



## **General terms and conditions of supply for domestic properties**

### **1. About your contract**

#### **1.1 You and us**

##### **Your contract is between:**

- you, the person (or people) responsible for use of the electricity and gas (we call that energy) we supply to the domestic property, and
- us, E.ON Energy Solutions Limited.

#### **1.2 Your contract with us**

If you haven't agreed a contract with us yet, you're in a deemed contract and on our E.ON EnergyPlan tariff. Contact us to see if we have a better tariff for you. Contact details are in your confirmation letter.

You can find details of the terms and conditions and prices for our deemed contracts at [eonenergy.com/termsandconditions](https://eonenergy.com/termsandconditions)

There's no end date and the prices can go up or down at any time. We'll contact you before we put the prices up.

If you've agreed a contract with us, details of your prices and tariff terms and conditions are in the "Your tariff" section of your latest confirmation letter.

These make up your whole agreement with us.

#### **1.3 Confirmation letters**

A confirmation letter may be sent to you by letter or electronically to:

- give you details of your contract or a new tariff you've chosen, or
- remind you that your fixed term tariff is due to end, or
- if you're on a variable tariff, tell you about changes to your prices or other terms and conditions.

#### **1.4 Your meter**

##### **1.4.1 Non-smart meters**

Some meters record usage at different times of day separately, such as Economy 7 (E7) or Economy 10 (E10). If your meter does this, we may be able to offer you different tariffs with cheaper rates at times when other people are less likely to be using energy (off-peak). Rates for other times of day (on-peak) may be higher than the equivalent single rate tariff. If you don't use a lot of energy at night, you may be better off on a tariff with a single rate rather than an E7 or E10 tariff.

E7 provides at least 7 hours of energy at a cheaper rate and E10 provides at least 10 hours. Some people may still have complex meters which have more than one off-peak time, or record heating usage separately (these are no longer available).

We'll tell you what your off-peak hours are on your confirmation letters.

If your meter is exchanged, we might change your off-peak hours. We'll tell you about this.

##### **1.4.2 Smart meters**

We may contact you at any time to offer you a smart meter. Smart meters aren't currently available for some properties.

If you've a smart meter we may be able to switch it to E7 or E10 mode. Not all smart meters are able to be switched but we may be able to exchange your meter for one that can be. We will charge you for this. If you previously had a complex meter we'll try to match your off-peak hours as closely as we can to what you had before. You'll still get at least 7 hours on E7 and at least ten hours on E10.

If you've a tariff with cheaper off-peak rates, your bill or statement will show both the on-peak and off-peak usage and charges.

We'll tell you on every bill or statement whether you could save by switching to a different tariff (see the "Could you pay less?" section).

To get a quote for a different tariff go to [eonenergy.com/services](http://eonenergy.com/services) or use the contact details in your confirmation letter.

#### 1.4.3 Replacing your meter

In some circumstances we may charge you if you ask us to replace your meter, except where it's faulty. For example, where you ask us to replace a smart meter with a non-smart meter. We won't charge you to install or remove a non-smart prepayment meter.

### 1.5 Which laws apply to your contract?

For properties in England and Wales, the laws of England and Wales apply to this contract. For properties in Scotland, the laws of Scotland apply.

Nothing in this contract affects your legal rights.

If we decide to ignore one or more of the terms in this contract, the others still apply.

If a court decides that one or more of the terms in this contract isn't valid, the others still apply.

### 1.6 Transferring the contract

We might transfer this contract to another company. If we do, it won't affect your rights to end the contract. We'll share your personal data with the company, so they can carry on supplying your energy.

You can't transfer this contract to anyone else without our permission.

## 2. Joining us and leaving us

### 2.1 Becoming responsible for the energy at a property we supply

If you've just moved into the property or taken over responsibility for energy used at a property you'll be in a deemed contract. Get in touch with us as soon as you can – use the contact details in your confirmation letter. Then we'll be able to bill you accurately. We'll also be able to tell you about tariffs that might suit you better.

If you move into a property where you have to pay in advance, you may not be able to get any energy. Call us on 0345 366 5976 – this is only for prepayment queries. You'll have to pay in advance if you have a prepayment meter or a smart meter set to collect payment in advance.

If you're a landlord we'll charge you for any energy used and any other energy-related costs while the property is empty, unless we agree something else with you.

### 2.2 Switching to us

#### 2.2.1 Changing your mind

When you switch to us from another supplier, you've got 14 days from when you agree the contract to change your mind – the cooling off period. Your confirmation letter will tell you when it ends.

If you change your mind, tell us before the end of the cooling-off period using the contact details in the letter and we'll stop your switch.

### 2.2.2 Checking your credit rating

We may check your credit rating to check you'll be able to pay your bills on time, unless you'll be paying in advance. We'll get information about you from credit reference agencies. We'll also look at our own records if you've been a customer in the last year. More information is available at [eonenergy.com/personaldata](http://eonenergy.com/personaldata)

Depending on the credit check, or if you don't want us to do a credit check, we might ask you to:

- pay in a particular way, for instance by fixed monthly Direct Debit
- pay a security deposit
- pay in advance. To do this we might have to change your meter. You may lose any discounts you had and you might not be able to choose from our full range of tariffs.

If you don't keep to the conditions you've agreed to we may move you to monthly billing at any time.

If you want to change from paying in advance to another way of paying you must agree to a credit check.

### 2.2.3 Making your switch happen

It shouldn't take more than 21 days to switch over to us, unless:

- you've agreed a later date with us, or
- your old supplier won't let you switch. This might be because you owe them money, or
- we've had trouble getting the information we need, even though we've done everything we reasonably can to contact you, or
- something's happened which we can't control.

## 2.3 Ending your contract with us

You can arrange to switch to another tariff (or supplier) whenever you like. We may object if you owe us money. If your tariff has an end date, we might charge you a fee, known as an exit fee, if you switch more than six weeks before that date. Your confirmation letter will tell you about this.

For more about our tariffs, go to [eonenergy.com/services](http://eonenergy.com/services)

## 2.4 How we'll contact you

We'll contact you through electronic communications (such as online, in the app, email, push messages, social media, live chat, voice), by text or by letter. You need to tell us straightaway if you change your email address, social media account or mobile phone number.

## 2.5 Managing your account online

This includes everything you can do on the website, whether logged in or not.

If you choose a tariff that requires online only contact, you must provide us with a valid email address and set up an online account. We'll send you an email to let you know how to activate your online account.

For other tariffs, if you give us your email address we may send you an email to let you know how to do this.

By activating your online account you'll automatically be able to view your bills and statements online and complete other tasks.

By using your online account, you are authorising us to carry out all instructions you give us through that account.

You must keep your online password a secret. Let us know straight away if you think someone else is using your online account.

Sometimes, your online account or our online services may be unavailable for maintenance or problems we can't control. We'll do all we reasonably can to get things working as soon as possible.

## **2.6 When we can disconnect your energy**

If you pay in advance, your supply will turn off automatically if there's no credit on the meter.

If you owe us money, we can disconnect your energy. But this is only a last resort. If you have trouble paying we'll do everything reasonable to help. If we do end up disconnecting your energy, we'll contact you to tell you.

If you've got a smart meter, we can disconnect the energy without visiting your property. For any other kind of meter, you'd have to give us access to it. If you don't, we may get a warrant and charge you for that.

We, or your network operator, can also disconnect your energy for safety reasons, or if we think you've broken the law. We'll charge you what it costs us to disconnect your energy and reconnect it again.

You can ask us to disconnect the energy temporarily, for instance whilst building work is going on. Or you can ask us to disconnect it because you don't need it anymore, for instance because you're having the property demolished. There may be a charge for this.

## **2.7 Ending your contract**

Your contract will end when:

- you switch to another supplier, or
- someone else becomes responsible for paying for energy at the property, or
- we disconnect your energy supply, or
- the energy regulator, Ofgem, orders another company to take over supplying your property. This is very rare and the new supplier would contact you.

We can change the contract with you if:

- you get a new meter fitted by your own agent or
- you start using the property as business premises.

In either of these cases, call us in advance and we'll explain what you need to do.

## **3. How we work out what you pay**

### **3.1 Your energy charges**

We work out your energy charges from:

- the daily standing charge(s) that apply to your tariff times the number of days, plus
- the unit rate(s) that apply to your tariff times the amount of energy you use.

We then take off any discounts (see section 3.4), and add VAT.

Sometimes, you might also have to pay for:

- leaving your contract early. Your confirmation letter will tell you if you have to pay an exit fee
- replacing prepayment meter cards/keys or payment cards
- sending copies of documents like bills or statements

- charges for paying your bill late, getting back money you owe us or fitting a prepayment meter
- disconnecting or reconnecting your energy when you ask us to
- moving, inspecting, installing, reinstalling, testing (see section 7.4) or repairing a meter
- moving the meter to somewhere else in the property
- connecting to your local energy network
- getting into your property to access the meter or disconnect your supply

You pay extra charges if you have a Green Deal (see section 3.6). There can also be charges required by law or which our regulator says we have to collect from you.

You can find out more about extra charges at [eonenergy.com/additionalcharges](http://eonenergy.com/additionalcharges) or use the contact details in your confirmation letter.

### **3.2 Working out how much energy you've used**

We work out your bill using a measure called kilowatt hours (kWh). We need readings from your meter to do this.

Electricity: your meter automatically uses kilowatt hours.

Gas: Your gas meter measures how much gas you use in cubic metres or cubic feet. How much energy you get from that gas depends on things like gas pressure and quality. So we have to convert the cubic metres or feet into kilowatt hours. How we work this out is covered in law.

If you have a smart meter we may be able to get readings without visiting your home. Otherwise we'll send round a meter reader from time to time. Or you can give us readings yourself through your online account. Or use the contact details in your confirmation letter.

#### **3.2.1 Smart meters**

Smart meters record what energy you use every 30 minutes and keep that information for up to 13 months.

Normally we'll look at your smart meter once a month to see what you've used each day. That's unless you've agreed that we can take a reading more often, or you only want us to take a single reading each month and not measure individual days.

We may also read your smart meter when:

- your prices change
- you move to another of our tariffs
- you move home
- you ask us to
- you switch to another supplier. In this case we might send them the reading if you've agreed to that.

### **3.3 Using estimated readings**

We'll have to estimate how much energy you've used if:

- we don't have a recent meter reading when we're due to send you a bill or statement
- the reading we have doesn't seem to be right
- your meter is faulty, or it's been damaged or tampered with.

We'll base our estimate on your previous readings. If we haven't got any readings, we'll base it on the average amount of energy someone in a property like yours uses.

If you don't agree with our estimate, you can give us meter readings through your online account or use the contact details in your confirmation letter.

### **3.4 Discounts**

Your confirmation letter will show what discounts you get, if any.

### **3.5 Revised bills or statements**

We may send you a revised bill or statement if we find out:

- the meter readings we used weren't accurate
- your meter wasn't working properly
- we had the wrong information about your meter.

We won't ask for payment for any charges for supply of energy that could reasonably relate to more than 12 months ago, unless you've behaved unreasonably or prevented us from getting any information we need to bill you.

### **3.6 Green Deal**

Green Deal is a Government scheme that means a property can have energy-saving improvements fitted which are then paid for through the electricity bills for that property.

If your property has a Green Deal, you're responsible for paying the Green Deal charges. We'll collect these through your bills and pay them to your Green Deal provider. If you pay in advance, we'll collect the charges through your meter.

Green Deal charges aren't included in the prices we agree with you when you switch to us or switch to a different tariff. We'll contact you about those charges as soon as we know what they are.

### **3.7 FiT payments**

We're required to make Feed-in Tariff (FiT) payments under our supply licence. If your property is eligible, we can make FiT payments to you if:

- you've got a FiT installation which is accredited by Ofgem or the Micro Certification Scheme (MCS); and
- you get your electricity from us or from a non-mandatory FiT supplier when you apply for FiT payments.

We pay what's set out in the Feed-in Tariffs Order 2012, as amended, and our electricity supply licence. You can find out more about the FiT scheme at [eonenergy.com/aboutfit](http://eonenergy.com/aboutfit)

## **4. Paying us**

### **4.1 Paying in advance**

You can pay in advance through a smart meter or a prepayment meter. We may need to change your meter and you may have to switch to another tariff. On prepayment tariffs your prices can go up or down.

We may ask you to pay in advance if we think you'll have trouble paying your bills.

If we need to change your meter you won't have to pay unless we have to move it to a different position.

If you pay in advance, we can set your meter to get back any money you owe us and what it cost us to get it back. We'd contact you about this.

After we've fitted your prepayment meter, we'll agree with you whether you'll pay any amount owing from your old way of paying in one go or whether you want to agree a payment plan to pay it off through your prepayment meter. If you pay it off in one go you must pay it within 14 days.

After we've fitted your smart meter, we'll send you a final bill or statement for your old way of paying. You'll have 14 days to pay it, unless we've agreed a payment plan with you. If you still owe us money after 28 days, we'll collect it from your new smart meter in daily instalments. Before we take the first one, we'll contact you to tell you how much we'll be collecting.

If you have a non-smart prepayment meter, we'll send you a statement once a year. For more information about prepayment meters go to [eonenergy.com/prepaymentquestions](http://eonenergy.com/prepaymentquestions)

## **4.2 Extra terms and conditions for paying in advance with a smart meter**

### **4.2.1 Topping up at a shop – keep your voucher code safe**

If you top up at a Post Office or shop, you'll get a voucher code on your receipt. You'll need to give us this code so we can top up your meter. You can do this online or by using our automated telephone service. If you lose the code before giving it to us, we won't be able to top up your meter or give you another code. It will be as if you'd lost cash, so keep it safe.

### **4.2.2 When we can't send messages to your meter**

If we lose our connection to your smart meter we might not be able to top it up. If that happens, call us on 0345 366 5995 – this number is for smart pay as you go emergency top ups only. We may be able to email or text you a code to top it up yourself.

Sometimes we might not be able to give you a code because our systems are down. We'll do everything reasonable to get our systems working again quickly.

### **4.2.3 Warnings if you're running out of credit**

We can send text or email alerts to tell you when credit on your meter is low. Make sure we've got your current email or mobile details if you want these alerts. You can opt in or out of them whenever you like.

Sometimes the amount your meter says you owe is wrong. This might happen because the gas you get has more or less energy than we expected. If that happens we'll adjust your payments on your meter. You'll see details of these changes on your statement.

If you want more information about paying in advance, see the contact details in your confirmation letter.

## **4.3 Paying by Direct Debit**

If you pay by fixed monthly Direct Debit, we'll agree a monthly amount with you and we'll contact you to confirm it. We'll also tell you the date we'll take your first payment. After that you can agree a different payment date with us. We can change the amount if prices change. We may also change what you pay twice a year if you use more or less energy than we expected. We usually do that on the anniversary of your contract and six months before or after your Direct Debit was set up. We'll tell you 10 working days before we take your payment.

If you pay by Direct Debit and your bank doesn't transfer the money on the date we've agreed, we'll try again. If your bank still won't pay us, or if you tell us you don't want to pay by Direct Debit any longer, we'll change the way you pay. We'll give you nine days' notice, then we'll start sending you bills instead of statements. You'll have to pay these within 14 days. Your standing charge and unit rate may change. We'll contact you about this.

If the Direct Debit payment due date falls at a weekend or on a bank holiday, we'll take your payment on the next working day. We won't take payment early unless we've told you 10 days in advance.

You'll get statements either every three months or every six months. If it's only every six months you can ask for quarterly statements.

## **4.4 Other ways of paying**

If you pay in any other way, for example by cheque, you'll get bills at least once a quarter. If you have a smart meter which can send us readings electronically, we may send you a bill each month. When you join us, we may not be able to receive your meter readings electronically at first, so we'll start by billing you each quarter. Once we can get your readings remotely, we'll change you to monthly billing. We'll remind you about this before we make the change. If you're billed monthly and have a smart meter, you

can't change your billing frequency. Payment is due within 14 days of us sending the bill, unless we agree a different plan with you.

You must pay the amount on your bill unless you have a genuine reason to think it's wrong. In that case, you need to get in touch with us straightaway.

#### **4.5 Changing how you pay**

You can ask us to change the way you pay at any time. Sometimes you may also need to change to a different tariff. If we agree, we'll confirm the changes to your contract and tell you when they start. Your standing charge and unit rate may change. We may change how often we send you bills. We'll contact you about this.

If you want to change from paying in advance to another way of paying, you may need to let us check your credit rating. For more about credit checking, see section 2.2.

#### **4.6 What we pay off first**

We'll show Green Deal charges separately on your electricity bill or statement. Whenever you pay us, we'll split the money in proportion to what you owe for your Green Deal charges and any other charges you owe us.

For all other charges, we'll use what you pay us to pay off your energy charges, then your non-energy charges. We'll pay off the oldest charges first. If you've got more than one account with us, we'll decide which account to make the payment to, unless we've agreed a payment plan for a specific account.

#### **4.7 Credits on your account**

If we supply your energy and there's a credit on your account, as long as we have had a meter reading within the last 30 days, we'll decide if you're due a refund. If you're not due a refund, we'll tell you why.

If you have a credit of less than £1 after you have moved home or changed supplier and we don't have valid bank details for you, we'll transfer your credit to the E.ON Energy Fund. This supports vulnerable customers. See our website for more details.

#### **4.8 If you're having trouble paying**

See your confirmation letter for how to contact us. We might be able to agree a payment plan with you or arrange to fit a prepayment meter. We may also be able to give you advice on how to use less energy. If you don't call us, we'll charge you what it costs us to get back the money you owe us.

#### **4.9 If you don't pay us as we've agreed**

If you don't pay us in the way and at the time we've agreed, we can:

- change how often we send you bills
- charge you what it costs us to get back the money you owe us
- ask you for a security deposit
- ask for payment out of any benefits you're getting
- move you to our standard variable tariff
- ask you to pay for your energy in advance (see section 4.1)
- where appropriate, seek to disconnect your energy (see section 2.6).

We may tell credit reference agencies about how you manage your account. If you don't pay us as we agreed, it can affect your credit rating and make it harder for you to borrow money.



## **5. Moving out**

If you're not responsible for the property anymore, you need to tell us. Otherwise we'll keep charging you until someone else takes over responsibility for the energy.

When you move, give us a final meter reading and your new address so we can send you a final bill or any credit we owe you. If you've got a smart meter, we can take a reading ourselves. We can also clear your data from the meter and the smart energy display. Make sure you leave the smart energy display behind.

We'll do everything reasonable to send you your final bill or statement within six weeks of you moving out (or of us finding out you've moved). You'll need to pay it within 14 days of us sending it unless we agree something else with you. We'll use your final reading. If you haven't given us one, we'll use the new occupant's reading or, if we don't have that, our own estimated reading (see section 3.3).

If you have a credit on any E.ON account when you move, we may use it to pay off a debt on any other account you have with us. This might be for a different fuel or property. We'll pay you anything that's left so make sure we have your new address.

If you move out of a property with Green Deal charges due, you'll have to pay those charges up to the date you move out, on top of anything else you owe.

## **6. Switching supplier**

If you switch supplier, we'll do everything reasonable to make the switch happen within 21 days of the new supplier telling us.

If you have a smart meter, it might not work with your new supplier. Talk to us or your new supplier about this.

We'll do everything reasonable to send you your final bill or statement within six weeks of you switching. You'll need to pay it within 14 days of us sending it unless we agree something else with you.

We can stop you switching if you owe us money. If you pay in advance you can switch as long as you owe £500 or less per fuel. Both you and your new supplier would have to agree to move the debt over.

If you've been paying in advance through a smart meter we'll change your meter to credit mode (that means paying in arrears, not in advance). We'll clear the settings on your meter and smart energy display at about midnight on the day your switch happens.

Your new supplier will start collecting any Green Deal charges you owe on your new property.

If you have a credit on any E.ON account when you have switched, we may use it to pay off a debt on any other account you have with us (for example for a different fuel or property). Any remaining credit will be paid to you.

## **7. About the energy we supply to you**

### **7.1 Renewable electricity**

All of the electricity we supply to you will be backed by renewable certificates, as evidence that we have generated or purchased electricity from renewable sources such as wind, solar and biomass. However, if for any reason, and at any time, we are unable to obtain sufficient renewable certificates to match your supply, we may have to start to supply all or part of your electricity from a non-renewable source.

### **7.2 Standards of service**

Energy is delivered to your meter by your local network operator. You can call them on 105. You'll find details about them on your bill or statement.

Things can happen that can't be controlled by them or by us. For instance, your electricity or gas might be of lower quality than usual.

You can find information about what you should expect and any compensation rules at [eonenergy.com/guaranteedstandards](http://eonenergy.com/guaranteedstandards) or use the contact details in your confirmation letter to ask us to send you a copy.

### **7.3 Electricity national terms of connection**

We are acting on behalf of your electricity network operator to make an agreement with you. The agreement is that you and your electricity network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your property.

If you want to know who your network operator is, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1<sup>st</sup> Floor, 4 More London Riverside, London SE1 2AU: phone 0207 706 5137 or see <http://connectionterms.org.uk/>

### **7.4 Emergencies**

If anyone living in your property has a serious medical condition or a disability, let us know. Where appropriate, we'll tell your network operator, so they can try to make sure you can still use essential equipment if there is a loss of supply.

In a gas emergency, we or your network operator might ask you to turn down gas appliances or stop using gas altogether. You'll need to follow any instructions we give you.

Sometimes your gas might be turned off because not enough is available in the network. This is called a gas deficit emergency. It's rare, but if it happens you might qualify for compensation. It would be worked out in line with a document called the Uniform Network Code. We'll add the payment to your account as soon as the people who run the gas transmission grid tell us we should.

### **7.5 Meter faults and problems**

If you think your meter is faulty, contact us using the contact details in your confirmation letter so we can test it. You pay for the test, but if the meter does turn out to be faulty, we'll refund you. Until we've fixed the fault, we'll estimate how much energy you've used.

### **7.6 Getting access to your meter**

You must let us, anyone we authorise or your network operators to have access to your meter at any time. This will be in normal working hours unless it's an emergency or we've agreed a time with you. We'll also take as much care as we can while we're in your property.

We need to inspect your meter regularly to check it's safe and working properly.

If you don't let us have access to your meter, we can charge you our costs. That could include the cost of a warrant.

## **8 Complaints**

If we haven't given you the kind of service you expect, you can contact us using the contact details in your confirmation letter or write to us at Customer Service Centre, E.ON, P O Box 7750, Nottingham NG1 6WR.

Our customer care team can fix most things straightaway. If they can't, our resolution team will look after you until your complaint is resolved.

If you're not satisfied with how we respond, you can ask us to review your case.

If we haven't resolved your complaint after eight weeks, or if we've sent you a final resolution offer letter, also known as a deadlock letter, you can go to the Energy Ombudsman. It's a free and impartial service that sorts out disputes between energy companies and customers.

You can get in touch with the Ombudsman by:

- phone on 0330 4401624
- email at [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org)

What they decide is legally binding for us, but not for you.

Citizens Advice provides information about your consumer rights. They can also give you free, independent, confidential and impartial advice at any point during a complaint. Visit [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) or call the Citizens Advice consumer helpline on 0345 404 0506. We put details of any changes to our complaints process on our bills, statements, and website.

## **9 Other responsibilities**

### **9.1 Our responsibilities**

We're not liable for:

- any harm to you, which we couldn't have expected when we agreed your contract
- any damage you suffer that's outside our control, whatever caused it

If the network operator causes you loss or damage, we'll only be responsible for what we're entitled to get back from them on your behalf.

The maximum we or the network operator can pay in any one year (January to December) for any incident, or related series of incidents is £1,000,000. That limit doesn't apply if someone has died or been injured, or if the law doesn't limit liability.

### **9.2 Your responsibilities**

You're responsible for all energy you use at the property, paying bills in line with this contract and taking care of the meter. If more than one person is responsible for the consumption of electricity and gas at the domestic property, you'll all be responsible – as individuals and together – for paying your bills.

You must take care of the meters at the property, including making sure they're protected from the weather. You're responsible for making sure there's a meter box or cover for the meter or replacing them.

You must let us know straightaway if you think your meter is damaged or if you think it's been tampered with. If the damage is your fault or caused by your negligence, we'll charge you for repairing or replacing the meter. We can prosecute anyone responsible for damaging or tampering with metering equipment.

It's illegal and dangerous to interfere with our equipment, or the network operator's, for example to steal energy, or try to.

If you have a smart meter, you mustn't let anything stop it communicating with us.

## **10. Personal data**

### **10.1 Processing your data**

If you provide any personal data to us under this contract, E.ON Energy Solutions Limited will be the 'data controller'. Our Data Protection Office can be contacted at Newstead Court, Little Oak Drive, Annesley, Nottinghamshire NG15 0DR.

We'll process your personal data in line with our privacy notice, which we will amend from time to time. You can find it at [eonenergy.com/privacy](http://eonenergy.com/privacy). Or you can use the contact details in your confirmation letter and ask for a paper copy. Our privacy notice sets out:

- where we might get data about you from
- why we need it

- what we might do with the data (including who we might share it with)
- the circumstances in which your data might be transferred abroad

and

- how long we keep it for.

## 10.2 Your rights

You have a number of rights which relate to the access to and control of your data. These are also set out in our privacy notice.

## 11 Terms and conditions for customers on Fix and tado° 2 Year

If there is anything in this section that is different to what we say in our general terms and conditions, what we say in this section will take priority.

### 11.1 About this tariff

#### *Who's eligible for this tariff?*

This tariff is available as Dual Fuel only – you must take both your electricity and gas on Fix and tado° 2 Year. Not available to customers paying by Smart Pay As You Go or prepayment.

You must pay by fixed monthly Direct Debit: if your Direct Debit fails or you cancel it we may switch you to our standard variable tariff, E.ON EnergyPlan as well as applying the conditions in section 4.3.

With this tariff you agree to the installation of a smart meter, where eligible. You are still eligible for this tariff if you currently have a smart meter installed or your property is currently ineligible for a smart meter.

In order for the tado° smart thermostat to work in your home you will need a broadband connection, a compatible heating system (see below) and not have multiple heating zones. If you have more than one heating zone the tado° product supplied will only be for one zone.

Details of compatible heating systems can be found at

<https://nextsteps.eoninstall.com/Tado/Products/Specification?productType=Thermostat>

Your tado° smart thermostat will come with installation instructions, you can also choose to purchase installation at an additional cost from E.ON or tado°

To use all the functionality of the tado° smart thermostat and control your heating outside of your home you will need to install your tado° device (unless you opted in for an installation service from us), download the tado° mobile app, set up a tado° account and agree to their terms and conditions.

On this tariff:

- you need to provide us with a valid email address
- Included in this tariff will be the tado° smart thermostat starter kit and extension kit. If you require any additional products or services (such as additional thermostats or professional installation) you will have to buy them in addition to your tariff costs.
- we'll share your name and address with tado° in order to arrange for the smart thermostat to be delivered to you
- we'll send you information by email within 14 days of starting on supply with us inviting you to redeem the delivery of the tado° smart thermostat
- You must have redeemed within 14 days of receiving our email to ensure you can take advantage of the tado° smart thermostat at the earliest opportunity. If you have not responded within two months of being invited to do so, you may lose the chance to receive the offer.
- you agree to our and tado° specific terms and conditions and privacy policy which can be found at <https://nextsteps.eoninstall.com/Tado/Order/Terms>

### 11.2 About your prices

Your prices are shown in your confirmation letter. These prices will stay the same until the end date shown in your confirmation letter, unless:

- you stop paying by Direct Debit, or a Direct Debit payment fails (see 4.3)
- you owe us money and we've told you we need to fit a prepayment meter (see 4.1)
- a law or regulation means we need to make a change (like VAT changes)
- the Government or our regulator (Ofgem) tells us to change our price

You can arrange to switch to another of our tariffs or to another supplier at any time without giving notice. If you switch supplier before we send you your renewal notice we may charge you an exit fee. See your confirmation letter for details.

### **11.3 What happens at the end date**

At the end date, if you haven't switched supplier or agreed a new tariff with us, we'll switch you to:

- E.ON EnergyPlan Assist if you are eligible. You're eligible for E.ON EnergyPlan Assist if you have received a Warm Home Discount payment from us between October 2016 and March 2019.
- If you aren't eligible for E.ON EnergyPlan Assist, then we'll switch you to E.ON EnergyPlan or a standard fixed term tariff with no exit fee.

Prices on our standard variable tariffs can change at any time but will never be more than the cap set by Ofgem. We'll contact you about six weeks before your end date with all the details about the tariff we'll switch you to.

You can find details of our other tariffs on [eonenergy.com/services](http://eonenergy.com/services). Or you can call us on 0333 202 4608. If you switch supplier or switch to another tariff our price protection rules may apply.

#### **Our price protection rules**

You can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.

However, if you owe us money we may stop you from switching supplier -we'll let you know. If you pay the money you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is complete within six weeks.