

Introduction

These are the latest terms and conditions for your agreement with us to provide your energy supply. Please read these terms carefully as they outline your commitments to us and our obligations to you. All the terms listed are legally binding. We may update these terms from time to time and publish updates on our website at <http://www.goto.energy>

If you have any questions, please email us at contact@goto.energy

Definitions

We, us, our is GOTO Energy (UK) Limited, registered in England and Wales with company number 09844990. Our address is Office 23, 2nd Floor, Innovation House, Discovery Park, Sandwich, Kent, CT13 9FF. Our company and its staff are the people behind your energy supply.

You, your, customer is the person (or people) who agree(s) to the terms of this agreement. You may be the owner or occupier of a household or microbusiness that already receives its energy from us, and so may have previously had a deemed contract with us.

Agreement includes all the relevant information that forms the basis of our relationship with you, including any online application, these terms and conditions (which we may vary from time to time) and any documents these terms may rely on.

Credit meter is any meter that does not need prepayment as a condition of your supply.

Deemed contract is a term used by the energy industry and outlined in paragraph 3 of Schedule 6 of the Electricity Act 1989 and in paragraph 8 of Schedule 2b of the Gas Act 1986 to describe any agreement between you and us to supply energy to the property that is not a formal contract. For example, you will be a deemed customer if you recently moved into a property that we supply energy to, and you have not agreed a formal contract with us.

Direct-debit tariff is the tariff that will apply for energy supplied to you, where you have a credit meter and pay for your energy by direct debit.

Energy is the gas or electricity (or both) we sell to you under the terms of this agreement or under a deemed contract.

Exit fee is the fee you must pay if you end your agreement with us.

Fixed-rate tariff is any plan for supplying energy where the unit rate we charge is fixed for a period of time, as was advertised when you signed up.

Metering equipment is your meter and other equipment that records how much energy we supply to the premises. We may refer to metering equipment as 'smart'. A smart meter is simply a meter which updates us about your energy use without us needing regular access to your premises.

Microbusiness is a business that employs fewer than 10 people (or their full-time equivalent) and has an annual turnover or balance sheet of no more than £2million, or uses no more than 100,000 kWh of electricity per year, or uses no more than 293,000 kWh of gas per year.

Ofgem (the Office of Gas and Electricity Markets) is our regulator. Ofgem sets the rules regulating your energy supply and how the energy markets in Great Britain operate.

Pay-on-receipt-of-bill tariff is the tariff that will apply for energy supplied to you, where you have a credit meter but do not pay for your energy by direct debit.

Payment schedule means the payment schedule which we gave to you when you signed up. It sets out the rates that will apply to your tariff.

Premises is the property we will supply energy to under this agreement. The energy you use will be only or mainly for domestic purposes, and if you run a microbusiness you must tell us.

Prepayment tariff is any plan for supplying energy which uses a prepayment meter. Under a prepayment tariff you pay for your energy in advance.

Security deposit is an advance payment that covers charges that we may ask you to pay in the future. We decide the amount of the payment on a case-by-case basis.

Supply covers all the energy that is distributed to you by the relevant gas local distribution system or electricity distribution network.

Supply end date is the date after which we are no longer responsible for supplying energy to your premises.

Supply start date is the date we start to supply energy to your premises, if this agreement is not a deemed contract.

Variable-rate tariff is any plan for supplying energy where the unit rate we charge can rise or fall according to market conditions (so prices may vary from those advertised when you signed up to our supply). We will tell you about any price changes at least 30 days before they come into effect.

Welcome pack is the electronic notice we send you to confirm the agreement you have made with us. This includes any letters sent to confirm details of a deemed contract.

Working day is any day other than a Saturday, Sunday or bank holiday, as defined by the Banking and Financial Dealings Act 1971.

1. Enrolment – the start of your contract

In accepting the terms and conditions of this agreement, you declare that you are over the age of 18 and that you are authorised to commit to and pay for the energy supply covered by this agreement. You agree that you will use the energy only or mainly for domestic purposes. You will not use the energy to run a microbusiness, unless you have told us first.

If you have taken responsibility for a property that we already supply energy to, by continuing to receive our energy supply you accept these terms and have a deemed contract with us. You may want to contact us to discuss a new contract that is not a deemed contract, as cheaper tariffs may be available.

Whether or not you have used an introductory agent (such as a comparison website), we have the right to check with credit-reference agencies to make sure you are able to pay for your energy. We will pay for this credit check. The result of this check may limit the range of tariffs available to you or may mean you have to provide a security deposit, as set out in clause 2.4 of these terms.

Clause 7 of these terms sets out our liability to you, and also what we are not liable for.

This agreement will start either from the date we agree to become responsible for your energy supply or (if you have a deemed contract) from when you become responsible for the premises we supply the energy to, whichever is earlier.

You agree that we can tell your existing supplier to end your current supply agreement and to switch that supply to us.

We will begin supplying your energy as soon as possible after you ask us to. We will tell you when we expect this to be. However, the actual supply start date may change due to reasons that are outside of our control.

We are not responsible for any charges you owe your previous supplier as a result of you switching supply to us.

We provide most of our services, including your bill, online. It is your responsibility to make sure that you are able to access your account online and that we have a valid email address for you at all times. If you choose other methods of communicating with us, or you don't provide a valid email address, we may add charges to your account to cover our costs.

2. Paying for your energy use

You will be responsible for paying us for the energy we supply until the supply end date. This agreement ends when you officially no longer use our energy.

For both electricity and gas, we measure the energy you use in kilowatt hours. If you have a fixed-rate tariff, we will calculate your charges using the rates agreed in that tariff. If you have a variable-rate tariff, we will calculate your charges using the rates that apply during the period we are supplying the energy. Depending on how you pay for your energy, either

fixed-rate tariffs or variable-rate tariffs may be classed as direct-debit tariffs or pay-on-receipt-of-bill tariffs. The tariff rates are listed in your payment schedule.

We will also charge a daily service charge for connecting your premises to the energy supply. This is often referred to as a standing charge and it will appear on your bill as a number of pence per day.

All energy suppliers must pay charges to operate their networks and meet government obligations. These charges form part of the standing charge and may go up or down as a result of a change to the law or as instructed by our regulator. Any changes to these charges will result in a change to your standing charge.

We will add VAT to all charges at the appropriate rate. As long as your energy supply is only or mainly for domestic use, the VAT rate is currently 5%.

If it applies, we will act in line with the direct debit guarantee scheme.

2.1 Credit meters

This section applies if you have a credit meter.

As a customer with a credit meter, you must keep your account in credit by paying for your energy supply in advance, either by direct debit if you are on a direct-debit tariff, or when you receive your bill if you are on a pay-on-receipt-of-bill tariff.

The amount you have to pay is based on the estimates you provided when you signed up. We will review the amount several times a year and may adjust it depending on the actual energy you have used.

If you don't make a payment or are late paying your direct debit, this can harm your credit score. If you make regular payments, on time, this can help maintain or build your credit score. We will take our charges for providing energy from the amount you top up.

You can change from a direct-debit tariff to a pay-on-receipt-of-bill tariff.

If you do not keep up your direct debit with us, and instead pay for your energy when you receive a bill, from the date you cancel the direct debit you will be charged for your energy on the pay-on-receipt-of-bill tariff.

If you change to the pay-on-receipt-of-bill tariff and no longer pay by direct debit but instead pay for your energy when you receive a bill, we can ask you to pay a security deposit.

We will carry debit and credit balances forward to your next monthly bill.

Your first payment will be 15 days from when we receive your request for us to supply your energy.

You will pay all further payments monthly, on the same day of the month as the supply start date (or any other date of the month you choose).

2.2 Other customers

This section applies if you are a deemed contract customer or if you are otherwise not a credit meter customer or a prepayment meter customer.

We calculate all charges for the energy you have used as recorded by the metering equipment installed at the premises in any relevant billing period. We advertise our rates on your tariff plan, which you can find in our Welcome Pack, in the payment schedule or in your online account portal.

2.3 Meter readings and bills

We will use any meter readings you or an authorised meter reader gives us to calculate accurately how much energy you have used. If no up-to-date meter reading is available, we will use industry-standard methods to estimate the energy used.

Estimating energy used over a long time can lead to significant inaccuracies in bills. So that we can provide the best service possible, we encourage you to take regular meter readings. You can send these to us in a number of convenient ways, including by email or text, on our mobile app, or through our online account portal.

In order for us to ensure you are paying the right amount for your energy we will send a request that you provide us with meter reads every 30 days (to ensure your charges are accurate we require a read at least every 60 days).

If we do not receive regular meter reads this may impact on any requests to reassess payment amounts or issue credit refunds.

Once we have issued your account balance or invoice, you must either pay the amount shown using the payment method you have chosen where you have a pay-on-receipt-of-bill tariff or pay the agreed amount by direct debit if you have a direct-debit tariff.

2.4 Security deposits

We can ask you for a security deposit before you switch to us as your supplier. Whether we ask you for a security deposit will depend on your credit score. We can also ask you for a security deposit if you:

- change from a prepayment tariff or credit meter
- repeatedly fail to pay a direct debit if you are on a direct-debit tariff, or
- pay your bill after the date it was due if you are on a pay-on-receipt-of-bill tariff.

We may refuse to start supplying your energy until you have paid us a security deposit. The amount of deposit we ask for will depend on your circumstances, and typically will not be more than four and a half times the value of the energy we expect you to use each month. We will refund security deposits once we are satisfied that you will not have any difficulty paying your bills. We will review these arrangements every three months.

We may use the security deposit to pay your bill if you have not paid the bill after the date it is due. We may stop supplying you with energy if we have to use the security deposit to settle a bill.

If you don't pay us a security deposit, or the amount you do pay is not enough to settle your bill, we may start proceedings to recover what you owe us. This may involve using a debt-recovery agency. If we do this, we will keep to our privacy policy at all times.

Asking for a security deposit may cause a delay in supplying your energy. We do not accept responsibility for any charges that you owe your old supplier.

3. Further charges on your bill

In some circumstances, we may add charges to your account for extra services. We will do this fairly and will only charge our actual costs. If you need any service which we will charge extra for, we will tell you the amount at the time you agree to that service.

Your bill may also include the following charges.

- ▶ The cost of carrying out work to your metering equipment, such as inspecting or installing it, testing its accuracy, moving it, and repairing damage.
- ▶ The cost of visiting your property to connect or disconnect your supply.
- ▶ The cost of recovering any money you may owe to us. This includes, but is not limited to administration costs, professional fees, legal costs, bank charges, and the full costs of installing a credit meter at your premises.
- ▶ An administration charge of £25 for any payment not received by the date on which it was due.
- ▶ Charges for missed appointments. We will charge our registered suppliers' full call-out rate for all missed appointments. We will not charge you if you change or cancel an appointment that has already been arranged, as long as you give us at least 48 hours' notice.
- ▶ Costs due to changes in the law, industry codes or regulations. We will add these to your account in line with the terms of that law, industry code or regulation.

Tampering with your meter is illegal and dangerous, and you agree not to do it or allow anyone else to do it. We will aim to recover all losses associated with energy theft or any other losses that are due to interference with the meter.

4. Bills

If you think your bill is incorrect, or if you feel you will have trouble paying a current or future bill, please contact us immediately. We will investigate any inaccuracies on your bill as quickly as possible and will send you a new bill if necessary. If you are on a direct-debit tariff, direct debits may still be taken even if we send you a new bill, but we will refund any amount you have overpaid as soon as possible.

We have the right to install a prepayment meter at your premises under a warrant from a magistrates' court or sheriff court. We do not need your permission to do this.

We will only bill you for charges that are less than 12 months old. However, this will not prevent us from recovering overdue amounts that we billed you for 12 months or more ago. It also will not prevent us from recovering charges we have not been able to send an accurate bill for because you have not co-operated with us. This includes if you have not provided all of the information we reasonably need.

As a responsible energy supplier we will review all pre-payment amounts every six months, before summer and winter. We do this to make sure that your account balance does not fall behind. However, if we feel you are paying too much for your energy, we will tell you and adjust the amount appropriately.

If you would like a refund of any payments that you make in advance, ask us and we will refund any credit balance that is more than your expected energy use for the next two months during winter months (October to March) or for the next three months during summer months (April to September). If you have not provided us with meter readings, we probably won't have enough information to be able to make a refund. (We cannot do this if you are a prepayment meter customer.)

If you are on a direct-debit tariff and we make an error with your direct debit payment you are entitled to an immediate refund. We will pay any bank charges or interest you may have to pay as a result of our error. If you receive a refund that you are not entitled to, you must return this to us when we ask.

5. Changes to your circumstances

If your circumstances change during your contract with us, the following will apply.

Moving home

If you are moving home, you will need to let us know at least two working days before you move out. If you would like us to supply energy at your new address, we will simply cancel your existing agreement and create a new one. You will not have to pay an exit fee. However, if you do not want us to supply your energy at your new property, you may have to pay an early exit fee unless you have a deemed contract or you cancel within 49 days of your fixed-rate tariff end date. You can see this exit fee in your online account portal as well as in your Welcome Pack.

If you move out of your property without giving us at least two working days' notice, your agreement with us will continue:

- until someone else moves in and is responsible for the energy supply, or
- until the end of two working days after you give us notice that you no longer live there. You will be responsible for all associated costs that we are entitled to recover up to this point.

Changing your personal details

Your personal details, including your contact details, will be kept on your online account portal. Please update them using the portal if they change. If you are on the Priority Services Register, please contact us if you find it difficult to use the online account portal and we will try to find another way for you to update your details, free of charge.

Priority Services Register

We are committed to looking after our vulnerable customers. You may qualify for certain extra help under the Priority Services Register, depending on your circumstances or the circumstances of other people living in the premises. You can find details about the register on our website.

Amendments to your agreement

If your fixed-rate tariff ends and you have not agreed a new fixed-rate tariff with us, we will automatically transfer you onto our standard variable tariff at the end of your fixed-rate tariff term. If you are on a variable-rate tariff (including if you have a deemed contract), remember that there is no specific end date for your tariff.

You can switch to another of our tariffs at any time if you have a variable-rate tariff (including if you have a deemed contract), or within 49 days of your fixed-rate tariff end date if you have a fixed-rate tariff. Once you have agreed a new tariff with us, we will start to supply your energy at the rate of that new tariff from the date that you agree to switch tariffs.

Switching

You can switch to another energy supplier at any time. If you switch, your agreement with us will end 28 days after you tell us you are going to switch, as long as either another supplier has started supplying energy to the premises or the supply to the premises has been disconnected. Unless this agreement says otherwise, you will have to pay an exit fee. You can see this fee in your online account as well as in your Welcome Pack.

To switch supplier you must have paid all outstanding balances due to us, or your new supplier must agree to take on all outstanding amounts due to be paid to us.

Ending your agreement

You have the right to cancel your agreement with us, at no cost to you, within 14 days of our email confirming your request to switch to us from another supplier. However, if you cancel your agreement after we have started to supply energy to you under a fixed-rate tariff, we will charge you for all the energy you have used, plus any exit fee due, up to and including the cancellation date.

You can also cancel any switch to a different tariff, at no cost to you, within 14 days of our email confirming your request to switch. If you do cancel, the tariff arrangements that would have been in place had you not switched will still apply.

You will not have to pay an exit fee if you:

- ▶ switch to another supplier or another of our tariffs and are on a variable-rate tariff (including the standard variable tariff or a deemed contract), or
- ▶ switch to another supplier or another of our tariffs within 49 days of your fixed-rate tariff end date.
- ▶ If you have a fixed-rate tariff, you can also cancel your agreement if you do not agree with any significant changes that we have made to our standard terms and conditions (as long as those changes are not required by law or regulation, and so apply to all energy suppliers). We will continue to supply energy under the standard terms and conditions until another supplier takes over your energy supply.

We can end your agreement:

- ▶ if you have broken the terms of the agreement in a significant or serious way
- ▶ if you failed to pay what you owed us when the amount was due
- ▶ if we no longer hold the relevant licences to supply your energy
- ▶ at any time by giving you 28 days' notice, or
- ▶ if you run a business from the premises (unless it is a microbusiness and you have told us about it).

If you decide to cancel your agreement with us and not renew it, we can recover any metering equipment that we provided to you. You agree to allow us or our representatives access to your premises for this purpose.

Your agreement will end immediately if Ofgem gives a 'last resort supply direction' to another supplier relating to gas or electricity at your premises.

Any outstanding payments due to us will continue to be due after you end your agreement, unless you and we have agreed otherwise.

Disconnecting your supply

We can suspend or disconnect your energy supply for the following reasons.

- you have not paid your bill on time
- you have broken the terms of the agreement in a serious or significant way
- we believe you have tampered with or damaged the metering equipment
- we have to do so under any law, industry code or direction from a regulatory body

We will check whether you are on the Priority Services Register when deciding whether to suspend or disconnect your energy supply.

If we suspend or disconnect your supply, we may ask for a security deposit before we restart or reconnect your supply. You will need to pay our costs to disconnect and reconnect the supply.

Direct debits

If you are on a direct-debit tariff and switch to another energy supplier or cancel your agreement with us in any other way, do not cancel your direct debit if you have one in place. We will deal with this. If you cancel a direct debit you may have to pay failed direct debit costs, administrative charges and recovery costs.

6. Understanding your meter

We measure the amount of energy we supply to your premises using the metering equipment that is installed. You must make sure the metering equipment is not damaged or interfered with. If you notice that the meter is damaged or has been tampered with, you must tell us immediately.

As we have said above, you must give us regular meter readings (preferably every 30 days but at least every 60 days), so that we can provide you with an accurate bill.

As your energy supplier, we will need access to your metering equipment from time to time. You agree to allow us, or any person authorised to act on our behalf, unrestricted access to your metering equipment. If access to the metering equipment is obstructed, you are responsible for removing the obstruction and agree to pay any costs for visits where we have not been able to access the equipment.

We may have to arrange a safety inspection for your metering equipment.

If the premises have a smart meter or if we install a smart meter for you, you agree that we will monitor your energy use remotely (that is, without having to visit your property) and can repair and update the smart meter remotely.

If you or we think that your metering equipment is not accurate, we will arrange to have it tested and inspected.

If tests show that the metering equipment is working within the limits outlined by the National Measurements Office, you may be charged for moving, testing and replacing it if it was you who thought it was not accurate.

7. Our liability

If you suffer any loss or damage which we are liable for by law, we will not pay you more than £10,000 in any calendar year for each event that causes you a loss and which we are responsible for. If there are a number of connected events that cause you loss or damage which we are liable for, we will not pay more than £10,000 in total. We will always pay any amount that we are required to pay by law.

We will not be liable to you for any loss due to 'force majeure' (circumstances beyond our control), any indirect, consequential, economic or financial loss which includes loss of revenue, profit, business or goodwill, wasted expenses, any loss that was not, or could not be, reasonably foreseen (even if we, our employees, subcontractors or agents did not follow this agreement), or any loss caused to you by the gas transporter or electricity distributor that is more than the amount we are allowed to recover from them on your behalf.

We do not directly control how reliable the energy we supply to your premises is, and so we cannot guarantee there will be no interruptions to your supply. (This applies to whichever energy supplier you choose.)

8. What to do in an emergency

If there is a power cut, check your main fuse box to make sure the master switch is on. Check if your neighbours are also affected.

If you have a power cut or see damaged power lines, you must tell your local distribution network operator by dialling 105.

If you smell gas, you must call the gas emergency number immediately on 0800 111 999.

If you have caused your energy supply to stop, have limited it in some way, or disconnected it, you may have to pay to have your gas or electricity restored.

9. Our contact with other parties

We may contact your previous and future energy suppliers to confirm account details (for example, meter readings) in order to correct any inaccurate information or as a part of our anti-fraud measures.

We will share your payment performance with credit reference agencies, as further detailed in our **Credit Reference Agency Information Notice**.

How we process information about you is explained in greater detail in our **Privacy Policy**.

10. National Terms of Connection

If we supply you with electricity under this contract, you are also entering a standard connection agreement for your electricity with your local electricity network operator (there is no similar agreement for gas). We are acting on behalf of your electricity network operator to make an agreement with you. The agreement is that you and your electricity network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions from the time that you enter into this agreement. This affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at your home which 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:

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