

Terms and conditions

While this is a legal agreement, we have tried to write it in a way that is clear and easy to understand. If there is anything you are not sure about in this agreement, please get in touch with our Member Support Team.

You can find our contact details at bulb.co.uk/help. We would love to hear from you.

Note: the information in this agreement relates to Bulb as your energy provider. If you're using our **Carbon Calculator** (<https://bulb.co.uk/carbon-calculator/>) or paying to offset your carbon emissions with Bulb, please see our **Carbon Calculator terms and conditions** (<https://bulb.co.uk/carbon-calculator/terms/>).

To start, here are some definitions of terms used throughout the document:

Agreement	All the bits and pieces that together form the basis for us working together to supply your energy. These include the Welcome Pack, any Supplemental Conditions, these Terms and Conditions and the tariff information set out in the 'Energy Supply agreement' section of the Welcome Pack and the Privacy Policy. You will receive the Welcome Pack by email or by post.
Bulb	The people behind your energy supply. Bulb is our trading name. Our registered company and the energy licence holder is Bulb Energy Limited Company Number 8469555 registered in England and Wales. Our registered business address is 155 Bishopsgate, London EC2M 3TQ.
You	"You" could refer to any of the following: <ul style="list-style-type: none">• the person who has agreed to work together with us and allow us to provide your energy• the owner or occupier of a household or business property that we are already providing energy to• a secondary account holder who has agreed to be added to the account
Business member	Means we are supplying energy to your business property.
Credit meter	An electricity or gas meter installed at the property which is used to pay for energy by monthly payment.
Data Communications Company (DCC)	Is the organisation responsible for building and maintaining the UK's unified smart meter network (DCC network https://www.smartdcc.co.uk/about/smart-dcc-licence/) , licenced by the Department of Business, Energy and Industrial Strategy (BEIS).

Deemed Contract	Describes this agreement in a case where you have moved into a property already supplied by Bulb but haven't agreed a formal contract with us yet. This is a term used by the energy industry and is outlined in paragraph 8 of Schedule 2B of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989 (as amended by the Utilities Act 2000).
Domestic member	Means we're supplying your home, or other property that you are not using for a business
Electricity network operator	The operator that has been licensed by Ofgem to operate the electricity distribution network in the area the property is in.
Energy	This may mean either electricity or gas or both depending on what you have asked us to supply to your home, or what we are already supplying to the household or business referred to in this agreement.
Gas transporter	The company that is licensed and authorised by Ofgem to pipe mains natural gas to the property.
The Green Deal	The UK government scheme that allows people to pay for energy efficiency improvements through their energy bills.
Green Deal charges	The charges for energy-efficiency measures installed in your property that we collect through energy bills in line with the UK government's Green Deal scheme.
Green Deal finance plan	An agreement with a Green Deal provider to make energy efficiency improvements to a property.
Green Deal provider	A government authorised organisation that has entered into a Green Deal finance plan with you, your landlord or a previous owner or occupier of your property.
Industry regulations	The licence (or licences) granted by Ofgem which allows us to supply electricity and gas to you, together with all other laws, regulations and industry documents, guidance or directions relating to the supply of electricity or mains natural gas (or both).
In-Home Display	A standalone screen that is wirelessly linked to the smart meter and provides information about your energy use and its cost.
Metering equipment	The meter and all other equipment and systems that are used to measure the amount of energy that is used at your property, together with any other items that we provide or make available in connection with supplying gas or electricity to you. This will include, for example, In-Home Displays and any key, token, card or other item which is used to top up a prepayment meter.
Ofgem	The Office of the Gas and Electricity Markets (or anyone who replaces them), who regulate the gas and electricity supply markets in Great Britain, together with their agents and representatives.
Prepayment meter card	The card you use to top up your gas prepayment meter.

Prepayment meter key	The key you use to top up your electricity prepayment meter.
Prepayment meter	An electricity or gas meter installed at the property which is used to pay for energy and other charges in advance. This may be either a prepayment meter or a smart meter that is set to prepayment mode.
Privacy Policy	The privacy policy which you can find at bulb.co.uk/privacy .
Property	The home, building or other space we supply energy to under this agreement.
Security deposit	An amount of money you give to us as 'security' for the charges you incur. We can use the security deposit towards paying for those charges if you don't pay for them in line with this agreement.
Smart meter	An electricity or gas meter installed at the property that we can communicate with and read remotely, without needing to visit the property (unless we are required to in accordance with the terms of this Agreement).
Supply	Refers to the sale by us to you of gas or electricity via a gas transportation network or an electricity distribution network (as applicable).
Traditional meter	An electricity or gas meter installed at the property that we cannot communicate with or read remotely.

1. When our Agreement begins

- 1.1. Our agreement together begins on the date you agreed to enter into an agreement with us:
 - 1.1.1. by filling in and sending an online application to us or one of our representatives (for example, on our website or using our mobile phone app); or You have made a commitment to us that you either own or live in the property where the supply will be made, you are over 18 and you are allowed to sign up to this Agreement.
 - 1.1.2. over the phone with one of our representatives; or
 - 1.1.3. in person with one of our representatives.
- 1.2. If you are a domestic member, you have made a commitment to us that you either own or live in the property where the supply will be made, you are over 18 and you are allowed to sign up to this agreement.
- 1.3. You agree that you have entered into this agreement with Bulb in your personal capacity or on behalf of a business via one of the following routes: the bulb.co.uk website, a price comparison website, a Bulb sales team (for example telephone, door to door or events sales teams) or an approved broker if you're a business member, and you have not entered into this agreement with Bulb via any other third party agent.
- 1.4. You agree that if you change from domestic to business usage or business to domestic usage, you will let us know so we can change this agreement and your pricing plan as required.
- 1.5. You agree to provide us with contact details and to keep these contact details up to date. These contact details will include an email address and telephone number.
- 1.6. You agree to receive emails from us, unless we agree an alternative contact method with you.
- 1.7. If you ask us, we can add another person to your account so that they can administer your account on your behalf. We can only make that person financially responsible for your account if they agree to it, which we will need to do with them directly.
- 1.8. The agreement will continue unless you or we end it in line with the terms of the agreement.
- 1.9. If you tell us you are leaving a property, we may ask you for evidence that you are no longer responsible for the property.

2. When our energy supply to you begins

- 2.1. If you have asked us to supply your energy, you agree that we can contact the current supplier of the property, so we can start your switch.
- 2.2. We'll begin supplying your energy as soon as possible. We will let you know the exact date your energy will be supplied by Bulb. We may change the start date for the supply if we don't have all the information we need or if we need to start the process again, because your previous supplier objects to the switch.
- 2.3. We aren't responsible for any charges you have to pay your old supplier. Your previous supplier

may refer to these as your 'outstanding balance' or 'outstanding debts'.

- 2.4. If your previous supplier charges you an exit fee to terminate your contract, we will refund this as a credit to your Bulb account when your switch to Bulb completes, up to a maximum of £60 for electricity and £60 for gas (including VAT). To claim the refund, you must upload or email a copy of the final bill from your previous supplier for the property switching to Bulb which shows the exact exit fee amount.
- 2.5. You agree to provide us meter readings for the date we start supplying your energy.
- 2.6. If you are a domestic member, we may offer additional services to you if you have specific needs, for instance if you are unable to read your own meter, we can send a meter reader to your premises. We will agree with you if you are eligible for one or more of these services.

3. Our rights to ask for a security deposit, a guarantor and credit check

- 3.1. If you're a domestic customer, we may do checks with a credit reporting agency to ensure you are able to pay your energy bills. If you're a business customer, we will always do checks with a credit reporting agency to ensure you are able to pay your energy bills.
- 3.2. Based on your score, we may ask you to pay a security deposit before we start working to switch your energy supply over to us. In that case, we won't be able to supply you with energy until we have received the security deposit in full. Your agreement with us won't come into effect until we have received the security deposit in full.
- 3.3. If the start date of your supply is delayed because you have not paid the security deposit, we aren't responsible for any charges you have to pay your old supplier.
- 3.4. The amount of security deposit we ask for will depend on your individual circumstances.
- 3.5. We can also ask for a security deposit if you have accumulated debt on your account with us.
- 3.6. A security deposit may be repaid once you have established a good payment history with us. We may return the security deposit to you by reducing your monthly payments.
- 3.7. If you have paid a security deposit to us, we can use that security deposit to pay off any outstanding charges you owe to us at any time.
- 3.8. If you're a domestic customer, instead of a security deposit, we may ask you to provide details of a guarantor. This is another person you know who will agree to guarantee the payment of your energy bills.
- 3.9. We reserve the right to send your payment history to credit reference agencies regardless of whether you are in credit or debt with us.

4. Paying for the energy and other charges

- 4.1. You're responsible for paying Bulb for your energy until this agreement ends or until you stop using services provided by us, whichever is later. This agreement will apply if you and we have expressly entered into it or if you take responsibility for a property we already supply under a deemed contract.
- 4.2. We'll calculate the charges for your energy using:
 - 4.2.1. The electricity and / or gas you've used in kilowatt hours (kWh),

- 4.2.2. A daily standing charge for each household or business we supply for you. We will charge you the daily standing charge consistently with industry regulations set out by Ofgem.
- 4.2.3. The charges that applied to your tariff for the period in which you consumed the electricity and / or gas, and
- 4.2.4. If you have a credit meter, any meter readings you've given us, meter readings we have been provided by the meter reader or, if no up-to-date meter reading is available, we will use estimated meter readings (using industry standard methods).
- 4.3. We'll add VAT to all our charges at the appropriate rate.
- 4.4. If you have a smart credit meter or a traditional credit meter:
 - 4.4.1. You must either pay the amount shown on your bill using your chosen payment method (for example, by Direct Debit) or the fixed amount you have agreed to pay.
 - 4.4.2. You agree to pay for your energy with a monthly payment by Direct Debit, by debit card, credit card on receipt of the bill or using another payment method we agree with you.
 - 4.4.3. Unless otherwise agreed, you must pay for the supply in advance via your chosen payment method (for example, by Direct Debit).
 - 4.4.4. Your monthly payment amount will be based on the cost of the energy we think you'll use during a year with us, split into 12 equal monthly payments. We will send you an email with the payment amounts and payment dates when we set up your account with us.
 - 4.4.5. You must maintain your Direct Debit with us at all times, unless we agree to an alternative form of payment.
 - 4.4.6. We aim to review the amount, date and frequency of your automatic payments at least twice a year to make sure you're not paying too much or too little. We ensure your payments cover your consumption and any debt. When we intend to make any changes to your automatic Direct Debit payment, we will notify you by email (normally 10 working days) in advance of the payment being taken, or such other period as we may agree.
 - 4.4.7. If you have a monthly Direct Debit with us, you can amend the amount you pay each month within parameters set by us.
 - 4.4.8. You must give us an up-to-date meter reading for your energy at least every 90 days and when requested by us if there is a reason we need more up-to-date meter readings. This will allow us to bill you as accurately as possible.
 - 4.4.9. If you have a traditional credit meter and we have not received a meter reading from you, we will try to take a meter reading in person by inspecting the meter every 12 months and reflect this in your bills.
- 4.5. If you have a smart prepayment meter or a traditional prepayment meter:
 - 4.5.1. You must top up your meter in advance to receive your energy supply, and we will deduct charges for the supply from the amount you top up.
 - 4.5.2. If you change to a prepayment meter for any reason whilst we still supply you with energy, you will automatically be placed onto a prepayment energy tariff.
 - 4.5.3. If you lose your prepayment key or card, we may charge you £5 to send you a

replacement. We will not charge you the first time you lose the key or card.

- 4.6. If you ask us to test the accuracy of your meter, you must pay us an amount to cover the cost of this work. We'll tell you how much this is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the meter is operating outside of the statutory limits, we'll refund the payment to you.
- 4.7. If you're on a deemed contract with us, you must pay for the energy you use.
- 4.8. Your bill will include relevant information about tariffs and maintenance charges, including details of our cheapest tariffs (if you are not on it already). We will also provide relevant charging information where you are on a Tied Bundle. A "Tied Bundle" is a product we offer other than the supply of electricity or gas, which you have to receive because it is combined with, or linked to, one of our tariffs. Details of our tariffs (including tariff details for your local area) can also be found at www.bulb.co.uk/tariff
- 4.9. If you're having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment methods available to you. We will take all reasonable steps to determine your ability to pay and can also provide you with information about how to reduce your energy bills by improving the efficiency of your property. Some payment options might include one of the following:
 - 4.9.1. You may, for example, be eligible to register with the financial service, **Tully** (<https://www.tully.co.uk/bulb>). This service will provide us with a basis on which to increase or decrease your monthly payments to Bulb, by taking your financial circumstances into consideration. If you use this service, we will always notify you by email 10 days in advance of any change to your payments or Direct Debit taking effect. You can find more details in our **Privacy Policy** (<https://bulb.co.uk/privacy/>).
 - 4.9.2. Alternatively, if you receive certain **social security benefits** (<https://www.gov.uk/bills-benefits>), you can apply to have energy payments taken automatically from your benefits. This is called 'third party deductions' and sometimes Fuel Direct.
 - 4.9.3. If you don't receive benefits (or you've recently stopped receiving them), we can also set up a payment plan for the charges you owe us to be paid in regular instalments, based on the amount we agree you can afford to pay.
 - 4.9.4. Finally, where appropriate, we can also set you up with a top up (prepayment) meter, where you pay for your energy as you go. Some members find it easier to manage their payments in this way.
 - 4.9.5. We will not charge you for using any of the services described above.
- 4.10. If you're a business member, we will invoice you monthly for your energy and will take the amount owed automatically, by Direct Debit, within 10 days of that invoice. If we are supplying energy to your home, you are not a business member and are not paying by automatic payment, we will send you an invoice for monthly payment by email, which you will have 10 working days to pay from the day you receive the invoice.
- 4.11. We will carry any debit or credit balance forward to the next month's bill.
- 4.12. If you don't pay your bill on time (and you have failed to make a payment within 10 working days of us asking you to):

- 4.12.1. We can add the amount of your debt to your next bill if you have a credit meter. If you have a prepayment meter, we can deduct a contribution towards your debt from any top-ups you make.
- 4.12.2. If you do not make a payment to us on the date it is due we can charge you £15 for the first missed payment and £20 for subsequent missed payments to cover the administrative costs of recovering outstanding payment. This amount will be added to the debt on your account.
- 4.12.3. We may charge you interest on your debt if it remains unpaid after 14 days. Any interest will be charged at a yearly rate of 4% above the Bank of England base rate. This amount will be added to the debt on your account.
- 4.12.4. We may pass your debt to a debt collection agency and charge you up to £75. This amount will be added to the debt on your account.
- 4.12.5. If your debt remains unpaid, we have the right to install a prepayment meter at your property under warrant from the Magistrates' or Sheriff's Court without requiring your permission, if your energy remains unpaid. If you have a smart meter operating in credit mode, we may switch this to operate in prepayment mode if it is safe and reasonably practicable to do so. The prepayment plan may have higher unit rates and standing charges than the credit plan. We will tell you the charges for your new plan in advance.
- 4.12.6. If we install a prepayment meter or switch a smart meter to operate in prepayment mode, any debt will be added to your prepayment meter. We will set your repayment rate based on an assessment of your ability to pay.
- 4.12.7. If we apply for a court warrant to install a top up (prepayment meter), we can charge you up to £150 to cover any costs associated with the warrant and our costs of the installation of the top up meter. We will not charge this fee in certain circumstances (at our discretion) or where we are not allowed to by industry regulation or law. This amount will be added to the debt on your account.
- 4.12.8. We may take legal action to recover any debt and costs associated with collecting this debt. We will charge you up to £133. This amount will be added to the debt on your account.
- 4.12.9. We may also charge you the following extra amounts. They may include charges, costs and other amounts that we or our agents may charge in connection with recovering any amounts you are due to pay under the agreement, which may include:
 - 4.12.9.1. the costs of contacting or visiting you, court costs, the cost of getting and enforcing a warrant to enter the property (including, for example, to install a top up meter), or reasonable administration costs. The costs associated with applying for a warrant will be capped at £150;
 - 4.12.9.2. any costs that we or our representatives may have as a result of you failing to keep to your responsibilities under the agreement.
- 4.12.10. If you pay us less than the amount that is due to us, and we accept this amount and apply it to your account:
 - 4.12.10.1. this does not mean that we accept your payment in full and final settlement of the

relevant amount due to us; and

4.12.10.2. you are still responsible for paying the outstanding balance to us in line with the terms of the contract.

- 4.12.11. We can temporarily suspend or permanently disconnect the supply without requiring your permission. We may charge you for the cost of disconnecting your supply.
- 4.13. We will ensure that any of the above actions taken by us or our representatives, and the cost of any action we need to take, will be in proportion to the charges. This clause does not limit our approach to objecting to switches as set out in section 6 of these Terms and Conditions.
- 4.14. If we discover that you have a credit balance from a previous contract or account with us, we can use that credit balance to reduce the amount that you may owe to us.
- 4.15. If you would like a refund:
- 4.15.1. You will need to provide us with an up-to-date meter reading if you haven't done so in the past three months.
 - 4.15.2. When we receive your up-to-date meter reading, we will calculate if you will have credit in your account at the end of next month. This calculation will be based on your up-to-date meter reading and your expected energy usage for the next month.
 - 4.15.3. If our calculations show you will have credit in your account at the end of the next month, we can refund the remaining credit from your Bulb account if you ask us to.
 - 4.15.4. If you've recently changed payment methods, you will need to wait until a payment has been taken by your new payment method before requesting a refund.
 - 4.15.5. If we have refunded credit from your account, we can still increase your automatic payments to cover the energy we think you'll use during the winter months, if we think your payments are too low.
- 4.16. If we (or our payments processor) make an error with your automatic payment (for example, the amount of the payment taken is incorrect), you're entitled to an immediate refund from us of the full amount paid and any charges or interest you may have incurred from your bank as a result, for example, going overdrawn caused by incorrect payment. You should contact us as soon as you realise that an error has been made. We will take the correct payment amount immediately after making the refund to you, as you will still be required to make the payment to us for energy you used during this period. If you receive a refund from us that you're not entitled to, you must pay the amount of the refund back to us immediately when we ask you to.
- 4.17. Under some circumstances, you may be asked to pay additional charges under this agreement. This is usually in the case where you have asked us to work on the energy infrastructure in your home. This can include moving your meter from its current location to another location, works required as a result of building renovations, or requests by you to disconnect the supply of energy to your home. We will always tell you that there is a charge for this type of work, before you agree to it.
- 4.18. You will not get a bill or payment request from us which covers gas or electricity used over 12 months ago, unless you were obstructive or unreasonable at the time, and we were therefore unable to get the information we needed to charge you correctly at the time.

5. Online account management

- 5.1. By joining Bulb, you agree to manage your account online. This allows us to work together to keep costs low and therefore energy prices low.
- 5.2. By joining Bulb you're agreeing that you will undertake the following actions:
 - 5.2.1. Provide meter readings using your online account dashboard or using our mobile app, by emailing Bulb, or calling our telephone service.
 - 5.2.2. Receive monthly statements via email.
 - 5.2.3. Provide us with accurate personal details, including your personal email address, and to keep these details up to date.
 - 5.2.4. If you ask us for a paper copy of a bill and we have already provided that bill to you in paper format, we may charge you £1 per paper bill. We may waive this fee at our discretion
- 5.3. We may offer you a discount for receiving bills, statements and other correspondence online.

6. Moving house and switching your energy supplier

- 6.1. If you're moving home, you must tell us at least 2 working days before you move and this Agreement will end on the date you no longer own or occupy the Property.
- 6.2. If you are staying in your property and want to switch to another supplier, we can object to you switching supplier:
 - 6.2.1. If we have demanded, in writing, any charges you owe us for supplying gas or electricity and these are still outstanding at least 28 days after the date of our demand; and
 - 6.2.2. for certain other reasons that are allowed under the industry regulations. This includes, for example, where you or a supplier has asked to switch by mistake.
- 6.3. If you have a prepayment meter we can object to the switch if you owe us more than £500, unless your new supplier agrees to take on the debt.
- 6.4. Once you've let us know you want to switch, you have 30 working days to pay us any outstanding charges on your account.
- 6.5. If we object to you switching to a new supplier, the agreement will continue until:
 - 6.5.1. you have paid us any outstanding charges and another supplier is properly authorised or registered to supply energy to you;
 - 6.5.2. we start supplying energy to you under a new contract; or
 - 6.5.3. we disconnect your supply.
- 6.6. You agree to pay us and are liable for all charges incurred up to the date your agreement ends. You will remain liable for all charges incurred until your final bill has been settled.
- 6.7. When you move out, you must give us your new address so we can send you a final bill. Unless you have a smart or prepayment meter, you must also give us a final meter reading on the day that you move out. This is so we can calculate and send a final bill. If you don't do this, we will use the new occupant's reading or our reasonable estimate to generate your final bill.

7. Access to your meter

- 7.1. From time to time we need access to your meter to provide you with energy. You agree to provide us, or anyone we have authorised to act on our behalf, to safe, unrestricted access to your energy metering and associated equipment. If your meters are obstructed, it is your responsibility to remove the obstruction and pay any associated costs.
- 7.2. We may also charge you for the cost of visiting the property and any work needed as a result of you failing to keep up with your responsibilities under this contract, for example, if your metering equipment has been tampered with or if any gas or electricity has been stolen.
- 7.3. We may charge you if you don't let us know at least 48 hours before a booked appointment that access won't be available at the time of the appointment.
- 7.4. If your meter is ever damaged or stolen, you must let us know immediately.
- 7.5. If this agreement ends, we may recover any metering equipment we have provided to you and you agree to provide us all the access we need to do this.

8. Smart meters

- 8.1. If you have a smart meter that we can read without visiting your property, you agree that:
 - 8.1.1. Any In-Home Display provided along with that meter remains our property or the property of the meter provider we have contracted with and may not be removed from the property.
 - 8.1.2. We may use the smart meter to remotely monitor the energy you use
 - 8.1.3. We'll normally collect readings from your smart meter once a day. We will do this so you can benefit from better visibility of your energy usage via Bulb's online tools and we ensure we have a smart meter reading to calculate how much energy you've used. As a minimum, energy regulations enable us to collect a reading from your smart meter once a month so we can calculate how much energy you've used. If you'd prefer us to only take one reading a month, you can write to us at help@bulb.co.uk.
 - 8.1.4. You can decide whether the reading we take from your smart meter once a day is a reading for the entire 24-hour period or for each half-hour period. We won't take more than one reading a day unless you have given us your consent or unless we believe your smart meter has been tampered with or theft of energy is taking place at your property. If you have a smart meter and consent to provide us with readings every half an hour, we may use your energy consumption data to suggest plans that may save you money.
 - 8.1.5. We'll also collect information about how your smart meter is working, for example, if it has any faults or has been tampered with.
 - 8.1.6. If you have a traditional prepayment meter and would like to pay by Direct Debit, we may change your prepayment meter to a smart meter. We will decide whether the new meter operates in prepayment or credit mode depending on your credit score. If you do not accept us installing a smart meter, we may charge you £120 for each prepayment meter we exchange for a traditional credit meter.
 - 8.1.7. We may remotely repair and update the smart meter. We may remotely switch the smart

meter from credit to prepayment if you have debt and have no active payment method. We'll always give you at least 10 working days' notice before we do this.

- 8.1.8. If your smart meter is operating in prepayment mode and you'd like us to switch to credit mode, we may need to carry out a credit check before we reconfigure your meter.
- 8.1.9. We will only use the information from your smart meter to do certain things (for example, work out your bill). We will do this in line with the consent you have given us and in line with our privacy policy which you can find at bulb.co.uk/privacy.
- 8.1.10. We'll take all reasonable steps to connect your smart meter to a network that allows us to communicate with the smart meter and read the smart meter remotely. This will happen if your smart meter is eligible to be enrolled into the DCC's network or we are able to communicate with your smart meter via another smart meter network operator.
- 8.1.11. Where we can connect your smart meter to a smart meter network during your agreement with us, we'll let you know when this happens and send you information on how we'll collect energy usage information from your smart meter, as described above.
- 8.1.12. If your smart meter is connected to a smart meter network that allows us to communicate with the smart meter and read the smart meter remotely, we will not break the smart meter network connection. If you ask us to remove a smart meter installed at your property and install a traditional meter in its place, then we may charge up to £350 for each smart meter we exchange to a traditional meter.
- 8.1.13. If you have arranged for an engineer working on behalf of Bulb to visit your property to check or carry out maintenance to your meter, or for a smart meter or traditional meter to be installed, but you are not at your property, prevent, or refuse to allow the meter work or installation to take place, then we may charge up to £30 for the failed appointment. We may charge also up to £30 if you cancel your appointment with less than 24 hours notice.

9. Changes to this Agreement

- 9.1. From time to time, we may update this agreement to comply with changes to laws or industry regulations, or where it's necessary for our business to make a change to this agreement. Please check this page regularly to review updated terms. The date this agreement was last updated is at the bottom of this document. If the change gives us more rights or is otherwise disadvantageous to you, we will provide you with 30 days notice before the change comes into effect. If you don't agree with the changes, you can change to another supplier - there will be no penalty fees.
- 9.2. If we make changes to this agreement that result in your energy rates increasing, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can change to another supplier without any penalty. This doesn't apply if we change your payment method in accordance with this agreement. If we hear from your new supplier within 20 working days after the new rates take effect, or if you enter into a new plan with us in the same period, we'll keep your prices the same until you switch or start the new plan (as applicable).
- 9.3. If we withdraw a plan that you're on, we will move you onto a plan that is available. We will always let you know about change.
- 9.4. If you are on a variable plan and we withdraw the plan, we will let you know in advance. If you do not take any action, we will move you onto our cheapest variable plan that works for your meter

type and payment method.

- 9.5. The terms of this agreement will apply if you are on a fixed plan or a variable plan with us.
- 9.6. If you are on a fixed plan, we will not increase the tariff you pay for the duration of the plan, unless we are required to do so, for example, by law or industry regulation or we otherwise agree the variation with you at the start of this agreement.
- 9.7. You must tell us if you want to switch from a fixed plan to a variable plan before the end of the fixed plan.
- 9.8. Towards the end of your fixed plan, we will write to you with details of the other plans available.
 - 9.8.1. If your fixed plan ends and you've asked us for a new fixed plan, we may agree to start a new fixed plan with you. If no fixed plan is available, we will automatically transfer you to the cheapest available variable plan available for your meter type and payment method.
 - 9.8.2. If your fixed plan ends and you haven't asked us for a new fixed plan, we will automatically transfer you to the cheapest variable plan available for your meter type and payment method.

10. Cancelling your Agreement with us

- 10.1. You have the right to cancel this agreement with us up to 14 days after the day this agreement starts. We call this 'the cooling off period'. If you are a new member, the cooling off period will end 14 days from the day after you sign up to join us. If you are an existing member who has switched plan, the cooling off period will end 14 days from the day after you confirm your new plan.
- 10.2. Your contract with us (and your supply of energy) will continue on a rolling basis until it is cancelled, or you move house (see clause 6), or we cancel it for any of the circumstances set out in clause 12.
- 10.3. After we start to supply your energy, you can cancel your agreement with us by switching to another supplier or by starting a new agreement with us. If you cancel your contract with us in accordance with its terms, this contract (and your energy supply) will end on the day you request, provided that you have given us 28 days' notice (unless we agree to a shorter period) and at the end of that period, either another supplier has started to supply energy to your property (or your property has been disconnected) and you have paid all the money that you owe us.
- 10.4. If you switch away from Bulb or your agreement with us is otherwise cancelled, we will take all reasonable steps to send you a final bill within 6 weeks of the date of transfer or cancellation. If new information becomes available which shows an error in the final bill, we will send you a corrected final bill as soon as reasonably possible.
- 10.5. If Bulb stops trading and Ofgem instructs another energy company to take over your account (called a "Last Resort Supply Direction") our agreement will end automatically. If your account is with another energy company which stops trading and Ofgem instructs us to take over your account (also called a "Last Resort Supply Direction"), you will enter into a Deemed Contract with us. We will ensure that any credit you had with the previous energy company will become credit in your Bulb account, if we agreed with Ofgem that we would do this.
- 10.6. Any fees we charge you to terminate a Tied Bundle will be proportionate and will not exceed the loss which we have incurred as a result of you terminating the Tied Bundle.

- 10.7. Cancelling this agreement only affects your energy supply. If you are offsetting your carbon footprint with Bulb, you must cancel that agreement separately. See the **Carbon Calculator Terms and Conditions** (<https://bulb.co.uk/carbon-calculator/terms/>) for more information.
- 10.8. If you are on a Deemed Contract with us, the contract will end in the same way as described above, unless you agree to sign up to a plan or product with us. We can also end the Deemed Contract at any time by giving you 28 days' notice in writing, except where you are in the process of switching suppliers. We will never charge you a termination fee for ending a Deemed Contract.
- 10.9. After termination of this agreement, some of these terms will continue to apply to us, such as paragraphs 4.8, 4.9, 4.12, 4.13, 6.6, 10.4, 10.6 and 10.8.

11. Cancelling your Direct Debit

- 11.1. If you agree to pay by Direct Debit, you have the right to cancel it at any time by contacting your bank and asking them to stop the payments. Depending on the bank's terms, they might ask you to contact them by letter, or to give a certain amount of notice before the next Direct Debit payment is due. You should check the requirements directly with your bank.
- 11.2. If, after having cancelled your Direct Debit (by contacting your bank in accordance with Clause 11.1), the payments still continue to be taken, you should contact your bank to ask for a refund. Under the Direct Debit Guarantee, your bank will be liable to refund you for any payments that continue to be made after you cancel your Direct Debit.
- 11.3. You must let us know that you have cancelled your Direct Debit, so that we can update our records. You should also make sure that you set up another way to pay for the energy that we are supplying you with. If you change to a payment method that is more expensive for us to offer than Direct Debit, we may change your unit rate and standing charge. We will tell you the details of your new unit rate and standing charge.

12. Stopping your energy supply

- 12.1. We can refuse to supply you, suspend or disconnect your supply or tell you to stop using it in the circumstances set out below:
 - 12.1.1. We will not supply you if you want to leave a supplier, but that supplier prevents us from supplying your gas or electricity (or both).
 - 12.1.2. We may suspend or disconnect your supply if you haven't paid your bill on time and have not engaged with attempts by us or our representatives to agree a payment plan. We will re-start your supply as soon as possible once the bill has been paid.
 - 12.1.3. We may suspend or disconnect your supply if you are in material breach of this agreement.
 - 12.1.4. We may refuse to supply you, suspend or disconnect your supply if we are asked to by Ofgem, the gas transporter or the electricity network operator or by any law, code or agreement relating to the energy supply.
 - 12.1.5. We may refuse to supply you, suspend or disconnect your supply if we have reason to believe that you may have damaged or tampered with your metering equipment.
- 12.2. If we have had to suspend or disconnect the supply, we may choose to do checks with a credit reporting agency and ask for a security deposit before we re-start or re-connect it.

- 12.3. If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for re-starting or re-connecting it.
- 12.4. If your supply is domestic, we will not disconnect your supply in winter (1 October to 31 March) if any person living at the property is registered as vulnerable. This includes anyone of pensionable age, where children are under 18 and if the individual is chronically unwell. In addition, we provide a range of priority services for members who are registered with us as vulnerable.

13. What we're responsible for

- 13.1. Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we are directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage. We are responsible for any liability which is not capable of being excluded by law.
- 13.2. Except in relation to any liability which is not capable of being excluded by law, we are not liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this agreement at the time you entered into it.
- 13.3. If we are liable for a loss caused by a gas transporter or electricity network operator, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.
- 13.4. We won't be in breach of this agreement if we need to take action, or are legally required to take action, under the rules of our gas supply licence, electricity supply licence or other regulations.
- 13.5. We do not directly control the reliability of energy to your property, so we can't guarantee that the supply will be uninterrupted. But we can confirm that the reliability of your energy supply would be the same even if you chose a different supplier.

14. Using personal information

- 14.1. We will process your personal data in line with our Privacy Policy, which we may amend from time to time. You can find it at bulb.co.uk/privacy.
- 14.2. You have a number of rights which relate to access and control of your data. These are also set out in our Privacy Policy, which you can find at bulb.co.uk/privacy.

15. Emergencies and safety

- 15.1. If you have a gas emergency, you must report it on **0800 111 999**.
- 15.2. If you have an electricity emergency, you must report it by calling **105** to find your local electricity distributor.
- 15.3. You must not use the supply in any way that endangers people or property, or that could interrupt the electricity or gas supply of any other property.
- 15.4. We can restrict the supply if we think you are using it in a way that is unsafe or if we are legally required to.

16. National Terms of Connection

16.1. 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. The NTC is a legal agreement. It sets out rights and duties in relation to the electricity connection to and from your home or business, regardless of whether you are receiving energy, or delivering electricity back to the grid. By entering into this agreement with us, you agree to the NTC. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 4 More London Riverside, London, England, SE1 2AU, phone 0207 706 5137, or see the website at connectionterms.org.uk.

17. Our complaints procedure

17.1. If you're unhappy with our service, you can make a complaint by calling us on 0300 30 30 635 or emailing us at complaints@bulb.co.uk. We will follow the complaints policy on our website.

18. Other conditions

- 18.1. In the event of a company restructure, change of ownership or another event required as part of our general course of business, we may transfer any of our rights or obligations under this agreement and it may not be possible to notify you or seek your permission first.
- 18.2. We can transfer any or all of our rights and responsibilities under the agreement (including the right to receive any payments due to us) to another person without your permission, as long as they have all the necessary licences and approvals from Ofgem or other industry bodies. We will tell you in writing if this happens.
- 18.3. That person will take on the rights and responsibilities as if they had originally taken out the agreement with you. We will be released from all of our responsibilities under the agreement and from then on you will deal with the other person.
- 18.4. In the event of a change of ownership, change of tenancy or any other change that may affect this agreement or the supply of your energy, you are not able to transfer your rights or obligations under this agreement without agreeing this with us first.
- 18.5. We won't tolerate violence, physical aggression, harassment or verbal or written abuse towards our staff and agents on any channel of communication.
- 18.6. If you experience anger and frustration towards Bulb because something has gone wrong, we will politely and professionally work with you to resolve your concerns.
- 18.7. If you direct abusive behaviour specifically at individuals, for example name-calling or swearing, our team members will terminate the conversation.
- 18.8. If you are repeatedly abusive, threaten violence or harass someone based on a protected characteristic, as set out in the Equality Act 2010, we can block your phone number, report the behaviour to the police or take legal action.
- 18.9. If we need to serve a notice on you in connection with this agreement, we will use either your email address or postal address that you have given us. If we post a letter to you in connection with this agreement, it will be assumed to have been delivered two working days after it was posted unless it is issued to you by hand or email in which case it will be considered to have been delivered immediately.

- 18.10. This agreement, any other agreements you receive from us, and any documents explicitly referred to in this agreement, are the entire agreement between you and us.
- 18.11. Nothing in this agreement affects our legal rights or powers. Nothing in this agreement affects any of your statutory rights that can't be excluded by law.
- 18.12. If any part of this agreement is void or unenforceable, the rest of the agreement will be unaffected.
- 18.13. This agreement is governed by the laws of England and Wales if your property is in England or Wales, and in Scotland if your property is in Scotland. If there is any dispute between us, it will be dealt with by the courts of England and Wales if your property is in England or Wales and by the courts of Scotland if your property is in Scotland.

19. Guaranteed standards of performance

- 19.1. Our 'Guaranteed Standards' (<https://bulb.co.uk/guaranteed-standard-of-performance-gsop/>) section of our website sets out some minimum standards we must meet in supplying energy to you, and the compensation arrangements that apply if we fail to meet those standards. We update it regularly so please check our website for more information.

20. Referral programme

20.1. Definitions

- 20.1.1. Programme: Bulb's referrals programme.
- 20.1.2. Referrer: An existing member of Bulb participating in the programme.
- 20.1.3. Recruit: The member being referred.
- 20.1.4. Unique link: A URL (web address) unique to each referrer.
- 20.1.5. User: Individuals or businesses who are accessing or using the programme either as a referrer or as a recruit referred to Bulb's services and the use of 'user' or 'you' is a reference to either or both depending on the context.
- 20.1.6. Reward: The reward amount offered by us under the programme. The reward will vary by campaign. The active reward for a referrer is shown on their personal referrals dashboard page.
- 20.1.7. Sign up date: The date the recruit signs up on the website using a referral link, and tells us they want to switch their energy supply to Bulb.
- 20.1.8. Switch date: The date Bulb starts to supply just electricity, or electricity and gas, to the recruit.

20.2. Programme eligibility and delivery

- 20.2.1. The referrer and recruit will each receive a reward when the recruit successfully switches their energy supply to Bulb, subject to these conditions.
- 20.2.2. You must be over 18 and live in the UK to be a referrer or a recruit. If you are referring on behalf of a business, Bulb has the right to decide whether your business is eligible to participate in the programme.
- 20.2.3. The recruit agrees that their name, annual saving on energy bill, and annual CO2 saving

may be shared with the referrer.

- 20.2.4. Referrers must be existing Bulb members. Recruits must not have already signed up to Bulb or be an existing member, already on supply with Bulb, or a member of Bulb in the preceding 12 months, using any email address or alias.
 - 20.2.5. The recruit must use the referrer's unique link to switch energy supply to Bulb on bulb.co.uk. Bulb is not responsible when links are quoted or shared incorrectly. Referrals claimed retrospectively, or for incorrect links, are not eligible and will not be rewarded.
 - 20.2.6. A referrer or a recruit will not receive more than one reward per property.
 - 20.2.7. If the recruit cancels their agreement with Bulb before the switch date, their reward and the referrer's reward will also be cancelled.
 - 20.2.8. We will email the referrer once a recruit has signed up, on the sign up date, and again when the reward has been earned.
 - 20.2.9. If the recruit or the referrer has an electricity credit meter, rewards will be delivered as credit in their account on the switch date. This is usually 21 days after the sign up date. If the user has an electricity prepayment meter, rewards will be delivered via a third party payment provider. This is usually shortly after the first successful electricity top up.
 - 20.2.10. Referrers may offer additional rewards to recruits as long as it is clear that the additional reward is entirely the responsibility of the referrer and not the responsibility of Bulb.
 - 20.2.11. Referral rewards are not transferable, and they can't be auctioned, traded, bartered or sold. If we stop the referral programme, rewards that have been added as credit to the user's account are considered paid. If we cancel a member's account for any reason, they will be refunded any rewards that have already been paid but will not receive any rewards that are still being processed.
 - 20.2.12. This agreement applies to every reward advertised on Bulb's website. In addition, any specific or personalised rewards we're running at the time you register for the programme will also apply.
- 20.3. Promotion of unique Links
- 20.3.1. Unique links should not be used by professional landlords or businesses that do not have legitimate business interests (for example, a company that is set up just to benefit from the programme will not be allowed to take part).
 - 20.3.2. You must make it clear when referring that it is a personal recommendation and that you do not represent Bulb or any Bulb employee when promoting your unique link.
 - 20.3.3. No paid advertising of unique links is allowed across any search engines or social media platforms.
 - 20.3.4. We have a no tolerance spam policy.
 - 20.3.5. When you're sharing a referral link, either online, by email or in print, you must only share it in a personal way that is appropriate with friends, colleagues, employees, customers and family members. For example, bulk distribution, distribution to strangers, posting unique links on online marketplaces such as Amazon or Ebay, or any other promotion of a unique

link in a way that looks like "spam" is expressly prohibited.

- 20.3.6. If you submit an email address to Bulb, and it's not yours, you must have prior consent from the owner of the email address.
- 20.3.7. If you are promoting your referral link via email, you must comply with the law – including anti-spam laws. If you don't comply with the law, and legal action is taken against you, you must compensate Bulb for any costs and expenses we may have to pay as a result of this legal action.
- 20.3.8. Unique links may not be posted or shared on review platforms, including Trustpilot and Google reviews. This is to protect the integrity of reviews. You must not use Bulb's brand to promote unique links, though you may link to Bulb's website or social media accounts.
- 20.3.9. Unique links may not be posted or shared in reply to Bulb's platforms, or Bulb profiles on other platforms. This includes but is not limited to the Bulb Community, and Bulb social media pages. This is to ensure that these platforms remain a place for their intended content and discussions.
- 20.3.10. As an exception to 20.3.9, unique links may be shared on Bulb platforms when a non-Bulb member has asked for a unique link.

20.4. Further Obligations

- 20.4.1. Users are responsible for any tax implications resulting from receiving a reward.

20.5. Bulb Programme discretion

- 20.5.1. Bulb reserves the right to verify referrers and recruits, and ask for proof of eligibility.
- 20.5.2. We reserve the right to suspend you from the programme if we decide your referral methods are inappropriate.
- 20.5.3. We have no obligation to monitor the content shared by people who refer Bulb. But we may check the content and block email messages, remove content or ban people from referring if we think the content they are sharing is inappropriate.
- 20.5.4. Bulb may remove posts shared on our community, social media, or review platforms if they are in breach of these terms.
- 20.5.5. If we need to investigate a referral reward, there may be a delay in paying it. We may also refuse to pay a referral reward if we believe it is fraudulent, suspicious, in violation of this agreement or if we think it might cause legal action to be taken against us, our subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.
- 20.5.6. Our decision about whether or not a user is entitled to a reward is final and binding.

20.6. Suspension of the Referral Programme

- 20.6.1. Bulb may suspend your rewards account at any time if you are in breach of this agreement.
- 20.6.2. If we suspend your rewards account for any reason, we may refuse to pay rewards for any referrals during the suspension.
- 20.6.3. Bulb may suspend the programme at any time for any reason

21. Green Deal

- 21.1. This clause 21 applies if there is a Green Deal finance plan attached to your home or business premises. We will contact you about your Green Deal charges before your supply start date with us.
- 21.2. You agree to pay us the Green Deal charges for your home or business premises from the date that we begin supplying electricity to your home or business premises. We will collect these charges through your energy bill, or if you're a prepayment member, through your meter.
- 21.3. You agree to pay the Green Deal charges for your home or business premises even if you did not enter a Green Deal finance plan yourself, for example if your landlord or a previous owner or occupier entered into a Green Deal finance plan for your home or business premises.
- 21.4. Green Deal charges are separate from any charges for the energy you use. Our tariff prices do not include Green Deal charges, and these will be added to your bill separately. We will only collect Green Deal charges for the period we are responsible for supplying your electricity.
- 21.5. We will send your Green Deal charges to the relevant Green Deal provider on your behalf.
- 21.6. We will tell you what your Green Deal charges will be before we start taking them. You can see what Green Deal charges you pay by looking at your energy bill.
- 21.7. You agree to pay your Green Deal charges through the same payment method which you choose to pay for your energy.
- 21.8. If you do not pay your Green Deal charges, we will have the same rights as if you owe us any other amounts under this Agreement or under a Deemed Contract with us.
- 21.9. If you owe us any money which includes Green Deal charges and we receive a part payment from you, we will pay off the Green Deal charges in proportion to the overall debt.
- 21.10. We can collect information about you to manage your Green Deal finance plan, for example your name, contact details and information about the energy supply at your home or premises. We can also get this information from your Green Deal provider or others involved in your Green Deal finance plan. We may share the information we hold on you with others involved in your Green Deal finance plan, including the Secretary of State.
- 21.11. If you change your energy supplier, your responsibility for paying the Green Deal charges still continues and your new supplier will take over collecting these from you with effect from the date that you leave us.
- 21.12. Any Green Deal charges due after the date you move out will be charged to the new owner or tenant, or if the property is empty, the landlord.

22. The Bulb Brand

- 22.1. About our brand and how to use it
 - 22.1.1. We want to make sure the Bulb brand is used in the right way. We don't want to confuse people. Feel free to link to Bulb's website/social media accounts, but please do not use the Bulb brand name in any of your own online profile names, handles, or website URL.
 - 22.1.2. Please get written permission from Bulb before using any of Bulb's brand features. Bulb's



bulb

brand features include but are not limited to:

- The Bulb logo
 - Bulb's brand colours
 - Bulb's font
 - Bulb's other graphic elements
- 



23. Cancellation form

You may use the following form to cancel this agreement as described in Clause 10.1. To:

Bulb

155 Bishopsgate

London

EC2M 3TQ

Phone: 0300 30 30 635

Email: help@bulb.co.uk

Name on the agreement:

Supply address:

Supply start date:

Mobile number:

Email address & username:

Agreement to cancel: Electricity Only, Gas Only, or Electricity and Gas*

Signature of member(s) (only if this form is notified on paper) _____ Date:

[*] Delete as appropriate

Last updated: 16 March 2021

Privacy Policy

1. Introduction

We know that providing personal information is an act of trust and we take that seriously.

This Privacy Policy should help you work out what we collect your data for and how we protect it for you. If you have any questions or would like to make any requests about your personal information such as opting out of marketing, please email privacy@bulb.co.uk.

We go into more detail later on this page, but here's the short and sweet version:

2. In a nutshell

Most of the data we collect and hold about you is for the purpose of:

- providing your energy
- offsetting your carbon footprint, if you've used our **Carbon Calculator** (<https://bulb.co.uk/carbon-calculator/>) and signed-up to monthly payments
- collecting payments from you for the energy efficiency measures you've installed on your premises if you're involved in the Green Deal Plan

We also use data to make Bulb's products and services better, and to help us advertise Bulb.

2.1 To supply you with energy

We gather information about you and your home so we can accurately supply your energy. For example, we need to know your address to supply the right property, and we need to know how much energy you use so we can send you accurate bills.

Where necessary, we share this with other organisations in the energy industry, like your old supplier, Ofgem and the organisations that maintain the national energy databases.

2.2 To offset your carbon footprint

If you use our Carbon Calculator to work out and offset your carbon emissions, we gather information from you so we can work out the size of your carbon footprint and how you can reduce it.

For example, we need to know what sort of transport you use during the week, the sorts of food you eat and how often you fly, so that we can either provide you with advice on how to reduce your carbon footprint or we will provide you with an option to pay to offset your carbon emissions.

2.3 To manage your Green Deal Plan

If you are part of the Green Deal Plan, we gather information from about the energy supply at your home, so we can manage your Green Deal Plan.

2.4 To make Bulb better

We collect data on how you use our website, App and other features. We track things like where you click on our site and what features you use. This lets us learn what's working well and what features we need to improve.

We sometimes share this data in an aggregated form with agencies or partners that are helping us. For

example, we might tell a telecommunications partner how many phone calls we get a week.

2.5 To advertise Bulb

We use your data to help grow Bulb and spread renewable energy. If you're a member of Bulb, we share data with social media, search engine, and other advertising platforms so that we stop asking you to join Bulb, and instead show you content more relevant to you.

We also share aggregated data with agencies that help us with advertising. For example, we might share with an agency how many of our members live in Scotland.

2.6 To communicate with you

In addition to sending you key information about your account by email, from time to time we'll also send you information about things we think will interest you. If you're a Bulb energy member, this includes letting you know the carbon emissions you're avoiding each year by being with Bulb, updates on our referral programme, and reminding you about how you can manage your energy online.

If you sign up to offset your carbon footprint using our Carbon Calculator, this includes letting you know about the carbon reduction projects your money is supporting, telling you about new product updates, and reminding you when it's been a year since you signed up.

Where necessary, we share your data with organisations that send communications on our behalf. For example, we ask Trustpilot to send invitations to review our service to our energy members and our Carbon Calculator offsetting members.

3. Information we collect from Bulb energy members

3.1 Information you provide us at sign-up

- Contact information: such as your name, address, email address, date of birth and telephone number.
- Vulnerability information: such as disabilities, age, or health conditions for you or a member of your household. This helps us provide suitable additional services.
- Financial information: such as your payment details and financial circumstances. We need your bank details if you want to pay by direct debit. If you have difficulty paying our bills, providing details of your circumstances helps us work with you to resolve this.
- If you are eligible for the Feed-in Tariff scheme: additional information to confirm your identity (such as a copy of your passport or driving licence, or proof of company registration) and information about your Feed-in Tariff installation (such as a certification document and your installation meter details). We are required to collect this information to comply with Ofgem's Feed-in Tariff scheme.

4. Information we collect from carbon offsetting members

4.1 Information you provide us at sign-up

- Contact information: such as your name and email address.
- Carbon emissions information: such as the type of transport you use during the week, the sorts of foods you eat and how often you fly.
- Financial information: such as your payment details. Information about your debit or credit card is stored and processed on our behalf by our payment partners Stripe, so you can pay monthly to offset

your carbon footprint. You can find more information on how Stripe processes your personal data and your data protection rights by looking at **Stripe's privacy policies** (<https://stripe.com/gb/privacy>).

5. Information we collect while we provide you energy services

- Information about your energy supply: such as your meter reference numbers and meter type. This ensures we link you with the right meter and keep industry databases accurate.
- Energy you use: such as details of your energy use and your supply start and end dates. If you have a smart meter or Bulb energy monitor we will take consumption data directly from your meter in line with the consents you have given us. We need details of your energy usage so we can send you accurate bills.
- Energy you generate: details of energy you generate under the Feed-In Tariff, our Export Tariff or the Smart Export Guarantee. We need this information so we can accurately calculate the payments due to you.
- Smart meter information: if you have a smart meter it will transmit data that lets us know that it is safe and operating and recording correctly.
- Warm Home Discount and Affordable Warmth measures: if you apply for the Warm Home Discount or Affordable Warmth measures, you will be asked for information about any benefits you receive and money you get from employment, to assess your eligibility for assistance. We are required to collect this information to comply with Ofgem's Warm Home Discount scheme.

6. Information we collect while we provide you energy services or carbon offsetting services

- Customer service data: when you get in touch by phone, email, chat or community posts we monitor, record and review those communications so we can provide the best possible service to you, all our energy members and carbon offsetting members, and so we can show evidence of transactions or events.
- Data about your interactions with us: such as information about how you communicate with us (by phone, emails, or chat) and how you use our website and App or interact with our ads and content on other websites. More detail is set out in our Cookie Policy.
- Technical data: such as IP addresses (including the general information in such address, such as city, county and postcode), login details and other information about your mobile devices, browser types and browser language. More detail is set out in our **Cookie Policy** (<https://bulb.co.uk/cookies/>).

7. Information provided by others so we can provide energy services

Affiliates and partners: when you sign-up with Bulb through an affiliate or partner (such as a price comparison website, a telephone sales agency, an events sales agency or door to door agency) for energy services, we are sent your personal information from that partner so we can enter into a contract with you.

Energy industry partners: metering and debt information can come from other organisations involved in supplying your energy, such as your old supplier and meter operators.

Landlords and estate agents: data such as your name and contact details may be provided to us by people moving in or out of a property you're occupying, or a landlord or estate agent. We may use this information to contact you in relation to the continuation of the energy supply to your property.

Councils, postal services, and data brokers: information such as contact details, homemoving status and

other details about your circumstances can be provided by councils, postal services and data brokers. We will always check that these organisations have your consent or are otherwise legally permitted to share this information.

Referrers: data such as your name and contact details may be provided to us by people referring you to Bulb as part of our Referral Programme. We may use this information to contact you in relation to becoming a Bulb energy member.

Green Deal database: if you have a Green Deal Plan, we will collect information from the Green Deal database to find out who your Green Deal Provider is, your Green Deal ID number, your Green Deal Plan start and end date and your daily charge amount.

Tully and OpenWrks: we have partnered with these companies to enable us to provide assistance to eligible members experiencing problems making their monthly payments to Bulb. This is explained in more detail at section 8.9 below. Through these companies, we receive recommendations for monthly payments you can afford but we don't see your bank details or other financial information

8. How we use this information

It's important that you understand what we'll do with the data that we hold about you, as well as the lawful reasons we are allowed to do this.

We may sometimes combine information that we collect from you with information we obtain about you from third parties and affiliates and information derived from any other subscription, product, or service we may provide.

We use the information we hold about you for the following purposes:

8.1 Performing our energy contract with you

We need to process information in order to supply your energy and the services you've asked for under our energy contract. For example, we may use your information (such as your contact information) to organise your switch to Bulb, to take monthly payments and organise meter repair jobs. If you have a Green Deal Plan, we need to process information about you (consumption data, contact information) and your plan so that we can collect payments from you so we can perform your contract with your Green Deal Provider.

8.2 Performing our carbon offsetting contract with you

We need to process information so we can offset your carbon footprint and provide the services you've asked for under our carbon offsetting contract. For example, we may use your information (such as your contact information) to let you know we received your monthly payment(s) to offset your carbon footprint, tell you about the carbon reduction projects your money is supporting, and remind you when it's been a year since you signed up.

8.3 If we provide you with energy, fulfilling our legal and regulatory energy obligations

Many of the ways we manage your energy are based on requirements set out in our Licence and by Ofgem directions and Codes, such as how we set out your annual statement and how we deal with disputes.

8.4 If we need to share information with professional advisors

We will sometimes need to share information with our external professional advisors in the context of running our business. These professional advisors may include accountants, lawyers, financial advisors and PR and communications firms.

8.5 Fulfilling our general legal obligations

We may also need to comply with court orders, and disclose information to law enforcement agencies where we are obliged to do so.

8.6 If we provide you with energy, adding you to our Priority Services Register with your consent

If you have let us know that you (or a member of your household) need extra care or are in a vulnerable situation, we will ask for your explicit consent before we add your details to our Priority Service Register. This helps us take steps to ensure your safety.

8.7 If we provide you with energy, taking your smart meter readings with your consent

If you have a smart meter, we'll normally collect readings from your smart meter once a day. You can decide whether we take a reading for the entire 24-hour period or for each half-hour period. We won't take more than one reading a day unless you have given us your consent. If you'd prefer us to only take one reading a month, you can email us at privacy@bulb.co.uk.

8.8 If we provide you with energy, analysing your smart meter readings to offer you new products and services with your consent

If you have a smart meter, we could use your smart meter readings to understand how you use your energy. For example, we could learn how to buy energy for lower prices and be able to build and offer you new products and services. We will only use your smart meter readings to do this if you have given us your consent. You can email us at privacy@bulb.co.uk at any time to withdraw this consent.

8.9 Where you need help paying for your energy and choose to use the Tully service to adjust your monthly payments

If you are experiencing financial difficulty, we have partnered with Tully to help you manage your monthly energy payments. Tully partners with a financial technology company called OpenWrks to provide their service.

Tully and OpenWrks are separate data controllers, independent of Bulb. If you choose to use Tully's service, you enter into a contract with both companies directly – you'll be notified of this at the time. Their privacy policies are available to read at the links below – you should make sure you are familiar with them:

- [Tully's privacy policy \(https://www.tully.co.uk/privacy-policy\)](https://www.tully.co.uk/privacy-policy)
- [OpenWrks privacy policy \(https://www.openwrks.com/privacy-policy\)](https://www.openwrks.com/privacy-policy)

When you sign up to use Tully, you will be asked to give your consent for Tully and OpenWrks to access your bank account data so they can see your transaction history and financial information from the previous 18 months. This consent will remain in place for the next 90 days.

Tully and OpenWrks will never make payments to Bulb on your behalf.

Tully will make a recommendation to Bulb every 30 days over a 90 day period about the amount you can afford to pay towards your energy bills – they will do this by analysing your transaction history and financial information. With your consent, this may result in your energy payments automatically increasing or decreasing. Bulb will always provide 10 working days' notice of any payment or direct debit changes which occur as a result of Tully's recommendation. A 'working day' is Monday to Friday, excluding English public holidays.

- If you disagree with Tully's assessment of your new financial situation you can contact them: support@tully.co.uk.
- If you disagree with the planned payment changes Bulb sends you by email, you can reply to the email within 7 calendar days of the email being sent to discuss it with us and we will review the automated decision.
- If you want Bulb to stop making automated decisions based on Tully's recommendations, you can withdraw your consent by contacting your bank.
- You can withdraw your consent for Tully and OpenWrks to access your bank transaction history and financial information at any time, by contacting your bank. This will end any adjustments that have been made to your usual payment amount and will mean that your monthly payments will switch back to your original payment amount, based on your energy usage and any debit repayment. You will be given 10 working days' notice of this payment change by email. If you disagree with the planned payment changes Bulb sends you by email, you can reply to the email within 7 calendar days of the email being sent to discuss it with us.
- If your monthly payment amount does increase as a result of your use of Tully, it will be based upon what you can afford according to the budget created by Tully. If the budget created by Tully results in Bulb increasing your energy payments, we will always ensure that any debt repayment takes place over 12 months or more.

After 90 days, if your financial situation has not improved and you are still in need of payment relief, Tully and OpenWrks will ask again for consent to access your bank account and financial information for a further 90 days. Tully will continue to make recommendations to Bulb every 30 days during this extended period.

Bulb will continue to use the recommendation from Tully to decrease or increase your payment automatically, after giving you 10 working days' notice by email. As before, you can withdraw your consent for Tully and OpenWrks to access your financial information at any point by contacting your bank.

How Bulb uses the information it receives from Tully to make automatic decisions about your monthly payments

1. Bulb will make an automated decision about what amount you should be paying towards your energy bill based on the recommendation it receives from Tully. We've set out an example below so you can understand the logic behind this automated decision making. If you need further information please contact privacy@bulb.co.uk.

A member's monthly payment amount with Bulb is £50 a month, which is based on the member's energy usage. However, they also have a £120 worth of debt on their Bulb account from previous energy usage which they need to pay off - Bulb recommends that they pay this off at £10 a month over the course of one year. Taking these two monthly amounts together, the member's suggested payment amount is £60 a month (£50 for their energy usage and £10 for their monthly debt

repayment).

The member gives consent to Tully, who works with Openwrks to understand the member's income and expenditure from the financial information and transaction history of the member's bank account. Tully will create a budget, including the amount that is affordable for the member to pay Bulb right now.

In this case Tully's budget shows that the member cannot afford to pay the £10 a month towards their outstanding debt. Bulb automatically lowers the member's total monthly payment to £50 a month for 90 days. Bulb will notify the member of this change 10 working days' in advance via email. This means that the payment for the outstanding debt will be spread out for a further period of time.

For another 60 days, Tully will continue to provide Bulb with updates each month on how much you can afford to pay towards your energy.

2. After 60 days, Tully's budget shows that the members' income has increased and they can now afford to start paying off the outstanding debt. Bulb contacts the member 10 working days' in advance of the amount being taken from the member's account, letting them know that their payments will increase back to £60 to start paying their outstanding debt off too.

Every 30 days Tully will update Bulb about whether this budget is still accurate. Bulb will never ask you to pay more than you can afford based on the recommended budget created by Tully.

8.10 For our legitimate business interests

This means that using your information is necessary for us to build our business and provide our services to you. We consider and balance any potential impact on you and your rights before we process your personal data for our legitimate interests. Our legitimate interests include:

- Maintaining and improving our services: for example, we may use your information that we obtain through your emails and calls to train our team. We may also use your information to ensure that our services are working as intended – for example, understanding which parts of the website are easiest to use. We may also contact you for suggestions on how we can improve the way we provide our services to you.
- Providing personalised services, including suggested payment amounts: for example, if we provide you with energy, we may use information such as your account balance and expected annual energy use to make an automatic adjustment to your payment amount.
- If you use our Carbon Calculator, we may use your information such as the amount of carbon emissions you offset last year as an indicator of how big your carbon footprint will be the following year. We may then use that information to suggest you offset a similar amount of carbon emissions. We may also provide you with information so you can compare your carbon footprint with other people in your area.
- Providing personalised advertising: we may let advertising platforms like Facebook and Google know that you are a member of Bulb or that you use our Carbon Calculator by sharing your contact details with them. This means we can stop asking you to join Bulb once you're with us, or stop asking you to try our Carbon Calculator, and instead share information with you that we think you might be interested in. You can email us at privacy@bulb.co.uk at any time to opt out of this.
- Communicating with you about our services: we may contact you about Bulb news, product updates and new products that we think you might be interested in. We may also contact you to provide you with offers, competitions, marketing materials and other promotional materials, both online and

through other marketing channels, such as third party social networks, like Facebook. We do not contact our members with marketing messages through SMS or direct messaging via social media. You can email us at privacy@bulb.co.uk at any time to opt out of this.

- Measuring our performance and developing new services: for example, we use data for measurement to understand how our services are used. We also use aggregated data to understand our members and their energy usage or the size of their carbon footprints better. This helps us develop offerings such as our Annual Impact Report.
- Helping to prevent and detect fraud or debt: we also need to be able to detect and prevent fraud and recover unpaid energy bills.

If you have questions about the lawful basis on which we collect and use your information, you can email our Data Protection Officer at dpo@bulb.co.uk.

9. Sharing your information

9.1 When we share your information

We sometimes need to allow our service providers to process personal information we hold about you on our behalf for the reasons set out in this Policy or as otherwise required by law.

We make sure that these third parties won't use your personal data for their own purposes (unless we have specifically stated in this policy otherwise) and we only permit them to use it in accordance with our instructions and the law. This includes the following types of organisations:

- Trusted businesses or persons: who process your information for us for the purposes set out above, based on our instructions and as set out in our Privacy Policy and any other appropriate confidentiality and security measures. For example, we use service providers to help us with member support or payment processing.
- Energy industry partners (if we provide you with energy or pay you for energy you export): including other suppliers, network operators and energy market administrators.
- Payment providers: we work with payment providers to process your payments. If we provide you with energy, we use **GoCardless** (<https://gocardless.com/en-eu/legal/privacy/>) to process your direct debit payments, **Stripe** (<https://stripe.com/gb/privacy>) to process your debit card payments and **Transferwise** (<https://transferwise.com/privacy-policy>) to process other payments to you (such as under the Feed-in Tariff or for referrals if you have a prepayment meter). If you use the Carbon Calculator to offset your carbon footprint, we use Stripe to process your credit or debit payments. You can find more information on how these providers process your personal data and your data protection rights by looking at their privacy policies at the links above.
- Marketing agencies, search engines and social media networks: to advertise Bulb and to gather feedback on Bulb such as through customer surveys.
- People you have authorised us to share data with (if we provide you with energy): such as family members, energy brokers, solicitors and debt management companies, so we can fulfil your requirements.
- Market regulators (if we provide you with energy): such as Ofgem and consumer protection organisations such as the Energy Ombudsman, where we are obliged to do so under regulations.
- Price comparison sites and other affiliates (if we provide you with energy): if you have signed up to Bulb using a price comparison site or via an affiliate link. We then provide the affiliate with your personal data

such as your email address, only to the extent that we can fulfil a contract you have requested.

- Credit reference agencies (such as Experian, Equifax and TransUnion) (if we provide you with energy): We may tell credit reference agencies how you're managing your account and whether you owe us money. These agencies can help us trace you if you have moved and we owe you money or you owe us money. More information is set out in **Experian's Credit Reference Agency Information Notice** (<https://www.experian.co.uk/crain/index.html#question14>), **Equifax's Information Notice** (<https://www.equifax.co.uk/ein.html>) and **TransUnion's Credit Reference Agency Information Notice** (<https://www.transunion.co.uk/legal/privacy-centre>). We also use credit reference agencies to support us in providing additional financial analytic data to enable us to undertake management forecasting and business decisions.
- People you are referring to Bulb so we can provide them with energy: if you refer a new energy member to us, we may share your name and aggregated data about your energy use with the referred person.
- Samsung: if you are a Bulb energy member and you have chosen to sign up to Samsung's SmartThings App in order to view your Bulb energy usage and pricing data. We then provide Samsung with that data. Samsung will use personal data in accordance with its own privacy policy which will be presented to you in the SmartThings App.
- Post Office: if you are eligible for a Warm Home Discount and Affordable Warmth Measures and you are a prepayment member, we may share your name and postal address with the Post Office so that the Post Office can verify your identity when you collect your credit.
- Green Deal providers: if you have a Green Deal plan, we may share your information with your Green Deal provider so that we can pay them for the energy efficiency measures you have purchased or where necessary, the UK government to show our compliance with the scheme.

9.2 When you share your own information

Sometimes you may share your information publicly, such as by posting on our **Community** page (community.bulb.co.uk/) or on social media sites. Remember, when you share information publicly it may become accessible through search engines.

9.3 Sending your data outside the European Economic Area

Sometimes our agents and service providers are based outside the European Economic Area, so when working with them, we may pass your information outside of the European Economic Area to countries that do not have the same data protection standards as the UK.

If we do this, we will ensure that any information will be protected in line with this Privacy Policy. Some of the safeguards we rely on to share your information outside the European Economic Area include ensuring that the supplier has, if in the USA, certified to the Privacy Shield.

10. You're in control

10.1 Your rights

If we collect or handle your personal data, you have rights as an individual which you can exercise in relation to the information we hold about you:

- To correct or update your personal information, you can log into your **Bulb account** (<https://account.bulb.co.uk/>).
- To delete your personal information, you can email us at privacy@bulb.co.uk. We will delete any

information that we no longer need to hold, but we won't always be required to do this. For example, we may need to hold your information to continue to provide your energy under our contract. If this is the case, we'll explain why.

- To ask us to restrict processing of your personal information or transfer your personal information to a different organisation, you can email us at privacy@bulb.co.uk.
- To confirm if we are using your personal information or get access to all your personal information that we hold, in an easy to understand, portable and secure format, you can email us at privacy@bulb.co.uk with the subject line "Subject Access Request".
- To object to the processing of your personal information, you can email us at privacy@bulb.co.uk.
- To withdraw consent to process your data, you can email us at privacy@bulb.co.uk at any time.
- To opt-out of marketing communications you can email us at privacy@bulb.co.uk.
- To withdraw your consent to the automated decisions related to the financial assistance programme explained in section 8.9 or to receive information about the basis upon which such decisions have been made you can email us at privacy@bulb.co.uk.

Once we receive a request from you, we will respond within at most 1 month, but usually a lot quicker. Before actioning these requests, we will need to positively identify you. In line with our **Member Service wait time policy** (<https://bulb.co.uk/blog/our-swear-jar-keeping-our-phone-and-email-wait-time-promise>), we aim to send responses to all emails within an hour.

If you're unhappy with how we've handled or processed your personal information - or you want further information about your rights - you have the right to contact the **Information Commissioner's Office** (<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>), the supervisory body that regulates handling of personal information in the UK.

10.2 Keeping your information secure

Whilst we cannot ensure or guarantee that unauthorised access to or unauthorised alteration, disclosure or loss of information will never occur, we work hard to prevent it. In particular:

- We use encryption to keep your data private while in transit.
- Your account information is protected for your privacy and security. Either this is through a password you have chosen or you can log-in to your account directly with your email address. Bulb and our agents will never ask for your password.
- To help keep your account and your personal information secure you should not disclose your password details to anyone. You should also make sure your Bulb account password is different from your email address password. We recommend you change your passwords from time to time.
- We review our practices for collecting, processing and storing personal information, including physical security measures, to guard against unauthorised access to systems and backups to prevent the loss of information. We will continue to enhance our security procedures as new technology becomes available.
- We restrict access to personal information wherever possible to people who need to know that information to process it and who are subject to contractual confidentiality requirements.

10.3 Retaining and holding your information

We keep the personal information we collect for no longer than is necessary for the purposes for which we collected it.

The length of time depends on the purposes for which we use it, or otherwise to meet our legal



obligations.

We will delete any information as soon as we no longer have a valid reason to hold it. If this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

11. Contact us

You can get in touch about anything in this Policy by emailing us and our Data Protection Officer at privacy@bulb.co.uk or by contacting us (bulb.co.uk/contact).

12. About this Policy

12.1 When this Policy applies:

For the purposes of this Policy, "we", "us", "our" and "Bulb" means Bulb Energy Ltd and other companies in the same group. Unless otherwise stated, Bulb is the Data Controller for your personal data.

This Policy applies to how we use your information in relation to our products and services generally.

This Policy doesn't apply to other companies' sites that you get to through our website or social media pages. So make sure you've read their policy before putting your personal information on their site.

12.2 Changes to this Policy:

We may change this Policy at any time. If we make any changes, we'll post them on bulb.co.uk/privacy. If they're substantive changes, we'll also have a more prominent notice letting you know. You can also email or write to us for a physical copy.

Your continued use of our services will mean that you accept and agree to any changes to the Privacy Policy.

Last updated: The Policy was last updated on 16 April 2020.