

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
3. Switching to us
4. Paying for your energy
5. Ways to pay
6. Online discount
7. Moving home
8. Changes
9. Cancelling your contract
10. What happens at the end of your fixed tariff
11. Using personal information
12. What we're responsible for
13. Emergencies and your safety
14. National terms of connection
15. Other items
16. The contract

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**.

beginning 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 if **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.