

**OVO Energy**  
Terms and conditions

# **OVO Energy terms and conditions**

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# Welcome to OVO!

Hello. These core terms and conditions cover the supply of our energy to your property, and form part of the contract between us – so please take care to read them carefully.

They tell you who we are, how we'll supply your energy, how you need to pay, how you and we may change or end the contract, plus lots of other important information.

It's worth noting that certain energy plans, upgrades, or offers, come with extra terms and conditions, but we'll make sure you see these before you agree to the energy plan, upgrade or offer. These extra terms will also form part of your contract with us.

We may update these terms from time to time, but the most up-to-date version will always be shown on our website at [ovoenergy.com/terms](https://ovoenergy.com/terms). You can also call us on 0330 303 5063 for a copy of them, plus any policies we may refer to in them.

## 1. Definitions

Please refer to this section for our definitions of the terms used throughout this document.

<b>Contract</b>	the contract that's been agreed (or the deemed contract that's been made) between you and us for the supply of energy to your property. This is made up of: <ul style="list-style-type: none"><li>• these terms and conditions.</li><li>• your plan confirmation letter.</li><li>• any terms and conditions that apply to your energy plan.</li><li>• any other terms and conditions that we agree with you.</li></ul>
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<b>Contract start date</b>	the date your contract starts with us. See <a href="#">section 3.1 'When your contract will start'</a> for further details.
<b>Cooling-off period</b>	this is the period of 14 calendar days from your contract start date. During the cooling-off period you have a legal right to change your mind.
<b>Deemed contract</b>	this is when we supply energy to you without you actively agreeing to enter into a contract with us for that supply. See <a href="#">section 3.2 'When your contract will start'</a> for further details.
<b>Direct Debit rules</b>	this means the rules for paying by Direct Debit as set out in <a href="#">section 7.11 'Direct Debit rules'</a> .
<b>Electricity network operator</b>	the company that operates the local electricity distribution network (the cables and towers) that bring electricity to your property.
<b>Energy</b>	the gas and/or electricity that we supply to your property under our contract.
<b>Energy plan</b>	means one of our home energy plans. You can see a list of the energy plans we offer at <a href="https://ovoenergy.com/home-energy-plans">ovoenergy.com/home-energy-plans</a>
<b>Energy plan specific terms</b>	any extra terms and conditions specific to your energy plan.
<b>Fixed energy plan</b>	see <a href="#">Section 4.2 'What's a fixed energy plan?'</a> for more details.
<b>Gas transporter</b>	the company that operates the local gas distribution network (the pipelines) and who pipes the gas to your property.

<b>Meter</b>	a meter (which may include an associated smart energy display unit, communications hub and ancillary equipment) that records the amount of energy you use.
<b>Payment due date</b>	is the date you need to pay, in line with <a href="#">section 7.9 'When you need to pay'</a> .
<b>Plan confirmation letter</b>	the letter, email or other form of communication issued by us which outlines the details of your contract, including your energy plan and charges. This will be issued shortly after you enter into a contract with us (or shortly after a deemed contract is made between you and us).
<b>Prepayment meter</b>	a meter which is used to pay for energy and other charges in advance. This may be either a prepayment meter or a smart meter that's set to prepayment mode.
<b>Property</b>	the building or space we supply energy to. That's usually your home but it could be a property you're responsible for (for example, if you have more than one property or if you're a landlord and are responsible for paying energy bills between tenancies).
<b>Upgrades and offers</b>	means any add-on, upgrade, discount, bundle or reward that we may offer and that relates to the energy we supply you.
<b>Variable energy plan</b>	see <a href="#">Section 4.4 'What's a variable energy plan?'</a> for more details.

<b>We/us</b>	OVO Electricity Limited (when we're selling you electricity) and OVO Gas Limited (when we're selling you gas). Our address is 1 Rivergate, Temple Quay, Bristol BS1 6ED. These are the companies that supply energy to your property, unless we transfer your supply to another company in line with these terms.
<b>Working day</b>	any day except Saturday, Sunday and any bank holidays in the country your property is in (England, Wales or Scotland).
<b>You</b>	<p>you are the person (or people) we've entered into or made the contract with. This may be the person (or people) who:</p> <ul style="list-style-type: none"> <li>• signed up to take a supply from us; or</li> <li>• is taking supply from us under a deemed contract.</li> </ul>

## 2. Your contract with us

2.1 This contract is between you and us and covers the supply by us of energy to your property.

### Your promises

2.2 By entering into this contract with us you agree that:

- You're 18 or over.
- You either own or live in the property.
- You're allowed to sign up to this contract.
- The property is connected to mains energy.
- You'll use the supply for domestic purposes only.

### 3. Joining us

#### When your contract will start

3.1 Your contract with us will start on the date:

- we agree over the phone that you would like us to supply you;
- when you sign your contract in front of one of our representatives;
- when you correctly fill in the form that we give you and we receive this form; or
- if applying online (either directly through our website, or via an online agent, or other third party website), when you click to agree that you accept these terms and conditions.

3.2 If you haven't entered into a contract with us under any of the circumstances listed in [section 3.1](#) above, you can still be on what's known as a **deemed contract** which will start when:

- your lease starts (if you're the tenant of the property);
- you took ownership of the property (if you're the owner of the property);
- your tenant moves out of a property (if you're the landlord of the property); or
- you become responsible for a property we supply.

If you're on a deemed contract you'll be placed onto a **variable energy plan**.

#### Switching to us from another supplier

3.3 When you switch to us from another supplier, you agree that:

- we're allowed to tell your existing supplier to end your contract with them and switch the supply of your energy to us; and
- you're responsible for all outstanding debt or other charges that you owe to your last supplier, unless we've expressly agreed to take on these amounts (in which case you'll have to pay us for them instead).

## Changing your mind – how to cancel

3.4 If you enter into a contract with us via any of the methods described in [section 3.1](#), a cooling-off period automatically applies (whether you're a new or existing member). In that case you have 14 calendar days from your contract start date to tell us that you want to cancel it. This is your **'cooling-off' period**. This cooling-off period will expire after 14 calendar days from your contract start date. If you change your mind, tell us before the end of the cooling-off period and we'll take reasonable measures to stop your switch.

3.5 If:

- we currently supply the property and you cancel during the cooling off period; or
- if you've changed your mind during your cooling-off period but we aren't able to stop your switch,

we'll continue to supply and bill you for the energy you used under a deemed contract until you arrange for a new supplier to supply the property.

## When we'll start supplying you

3.6 If we don't already supply energy to the property on your contract start date, we'll usually start supplying gas or electricity within 21 calendar days from:

- the day your cooling-off period ends; or
- the day we start the process to take over your supply; whichever happens first.

We'll tell you when your supply will start.

3.7 There may be some scenarios where we'll take longer than 21 calendar days to start supplying gas or electricity. For example, if any of the following apply:

- you ask for the transfer to take place at a later date;
- your existing supplier objects or otherwise stops us from taking over the supply (for example, if your existing supplier won't let you switch because you owe them money);
- you don't pay us a security deposit when we ask you to;



- we don't have all the information we need to take over the supply, even though we've done everything we reasonably can to contact you;
- information we have from you is incorrect and we can't easily find the information anywhere else, despite doing everything we reasonably can to get hold of it;
- you're connected to a private gas or electricity network and it isn't connected to the right distribution network, or you don't have a metering arrangement that'll allow us to supply you;
- we're prevented from completing the transfer due to any other reason which is beyond our control, even though we've done everything we reasonably can.

## **Things we might do before we agree to supply you**

### **Run some credit checks**

3.8 Before we agree to take on your supply, and sometimes during your contract, we'll carry out a credit check on you. We do this for a number of reasons:

- to check that you can afford to pay your bills;
- to confirm your identity;
- to prevent crime, fraud and money laundering;
- to trace your whereabouts and recover debts that you owe;
- for any other purposes set out in our Privacy Policy.

Our credit checks will leave a "footprint" on your credit history whether or not you join us and may affect your credit rating.

We may carry out credit checks on any person named as an account holder on your account. You must make sure that anyone named as an account holder knows that they may have to have a credit check. For further information on how we carry out credit checks, please see [ovoenergy.com/help/credit-checks](https://ovoenergy.com/help/credit-checks)

## **Ask you to pay a security deposit**

### **What is a security deposit?**

- 3.9 Sometimes we'll ask you to pay a reasonable amount upfront – a security deposit – before we agree to supply you. This deposit is used as security against payment for your energy and other charges you may incur. We may do this to protect us against losses that we could suffer if you fail to act in line with the terms of this contract.

If you're an existing member we can ask you to pay a security deposit at any time if it's reasonable for us to do so (for example, if you don't pay charges to us by the date they're due or if you steal energy).

### **How much will you have to pay as a security deposit?**

- 3.10 The amount you pay as a security deposit will depend on your individual circumstances and the likely value of your monthly bill.

We'll give you a reasonable time to pay your security deposit, but you'll have to pay it by the date we ask you to.

Your security deposit won't count towards your bill payments and will be held separately from your energy account (although we can use it to pay off any money you owe us if you fall behind with your payments, see [section 7.16 'What happens if you don't pay your bill?'](#)). As your security deposit will not be held in your energy account, you won't be entitled to interest under the OVO Interest Reward or any other such scheme we may run.

### **Getting your security deposit back**

- 3.11 If you don't owe us any money it'll be returned to you at the end of your contract after we've sent you your final bill.

For more information on security deposits, please see [ovoenergy.com/help/credit-checks](https://ovoenergy.com/help/credit-checks) or get in touch with us for a copy.

Extra terms and conditions may apply to any security deposit we ask for, but if so they'll be given to you when we ask for the security deposit.

## What if you refuse to pay a security deposit?

3.12 If we ask for a security deposit and you don't pay it, we may be able to:

- refuse to supply energy to you; or
- cut off your energy until you pay the deposit in line with [section 16 'When we can stop supplying you'](#).

You may be able to pay using a prepayment meter, but we may need to make a change to your energy plan or charges (or both), and you may need to pay a fee for installing the prepayment meter.

If you're switching to us from another supplier and we ask you to pay us a security deposit, we won't be able to continue with the switch until you've paid it. If you don't pay the security deposit within the timeframes we give you, the switch may be cancelled and you'll have to start the process again.

## 4. Our energy plans

4.1 Your contract with us will either be for:

- a **fixed energy plan**; or
- a **variable energy plan**.

You can see a list of the energy plans we offer at [ovoenergy.com/home-energy-plans](https://ovoenergy.com/home-energy-plans)

### What's a fixed energy plan?

4.2 A fixed energy plan means:

- you pay a fixed rate per unit and/or a fixed standing charge for the energy you use for a fixed length of time
- if you're on a time of use energy plan (which means you pay a different price for energy depending on the time of day), you'll have different unit rates depending on when you use your energy.

Getting a fixed rate energy plan doesn't mean you'll pay a fixed amount per month.

Your actual monthly charges can still change (for instance, you'll probably use more energy over winter than you will in summer, so your energy use goes up and down). It's helpful to think of unit rates like the price you pay for petrol. Even when the cost per litre stays the same, the amount of fuel you buy each time might change.

## What happens at the end of your fixed energy plan?

4.3 If your fixed energy plan ends and you haven't asked us for a new energy plan:

- we'll automatically transfer you to the cheapest variable energy plan available for your meter type and payment method;
- you might pay higher unit prices and standing charges on a variable energy plan and these could change at any time.
- If within 20 working days of the end of your fixed energy plan you:
  - decide to leave us and your new supplier notifies us that you're switching and that switch takes place within a reasonable period; or
  - you enter into a new energy plan with us,

we'll keep your charges the same until you switch to your new supplier or start your new energy plan.

## What's a variable energy plan?

4.4 A variable energy plan means:

- you pay a variable per unit rate and/or a variable standing charge for the energy you use;
- this means we might increase or decrease the prices you pay under a variable energy plan. But we'll always give you notice (see [section 9 'Changing your Contract'](#));
- the energy plan doesn't have an end date. Instead, it'll roll on until it's cancelled by either you or us in line with these terms;
- if you're on a time of use energy plan (which means you pay a different price for energy depending on the time of day), you'll have different variable unit rates depending on the times you use your energy;
- you can cancel your contract with us anytime without paying an exit fee. See [section 10.4 'Exit Fees'](#).

## 5. Our charges

5.1 'Charges' describes the prices you'll need to pay us for supplying energy. We've set them out on our list of charges here [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list). They're made up of:

- **A standing charge** – a daily charge that goes towards the cost of supplying energy to your address (a bit like line rental for your broadband). It includes the cost of the pipes and power lines, and maintenance of your meters. You pay your standing charge no matter how much energy you use – even if you have a smart meter; and
- **A per unit charge** – for the amount of energy you use measured in kilowatt hours (kWh). For gas, we convert the amount you use into kilowatt hours using its ‘calorific value’ – which means the amount of energy released when the gas burns. This per unit charge is based on meter readings or estimates – please see sections 8.1-8.8 ‘Meter Readings’.

## What other charges might you have to pay?

5.2 On top of the charges for your energy use, you may have to pay for other things which are not included in our energy supply charges, which can include costs arising from:

(a) any visits we make to your home:

- to inspect or work on your meter if you ask us to but there’s no problem with it, including testing the accuracy of your meter;
- to disconnect or reconnect your supply either because you’ve asked us to or if the reason for doing it is your fault. For example, if you haven’t paid your bills or if you’ve damaged the meter;
- to move your meter to a convenient position, unless the unsuitable position was our fault;
- to remove any obstructions that prevent safe access to your meter;
- where a new connection to the network is required, or where mains, pipes or other equipment needs to be installed, replaced, enlarged, extended or renewed in order to supply you;
- to carry out a meter reading if you haven’t provided us with one;
- if you’ve failed to do what we’ve asked you to do to meet your responsibilities under your contract and we’ve offered or tried to contact you by letter, phone, or email;

(b) when you haven’t kept an agreed appointment with us or our agents. If you make an appointment and can’t keep it, you must let us know 24 hours before the appointment, or you may have to pay a fee for the appointment;

- (c) if you've been interfering with your meter, or stealing energy, costs we incur to visit the property and to get access to the property, for any work that we carry out to rectify the damage you have caused and for any stolen energy;
- (d) if we're trying to retrieve money that you owe us, including:
- our reasonable administration costs;
  - the cost of trying to contact you or visiting you;
  - costs of any third party agents that we appoint to try and recover money owed to us;
  - costs we incur in getting a warrant to enter your home, enforcing that warrant and installing a prepayment meter;
  - the costs of tracing you if you've moved and not given us a forwarding address;
  - bank charges we've paid as a result of any missed payments by you;
  - any other costs to us in line with section 7.16 'What happens if you don't pay your bill?';
- (e) replacing any card, key or token that you lose or damage;
- (f) leaving your contract early in line with section 10.4 'Exit Fees';
- (g) sending paper copies of documents like bills or statements in line with section 6.2 'Account management and communications';
- (h) charges for paying your bill late in line with section 7.16 'What happens if you don't pay your bill?';
- (i) processing your credit-card payment, if you choose to pay your bill by credit card;
- (j) if you live in a recently built residential development, charges we have to pay for using the electricity and gas network;
- (k) if your property shares an unmetered energy supply with other premises (for example, electricity used in shared parts of a building divided into flats). In that case, we may estimate the amount of energy used and charge you an appropriate share;
- (l) any costs that we or our representatives may have as a result of you failing to keep to your responsibilities under the contract.

Each of the above may include the charges that our agents charge us in connection with these activities.

## Upgrades and offers

5.3 We may from time to time offer:

- a discount on your charges;
- discounts for bundles (where another product or service is included on top of the supply of energy); and
- other upgrades, rewards and incentives.

For instance, we may offer a discount for paying via Direct Debit.

We'll set out extra terms and conditions that relate to each upgrade or offer, so check these carefully. You may lose your upgrade or offer if you don't comply with them.

## Eligibility criteria for certain energy plans

5.4 We may offer energy plans that are only available for members who meet certain criteria. For example, we might offer energy plans that are only available to members with smart meters or members who pay by Direct Debit. We'll set out the special conditions that apply to a plan like this in its **energy plan specific terms**. By signing up to or switching to one of these energy plans, you're agreeing to comply with that plan's specific terms.

## 6. Account management and communications

6.1 You agree to receive all communications from us electronically, including bills, price changes and other information about your account, and any other notices we need to send you. We may send this information to you via your online account dashboard, within our mobile app or to your nominated email address. This includes documents relating to your core energy supply, such as changes to terms and conditions, bills and statements, price change and contract end notices and tariff information labels. You waive your rights to receive our communications by any other means.

This won't apply:

- where you're on the Priority Services Register (see [ovoenergy.com/help/priority-services-register](https://ovoenergy.com/help/priority-services-register) for more information); or

- if we agree that digital communications are not appropriate to you due to circumstances beyond your control.
- 6.2 Unless the exceptions above apply, we may charge you an administration fee for postal communications in line with our Charges List here [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list)
- 6.3 You agree to give us accurate personal details, including your nominated email address, and to keep these details up to date. You're responsible for the continued accuracy and validity of the email address you supply.
- 6.4 We may occasionally still send mail to you by post, including follow-up correspondence for outstanding balances and other literature in line with our Privacy Policy. So please make sure you tell us of any changes to these details as soon as possible.

## **7. Paying us**

### **Agreeing to pay**

- 7.1 You agree to pay us for the supply of energy and for any other fees that apply under our contract (including those in any extra conditions we've agreed with you). This includes any charges or debts you've built up which remain outstanding after your contract ends. You must pay all charges in full. Part payment will not release you from your obligation to pay any outstanding charges.

### **Other fees you might have to pay**

- 7.2 You agree to pay us for other amounts that aren't included in your energy plan. See [section 5.2 'What other charges might you have to pay?'](#) for more details.

### **Taxes**

- 7.3 You agree to pay VAT and any other taxes or duties at the applicable rate. We'll also charge you any amount that we have to include on your bill (for example, if the government establishes a scheme for members to pay for energy-efficiency measures through energy bills).

### **Bills and statements**

- 7.4 You'll receive a bill (usually monthly, but sometimes at a different frequency of our choice) detailing how much you owe and how much energy you've used. It's based on actual meter readings – or our estimates.



- 7.5 If, for any reason, your meter doesn't register any gas or electricity used, you agree to pay the amount that we reasonably estimate you've used.
- 7.6 You may receive your energy bill from any company that's in the same group of companies as OVO Electricity Limited or OVO Gas Limited. Any OVO Group company may ask for, or collect payment from you, for any other OVO Group company.

### **How will you receive bills and statements?**

- 7.7 You agree to receive all communications from us electronically – see [section 6 'Account management and communications'](#). (This won't be the case if you're on the Priority Services Register or we've agreed to communicate with you by post in line with that section). We'll use reasonable efforts to send email notifications to you when new bills are available for you to view online but you'll remain liable for bills if those aren't received for any reason, including because your email inbox is full, it's been bounced by your firewall or spam filter, or your email address has been closed or is otherwise not operative.

More information on bills and statements can be found at [ovoenergy.com/help/statement-history](https://ovoenergy.com/help/statement-history)

### **Estimated bills and statements**

- 7.8 When we produce your bill, we'll use a meter reading, if possible. If we don't have a meter reading for you, or the reading we have doesn't seem to be right, we'll send you a bill based on an estimated amount. We calculate these using any data we have for your home energy use – or we'll use industry standard methods. See [section 8.5 'Meter Readings'](#) for details of how we estimate bills.

You agree to pay the estimated amount. If you don't think our estimate is correct, you need to send us a meter reading. If, in our reasonable opinion, the meter reading you've given isn't accurate, we won't use it. We'll try to contact you and get a new meter reading instead.

If you send us an accurate meter read which shows us that estimates we used to prepare your bills may have been over or underestimated, we'll adjust your next bill to reflect that meter reading.

### **When you need to pay**

- 7.9 Unless you pay via:
- Direct Debit in line with the Direct Debit rules;

- a prepayment meter in line with section 13 'Extra terms if have a prepayment meter'; or
- we have agreed a payment plan with you in line with section 7.18 'Payment plans',

then your payment is due on the payment due date shown on the bill, so you need to pay in full by that date.

If there's no due date on the bill, your payment is due when we bill you – but we'll give you 14 calendar days from the date the bill was issued to pay.

## How you can pay

7.10 Payment methods that may be available are:

- Direct Debit, which means paying in line with the **Direct Debit rules**; or
- standard credit, which means paying in arrears by cash, cheque, card (online) or postal order; or
- via your prepayment meter if you're on a prepayment energy plan (see section 13 'Extra terms if have a prepayment meter').

But please note, your actual payment method will depend on the payment terms of:

- your energy plan (which can be found in that plan's specific terms); or
- any upgrade or offer that applies to you (which can be found in the relevant extra terms and conditions for that upgrade or offer).

## Direct Debit rules

7.11 Please see How do I pay (see [ovoenergy.com/help/how-to-pay](https://ovoenergy.com/help/how-to-pay)) for more details on paying by Direct Debit. When you agree to pay us by Direct Debit you agree that:

- **correct amount** - you'll pay the amount due at the time set out in your Direct Debit instruction;
- **account in credit** - you'll keep your energy account in credit by paying for the supply in advance;
- **failed Direct Debits** - you'll make sure there's enough money in

your bank account so that the Direct Debit is successfully taken on the due date. If not, we may: (i) add any amounts owing to your Direct Debit the following month and/or (ii) need you to pay the outstanding amount by another means and/or (iii) add any bank fees that we're charged as a result of failed Direct Debits to your bill. Please note, you may also be charged by your bank for any failed Direct Debit.

- **Direct Debit review** - we can review your Direct Debit anytime during your contract to make sure you're paying enough to cover the energy you're using.
- We can ask you to increase your Direct Debit amount anytime if prices change (in line with this contract) or you're using more energy than we estimated. If you don't do this by the date we give you, we can automatically increase your Direct Debit to an amount that means your account won't end up in debt by the date of your contract anniversary.
- We may reduce your Direct Debit if prices decrease (in line with this contract) or if you're using less energy than we've estimated. We'll only agree to reduce your Direct Debit payments if we have up-to-date meter readings for your account in line with [section 8.2 'Meter Readings'](#) and we're satisfied that your account won't end up in debt by the date of your contract anniversary.
- If there are any changes to the amount, date or frequency of your Direct Debit we'll notify you in advance of your account being debited.
- We can stop your switch to another supplier if your account is in debt in line with [section 10.2 'Switching to a new supplier'](#). If you notify us that you wish to switch away, your last bill or statement will be deemed a 'demand for payment' and you will need to pay off the balance in order to switch.

### **What happens if you don't comply with the Direct Debit rules**

7.12 If you've agreed to pay by Direct Debit but don't comply with the Direct Debit rules, we may:

- **bill you** - send you an ad hoc bill with the outstanding balance that's due for payment. You'll need to pay that bill in line with [section 7.9 'When you need to pay'](#).
- **remove your upgrades or offers** - remove your upgrade or offer.
- **change your plan** - transfer you to a different energy plan that is

appropriate to your payment method and meter type. This may be to the non-Direct Debit version of your energy plan (if we offer one). If your energy plan does not have a non-Direct Debit version, we may transfer you to the non-Direct Debit version of our standard energy plan. In either case, if we have to transfer you to a non-Direct Debit energy plan:

- **your charges may be higher because:**
  - the price per unit you pay for your energy and/or standing charges could be higher under the new energy plan; and/or
  - you may also lose any discount, bundle or reward you previously received because you were paying by Direct Debit.
- We'll give you at least 7 working days' notice if we're going to do this, so you have a chance to put things right.

### **Paying by other means**

7.13 If you're a member who's chosen to pay by credit (so long as the payment terms of your energy plan or your upgrade or offer allows you to), you'll be billed in line with section 7.4 'Bills and statements'. You must pay the amount you owe on the bill in line with section 7.9 'When you need to pay'.

### **Which energy plans will we switch you to?**

7.14 Where we have the right to move you to a different energy plan under this contract, we may move you to any suitable energy plan provided by OVO Electricity Limited (when we're selling you electricity) or OVO Gas Limited (when we're selling you gas), which may include brands other than OVO Energy.

### **Who needs to pay?**

7.15 If you're entering into this contract with other people (like your flatmate), you're each responsible for paying all amounts until they're paid in full. We can claim any money owed to us from any of the account holders. This could mean claiming it all from just one person.

### **What happens if you don't pay your bill?**

7.16 Please let us know if you're having difficulty paying your bill so we can try and help you. You can also see [ovoenergy.com/help/debt-and-energy-assistance](https://ovoenergy.com/help/debt-and-energy-assistance) for further

information about what to do if you're experiencing money worries.

If you don't pay your bills or any other amounts owing under your contract by the payment due date, then we may:

- ask you to pay a security deposit (see [section 3.9 'Ask you to pay a security deposit'](#));
- install a prepayment meter in your property (or switch your smart meter to prepayment mode) and bill you to install the prepayment meter in line with our Charges List at [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list)

**This will involve moving you to a different energy plan for prepayment meters and may mean you pay higher charges for your energy.**

- use any money we owe you, any security deposit you've paid to us, or any money you've paid into a different account you hold with us to pay off any money you owe us;
- add the amount of debt to your next bill;
- report any non-payment to credit referencing agencies which may affect your credit rating and/or fraud prevention agencies;
- charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe. Interest will build up from the payment due date and continue until you pay the overdue amount, plus interest;
- bill you with additional costs incurred in line with our Charges List at [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list)
- change your payment method;

**This may involve moving you to a different energy plan that allows for that payment type and may mean that you pay higher charges for your energy.**

**It may also mean you no longer benefit from upgrades and offers that may apply for a specific payment method (for example, a Direct Debit discount).**

- withdraw any upgrades or offers available to you;
- object to you transferring to another supplier until you've paid your account in full;

- change how often we send you bills;
- stop your supply if the circumstances mean that it isn't reasonable for us to carry on supplying you. For example, you've refused when we've asked you to either pay a security deposit, or have a prepayment meter installed;
- offer you a payment plan – see [section 7.18 'payment plans'](#) below;
- apply to the Department of Work and Pensions for payments towards your energy bills directly from your benefit payments under the 'Fuel Direct Scheme';
- engage the services of third party debt collection agencies in order to recover the debt;
- take action against you through the courts to recover the debt; and/or
- recover the costs we incur in trying to recover the money you owe us in line with [section 5.2 'What other charges might you have to pay?'](#).

### **How we'll use the amounts you pay**

7.17 We'll use the amounts you pay us to pay off any charges you owe us as we see fit. For example, we may put the amounts you pay towards your oldest outstanding charges first or pay off any other costs you owe us.

### **Payment plans**

7.18 If you're in debt or having trouble paying your bill, we may agree a payment plan with you. This could either be a plan which:

- pays us an agreed amount which is lower than your actual bill for a specific period of time; or
- allows you to spread the money you owe us over a period of time and at a rate that should be affordable for you. If you have a prepayment meter, we may ask you to make top-ups that more than cover the cost of the energy you're using, so you pay the debt back gradually.

The following conditions will apply to any payment plan we agree with you:

- you'll agree to a payment plan to pay for your energy use;
- you can pay off the full amount you owe anytime before the payment plan ends;
- while you still owe us money under the payment plan you can't change supplier – unless we agree to transfer your debt to your

new supplier in line with section 10.3 'Transferring debt to a new supplier';

- if you move home, you'll have to pay us the full amount you still owe under the payment plan, unless you ask to transfer the amount over to your new address and we agree to continue to supply you. We may set up a new payment plan for your new address;
- if you're paying off the money you owe us through a prepayment meter you must make the repayments we've agreed with you. You'll need to add more credit to your meter over and above the repayment we've agreed with you to pay for your ongoing energy use;
- if you fail to make any payment due under the payment plan, we can ask you to pay us the full amount straight away, pay us back faster, pay us in a different way, or take action against you through the courts to recover the debt (in addition to our other rights in section 7.16 'What happens if you don't pay your bill?');
- if we agree to let you pay less than the amount that's due to us for a period of time, this does not mean that we accept your payment in full and final settlement of the relevant amount. You're still responsible for paying the outstanding balance to us in line with the terms of the contract;
- we reserve the right to review the payment plan at regular intervals.

### **Charges over 12 months old**

7.19 We won't bill you or seek to recover costs from you for energy we've supplied to you where those charges are over 12 months old, except where:

- we've previously issued a bill and are seeking payment for previously billed charges;
- you've acted unlawfully or unreasonably, including:
  - if you haven't allowed us to access your meter to take a meter reading and provide you with an accurate bill;
  - if you've stopped us from billing you the correct amount because of your obstructive behaviour. This includes giving us incorrect information – like contact details or meter readings;
  - if you've tampered with your meter;
  - if your meter isn't operating correctly and you won't let us fix it;
  - if you've unreasonably avoided payment;

- we've reason to believe that you've made any fraudulent payments (see [section 7.20 'fraud'](#) below);
- we're allowed to do so under any energy legislation and/or any regulation (including our Ofgem licences or any other agreements, authorisations and codes or procedures that relate to us supplying energy).

## **Fraud**

7.20 If we reasonably believe you've taken any action which is fraudulent, including where you've:

- made a fraudulent payment to your account;
- benefited from a credit to your account, discount, interest payment or other reward as a result of a fraudulent transaction or any action which is not in line with these terms or any other terms and conditions which form part of your contract with us then:
  - we may debit your account with the amount that's been fraudulently credited or credited in error (including any processing fees charged by any payment merchant (see our Charges List here [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list));
  - we may ask you to immediately repay such amount to us or, where appropriate, agree a payment plan with you; and or
  - take any other steps we believe to be necessary including, but not limited to, removing any discount or reward applied to your account.

Where we believe that you've made a payment fraudulently (for example, you've made a payment to your account with a stolen debit or credit card) we'll pass on your details to the relevant authorities so that the matter may be investigated and any further action taken.

## **What if you think your bill is wrong?**

7.21 If you think we've made a mistake on your bill, please get in touch to let us know as soon as possible and we'll look into it. In the meantime, you have to pay the amount we're charging you – even though you may disagree with it. If we've made a mistake we'll amend your bill. If we haven't, you'll still have to pay us the full amount owing. We may ask you to give us extra information so we can investigate – such as meter readings if you don't have a communicating smart meter.



## **Our refund policy**

- 7.22 Our refund policy here [ovoenergy.com/refund-policy](https://ovoenergy.com/refund-policy) sets out more details about how we deal with refunds.

We can use any refund amounts to pay off any money you owe to us even if it's under a different contract you have with us.

If you leave us and are due a refund, it'll be paid once we've received the meter readings from your new supplier and sent you your last bill.

## **8. Meters and access to your property**

### **Meter readings**

- 8.1 We can ask you for a meter reading before we start to supply energy to you.
- 8.2 To help make sure your bills are accurate, you must also give us a meter reading at least once every calendar quarter (unless you have a functioning smart meter to do it for you automatically). We may also ask you for (and you agree to give) meter readings more often if there's a reason that we need them.
- 8.3 We may offer upgrades and offers that are only available to OVO members who give meter readings regularly. We'll detail exactly how often we need them in the extra terms and conditions for that upgrade or offer. Be sure to read these carefully. You may lose your upgrade or offer if you don't give your readings as often as we need.
- 8.4 If you don't give us a meter reading, you agree to allow us (or our agents) to read your meter. If we have to read your meter, we can ask you to pay a reasonable charge for our (or our agents') time and expense.
- 8.5 If you don't give us a meter reading and we can't take one, we'll estimate your meter reading. For further information please see how we estimate your bill here [ovoenergy.com/help/meter-readings](https://ovoenergy.com/help/meter-readings)
- 8.6 If you give us a meter reading, we'll use reasonable effort to make sure your next bill takes account of it.
- 8.7 If, in our reasonable opinion, the meter reading you've given isn't accurate, we won't use it. We'll try to contact you and get a new meter reading instead. If we can't get a new one, we can estimate your meter reading.
- 8.8 See [section 14](#) for extra conditions which apply if you have a smart meter.

## Providing a meter

8.9 You're responsible for making sure your property has the right **credit meter** or **prepayment meter** installed:

- a credit meter is a meter that doesn't have to be topped up in advance in order for energy to be supplied. This also includes a smart meter in credit mode; or
- a prepayment meter is a meter that's got to be topped up in advance before energy is supplied (the same applies if the meter is being used to recover debt). This can also include a smart meter in prepayment mode.

8.10 You're responsible for making sure your meter meets industry regulations for safety, accuracy and reliability – and that it can give us the information we need to supply and measure your energy use in line with your energy plan. You agree that we can make arrangements on your behalf to fit your property with a meter, plus the equipment that goes with it.

8.11 Unless you've chosen to fit your own meter (in which case you own the meter), a service provider (like a meter asset owner or the electricity network operator) owns your meter, even when it's installed at your property.

8.12 We may ask you to change your meter before we supply you if necessary in order to be able to supply you and we have no right to make those changes for you. In that case you'll need to arrange for this (at your own cost) before we can begin supplying you.

8.13 Your local electricity distributor and gas transporter is responsible for all the pipes, wiring and equipment up to your meter. We're not responsible for these, nor for their safety. You're then responsible for all the pipes, wiring and equipment that are on the property side of your meter. You're also responsible for how the meter is housed, including any external meter boxes (as well as their doors and covers). We're not responsible for these, nor for their safety.

8.14 Extra terms and conditions apply if you have a smart meter – see [section 14 'Extra terms if you have a smart meter'](#).

## Damage to your meter

8.15 You're responsible for making sure that your meter is not lost, stolen, damaged, or tampered with.

- 8.16 If you don't, you'll have to pay for any reasonable costs incurred by us (or a third party that we've instructed) to visit your property and work on the meter.
- 8.17 If you discover any damage, fault, tampering or other issue with your meter, you must tell us immediately.
- 8.18 If you've chosen to fit your own meter, we're not responsible for any faults or other issues with it.
- 8.19 If you and we disagree about the accuracy of the readings taken from your meter, we'll arrange for the meter to be inspected and tested. If the meter is found to be accurate, the cost of the inspection and testing will be paid by whoever believed it wasn't accurate.

### **Access to your property**

- 8.20 To make sure your meter works safely and correctly, we'll sometimes need access to your property. You agree to let us (and anyone working on our behalf), the gas transporter and the electricity network operator – companies that own the pipes and wires – into your property at reasonable times for any of the following reasons:
- for anything to do with your energy supply or the meter, pipes or wires. That includes reading a meter, as well as inspecting, repairing, swapping, testing, installing, isolating or removing the meter. It also includes changing the settings on a meter, or stopping your supply;
  - after your contract ends, to collect a meter or any other equipment that belongs to us;
  - so we can inspect or test a meter or connection that we don't own or provide. We may charge a fee for this, please see our Charges List here [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list) for details.
  - any other purpose that's allowed or necessary in line with any industry regulations that apply; or
  - if there's an emergency, or risk to life or property.
- 8.21 You have to make sure that access to the property is safe and we (or our agents) can get at your meter. If there's any obstruction, we may need to abort the visit or make you remove it at your own cost.

### **Charges in relation to meters**

- 8.22 You agree to pay our and our agents reasonable costs in connection with installing, moving, removing, inspecting, replacing or repairing your meter

(regardless of whether the meter has been supplied by you, a previous supplier, or us). Please see our Charges List here [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list) for details.

- 8.23 We won't charge you where any damage or fault to your meter was caused by something we've done or failed to do.
- 8.24 If you don't let us (or our agents) have access to your meter, we can ask you to pay for the reasonable cost of us (or our agents) getting access, including the cost of a warrant.

### **Time of use meters**

- 8.25 Time of use meters (for time of use energy plans) supply electricity at different prices at certain times and/or for a set number of hours each day. You should regularly check the time clock on your meter (where applicable) to make sure you're saving money by using 'off-peak' electricity. Just get in touch with us if you need help to check these times.

## **9. Changing your contract**

### **When we can make changes to your contract**

- 9.1 We can make changes to your contract anytime, including changing our pricing and payment methods. If we make changes, we'll make a copy of any new terms and conditions available on our website. Please check this page regularly to review updated terms. The date these terms were last updated is at the bottom of this page. Any changes will take effect from the date that we publish them on our website. If you don't have access to our website you can ask for a copy of our latest terms by getting in touch.

### **Changes that put you at a disadvantage**

- 9.2 If we make changes to your contract which put you at a disadvantage (including where we increase our prices), then we'll give you reasonable notice in an appropriate form to let you know about the change (reasonable notice being enough time for you to avoid the proposed change if you want to).
- 9.3 If you don't agree with the changes we're making, you can:
- switch to another energy plan with us as long as you cancel your contract with us and move to a new energy plan within 20 working days of the change or price rise coming into effect; or

- switch to another supplier, as long as your new supplier notifies us of this within 20 days working days of the change or price rising coming into effect. Your new supplier must start to supply you with electricity or gas reasonably soon after this.

You won't have to pay a termination fee for switching energy plan or supplier in these 2 scenarios.

If you switch to another supplier following a detrimental change to our terms, but still owe us money, we can object to the switch. If you want to switch away, you must pay all the money you owe. If you don't pay all the money you owe within 30 working days from the day we told you we have objected to your switch, and don't switch away, the changes will apply to you (including where we increased our prices).

9.4 Clause 9.2 and 9.3 won't apply to you if:

- the change or price rise is as a result of changing the way you pay, for example if we install a prepayment meter or you stop complying with the Direct Debit rules;
- we increase the cost of any additional charges payable under our Charges List [ovoenergy.com/energy-charge-list](https://ovoenergy.com/energy-charge-list)
- we automatically move you onto another energy plan in line with these terms;
- we withdraw or change any upgrade or offer, for example, OVO Interest Reward or OVO Self-Service Reward;
- we increase the amount of VAT you pay or an amount we're required by law to include on your bill;
- we supply energy to you under a deemed contract;
- we make changes to the contract if we're required to do so by Ofgem.

If any of the above apply, we'll give you notice, but you can't avoid the change.

### **Agreeing changes with you**

9.5 On top of our right to change your contract (as explained in clauses 9.1 and 9.2 above), we can agree changes to your contract with you anytime. It could be you or us who asks for those changes.

- If we want to agree any changes with you, we'll let you know what they are.

- If we ask you to agree changes to the contract, we'll only make those changes if you tell us you agree to them. If we tell you about a change we'd like to agree and we don't hear back from you in a reasonable time, then we won't make the change.
- If we agree a change in your contract, we'll write to you to confirm it as soon as possible.

## 10. Leaving us

### How you can end your contract with us

#### Moving house

10.1 If you're moving house and want us to keep supplying you at your new property, let us know. We'll set up a new contract for your new property, which will take effect in line with [section 3 'Joining us'](#). Although please note that your charges may differ for various reasons, for example your geographical location or meter types.

Otherwise you can end your contract with us if you're moving house and you don't want us to supply energy at your new property.

You need to tell us at least 2 working days' before you move out. If you do that, your contract will end on the date you move out, unless you still own your property on that date and no-one else has taken responsibility for it.

If you don't give us at least 2 working days' notice, your contract will continue until the earlier of:

- 2 working days after you tell us you've moved out (and give us any evidence we may reasonably ask for); or
- when someone else takes over responsibility for the energy.

This means if you delay in telling us about your move, you'll have to pay for any energy used after you moved out (including any standing charges that have accrued).

If you're moving house you must give us details of your new address so we can send you your final bill. If you don't give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

#### Switching to a new supplier

10.2 If you're switching to a new supplier you don't have to tell us – your

new supplier will tell us on your behalf. We may give your new supplier any relevant details to help with the transfer. But, we can object to any proposed switch in certain circumstances:

- if you owe us any money we can stop your switch to another supplier. This includes where you have been paying by Direct Debit but your account is in debt. When we receive payment for the outstanding money that you owe us, you'll be free to start a new switch. (So as well as paying this money, you'll need to get in touch with your new supplier to make sure that they'll register you as their customer). Our contract will continue until you've paid us all outstanding charges and your new supplier is properly authorised or registered to supply energy to you.
- we can also stop you switching to another supplier for certain other reasons that are allowed under industry regulations. This includes, for example, where you or a supplier has asked to switch by mistake.

### **Transferring debt to a new supplier**

10.3 We may agree to transfer your debt to your new supplier, but we will only do so where:

- your new supplier agrees to us transferring your debt; and
- your debt is below a pre-set industry value and in line with the industry debt transfer process.

### **Exit fees**

10.4 On some energy plans you may have to pay an exit fee if you cancel your energy plan before the fixed term expires. We'll always let you know if an exit fee applies and these will be detailed in the terms for the relevant energy plan or in your plan confirmation letter.

You won't have to pay an **exit fee** if:

- you cancel your energy plan during your cooling-off period;
- you cancel your energy plan because you've moved house;
- you complete a switch to another supplier anytime after the earlier of:
  - we give you your statement of renewal; or
  - 49 days before the fixed plan is due to end,

(unless you've already entered into a contract with us for a new fixed-term energy plan);

- you're leaving us because you don't agree with changes to your energy plan under section 9.3 'Changes that put you at a disadvantage';
- you're on a variable energy plan.

## **11. Our rights to end your contract**

### **When we can end your contract**

11.1 We can end your contract immediately if:

- we move you onto another energy plan in line with these terms;
- you do something which we consider is a serious breach of the terms of your contract with us, for example if you tamper with your meter, make a fraudulent payment, give us false or misleading information which results in us suffering loss or damage;
- your behaviour or conduct is unreasonable;
- you're using energy other than for the purpose for which we agreed to supply it;
- we're no longer able to supply you with energy, for example if we lose our licence;
- Ofgem asks another company to supply your energy;
- you end your contract with us under section 10.1 'Moving house' or 10.2 'Switching to a new supplier';
- you've failed to pay for your energy, cannot pay your debts, or have failed a credit check, and if we offer a prepayment energy plan and;
  - you've refused our offer of letting you pay through having a prepayment meter fitted; or
  - it's not reasonably possible for us to fit a prepayment meter;
- for any reason anytime prior to the supply start date (and you'll be notified in writing if we do so).

We can end your contract with us for any other reason at anytime but we have to give you 28 calendar days' notice of our intention to do so.



## **12. What happens when your contract ends**

### **Final meter reads**

- 12.1 When the contract ends, we may ask you to provide final meter readings. If you don't give us an accurate final meter reading and we don't receive final meter readings from another source (for example, from your new energy supplier), we'll be entitled to estimate your final meter readings. We may also charge you for the difference in the charges between the meter reading you gave (or that we estimated) and the next meter reading that we take or receive for the property.

### **Final bills**

- 12.2 We'll do everything we reasonably can to send you your final bill within 6 weeks of your contract ending. You'll need to pay that bill in line with [section 7.9 'When you need to pay'](#).

### **What if you owe us money after switching away**

- 12.3 Ending the contract will not affect any rights and responsibilities you had before the contract ended. This means that you're still responsible for paying any outstanding balance to us in line with the terms of the contract. And if we find out that some of the bills we've sent you were wrong after you've left us (for example if you didn't give a final meter reading) then once we've received the extra information, we'll send you a corrected final bill as soon as possible. You must pay that corrected final bill in line with [section 12.2 'Final bills'](#).

### **Transferring debt to your new supplier**

- 12.4 If you owe us money, we may object to your transfer in line with [section 10.2 'Switching to a new supplier'](#). But we can also agree with your new supplier to transfer your debt to your new supplier for them to collect. In that case we'll give them full details of the amount you owe and provide any information that's required to help the transfer of the debt happen.

### **What if there's money still in your energy account?**

- 12.5 If you have any money (credit) left on your account after we've sent you a final bill, you don't need to do anything, we'll refund you any amounts owing. All refunds will be made in line with our Refunds Policy here [ovoenergy.com/refund-policy](https://ovoenergy.com/refund-policy). You should contact us if you think your refund is wrong.

The exception to this is if you owe us money. In that case we can use any money on your account to pay off any amounts you owe us, even if they're under a different contract. For example, if you have separate gas and electricity accounts with us and you owe money on your gas account, we'll use any money left in your electricity account to pay it off.

We also won't pay you the money back if we can't get in touch with you or too much time passes (as described in [section 12.6 'Where we won't have to pay money back'](#)).

## **Where we won't have to pay money back**

12.6 We won't have to pay you this money back if:

- we've already made a reasonable effort to pay you the money as set out in our Refunds Policy here [ovoenergy.com/refund-policy](https://ovoenergy.com/refund-policy) and at least 12 months have passed since we told you the final amount we owe you;
- we can't send you the money we owe because you haven't given us a forwarding address and we've been unable to find you using the steps set out our Refunds Policy here [ovoenergy.com/refund-policy](https://ovoenergy.com/refund-policy) and at least 12 months have passed since the contract ended.

## **Your payment obligations continue**

12.7 This section 12 will still apply after your contract ends and we've sent you a final bill.

## **13. Extra terms if you have a prepayment meter**

By signing up to or switching to one of our prepayment energy plans, you're agreeing to comply with these extra terms & conditions.

### **Topping up**

13.1 You must top up your meter in advance in order to receive energy from us.

You need to keep your meter topped up to cover your energy charges and any other charges you might owe us (see [section 5.2 'What other charges might you have to pay?'](#)).

If at anytime you pay an amount that's less than the charges that are due to us, you must pay us the difference. We may collect any difference by adjusting your prepayment meter, unless you agree to make a one-off payment to us.

Your meter also needs to be topped up to receive our electronic updates.

Note that you might have to buy a minimum amount of credit each time you top up.

## **Billing**

- 13.2 We won't send you a monthly bill (because you'll pay charges by topping up your prepayment meter).

## **Joining a prepayment energy plan with a credit meter or prepayment meter that we don't support**

- 13.3 If you have a smart meter that we support, your smart meter will be switched to prepayment mode.

If you have a smart meter that we don't support, you may not be able to use all of its smart functions. In that case your meter will operate as a traditional (non-smart) meter.

If you join a prepayment energy plan with a credit meter, you agree to book a smart meter installation and have a gas and electricity smart meter fitted by us within 3 months of your contract start date. While you're waiting for your smart meter to be installed, you'll need to pay the agreed via Direct Debit or standard credit in line with [section 7.10 'How you can pay'](#). You may build up debt on your account if you fail to pay for the energy you use in this period.

We won't install a prepayment meter or switch your smart meter to prepayment mode unless it's safe and reasonably practical to do so.

You should note that a prepayment meter may be more expensive than other ways to pay for energy.

## **Switching to a prepayment energy plan with a smart meter**

- 13.4 If you have a smart prepayment meter and transfer supply over to us, your old supplier will convert your smart prepayment meter to a smart meter set in credit mode. They do this to make sure your supply continues during the switch process. We'll do the same if you decide to transfer the supply over to a different supplier. When we take over your energy supply we'll change the smart meter back to prepayment mode. But if there are any communication issues with your smart meter, we may have to leave your meter in credit mode. If this happens you'll have to pay for the energy you use via Direct Debit or standard credit while the meters remain in

credit mode (see [section 7.10 'How you can pay'](#) for more details on how you can pay us). If you don't, you may build up a debt on your account.

### **What happens if you can't get a prepayment meter?**

13.5 Not all OVO members will be able to have prepayment meters. We may not be able to install prepayment meters in your home for practical or technical reasons. This includes whether or not we're currently installing smart meters in your area and whether or not your property is suitable (for example, meters won't be installed if there's anything blocking access to the meter).

### **Transfer to a different energy plan**

13.6 If you join a prepayment energy plan with a credit meter, and we're unable (for any reason) to install gas and electricity smart meters within 3 months of your contract start date – including because we haven't been able to access your property to install the meter – then we may transfer you to our standard variable energy plan for your meter type. In that case, if we have to transfer you:

- your charges may be higher than on your prepayment energy plan;
- you'll have to pay in advance by Direct Debit or standard credit, (see [section 7.10 'How you can pay'](#) for more details on how you can pay us).
- you may accrue a debit balance on your account which you'll need to pay.

### **Switching from prepay to a credit meter**

13.7 If you have a prepayment meter and want to change to a credit meter, we may arrange for your prepayment meter to be replaced by a credit meter (or, in the case of a smart meter, changed from prepayment mode to credit mode) as long as:

- we offer (and you agree to) a credit payment energy plan;
- you don't owe us any charges at the time you ask us to change the meter;
- you pass our credit check; and
- you pay us any security deposit we may ask for as a condition of changing your meter.

We can also ask you to pay our reasonable cost for swapping your meter.

## **If you're using a prepayment meter to pay back money you owe us**

- 13.8 If you've got into debt and are paying off the money you owe us through a prepayment meter, you must make the repayments we've agreed with you to make sure you pay back the money you owe us. You'll need to add more credit to your meter over and above the repayment we've agreed with you to pay for your ongoing energy use.

You should always stick to any payment schedule we've agreed with you, if you don't we can:

- ask you for the full amount straight away;
- increase the weekly rate at which you're paying off the debt;
- change the way we ask you to pay us back;
- take any of the steps listed in [section 7.16 'What happens if you don't pay your bill?'](#).

## **Costs to do with your prepayment meter**

- 13.9 We may recover our (or our agents) reasonable costs of visits to your premises if you've contacted us to tell us that you've run out of credit due to a fault with your prepayment meter and we can't find a fault and the visit results in credit being added to your prepayment meter. If you behave in an unreasonable way by requesting more than 2 such visits to your premises within a 12 month period and on each occasion we can't find a fault with your meter, we may replace your prepayment meter with a smart prepayment meter so that smart functionality is available to us and we're able to manage your energy supply remotely.

## **Discretionary top-up credit**

- 13.10 If you've run out of gas or electricity and are unable to top up, you may be able to access discretionary emergency credit. This emergency credit facility is entirely discretionary and you are not guaranteed emergency credit. You'll have to pay back any emergency credit that we give you - usually in installments. This is in addition to any energy usage charges (such as standing charges) that may build up while you're using the emergency credit. You may be disconnected if you fail to repay.

## **Unused credit**

- 13.11 You can only get a refund for any unused credit if you leave us. If you have any credit left on your meter (as long as it's over £1 and you don't owe us any money) we'll refund this to you in line with our Refunds Policy here [ovoenergy.com/refund-policy](https://ovoenergy.com/refund-policy).

## **Switching to another supplier**

- 13.12 If you have outstanding debt and you're switching away from us for any reason, we can object to your switch unless you and we agree with your new supplier that all outstanding charges will be transferred to them (in line with the relevant industry Debt Assignment Protocol).

## **Price changes**

- 13.13 If we change our pricing in line with section 9 'Changing your Contract', and you have a traditional prepayment meter, you'll start to be charged at the new rates once you have topped up. If you have a communicating smart meter, you may be charged at the new rates from the time those new prices take effect.

## **14. Extra terms if you have a smart meter**

### **How do smart meters work?**

- 14.1 The smart meter will record information about your energy use.

If you have a smart meter and it's working and communicating correctly with our systems, we may use your smart meter to manage your energy supply remotely, without visiting your property. That could include reading, repairing or updating your smart meter, switching it from credit to prepayment mode (or vice versa), disconnecting your supply (in the circumstances we've set out in your contract) or monitoring the energy you use.

We may also receive information about how your smart meter is working (for example, if it has any faults or has been tampered with) and other details that help us manage your account. By having a smart meter installed, or if you have a smart meter installed in your property, you're agreeing to let us do this.

If another supplier installed your smart meter, you or we may not be able to use all of its functions.

For information about how your smart meter works, please see Smart Meters – all you need to know at [ovoenergy.com/smart-meters](https://ovoenergy.com/smart-meters) or get in touch for a copy.

## **Agreeing to share smart meter information**

14.2 If you have a smart meter and it's working and communicating correctly with our systems, you'll no longer have to give us meter readings because we'll receive these automatically from your smart meter. In some cases (for example, if your smart meter fails or "drops off" the network and stops sending us your meter readings) you may still need to submit readings, or we may have to estimate some of your bills. You agree to enable your smart meter to send us smart meter readings for as long as we supply your energy.

## **Using your smart meter information**

14.3 Our privacy policy describes how we'll use the smart meter, the smart display and the information received from your smart meter. This includes for:

- producing accurate bills;
- industry settlement (the industry process for charging energy suppliers for the difference between how much energy they purchase, and how much their customers actually use);
- purchasing energy (with a much more accurate picture of consumption and demand, we can match our energy purchases to actual demand);
- giving you energy-saving insights and actions as a result of your energy use;
- giving you information about products or services that may be of interest to you;
- research and analysis, creating statistics and testing computer systems;
- to allow us to keep to our responsibilities or to exercise our rights under the contract and under any industry regulations.

You agree that our rights under the contract apply as well as our other rights under any industry regulations in connection with any smart meter installed at the property.

## **Choose how often you share your smart meter readings**

14.4 We give you the chance to choose how often your smart meter sends us meter readings. Normally this will be once a day, unless we've agreed with you that we'll collect more frequent readings or you've told us that you want to share monthly readings instead. You can change this anytime by getting in touch with us.

You should note that some of our energy plans, upgrades or offers may require you to choose a specific frequency of meter reads (such as half hourly) - and you may not be able to take advantage of those energy plans, upgrades or offers if you select less regular readings. If specific meter reading requirements apply to your energy plan, upgrade or offer, we'll make sure you see the extra terms before you agree to that energy plan, upgrade or offer. Please check these extra terms carefully - as you may lose (or not get the full benefit of) that energy plan, upgrade or offer if you don't give meter readings as often as we need.

We may also occasionally take more frequent meter readings where we have reasonable grounds to do so (for example, suspected theft, to help with accurate billing).

### **In-home display**

- 14.5 The smart display will allow you to see the amount of energy you're using and give an indicative cost of it – as you use it. But the costs shown on the smart display may not exactly match up to the amounts that appear on your bill. This is because it won't account for VAT, any upgrades, offers, or rewards or any additional charges you might have to pay (like missed appointments).

### **Who owns the smart meter and display unit?**

- 14.6 Both the smart meter and display unit belong to us (or our service providers).
- 14.7 The display unit is linked to the smart meter in your property. It won't work with another smart meter. If you move house, you must leave the display unit behind.

### **Looking after your smart meter and display unit**

- 14.8 You must take reasonable care not to damage or interfere with the display unit. If you break it, you'll have to pay for us (or our agents) to come to your property and repair it or pay for a replacement if necessary.
- 14.9 You must tell us straightaway if:
- the smart meter or display unit gets damaged or stops working properly;
  - you think that the smart meter or display unit has been tampered with; or



- anything happens to the display unit or smart meter that might prevent us from being able to read your meter (for example, if you're having building work done and you have to move it or put it in a box) or it has "dropped off" the network so it is no longer able to communicate with us.

## **Switching away**

14.10 If you switch away from us then you may not be able to use all or any of the smart meter functions.

## **Can you get a smart meter?**

14.11 Not all OVO members will be able to have smart meters. We may not be able to install smart meters in your property for practical or technical reasons. This includes whether or not we're currently installing smart meters in your area and whether or not your property is suitable (for example, meters won't be installed if there is anything blocking access to the meter(s)).

## **15. Extra terms if you take an upgrade or offer**

15.1 We may from time to time offer upgrades and offers. For example, Green Electricity, Green Gas or OVO Beyond. We'll set out extra terms and conditions that relate to that upgrade or offer, so please check these carefully. You may need to check that you're eligible. By signing up to one of our upgrades or offers, you're agreeing to comply with the relevant extra terms.

## **16. When we can stop supplying you**

16.1 We can refuse to supply you, suspend or disconnect your supply for the following reasons:

- if you or we have ended the contract, in line with its terms;
- if there's an emergency, or risk to life or property;
- if your behaviour or conduct is unreasonable;
- if your supply has been stopped either by us, the gas transporter, the network operator or another supplier, and the terms of our licences mean that we don't have to reconnect you or continue to supply you. For example, if you've tampered with your meter;
- if you haven't paid your bills despite us sending you several reminders;

- if we're prevented from supplying your energy due to circumstances beyond our reasonable control;
  - if Ofgem, the gas transporter or the network operator tell us to stop supplying you, or any law relating to the supply of energy says we can legally stop supplying you. That includes our licences as well as any other agreements, authorisations, codes and procedures to do with us supplying energy;
  - if you've refused when we've asked you to pay a security deposit, or to have a prepayment meter installed.
- 16.2 If anything you've done or failed to do something which has caused your energy supply to be disconnected, stopped or changed, you may have to pay a reasonable charge to restore your supply.

## 17. Complaints

- 17.1 We guarantee certain standards relating to appointments we make with you and metering problems you may have. The service levels we are obliged to meet, and the compensation arrangements which apply, if these are not met are set out in our Guaranteed Standards. You can find details of these Guaranteed Standards here [ovoenergy.com/help/guaranteed-standard-of-performance-gsop](https://ovoenergy.com/help/guaranteed-standard-of-performance-gsop)
- 17.2 We hope that you're always happy with the service you receive from us, but if you're not and you want to make a complaint, you can follow our complaints procedure here [ovoenergy.com/feedback](https://ovoenergy.com/feedback) or call 0330 303 5063 if you'd like us to send you a copy.
- 17.3 You may be able to refer your complaint to the Ombudsman Services: Energy ([ombudsman-services.org/energy](https://ombudsman-services.org/energy)). It's a free and impartial service that sorts out disputes between energy companies and customers. See our complaints procedure for more details on when and how you can get in touch with the Ombudsman.

## 18. National terms of connection

- 18.1 If we supply you with electricity under this agreement you're also entering into a standard connection agreement with your local electricity network operator.
- 18.2 We're acting on behalf of your electricity network operator. 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 which sets out rights and duties

in relation to the connection where your electricity network operator delivers electricity to, or accepts electricity from. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6<sup>th</sup> Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P, or phone 0207 706 5137, or see the website at [connectionterms.org.uk](http://connectionterms.org.uk).

## **19. General terms**

### **Our responsibility to you for loss or damage**

19.1 If you suffer any loss or damage as a direct result of something we've done, our maximum liability to you will be no more than £100,000 per event or series of events if they're connected.

19.2 We are not liable (responsible) for any:

- financial loss or damage, such as lost profit, wasted expenses, income, business, opportunity, contracts or goodwill;
- any losses that are not our fault, or that we could not have reasonably expected when we entered into this contract;
- loss that you suffer under any contract or other relationship with any other person.

19.3 We don't exclude any liability for anything that we aren't allowed to exclude by law, including death and personal injury.

19.4 If our gas transporter or network provider causes you loss, we'll only be liable to you for an amount equal to the maximum amount we're able to reclaim from them.

### **How we use your data**

19.5 We need to collect certain information about you in order to supply you with energy and manage your account. We take the protection of your personal data very seriously and want you to feel comfortable with how it's used. We'll use your personal data in line with our Privacy Policy at [ovoenergy.com/privacy-policy](http://ovoenergy.com/privacy-policy) for more information about how your data is collected and used.

### **Violence and aggression**

19.6 We'll always do our best to help you but we don't tolerate violence, physical aggression or abuse (written or verbal) towards our staff or agents. If it happens, we can take legal action or report it to the police.

## **Transferring your rights and responsibilities under the contract**

19.7 We can transfer any of our rights or obligations under this contract without your permission. But you must not transfer your rights or obligations under this contract to anyone without our permission.

## **Notices**

19.8 If we need to give you a notice for any reason in connection with this contract, we may deliver it by hand or using the postal address and/ or email address that you've most recently given us, or via your online account dashboard, or within our mobile app:

- if we post a notice to you, it'll be assumed to have been delivered 2 working days after it was posted; and
- if we deliver a notice to you by hand or by via your online account dashboard, within our mobile app or to your nominated email address, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).

## **Other things to know about this contract**

19.9 We can enforce any of our rights under this contract even if there's a delay in doing so, for example, if there's a delay in us making a demand for any money you owe us.

19.10 The clauses in this contract all apply separately so if any court or authority, for example Ofgem, tells us that a certain clause is unenforceable, the rest of the contract will still apply.

19.11 This contract is governed by the laws of England and Wales if your property is in England or Wales, and in Scotland if your property is in Scotland. If there's any dispute between us, it'll be dealt with by the courts of England and Wales if your property is in England or Wales – and by the courts of Scotland if your property is in Scotland.

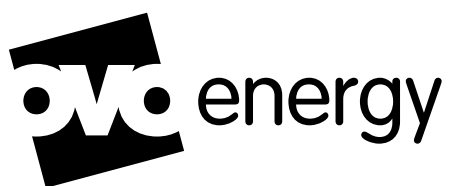
## **20. OVO Foundation**

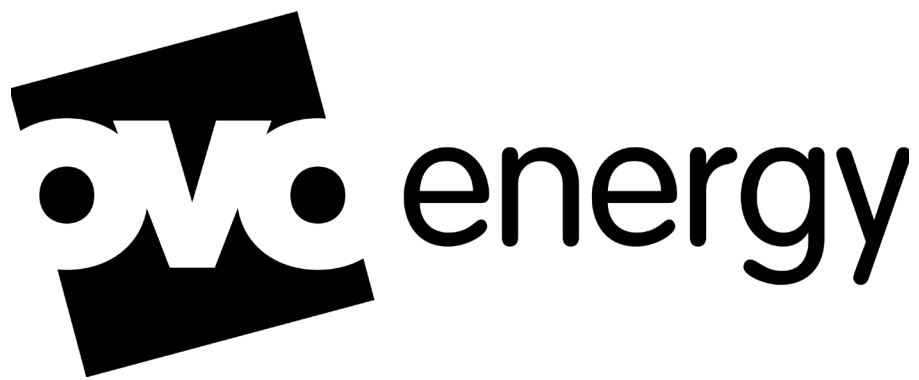
20.1 If you are an OVO Energy member, you may choose to donate to The OVO Charitable Foundation ('OVO Foundation').

20.2 You can opt in or out of this donation anytime during your contract or change your donation value through your online account.

20.3 The OVO Charitable Foundation ('OVO Foundation') is a registered charity (registration number: 1155954) and company by guarantee (registration number: 08908420). Its registered address is 1 Rivergate, Temple Quay, Bristol, United Kingdom, BS1 6ED.

**Date published: 31<sup>st</sup> January 2020**





**Better Smart**

Terms and Conditions

Last Updated: 17 June 2020

These terms and conditions apply if you've chosen, and we've agreed to supply you, on our Better Smart plan.

These terms and conditions are on top of, and do not replace, our Core Energy Supply Terms and Conditions

<https://www.ovoenergy.com/terms> (Core Terms)

In the event of any conflict between these terms and the Core Terms, these terms will win out.

Any terms defined in the Core Terms will have the same meaning when used in these terms.



# 1. Eligibility

The Better Smart plan is only available for members who meet certain criteria. In order to take up, and remain on, our Better Smart plan you must meet each of the following:

(a) **Be a new member**

You must be a new member of OVO. This means that on the date that you apply to be supplied by us on the Better Smart plan, you must not already be on supply with:

- OVO Electricity Limited (when we are selling you electricity); or
- OVO (S) Gas Limited or OVO Gas Limited (when we are selling you gas).

This includes under the following brands: OVO Energy, Boost, LUMO, SSE, Scottish Hydro, Southern Electric, SWALEC or Atlantic.

(b) **Existing meter requirements**

On the date that you apply to be supplied by us on the Better Smart plan, you must take your supply through a traditional meter (not a smart meter or a pre-payment meter).

(c) **Agree to have a smart meter installed**

You must agree to have a smart meter installed at your property for gas and/or electricity (as applicable) as described in the section 'Smart Meter Installation' below.

(d) **Account Management**

You agree to receive all communications from us electronically, including bills, price changes and other information about your account, and any other notices we need to send you. We may send this information to you via your online account dashboard, within our mobile app or to your nominated email address. This includes documents relating to your core energy supply, such as changes to terms and conditions, bills and statements, price change and contract end notices and plan information labels. You waive your rights to receive our communications by any other means.

This won't apply:

- where you're on the Priority Services Register (see [ovoenergy.com/help/priority-services-register](https://ovoenergy.com/help/priority-services-register) for more information); or
- if we agree that digital communications are not right for you due to circumstances beyond your control.

Unless the exceptions above apply, we may charge you an administration fee for postal communications in line with our energy charges list here [ovoenergy.com/energy-charge-list](https://www.ovoenergy.com/energy-charge-list).

You agree to give us accurate personal details, including your nominated email address, and to keep these details up to date. You're responsible for the continued accuracy and validity of the email address you supply.

(e) **Other requirements**

You must:

- not receive FiT payments from us under the Feed-in Tariff scheme

- comply with these terms and conditions and the Core Terms <https://www.ovoenergy.com/terms>

**If at any time you don't meet any of the above eligibility criteria, we may end this agreement for the Better Smart plan and transfer you to the cheapest variable energy plan available for your meter type and payment method. In that case you might pay higher unit prices and standing charges on a variable energy plan, and these could change at any time.**

## 2. Smart Meter Installation

By signing up to the Better Smart plan you're registering your interest for a smart meter. This means we may contact you in the future to discuss a smart meter installation.

- 2.1 **Do I need a smart meter?** Better Smart is designed to work with a smart meter. Unless we agree otherwise, in order to take up and remain on Better Smart you must:
- (a) on the date that you apply to be supplied by us on the Better Smart plan, have a traditional 'dumb' meter for gas and electricity already installed at your property; and
  - (b) book a smart meter installation to have a gas and electricity smart meter fitted by us within 3 months of signing up for Better Smart.
- 2.2 **Am I eligible for a smart meter install?** Not all OVO members will be able to have smart meters. Sometimes we can't install smart meters in homes for practical or technical reasons. For instance, we might not be currently installing smart meters in your area or your property might not be suitable (for example, smart meters won't be installed if there's anything blocking access to your current meter(s). Sometimes we won't know this until an engineer's been to your home. If we can't install a smart meter in your home, we'll let you know.

**2.3 What if I don't book a smart meter install?** If you don't book a smart meter installation and have a gas and electricity smart meter fitted by us within 3 months of signing up for Better Smart, then you'll no longer be eligible for the plan.

In that case, we may end this agreement for the Better Smart plan and transfer you to the cheapest variable energy plan available for your meter type and payment method. In that case you might pay higher unit prices and standing charges on a variable energy plan and these could change at any time.

**2.4 What if OVO can't install a smart meter?** Unless we agree otherwise, if we can't install gas and electricity smart meters within 3 months of you signing up for Better Smart, then you'll no longer be eligible for the Better Smart plan. This includes (but is not limited to) the following scenarios:

- you don't book a smart meter installation
- you cancel your smart meter installation booking
- you haven't kept an agreed appointment with us
- you refuse our engineer access to your property
- you give us incorrect information during your sign up journey
- you already have a smart meter
- we can't get access to your meter
- we can't get safe access to your property

In that case, we may end this agreement for the Better Smart plan and transfer you to the cheapest variable energy plan available for your meter type and payment method. In that case you might pay higher unit prices and standing charges on a variable energy plan and these could change at any time.

If you're ineligible for a smart meter for gas and/or electricity (as applicable) for a technical or practical reason outside of your control, we may allow you to remain on the Better Smart plan for the relevant fuel while you're ineligible due to that technical reason. This may include (but is not limited to):

- we're not currently installing smart meters in your area
- there are no smart meter booking slots available within 3 months of you signing up for Better Smart

**2.5 What if I have a smart meter installed by another supplier?** Sorry, you're not eligible to join our Better Smart plan.

- 2.6 **How can I book a smart meter installation?** To book a smart meter installation please go to <http://smart.ovoenergy.com/>
- 2.7 **What if I'm a tenant?** If you're a tenant, it's up to you to get your landlord's consent to the installation of your smart meter.

### 3. Energy Charges

- 3.1 Your energy charges will be fixed for a period of 12 months from your plan start date. Your **plan start date** will be the date your electricity and/or gas supply(ies) transfers from your previous supplier(s) to us. Where both your electricity and gas supplies are being transferred, then the plan start date will be the later of the two transfer dates.
- 3.2 Your energy charges will be on a single standing charge and unit rate basis (or two unit rate basis for metered economy 7 electricity) and will be based on our prices for your area, meter type and the payment method that you opted for (and may change if you change area, meter type or payment method).
- 3.3 You agree to pay VAT and any other taxes or duties at the applicable rate. We'll also charge you any amount that we have to include on your bill (for example, if the government sets up a scheme for members to pay for energy-efficiency measures through energy bills).

### 4. Paying Us

- 4.1 You must pay your bills on time.
- 4.2 Where you pay by Direct Debit, this means:
- a Direct Debit of at least the recommended amount (or more) is successfully taken on the due date set out in your Direct Debit instruction;
  - you'll keep your energy account in credit by paying for the supply in advance
- 4.3 Where you pay by standard credit, this means:
- you'll pay in full on the payment due date shown on the bill. If there's no due date on the bill, your payment is due when we bill you - 14 calendar days from the date the bill was issued.
- 4.4 If you don't comply with this payment condition, we may (in addition to the solutions set out in our Core Terms) end this agreement for the Better Smart plan and transfer you to the cheapest variable energy plan available for your meter type and payment method. In that case you might pay higher unit prices.

es and standing charges on a variable energy plan and these could change at any time. You may not be able to switch back to the Better Smart plan at any point in the future.

## 5. Plan Term

Your Better Smart plan will end:

- i. 12 months after the plan start date (**Fixed End Date**); or
- ii. immediately when you move home, change to another OVO Energy plan or change supplier.

## 6. Early Exit Fee

If you change your supplier or plan for electricity or gas, or both, before the Fixed End Date, we may apply a termination fee of £30 in respect of each such fuel (**Early Exit Fee**). You agree to pay any such Early Exit Fee and agree to us taking this fee by Direct Debit.

## 7. End of your Fixed Plan

7.1 If your fixed energy plan ends and you haven't asked us for a new energy plan:

- we'll automatically transfer you to the cheapest variable energy plan available for your meter type and payment method; and
- you might pay higher unit prices and standing charges on a variable energy plan and these could change at any time

If within 20 working days of the end of your fixed energy plan you:

- decide to leave us and your new supplier notifies us that you're switching and that switch takes place within a reasonable period; or
- you enter into a new energy plan with us

then we'll keep your charges the same until you switch to your new supplier or start your new energy plan.

## 8. Other Things You Should Know

Changes to these terms and conditions – we may change these terms and conditions at any time in line with our Core Terms.

This plan is subject to availability. We reserve the right to refuse or withdraw the Better Smart plan at any time.