

This is our legal agreement. We've tried to keep it as simple and readable as possible, but there's a lot to cover. If you need anything explained in further detail, just ask one of our customer service team - we're always happy to answer any questions.

Here is a breakdown of the key terms used throughout this document:

We/Us are Daisy Energy Supply Limited trading as Yorkshire Energy a company registered in England and Wales (No. 09689195). Our address is 46 The Calls, Leeds, LS2 7EY.

You/Your refer to either the person who signed up for an **Energy** account with **Us**; or the second named person on an **Energy** account; or the owner/occupier of a property to which **We** are supplying electricity or gas.

The Agreement is all the parts that form the basis of **Us** supplying **You** with gas or electricity.

Contract is a fixed term period over which **We** guarantee the rates **You** will pay for **Your** gas and electricity.

Energy is the supply of Gas and or Electricity to a property.

A **Meter** is any metering system that supplies gas or electricity to a property. This can be either a credit **Meter**, prepayment/Pay As You Go (PAYG) or smart **Meter**.

A **Bill** or **Statement** is sent to **You** periodically detailing **Your** account summary, including **Energy consumed**, amount owed and current account balance.

A **Domestic Agreement** is the **Agreement** in place for the supply of Gas or Electricity to a domestic property only.

A **Commercial Agreement** is the **Agreement** in place for the supply of Gas or Electricity to a commercial property.

1. Starting Your Contract with Yorkshire Energy

1.1 The Agreement with Us will begin when a Contract is agreed - either by phone or online.

1.2 When entering into this Agreement, You confirm that the Energy supply is for a property You either own or live in, that You are 18 or over and are authorised to enter this Agreement.

1.3 You confirm that You comply with either a Domestic Agreement or a Commercial Agreement with Us. If this changes, please let Us know.

2. What happens next

2.1 You agree to let Us contact Your current supplier to let them know You are switching to Us.

2.2 Once the Agreement starts, We will do our best to get You switched over to Us as soon as possible. If there's a delay for any reason, We will let You know what's happening and if You need to take any action.

2.3 If We are already supplying Energy to a property You have moved into, You will be responsible for any charges incurred from the date You move in. We urge You to contact Us as soon as possible to let Us know Your intentions regarding Your Energy supply. If You don't let Us know, You may be billed using the information We hold from the previous tenant.

2.4 We cannot accept responsibility for any charges levied by Your Previous Energy supplier.

3. Your Tariff

3.1 All the details of Your tariff will be set out in the email communications We send to You when You sign up.

3.2 Updates and information on our tariffs can be found at ye.co.uk or by calling our customer service team on 0113 451 0700

3.3. Our tariffs are made up of the following charges:

3.3.1 The unit rate. This is the amount charged per unit of Energy consumed (measured in kWh), based upon Meter readings You have provided, or in absence of this, estimated figures based upon industry standard methodology.

3.3.2 The standing charge. This is a fixed daily amount to be charged per Meter point, regardless of Energy use.

3.4 Our tariffs are subject to UK taxation including VAT. If there are any changes in VAT, then this may result in an alteration to Your tariff or associated charges.

3.5 Prices can vary for tariffs depending on how You pay.

3.6 At the end of Your fixed term Contract, We will move You onto our variable rate tariff unless You have agreed to a new fixed term Contract with Us. We will always contact You in advance to inform You of the end of Your fixed term Contract and explain Your options.

4. Paying for Your Energy

4.1 You are responsible for paying Us for Your Energy consumed, standing and any associated charges until the end of this Agreement.

4.2 You agree that We will determine the amount of any Direct Debit payable and We will tell You this amount on Your Bill or Statement.

4.3 If You have a smart Meter, all Your Meter readings should be automatically provided to Us Where a smart Meter is not present, or We are unable to utilise its full capabilities, Bills and Statements will be generated from the Meter readings that You submit. If no Meter reading is submitted, an estimated Meter reading will be generated using industry standard methods.

4.4 So We can provide You with as accurate a Bill as possible, please provide Us with an up-to-date Meter reading for Your Energy once a month.

4.5 If You believe that the amount on Your Bill or Statement is incorrect, please notify Us and We will review the balance and the calculation. If the amount is incorrect We will recalculate and reissue a new Bill or Statement. During this process, You should continue to make Your regular payments.

4.6 If You are a customer paying by monthly Direct Debit, You will receive a monthly Statement showing the Energy consumed for this period. You will also receive an annual Statement showing the Energy consumption for the year in line with the monthly amounts.

4.7 If Your circumstances change, or for any reason You have difficulty in making a payment, please get in touch with Us as soon as possible. We will work with You to find a solution to enable You to pay what You owe.

4.8 If You have difficulty paying, We may require an alternative method of payment, via a Prepayment Meter. There could be a cost associated to this which could be charged to You. However, where there is a smart Meter and there is the possibility to remotely switch from a credit to prepayment, We will do this for a minimal or no charge.

4.9 If You pay for Your Energy by Direct Debit and it fails, We will notify You and We will attempt to collect the amount again using the same mandate. If this second attempt is also unsuccessful We will expect You to contact Us as soon as possible to avoid further charges.

4.10 If You owe money to Us and make a payment, We will decide how this will be allocated to Your account.

4.11 We can guarantee that we will send you a bill or statement at least once a year whilst you're on supply with us. However, we may also send you a bill or statement at any time, or send bills in line with your payment and communication preferences. We will only charge you for the energy we reasonably consider you have used or estimate to have consumed, (in accordance with point 4.13 below), for the period set on your bill. This can be up to a maximum of 12 months, except where the charges relate to certain circumstances, including:

- a) In the past, we have attempted to recover payment for charges older than this one.
- b) We have not tried to recover these older charges because of an act or omission on your part.
- c) Another circumstance applies where our regulator (Ofgem) confirms that we may try to recover payments which are older than 12 months.

4.12 As we can only bill you for energy in accordance with clause 4, it's highly important that we receive information surrounding your energy usage at least once a year. Therefore, you must:

- a) Allow any meter reader or Yorkshire Energy representative to read your gas and electric meter free and unimpeded at least once a year, (however we may not choose to schedule visits this frequently);
- b) If you have a smart meter, allow us to use it to take regular meter readings from you;
- c) Inform us if you have moved into a property and are taking a supply from us;
- d) Make arrangements so that you can pay us;
- e) Let us know if you're not receiving bills at least once a year;
- f) Let us know if you believe there to be an issue with your meter;
- g) If you are unable to perform any of the statements mentioned above, contact us to agree alternative arrangements and comply with those instead.

If you have agreed to receive any form of electronic communications from us, we require that you provide us with an accurate email address and let us know if this needs to be altered at any point during your time with us.

By entering this contract, you acknowledge and agree that failing to perform any of the actions listed above may obstruct us from charging you correctly for your energy use, and that doing so would be clearly unreasonable.

If you fail to supply us with an up to date meter reading, we will base your bill on an estimated reading, using the information you have provided us with about your property. Therefore, to help improve the accuracy of your bills, so that we can bill you as precisely as possible, please provide us with an up to date meter reading at least once a year.

4.13 At Yorkshire Energy, we have the right to estimate your gas and electricity usage if we do not possess all the relevant information necessary, (including the energy you have used during any period) to calculate the charges owed to us. We will make estimates using the information we have about the energy used at the premises. This may include adjustments made to reflect seasonal changes in use and previous meter readings, as well as characteristics of your household energy use, and price changes.

4.14 If you do not supply us with an opening meter reading, or we believe that the reading may not be accurate, we may estimate the amount of energy supplied during the period. This period will begin with the supply start date and end with either:

- a) The date the meter is first correctly read after the date we start supply with you, or;
- b) The date.

5. Your Meter

1. 5.1 You agree to allow our agents to access Your property for the purpose of maintenance, inspection, reading or replacement of any metering equipment.
2. 5.2 You should report any issues to Us and must not attempt to tamper with the metering equipment.
3. 5.3 If We suspect fraud or tampering with metering equipment, We are obliged to share the information with the relevant authorities.
4. 5.4 If We receive a Meter reading that seems inaccurate, We will try to contact You to confirm the reading. If We can't get in touch, We may use an estimated reading.

5. 5.5 You are responsible for costs in relation to inspecting, removing, repairing or replacing any metering equipment, except if the loss or damage is caused by ourselves or an agent used by Us.
6. 5.6 If You find any damage, fault or problem with Your metering equipment You must inform Us immediately, so We are able to rectify it.
7. 5.7 We may charge You if You fail to inform Us 48 hours prior to any agreed appointment that it is unable to go ahead.

6. Changes to our Agreement

1. 6.1 Occasionally We may update our Terms and Conditions in line with changes to regulations or in line with business requirements. In such circumstances We will let You know by posting these changes on ye.co.uk and You can contact our customer service team on 0113 451 0700 if You have questions.
2. 6.2 If We make changes to this Agreement that may be disadvantageous to You, We will give You 30 days' notice.
 1. 6.2.1 For the avoidance of doubt, the following are not classed as disadvantageous to You:
 1. i) Any changes to the rate of VAT incorporated in Your tariff or associated charges.
 2. ii) Changes We must make due to changes required by a regulatory body.
 3. iii) Any changes to Your fixed Direct Debit amount.
 4. iv) Moving You onto a variable tariff.
3. 6.3 You can terminate Your Contract with Us if You do not wish to accept any amended terms and conditions to Your Agreement.

7. Ending our Agreement

1. 7.1 You can cancel our Agreement at any time by:
 1. 7.1.1 Giving Us 2 days' notice that You are no longer going to be responsible for the property.
 2. 7.1.2 Advising another supplier that You wish to switch to them.
2. 7.2 If You change Your mind about switching to Us, You can cancel Your Contract within the first 14 days and remain with Your current supplier.
3. 7.3 We will only object to You cancelling Your Contract if You still owe Us money or inform Us that You did not initiate the switch.

4. 7.4 If You leave Us before the end of Your Contract or move onto another available tariff You may be liable to pay an exit fee.
5. 7.5 If You are switching away from Us, Your new supplier will let Us know.
6. 7.6 You will receive Your final Bill following Your move to Your new supplier. Any outstanding balance owed to Us will be processed through the agreed payment terms of this Agreement.
7. 7.7 If We owe You money following Your final Bill, We will refund You by the agreed payment method.
8. 7.8 We are entitled to end the Agreement with You if You breach any terms and conditions or if Ofgem compels Us to terminate Your Agreement.

8. Changes to Your Direct Debit

1. 8.1 If You wish to change Your Direct Debit amount or account details, please contact Us as soon as possible to discuss this further.
2. 8.2 We will conduct periodic Direct Debit reviews and We will contact You if We need to make any changes. If We find You have been overpaying, We will reduce Your Direct Debit amount. If We find that You have been underpaying, We may need to increase Your Direct Debit amount.

9 Suspension / stopping of Your supply

1. 9.1 Reasons We may suspend or stop Your gas or electricity supply include:
 1. 9.1.1 If You tamper with Your Meter.
 2. 9.1.2 If You fail to pay Your Bill.
 3. 9.1.3 If there is a safety risk or an emergency.
2. 9.2 We will not disconnect Your supply if any person living at the property is registered as a vulnerable customer, unless there is a safety risk or emergency.
3. 9.3 If We ever require You to stop using Your gas or electricity, You must comply straight away for safety reasons.

10. Personal information

1. 10.1 We will always comply with the relevant Data Protection legislation.

2. 10.2 You agree that We can use Your personal data in accordance with our privacy policy, which You can find at ye.co.uk or by contacting Us directly.

11. National Terms of Connection

1. 11.1 By accepting our terms and conditions, You also accept the terms and conditions of the National Terms of Connection. If You would like a copy of this then please contact Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF, or phone 0207 706 5137 or visit their website at www.connectionterms.co.uk

12 Emergencies and safety

1. 12.1 If You suspect a gas emergency, please contact 0800 111 999 immediately.
2. 12.2 If You suspect an electricity emergency, please contact 0800 404 090 immediately.
3. 12.3 You must not use Your Energy supply in any way that endangers people or property, or that could interrupt the electricity or gas supply of any other property.

13 Liabilities

1. 13.1 Our liability to You is limited to £10,000 for each individual event, or £10,000 in total for a series of related events, that We are directly responsible for and that has caused You loss or damage.
2. 13.2 Nothing in this Contract excludes any liability that We are not allowed to exclude by law.
3. 13.3 If We are liable for a loss that is caused by a gas transporter or electricity distributor, our liability is limited to the amount We are entitled to recover from them on Your behalf.
4. 13.4 Your supply may be interrupted due to circumstances beyond our reasonable control, and We will not be liable for any failure to supply Energy.
5. 13.5 If We are allowed or need to take action under the relevant gas or electricity supply licence or due to any other rules that are binding on Us, We won't be in breach of this Agreement.
6. 13.6 In the event of a change of ownership of the property, or a change of tenancy or any other change that may affect this Agreement or the supply of Your Energy, You

are not able to transfer Your rights or obligations under this Agreement without agreeing this with Us.

7. 13.7 In the event of a company restructure, change of ownership or any other event required as part of our general course of business, We may transfer any of our rights or obligations under this Agreement and it may not be possible to notify You or seek Your permission beforehand.

14 Complaints

1. 14.1 If You have a complaint, please contact our customer service team who will do everything they can to resolve it. You can view our complaints procedure at ye.co.uk.

15 General

1. 15.1 The laws of England and Wales or Scotland apply to this Agreement, depending on where the property is.
2. 15.2 If a clause of this Agreement is found to be invalid, the rest of the Agreement still applies.
3. 15.3 We won't tolerate violence, physical aggression, verbal or written abuse towards Us or agents. If it happens, We may take legal action or report it to the relevant authorities.