



# Energy Supply Terms and Conditions

## 1. Definitions

**"Business Days"** means any day other than a Saturday, a Sunday, or a bank holiday in England and Wales.

**"Contract"** means the contract under which we supply electricity to the Premises and includes a Deemed Contract unless otherwise specified.

**"Direct Debit"** means the payment method pursuant to which you authorise us to withdraw money from your bank account to settle your electricity bill.

**"Deemed Contract"** means a Contract formed between you and us in the circumstances set out in clause 3.

**"Fixed Rate Tariff"** means a plan for the supply of electricity, in which the per unit charge is fixed for a period of time as advertised at the time you sign-up.

**"Fuse App"** means the Fuse mobile application

**"Ofgem"** means the Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain

**"Premises"** means the property (including any part of any land, building or structure) to which electricity will be supplied under this Contract and at which electricity will be used wholly or mainly for domestic purposes.

**"Privacy Policy"** means our policy on how we manage your personal data.

**"Variable Rate Tariff"** means a contract for the supply of electricity, in which the standing charge and per unit charge may go up or down over time according to market conditions

**"We", "us" and "our"** mean Fuse Energy Supply Limited, a company incorporated in England and Wales with company number 08469701

**"You", "your" and "Customer"** mean the person or persons who signed up for electricity supply from Fuse, is being supplied electricity by Fuse, is the owner/occupier of the Premises, or any persons notified to us from time to time and accepted by us or the person or persons who enter into a Deemed Contract with us.

## 2. Your Contract

Your Contract with us starts: (a) on the date when you accept these terms and conditions; or (b) for a Deemed Contract, the date when that contract is deemed to take effect in accordance with clause 3. By accepting these terms and conditions you are entering into a legally-binding contract with us and represent that:

- You are at least 18 years old;
- You have the authority to enter into this Contract;
- You either own or live at the Premises;
- You will use the electricity supply described in this Contract only for "domestic" purposes (and not for "business" purposes);
- You authorise us to take smart meter readings automatically from your smart meter;
- When requested by us, you will provide meter readings to us at least one per month (via email or our mobile phone application);

- You agree to receive account statement, with notification of the next payment amount, via the Fuse App;
- You will pay the charges incurred for electricity supply pursuant to this Contract;
- You will keep your personal details accurate and up-to-date and you will timely notify us of any changes.



### 3. Deemed Contract

A Deemed Contract is a contract that is deemed to have been formed between us and you if we supply electricity to a property that you own or occupy and you have not actively agreed to that electricity supply.

If you have not entered into a Contract with us in accordance with clause 2 (i.e., via active acceptance of these terms and conditions), then a Deemed Contract will automatically begin when:

- You become responsible for the Premises in question;
- Your lease for the Premises begins;
- You became owner of the Premises;
- a tenant moved out of the Premises and you are the landlord; or
- You otherwise become responsible for Premises.

### 4. Start Date of Electricity Supply

Our goal is to begin supplying you with electricity within seven (7) working days of entering into a Contract (or Deemed Contract, where applicable), unless otherwise requested by you.

Some reasons we may not be able to begin electricity supply within this period include:

- your existing electricity supplier denies our switch request;
- your account with your previous supplier is in debt;
- we do not have all the information we need for your switch;
- your meter is not suitable for the tariff we are to provide; or
- any other situation arises which is outside of our control.

### 5. Prices and Charges

There are different charges (each expressed in pound sterling) that we will include in your bill for supplying electricity to the Premises:

- A **standing charge** – a fixed daily charge, regardless of how much electricity is supplied to the Premises
- A **per unit charge** – a charge for the amount of electricity supplied to the Premises (measured in kilowatt hours)
- If you are on a Variable Rate Tariff, the rate(s) will be the one(s) that applied on the date you signed up, subject to changes every quarter, which will be communicated to you in advance
- If you are on a Fixed Rate Tariff the rate(s) will be the one(s) that applied on the date you signed up, for the duration of that tariff

We may also charge you for other reasonable costs in addition to the above charges. These may include costs from the following:

- Visiting your property to:



- connect, reconnect or disconnect your electricity supply at your request;
- obtain a meter reading where you have failed to provide one;
- repair damage you have caused to the meter;
- move a meter at your request
- maintenance of your meter (including inspection, testing and replacement or repair of the meter where required);
- costs we are required to charge you by law or regulation;
- any reasonable costs we may incur because you have not adhered to the terms of this Contract;
- any fees our or your bank may charge us if your Direct Debit is unsuccessful; and applicable VAT rates.

On some electricity Contracts you may have to pay an exit fee if you cancel your Contract before the term expires. If an exit fee applies, it will be communicated to you at the time you sign up. You do not have to pay an exit fee if:

- you cancel your Contract during your cooling-off period;
- you are in the last 49 days of your Contract
- you don't agree with changes to the Contract that are not to your advantage (see section 8)
- you cancel your Contract because you've moved house and enter into a new Contract at the new Premises
- you have a Contract with a Variable Rate Tariff

## 6. Payment

### Amounts Due

You agree to pay us in full for the supply of electricity until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier.

In addition to payment for electricity supply, you agree to pay us for other amounts, such as those set out above in section 5.

You agree to pay VAT and any other taxes or duties at the applicable rate.

### Bills and statements

We will send you a bill detailing how much electricity you have used and what you owe. This bill may be based on smart meter readings, meter readings provided by you and estimates.

If the bill is based on estimated consumption, you agree to pay this amount. If you believe the estimate is incorrect, we will need an actual meter reading (either provided by you or by us visiting the Premises).

If an accurate meter reading shows that the amount charged for electricity consumption on your bill is incorrect, we will adjust your next bill to reflect the correct meter reading.

### When you need to pay

If you pay via Direct Debit, then payment will be due in accordance with the Direct Debit Rules below. If you do not pay via Direct Debit, payment of your bill is due in full on the payment due date shown on the bill.

If there is no due date on the bill, your payment is due in full when we bill you and you have 14 calendar days from the date of the bill to pay.

## Payment methods

The available payment methods are:



- Direct Debit, in accordance with the Direct Debit provisions set forth in section 6.11; or
- Standard credit, where required.

## Direct Debit

When you agree to pay us by Direct Debit you agree:

- To pay the full amount due at the time of the Direct Debit instruction;
- To ensure the bank account registered for your Direct Debit is sufficiently funded to ensure the Direct Debit can be successfully made and settle the relevant bill in full;
- To increase the amount authorised for Direct Debit if requested by us, in accordance with this Contract;
- We may automatically increase the amount authorised for Direct Debit to ensure your account is not in debt by the date of the Contract anniversary;
- We may reduce the amount subject to Direct Debit amount if appropriate;
- If the Direct Debit is unsuccessful, then we may (i) add any amounts owing to your Direct Debit the following month, (ii) require you to pay any outstanding amount in full by another means and/or (iii) add any bank fees that we are charged as a result of failed Direct Debits to your bill (which are separate from any fees your bank may charge you for a failed Direct Debit).
- If there are any changes to the amount, date or frequency of your Direct Debit we will notify you.
- We can stop your switch to another supplier if your account is in debt.
- If you notify us that you wish to switch when your account is in debt, the most recent bill we provided to you will be deemed a 'demand for payment' and you will need to pay off the balance in order to switch.

## What happens if you don't comply with the Direct Debit provisions

If you've agreed to pay by Direct Debit but don't comply with the Direct Debit provisions, we may (a) send you a bill with the outstanding balance due and/or (b) change your plan to a different electricity plan. This may result in higher standing charges and/or per unit charges. We may also remove any discounts or rewards you may have been entitled to for paying via direct debit.

## What if you don't pay your bill?

If you don't pay your bills or any other amounts owing under your contract by the payment due date, then we may:

- require a Security Deposit from you;
- take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us;
- use any money we owe you, any money you've paid to us, or any money you've paid into a different account you hold with us to pay off any money you owe us (even if that account is for a different property);
- add the amount of debt to your next bill;
- provide information about your non-payment to credit reference agencies;
- recover from you all costs incurred by us in pursuing your non-payment;
- charge interest at the rate of 5% above the Bank of England base rate on all outstanding charges;
- object to you transferring to another supplier until you've paid your account in full;
- disconnect your electricity supply.

### Payment plans



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 to make paying your bills more manageable. We will provide all such help and assistance as we can in order to avoid disconnecting your electricity supply.

### Charges over 12 months old

If we issue a bill for a period that has either not been billed or been billed inaccurately, we will only attempt to recover charges for electricity that could reasonably have been used within the previous 12 months, unless: we have made reasonable requests to obtain a correct meter reading and it has not been provided; or you have failed to inform us that you are responsible for the electricity supply to the Premises; or any other circumstances which Ofgem specifies.

We will continue to seek payment for billed usage which remains unpaid after 12 months.

### Fraud

If we reasonably believe you've taken any action which is fraudulent, then we may debit your account with the amount that's been fraudulently credited or credited in error (including any processing fees charged by any payment merchant. We may take any other steps we believe to be necessary including, but not limited to, removing any discount or reward applied to your account

Where we believe that you've made a payment fraudulently (for example, you've made a payment to your account with a stolen debit or credit card) we'll pass on your details to the relevant authorities so that the matter may be investigated and any further action taken.

### Refunds

If you request a refund of credit on your account, you must have provided us with meter readings within 14 days of your request, unless you have a Smart Meter that we can collect readings from remotely. We will only be able to give you a refund if this will not cause your account to fall into debt. We can use any refund amounts to pay off any money you owe to us even if it's under a different contract you have with us. If you leave us and are due a refund, it'll be paid once we've received the meter readings from your new supplier and sent you your last bill.

## 7. Our Communications with You

Except as set forth below, all of our communications to you will be provided electronically, you agree to receive all communications electronically (including bills, account information, notifications, electricity information, price changes, updates to these terms and conditions and any other communications from us) and you hereby waive any rights to receive communications from us by any other means.

Our electronic communications may be sent within the Fuse App, via your online account or via your email address you provide to us. This won't apply (a) where you're on the [Priority Services Register](#); or (b) if we agree that digital communications are not appropriate to you due to circumstances beyond your control.

## 8. Changes to this Contract

We can change the terms of your Contract at any time, including where needed in order for us to comply with rules, regulations and laws (and changes to such rules). We will inform you of any changes to this Contract.

If we propose to make changes to your Contract that are not to your advantage (such as increasing charges) we will give you reasonable notice of the changes. If you do



not agree with the changes that are not to your advantage, you can switch to another supplier, as long as your new supplier notifies us of this within 20 working days of the change or price rising coming into effect. This won't apply to you if (a) we supply electricity to you under a Deemed Contract, (b) we make changes to the Contract if we're required to do so by Ofgem, or (c) at the end of a Fixed Rate Tariff, where clause 10 will apply.



## 9. Ending your Contract

If you have agreed a Contract with us, you may cancel it at any time within the 14 calendar days following the date you submitted your switch request to us (this period is the "**cooling-off period**").

If (a) we currently supply the Premises and you cancel during the cooling off period; or (b) if you've changed your mind during your cooling-off period but we aren't able to stop your switch, then we will continue to supply and bill you for the electricity you used under a deemed contract until you arrange for a new supplier to supply the Premises.

If you cancel your Contract with us during the cooling off period, you will have to pay for the electricity you have used and for any other services provided to you up until you arrange for a new supplier to supply the Premises and that supplier has started to supply the Premises.

You may end this Contract outside of the cooling-off period by giving us 28 calendar days' notice provided that (a) either another supplier takes over supplying electricity to the Premises by the end of your notice period, or the supply has been disconnected by this date; and (b) all amounts due by you to us have been paid.

We can end your contract with us for any other reason anytime but we have to give you 28 calendar days' notice of our intention to do so.

We may end this Contract immediately if:

- You are in material breach of the Contract;
- You did not pay us what you owe us when it was due;
- You no longer own or occupy the Premises; or
- We no longer have the relevant licences to supply your electricity.

This Contract will terminate immediately if Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the electricity in relation to the Premises.

## 10. Fixed Rate Tariff Contracts

When your Fixed Rate Tariff ends, unless you choose to move onto a new Fixed Rate Tariff, or onto a Variable Rate Tariff, subject to availability at our discretion, we will automatically transfer you a Variable Rate Tariff. If you move onto a new Fixed Rate Tariff when your previous Fixed Rate Tariff ends, we'll start a new Contract based on the new Fixed Rate Tariff on the date the old one ends.

## 11. Moving House

If you are moving and request us to supply electricity to your new premises, we will cancel your existing Contract and provide a new Contract appropriate to your new premises.

If you are moving and do not request us to supply electricity to your new premises, we will cancel your existing Contract within 2 Business Days of the day you move,

according to what you tell us, or two Business Days' notice from when another person begins to occupy the Premises.



If you move premises you must tell us within 28 calendar days of moving out. If you're moving house you must give us details of your new address so we can send you your final bill. If you don't give us your new address and we have to pay costs to trace you, we may add these costs to your final bill. If you are moving and do not tell us, we will terminate your existing Contract with effect from the date when a new owner or occupier starts taking a supply at the Premises.

## 12. What happens when your contract ends

### Final meter reads

When the Contract ends, we may ask you to provide final meter readings. If you don't give us an accurate final meter reading and we don't receive final meter readings from another source (for example, from your new electricity supplier), we'll be entitled to estimate your final meter readings.

### Final bills

We will send you your final bill within 8 weeks of the end of your Contract. You will have to pay this bill as outlined in these terms and conditions.

Ending the Contract will not affect any rights and responsibilities you had before the Contract ended and these will continue to apply even if we no longer hold a licence which entitles us to supply electricity to the Premises. This means that you're still responsible for paying any outstanding balance to us in line with the terms of the Contract.

### Transferring debt to your new supplier

If you owe us money, we may object to your transfer to a new supplier. But we can also agree with your new supplier to transfer your debt to your new supplier for them to collect. In that case, we will provide the new supplier with full details of the amount you owe and provide any information that's required to help the transfer of the debt happen.

### Refunding money in your account

If you have any money (credit) left on your account after we've sent you a final bill, you don't need to do anything, we'll refund you any amounts owing (assuming you owe no other amounts to us).

We will not pay you this money back if we've already made a reasonable effort to pay you the money and at least 12 months have passed since we told you the final amount we owe you. We will not pay you this money back if we can't send you the money we owe because you haven't given us a forwarding address and we've been unable to find you and at least 12 months have passed since the contract ended.

## 13. Smart Meters

Your smart meter will record information about your electricity usage. If your smart meter is working and communicating correctly with our systems, we may use your smart meter to manage your electricity supply remotely, without visiting the Premises. That could include reading, repairing or updating your smart meter, disconnecting your supply (in the circumstances we've set out in your Contract) or monitoring the electricity that you use.

We may also receive information about how your smart meter is working and other details that help us manage your account. By having a smart meter installed, or if you have a smart meter installed on the Premises, you agree to let us do this. If another supplier installed your smart meter, you or we may not be able to use all of its functions.

### Agreeing to share smart meter information



If you have a smart meter and it's working and communicating correctly with our systems, you'll no longer have to give us meter readings because we will receive these automatically from your smart meter. In some cases (for example, if your smart meter fails or "drops off" the network and stops sending us your meter readings) you may still need to submit readings, or we may have to estimate some of your bills. You agree to enable your smart meter to send us smart meter readings for as long as we supply your electricity.

### Using your smart meter information

Our privacy policy describes how we'll use the smart meter, the smart display and the information received from your smart meter. You agree that our rights under the Contract apply as well as our other rights under any industry regulations in connection with any smart meter installed at the property.

### Looking after your smart meter and display unit

You agree to take reasonable care not to damage or interfere with the display unit. If you break it, you'll have to pay for us (or our agents) to come to your property and repair it or pay for a replacement if necessary. You must tell us straight away if the smart meter or display unit gets damaged or stops working properly; you think that the smart meter or display unit has been tampered with; or anything happens to the display unit or smart meter that might prevent us from being able to read your meter or it has "dropped off" the network so it is no longer able to communicate with us.

## 14. Disconnecting your electricity supply

We can suspend or disconnect the supply if:

- You have not paid your bill on time;
- You are in material breach of the Contract;
- We have reason to believe your metering equipment may have been damaged or tampered with; and/or
- We are required to do so by any law, code or agreement.

If we disconnect the supply, you are required to pay:

- Our reasonable costs to disconnect the supply; and
- Our reasonable costs to reconnect the supply.

We will take all reasonable steps not to disconnect your supply in winter (October to March) if you are on our Priority Services Register or if we otherwise know that the occupants of the Premises are of pensionable age, disabled or chronically sick.

## 15. Complaints

When you submit a formal complaint, we will do everything in our power to resolve the issue. If we cannot find a mutually acceptable solution, we will write to you to explain our position and our best offer. This is known as a deadlock letter. In the event of you not wanting to accept the suggestion in the deadlock letter, or if the issue has dragged on for more than eight weeks, you can then refer the issue to the Energy Ombudsman. You can contact the Energy Ombudsman by phone on **0330 440 1624** (Monday to Friday, 8am to 8pm, and Saturday, 9am to 1pm), by email at [enquiry@energyombudsman.org](mailto:enquiry@energyombudsman.org) or through their website, [www.energyombudsman.org](http://www.energyombudsman.org). Alternatively, you can write to them at Energy Ombudsman: Energy Ombudsman, P.O. Box 966, Warrington, WA4 9DF. The Energy Ombudsman will undertake a full review of your concerns and of the actions that Fuse Energy Supply Limited took in order to try to get to a resolution. This is a free and independent service; Their decision is binding for us but not for you. More information



on your rights can be found in the 'Know your Rights' document on the Citizens Advice website.



If you need independent advice at any time you can contact Citizens Advice by phone on 03454 040506 or visit their website at [www.citizensadvice.org.uk/energy/](http://www.citizensadvice.org.uk/energy/). Their service is free, independent and confidential. Or if you live in Scotland, you can contact Advice Direct Scotland by visiting their website, <https://energyadvice.scot/> or contact them by phone on 0808 196 8660.

## 16. Your Information

We agree that we will use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website at [fuseenergy.com](http://fuseenergy.com). We may run checks on you (and anyone else also responsible for payment) at Credit Reference and Fraud Prevention agencies, initially and periodically to help us assess your ability to pay for your electricity bills. When we run this check, the credit reference agency will record the fact that a check was made (even in the event that you do not become our customer).

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 Contract) 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.

If you want to see what information credit-reference and fraud-prevention agencies have about you, you can contact the following UK agencies. They will charge you a small fee.

- TransUnion International UK Limited  
One Park Lane  
Leeds  
West Yorkshire  
LS3 1EP  
Phone: 0330 024 7574  
Website: [www.transunion.co.uk/consumer/consumer-enquiries](http://www.transunion.co.uk/consumer/consumer-enquiries)
- Experian Limited  
Consumer Help Service  
PO Box 9000  
Nottingham  
NG80 7WP  
Phone: 0344 481 0800 or 0800 013 8888  
Website: [ins.experian.co.uk/contact](http://ins.experian.co.uk/contact)
- Equifax Limited  
Customer Service Centre  
PO Box 10036  
Leicester  
LE3 4FS  
Phone: 0333 321 4043 or 0800 014 2955  
Website: [www.equifax.co.uk/Contact-us/Contact\\_Us\\_Personal\\_Solutions.html](http://www.equifax.co.uk/Contact-us/Contact_Us_Personal_Solutions.html)

## 17. Our Liability

We will not be liable to you for:

- Any loss due to circumstances beyond our control (Force Majeure event);
- Any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses;

- Any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow this Contract; or



Any loss caused to you by the gas transporter or the DNO in excess of the amount we are entitled to recover from the gas transporter or the DNO on your behalf.

If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £25,000 in any calendar year. We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.

## 18. Safety and Emergencies

You must tell your DNO immediately if you become aware of any matter or incident which; (a) affects or is likely to affect the security, availability and quality of the service of the distribution network; or (b) causes danger or requires urgent attention regarding the supply or distribution of electricity.

If you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0800 111 999.

If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your gas/electricity supply.

## 19. National Terms of Connection

As your supplier we are acting on behalf of your network operator to make an agreement with you. The agreement is that both you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk). You can find the postal address and telephone number of your electricity network operator on your welcome letter and annual statements.

## 20. General

We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the charges) or obligations under the Contract without your consent, but this will not affect your rights under the Contract. You may not transfer the Contract or any of your rights under it without first obtaining our written consent. If we do nothing, or delay taking action, when you breach the Contract, we will still be entitled to take action at a later date if we choose to.

Notices to you under this Contract will be sent via the Fuse App, by post or hand to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received 2 Working Days after we have sent it to you, unless we receive evidence to the contrary.

Notices to us under the Contract must be sent by post to Fuse Energy, Level39, One Canada Square, Canary Wharf, E14 5AB.

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. The laws of England and Wales apply to this Contract if the Premises are in England or Wales. If the Premises are in Scotland, Scottish law shall apply. Any disputes arising shall be dealt with exclusively by the English or Scottish courts as applicable.



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