

Definitions

Here are some definitions of terms used throughout the document.

Agreement	These terms together with your tariff details in your Energy Plan.
Deemed Contract	Where we are supplying energy but have not directly agreed terms or pricing with the owner or occupier of a property. This is a term used by the energy industry and is outlined in paragraph 8 of Schedule 28 of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989.
Energy	This may mean 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.
Energy Plan	Your selected plan from one of our variable rate tariffs the terms for which can be found here .
Meter Readings	Mean (a) for Standard Meters any meter readings you have given us, meter readings we have been provided by a meter reader or Smart Meter, if no up to date meter reading is available we will use estimated readings (using industry standard methods); and/or (b) for a Prepayment Meter we will use the readings we obtain from the meter or Smart Meter.
Online Account	Means your personal and secure Internet based account which can be accessed using your username and password by clicking here and/or through our mobile app.
Prepayment Meter	Means a meter that must be topped up in advance in order for the supply to be made and includes a Smart Meter in prepayment mode, whether or not the prepayment meter is being used to recover an overdue debt. For more details see here .
Smart Meter	Means a meter which tells us how much Energy you are using without us having to visit your home, for more details see here .
Standard Meter	Means a credit meter that does not have to be topped up in advance in order for the supply to be made and includes a Smart Meter in credit mode, for more details see here .
Supply	Refers to the sale by us to you of gas and/or electricity via a gas transportation network or an electricity distribution network (as applicable).
Supply Address	The address at which you have requested us to provide you with the agreed service(s).
Us	Us (including “us” and “we”) are Omni Energy, the people who supply your energy supply. Our registered company and the energy licence holder is Omni Energy Ltd, Number 11421235. Our registered address is Suite F21, Conyngham Hall, Bond End, Knaresborough HG5 9AY.
Working Day	Means any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales and all other references to a day refers to a calendar day.

You

You (including “you” and “your”) are the person who either signed up to take a supply from us, is taking a supply from us, is the owner/occupier of property at which a supply is being taken from us, or is the secondary account holder who has consented to being added to the primary customer’s account.

1. When our Agreement begins

- 1.1 Our Agreement begins from when we agree to become responsible for your Energy supply, or when you start to take an Energy supply from us (the "Supply Start Date"), whichever happens first.

2. Your promises to us:

- 2.1 You commit to us that you either own or live at the Supply Address, you are over 18 and you are allowed to sign up to this Agreement.
- 2.2 You agree that you have entered into this Agreement with us in your personal capacity via omni-energy.co.uk or via a price comparison website, and you have not entered into this Agreement via any other third-party agent.
- 2.3 You agree to let us contact your current supplier to advise them that you wish us to become your new supplier.
- 2.4 You agree to pay any outstanding charges that are owed to your current supplier. For the avoidance of any doubt we are not responsible for any charges you owe to your current supplier and, If you have a Prepayment Meter and you have outstanding charges to your current supplier of £500, or less, then you can still transfer your Energy supply to us provided that your current supplier agrees and that you repay this debt to us within six (6) months of starting supply.
- 2.5 You agree to manage your Online Account (this allows us to work together to keep costs low and therefore Energy prices low).
- 2.6 You agree if you have a prepayment or Smart Meter that you will:
- a) top up your meter using the payment card or key that we send to you; and
 - b) top up your meter regularly to pay for your standing charge and Energy usage
- In the event that you do not perform your obligations in 2.6 (a) or (b) then you agree to pay any charge(s) that accrue to your meter, including redirection charges, a charge to visit your property to reset your meter and/or a charge to carry out a remote reset.
- 2.7 You agree to provide meter readings using your Online Account and/or by emailing readings@omni-energy.co.uk.
- 2.8 You agree to receive statements, price changes or any other communication via e-mail and/or via your Online Account.
- 2.9 You agree to provide us with accurate personal details, including your personal email address, and to keep these up to date through your Online Account and/or by contacting us by email.
- 2.10 You agree that if you change from domestic to business usage or business to domestic usage you will let us know so that we can change our Agreement and your pricing as required.
- 2.11 You agree not to use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.
- 2.12 You agree not to tamper in any way with the supply or any equipment including devices that are provided to you in connection with your supply.

3. Our promises to you:

- 3.1 Where you have asked us to supply your Energy, we will notify your current supplier to that property. and we will begin your Energy supply as soon as possible.
- 3.2 We will let you know the Supply Start Date from when your Energy will be supplied by us.
- 3.3 We aim to start your supply within 21 days of the date of this contract, however, the Supply Start Date may be delayed if the meter information we need to set up your account is incorrect.

- 3.4 In the event that you have been unable to use your Online Account and/or any of our other online services due to reasons we agree are beyond your control then we will not penalise you in any way for any of the promises that you have made in section 2 above.
- 3.5 If we withdraw the Energy Plan that you are on, we will move you onto a tariff that is available. We will always notify you of this change.

4. Paying for the Energy

General

- 4.1 You are responsible for paying us for your Energy until this Agreement ends or until you stop using services provided by us, whichever is later.
- 4.2 We will calculate the charges for your Energy using:
- The electricity and or gas you have used in kilowatt hours based on your Meter Readings;
 - The daily service connection charge for each Energy supply we are providing at your household or business; and
 - The charges that applied to your Energy Plan for the period in which you consumed electricity and or gas.
- 4.3 If you have a Prepayment Meter, you must top up your meter in advance in order to receive supply, and we will deduct charges for the supply from the amount you top up.
- 4.4 If you have a Standard Meter, you must either pay the amount shown on your bill in accordance with your chosen payment method or the fixed amount you have agreed to pay.
- 4.5 We will add VAT to all of our charges at the appropriate rate.
- 4.6 If you ask us to test the accuracy of your Prepayment Meter or Standard Meter, you must pay us an amount to cover the cost of the work being carried out. We will tell you what this amount is at the time, and provide a breakdown of the costs if you ask us for one. If the National Measurement Office decided that the meter is operating outside of the statutory limits, we will refund the payment to you.
- 4.7 Subject always to the commitment that we have made in clause 7.2, updates to information on our Energy Plans are always available [here](#).
- How to pay:
- 4.8 The payment methods available to you are:
- Paying via your Prepayment Meter, as detailed in paragraph 4.9 below;
 - Direct Debit, which means paying for your supply in advance each month by Direct Debit or debit card, where we set the amount to be paid to us through your Direct Debit or debt card, as detailed in paragraph 4.10 below.
- 4.9 By signing up to or switching to one of our variable plans for Prepayment Meters or being under a Deemed Contract with a Prepayment Meter, you are required to have a Prepayment Meter and you are agreeing by default to pay via your Prepayment Meter and for us to use the reads taken by the meter when you top-up.
- 4.10 Paying by Direct Debit (or debit card) automatic payment means:
- you must keep your account in credit by paying for the supply in advance. If you get into debt with us, you agree not to be in debt by more than twenty five percent (25%) of what we have calculated as being your expected annual bill and you agree to pay for this debt within six (6) months;
 - we will inform you of your Direct Debit or debit card automatic payment amounts and payment dates when we set up your account with us;
 - you agree to contact us before the Direct Debit or debit card automatic payment is taken from your bank account if you believe your bill is incorrect;
 - we will carry any debit or credit balance forward to the next month's bill;
 - you must give us an up-to-date meter reading at least every ninety (90) days;
 - if it's your first year with us, your monthly Direct Debit or debit card amount will be based on the amount of Energy we think you will use during each year of your contract divided by twelve

(12) and we can increase the Direct Debit amount by up to twenty five percent (25%) to cover additional Energy use in the winter months;

g) we aim to review your Direct Debit at least twice a year to make sure you are paying enough to cover the Energy you use or offer to reduce your standard Direct Debit if we think you are paying too much;

h) where we intend to make any changes to your Direct Debit or debit card automatic payment, we will notify you by email (normally ten (10) Working Days) in advance of the payment being taken, or such other period as we may agree; and

i) we may decide not to reduce your Direct Debit or debit card automatic payments unless we have up-to-date meter readings for your account.

4.11 If you are having trouble paying your bill, you should contact us immediately to discuss ways to save you money and the alternative payment methods available to you.

4.12 If you are not paying by Direct Debit or debit card automatic payment, we will issue you an invoice for payment monthly, which you will have ten (10) Working Days to pay from the day you receive the invoice.

Refunds

4.13 If you would like a refund you must provide us with an up to date meter readings so we can produce an accurate bill in order to calculate any credit.

4.14 Upon request we can refund credit into your Online Account that exceeds your expected Energy usage for the next month.

4.15 If you have a Prepayment Meter, then you pay for your Energy in advance by topping up your meter. Any credit on the meter is due to topping up and top ups cannot be refunded.

4.16 If we (or our payment processor) make an error with your Direct Debit or debit card automatic payment (for example, the amount of the payment taken is incorrect), you are 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 the incorrect payment. You should contact us as soon as you realise that an error has been made. We will take the correct automatic payment immediately after making the refund to you as you will still be required to make the payment to us for the period to which the (incorrect) Direct Debit or debit card automatic payment relates to.

4.17 If you receive a refund from us that you are not entitled to, you must pay the amount of the refund back to us immediately when we ask you to.

Credit Checks and Information sharing

4.18 If you are a domestic customer, we may do checks with a credit reporting agency prior to commencing this Agreement to ensure you are able to pay your Energy bills. We will always ask your permission before doing this.

4.19 Based on this score, we may:

a) ask you to pay a security deposit before we start working to bring your Energy supply across. In that case, this Agreement will not start until we have received the security deposits in full;

b) refuse to supply your Energy until the security deposit is paid; or

c) stop your Energy supply if we have to use the security deposit to pay one of your bills.

d) 4.20 If the Supply Start Date is delayed because you have not paid the security deposit, we aren't responsible for any charges you have to pay your old supplier.

e) The amount of security deposit we ask for will depend on your individual circumstances but can be two (2) times what we think is the likely value of your monthly bill.

f) A security deposit will be repaid once you have established a good payment history.

4.20 If the Supply Start Date is delayed because you have not paid the security deposit, we are not responsible for any charges you have to pay your current supplier.

- 4.21 The amount of security deposit we ask for will depend on your individual circumstances and could be up to two (2) times what we estimate to be the likely value of your monthly bill.
- 4.22 Any security deposit will be repaid once you have established a good payment history.
- 4.23 If you do not pay your bill on time:
- a) we can add the amount of debt to your next bill.
 - b) we can charge you fifteen pounds (£15) for each missed or late payment to cover the administration costs of recovering outstanding payments.
 - c) we have the right to install a Prepayment Meter at your property under warrant from the Magistrates' or Sherriff's Court without requiring your permission if your Energy remains unpaid or we have the right to switch your smart meter to prepayment if your Energy remains unpaid.
 - d) we can temporarily suspend or permanently disconnect the supply without requiring your permission.
- 4.24 If you are on a prepayment Energy Plan, in some circumstances we may require you to pay reasonable costs resulting from:
- a. costs associated with not using the correct payment card or key (these are re-direction charges that we have to pay);
 - b. the replacement of a payment card or key;
 - c. exchanging a Prepayment Meter for a credit meter (if we agree to do so);
 - d. the need to repair or replace your meter as a result of damage or interference;
 - e. visiting your premises when you have told us that your meter or payment card is faulty, and we cannot find a fault and our agent adds credit to the meter;
 - f. visiting your premises to reset your meter for any reason; and/or
 - g. obtaining a warrant to enter the Supply Address and fit the Prepayment Meter.
- 4.25 In some circumstances you may incur additional charges under our Agreement. This is usually where you have asked us to undertake 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 renovations of building works, or requests by you to disconnect the supply of Energy to your home. We will always tell you prior to making any additional charges.

5. Moving home

- 5.1 If you move home, you agree to provide us with a final meter reading taken between 5 days before or 5 days after you are no longer renting or owning the property.
- 5.2 If you are moving home and you don't let us know, our Agreement will not end until a new person moves into the property. You will be liable for all costs until this occurs.

6. Access to your meter

- 6.1 To provide you with Energy, from time to time, we may require access to your meter. You agree to provide us, our agents or any person we have authorised acting on our behalf to safe, unrestricted access to your Energy metering and associated equipment. If your metering equipment is obstructed, it is your responsibility to remove it or the obstruction and pay any associated costs.
- 6.2 We may charge you if you don't let us know at least forty-eight (48) hours prior to a booked appointment that access won't be available at the agreed appointment time.
- 6.3 If you have a Smart Meter that we can read without visiting your property, you agree that:
- a) Any in home display installed along with that meter remains our property and may not be removed;
 - b) We may use it to remotely monitor your Energy usage;
 - c) We will normally collect readings from your Smart Meter once a day. You can decide whether to take more frequent half hourly reads for the entire twenty-four (24) hour period. We will not take more than one daily reading unless you have given us your consent;

- d) We will monitor and collect information about your Smart Meter, for example, meter faults or meter tampering;
- e) We may remotely repair and update the Smart Meter, switch it from credit to prepayment or disconnect your supply (we will notify you before this happens in line with our credit policy);
- f) If you notify us that you are moving out of the Supply Address then we may switch the Smart Meter to prepayment; and
- g) We will only use the information from your Smart Meter to allow us to manage your account in line with our Privacy Policy.

6.4 If your meter is damaged or stolen you should notify us immediately.

7. Changes to this agreement

- 7.1 We may update this Agreement to comply with changes to laws and regulations or where our business requires a change to this agreement. Please check www.omni-energy.co.uk/terms-and-conditions regularly to review updated terms.
- 7.2 If we make changes to this Agreement that results in an Increase to your Energy Plan rates, we will give you thirty (30) days' notice to let you know about those changes. If you do not agree with the notified changes you can change to another Energy supplier.
- 7.3 If you switch Energy supply, we can object to the switch if there are outstanding charges due on your account. If you have a Prepayment Meter we can block the switch. If you owe less than five hundred pounds (£500) you can switch provided your new supplier agrees to take on the debt. You have twenty (20) working days after receiving notification to pay us the outstanding charges when you have notified us that you intend to switch.
- 7.4 If you ask, we can add another person to your account so that they can administer the account on your behalf. We cannot make that person financially responsible for your supply unless they agree to it and they tell us themselves, in which case our Agreement is automatically amended to make them a party to it from that date.

8. Ending your Agreement early

- 8.1 You have the right to cancel this agreement and your relationship with us up to fourteen (14) days after the day our Agreement starts. This is called the cooling off period. You can cancel our Agreement after we commence supply of your Energy by switching to another Energy supplier or entering into a new agreement with us.
- 8.2 If you are switching, you don't need to tell us yourself, your new supplier will contact us to cancel your relationship with us on your behalf.
- 8.3 If Ofgem gives a "Last Resort Supply Direction" to a gas or electricity supplier other than us in relation to your premises, our Agreement will end automatically in relation to the fuel specified in the relevant "Last Resort Supply Direction"
- 8.4 This Agreement will come to an end:
 - a) On the date you stop owning or occupying the Supply Address if you give us at least two (2) working days' notice of that date, or
 - b) where you do not give us such notice, on the earlier of:
 - c) the date that is two (2) working days after you have given us notice that you have stopped owning or occupying the Supply Address; or
 - d) the date that another person starts to take a supply of Energy at the Supply Address.
- 8.5 The Agreement will end with immediate effect if;
 - a) we are unable to continue supplying our customers
 - b) Ofgem gives a Last Resort Supply Direction to another supplier in respect of the Supply Address; and/or
 - c) we no longer hold a relevant Energy supply licence.

in each of the above scenarios your supply will be taken on by another supplier and you will not be without access to Energy for any period.

- 8.6 We may end the Agreement:
- a) with immediate effect if you are in material breach of the Agreement; or are unable to pay your debts;
 - b) at any time by giving you at least 28 calendar days' notice.
- 8.7 You continue to be responsible to pay for the supply of Energy to the Supply Address until the date that the Agreement ends.
- 8.8 Where you end the Agreement you may be required to pay a fee as set out, or determined in accordance with the calculation set out in, the Welcome Letter, except where the Agreement is a Deemed Contract.
- 8.9 Where we do not have an actual Meter reading for the purposes of calculating the charges payable to the end date of the Agreement we will:
- a) send you a final bill which is based on an estimated meter reading; and
 - b) revise the final bill if you are later able to provide us with or we can otherwise obtain an accurate actual meter reading which was taken on, or after, the end date of the Agreement .

9. Your Direct Debit

- 9.1 If you agree to pay by Direct Debit, you have the right at any time to cancel the mandate for us to take payments by informing your bank. Depending on the bank's terms you may be required to give a certain amount of notice before the payment is due to be taken or to provide cancellation in writing.
- 9.2 If, after having cancelled your Direct Debit the payments still continue to be taken you should first contact your bank to obtain 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 have cancelled your Direct Debit.
- 9.3 if you have cancelled your Direct Debit then you must notify us as soon as possible and ensure you have alternative arrangements in place to make any required payment(s) to us. We may charge you the additional costs to us of you using alternative payment methods and/or we may install a Prepayment Meter or switch your Smart Meter to prepayment mode.

10. Stopping your Energy supply

- 10.1 We can refuse to supply you, suspend or disconnect your supply or tell you to stop using it if:
- a) You want to switch from another supplier to us but that supplier prevents us from supplying your gas or electricity (or both).
 - b) You haven't paid your bill on time (although we will re-start it as soon as possible once the bills are paid).
 - c) You are in material breach of our Agreement and/or have not fulfilled your promises under our Agreement.
 - d) We are required to do so by Ofgem, the gas transporter or the network operator or by any law, code or agreement relating to Energy supply.
 - e) We have reason to believe that you may have damaged or tampered with your metering equipment.
- 10.2 If we have had to suspend or disconnect your supply we may:
- a) Choose to do credit checks with a credit reporting agency and ask you to pay a security deposit before we re-start or re-connect.
 - b) Ask you to reimburse us for the cost of suspending or disconnecting the supply as well as the cost of re-starting and re-connecting it.
- 10.3 We will not disconnect your supply in winter (1st October to 31st March) if any person living in the property is registered as vulnerable.

- 10.4 We reserve the right to terminate our Agreement if we believe that you are behaving inappropriately or in violation of applicable laws and regulations, for example – you are abusive or behave offensively towards our staff or agents. We will not tolerate violence, aggression or verbal or written abuse towards our staff or agents.

11. Our liability to you

- 11.1 Our Agreement does not exclude any liability that we are not allowed to exclude by law.
- 11.2 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 are directly responsible for, and which has caused you loss or damage.
- 11.3 If we are liable for a loss caused by a gas transporter or electricity distributor, our liability (including negligence and breach of statutory duty) is limited to the amount we are entitled to recover from them on your behalf.
- 11.4 If we are required or entitled to take action under our gas or electricity supply licence or any other rules that are binding on us, we won't be in breach of our Agreement.
- 11.5 We do not directly control the reliability of Energy to your property so we cannot guarantee that the supply will be uninterrupted, the voltage and/or the frequency.

12. Personal Information

- 12.1 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 www.omni-energy.co.uk/privacy-policy.
- 12.2 You have a number of rights which relate to access and control of your data. These are set out in our Privacy Policy.

13. Emergencies and safety

- 13.1 If you have a gas emergency, you must report it on 0800 111 999.
- 13.2 If you have an electricity emergency, you must report it by calling 105 to find your local electricity distributor.
- 13.3 We can restrict the supply if we think that you are using it in a way that is unsafe or if we are required by any legal or other requirement that is binding on us.

14. National Terms of Connection

- 14.1 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 the Agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where 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, contact Energy Networks Association at 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF by post, 0207 706 5137 by phone, or see the website at www.connectionterms.co.uk.

15. Complaints Procedure

- 15.1 If you are unhappy with our service, you can make a complaint by either calling us on 0113 457 3219 or emailing us at complaints@omni-energy.co.uk. We will follow the [complaints policy](#) on our website.

16. Other Conditions

- 16.1 Nothing in this Agreement affects our legal rights or powers. Nothing in this Agreement affects any of your statutory rights.



- 16.2 If any part of this Agreement is void or unenforceable, the remainder of this Agreement is unaffected.
- 16.3 This Agreement is governed by the laws of England & Wales if your property is in England & Wales and in Scotland if your property is in Scotland. If there is a dispute then it will be dealt with by the courts of England and Wales or of Scotland respectively.