



Terms And Conditions Of Supply

1. Energy Supply Agreement (Our obligation to each other)
 - i. The Energy Supply Agreement is a contract between the customer (you), and Ecotricity (we/us) for the supply of electricity or gas wholly or mainly for domestic purposes.
 - ii. You confirm that you are the owner or occupier of the supplied premises (or will be on the date that you require the services to start).
 - iii. By entering into an Energy Supply Agreement with us you are also entering into a Standard Connection Agreement with your electricity operator (the people who run the local grid) or gas transporter (the people who run the gas supply network). Please let us know if you would like a copy of this.
 - iv. This contract will run from the date that you signed it, or accepted it on the telephone, or the date of your online submission, or in the case of a deemed contract, from the date that you started to take supply. If we are taking over from another supplier, supply will commence on the supply start date notified to you.
 - v. We will continue to supply your energy until our agreement is terminated by you or us and either a new supplier has started supplying your premises or your supply has been disconnected. You agree to pay us for your energy supply until we stop supplying you.
 - vi. If the meter at the premises is not of a type suitable for your payment option, you agree that we shall not be under any obligation to seek registration as the supplier for the premises and where those circumstances come to our attention:
 - i. We may seek to withdraw from that registration process; or
 - ii. After we have been registered, we may seek to de-register and request that the previous supplier re-register the supply, and we may end the agreement to supply without any liability.
 - vii. From time to time we may need to make changes to these terms and conditions (including price). We will write and tell you about any material changes. If you are not happy with any change you can terminate the agreement in accordance with these terms and conditions.
2. Cancellation
 - i. You may cancel the contract (except a deemed contract) within 7 days of signing it, or accepting it on the telephone, or the date of your online submission. Notice must be given in writing to us at: Ecotricity, Unicorn House, Russell Street, Stroud Gloucestershire, GL5 3AX, by email to home@ecotricity.co.uk or by telephone.



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3. Charges

- i. Our energy prices and any other taxes or duties payable are available by post upon request or from our website.
- ii. You agree to pay our charges based on our prices for your applicable tariff.
- iii. If you are a dual fuel customer (electricity and gas) and you move your electricity to another supplier but we continue to supply you with gas, we may charge you our gas only price which could be higher than the dual fuel gas price.

4. Payment

- i. Bills must be paid within 14 days of the bill date unless we agree otherwise.
- ii. We will normally send you a bill or statement every three months. The bill or statement may be based on an estimation of your energy consumption. You agree to pay this estimated amount or provide us with your own reading (in which case we may provide a revised bill to take into account your reading).
- iii. If any amount is in genuine dispute, you must pay the amount you do not dispute. When we have settled the matter, we may adjust the amount as a result.
- iv. If you pay bills jointly with other people, you are each responsible for paying all outstanding charges until they are paid in full.
- v. If you pay to us at any time an amount that is less or more than the amount due, we may apply that payment as we decide.
- vi. If the meter fails to register any energy used, you agree to pay for the amount we reasonably estimate that you have used.
- vii. We may require you to pay for any additional reasonable costs in respect of the following matters:
 - i. Debt recovery, including but not limited to, visits, warrant costs and any costs incurred in the tracing or retrieval of outstanding debt;
 - ii. Returned cheques or failed Direct Debits/standing orders;
 - iii. Meter changes at your request;
 - iv. Damaged meters;
 - v. Meter accuracy tests at your request, where the meter is found to be recording accurately;



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- vi. Administration charges associated with transferring debt from a previous supplier.
 - viii. If you don't pay your bills as agreed we can require you to pay by another method, including through a prepayment meter which may have higher charges.
5. Cutting off supply
 - i. We may cut off your supply:
 - i. In accordance with the provisions of the Electricity Act 1989 after 7 days notice if charges are outstanding 28 days after delivery of the bill;
 - ii. In accordance with the provisions of the Gas Act 1986, section 27;
 - iii. If you are unable to pay your debts after all other remedies have failed or commit a serious breach of this contract;
 - iv. If it is unreasonable in all the circumstances for us to be required to supply you; or
 - v. If we are required to do so by law or in case of an emergency.
 - ii. You must pay our reasonable costs incurred in cutting off and reconnecting your supply including all visits to the premises. We reserve the right to not reconnect your supply until you have paid all of our charges and put right any breach of the contract to our satisfaction.
6. Access to the property
 - i. You will allow us and your electricity distributor and/or gas transporter, gas shipper or any other person nominated by us to have safe access to the metering equipment at any time in case of emergency and at all reasonable times for the purpose of exercising our rights and obligations under this agreement.
 - ii. We, or anyone we authorise, must have access at all reasonable times if we need to:
 - Install, repair, remove or replace the meter; or
 - Read, test or inspect the meter; or
 - Cut off or reconnect your supply.
 - iii. In a gas emergency, we or the network operator may also require you to stop using gas.



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7. Disclosure of information (Data Protection Notice)

- i. Any information that you provide or we hold about you may be used by us and our agents to:
 - i. Check your details with one or more licensed credit reference and fraud prevention agencies and a record of any search may be kept by us and the agency. If a person provides false or inaccurate information and we suspect fraud, this is also recorded.
 - ii. Your information may be used by us and shared with our agents and relevant industry bodies to:
 - i. Enable us to supply you with electricity or gas. You agree to your old supplier providing us with all of the relevant details to assist with the transfer of supply, and transferring to us the right to collect any debt you may owe to that supplier, together with any relevant account details;
 - ii. Obtain your energy supply details or other relevant information from the relevant industry bodies;
 - iii. Trace debtors, recover debt, prevent fraud and manage your account. We may share information about the way in which you conduct your account with other financial institutions and credit referencing agencies. This includes those customers that have moved house and are in default;
 - iv. Use call data for quality assurance and to verify your identity. Calls may be monitored to make sure that we are meeting our legal and regulatory requirements and also for staff training purposes;
 - v. Undertake market research or provide up to date information on products and special offers (unless you have opted out of this form of communication).
- iii. If you require details of the credit agencies from which we get, and which we record information about you, please write to; The Data Protection Manager, Ecotricity, Unicorn House, Russell Street, Stroud Gloucestershire, GL5 3AX.
- iv. Where we believe that you, or a member of your household, need extra care due to factors such as age, health, disability or financial insecurity, we may record this fact on our records. We will use this information specifically for protecting 'extra care' customers and their household from loss of service.



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- v. If someone else provides us with information on your behalf, you confirm that you have authorised them to give us that information and that you have no objection to us using that information as if you had provided it.

8. Ending the Energy Supply Agreement (Changing Supplier)

- i. You can end your Energy Supply Agreement by giving us notice in any of the following ways:
 - i. By giving us a minimum of 14 days notice in writing. However the Energy Supply Agreement will not end until another supplier starts to supply the premises or the supply is cut off because it is no longer required. We may provide your new supplier with all of your relevant details to assist with the transfer;
 - ii. By notifying us on or before the effective date of any proposed price increase or material change to these terms and conditions and providing we hear from your new supplier within 15 workings days of you notifying us that you are switching to a new supplier within a reasonable period of time we will not apply the variation to your terms. If you are unable to arrange for a new supplier to take over the supply, the supply will continue under the new terms and conditions from the start date referred to in our notice;
 - iii. By telling us in writing, or by telephone, or online via our website at least 4 days before you want our agreement to end, if you are permanently leaving the premises supplied. If you do not provide the notice required you will continue to be responsible for all charges under our agreement until the new owner or occupier becomes responsible for the supply.
- ii. If you end our agreement you are required to provide a final meter reading on the date of termination.
- iii. We may object to a transfer of supply if you owe us money or there are any outstanding unsettled bills, or we may transfer to your new supplier the right to recover any debt together with full details of the debt.
- iv. The Energy Supply Agreement may be terminated immediately by either party (you or us) if our license to supply is revoked.



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9. Liability

- i. We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
- ii. We will only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this Energy Supply Agreement up to a maximum of £100,000 and neither of us will be liable to the other for indirect or consequential loss including loss of profit, use or revenue.

10. General

- i. The laws of England and Wales apply to your Energy Supply Agreement with us.