

# Terms & Conditions Glossary

**Account Holder** is the customer holding an account with ESB Energy for the supply of gas, electricity or both fuels.

**Agents and service providers** provide services on our behalf.

**Charges** are the price you pay for the supply of electricity, gas or both fuels.

**Connection Point** is the point at which the Premises are connected to the electricity distribution network, operated and/or owned by the Distributor.

**Agreement** refers to (i) application form you have completed, either online on our website, or a switching website, or have agreed to on the telephone, or have signed in person; (ii) these terms and conditions, as updated from time to time and which are available on our website; (iii) any offer terms that we have confirmed which apply to your chosen tariff and method of payment.

**Debt** are any Charges that remain outstanding, 28 days after demand has been made for them in writing.

**Distributor or Distribution Network Operator (DNO)** is the company that operates and/or owns the electricity distribution network in your area.

**Domestic customer** refers to someone taking gas or electricity (or both) totally or mainly for home use – not a business premises (it can include an organisation using energy in a residential property, e.g. a landlord using energy to provide frost-protection in a vacant property).

**Energy ombudsman (also known as ombudsman services):** is an independent organisation that deals with customer complaints about energy supply.

**Equipment** refers to the meters, pipes, electrical plant, electric lines, gas meter valves, gas meter pressure regulators, smart energy monitor, and all other apparatus used to supply, monitor and control energy at customer premises.

**ESB Energy Limited** (company number 09688977), the company that supplies electricity or gas (or both) to your home

**Fixed-term Tariff** is a tariff with a fixed end date in which the charges and any available discounts will not change, unless variation is permitted under these terms and conditions.

**Gas Transporter** is a company who transports gas around the gas network.

**Liability** is what you and we are responsible for in law.

**Licence** means:

- the electricity supply licence granted to us under the Electricity Act 1989, as amended.
- the gas supply licence granted to us under the Gas Act 1986, as amended.

**Local network operator or network operator** refers to the company which operates the local distribution network through which your electricity or gas is supplied.

**Master Registration Agreement** is the agreement of that name required to be maintained pursuant to the electricity distribution licence conditions, which sets out the change of supply process and meter point registration.

**Meter** is the device fitted to record the energy you use. It also includes any associated equipment.

**Minimum Details** refers to the Domestic Customer's name, details of any relevant Personal Characteristics and/or vulnerable situation, and such other details which are relevant to the subject matter of standard condition 26 of our Licence as Ofgem may from time to time specify by publishing a statement in writing (following public consultation and giving at least two months prior notice).

**Network Code** refers to the legal and contractual framework to supply and transport gas or electricity (as appropriate to the relevant code) which governs processes, such as the balancing of the system, network planning, and the allocation of network capacity through which energy is transported.

**Non-standard product** is a product we supply which has extra terms that apply along with these standard terms of supply (this may depend on the tariff that applies).

**Ofgem** is the Office of Gas and Electricity Markets- they regulate Britain's gas and electricity industries.

**Premises** is where you have asked us to supply electricity, gas or both fuels to under this agreement.

**Pre-payment meter** is a meter where you pay for your energy in advance by using a key or card, or a smart meter working in a pre-payment mode.

**Security deposit** is a deposit of money used as security for the payment of charges.

**Smart energy display (SED) or In Home Display (IHD)** is a home energy usage monitor provided as part of the smart meter installation, for use only at that property, which wirelessly connects to your smart meter(s). It shows you how much energy you are using in near real time as well as how much it costs.

**Smart Meter Installation Code of Practice** means the Smart Meter Installation Code of Practice issued by Ofgem in April 2013, as may be amended from time to time.

**Smart meter** is a meter (and its associated smart energy display, communications hub and ancillary equipment) that records the amount of energy you use and can send this information to use remotely (removing the need for a meter reader to visit), as well as receiving information sent from us to the meter.

**SMS (short message service)** is a text messaging service which allows fixed line or mobile phone devices to exchange short text messages.

**Subcontractor** is a person or company who carries out work for us.

**Supplier** means a party authorised to supply electricity under the Electricity Act 1989, as amended and/or gas under the Gas Act 1986, as amended.

**Tariff** refers to the rate or rates for each unit (kilowatt-hour or kWh) of electricity or gas (or both) that you use under this agreement (including any daily standing charge) plus any other charges.

**TRAS (Theft Risk Assessment Service) Fraud Prevention Agency** is the organisation appointed on behalf of the energy industry that is required under energy supplier licence conditions to provide a service to all UK energy suppliers to facilitate the prevention, detection and any subsequent investigation of energy theft.

**We, us, our** - ESB Energy, which is the company that supplies electricity or gas (or both) to your home. Where appropriate, this also includes persons acting on our behalf.

**Working day** is any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday.

**You, your** is the person or organisation taking the supply of gas or electricity (or both).

## About these terms

This agreement only applies if your home or property is connected to the mains (local network) supplying electricity or gas (or both) in Great Britain. If it is not, you must make separate arrangements with the local network operator for that connection.

Please read these terms and conditions carefully before you enter into an agreement with us. These terms and conditions tell you who we are, how we will provide energy to you, how you and we may change or end the agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

## **About this agreement**

### **1. Standard agreement with ESB Energy for supplying gas or electricity (or both)**

A. This agreement consists of:

- (i) the application for supply;
- (ii) the Tariff Information Label; and
- (iii) these terms and conditions

B. These are the standard terms of our agreement with you.

C. By entering into this agreement, you confirm that:

- (i) you are a domestic customer;
- (ii) you are the owner or occupier of your premises; and
- (iii) information provided in relation to entering this agreement is accurate.

D. If at any time you stop being a domestic customer and become a business customer instead, you agree to let us know within seven days of the change taking place. Upon such notification, we will arrange for your supply to be transferred over to our standard business terms.

E. This agreement is based on the information you have given to us, either directly or through an Agent. We can choose to end this agreement if:

- (i) we cannot check any important information about you or your meter or the information available is not up to date, or the information you have provided is significantly inaccurate, false or misleading, or we cannot supply a customer with your type of meter or metering arrangements, or

(ii) your meter or metering arrangements you have selected are not suitable for the tariff or payment option you have chosen; and

where possible we will offer you different terms to reflect your supply circumstances and/or offer you a different payment option and we will write/contact you to offer any such alternative. We may ask you to change your metering arrangements before we can supply you. You will need to arrange for this to happen (at your own cost).

F. If you have selected one of our tariffs during the change of supplier process and we provide you with incorrect prices in error we can choose to terminate this agreement and we will offer you an alternative agreement based on the correct prices. Where you are already a customer and you select our tariff and we provide you with the incorrect prices in error we will notify you of the correct prices.

G. We can refuse to supply premises under these standard terms if such premises are split into more than one home whether or not each home has an individual meter. If you have a poor credit history we may require a deposit in accordance with clause 19 or require any supply to be via a prepayment meter.

## **2. Who supplies your gas or electricity (or both)?**

A. ESB Energy is a trading name of ESB Energy Ltd and we supply gas or electricity (or both) to you. ESB Energy Ltd is a company registered in England and Wales. Our company registration number is 09688977 and our registered office is at Tricor Suite, 4th Floor, 50 Mark Lane, London EC3R 7QR. Our registered VAT number is 268115303.

B. We agree to supply you with electricity or gas (or both) from the applicable date in clause 3 until the end of this agreement.

## **3. When this agreement starts**

A. Each separate agreement for gas or electricity runs from the earlier of the date that you:

(i) signed it;

(ii) accepted the agreement on the phone; or

(iii) sent in an online application (either direct or through an online Agent).

B. If none of these apply to you, the agreement(s) commences when you start taking the supply. If we are taking over from another supplier, we will complete the transfer

and begin to supply you with gas and/or electricity within 21 days of the date you entered into an agreement with us.

C. Where a cancellation period applies (see clause 20 for more details), we will not start to supply you with gas and/or electricity until the date on which the cancellation period ends.

D. However, we do not need to complete your transfer within the period set out above if:

(i) you ask for the transfer to be completed at a later date;

(ii) you notify us within the cancellation period that you are withdrawing your request to transfer to us;

(iii) your previous supplier has objected to the transfer;

(iv) after taking all reasonable steps, we still do not have all the information we need from you to complete the transfer, and the information is not readily available from another source; or

(v) after taking all reasonable steps, we are prevented from completing the transfer due to any other reason which is out of our control.

E. If the transfer has been delayed for one of the reasons set out at (c) iii (c) iv or (c) v above, once that reason no longer applies we will complete the transfer as soon as we reasonably can, and at the latest within 21 days of the date that the reason for the delay no longer applied (unless you no longer want to continue with the transfer).

#### **4. Charges**

A. The charges for your tariff are set out in your Tariff Information Label which you will have received as part of your welcome pack documentation. It is also displayed on every bill, statement and our website.

B. You shall receive a bill from us every 3 months unless an alternative arrangement has been agreed. The charges you pay and terms and conditions may vary depending on your supply area, the type of meter you use, and how you pay for your electricity or gas (or both). All energy charges and prices are based on the amount of gas or electricity we supply, worked out in kilowatt hours based on actual or estimated meter readings. We can charge you for any reasonable costs and expenses we have to pay in carrying out our responsibilities to you, including costs in relation to distributors' services, recovering money you owe, and disconnecting or replacing any metering equipment.

C. Charges and prices set out in such invoices shall exclude any VAT or other applicable taxes. We have the right to charge you any taxes, duties or levies imposed upon us as your supplier and to change the charges and/or prices applicable to you to reflect such.

D. In the event that we do not receive payment in accordance with this agreement the provisions of clauses 12, 15(f) to (l) and 17 shall apply.

## **5. Changes to our charges or the terms of this agreement**

A. We may change this agreement to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the supply of gas and/or electricity to you. Any such changes shall apply from the date we publish them on our website.

B. If we make any other types of changes to this agreement, including changes to our charges, we will give you at least 30 days written notice and you will have the option to contact us to end the agreement before the changes take effect.

C. When we change charges, we will either estimate the meter reading on the date the charges change takes place or, if you have a functional smart meter and we are able to do so we will take a remote reading(s) at the relevant time. We will use these readings to work out your charges at the old charges up to the date we change the charges.

## **6. How any benefits, discounts and/or bundle will be applied to the prices you pay**

A. When you choose us as your supplier, you will automatically be set up to pay for your energy by way of direct debit. In doing so, we may offer you a benefit on your tariff, any such benefit will be automatic and will be applied by either;

(i) a lower daily standing charge; and/or

(ii) a lower unit rate; and/or

(iii) an annual discount.

B. If we offer discounts and/or bundles, for example, a bundled discount (where another product or service is provided as part of the gas or electricity agreement) we will specify the conditions relating to the discount and/or bundle in the supplementary terms and conditions applicable to that non-standard product.

C. If you have a dual fuel account with us you will receive combined gas and electricity bills (rather than receiving separate bills for each fuel); and you must make combined gas and electricity payments (rather than paying for each fuel separately).

D. If you take one of our fixed price term tariffs:

(i) we will inform you of the end date of the tariff when you sign up and in your welcome pack;

(ii) the tariff unit rate and standard charge are fixed until the tariff end date;

(iii) before the tariff end date, we will write to you to tell you what happens next;

(iv) if we do not hear anything from you, we will move you onto our standard variable tariff.

## **7. Metering**

A. Your meter must be in a safe, secure and weatherproof position. If it is not, you must arrange the meter to be moved and such remedial works shall be at your own cost.

B. You must take reasonable measures to ensure the gas or electricity (or both) meters are not damaged or tampered with. If you notice any damage to the meter(s), or you suspect that it has been tampered with, you must tell us as soon as possible.

C. We will appoint metering Agents to act on our behalf, these Agents will carry identification cards and will require access to read, install, test, inspect, repair, remove or replace your meter where necessary.

## **8. Smart Metering**

A. If you agree to have one of our smart meters installed, we or our Agent will contact you to arrange a convenient time and date to exchange the meter(s). All our Agents will follow the Smart Meter Installation Code of Practice (SMICoP).

B. If you had a smart meter installed by your previous supplier we will treat it as a non-smart meter, until such time we notify you we are able to utilise its smart functionality.

C. We may need access to change the setting of your smart meter (example, credit to pre-payment).

D. Any smart meter equipment (including communications hub and any ancillary equipment) will be owned by us at all times. If you move to a new house you must leave the IHD associated with the smart meter in the premises).

E. Once the smart meter functionality is available or we install our smart meter we will be able to take remote meter readings and diagnose technical issues (including if the meter has been tampered with) without visiting your property, we can also:

- (i) switch your smart meter from credit to pre-payment; or
- (ii) switch your smart meter from pre-payment to credit; or
- (iii) disconnect your supply (see clause 24).

F. Should at any point the smart meter communication fail, we will estimate your bills until the issue is resolved.

## **9. What are you responsible for**

A. Whilst any smart metering equipment will be our property, you are responsible for all the pipes, wiring and equipment beyond the gas or electricity (or both) in your property and we are not responsible for those nor for their safety. You are also responsible for the meter housing including any external meter boxes.

## **10. Meter readings**

A. Unless you have a functioning smart meter that can provide us with your meter readings remotely to help us to ensure your bills and statements are as accurate as possible, we ask you to provide us with meter readings at least four times a year. If you provide us with a meter reading, we will take all reasonable steps to factor it in for your next bill or statement.

B. We will ask you to provide a meter reading before we start supplying your electricity or gas (or both fuels). This will ensure your account is set-up as accurately as possible, and you do not pay for energy twice or pay for energy which you have not used yet.

C. If we have a reason to believe that your meter reading is inaccurate, we will contact you to get a new meter reading. If we cannot get a new reading, we will estimate one.

D. When we receive an actual meter reading from you or a meter reader which shows us that any previous bills may have been over or underestimated, we may

cancel and replace the relevant bills. If we do this, we will use the actual meter reading and the typical energy usage of gas and electricity (whichever is appropriate) for the relevant time of year to prepare a more accurate meter reading for the earlier bills. If any price change has taken place in the meantime, we will use the relevant prices before and after the price change when working out the new bill. This will be based on our revised reasonable estimate of the meter reading at the date of the change, unless you provide us with your own meter reading at the date of that change.

E. If, for any reason, your meter does not register any gas or electricity consumption and you refuse our engineer access to investigate the issue, you agree to pay the amount that we reasonably estimate you have used.

F. Further information can be found on meter readings and billing, including back billing, in the Payments section, below.

## **11. Access to the property**

A. You must allow us, our authorised personnel, Agent or Subcontractors safe, full, free and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises.

B. Such entry is to be permitted at all reasonable times and at any time in case of any emergency or network emergency.

C. We are required to inspect your gas meter at least every two years and you agree to provide us with unrestricted access to your premises for these purposes. If you fail to provide us access, we may charge you costs, including any costs of getting a warrant.

D. We may also pass on our failed metering appointment charges if you do not let us know at least 2 working days beforehand if access will not be available at the time of a booked appointment.

C. We may request that site works be carried out at the premises, such as servicing of the Meter replacement, repair, calibration, installation and operation of equipment, as well as withdrawal or reinstatement of electricity supply.

F. You must inform us prior to any visit if the metering system is inaccessible or located in a dangerous position, including if this happens following any alterations or refits at your premises.

## **12. Costs to do with your bill**

A. We may charge to recover any reasonable costs of collecting payments from you. These may include the following:

- (i) costs we pay to recover money you owe us, which may include costs of visiting your home (unless the reason for the visit is beyond your reasonable control);
- (ii) administration costs involved in collecting your debt (including the cost of any phone calls made to you by us or our Agents);
- (iii) costs of applying for and getting a warrant of entry and carrying it out;
- (iv) costs of tracing you if you have moved on and not given us a forwarding address.

B. We may also charge to recover any reasonable costs we have to pay if:

- (i) we have to return a cheque to you, or a direct debit payment is rejected because there is not enough money in your account; or
- you send a post-dated cheque (that is, a cheque with a future date written on it);  
or
- we have to pay costs to give you copies of cheques and bills.

### **13. Costs to do with your meter (whether it is a credit meter or a prepayment meter)**

A. We will charge to recover any reasonable costs of the following:

- (i) moving your meter, unless you are of state pension age, disabled or chronically sick;
- (ii) repairing or replacing a damaged meter or meter seals, if the damage is your fault;
- (iii) disconnecting or reconnecting the supply if you ask us to;
- (iv) carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter (which may include the costs of any visits to your home where we do not find a fault with the meter);
- (v) getting a warrant to enter your home if you refuse to let us in, and reasonable costs related to entering your home with the warrant including installation of a pre-payment/or any other type of meter;

(vi) dealing with something you do that breaks the terms of this agreement;

(vii) where otherwise expressly stated in this agreement.

B. If you ask us to change your meter due to circumstances other than the ones set out in clause 13(a), then it should be free of charge (and will always be free if you are of state pension age, disabled or chronically sick and cannot use your existing meter). However, we reserve the right to charge you if you request more than two single or one dual fuel meter exchanges within a 12-month period of the original exchange (and your circumstances haven't changed).

C. If you have a complex metering arrangement and either you ask us, or we ask you and you agree, to change your meters to standard meters (be that traditional credit meters or prepayment meters or Smart versions of the same), we will not charge you for changing the meters. However, should any re-wiring etc. be required as part of the meter exchange you will need to carry this out at your own cost. Once the meters are changed we will not change them back to your original complex metering arrangement.

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

A. We may also charge to recover the reasonable costs of the following;

(i) replacing a prepayment device and the reasonable costs of getting it to you;

(ii) visits to your premises by our Agents if you have contacted us to tell us that you have run out of credit due to a fault with your prepayment meter or prepayment device (or both) if we cannot find a fault and the visit results in credit being added to your prepayment meter by our Agents;

(iii) fitting a prepayment meter to avoid cutting you off or as a fraud prevention measure;

(iv) changing a prepayment meter to a credit meter or a credit meter to a prepayment meter where the reservation in clause 13(b) applies;

(v) our Agents visiting your premises if you have not taken reasonable care of the meter, and the reasonable costs.

#### **15. Payment**

A. You agree to pay us for the energy you use and for other charges and taxes which may be applicable to your current tariff within our payment terms.

- B. You must pay your bill to the specific payment conditions of the current tariff, which you can find by viewing the relevant Tariff Information Label.
- C. For payments by agreed fixed monthly direct debit you agree to ensure sufficient funds are available on the due dates for us to collect from your bank or building society.
- D. For payment by variable direct debit, we will notify you of the date we will take your payment. This is usually 10 days or more after the bill issue date.
- E. For payments by cash, debit or credit card, payment is due in full on receipt of your bill on the date shown on your bill. If a due date is not given, you must pay your bill within our terms, which will be within 14 calendar days after the bill date. If you have arrears on your bill you must pay the full amount immediately.
- F. If you have failed to pay an amount on the date shown, we can start charging interest 28 days after the bill date.
- G. If you have difficulty paying all or part of the bills, please contact our Customer Service team on 0345 60 70 372 or email us at [help@service.esbenergy.co.uk](mailto:help@service.esbenergy.co.uk) to discuss ways that can make your payment more manageable.
- H. If you struggle to keep up with your payments we may ask you to pay in a different way, for example, by using a pre-payment meter.
- I. If you are entering into this agreement with other people, each individual person will be liable for any money owed to us. This means we will be entitled to claim all of the money owed from any person who has entered into the agreement.
- J. If you choose to dispute any amount then you must pay the undisputed amount, and once the dispute is settled, pay any amount that is still owed.
- K. If you pay us without telling us which charges the payment is for, we will process the payment in the order in which they became due.
- L. If you have a debt which is still not paid for 28 days, or if you fail to keep to any payment scheme we agree with you, we may transfer you to a different method of payment and your charges may change as a result.
- M. When we issue a bill we can only seek to recover charges for the electricity or gas (or both) used in the last 12 months. However, we can charge you more than 12 months after you have used the energy if:
- (i) we have not been able to send you a bill for the correct amount of energy used because of your obstructive or obviously unreasonable behaviour (for example, if we identify a problem, make reasonable requests to access the

meter or try to obtain a meter reading and you refuse or ignore us or if you have stolen energy);

(ii) we have not been able to recover Charges for unpaid energy, despite sending repeated demands for payment in a way that complies with our Licence; or

(iii) we are allowed to do so under any energy legislation and/or any regulation (including our Licence or any other agreements, authorisations and codes or procedures that relate to us supplying energy).

## **16. Payment by Direct Debit**

A. The timing of your direct debit payment(s) shall be set out in your direct debit instruction prior to the first payment being collected.

B. If you choose to pay by direct debit but fail to pay by this method by the due date, we will re-attempt to take the payment and if it fails again, we will change your payment method to cash, debit or credit card, which may incur a higher unit rate or standing charge. If we do this the total outstanding balance on your account will become due immediately for payment.

C. If you pay by direct debit and you end your agreement with us in accordance with clause 21, we will adjust your direct debit to an amount which takes account of any amount you owe us, including all charges you owe up to and including the date the agreement is due to end.

## **17. Instalment plan and payment scheme**

A. If you have difficulty paying your bill, we will offer you energy efficiency advice as well as each of these services to help you pay through:

(i) a means by which payments may be deducted at source from a social security benefit received by that customer, where available;

(ii) a prepayment meter;

(iii) an instalment plan. It is a condition of the instalment plan that you pay for your energy use as well as any money you owe us.

In using these services, we will spread the money you owe us over a period of time and at a rate that should be affordable for you, taking into account information available from third parties and the overall value of charges to be recovered through

your prepayment meter (where applicable). You can pay off the full amount you owe at any time.

B. If you owe us money, we can pay off your debt or any outstanding amounts by using:

(i) money that we owe you (providing the credit is based on actual meter reading);

(ii) a security deposit that you have paid;

(iii) money that you have paid under another account with us. This can be an account for another fuel or for different premises;

If you fail to pay us any monies owed we reserve the right to pass this debt on to a debt collection agency. When recovering debt and debt collection costs, we will ensure that any actions we or a representative takes (excepting our right to object to your transfer to a new supplier) and the costs we seek to recover are proportionate in the context of the monies owed.

C. While you still owe us money under your instalment plan, you may not be able to change supplier. If you move home, you will have to pay us the full amount you still owe under the instalment plan unless you ask us to transfer the amount over to your new address and you continue to take your supply from us. We may agree to set up a new payment scheme and instalment plan for your new address.

D. If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a prepayment meter or change the operating mode to prepayment if you have a smart meter to help you pay for the energy you use and recover any money you still owe us.

## **18. Refunding money, we owe you**

A. If we owe you money after the agreement ends or you have any amount left in your account, we will pay you back as soon as possible.

B. If the agreement ends because you are moving home, please provide us with your new address so that we can contact you about any money we owe you.

C. If your payment method under an account with us was direct debit and you have not cancelled your direct debit mandate, we can refund any money owed to you via direct debit back to your bank account.

D. If your payment method was not direct debit, or you cancelled your direct debit before we could refund you the final balance, then we shall provide you with a refund via an alternative suitable system.

E. Refunds will only be approved based on the refundable amount being calculated to an actual meter reading.

## **19. Asking for a deposit**

A. We may ask you to pay a reasonable amount upfront - a deposit - as security against payment for your gas or electricity (or both). We may do this to protect us against likely loss in the event that you break the terms of this agreement. We will not ask for a deposit if you choose to pay for your gas or electricity (or both) through a prepayment meter and it is safe and reasonably possible for you to use a prepayment meter. We will only ask for a deposit if it is reasonable for us to do so in the circumstances. If we ask you for a deposit and you do not pay it, we may be entitled to:

- (i) refuse to supply gas or electricity (or both) to you; or
- (ii) terminate this agreement

## **20. Your right to cancel**

A. You can cancel this agreement either:

- (i) within 14 days (being the cancellation period) from the date you signed it, accepted it on the phone or made your application online (where the first day of that 14-day period is the day after the date you signed your agreement, accepted it on the phone or made an application online); or
- (ii) within 7 days of the date you receive your welcome letter, whichever is the later.

B. To cancel the agreement, you will need to notify us by:

- (i) emailing us at [help@service.esbenergy.co.uk](mailto:help@service.esbenergy.co.uk) or by calling us 0345 60 70 372.

## **21. Your right to end this agreement**

A. You can end this agreement with us if:

(i) you change supplier and the new supplier starts to supply your home;

(ii) we start to supply your home under a new agreement;

(iii) you move home and you do not want us to supply gas or electricity at your new property;

(iv) what you have bought is mis-described;

(v) we have told you about an error in the price or description of the energy supply and you do not wish to proceed;

(vi) there is a risk that supply of energy may be significantly delayed because of events outside our control;

(vii) we have suspended supply of energy for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 48 hours;

(viii) you have a legal right to end the agreement because of something we have done wrong; or

(ix) because you wish to terminate under clause 5b.

B. Until then, this agreement will continue to apply and you must pay for all gas or electricity (or both) used until it ends.

C. You may end your agreement with us at any time as described above under 'Ending this agreement' and below 'Transferring to a new supplier'.

D. When you end your agreement, we can ask you for a meter reading. If you do not give us an accurate reading, you might have to pay the difference between the reading you gave us (or the one we estimated) and the next meter reading.

E. If you end the agreement under clauses 21a(v) to (ix) we will refund you in full if you have made any advance payments for the supply of gas and/or electricity after we have deducted any amounts owing.

## **22. Moving home and your responsibility for the energy charges**

A. If you are moving home you must ensure you comply with (i) and (ii) below:

(i) You must give at least 2 working days' notice before you move home. You must also give us details of your new address and your final meter reading(s) so we can send your final bill. If you have given us the required 2 working days' notice, your agreement with us will end on the date you move out of the property and you will be liable for all outstanding charges. If you fail to give us the required notice, your agreement will end either:

1. two working days after you tell us that you have moved; or
2. when someone else takes over the supply, whichever is first.

(ii) until your agreement ends, you will still be responsible for paying for any gas or electricity (or both) used at your old home. This means if you delay telling us about your move, you may have to pay for energy used during the period when nobody else was registered as taking the supply. If you do not give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

B. We will take reasonable steps to send you your final bill within 6 weeks of the end of your agreement with us. If we receive further information that allows us to update your final bill, we will send you an amended final bill as soon as reasonably practicable after we receive further information.

C. If you move to a house supplied by us, you may be able to transfer your tariff and / or any associated benefits. You should check the details of your offer and extra terms and conditions that apply.

### **23. Transferring to a new supplier**

A. You may transfer to a new supplier at any time subject to the following:

B. If you want to transfer to a new supplier, we may prevent the transfer if:

- (i) there is an outstanding balance on your energy account(s);
- (ii) your proposed new supplier does not apply to transfer all related electricity and /or gas supplies at the premises on the same day;
- (iii) you tell us you have not entered into an agreement with another supplier and you want us to prevent the transfer;
- (iv) your proposed new supplier agrees the transfer was a mistake.

C. If we decide to stop you from switching to another supplier under clause 23(b) above, we will inform you as soon as reasonably practicable that we have prevented

the transfer. We will also explain the reasons why and how you may dispute or resolve the matter.

D. We will take reasonable steps to send you your final bill within 6 weeks of the transfer to your new supplier being completed. If we receive further information that allows us to update your final bill, we will send you an amended final bill as soon as reasonably practicable after we receive further information.

E. There is no charge for transferring to a new supplier, and we will do everything reasonable possible to help with the transfer. You may have to pay an exit fee if it applies to your particular product.

## **24. Our right to end this agreement**

A. We may end this agreement by giving you 28 days' notice in writing. We may end this agreement immediately in the following circumstances:

(i) you break of any of the terms or conditions within this agreement and we deem it to be a material breach (for example we suspect fraud or money laundering, or we reasonably believe you have tampered with metering equipment);

B. We lose our license to supply gas and electricity (or both);

C. The supply is cut off because it is no longer needed;

D. We are not able to carry out our duties under this agreement due to circumstances beyond our reasonable control;

E. Ofgem instruct another supplier to take over your supply;

F. Your supply has been stopped either by us, another supplier, the DNO, or a gas transporter, and by regulation we do not have to reconnect you or continue to supply you;

G. We are not willing to support the type of meter installed at your premises;

if you have failed to pay for your gas or electricity (or both), cannot pay your debts, or have failed a credit check, and:

1. you have refused our offering of letting you pay in instalments or through having a pre-payment meter fitted; or

2. it is not reasonably possible for us to fit a pre-payment meter;

(i) you have not, following reasonable notice, provided access to your premises to carry out activities required which relate to the provision of gas and/or electricity to you for example reading the meter(s).

If we end the agreement under this clause 24 we will refund you in full if you have made any advance payments for the supply of gas and/or electricity after we have deducted any amounts owing and exit fees will be applied.

## **25. Transferring your details and where applicable a debt to a new supplier**

A. We may give your new supplier any relevant details to help with the transfer. If you owe us money, we may object to your transfer. If you owe us money, we may agree with your new supplier to transfer the debt (if it is below pre-set industry value) to your new supplier for them to collect. Provided you do not object we will give them full details of the amount you owe and provide information that is required to enable the transfer of the debt to proceed. If you do object to this information being provided then we will be unable to continue with the transfer.

B. Ofgem can withdraw our supplier licence in certain circumstances. To make sure you do not lose supply, Ofgem may give 'last resort supply direction' to another supplier to take over the supply from us. If this happens, your agreement with us will end on the date Ofgem direction takes effect.

## **26. Cutting off your gas or electricity (or both)**

A. We have the right to cut off your gas or electricity (or both) in certain situations only. We may do this in the following circumstances:

(i) if you have failed to pay for your gas or electricity (or both), cannot pay your debts, or have failed a credit check; and

1. you have refused our offering of letting you pay in instalments or through having a pre-payment meter fitted; or

2. you have refused to pay a security deposit; or

it is not reasonably possible for us to fit a pre-payment meter.

## **27. Network operator**

A. By signing this agreement for an electricity supply or accepting it by phone or online, you are entering into an agreement with ESB Energy and also your local network operator.

B. The agreement is that you and your network operator both accept the national terms of connection (NTC). The NTC is a legal agreement. It sets out rights and duties in relation to the connection which your network operator delivers electricity to, or accepts electricity from, your home or business.

C. If you want a copy of the NTC or have any questions about it, you can find all relevant information on their website <http://www.connectionterms.org.uk/>

## 28. National Terms of Connection

A. We are acting on behalf of your network operator to make an agreement with you. The agreement is that you and your 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 agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether site-specific connection terms exist.** If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## 29. Limits of liability

A. We accept full liability for death or personal injury caused by our negligent behaviour or deliberate omission of our employees or Agents.

B. We accept full liability if we act in a fraudulent way including if we make any fraudulent misrepresentations.

C. We do not limit our liability to supply gas and/or electricity with reasonable skill and care or for ensuring supply of gas and/or electricity complies with any information provided pre-agreement.

D. In the case of the supply of electricity or gas, if you suffer any loss or damage, (including damage to your property as a result of defective digital content which we

have supplied to you in connection with this agreement that damages a device or digital content belonging to you) our liability to you will be limited to £100,000 for each event that causes you loss. If there are a number of connected events that cause you loss, our responsibility will be limited to £100,000 in total for these events.

E. If you suffer any loss or damage other than that set out in clauses 29a, b, c or d above, our responsibility to you will be limited to a maximum liability of no more than £50,000 for each event, or a combined number of connected events.

F. We will not under any circumstances, be liable for:

- (i) death or personal injury suffered as a result of your negligence;
- (ii) any event or circumstances beyond our reasonable control;
- (iii) any indirect or direct loss of income, business or profits (as this is a consumer and not a business agreement);
- (iv) any other loss or damage that could not reasonably have been expected at the time we entered into this agreement;
- (v) any loss you suffer as a result of your responsibilities to any other person.

G. We will make good any damage to your premises caused by us while performing tasks relating to the services such as reading or installing meters. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your premises that we discover while performing such tasks.

H. This agreement does not affect any rights you have by law, including your rights under the Consumer Protection Act 1987.

### **30. Collecting your personal data**

A. The personal data collected about you includes your name, email address, postal address, mobile number, social media ids, date of birth, financial information (including bank account details), credit history, and information about use of our services/products, personal requirements which may include information about your physical and mental health. If you give us personal information about other people (such as people you live with or family members), you confirm that you know they agree or that you are otherwise allowed to give us that information and we will treat this as your personal data.

B. We will also track your use of our website through cookies.

C. If you have a smart meter installed at your property we will also capture your energy consumption data.

D. We (and our Agents) collect certain personal data from and about you during your sign-up journey to become a customer, whenever you get in contact with us or use our website or as part of providing our services to you - for example, if you use our website to obtain a quote, or call us to enquire about your account. We may also monitor and record any communications we have with you, including phone calls and emails, for account management purposes and to make sure we are providing an excellent service to our customers.

### **31. Using your personal data**

A. By taking services under this agreement, you agree to us using and sharing your personal data with our Agents and with other parties where we are required to do so by law or under our Licence

B. We (and our Agents) may use your personal data to:

(i) provide our services to you;

(ii) contact you to see if you would like any help, if you have requested a quote from us or have started but not finished the sign-up journey;

(iii) provide you with incentives or run a loyalty scheme;

(iv) contact you for suggestions on how we can improve the way we provide our services to you (e.g., we may ask you to complete a survey);

(v) help train our staff, including using your calls and emails as part of our quality monitoring and training processes;

(vi) create reports or profiles to analyse information for marketing purposes;

(vii) carry out a credit check using license credit reference agencies who will record the details;

(viii) help to detect and prevent fraud and debt including energy theft and loss;

(ix) ensure compliance with this agreement, all relevant laws, regulations, industry codes, government directions and other compliance and regulatory requirements.

C. We will take appropriate measures to protect your personal data from unauthorized processing, loss or damage. To assist with data processing and the

provision of our services to you, your personal data may be transferred to or accessed from other countries (including those outside the European Economic Area) and processed in those countries on the basis that anyone we pass it to provides an adequate level of protection. Such information may also be accessed by local law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

D. We will hold your personal data for as long as it is necessary for the purpose for which it was collected, for as long as we are allowed to for legitimate business purposes, to help prevent fraud and other financial crime and to comply with our regulatory and legal obligations.

## **32. Contacting you**

A. We will always contact you in the way you have asked us to contact you.

## **33. Marketing information**

A. When you first provide your personal data, we will give you the chance to choose whether you would be happy for us and our partners to contact you with marketing information and if you have any preferences for the way you would like to be contacted. This will include contacting you by post, email, phone, SMS, multimedia message or other forms of electronic communication.

B. If you choose to be contacted, we may tell you about our exciting new products and services and our related businesses.

C. We (and our Agents or related companies) will use your personal data for marketing purposes only if you have told us we can.

D. If you would prefer not to receive this sort of marketing information you may opt out at any time from receiving marketing messages by contacting us or by updating your preferences using your online account portal.

## **34. Switching**

A. We may also ask your previous energy supplier for personal data about you that will allow us to take over your supply (for example, information about your meter readings, meter technical details etc.). Similarly, if you switch away from us, we may provide similar personal data to your new supplier so they can begin supplying your energy.

## 35. Sharing

A. You agree to us sharing your personal data with our Agents and selected third parties for marketing (if you have chosen to be contacted for such purposes), switching and in relation to the purposes set out in this clause below.

B. We may share your personal data with third parties, including:

- (i) with anyone you have a joint bank account (for any direct debit you have) or joint energy account with;
- (ii) companies that provide, review and/or receive services in relation to our website or our services or products;
- (iii) regulators or legally appointed bodies, such as Ofgem, for regulatory or legal purposes;
- (iv) the relevant gas transporter, metering Agents or network operators;
- (v) where appropriate, individuals such as family members or authorised representatives;
- (vi) previous tenants, landlords, or organisations such as letting Agents;
- (vii) previous, current or new energy suppliers including to assist the switching process and in the event of any suspected fraud or energy theft;
- (vii) organisations involved in the prevention or detection or investigation of crime, such as the police;
- (ix) if you fail to make payments we may share information with debt collection and tracing Agents;
- (x) if you give us false or inaccurate information we may pass this information to fraud prevention agencies;
- (xi) the Electricity Distribution Network Operator (please see clause 42c below);
- (xii) any potential purchaser of our business and/or assets (together with its and our advisers); and
- (xiii) for legal purposes if we are asked to do so.

### **36. Duty to share Priority Service Register (PSR) information**

A. In so far as permitted by any laws relating to data protection and/or privacy, ESB Energy must share the Minimum Details using the relevant industry mechanisms.

### **37. Access to your personal data**

A. You are entitled to a copy of your personal data held by us, as provided for under the Data Protection Act 1998. You also have the right to require us to correct any inaccuracies in your personal data. These rights may be exercised by writing to The Data Protection Officer, ESB Energy, PO Box 266, 132 Manchester Road, Manchester, M41 4DT.

### **38. Notices**

A. Notices under this agreement will be in writing and delivered to you by post to your billing address or by e-mail to the email address you provided. From time to time we may need to visit your property or deliver a notice by hand to your billing address. A notice given in accordance with this agreement will be effective upon receipt by you or 14 days after we have sent it, unless we receive evidence to the contrary.

B. You must send any notices under this agreement to: ESB Energy, PO Box 266, 132 Manchester Road, Manchester, M41 4DT.

### **39. How to make a complaint**

A. If, for any reason, you are not happy with our service you can make a complaint. To contact our customer service team call 0345 60 70 372 or email [complaints@service.esbenergy.co.uk](mailto:complaints@service.esbenergy.co.uk) or write to ESB Energy Limited, Peter House, Oxford Street, Manchester, M1 5AN.

B. If you would like a free copy of the latest version of our Complaints Handling Procedure, you can access it [here](#)

C. You can refer your complaint to the Ombudsman Services: Energy on <https://www.ombudsman-services.org/sectors/energy> or via post Ombudsman Services: Energy, PO Box 966, Warrington, WA4 9DF

(i) if you have followed our complaints procedure and:

1. your complaint has not been resolved after eight weeks; or
2. we have sent you our final response to your complaint and you are still unhappy.

#### **40. Emergencies and Safety - Gas**

A. If you suspect or are aware of a gas leak, you must immediately call the **Gas Emergency Number (0800 111 999)**. You will also find this number on any of your bills and statements.

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

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

#### **41. Emergencies and Safety - Electricity**

A. If you are aware of, or suspect, any danger relating to your supply or distribution of electricity that:

(i) requires urgent attention; or

(ii) affects or is likely to affect the maintenance of security, availability or quality of service of the electricity distribution network

B. Please contact your Electricity Distribution Network Operator immediately. Contact details of your Electricity Distribution Network Operator are printed on all statements and bills.

C. You need to tell us if you have a medical condition, disability or have any special needs. We will notify the Electricity Distribution Network Operator so that you can receive priority support in an emergency. This could involve your local Electricity Distribution Network Operator providing alternative heating and cooking facilities in the event of supply interruption.

#### **42. Other important terms**

A. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

B. This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

C. If a court finds part of this agreement illegal, the rest will continue in force. Each of the sub-clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sub-clauses and clauses will remain in full force and effect.

D. Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide gas and/or electricity, we can still require you to make the payment at a later date.

E. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts.