

# Energy terms and conditions

All you need to know.

These are the Terms and Conditions by which we supply electricity and / or gas to you. These and your Tariff form the Contract between you and Pure Planet.

Pure Planet Limited (company no 09735688) is registered at 1 Temple Way, Bristol, BS2 0BY. Our registered VAT number is 257339187.

## 1. General

- 1.1. We are not currently able to supply you and will have to decline your Application if:
  - 1.1.1. you are a customer on the government's 'Green Deal' initiative;
  - 1.1.2. you have a micro-generation installation at the Address. We are not currently a Feed-in Tariff provider and you will need to contract with an eligible Feed-in Tariff licensee for your micro-generation payments;
  - 1.1.3. you are on a prepayment meter or an 'Economy 10' (differential) electricity plan; or
  - 1.1.4. you are a business customer.
- 1.2. If you wish to change from your current meter arrangement to be able to join Pure Planet, you need to arrange for this to happen (at your own cost) before we can accept your Application to join.

## 2. Online Service

- 2.1. Pure Planet is a digital proposition. To sign up, you must download our App to your smartphone via the Apple 'App Store' or Google 'Play Store' (or such other platform as we may make our App available on) and have entered correctly all of the information required by us. You must have an active Nominated Email account ('email) and a smartphone capable of running the App in order to access our tools and view all the information you need to run your Account.
- 2.2. You agree that all communication from us to you will be sent in digital form (ie via the App, by email or our Website).
- 2.3. If you cannot find an answer to any query through our digital 'Help' (on your App and at purepla.net), we will do our best to identify and answer your enquiry within 2 business days. If we don't respond within that timeframe you can raise a Complaint (see Section 14).
- 2.4. As part of our online service, we require you to comply with our Acceptable Use Policy.

## 3. Your Contract with us

- 3.1. Your Contract starts when you accept our terms and conditions and become a member of Pure Planet for your Energy supply; or when you start to take an Energy supply from us (whichever happens first).
- 3.2. By agreeing to this Contract, you are agreeing that:
  - 3.2.1. you are over 18;
  - 3.2.2. you own or live in the Address and are allowed to enter into this Contract for the Address;
  - 3.2.3. you have provided accurate information about yourself and your meters;
  - 3.2.4. you will use the supply for domestic purposes only;
  - 3.2.5. you will keep your personal details (which we show on the App), including your mobile number and email address, accurate and up to date;

- 3.2.6. you will receive your Pure Planet Account statement, with notification of the next payment amount via the App or email;
  - 3.2.7. you will let us make any changes needed to your Direct Debit to cover your forecast or actual usage. We will give you 30 days advance notification of any change to your payment schedule;
  - 3.2.8. you will let us send you Contract changes via email or the App;
  - 3.2.9. you will provide all meter readings via the App when requested by us;
  - 3.2.10. you will move to a smart meter at our request, subject to our agreeing a suitable installation date and time with you.
- 3.3. Once you join, you become a member of Pure Planet and may be entitled to membership rewards that we offer from time to time. We'll keep you informed of membership rewards through our Website or our App.

#### **4. Your supply start date**

- 4.1. When you tap to Join via our App, you agree that you accept these terms and conditions and we aim to begin supplying to your Address 17 days later. We will send your Service Pack on email within two Business Days of joining.
- 4.2. We will not be able to complete your Energy switch and begin supply if:
  - 4.2.1. your existing supplier blocks the switch; or,
  - 4.2.2. you have not supplied the necessary information about your Address/meter; or,
  - 4.2.3. your meter is not suitable for the tariff we provide.
- 4.3. You can cancel your switch at any time in the first 14 calendar days of joining. To do this, simply tap 'Help' on the App or at purepla.net and search for 'Cancel my switch'. Your switch will be cancelled and you will continue to be supplied by your existing Energy supplier.
- 4.4. After 14 calendar days from your date of joining, you won't be able to cancel your switch but you can move to another supplier at any time in accordance with these terms and conditions. We will continue your supply until your new supplier completes the switch (see Section 11.3).

#### **5. Our prices and charges**

- 5.1. You agree to pay our Membership Fee (this is the Standing Charge per fuel (electricity/gas)) and our variable Members' Rate (this is the Unit Rate for Energy) as explained in the Service Pack. Our prices include VAT at the appropriate rate.
- 5.2. The Membership Fee is our Standing Charge and is how we describe the Standing Charge as part of our proposition. It is calculated on a 365 / 12 basis, accrues on a daily basis and is presented as a monthly charge on your statement alongside your Members' Rate which is the per kWh Unit Rate for Energy. Together, these represent the total charges payable for the supply of your Energy;
- 5.3. Our charges start from the Supply Start Date and are based on:
  - 5.3.1. the Membership Fee per fuel (electricity/gas) that we supply to you, and which we will review from time to time but no less than annually. and
  - 5.3.2. the Members' Rate, which is a per kWh Unit Rate for the Energy used at the Address. This will be charged at the rate(s) that apply at the time the Energy is consumed. The Members' Rate will be set in advance and will be the rate at which we buy Energy from the market including any taxes, transportation and ancillary costs;
- 5.4. If you leave Pure Planet, we will calculate and charge the Membership Fee as a pro-rata amount for the number of days you were on Pure Planet in your final month.

- 5.5. If you have an Economy 7 meter, you will receive electricity at our Members' Rate (this is the Unit Rate) which is a single flat rate.
- 5.6. If you have both electricity and gas with us, you will receive a combined monthly statement; on it we will show your electricity and gas spend separately.
- 5.7. Our prices for supplying electricity and gas will be shown on the App; you are responsible for checking the App.
- 5.8. We will provide you with an Annual Statement for the duration of this Contract.
- 5.9. Our charges are based on the Energy consumed by you at the Address as recorded by the Metering Equipment and calculated, based on a meter reading supplied by you or taken by us or our agents. In the event that no meter reading is supplied, we will use an estimate.
- 5.10. In the event that you live in an area supplied by an Independent Gas Transporter and/or Independent Distribution Network Operator, we will apply incremental charges. Depending on your area, these can include both a fixed amount and the Unit Rate, and we will pass these charges on to you through your account statement for payment as a part of your supply.
- 5.11. We can also charge you fees to recover any reasonable costs that aren't included in your tariff. We will notify you at the time of any additional charges and may take these from the bank account you have authorised us to charge. These may include:
  - 5.11.1. costs we incur to recover money you owe us, which may include visiting your Address to stop, disconnect, fit a prepayment meter or reconnect your supply and the cost of tracing you if you have moved;
  - 5.11.2. administration costs relating to your meter for example if you've damaged the meter. We will not charge you when we upgrade you to a smart meter (except in accordance with Section 9.2);
  - 5.11.3. inspecting or working on your meter if you ask us to but there's no problem with it;
  - 5.11.4. moving your meter (unless you are eligible to be on the Priority Services Register);
  - 5.11.5. getting a warrant to enter your home if you refused to let us in and reasonable costs related to entering your home with the warranty.

## **6. Changes to our prices, charges or the terms of this agreement**

- 6.1. We may change your Contract at any time (including price and payment methods). We may also need to make changes to the Contract where Ofgem make changes to our license(s) or if it is necessary to comply with any laws or other rules we are obliged to follow. If the change is not your advantage (excluding the rate changes detailed above) we will give you 30 days notice of the change, together with details of the differences from your current contract and the main reasons for the change.
- 6.2. We may change our prices and fees, change or remove benefits, change the way we charge for gas and electricity or change these terms and conditions. If you do not accept the changes, you may end this agreement by changing supplier.
- 6.3. We will tell you of any change to the Membership Fee (this is the Standing Charge) at least 30 days before it takes effect.
- 6.4. We will tell you of any change to the Members' Rate (this is the Unit Rate) at least 30 days before it takes effect.
- 6.5. You agree:
  - 6.5.1. to pay these charges up to to the date we cease to provide Energy to your Address;
  - 6.5.2. to pay the total remaining balance on your account within 30 days of starting supply with any other Energy company;

- 6.5.3. that if you owe us money we have the right to object to your transferring supply to another Energy company until you have paid the balance outstanding on your Account in full;
- 6.5.4. that if you don't pay the money you owe before the changes take effect, the changes we told you about will apply.
- 6.6. When our Members' Rate (this is the Unit Rate) changes, we will ask you for a meter reading at least 5 days before the rate takes effect. If you have a second generation smart meter (and we are able to do so) we will take a remote reading at the relevant time. If you do not provide a meter reading when requested, we will make an estimate reading on the date the price change takes effect.
- 6.7. We will use the meter reading to work out your usage and charges at the old Members' Rate. We will then use the new Members' Rate from 00.00 hours on the date the price change takes effect.

## **7. Your Payments**

- 7.1. You are responsible for making payment for the supply of Energy until your Contract with us ends.
- 7.2. You agree to pay us by Direct Debit and authorise us to deduct money from a specific bank account for amounts you owe us. If this payment method does not suit you then you should not sign up to Pure Planet. If you are already a member and, at any time during the Contract, this method of payment no longer suits you, you should look for an alternative Energy company that better meets your payment method requirements. We will work with you to make that switch go smoothly for you.
- 7.3. You agree to make sure the bank account you have authorised us to collect the Direct Debit payment from is up to date and has sufficient funds to cover all payments to us on the due date.
- 7.4. You will not be able to change your Direct Debit payment collection date until the feature is available in the My Account section of your App. You will then be able to change your Direct Debit at any time, subject to your always making a payment in each calendar month. When you change your collection date we may review this and we have the right to decline your request.
- 7.5. We will track all payments made and carry any balance forward on your monthly Account statement.
- 7.6. If you are on a Dual Fuel package you agree to make a combined payment for electricity and gas (rather than paying for each fuel separately).
- 7.7. Your monthly Direct Debit payments will be made up of:
- 7.7.1. a Membership Fee (this is the Standing Charge per fuel (electricity/gas)); and
  - 7.7.2. a Monthly Usage Fee calculated by reference to your forecast Energy use charged at the Members' Rate (the Unit Rate).
- 7.8. We will balance your total spend across the period and set your payment schedule so you pay a little more in Autumn and Winter months and a little less in Spring and Summer months. We will tell you your fixed payment schedule in advance and notify you of any change.
- 7.9. We aim to review your Direct Debit at least twice a year based on actual meter readings. We will increase or reduce your Direct Debit based on your actual Energy consumption.
- 7.10. Your monthly spend and Direct Debit collection amounts will be shown in the App; we will provide a detailed breakdown of your spend, our payment collection(s) and your Account balance each month by email no later than 5 days after your monthly payment collection date.
- 7.11. If your Direct Debit fails due to insufficient funds, we will let you know and confirm the date we will re-present the automated instruction, as set out in Section 8.
- 7.12. If the amount payable is the subject of a bona fide dispute, the undisputed portion should be paid on your usual Direct Debit date. Any disputed amount should be paid via bank transfer

within 7 working days of the dispute being resolved. No amounts can be offset or withheld on the monthly Direct Debit unless a credit note has been issued.

- 7.13. If you believe your bill is incorrect, tap 'Help' in your App or at [purepla.net](http://purepla.net) and search for 'Bill is incorrect'.
- 7.14. We will collect your payment one month in advance. Based on your credit history according to a credit reference agency we may ask you to pay a reasonable amount upfront as a deposit. This will be the value of up to 3 months' estimated supply of Energy and it protects us in case you break our agreement because we forecast and pay for your Energy in advance. We will periodically review your account and may reduce your credit balance as you build a payment history with us.
- 7.15. If we ask you to pay a deposit and you refuse we will be entitled to refuse to supply gas or electricity (or both) to you.

## **8. Non Payment of Charges**

- 8.1. If you do not, for whatever reason (other than a bona fide dispute), pay your monthly Direct Debit and your Pure Planet account is in debit, we may;
  - 8.1.1. offer you a payment plan according to your circumstances;
  - 8.1.2. require you to pay a Deposit;
  - 8.1.3. take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us;
  - 8.1.4. change the amount of your Direct Debit to recover the sum due to us;
  - 8.1.5. provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;
  - 8.1.6. recover from you all costs incurred by us in pursuing your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting you and getting a warrant to enter your property and installing a prepayment meter;
  - 8.1.7. charge you interest on the outstanding amount at a rate of 3% per year above the Bank of England base rate. We can do this from 28 days after the original Direct Debit has failed;
  - 8.1.8. use any money that we owe you or any Deposit that you have paid to us to pay off what you owe us;
  - 8.1.9. move the money that you owe us to another account or contract to pay off your debt;
  - 8.1.10. seek permission from the courts to gain access to your property to install a prepayment meter;
  - 8.1.11. disconnect the supply. If we disconnect the supply you are required to pay our reasonable costs to disconnect and reconnect the Supply. We will not disconnect you in winter (October to March) or if you are eligible to be on our Priority Services Register.
- 8.2. If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. We will provide as much help as we reasonably can in order to avoid disconnecting your Energy supply.

## **9. Your meter equipment**

- 9.1. When you join Pure Planet you agree to upgrade to a smart meter for the Energy we supply to you. We agree to work with you to arrange installation on a date and time that is convenient to you.
- 9.2. If we or our agent are not let into your property for the appointment we have agreed with you to install the smart meter we may charge you the costs of that visit.

- 9.3. When we or our agent installs your meter we will follow the Smart Meter Installation Code of Practice.
- 9.4. The meter is the property of the meter provider and your use of the equipment is covered by your Membership Fee to Pure Planet. You are responsible for making sure the meter is protected and not interfered with in any way. You must notify us immediately if anything happens to the meter.
- 9.5. We or our agents will visit your Address to carry out a safety inspection of the meter equipment at least once every 2 years. You agree to give us safe, unrestricted access to your meter equipment for the following purposes;
  - 9.5.1. to take a meter reading;
  - 9.5.2. to carry out a safety inspection;
  - 9.5.3. to install, replace, test or reposition the Metering Equipment;
  - 9.5.4. to disconnect the supply;
  - 9.5.5. to reconnect the supply.
- 9.6. You must leave any In Home Display we provide in the property.

## **10. Your meter readings**

- 10.1. Until you have a functioning smart meter that can provide us with your meter readings remotely, you must give us a regular reading. This will help us make sure your bills are as accurate as possible. We've put a Guide to reading your meter in 'My Account' on your App. Just tap 'meter reading' for more.
- 10.2. If no actual meter reading is available, we will produce a reasonable estimate of usage at your property. You agree to pay the estimate amount or give us an actual meter reading. If you give us an actual reading after the bill has been produced we can send you a new bill at your request but in any case we will use that reading when we work out your next bill.
- 10.3. When we receive an actual meter reading from you (or our authorised meter reader) which shows that any previous estimated reading may have been significantly over or underestimated, we may cancel and replace the relevant bills. If there has been any change to the Members' Rate during that time we will use the relevant price at the time of use to work out the new bill. This will be based on our revised estimate of consumption through the period.
- 10.4. If, in our reasonable opinion the meter reading you provide is not accurate, we will not be required base our billing on the reading provided, but will contact you to either get a new meter or send our approved meter reader to obtain a meter reading instead.
- 10.5. If for any reason your meter does not register any electricity or gas used, you agree to pay the amount that we reasonably estimate.
- 10.6. If you ask us to carry out a meter accuracy test and we do not find a fault with the meter, you must pay for the cost of the test.
- 10.7. Once a smart meter is installed and the start functionality is available for us to use (which we will notify you about), we will be able to take meter readings automatically, update your meter and run diagnostics without visiting your Address. We will use these readings to work out your bill.
- 10.8. In some circumstances we may still have to estimate some of your bills (for instance if your smart meter has failed or the communications to the meter have failed).
- 10.9. If you have a smart meter fitted it is your responsibility to tell us when you move from the Address. This is essential so we can stop your smart energy data from being available to the new occupier of the Address via the In Home Display. If you don't let us know when we may not be able to prevent them from seeing your Energy data.

## 11. Ending the contact

- 11.1. There is no exit fee when you end this Contract.
- 11.2. You may end this Contract if:
  - 11.2.1. you transfer to another supplier. You can do this at any time and we will make all reasonable efforts to send your final bill within 14 days of the transfer being completed;
  - 11.2.2. our supply has been disconnected;
  - 11.2.3. all sums owed by you to us have been paid.
- 11.3. If you cancel your Contract with us, we will continue the supply under Deemed Contract until you have appointed a new supplier for the Address.
- 11.4. If you transfer to another supplier we may pass them any relevant details we deem (acting reasonably) that they may need to help with this transfer. If you object to us giving the other supplier any details that are required to enable the transfer to proceed, we will stop the transfer.
- 11.5. We may suspend or end this Contract if:
  - 11.5.1. you are breach of any terms of the Contract;
  - 11.5.2. you did not pay us what you owed us when it was due;
  - 11.5.3. we no longer have the relevant licence(s) to supply your Energy.
- 11.6. This Contract will terminate automatically, immediately if Ofgem gives a 'Last Resort Supply Direction' to another supplier in respect of the gas and/or electricity to the address. This ensures you don't lose supply.

## 12. Moving home

- 12.1. Please give us at least 2 days notice when you move house. Tap 'Help' in your App and search for 'Moving Home'. We will need your final meter readings to produce your final bill for the address.
- 12.2. If you give us the correct notice (in accordance with Section 12.1 above), we will cancel your Contract at the Address on the day you move out. If you wish to have Pure Planet supply Energy at your new address, subject to you entering a new Contract us we, we will transfer across your balance and any membership rewards you've earned with us.
- 12.3. If there's a break in supply, you will remain a Pure Planet member but we'll close out your old balance. You won't earn any membership rewards during the period you are off supply. You will be eligible to start earning membership rewards as soon as you reconnect to Pure Planet.
- 12.4. If you do not give us the right notice, you will be responsible for paying for any electricity or gas (or both) used in the period before anyone was registered as taking the supply. We'll cancel your Contract:
  - 12.4.1. within 2 days of your telling us you're moving house;
  - 12.4.2. when we are notified someone else has moved into that address, whichever occurs first.

## 13. Access to your Address, your safety and our rights over your supply in an emergency

- 13.1. You must call the Gas Emergency Number 0800 111 999 immediately if you suspect or know of a gas leak.
- 13.2. If you have an electricity emergency or become aware of anything which affects or is likely to affect the security of the network or causes danger, you must report it to your local electricity distributor. Tap Emergency in the App or at [purepla.net](http://purepla.net) for their number.

- 13.3. In an emergency you must allow us and anyone we authorise, safe access to your meter at any time.
- 13.4. We may cut off your supply if we have to do so by law or in an emergency or as a result of other circumstances beyond our control.
- 13.5. You must tell your Electricity Distributor immediately you become aware of anything which affects or is likely to affect the security and availability of the distribution network, causes danger or requires urgent attention regarding the supply and safety of electricity. To find the number, tap on emergency in your App or go to [purepla.net](http://purepla.net).
- 13.6. If we supply you with gas, we and the gas transporter who operates the network through which the gas is supplied to you have the right to tell you to restrict or stop the use of your gas if we or they have to do so by law or in an emergency. You must then follow our instructions. Where applicable, if you receive such a request you may be entitled to a compensatory payment and if you are we will ensure it is paid as soon as reasonably practicable after we receive it from the party liable.
- 13.7. If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your electricity or gas (or both) supply.

## **14. If you have a complaint**

- 14.1. To view our complaints procedure and make a complaint tap on "Help" in your App or at [purepla.net](http://purepla.net).
- 14.2. We aim to respond the same day but in any case within 2 working days either with a resolution or to explain our next steps.
- 14.3. If you're not happy with our final response, you can contact the Energy Ombudsman on 0330 440 1624 or at [os-Energy.org](http://os-Energy.org). You must first have complained to us before asking them to pick things up for you. They are an independent organisation and it is a free service. If they decide that we should do something for you, we legally have to do it. If they think there's something you should do, you don't have to go with their decision.
- 14.4. It's easy to get free, independent advice so that you know your rights as an Energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. Visit the 'Know your rights' section of [citizensadvice.org.uk/energy](http://citizensadvice.org.uk/energy) for up-to-date information or contact the Citizens Advice consumer service on 03454 04 05 06.

## **15. Your information**

- 15.1. We agree that we will only use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our Website and which forms part of these terms and conditions.
- 15.2. We may run checks on you (and anyone else also responsible for payment) through credit reference and fraud prevention agencies, initially and periodically to help us assess your ability to pay our bills, check your identity, prevent and detect fraud and recover debt. When we run any check, the credit reference agency will record the fact that a check was made, whether or not you become a member of Pure Planet.
- 15.3. If you have an account with us, we will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e. you have not paid us and are in breach of your agreement with us) we will notify you and if you do not pay us we will report the unpaid debt to credit reference agencies who will record that default on your credit file. They might give that information to other organisations and fraud prevention agencies to carry out similar checks, find out where you are and collect any money you owe.

- 15.4. If we suspect that someone has committed fraud or stolen Energy by tampering with the meter or diverting the Energy supply, we'll make a note of it on your Account. We can then share that information with Ofgem, credit reference and fraud prevention agencies. The information might also go to law enforcement agencies such as the police and HM Revenue and Customs.
- 15.5. We can use this information to make decisions about you, including how likely we think it is that you'll be able to pay for your supply and other Energy services. By doing this we might record sensitive personal information about you, such as criminal offences you've been accused of.
- 15.6. If you've tampered with the supply to your property or stolen gas or electricity, or if we suspect you have, we can take that into account when we decide what products or services to offer you, and what terms and conditions we give you.

## **16. Our liability**

- 16.1. Nothing in this agreement removes our legal liability for death or personal injury caused by our negligence. This agreement does not affect any rights you have by law, including your rights under the Consumer Protection Act 1987.
- 16.2. We are not liable to you for:
  - 16.2.1. any loss due to circumstances beyond our reasonable control;
  - 16.2.2. any business loss (for example loss of profit, income, contract or wasted expenses);
  - 16.2.3. any loss that could not have been reasonably expected when we entered into this Contract
  - 16.2.4. any loss caused to you by the Gas Transporter or the Electricity Distributor in excess of the amount we are entitled to recover from the Gas Transporter or the Electricity Distributor on your behalf.
- 16.3. If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £25,000 for each event or series of related events.

## **17. Transfer of Rights**

- 17.1. We may transfer any or all of our rights and obligations (including the right to supply Energy and the right to recover charges) to any other organisation without getting your approval. If we do that we will tell you as soon as we reasonably can. We have created a charge over our rights under the Contract in favour of BP Gas Marketing Limited.
- 17.2. We may also subcontract anything we have agreed to do under this agreement. However we will still be responsible for anything they carry out.
- 17.3. None of this affects your rights under the Contract.
- 17.4. You cannot transfer the Contract or any of your rights under it without first getting our approval.

## **18. Law**

- 18.1. The laws of England and Wales apply to this Contract if the Address is in England or Wales. Scottish law applies to this agreement if the Address is in Scotland.

## **19. Data Protection notice**

- 19.1. We respect your right to privacy and will only use the personal information which you give us, or which we legally receive from another organisation or person as allowed by the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other privacy laws that apply. Our use of your personal information is governed by our Privacy Policy and by agreeing to these Terms and Conditions you are agreeing with our Privacy Policy.

19.2. If you tell us, or we believe that you or another member of your household are in need of extra care, we will record that information and store it on our Priority Services Register, in order to ensure you get the service you need. This is in line with Energy UK's 'safety-net procedures'. You can find out more about our approach by tapping 'Help' on your App or at [purepla.net](http://purepla.net).

## 20. Priority Services Register

20.1. If you elect to go on our Priority Services Register we will use that information to enable us:

20.1.1. to consider what additional help and support we can provide you;

20.1.2. to tell the electricity and gas transporters so they can tailor their services to you;

20.1.3. to commission Contractors such as a meter reader to provide extra help;

20.1.4. to work with trusted charities to help in incident situations and make sure we safeguard you;

20.1.5. to share this information if you decide to move to another Energy company so they are aware of the support you need.

20.2. We will never use this register for marketing. You can tap on My Account in your App to update your status on the Priority Services Register at any time.

20.3. Whether or not you are on our Priority Services Register, if we believe you need extra care or are in danger of being cut off, we will record that in our information and may share it with the relevant healthcare organisations and Energy distributors or transporters.

## 21. Your supply

21.1. Local network operators distribute the electricity or transport the gas that we supply to you (or both). They are responsible for the quality of the supply and for making sure that the supply to you is continuous, without interruptions, through the local network. This is not our responsibility as it is outside our reasonable control.

## 22. National Terms of Connection

22.1. In relation to the supply of electricity, Pure Planet is 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.

22.2. The NTC 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, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, call 0207 706 5137 or go to [connectionterms.co.uk](http://connectionterms.co.uk).

## 23. No Waivers

23.1. If we do nothing, or delay taking action, when you breach the Contract, we will still be entitled to take prompt action to enforce a similar or subsequent breach of the Contract by you.

## 24. Notices

24.1. Notices to you under this Contract will be sent by email or post to the last known address that you have provided. We will treat such notices as having been received two days after we have sent it to you, unless we receive evidence to the contrary.

24.2. Notices to us under this Contract must be sent via the App. Tap on 'Help' and search for 'Cancel my account'.

## **25. Invalidity**

25.1. If any part of this Contract is declared invalid or is void or unenforceable, the validity of the rest of the Contract will not be affected.

# Glossary of Terms

Here's a quick guide to the key-words used in document

<b>"12 month period"</b>	Either: (a) 12 months from the Supply Start Date; or (b) 12 months from the last date on which we provided you with an Annual Statement.
<b>"Acceptable Use Policy"</b>	The terms of use of the App and the Website as set out on the Website (as may be amended from time to time).
<b>"Account"</b>	Your account with Pure Planet pursuant to the Contract.
<b>"Address"</b>	This is the domestic premises, shown in your Service Pack, to which we supply Energy under the Contract for domestic purposes.
<b>"Annual Statement"</b>	The Statement of Account that covers a period of 12 months, that we will provide you each year on email or via the App.
<b>"App"</b>	The Application you download and retain on your mobile phone to manage your account with us, referred to throughout as 'App'.
<b>"Business Day"</b>	Any day other than a Saturday, Sunday or a bank holiday in England or Wales.
<b>"Consent Request"</b>	A notice we will send you to request your consent before we make a specific amendment to the Contract. This notice will explain the amendment the purpose of the amendment and confirm that you do not need to agree to it.
<b>"Contract"</b>	The Contract under which we supply Energy to the Address which includes a Deemed Contract unless otherwise specified.
<b>"Contract Start Date"</b>	The date on which the Contract is entered into by you and us (and becomes a formally binding legal agreement).
<b>"Deemed Contract"</b>	Where we are already providing energy to an Address, these terms and conditions apply whether or not you have accepted them.
<b>"Deposit"</b>	Any payment we require you to make as security for payment of any charges under the Contract in accordance with Section 7.14
<b>"Direct Debit"</b>	Payment of or towards your bill for electricity or gas (or both) by us making us either: (a) A monthly deduction of an agreed amount from your nominated bank account; or (b) A deduction of the full amount of any bill outstanding.
<b>"Dual Fuel Package"</b>	Where we supply you with electricity and gas.
<b>"Electricity Distributor"</b>	The licensed operator of the distribution system through which electricity is supplied to you.
<b>"Energy"</b>	Electricity or gas or both as selected on your Application, as supplied under Contract or a Deemed Contract with you.
<b>"Gas Transporter"</b>	The company licensed to deliver gas through the pipes to the Address.
<b>"In Home Display"</b>	A dedicated display device designed to deliver energy-related information such as energy consumption, pricing or service messages.
<b>"Join Request"</b>	The Application completed and submitted by you to us for the supply of Energy to the Address.

<b>"kWh"</b>	Means a kilowatt hour.
<b>"Membership Fee" or "Monthly Membership Fee"</b>	This is the Standing Charge. It is calculated on a 365 / 12 basis, accrues daily and is applied as a monthly charge to your account per fuel (electricity/gas) that we supply to you. It is the fee you pay to receive Energy at our Members' Rate.
<b>"Members' Rate"</b>	This is the Unit Rate for the Energy you use. It may go up or down over time according to market conditions (variable rate) as notified to you by us.
<b>"Metering Equipment"</b>	The meter and any ancillary equipment which records the quantity of Energy supplied to the Address.
<b>"Miscellaneous Charges"</b>	Any charges under the Contract other than charges for the supply of Energy to the Address.
<b>"Monthly Usage"</b>	The amount of energy you use or that we forecast you will use.
<b>"Nominated Email Address"</b>	The email address you nominate as the email address for us to contact you on in respect of your account.
<b>"Ofgem"</b>	The Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain.
<b>"Payment Method"</b>	This means monthly Direct Debit.
<b>"Platform"</b>	Pure Planet's suite of digital tools and assets.
<b>"Prepayment Meter"</b>	A meter that has to be topped-up in advance in order for the Supply to be made and includes a smart meter in prepayment mode.
<b>"Priority Services Register"</b>	The priority services register operated by us in accordance with applicable law and/or our supply licence and as further described at Sections 19.2 and 20.
<b>"Privacy Policy"</b>	Our policy on how we manage your personal data as set out on the Website (as may amended from time to time).
<b>"Service Pack"</b>	Means a pack that is supplied either via email or the App, that includes a letter confirming the Address that we will supply, your personal projection from the quote, contracted tariff information and monthly Direct Debit amount.
<b>"Standing Charge"</b>	This is a fixed amount that is charged to you in addition to charges arising on the basis of the Unit Rate. Further details on how this is charged are set out under the definition of Membership Fee.
<b>"Statement of Account"</b>	This shows your account balance, the charges for the period, your payments for the supply of Energy to your Address and any other credits.
<b>"Supply"</b>	The sale by us to you of gas or electricity via a gas transportation network or an electricity distribution network as appropriate.
<b>"Supply Start Date"</b>	The date on which we start to supply Energy to your Address.
<b>"Unit Rate"</b>	This is a charge per kWh for Energy used at the Address. Further details on how this is charged are set out under the definition of Members' Rate.
<b>"we", "us" and "our"</b>	Refers to Pure Planet Limited.
<b>"Website"</b>	purepla.net
<b>"you", "your" and "Member"</b>	Refers to the person(s) named on the Application to Pure Planet for the supply of Energy to their Address or the occupier of an Address that we are already providing Energy to (Deemed Contract).