Terms and conditions

In any relationship it's always good to know where you stand. At Affect Energy we believe that long lasting relationships are about give and take.

This is where we outline what you can expect from us and what we expect from you in return; what we're allowed to do and what you're allowed to do. We've tried to make it as simple as possible, but if there is anything that needs clarification, then please feel free to contact us.

A brief overview of the contract's sections

1. Speaking the same language – explaining the terms we use in this contract
2. Getting off on the right foot – starting your contract and your right to cancel
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1. Speaking the same language

Below are some of the words and phrases we use and what we mean by them. When we use these, we will usually highlight them in bold.:

"We" are Affect Energy Limited. Our registered address is: 7 Riverside Business Centre, Shoreham By Sea, West Sussex, BN43 6RE.

"You" are either the person who signed up to take a supply from us; or you are the owner or occupier of a premises which we supply.

"Contract" is the contract you and we agreed for your supply, which is subject to these terms and conditions.

"Deemed contract" means a contract between you and us if you are taking supply, but haven’t yet accepted a contract for supply of a tariff, or the contract we have with you ends and you haven't agreed a new one with us. Details of our deemed contracts and the applicable tariff are available at affectenergy.com/tariffs.

"Direct Debit" means either a fixed Direct Debit or a variable Direct Debit.

"Fixed Direct Debit" means paying by Direct Debit for a fixed tariff, ie the Direct Debit amount is an amount fixed by us until it is reviewed. The reviews should ensure that your payments remain in line with your usage.
A "fixed tariff" is where we agree to supply you and the rates for the energy you use are fixed for the period stated in your contract.

“MyAffect” means the Affect Energy online customer account management system.

“Payment method” is the way you choose to pay your bill. This could be fixed Direct Debit, variable Direct Debit, prepayment or payment on bill.

“OFGEM” is the Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain.

“Payment on bill” means paying after you have used the energy.

“Pay as you go meter” or “prepayment meter” means a meter that must be topped up in advance for the supply to take place. It also means a smart meter in prepayment mode.

"Property” means the address you have asked us to supply.

A “security deposit” is an amount of money we may ask you for in certain circumstances. It is held as security for paying charges under this contract. It isn’t put towards your bill unless you don’t pay on time. We'll keep it in a separate account where we will keep all customers’ security deposits.

“Supply” is the sale of gas via gas pipes (the gas transportation network) and / or electricity via wires (the electricity distribution network).

A “termination fee” is a fee we can apply to your account if you terminate a fixed tariff contract before its stated end date.

“Variable Direct Debit” means paying by direct debit under a variable tariff – ie you pay for the actual amount of energy you use over each billing period.

A "variable tariff” is where we agree to supply you until you switch to another tariff or supplier and where we can change your charges after giving you the required prior notice.

A “working day” is any day other than a Saturday, Sunday, or bank holiday.

2. Getting off on the right foot – starting your contract & your right to cancel

By agreeing to this contract, you are confirming that:

you either own or live in the property where the supply will be made.

you’re over 18 (or if the property is in Scotland, you’re over 16).

the property is connected to mains gas or electricity, or both.

you’ll only be using the supply for domestic purposes.
we can carry out a credit check, and we can ask you for a security deposit or supply the property using a prepayment meter.

If you want to cancel your contract during the first 14 days after it starts, you can do this by contacting us by email or phone, without incurring a termination fee.

You will give us a meter reading on the day we start the supply.

We will:

start your supply from when we agree to take over your supply or when you start to take a supply from us (whichever happens first)

3. Switching to Us

We will try to make this as easy as possible by:

telling your existing supplier to end your contract with them and switch the supply to us. begining the supply as soon as possible after you sign up.

telling you if the start date for your supply changes. We'll do our best to let you know the reason for the delay and what we think the new start date will be.

In return we will expect you to:

pay any charges you have to pay your old supplier

give us any information we need to be able to supply you. You also have to tell us if any of this information changes.

tell us if you want the supply date to be delayed, or if you don't want to go ahead with us supplying you.

4. Paying for your energy

Up-to-date information on our tariffs is available at www.affectenergy.com/tariffs.

How you pay for your energy will depend on the payment method you agree with us. If you move to a different payment method, we'll tell you about any changes to the contract that happen as a result.

We will:

calculate the charges for your supply for gas and electricity in kilowatt hours (kWh). This will be based on any up to date meter readings you've given us, or estimated readings if you haven't provided meter readings.

calculate a standing charge for each “meter point reference number” or “meter point administration number” registered to your property.
add VAT to your charges at the appropriate rate.

keep any credit you have on your account and use it to pay the charges.

follow the Direct Debit Guarantee.

At your request, we can also test the accuracy of your meter. This is chargeable. We'll tell you the overall cost before the work is carried out. If the meter is found to be faulty, we'll refund the payment you paid to us.

You will be responsible for:

- paying us for your supply until your contract ends.
- paying any reasonable costs we incur if you haven’t met the terms of your contract (including administration costs and the costs of suspending/disconnecting the supply and of restarting/disconnecting it) and paying a termination fee if your fixed tariff ends before the agreed end date.

(if you are a fixed Direct Debit customer) making your first payment in advance.

(if you are a payment on bill customer) paying the amount shown on your bill by the date indicated on the bill.

(if you are a prepayment customer) topping up your meter in advance, in order to receive the supply. We'll deduct charges for the supply from the amount you top up.

paying any up front charges associated with a meter accuracy test. These will be refunded if the meter is found to be faulty.

5. Ways to pay

Direct Debit

We will:

- place you on fixed Direct Debit (our default payment method) unless you and we agree otherwise. For fixed Direct Debit your monthly payment will be calculated by estimating your energy use over the next year and dividing it into 12 equal payments.

- review your Direct Debit every 3 months to ensure the amount you are paying is as accurate as possible.

- move you to payment on bill billing if think there are any problems with Direct Debit payment. Please see "Payment on bill" below for more information on this.

You will:

- tell us about any changes to your bank account details.
Payment on bill

We will:

bill you for the energy you have used.

You will:

pay us according to the terms set out on the bill.

If you do not pay on time, we can:

add the amount you owe to your next bill.

charge you any bank charges we have to pay due to cancelled or failed payments.

charge £15 for the first missed payment and £20 for each missed payment after that.

install a prepayment meter at your property or temporarily suspend or permanently disconnect the supply.

charge you interest at 4% per year above the current Bank of England base rate on the amount you owe (including VAT) until you pay this amount plus interest.

Prepayment:

We will:

place you on a relevant tariff

You will:

pay our costs if:

a payment card needs to be replaced.

a pay as you go meter is exchanged for a credit meter (if we agree to this).

your pay as you go meter needs to be repaired or replaced because it is damaged or interfered with.

you tell us your pay as you go meter or payment card is faulty and we can’t find a fault and our agent adds credit to the meter.

we obtain a warrant of entry to fit the pay as you go meter.
6. Online discount

We will:

give you a discount if you manage your account online, through MyAffect.

You will (in order to receive the discount):

provide meter readings through MyAffect when we ask you.
keep your personal details up to date.
use online as your primary method of communication with us.
renew your contract using MyAffect (if you want to renew with us).

7. Moving home

Moving is a busy time, so we try to make this as easy as possible:

You need to:

tell us at least 2 working days before moving out.
tell us if you would like us to supply your new property.

If you want us to supply your new property, we will:

cancel your existing contract with effect from the day you move out. We won’t charge a termination fee for this.
set up a contract for your new property.

If you don’t want us to supply your new home, we will cancel your contract:

on the day you move out or 2 working days after you tell us (whichever is later)
when the new owner or occupier starts taking a supply at the property (if you don’t tell us you are moving)

and may charge you a termination fee.

8. Changes

Nothing stays the same forever, so we may need to make some changes to your contract. We will do this (i) if we think it’s necessary to comply with our legal obligations or (ii) if we need to change the contract for legitimate business reasons. In either case,
We will:

- ensure that any rates on a **fixed tariff** will remain unchanged.

- give **you** 30 days’ notice of any changes that are disadvantageous to **you**.

- allow **you** to switch to another supplier or start a new tariff with **us**, both without a **termination fee**, if **you** don’t agree with any of these changes. If **you** do switch, we’ll keep **your** prices the same until **you** switch. **We’ll** do this provided we hear from **your** new supplier within 20 **working days** after the changes take effect, or if **you** start a new tariff with **us** in the same period.

- be able to block any switch if **you** owe **us** any money (or more than £500 if **you** are on a pay-as-you-go meter). **We won’t** do this if **your** new supplier takes on the debt.

- (at **your** request) add another person to **your contract**, so that they can run **your** account on **your** behalf. (**We** can’t make that person financially responsible for **your supply** unless they agree. In this case the **contract** is automatically amended.)

- (if the **property** is not used for domestic purposes, or if **you** use more than 73,200 kWh), **we’ll** move **you** onto the appropriate non–domestic Affect Energy tariff. The terms and conditions of that tariff will then apply

  - (if **you** are on a **variable tariff** and **we** withdraw it from new and renewing customers), **we** may move **you** onto a new tariff that is open to new and renewing customers provided that the tariff is at least as cheap as **your** current **variable tariff**.

**You** will:

- **tell us** if **you** intend to switch tariffs or supplier as the result of any changes made.

- **tell us** of any changes at your **property** that affect this **contract**.

9. **Cancelling your contract early**

**You** will:

  - (if **you** pay by **Direct Debit**) ensure **your Direct Debit** works properly. If **you** cancel **your Direct Debit**, **we can** end **your contract** early.

  - **not have to** tell **us** if **you** are switching from **us**. **Your new supplier** will do this for **you**.

**We** will:

- **be able to** end **your contract** early if **you** don’t pay **your** bills or don’t follow the rules set out in this **contract**.

- **end the contract** automatically if **OFGEM** gives a “Last Resort Supply Direction” to another supplier in relation to the **property**.
10. What happens at the end of your fixed tariff?

We will send you a statement of renewal terms between 49 and 42 days before the fixed tariff is due to end. This will include information about your new prices for our variable tariff when the fixed tariff ends as well as options to switch to a different tariff or a new supplier.

When your fixed tariff ends, we will:

(if you haven’t asked us for a new fixed tariff) transfer you to the relevant deemed contract until you switch to a new supplier or you start a new fixed tariff with us.

(if you’ve asked for a new fixed tariff) start your new contract when the old one ends.

You will:

pay us a termination fee if you end your fixed tariff early by switching to another supplier.

11. Using personal information

You:

agree to us using your personal data.

We will:

use your personal data in accordance with our privacy policy, which you can find at www.affectenergy.co.uk/privacypolicy

12. What we’re responsible for

We can’t guarantee that your supply will be uninterrupted, and aren’t responsible for losses you or others incur because we need to suspend or restrict your supply.

If we’re liable for a loss caused by a gas transporter or electricity distributor, 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.

Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we’re 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 aren’t responsible 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 contract at the time you entered into it.

If we’re required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won’t be in breach of this contract.

This contract doesn’t exclude any liability that we aren’t allowed to exclude by law.
13. Emergencies and your safety

**You** will:

- use your supply in a way that does not endanger people or property, or that could interrupt the gas supply of any other property.
- tell us if you think your meter or any metering equipment is damaged.
- report a gas emergency on 0800 111 999 and an electricity emergency to your local distributor – their contact details can be found at affectenergy.com/distributors

**We** will:

- restrict the supply if we think that you are using it in a way that is unsafe or of we are required to by any legal or other requirements.

14. National terms of connection

**We** are acting on behalf of your network operator to make an agreement with you:

- the agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights.

- the NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business.

- if you want a copy of the NTC or have any questions about it, see the website at www.connectionterms.org.uk/ or phone 0207 706 5137. If you need to write, their address is: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF.

15. Other items

**We**:

- can transfer any of our rights or obligations under this contract without your permission.
- will use the postal address and email address you gave us most recently to serve any notice on you in connection with this contract.
- will assume that any notice posted has been delivered 2 working days after posting, and that any hand or email delivered notice is delivered immediately.

**You**:

- must not transfer your rights or obligations under this contract without our permission.
16. The contract

These terms and conditions and the welcome letter are the entire contract between you and us. You may not rely on any statement that is not contained in them.

We are not a Green Deal licensee under the Green Deal Arrangements Agreement, so we can't supply electricity to a property where a Green Deal is in place.

Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.

Unless this contract says clearly otherwise, it is not enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not party to it.

If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

This contract is governed by the laws of England if your property is in England, and by the laws of Scotland if your property is in Scotland. If there is any dispute between you and us, it will be dealt with by the courts of England if your property is in England and by the courts of Scotland if your property is in Scotland.