



## **Our terms and conditions for Domestic Gas Supply**

### **1. Introduction**

- 1.1 These terms and conditions set out the agreement for supplying gas to Your home and together with our Tariffs and any Additional Terms and Conditions form the contract between Us and You, the customer.
- 1.2 By entering into this contract You confirm that You are the owner or live in Your Property or that You're responsible for it and that the Property is not used for commercial purposes and is already connected to the mains gas network.

### **2. Definitions**

**Additional Charges** – Means any charges that are not directly for the Supply of gas and as set out in Your Welcome Letter.

**We, Us, Our** - Entice Energy Supply Limited having its registered address at Laurie house, Colyear Street, Derby, DE1 1LA and company number 09473910

**Deemed Contract** – A contract between Us and You formed because You are the owner or occupier of a property we supply gas to but no contract has been agreed.

**Deposit** - the money You need to pay us as security in advance before we'll supply gas to Your home.

**Gas Transporter** - the company that's licensed by Ofgem to pipe gas to Your property.

**licence** - the Gas Supplier licence that Ofgem granted to Us on the 11<sup>th</sup> June 2015, allowing us to supply gas to domestic and commercial premises in the UK.

**Our Tariffs** - The list of our current tariff prices and charges.

**Meter** - the metering equipment in Your property used to measure the amount of gas You consume.

**Ofgem** - the Office of Gas and Electricity Markets.

**Prepayment Meter** - a meter that charges You upfront for Your gas.

**Property** - the building or space we supply gas to under this contract to be used mainly for domestic purposes.

**Supply** - the gas we provide, or what we do to provide the gas.

Welcome Letter – means the email we send You following Your application to confirm Your tariff details and details regarding the supply of gas to Your property.

Working day - any day except Saturday, Sunday and bank holidays.

You, Your – The person or persons named on the application or a person that enters into a Deemed Contract with Us.

### **3. Contract start date**

3.1 The contract between Us and You will start when You agree with Us over the phone that We will supply gas to You or if You apply online via Our Website, when You receive our Welcome Letter via email.

3.2 If You didn't enter a contract with us in any of the ways described above then we will supply You under a Deemed Contract when:

- a You move into Your Property;
- b Your tenants move out of Your Property that You are the Landlord of or
- c You become responsible for Your Property.

### **4. Cooling off period**

4.1 You have a 14 day cooling off period starting the day after Your Contract start Date that allows You to cancel the contract with Us free of charge during that period.

### **5. Supply start date**

5.1 We will usually begin supplying You gas within 21 days from the day Your cooling off period ends.

5.2 There are a few things that might mean we take longer than 21 days to start supplying gas. These include:

- a You ask us to delay taking over the Supply.
- b Your previous supplier objects to the transfer.
- c You don't give us the information we need when we request it.
- d You're connected to an Independent Gas Transporter network or We are unable to supply Your meter type
- e An event outside of our control occurs.

### **6. Our prices and charges**

6.1 Our prices for supplying gas are set out in our Tariff Information Labels and in Your Welcome Letter. You'll find this on our website at [www.EnticeEnergy.com/tariffs](http://www.EnticeEnergy.com/tariffs)

6.2 You will receive a monthly statement online which details Your Payments and the Charges for gas You have consumed in the Period based upon Meter Readings

submitted by You, or taken by us or a Meter Reading Agent appointed by Us. Where no recent meter reading is provided or there is reasonable grounds for Us to believe the available read is not accurate; We will estimate Your gas usage and show this in Your monthly statement.

- 6.3 VAT will be charged at 5%
- 6.4 Additional Charges may be charged by Us if they are deemed appropriate. These charges can be found at [www.EnticeEnergy.com/tariffs](http://www.EnticeEnergy.com/tariffs). The charges include but are not limited to:
  - a Visiting Your Property and stopping, disconnecting or reconnecting Your supply if the reason is Your fault.
  - b Inspecting or conducting meter works if You request it but it is found there's no fault with Your meter.
  - c Moving Your meter.
  - d Trying to recover money You owe us. Including missed payments; reasonable administration costs, the cost of trying to contact You, visiting You, getting a warrant to enter Your property and installing a prepayment meter.
  - e Visiting Your property when You haven't kept an agreed appointment with us or our agents.
  - f You interfering with Your gas or electricity meter, or stealing gas or electricity.
  - g Replacing any card, key or token that You lose or damage.
  - h If You are connected to an Independent Gas Transporter Network
  - i Insufficient funds available for Direct debit.
  - j Sending a meter reading agent to your property where an actual customer read has not been submitted within a 6-month period.

## **7. Payment**

- 7.1 You agree to pay Us for supplying gas to Your Property and for any other charges that apply under this contract including any Additional Charges in clause 6.4 and set out at [www.EnticeEnergy.com/tariffs](http://www.EnticeEnergy.com/tariffs).
- 7.2 You're responsible for paying Your bills. If there is more than one account holder or the contract is entered into jointly then each person is jointly and severally liable for any debt on the account.
- 7.3 Where You pay by Direct Debit, You agree
  - a at all times that there will be sufficient funds in Your account to cover the payment each month,
  - b The first Direct debit payment will be taken as soon as possible after the end of the 14 day cooling off period and monthly thereafter or on the date you choose during registration.
  - c The monthly direct debit amount will be determined initially by the estimated annual gas consumption based on the information You and the Gas Transporter provide.
  - d The Direct Debit will be adjusted following receipt of Meter Readings from Us or

You or information provided by Your previous Supplier on Your historic consumption.

- e We will always aim to keep Your account in credit and may adjust the monthly amount to ensure You do not fall into debt. This could include adding a Winter Payment If Your contract starts between September and March or due to adverse weather conditions that mean You are likely to use more gas than initially forecast.
- f We will always give you at least 10 days' notice of any change to your direct debit.

7.4 We agree to refund You when Your account is in credit in line with our Refund Policy.

## **8. Non payment**

8.1 If You're finding it difficult to pay, let us know as soon as possible and we'll try to help You.

8.2 By entering into this contract You agree to pay Your bills and any Additional Charges on time and in full. If You don't, we may;

- a Require a Deposit, or where it is practical to do so, install a Prepayment Meter in Your property.
- b If we have to install a prepayment meter, we can charge You our reasonable costs for the work. It is likely that You will pay a higher tariff price to reflect increase meter costs under a prepayment meter.
- c Adjust the prepayment tariff to recover any money owed to us.
- d Refer You to a debt collection agency and recover any costs incurred in doing so from You.
- e Charge interest at 3% above the Barclays Bank Base Rate.
- f Disconnect Your supply in accordance with clause 10.

8.3 You agree to pay us any money You owe from previous contracts with Us or any money owed to a previous supplier that is transferred to us including reasonable administration fees.

8.4 Where you agree to pay by Direct Debit and subsequently cancel your direct debit or there are insufficient funds available to take payment we may move you to another tariff including our evergreen variable tariff until a new direct debit mandate is entered into between you and us.

## **9. Meter reading and access to your gas meter**

9.1 We can ask You for a meter reading before we start to supply Your gas. If You do not provide us a meter reading, You agree to allow us to read Your meter. If we have to read Your meter, we can ask You to pay a reasonable charge for our time and expense.

9.2 You agree to provide to us meter readings at least 2 times a year in order to provide You

with accurate bills. If You do not do this, We may instruct an Agent to read Your Meter and charge You for doing this.

- 9.3 We may subject to OFGEM rules at the time conduct a safety check on your meter periodically.
- 9.4 You agree to allow Us or our agents and the Gas Transporter access to Your property in order to read; inspect or for maintenance and repairs on Your meter. You are responsible for ensuring access to Your meter and we can charge You for the removal of any obstruction that prevents access.
- 9.5 You agree to take reasonable care to make sure that the meter isn't damaged or interfered with. Failure to do this may mean You'll have to pay for the reasonable cost of us (or our agents) visiting Your property and repairing the metering equipment.
- 9.6 You agree to inform us immediately if the meter's damaged, if there is a fault or a problem with it, or if You have reason to believe it's been tampered with.

## **10. Disconnecting Your gas supply**

- 10.1 We may suspend or disconnect Your Supply if:
- a. You do not pay any sums due to us on time
  - b. You Interfere with or damage Your meter
  - c. There's an emergency.
  - d. We are required to by Ofgem, the Gas Transporter or the network operator or any law; code or agreement.
  - e. You refuse to pay a Deposit or have a prepayment meter installed.
  - f. You breach this contract.
- 10.2 If we disconnect Your supply we can charge You for our reasonable costs to disconnect and reconnect the supply.

## **11. Changes to this contract**

- 11.1 We can change the terms of this contract at any time by giving You 30 days notice of such changes.
- 11.2 If You are on a variable tariff we may change the tariff price at any time by giving You 30 days notice of any such change. This does not apply where the price change would be in Your advantage or where a Fixed Tariff is ending and You are automatically transferred to a variable tariff.
- 11.3 If You are on a fixed tariff then the price will not change until the expiry of the fixed period as detailed in Your Welcome Letter. At the end of the fixed tariff period if you do not agree a new fixed tariff with us and do not move to another Supplier we will transfer you to our standard Variable tariff. We will contact you before the tariff ends to tell you what your options are.

## **12. Ending this contract**

- 12.1 You have the right to switch to another gas supplier at any time. This contract will continue to apply until the date that Your supply is taken over by the new supplier or the Supply is disconnected and You will be liable to pay for all gas consumed until the date Your Supply is taken over.
- 12.2 We can block the switch to a new supplier should You not have paid in full any money billed and owed to us.
- 12.3 If You are on a Fixed Tariff we may charge You the exit fee as detailed in the Tariff Information Label and details in Your Welcome Letter.
- 12.4 We have the right to end the contract if:
- a You do not pay Your bill on time
  - b You breach this contract
  - c We are required to by Ofgem, the Gas Transporter or the network operator or any law; code or agreement.
  - d You refuse to pay a security deposit or have a prepayment meter installed.
  - e You interfere with or damage Your meter
  - f At any time by giving You 28 days notice

## **13. Moving house**

- 13.1 If You are moving house then You must give us at least 2 days notice before Your move date. If You do not do this, then you will be liable for the supply of gas until the contract ends which will be the earlier of:
- a 2 working days after You inform us You have moved
  - b When a new owner or occupier takes on the supply at the property.
- 13.2 If You are within a Fixed Tariff period and do not want us to supply the new property then we may charge You the applicable exit fee as detailed in the tariff information label and Your Welcome Letter.
- 13.3 We will send You a closing bill after Your contract has ended which will include details of any refund or additional sums due and how we will collect them.

## **14. Protecting your information**

- 14.1 We agree to use your personal data in accordance with our Privacy Policy, which can be found on Our website [www.enticeenergy.com](http://www.enticeenergy.com)
- 14.2 You agree to Us using Your Personal Data and to the Processing of such Personal Data for the purposes of the Theft Risk Assessment Service Arrangements as required by Us under our Gas Supplier License.

## **15. Our liability**

- 15.1 We will not be held liable for:
- a Any loss due to circumstances beyond our control or due to a Force Majeure event
  - b Any indirect or consequential losses including loss of profits; loss of earnings or wasted expenses.
  - c Any loss which we or You would have reasonably expected when this contract was made. (This applies even if our employees; agents or subcontractors did not follow this contract).
  - d Any loss caused by the gas transporter or the network operator that we cannot recover from them.
- 15.2 If You suffer any loss or damage; our responsibility to You will be limited to no more than £10,000 for each event that causes You loss or if there are a number of connected events our responsibility will be limited to £10,000 in total for these events.

## **16. Transferring rights and responsibilities**

- 16.1 You can't transfer any of Your rights or responsibilities under this contract to another person without our permission in writing.
- 16.2 We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover unpaid charges) and responsibilities under this contract or pay another organisation to carry out any of our responsibilities under the agreement, without Your permission

## **17. Other conditions**

- 17.1 In the event that You breach any part of this contract and we fail to respond immediately we retain the right to take action at a later date for the same or a subsequent breach. For example if You do not pay Your bill on time and we do not immediately take action.
- 17.2 If any part of this contract is deemed invalid by a court or authority such as OFGEM the rest of the contract will not be affected and still apply.

## **18. Governing law**

- 18.1 This contract will be governed and construed by the laws of England and any dispute will be heard in the court of England.