or circumstance.
- 4.10** We may ask you for a meter reading when you end your Contract. If you do not give us any meter reading or you give us a meter reading that is inaccurate, we will be entitled to charge you for the difference between the meter reading (actual or estimated) on which we based the final bill or the final estimated bill and the next actual meter reading.

- 4.11** If you move to a new Property and would like us to continue supplying your Energy at that new Property, then your current Contract with us will end, and we will start a new contract with you in respect of your new Property.
- 4.12** The termination of your Contract will not affect the rights and obligations of either you or us which existed before such termination.

5. The People's Price and Charges

- 5.1** You have an obligation to pay for the Energy we supply under your Contract.

We base our charges on the amount of Energy we supply (or which we estimate you have consumed in accordance with the following provisions). This amount is worked out in kilowatt hours. For gas, this is based on its "calorific value", which is the amount of energy released as heat when the gas is burnt. Our prices will also include a standing charge, which is displayed as a pence per day amount.

You must pay VAT and any other taxes or duties at the applicable rate.

Our most recent prices, charges and tariff information can be found on our Price List which is available on our Website or by contacting our Customer Services team on the Customer Service Telephone Number or at the Customer Services E-Mail Address.

- 5.2** Our Charges vary from region to region and may differ depending on how you pay for your Energy and, depending on your individual circumstances, we may charge different prices or ask you to pay in a certain way, to pay a Security Deposit, or to use certain meter types (for example a Pay As You Go meter).
- 5.3** Meter readings will normally be assumed to be correct. Where we believe the meter readings are inaccurate or they are not available, or where your meter has not been read immediately before the Supply Start Date, we will make a reasonable estimate and send you a bill.

To ensure that you pay for only the Energy that you are using, you should give us meter readings at least quarterly (for example upon receiving an estimated bill). This does not apply where you have a Pay As You Go meter. We Please visit our log in to your account via our Website or contact us via the Customer Services Telephone Number or Customer Services E-Mail to give us this information. If you give us a meter reading, we will take all reasonable steps to reflect this in your next bill or statement. If we do not think your meter reading is reasonably accurate, we will take all reasonable steps to contact you to get a new meter reading.

- 5.4** We will send regular bills and/or statements which will separately identify the Charges payable by you.

- 5.5** If, for any reason, we have been at fault by either significantly underestimating the amount of Energy you use or by not sending your bills, we will not charge you for any additional Energy you used more than a year before we made you aware of the correct charges.
- 5.6** If you do not provide or you withdraw a direct debit instruction we will bill you monthly and may apply a charge of up to £10 where you have withdrawn a direct debit instruction.
- 5.7** We may also charge you for our reasonable costs for the following:
- 5.7.1** If any payments are late or any outstanding Charges are transferred to us we may charge you: (i) interest at the rate of 4% per annum above the current Bank of England base rate; and (ii) our reasonable costs of trying to recover overdue payments or Charges (including our reasonable administration costs and the costs that we pay at different stages to ask you to pay us the money you owe, for example, trying to contact you to have you pay the money you owe, if we need to visit your Property, obtain a warrant allowing us to enter your Property, or install a Pay As You Go meter); -
- 5.7.2** Where you interfere with Equipment or steal Energy we will contact the relevant authorities and you will have to pay our or our agent's reasonable costs for visiting the Property, for any work that we or they carry out in relation to the meter or other Equipment in order to rectify the damage you have caused to the Equipment and for any stolen Energy;
- 5.7.3** Replacing any card, key or token that you lose or damage that needs to be replaced;
- 5.7.4** If you make an appointment and cannot keep it, you must let us know by midday the day before, or we may charge you for the appointment;
- 5.7.5** If you dispute the accuracy of any Energy meter and if it is tested at your request and found to be sufficiently accurate under the Electricity Act and/or Gas Act(s) as appropriate, you must pay for the cost of the test. However if the Energy meter is found to be inaccurate then we may adjust the Charges as appropriate and always in accordance with our Licences and any applicable legislation and you will not be charged for the cost of the test;
- 5.7.6** If the Property has common Energy services which are not metered (for example stair lighting) we may estimate the annual amount of energy used and calculate the Charges accordingly, You will be required to pay us an appropriate share of those Charges;
- 5.7.7** If we visit your Property on your request;
- 5.7.8** If we suspend, disconnect or reconnect your Energy supply either at your request or because of your breach of your Contract;
- 5.7.9** If your chosen pricing structure is incompatible with your existing meter, and we need to reprogramme and/or replace your meter, provided we have explained the costs in advance and you have agreed to them;
- 5.7.10** If you request a visit to the Property to inspect, read or carry out work on the Equipment but there is no problem with the Equipment, for example, if you ask us to read your meter when we do not have to, or ask us to reposition your meter;
- 5.7.11** If your meter is not in a suitable position, we may ask you to move the meter to a suitable position. We may charge you for the cost of moving the meter to a suitable position, unless it was our fault that the meter was not in a suitable position;
- 5.7.12** If we need to remove your meter for recertification purposes;
- 5.7.13** If we need to remove/reposition your meter for safety reasons;

- 5.7.14** If your Property has been built in a residential development and we are being charged for using the Energy network within that development;
 - 5.7.15** If we transfer any outstanding charges, credit and information in connection with your Energy pursuant to clause 10;
 - 5.7.16** If we or our agents have to visit the Property to take a meter reading as you have not provided one when requested;
 - 5.7.17** If a direct debit is dishonored or cancelled we shall be entitled to pass on to you any third party charges we reasonably and properly incur;
 - 5.7.18** Our reasonable costs associated with an inspection of your meter (including our reasonable administration costs) and the costs that we pay at different stages to ask you to give us access for example, trying to contact you to arrange an appointment to carry out the meter inspection, if we need to visit your Property, or get a warrant allowing us to enter your Property;
 - 5.7.19** Our reasonable costs (including our reasonable administration costs) associated with (i) obtaining a warrant, for any reason, allowing us to enter your Property (for example where we cannot get access for a gas meter inspection) and (ii) carrying out our rights under that warrant (which may include the costs of getting a dog handler and/or any other essential personnel, enabling the safe execution of the warrant);
 - 5.7.20** If we are allowed to under any energy legislation and/or any regulation (including our Licences or any other agreements, authorisations and codes or procedures that relate to us supplying Energy).
 - 5.7.21** Costs of tracing you if you have moved and not given us a forwarding address.
- 5.8** We may vary our Prices at any time subject to clause 12.
- 5.9** You must inform us of **any** change in your circumstances which may affect your Energy consumption including any significant structural changes to the Property. We reserve the right to recover payment for any additional Energy used where you fail to do so.
- 5.10** We will also charge you any amount that we are required to include on your bill (for example, if the Government establishes a scheme for customers to pay for energy-efficiency measures through energy bills).
- 5.11** If we change our Energy prices we may use an estimated meter reading on the date the price changes to work out your Charges at the old rate up to the date of the price change, and the new price from the date of the price change (unless you give us an actual meter reading(s) on that date, in which case we will use that to work out your Charges).

6. Paying Your Bill

- 6.1** We will send you bills or statements of account, based on actual or estimated meter readings at least twice a year (or quarterly if you request it or if you have an E-account). If you are a Pay As You Go customer or you have a Smart Meter, we will not send you bills, but we will send you a statement showing how much Energy you have used. We will send you that paper statement once a year.

- 6.2** You agree to pay us for the Energy you use and for other Charges which apply under your Contract.
- 6.3** If you are entering into your Contract together with other people (such as your partner) and are named on the account, each person will be jointly and severally liable for any money owed to us. This means we will be entitled to claim all of the money owed from any person who has entered into the Contract.
- 6.4** If you choose to dispute any amount that we have charged you then you must pay the undisputed amount, and once the dispute is settled, pay any amount that is still owed. You should notify us of any dispute as soon as possible by following the process referred to at clause 3.3. If we cannot resolve a dispute (which is sometime referred to as reaching a deadlock position), we will send you a letter advising that we have exhausted our internal complaints procedure. At this point, we will start our standard debt collection procedure. The letter will inform you of your rights in these circumstances.
- 6.5** If you pay us without telling us which Charges the payment is for, we will pay the Charges in the order in which they became due. We may also transfer payments you make to us under your Contract between other contracts or accounts you have with us in order to pay off what you owe and it will be up to us to determine how we use your payments to pay off any such Debt.
- 6.6** If you are finding it difficult to pay your bill, please contact us on the Customer Service Telephone Number or Customer Service e-mail Address to let us know and we can discuss ways that might help you pay your bills and make paying your bills more manageable. We may be able to install a Pay As You Go meter at no additional cost. This will allow you to pay off any Debt over an agreed period of time.
- 6.7** If you cannot pay your bill as agreed under your Contract, we may: (a) install a Pay As You Go meter at the Property; and/or (b) offer you an instalment plan; and/or (c) seek a Security Deposit in accordance with clause 7. If we offer you an instalment plan, this plan will spread the money you owe us over a period of time and at a rate that should be affordable for you. The following conditions will apply to any instalment plan:
- 6.7.1** You will agree to a payment scheme to pay for your Energy use;
- 6.7.2** You can pay off the full amount you owe at any time before the instalment plan ends;
- 6.7.3** While you still owe us money under the instalment plan you may not be able to change supplier;
- 6.7.4** If you move home, you will have to pay us the full amount you still owe under the instalment plan, unless you ask to transfer the amount over to your new address and you continue to take your Energy supply from us. In these circumstances, we will set up a new payment scheme and instalment plan for your new address; and
- 6.7.5** If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a Pay As You Go meter instead to help you pay for the Energy you use and

recover any money you still owe us, or we may, subject to the conditions of our Licences, stop supplying Energy by disconnecting the Property.

- 6.8** You agree to pay any outstanding charges you owe us under any previous contracts with us (whether deemed or expressly), or charges you owe your old supplier that are transferred to us, together with any reasonable administration charge that we tell you about.
- 6.9** Unless a different payment method applies under your Contract, you agree to pay us by Direct Debit in an agreed fixed amount in advance each month.
- 6.10** The Direct Debit is based upon the amount of energy we estimate you will use (based upon the information provided by you) from the Contract start date.
- 6.10.1** If you are joining us through the Winter (October, November, December January and February) the Direct Debit fixed amount may be set at a rate 25% higher than the average. This will then return to the agreed fixed amount for the remaining period.
- 6.10.2** You agree that we may increase the monthly Direct Debit payment by up to 25% to cover additional usage in the winter months.
- 6.11** We will inform you in your Contract letter of the fixed amount of your monthly Direct Debit at the start of your Contract. We may review and amend this amount at any time (for example if you go into debit) and at least twice per year and notify you of any changes in writing. We will not alter the amount of your Direct Debit when you make any extra payments. Any review of your Direct Debit will be based on your past energy use, current prices, and any debit or credit on your account.
- 6.12** We will collect the Direct Debit payment in the agreed amount for each month of supply in line with the Supply Start Date, and then collect subsequent payments on that date each month thereafter. If we are unable to collect payment on that date we will process payment on the next working day.
- 6.13** We endeavour to send you a bill or statement of account at least once every three months, however, there may be instances where this is not possible. As a minimum we are required to provide you with a bill or statement of account at least twice every twelve months. Our bill or statement of account will confirm:
- (a) Your opening balance on the 1st day of the relevant billing period;
 - (b) any payments received on your account during the relevant billing period, including your Direct Debit and supplemental payments, shown as a credit;
 - (c) the amount and cost of energy supplied to your property during the relevant billing period, shown as a debit;
 - (d) all applicable tax, shown as a debit;
 - (e) any other credit or debit adjustments; and
 - (f) your closing balance at the end of the relevant billing period reflecting all of the above.
- 6.14** We may change your payment method if you have any outstanding charges on your gas and/or electricity account(s) and/or do not comply with the terms and conditions relating to that

payment method. We will write to you letting you know of any change at least 7 Working Days before it begins to apply, in accordance with our Licences.

- 6.15** If you are being supplied at premises where Green Deal Charges apply, we will collect these from you through your bill or statement. You must pay Green Deal Charges using the same payment method as you pay for your Energy. You cannot choose a different method.

7. Security Deposit / Pay As You Go Meter

- 7.1** You agree that we may carry out a credit check at our discretion and that as a condition of your Contract we may request a Security Deposit or supply you through a Pay As You Go meter. We will process your information in accordance with section 17.
- 7.2** We can request a Security Deposit from you or replace your meter(s) with a Pay As You Go meter(s) if:
- 7.2.1** You do not meet our credit criteria;
- 7.2.2** You fail to pay or are late in paying the Charges; or
- 7.2.3** As a result of your conduct (for example if you steal Energy, or do anything we consider to cause a safety issue).
- 7.3** We will not ask for a Security Deposit if you choose to pay for your Energy through a Pay As You Go meter and it is safe and reasonably practical for you to use a Pay As You Go meter.
- 7.4** If you do not provide a Security Deposit and it is not safe and/or practical to install a Pay As You Go meter(s) we may, subject to the conditions of our Licences, disconnect your supply and recover any costs reasonably incurred.
- 7.5** In addition to any rights we may have under your Contract, any Security Deposit held may be used to offset any unpaid monies due to us.
- 7.6** If you use a Pay As You Go meter, it is your responsibility to look after the key and/ or plastic card or other device for payment, keeping it clean, safe and free from damage. You also need to ensure that you have enough credit on your meter. Please read our guidance on Pay As You Go meters for more information, which can be found on our Website.

8. Meters and access to the Property

- 8.1** We may ask you for a meter reading before we start to supply your Energy. If you do not give us a meter reading, you agree to allow us (or one of our agents) to take one. If you do not give us a meter reading and we are unable to take one for whatever reason, we will estimate your meter reading when we start to supply your Energy.
- 8.2** We are not responsible for any faults in a meter or other fitting (including the meter box) that you provide.

- 8.3** You must take reasonable care to make sure that the equipment is not damaged or interfered with. If there is any damage, a fault or other problem with the equipment, or if you think it has been tampered with, you must tell us straight away.
- 8.4** You are responsible for making sure the equipment is protected and kept in safe condition, as well as making sure that we are able to access the Equipment at any reasonable time. You must let us know immediately if the equipment gets interfered with or damaged, or if you have any queries about the equipment if you think it is not working properly.
- 8.5** You will be responsible at all times for the electrical and gas equipment (including pipes and wiring) in the Property. You must make sure that this equipment is kept in good working order and condition, and that you use it in line with the law.
- 8.6** Certain extra terms and conditions apply if you have a Smart Meter – see section 22.
- 8.7** Time of use meters (for time of use tariffs) provide off-peak electricity at certain times and/or for a set number of hours each day. The off-peak times are for guidance purposes only and the actual periods when off-peak electricity is available can vary depending on location and the operation of the meter. You should regularly check the time clock on your meter (where applicable) to ensure you benefit from using the off-peak electricity and we recommend you contact us if you need help to check these times.
- 8.8** You will allow us, your Electricity Distributor and/or Gas Transporter, gas shipper or any other person nominated by us, access to the Property at all reasonable times and at any time in an emergency. This is so we and/or they can inspect, install, operate, calibrate, replace, maintain, repair, renew, remove and/or disconnect Equipment for any purpose under your Contract (including taking readings). This right of access cannot be withdrawn except by court order.

9. About Your Supply

- 9.1** We can refuse to supply you under your Contract:
- 9.1.1** If the supplier you want to leave prevents us from supplying your Energy;
- 9.1.2** In the circumstances set out in clause 2.7 or 2.8.
- 9.2** We may suspend or disconnect your supply if:
- 9.2.1** We, the Gas Transporter, the Electricity Distributor or another supplier have suspended or disconnected your supply in accordance with your Contract, and we do not have to reconnect or continue to supply under the terms of our Licences or the Electricity Act and/or Gas Act(s);
- 9.2.2** Subject to 6.7, you do not pay the Charges when they fall due or when we have already sent you reminders. If we are already supplying the Property, we will give you at least seven Working Days' notice before we stop your supply;
- 9.2.3** In an emergency;

- 9.2.4 If there is a risk to life or property;
 - 9.2.5 Something we have no control over prevents us from supplying Energy to the Property (although we will take reasonable steps to supply or continue to supply Energy);
 - 9.2.6 We are told to by Ofgem, the Gas Transporter, or the Electricity Distributor, or another industry body or we can legally do so under any energy legislation (including our Licences or any other agreements, authorisations and codes or procedures that relate to us supplying Energy); and/or
 - 9.2.7 Any other reason that is allowed or necessary in line with any industry regulations that apply.
- 9.3 We may restrict or discontinue the supply of gas to the Property if we are given a direction under section 2(1)(b) of the Energy Act 1976 that prohibits or restricts the supply of gas to specified persons. If:
- 9.3.1 We tell you must not use gas, you must stop doing so; and
 - 9.3.2 If we tell you that you must restrict your use of gas, you must do so,
- In each case for as long as the direction is in force and as is necessary or expedient for the purpose of or in connection with the direction. We contact you to let you know if this happens.
- 9.4 We will only disconnect, stop or alter the supply of energy to you in line with industry regulations that apply and the conditions of our Licences.
- 9.5 If anything you have done or failed to do has caused your Energy supply to be disconnected, stopped or changed, you may have to pay a reasonable charge to restore your supply.

10. Transfer of Information/Charges

- 10.1 You agree that we may transfer any outstanding Charges, credit and information in connection with your Energy: (a) from a previous supplier to us; (b) from us to a new supplier; (c) between People's Energy (Supply) Limited and The People's Energy Company Limited; (d) in accordance with any relevant legislation and/or regulation, and we will be entitled to recover any outstanding Charges and any reasonable costs of doing so from you.

11. Assignment

- 11.1 Your Contract is personal to you and non transferable.

12. Variation of your Contract

- 12.1 Subject to clause 12.2, we may update your Contract at any time and we will make these updates available online on our Website (that is the date from which they will take effect). If you don't have access to the internet or you would like a paper copy then please call us on the Customer Service Telephone Number or email the Customer Service E-mail Address and we will send you the latest version. If you are not happy with any of the changes then you can end your Contract, taking the steps in clause 4.4.1.

12.2 If we vary your Contract to your disadvantage (including where we increase our prices), then we will write to you letting you know of the variation at least 30 days before they begin to apply, in accordance with our Licences.

12.2.1 If the proposed variation is unacceptable to you, you may end your Contract by (a) changing your Energy supplier, or (b) entering into a new contract with us before the variation takes effect.

12.2.2 The change will not affect you if:

12.2.2.1 You have entered into a new contract with us no later than 20 Working Days from the day after the change becomes effective; or

12.2.2.2 No later than 20 Working Days from the day after the variation becomes effective, we receive notice that another supplier will begin to supply Energy to the Property within a reasonable period of time after telling us and begins doing so .

Otherwise the variation will apply commencing on the notified date.

12.2.3 If you transfer to a new supplier, we may object to the transfer if you have not paid any Debt that you owe us under your Contract. If do not pay the Debt within 30 Working Days from the day we have told you that we are going to object to the transfer, then the any changes notified to you in accordance with clause 12.2 will be effective.

12.3 If your Energy price increase is due to a change in the way you pay us (for example, if you no longer pay by Direct Debit, or where we install a Pay As You Go meter) then clause 12.4 won't apply to you.

12.4 In addition to our right to vary your Contract (in accordance with this clause 12) we can mutually agree changes to the Contract with you. These changes can be requested by either you or us but they must be mutually agreed by both you and us. If the change (whether requested by you or us) would increase the Charges payable by you or would put you at a disadvantage, we'll send you a written notice of the effect of the change. We will require your express agreement before we make the change. If we tell you about a change we'd like to agree and we don't hear back from you within a reasonable period, then we won't make the change. All mutually agreed changes to your Contract will be confirmed in writing within 5 Working Days of the change being agreed.

12.5 We can change the names or Property on your account with your permission, for example if a new person becomes jointly responsible with you under your Contract.

12.6 We may need to vary your Contract to meet legal and regulatory requirements and you agree to us doing this.

12.7 We may need to vary your Contract, including the price for the supply of gas, if the Property is connected to an independent gas transporter's network.

13. Enforcement of Rights

- 13.1** We can enforce any rights and obligations under your Contract even if there is a delay in doing so.
- 13.2** If any part of your Contract is found to be unenforceable in part by any court of law or other regulatory or competent body, this will not affect any other part of your Contract.

14. Information about the services we provide and our complaints procedure

- 14.1** We guarantee certain standards relating to appointments we make with you and metering problems you may have. You can find details of these standards and what we will pay you if we do not meet them on www.ofgem.gov and our Website.
- 14.2** It's easy to get independent advice so that you "Know your rights" as an energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. To "Know your rights" visit www.adviceguide.org.uk for up to date information or contact the Citizens Advice, which is a free and independent consumer service (<https://www.citizensadvice.org.uk/energy>), on 03454 04 05 06.
- 14.3** If you would like to find out details of the breakdown of the source of electricity supplied to your home, you can find this on our Website.
- 14.4** If you have a complaint in relation to these terms and conditions and/or supply of Energy please call us on the Customer Service Telephone Number or Customer Service Telephone Number. If our adviser cannot help, please ask for a manager. If you remain unhappy, write to our Head of Customer Services Team, 2 Wester Shawfair, Danderhall, Dalkeith, United Kingdom, EH22 1FD . You can also view our complaints procedure on our Website.
- 14.5** If you are still dissatisfied, or if 8 weeks have passed since you first registered your complaint, you can contact the Ombudsman Services: Energy (who are a free and independent body approved by Ofgem to investigate complaints) and whose decision we are bound by, on 0330 440 1624 or www.ombudsman-services.org/energy.

15. Limitation of Liability

- 15.1** Nothing in your Contract will exclude our legal responsibility for death or personal injury caused by our negligent acts or omissions.
- 15.2** If we cannot supply you with Energy at the Property for some reason that is beyond our reasonable control (for example because of a failure in the local or national network), you will not be able to claim that we have breached your Contract.

- 15.3** If you suffer any loss or damage under your Contract, our responsibility to you shall be limited to a maximum liability of £100,000 in any calendar year. However, we will not be liable to you for (a) any indirect, consequential, economic or financial loss, or (b) any loss which is not reasonably foreseeable.
- 15.4** Subject to our limitation of liability under clause 15.3, we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with your Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with our obligations under your Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time your Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.5** We are not responsible for any business losses.
- 15.6** If the Gas Transporter or the Electricity Distributor 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 the Electricity Distributor (or both) on your behalf.

16. Notices

- 16.1** Notices under your Contract will be in writing and delivered by hand, sent by post or by e-mail. We will send notices to your billing address or by e-mail (to the latest e-mail address that you provided) [in accordance with your communication preferences]. We will assume you have received the notice 2 Working Days after we have sent it unless we receive evidence to the contrary. You must send notice(s) to us by post to: 2 Wester Shawfair, Danderhall, Dalkeith, United Kingdom, EH22 1FD .

17. Use of Personal Information

- 17.1** To find out what information we collect about you, how we collect it and the purposes for which we use and may share your information, please refer to our Privacy Notice which is available in the Help section of our website or contact us and we can send you a copy.

18. Governing Law

- 18.1** The laws of England and Wales or Scotland apply to your Contract depending on where your Property is.
- 18.2** Where the Property is in Scotland, any disputes arising shall be dealt with by the Scottish Courts.

18.3 Where the Property is in England and Wales, any disputes arising shall be dealt with by the English Courts.

19. Emergencies and Safety – Gas

19.1 If you suspect or are aware of a gas leak you must **immediately** call the Gas Emergency Number (0800 111 999). You will find this number printed on all bills, accounts and/or statements we send you.

19.2 We can discontinue or restrict the supply of gas to the Property in the event of an emergency, a safety issue or as a result of legal or regulatory requirements, and you will stop using or restrict the use of gas if we or the relevant Gas Transporter instruct you to.

19.3 You must not misuse your supply of gas so it becomes a health and safety risk or is likely to damage people or property.

20. Emergencies and Safety – Electricity

20.1 You must tell your Electricity Distributor immediately if you are aware of any matter or incident that either: (a) causes danger or requires urgent attention regarding the supply or distribution of electricity; or (b) affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network. Contact details are printed on all statements and bills we send you.

21. Connections and National Terms of Connection

21.1 If we supply you with electricity under your Contract, you are also entering into a standard connection agreement for your electricity with your local Electricity Distributor. There is no similar agreement for gas.

21.2 We are acting on behalf of your Electricity Distributor to make the agreement with you. The agreement is that you and your Electricity Distributor 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 your Contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Electricity Distributor delivers electricity to, or accepts electricity from, your Property. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 52 Horseferry Road, London, SW1P, or phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

21.3 If you require an electricity and/or gas supply connection to your Property you will need to contact your Electricity Distributor or Gas Transporter (or both) for your area.

22. ADDITIONAL TERMS AND CONDITIONS

- 22.1** The additional terms and conditions set out in this clause may apply depending on if you have a Smart Meter at your Property-
- 22.2** These additional terms and conditions are additional to the other terms and conditions in your Contract. If there is any inconsistency or conflict between these additional terms and conditions and the other terms and conditions in your Contract, then these additional terms and conditions will take priority.
- 22.3 (A) TERMS AND CONDITIONS for SMART METERS (if applicable)**
- 22.3.1** These terms and conditions are in addition to the General Terms and Conditions of supply and apply to you if there is a Smart Meter at the Property (subject to compatibility with our systems).
- 22.3.2** Your bills will be based on readings from your Smart Meter so that we can send you a bill, offer you the most appropriate tariffs and energy-saving products and for the other purposes set out in this clause 22.3. You will let us collect this information while we supply your Energy. If we cannot access readings from your Smart Meter (for example because of a failure of the Smart Meter) we may estimate your bills.
- 22.3.3** We or our agents own any Smart Meter and smart energy monitor we install at all times.
- 22.3.4** The smart energy monitor is linked to your Smart Meter and will not work with any other meters. If you move house, you must leave the Smart Meter and the smart energy monitor at the property at which it was installed.
- 22.3.5** If we need to make changes to your supply of Energy we may do this using your Smart Meter without having to visit your Property. This may include repairing or updating the Smart Meter, changing your Smart Meter from a credit meter to a Pay As You Go meter or disconnecting your supply (all in accordance with the terms of your Contract).
- 22.3.6** The information on the smart energy monitor display unit will provide an indication of the cost of the Energy you are using (excluding VAT) but it may not always match your bill. For example the information on the smart energy monitor may not reflect discounts or charges which are applied to your bill.
- 22.3.7** You must let us know immediately if there is any reason why we could not get information from a Smart Meter or if you think it has been tampered with.
- 22.3.8** While we supply Energy to you we will collect information about your Energy usage from your Smart Meter daily. This information will be used in the way described in our Privacy Notice.
- 22.3.9** In addition to the monthly information we collect, if you have at the Supply Start Date chosen to allow us to collect information about your Energy usage from your Smart Meter at half hourly intervals we will use this information within the People's Energy group to: (a) manage your account and to supply the services you have requested from us; and (b) collect your half hourly readings once a day unless we notify you otherwise.
- 22.3.10** If you have not given us your permission to collect this half hourly information from your Smart Meter, you can do so at any time by writing to us at Customer Services, 2 Wester Shawfair, Danderhall, Dalkeith, United Kingdom, EH22 1FD or calling the Customer Service Telephone Number or e-mail the Customer Service E-mail Address and giving your account details.
- 22.3.11** 11. If you have provided your consent at the Supply Start Date to allow us to market to you we will contact you in writing or by phone e-mail or text message with information on energy efficiency, environmental updates and information on services and products we can offer you.

- 22.3.12** If you later wish to withdraw your permission to stop us collecting half hourly information please write to us at Customer Services, 2 Wester Shawfair, Danderhall, Dalkeith, United Kingdom, EH22 1FD or call the Customer Service Telephone Number or email the Customer Service Email Address and give your account details. If you wish to continue to receive general information on our products and services please say this when you write to us, otherwise we will assume you do not want to receive any such information.
- 22.3.13** If you have a Smart Meter installed by another supplier you should tell us this before you transfer to us. After you transfer to us you may not be able to use all the functions of the Smart Meter but we will explain what functions (if any) will be affected before you transfer to us based on the information that we have.
- 22.3.14** If you subsequently cease to take Energy from us then you may not be able to use all or any of the Smart Meter functions.
- 22.3.15** We will use the information that we collect from the Smart meter in line with our Privacy Notice.

22.4 (B) TERMS AND CONDITIONS for ONLINE ACCOUNTS (“E-Account(s)”) (if applicable)

Accessing our Site

- 22.4.1** By (i) registering for an online account(s) (“E-Account(s)”) and/or (ii) using your registered user name and password to access your E-Account(s) and/or (iii) by registering your gas and/or electricity accounts against your E-Account(s), you consent to all users of your E-Account(s) to make binding decisions against all energy supply accounts that are registered against your E-Account(s).
- 22.4.2** By logging in to an E-Account(s) you confirm that you are either the E-Account(s) holder or authorised to access the E-Account(s), and you are the energy account holder for all energy accounts that are registered against the E-Account(s) or that you are authorised to access the E-Account(s) and manage all the energy accounts registered and to make binding decisions for all persons registered against the energy accounts.
- 22.4.3** Where either clauses 22.4.1 or 22.4.2 apply, you will be deemed to have agreed to the terms and conditions detailed in this clause 22.4.

Your Account and Password

- 22.4.4** If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you agree to treat such information as confidential. You agree not to disclose it to any third party.
- 22.4.5** We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this clause 22.4.
- 22.4.6** If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by calling the Customer Service Telephone Number or emailing the Customer Service E-mail Address and giving your account details.

Viruses

- 22.4.7** We do not guarantee that our Website will be secure or free from bugs or viruses.
- 22.4.8** You are responsible for configuring your information technology, computer programmes and platform in order to access our Website. You should use your own virus protection software.
- 22.4.9** You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our site is stored or any server, computer or database connected to our Website. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.
- 22.4.10** We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.