

## **1 Introduction**

- 1.1 These Terms and Conditions along with any Additional Terms and Conditions and our Tariffs shall form the contract between you and GB Energy Supply Limited.

## **2 General**

- 2.1 These General Terms and Conditions govern the supply of Gas and/or electricity by GB Energy Supply limited (us/we) to a Customer (you) at Domestic Premises. The definitions and explanations in section 3 of these Terms and Conditions will also apply to these Terms and Conditions.

## **3 Definitions**

“Additional Charges” means any charges under the Contract other than: (i) charges for the supply of Energy to the Premises;

“Address” means the Domestic Premises, as identified in the Welcome Pack, to which we supply Energy under the Contract;

“Application” means an application for the supply of Energy to the Premises, completed by you and submitted to us in person, over the internet or made with us on the telephone;

“Consent Request” means a notice we will send you to request your consent before we make a particular amendment to the Contract. This notice will inform you of the nature, purpose and effect of the proposed amendment and inform you that you do not need to agree to it;

“Contract” means the contract under which we supply Energy to the Premises and includes a Deemed Contract unless otherwise specified;

“Contract Start Date” means the date on which the Contract is entered into by you and us (and becomes a legally binding agreement);

“Deemed Contract” means a Contract formed between you and us in the circumstances set out in clause 5;

“Domestic premises” means premises at which the supply of Energy is used wholly or mainly for domestic purposes;

“Electricity distributor” means the licensed operator of the distribution system through which electricity is supplied to you;

“Energy” means gas or electricity or both: (i) as selected on your Application; (ii) as supplied under a Deemed Contract in accordance with clause 3; or (iii) as has otherwise been agreed between you (or any person authorised on your behalf) and us to be supplied under the Contract;

“Metering Equipment” means the meter and any ancillary equipment which records the quantity of Energy supplied to the Address

“Notice of Amendment” means a notice we will send you before we make a particular amendment to the Contract without your consent. This notice will inform you: (i) of the specific

amendments which are proposed; (ii) that you may end the Contract by changing to another supplier or entering into a new contract with us; (iii) of where you can obtain advice and information about changing to another supplier; (iv) that we may prevent you from changing supplier if you have failed to pay our charges as required under the Contract; and (v) any other information which our license conditions require us to include;

“Ofgem” means the Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain;

“Payment Method” means one of the following methods of payment of charges due from you to us under the Contract: (i) payment through a Prepayment Meter; or (ii) your bank has been authorised by you, under the Direct Debit Scheme, permitting us to collect charges due from you to us under the Contract directly from your bank;

“Premises” means the property (including any part of any land, building or structure) to which Energy will be supplied under this Contract and at which Energy will be used wholly or mainly for domestic purposes;

“Prepayment Meter” means a meter which operates in a way that requires you to pay charges in advance;

“Price Plan” means any price and Payment Method (including all associated terms and conditions) included in your Tariff Booklet;

“Privacy Policy” means the policy at <http://gbenergysupply.co.uk/pnc.html>;

“Security Deposit” means an Additional Charge payable by you to us, which is an advance payment to cover any future charges due from you to us under this Contract which you fail to pay;

“Supply Start Date” means the date on which we start to supply Energy as set out in clause 6 in circumstances where this Contract is not a Deemed Contract;

“Welcome Pack” means the booklet which we provide to you to confirm the terms and conditions of the Contract which are not set out in these terms and conditions and which will be provided to you following your Application;

“Working Day” means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971;

“we”, “us” and “our” in each case refers to GB Energy Supply Limited (08500842), having its trading address at the Energy Centre, Garstang Road, Broughton, Preston, PR3 5DL;

“you”, “your” and “Customer” refers to the person or persons named on the Application, 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.

#### **4 Contract Start Date**

- 4.1 Your contract with us starts when you receive our Welcome Pack following completion of our online application process or agreement with our appointed call centre agents.
- 4.2 Our services are provided online and it is your responsibility to ensure you have any equipment necessary to access the service and that you ensure we have a valid email address for you at all times.

#### **5 Deemed Contract**

- 5.1 Means a contract between us and you which is deemed to have been formed because we supply gas or electricity to a property of which you are the owner or occupier when you have not actively agreed to that supply by us.

#### **6 Supply Start Date**

- 6.1 We will begin the supply to you within 21 days of the day the cancellation period in clause 7 expires, unless you have requested us to start supply at a date outside this period.
- 6.2 We will not begin supply if we have not obtained all the information we need to start the supply; or,
  - your existing supplier blocks the switch; or,
  - we cannot complete it because of something else you have failed to do; or,
  - your meter is not suitable for the tariff we are to provide.

#### **7 Your Rights of Cancellation**

- 7.1 You may cancel the contract at any time within the 14 days following the date of your receipt of your Welcome Pack or by emailing us at [cancel@gbenergysupply.co.uk](mailto:cancel@gbenergysupply.co.uk) or telephoning us on 0800 6444 451
- 7.2 If we currently supply gas and/or electricity to the premises and you cancel your contract with us, we will continue the supply under our Deemed Contract terms and conditions until a new supplier to the premises is appointed.

## **8 Our Prices and Charges**

- 8.1 Our prices for supplying gas and/or electricity are available in our price list at <http://gbenergysupply.co.uk/prices.html>
- 8.2 Our charges are based on the Energy consumed by you at the premises as recorded by our Metering Equipment and calculated by a meter reading supplied by you or taken by us or our Agents or in the event that no meter reading is supplied, our estimate
- 8.3 Our charges are based on;
  - 8.3.1 A daily standing charge which is a fixed amount;
  - 8.3.2 A single unit rate charge, which is a charge for each unit used under the applicable tariff
- 8.4 VAT is also payable at the applicable rate.
- 8.5 We may also charge you any Additional Charges which may be applicable, these are available at <http://gbenergysupply.co.uk/prices.html> ;

## **9 Payment Method**

- 9.1 You are responsible for paying for the supply until your Contract with us ends. If you have entered into this contract together with other people, each person will be jointly and severally liable for any money owed to us.
- 9.2 The method of payment that applies will be determined according to the applicable tariff.
- 9.3 When the payment method is by Direct Debit;
  - 9.3.1 The amount of the Direct Debit will be determined initially according to your estimated annual consumption,
  - 9.3.2 The Direct Debit will be taken the day after the cancellation period referred to in clause 7 ends and monthly thereafter.
  - 9.3.3 Will be adjusted to the appropriate amount following our receipt of a meter reading, supplied by you or taken by us of the actual Energy consumed at the premises
  - 9.3.4 Advised to you following our receipt of a meter reading, supplied by you or taken by us at least 7 days prior to being collected by us.
  - 9.3.5 We will act in accordance with the Direct Debit Guarantee.
- 9.4 When the payment method is by Prepayment Meter;
  - 9.4.1 You must top-up your meter in advance in order to receive the supply,
  - 9.4.2 You may be required to pay any additional charges for any additional services we may provide such as replacement keys, cards etc.
  - 9.4.3 If the Prepayment Meter is adjusted to recover any Charges that you owe, and not just the costs of Energy consumed. We will advise you of the proportion of each top-up amount used as payment for such Charges.

## **10 Non Payment of Charges**

- 10.1 If you do not pay any sums due to us, we may;
  - 10.1.1 Require a Security Deposit from you, or replace your existing meter with a prepayment meter;
  - 10.1.2 Adjust the prepayment meter tariff to recover the sum due to us,
  - 10.1.3 Offer you a payment plan according to your circumstances,
  - 10.1.4 Take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us
  - 10.1.5 Provide information about your non payment to credit reference agencies
  - 10.1.6 Recover from you all costs incurred by us in pursuing your non-payment,
  - 10.1.7 Charge interest at the rate of 2.5% above the current Barclays Bank base rate on all outstanding charges.
  - 10.1.8 Disconnect the supply in accordance with clause 14
- 10.2 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 all such help and assistance as we can in order to avoid disconnecting your supply of Energy.

## **11 Changing the Contract**

- 11.1 We may change your contract if it is necessary to comply with any laws, or other rules that we are obliged to follow
- 11.2 We will not change the prices applicable to your contract while you are on a fixed tariff.
- 11.3 If we propose to make changes to your contract that are not to your advantage (including increasing charges) we will give you 20 days notice of the changes. This does not apply if you are moving to our standard variable tariff at the end of a fixed tariff.

## **12 Ending the Contract**

- 12.1 You may end this contract by giving us at least 28 days' notice provided;
  - 12.1.1 Either another supplier has started to supply Energy to the premises, or the supply has been disconnected, and
  - 12.1.2 All sums due by you to us have been paid.
- 12.2 We may end this contract if;
  - 12.2.1 You are in material breach of the contract,
  - 12.2.2 You do not pay us what you owe us when it was due,
  - 12.2.3 We no longer have the relevant licences to supply your Energy
  - 12.2.4 At any time by giving you 28 days' notice.
- 12.3 This contract will terminate immediately if;
  - 12.3.1 Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the gas and/or electricity in relation to the premises.

## **13 Moving House**

- 13.1 If you are moving and request us to provide gas and/or electricity supply to your new premises, we will cancel your existing contract and provide a new contract appropriate to your new premises. We will not charge a termination fee.
- 13.2 If you are moving and do not request us to provide gas and/or electricity supply to your new premises, we will cancel your existing contract after 2 days notice. Termination charges may apply.
- 13.3 If you are moving and do not tell us, we will terminate your existing contract when a new owner or occupier starts taking a Supply at the premises.
- 13.4 If you move premises you must tell us within 28 days of moving out.

## **14 Disconnection**

- 14.1 We can suspend or disconnect the Supply if;
  - 14.1.1 You have not paid your bill on time,
  - 14.1.2 You are in material breach of the contract,
  - 14.1.3 We have reason to believe you may have damaged or tampered with the Metering Equipment,
  - 14.1.4 We are required to do so by any law, code or agreement.
- 14.2 If we disconnect the supply, you are required to pay;
  - 14.2.1 Our reasonable costs to disconnect the supply; and
  - 14.2.2 Our reasonable costs to reconnect the Supply.

## **15 Metering Equipment**

- 15.1 The volume of Energy supplied to the premises is measured by the Metering Equipment installed on the premises.
- 15.2 You are required to take reasonable steps to ensure that the Metering Equipment is protected and not damaged or interfered with in any way and to notify us should any damage or interference occur.
- 15.3 Unless your meter is a Prepayment Meter you are required to provide us with a meter reading each month at a specified time.
- 15.4 We will try to ensure the We or our Agents take a meter reading at least once every year.
- 15.5 We will carry out a safety inspection of our Metering Equipment at least once in every two years.

## **16 Access**

- 16.1 You agree to give us or our agents access to the premises and the Metering Equipment at reasonable times for the following purposes;
  - 16.1.1 To take a meter reading,
  - 16.1.2 To carry out a safety inspection,
  - 16.1.3 To install, replace, test or reposition the Metering Equipment,
  - 16.1.4 To disconnect the supply,
  - 16.1.5 To reconnect the supply.

## **17 Your Information**

- 17.1 We agree that we will only use any personal data that you provide to us in accordance with our Privacy Policy which is available at <http://gbenergysupply.co.uk/pnc.html>

## **18 Our Liability**

- 18.1 We will not be liable to you for;
  - 18.1.1 Any loss due to circumstances beyond our control( Force Majeure event)
  - 18.1.2 Any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses.
  - 18.1.3 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
  - 18.1.4 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.
- 18.2 If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £25,000 in any calendar year.

## **19 Safety and Emergencies**

- 19.1 You must tell your Electricity Distributor immediately if you become aware of any matter or incident which; or
  - 19.1.1 Affects or is likely to affect the security, availability and quality of the service of the distribution network
  - 19.1.2 Causes danger or requires urgent attention regarding the supply or distribution of electricity.
- 19.2 If you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0811 111 999.
- 19.3 If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your gas/electricity supply.

## **20 Transfer of Rights**

- 20.1 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.
- 20.2 You may not transfer the Contract or any of your rights under it without first obtaining our written consent.



## **21 National Terms of Connection**

- 21.1 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 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, 6<sup>th</sup> 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).

## **22 No Waivers**

- 22.1 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.

## **23 Notices**

- 23.1 Notices to you under this Contract will be sent 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 days after we have sent it to you, unless we receive evidence to the contrary.
- 23.2 Notices to us under the Contract must be sent by post to GB Energy Supply Limited, The Energy Centre, Garstang Road, Broughton, Preston, PR3 5DL.

## **24 Invalidity**

- 24.1 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.

## **25 Governing Law**

- 25.1 The laws of England and Wales apply to this Contract as appropriate to the location of the premises. If the location of the premises is in Scotland, Scottish law shall apply.