

Principal terms and conditions

Set out below are the Terms and Conditions specific to your tariff together with a summary of the key parts of the Terms and Conditions applicable to all tariffs. The all tariffs Terms and Conditions are available at [shellenergy.co.uk](https://www.shellenergy.co.uk).

Cooling off period

You have the right to cancel your contract within 14 days of the date you entered into it. This is known as a cooling off period. To do this, you may use the cancellation form on our website but you don't have to so long as you inform us of your customer number and your decision to cancel in a clear statement by telephone on **0330 094 5800**, e-mail to cancelmyregistration@shellenergy.co.uk or letter to Customer Services, Shell Energy, PO Box 6363, Coventry, CV3 9LR.

Credit Checking

We may use the information you have given us to make checks with our credit checking agency to confirm your identity as part of our registration process or, where this is not possible, after the Contract is already in force. In certain circumstances we may require a security deposit as a condition of supplying you. In the event that we do request a security deposit, we may contact you to offer an alternative payment method or service, which may then remove the need for a security deposit.

Switching over from your current supplier

When we transfer your electricity and gas to Shell Energy, if you have applied for a dual fuel tariff, we will move your electricity first, and then your gas once we have confirmation of the electricity transfer. If your current supplier subsequently objects to the transfer of your gas and this cannot be resolved we will supply you with electricity only. Should this happen you can choose either to take an electricity only service or leave Shell Energy.

Fixed Prices for the Initial Contract Period

This Contract has a fixed price during the fixed term period which is up until 31 May 2021. We may not change the Terms and Conditions of this Contract prior to that date, unless: the change is not to your disadvantage, the information you have given us is incomplete or incorrect, we have to install a prepayment meter, or there is an increase in VAT payable. At the end of the fixed price term, unless you choose to do otherwise, you will be moved on to our cheapest variable price tariff (one without a fixed term); we will contact you in advance to tell you your new prices. We may end this Contract or move you on to a different tariff if you ask to move to another tariff, we fit a prepayment meter, or, as this is a dual fuel tariff you switch your gas and/or electricity to another supplier. If you or we end this Contract before 12 April 2021 we may charge an early exit fee of £50 per fuel.

Billing

You will receive a bill every three months or more frequently if we notify you otherwise. Payments will be collected as a fixed amount direct debit 'Fixed Direct Debit', a variable amount direct debit 'Variable Direct Debit' or you can choose to 'Pay on Receipt of Bill' via cash, cheque, card or online payment. 'Fixed Direct Debit' means Shell Energy will deduct a fixed amount from your account each month. When you are paying by Fixed Direct Debit each month this amount may be varied after any reassessment of your payments if they are not in line with your actual or projected energy usage. This will be communicated to you prior to any changes taking effect. 'Variable Direct Debit' means Shell Energy will deduct from your account the amount that is shown on your electricity and gas bill. This means that your full balance will be paid following the issue of each bill. 'Pay on Receipt of Bill' means that you will need to pay the amount shown on your electricity and gas bill in full via cash, cheque, card or online payment. If you have opted to 'Pay on Receipt of Bill' your standing charges, shown on the front of this tariff guide, will include an administration charge of up to £48 per year per fuel. You may choose to receive your bills in paper or electronic form (including accessing your bills online). To change your billing preferences please log in to your online account or telephone us on **0330 094 5800**.

Possible additional charges & discounts

Where you do not pay us by direct debit we will make an administration charge of up to £48 per year per fuel. All bills will be electronic and accessible via your online account. A summary of charges relevant to you is available on our website in the "Help and Advice" section.

Leaving Shell Energy

You can leave at any time but you will be required to pay any outstanding debt before doing so. If you are repaying a debt to us by means of a prepayment meter, you have the right to switch supplier as long as the debt that you are repaying is less than £500 and your new supplier agrees to take on this debt. Please bear in mind that if you do leave before 12 April 2021 we may charge an early exit fee of £50 per fuel. If there is a debt outstanding on your account we may object to your transfer. You can resolve this by either (i) repaying us the debt within 30 days of us advising you of this requirement; or (ii) where you are paying for your energy using a prepayment meter, if the debt you are repaying is less than £500, your new supplier agreeing to take on the debt.

Discounts

n/a

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Additional Charges

This tariff has an exit fee of £50 per fuel if you end your contract before 12 April 2021.

Bundles

Includes a Nest Learning Thermostat

Rewards

Once you have passed the supply start date you will be eligible to receive a Shell Energy fuel saving of 3% off the cost of Shell fuel up to a maximum of 60 litres per month, which can only be redeemed at participating UK Shell service stations against Shell fuel (V Power and main grade petrol and diesel) and LPG. In order to receive this fuel saving you will need to register with Shell Go+.

Only one Shell Energy fuel saving is available per property, even if you are both an energy and a broadband customer. Your allowance will be refreshed on the 1st of each calendar month. If you do not use your Shell Energy fuel saving in any given month then it will be lost and cannot be rolled over and used in another month.

A summary of charges relevant to you is available on our website in the "Help and Advice" section

A full version of our Terms and Conditions can be downloaded from [shellenergy.co.uk](https://www.shellenergy.co.uk).

Alternatively you can contact Customer Services

Telephone: **0330 094 5800**

Email: customer.service@shellenergy.co.uk

Get help with an energy problem

Contact Citizens Advice if you need help with an energy problem - for example with your bills or meters, or if you're struggling to pay for the energy you use. We're the official source of free and independent energy advice and support.

Go to citizensadvice.org.uk/energy or call us on **03454 04 05 06**. Calls are charged at your normal rate.

If you do need to make a complaint, you should contact our Customer Services Team in the first instance on **0330 094 5800**. They will do their best to resolve your complaint, but if you feel your complaint has not been handled to your satisfaction, you may then speak to our Customer Contact Specialist Team.

If you remain unhappy with our resolution of your complaint, or if your complaint has not been resolved within 8 weeks of the date you told us about it, you may refer the matter to the Ombudsman Services: Energy on **0330 440 1624** or at ombudsman-services.org/sectors/energy. They are free and independent, and we are bound by their decision.

Our fuel mix

All energy companies are required to tell their customers about the mix of fuels they use to generate the electricity and the impact this has on the environment.

The table below shows how we produced electricity from 01/04/2017 - 31/03/2018.

We keep the figures on this page updated in line with the publishing dates of the Government's fuel mix data disclosure data table, as defined in the Electricity (Fuel Mix Disclosure) Regulations 2005.

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Shell Energy fuel mix disclosure label

Every energy company needs to provide a fuel mix disclosure which shows the breakdown of electricity generation historically. The charts below show this for the period April 2017 to March 2018 when we were trading under the First Utility name.

Energy source	Our fuel mix %	UK fuel mix %	Carbon dioxide
Coal	11.7	7.7	918
Natural gas	61.9	41.2	357
Nuclear	18.88	20.0	0
Renewables	3.7	29.0	0
Other	4.0	2.1	691
High-level radioactive waste	-	-	0.007

Our current fuel mix

All our electricity now comes from renewable sources such as wind, solar and biomass. This is certified by Renewable Energy Guarantees of Origin (REGOs), which guarantees that for every unit of electricity you use, a unit of renewable electricity is put into the grid by renewable generators in the UK.

Please visit shellenergy.co.uk for more information.

For more information on the environmental impact of your electricity supply write to us at Shell Energy, PO Box 6363, Coventry, CV3 9LR.

Fixed May 2021 plus Nest Learning Thermostat - Terms & Conditions

1. General

These terms are in addition to and do not replace Shell Energy terms and conditions for supplying electricity and gas services to domestic customers and the tariff guide relating to the Fixed May 2021 plus Nest Learning Thermostat together ("Standard Terms"). Terms defined in the Standard Terms shall have the same meaning in these additional terms. If there is any conflict between these terms and the Standard Terms, these terms will prevail.

2. Our charges

The Nest Learning Thermostat is provided to you in stainless steel free of charge including standard installation. The Nest Stand must be purchased separately if required. Charges may apply if you are not eligible for standard installation and the amount and payment of any such charges shall be notified to you by the relevant engineer at the installation appointment.

3. Moving home

You may transfer your Fixed May 2021 plus Nest Learning Thermostat tariff and/or the Nest Learning Thermostat if you move home. However, Shell Energy accepts no responsibility for any costs you may incur in doing so.

4. About the Nest Learning Thermostat

4.1. The Nest Learning Thermostat is compatible with many central heating systems, however it is not suitable for customers with electric storage heating or electric under-floor heating. You acknowledge that you have verified the compatibility of the Nest Learning Thermostat with other equipment in your home. Shell Energy will not provide a cash option instead of the Nest Learning Thermostat if your equipment is not compatible with it.

4.2. If your Nest Learning Thermostat develops a fault or you have any technical queries about the product you should contact nest via nest.com/uk/support.

5. Delivery

5.1. Within 30 days of your supply start date or tariff switch date, we will send you an email containing a link for you to claim your Nest Learning Thermostat to your registered Shell Energy email address.

5.2. Once you have claimed the Nest Learning Thermostat, it will be dispatched to the address on your Shell Energy account within 14

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days. We will then send an email with details on how to book your installation.

5.3 You must claim your Nest Learning Thermostat within 90 days of receiving your email, after this, the web link will expire and you will not be able to claim your Nest Learning Thermostat.

6. General Requirements

6.1. To take advantage of the Fixed May 2021 plus Nest Learning Thermostat offer you must:

- 6.1.1. have a valid email address attached to your Shell Energy energy account prior to switching to the Fixed May 2021 plus Nest Learning Thermostat.
- 6.1.2. register for a Nest user account and agree to the terms of service. Copies of Nest's terms and conditions including product warranty can be viewed at nest.com/uk/legal/terms-of-service.
- 6.1.3. claim your Nest Learning Thermostat within 90 days of receiving the claim email. After this, the link will expire and you will no longer be able to claim your Nest Learning Thermostat.

6.2. In signing up to the Fixed May 2021 plus Nest Learning Thermostat tariff you agree to us sharing your data with selected partners for the purposes of the fulfilment of these arrangements.

7. Installation

7.1 In order for us to install your Nest Learning Thermostat:

- 7.1.1. you must have a fully working and compatible gas central heating system. Fixed May 2021 plus Nest Learning Thermostat includes a single Nest Thermostat and installation at no additional cost. If you have a multi zone heating system and require additional thermostats you may choose to do so at your own cost. You may need to pay for the costs of additional installation work.
- 7.1.2. the installer must be able to gain clear and safe access to your boiler. If the installer believes there is a health and safety risk to either yourself or our installer, including the identification of a gas unsafe situation, the installation will not go ahead;
- 7.1.3. for installation purposes you must be able to provide a working Wi-Fi code. To maximise the benefits of this product we recommend that you have a computer, tablet or smartphone.

7.2 Our standard installation package includes:

- 7.2.1. a pre-inspection of your central heating system to determine if it is working;
- 7.2.2. installation of the Nest Learning Thermostat;
- 7.2.3. minimum system set-up which includes connecting to your Wi-Fi system; and
- 7.2.4. a demonstration of the Nest Learning Thermostat.

7.3. If we need to connect new equipment to your existing central heating system, we will not be responsible for the cost of repairing or replacing parts of your existing system which later develop a fault, unless we have been negligent in not realising that installing the Nest Learning Thermostat may cause the damage or the way in which we did the work caused the fault.

7.4. Your Installation may not go ahead if you do not wish to pay any additional costs that our installer deems to be required for the installation.

Installation does not include the following:

- 7.4.1. redecoration or reinstatement of fixtures and fittings damaged as a result of the installation, unless these were caused by our negligence;
- 7.4.2. improvements required to bring your central heating system or your electrics up to current legislative standards;
- 7.4.3. the removal of asbestos or any other hazardous substances;
- 7.4.4. set up or diagnostics of Wi-Fi connectivity;
- 7.4.5. any other costs which are not covered by standard installation, such as relocating an existing hardwired thermostat, additional wiring, additional time because of complexities with your central heating system; or
- 7.4.6. any repair, maintenance or servicing of your central heating system.

Additional installation costs

7.5. Not all properties will be eligible for standard installation. We will not be able to determine whether your property is eligible for standard installation until we have inspected your central heating system. If your property is not eligible, you will receive a quotation for the required additional work direct from your installer. If you decide not to proceed with the installation you will not be entitled to any form of refund or other payment, nor will we be liable to compensate you.

Installation appointment dates

7.6. Once you have claimed your Nest Learning Thermostat we will send you an email containing a link to an online calendar in order to allow you to arrange a date and time for us to carry out the installation.

7.7. We will install your Nest Learning Thermostat on a weekday between 8.00am and 5.00pm or Saturday between 8.00am and 3.00pm. All appointment dates and times are subject to availability and subject to change.

7.8. The Nest Learning Thermostat will be delivered to your property once you have claimed your Nest Learning Thermostat.

7.9. If we are unable to arrange for the installation to be carried out on a specified date or time, then we shall contact you to agree an alternative date or time. We will not be liable for any costs or loss of income that you may incur as a result of any changes to your

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appointment.

7.10. We will contact you prior to arriving to your appointment to re-confirm the appointment date and time, confirm that the Nest Learning Thermostat has arrived and check all heating and hot water equipment are in working condition.

7.11. Our installer will require access to your property to carry out the installation. If they are unable to gain access to your property on the agreed date or you need to rearrange the appointment after we have re-confirmed it:

7.11.1. you will be charged £35 (exclusive of VAT); and

7.11.2. we will contact you to arrange another appointment.

7.12. In the event of continued failed attempts to carry out installation, we may (without any liability) choose not to install your Nest Learning Thermostat.

7.13. If you are unable to be present at the property whilst we are carrying out the installation, please ensure that you have a representative aged 18 or over at the property. They must be authorised to consent to the installation.

8. Warranty and Limitation of liability

8.1. The Nest Learning Thermostat is sold to you by Nest Labs (Europe) Limited. It comes with a warranty the terms of which can be viewed at nest.com/uk/legal/warranty.

8.2. Shell Energy is responsible for loss or damage you suffer that is a foreseeable result of its negligence, but Shell Energy is not responsible for any loss or damage that is not foreseeable.

8.3. Loss or damage is foreseeable if it is an obvious consequence of Shell Energy breach or if it was contemplated by you and Shell Energy at the time we installed the Nest Learning Thermostat.

8.5. Shell Energy does not exclude or limit in any way its liability for:

8.5.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

8.5.2. fraud or fraudulent misrepresentation; or

8.5.3. anything else which it cannot by law exclude or limit its liability