

Good Energy domestic Electricity and Gas - Principal Terms

There's lots of important information in your terms and conditions, but we thought the following would be of most interest to you.

1 Charges

Our charges for the supply of electricity and gas are made up of a unit rate and a standing charge and are set out on the tariff sheet or tariff information label. The unit rate shows the charge for the amount of gas or electricity that you use. The standing charge is applied every day and covers the cost of us making gas or electricity available to your property. These charges also cover some additional costs such as the reading of your meter and our administrative costs.

2 Credit check

For any new customer we may perform a credit check before agreeing to supply you with gas or electricity.

3 Pre-payment meter

We may require you to pay for your gas or electricity through a pre-payment meter either because you currently use one or as a result of the credit check that we carry out. We will let you know if this applies within 14 days. There will be an additional charge for installing a new pre-payment meter if one is required and we will let you know what that charge is likely to be before we go ahead.

4 Security deposit

Depending on the outcome of your credit check, we may ask you to pay a security deposit. The size of the deposit will be reasonable based on the amount of gas or electricity you use and we will give you a reasonable time to pay us. This deposit may be used to pay towards any debt you may accrue.

5 Payment terms

If you pay by Direct Debit we will arrange to collect payment in accordance with the mandate. For customers with a pre-payment meter, payment will be through the meter. Otherwise our payment terms are that you must pay your bill, by the agreed payment method, within 10 days from the invoice date on your bill.

If you fail to keep to your agreed payment terms or method of payment, we may change the payment method and unit rate, in line with our published tariff sheet or tariff information label.

6 Rights of cancellation

When you sign up to Good Energy as a new customer you will have a 7 day cooling off period from the date you signed up, during which you may cancel the contract at any time.

7 Duration of the contract

If you are on a deemed contract (that is, where you have not entered into a contract with us but we already supply the property) you can leave at any time, with no penalty.

If you are in any other type of contract, the contract will continue until you decide to switch to another supplier or something happens that entitles us to end the contract.

There are no termination fees if you decide to switch supplier.

8 Moving in

If you are moving into a property already supplied by Good Energy, please contact us to provide your details along with a meter reading.

9 Moving out

If you are moving out of your property please contact our Customer Care team to provide your final meter reading. We will then end this contract and produce your final bill. You may also wish to sign up your new property to Good Energy at the same time.

10 Changes to your contract

If we need to make any changes to your contract that could put you at a disadvantage we will inform you of these at least 30 days prior to the changes taking effect. You will have the opportunity to switch supplier before the changes takes effect.

11 Price changes

We will notify you at least 30 days in advance of any increase in our charges for the supply of gas or electricity. You will have the opportunity to switch supplier before the increase takes effect.

Good Energy terms and conditions for supplying you with gas or electricity (or both)

This contract is between us, **Good Energy (GE)**, and you, **our customer**. These terms and conditions are for **supplying** you with gas or electricity (or both) where you are using it entirely or mainly to provide gas or electricity (or both) for the home you live in.

N.B. These terms and conditions have been prepared in advance of changes required by **Ofgem** which are due to come in during 2014. This means that our obligations described for provision of:

- your **personal projection**
- your **annual consumption details**
- your **cheapest alternative tariffs**
- your **tariff information label**
- the required information on **bills** and annual statements in clauses 3.5 and 3.6

will **not** apply until a date, after 31 March 2014, which will be publicised on the Good Energy web-site.

Meaning of words and phrases used in this contract

In this contract, when the following words are used they have the meanings shown below.

Good Energy, we, us – in relation to the supply of electricity, Good Energy Limited (Company No. 03899612) and in relation to the supply of gas, Good Energy Gas Limited (Company No. 05501445) both of whose registered offices are at Monkton Reach Monkton Hill Chippenham SN15 1EE.

our customer, you – the individual or individuals named as 'the customer' on the 'Your contract' form.

annual consumption details - where we have been supplying you for at least a year and have the up to date **meter** readings, details of the quantity of gas or electricity (or both) that you have used in the last 12 months at the **property** or, where we do not have that information, our best estimate of quantity of gas or electricity (or both) used in the last 12 months at the **property**.

bill – a statement demanding payment of charges that is provided to you.

cheapest alternative tariff – any **narrow cheapest alternative tariff** or **wide cheapest alternative tariff**

deposit - an amount of money you must pay as security for us to supply gas or electricity (or both) to you.

direct debit – payment of or towards your bill for gas or electricity (or both) by us making either:

- a monthly deduction of an agreed amount from your bank account; or
- a deduction of the full amount of any bill outstanding.

discount – an **on-line discount** or an **other discount**.

due date – the date by which you must pay your bill for gas or electricity (or both), which is **10 working days** after the invoice date of your **bill**.

electrical heating system – any space and/or water heating equipment at the property whose operation is restricted to the days and hours recorded in the **meter** or metering equipment

gas transporter - the company licensed to deliver gas through pipes to the **property**.

licences - the licences that Ofgem give us to supply gas and electricity.

meter - the meters for measuring the gas or electricity (or both) you use.

narrow cheapest alternative tariff – the current domestic evergreen tariff that we offer that we think would give you the most annual savings in comparison with your **tariff** based on your current meter type, your chosen account management (i.e. whether offline or online) and your **annual consumption details**. We will also inform you whether switching to this **narrow cheapest alternative tariff** involves a change in payment method and any additional conditions and charges that may apply if you want to switch.

network operator - the company licensed to deliver electricity and run the electricity distribution network for your area.

Ofgem - the Office of Gas and Electricity Markets, the regulator of gas and electricity markets in Great Britain.

on-line discount - any discount we have agreed to give you for on-line account management which will usually be expressed as an amount £/year (pounds sterling per year) and will accrue daily. We will tell you the amount of your **on-line discount** at least once per year.

other discount – any discount (which can include an introductory free gift or discounted product) other than an **on-line discount** that we have agreed to give you and that is permitted by the licences.

our website – goodenergy.co.uk

personal projection - a projection of the charges for gas or electricity (or both) at the **property** for the next 12 months that will apply based on the tariff, the applicable **discounts** and your **annual consumption details**.

principal terms – a statement communicated by us to you of the most important terms of this contract including details of the charges, the payment method (including if payment is to be through a pre-payment meter), the circumstances where we might wish to change your payment method, the impact on the charges of moving between various payment methods, any requirement for a

deposit and your rights to end this contract.

property - the address we supply.

tariff – the evergreen tariff(s) for gas or electricity (or both) that apply to this contract.

tariff comparison rate – the single figure in p/kWh (pence per kilowatt hour) calculated in accordance with a formula set by the government that represents the cost that a typical consumer would incur on the **tariff**, allowing consumers to compare the price of energy tariffs, from any supplier, on a like-for-like basis.

tariff information label – a statement headed "Your Tariff Information" which provides specific information about each **tariff** that applies to this contract including:

- the **tariff** name
- whether it relates to gas or electricity
- the payment method
- the standing charge and unit rate
- the **discounts** that apply
- estimated annual cost for a typical user
- the tariff comparison rate

and which will be available on **our website**. We will also provide the **tariff information label** to you with the **principal terms** and at any other time on request by you.

tariff sheet - the list of our current prices for our tariffs and other charges which you can find on **our website**.

supply - providing the property with a supply of gas or electricity (or both) to be used entirely or mainly for domestic purposes.

wide cheapest alternative tariff – the current domestic tariff (whether evergreen or fixed term) that we offer that we think would give you the most annual savings in comparison with your **tariff** based on your **annual consumption details** but irrespective of your current meter type or the other account preferences that apply to this contract. We will also inform you of any additional conditions and charges that would apply if you want to switch to this **wide cheapest alternative tariff**.

working day - any day other than a Saturday, Sunday or a bank holiday.

1 This contract

1.1 You confirm that you own, live in or have responsibility for the **property** and that, unless you have told us that a new connection is required, it is connected to mains gas or mains electricity (or both). We confirm that, where clause 1.5 does not apply, we have communicated to you the **principal terms** of this contract and, where we have details of the consumption history at the **property**, your **personal projection**.

1.2 Your contract with us will start:

- a. when you and we agree on the phone that we will **supply** you;
- b. when you sign the relevant application form in the presence of one of our representatives;
- c. when we receive a completed relevant application form; or
- d. for website applications, once you have clicked to agree that you accept these terms and conditions.

Your contract with us will be comprised of: the 'Your contract' form, these terms and conditions, and; the relevant prices and charges for the **tariffs** contained in the **tariff sheet** or the **tariff information label**, whichever applies.

1.3 If you have a contract with us (as described in clause 1.2) you have 7 days from the day after your contract was made to tell us that you want to cancel it. To make sure we maintain the highest standards, and for your own protection, we may contact you within 14 days from the day after your contract was made to check that you are happy for us to go ahead with it. If we are not able to contact you within this period, we have the right to cancel your contract.

1.4 If we do not already supply the property, we will start to do this from the date we tell you, which will normally be within **23 working days** from the day after your right to cancel the contract ends (as explained in clause 1.3 above). It may take longer if we have problems taking over the supply. For example, if any of the following apply:

- a. Your old supplier prevents us from taking over the **supply**.
- b. After taking reasonable steps, we do not have all the information we need from you to take over the supply, or the information we have from you is incorrect, and the information we need is not readily available from any other source.
- c. After taking all reasonable steps, we are prevented from taking over your supply for reasons which are beyond our control (for example, if **Ofgem** prevents us from supplying your gas or electricity (or both) or you do something that prevents us from taking over the supply).

1.5 If you have not entered into a contract with us in line with clause 1.2, and we already supply the property, we will treat you as if you had agreed to these terms and conditions from the date that:

- a. you move into the **property**;

b. your tenants move out of the property (if you are a landlord of the **property**); or

c. you take or have responsibility for the **property**; and you start to use gas or electricity at that **property**. We will select the **tariff** that will apply based on your **meter** type. If you want to end this contract you can arrange for another supplier to supply your gas or electricity (or both) and you do not have to give prior notice of your decision to us.

2 Our prices and charges

2.1 Our prices for supplying gas or electricity (or both) are set out in our **tariff sheet**, or the **tariff information label** whichever is applicable. The price will depend on the relevant **tariff** for gas or electricity (or both) that applies to this contract and your **meter** type.

2.2 We may have different prices and conditions depending on how you pay for your gas or electricity (or both). We will assess your circumstances, for example, we will look at how likely we think it is for you to be able to pay your bills. Depending on the result of our assessment, we may ask you to pay in a certain way, pay a **deposit** or ask you to use a certain type of **meter** (for example, a prepayment meter). We will base our decision on information that we hold about you or information you or a licensed credit-reference agency give us.

2.3 Our prices comprise:

- a. a fixed charge that is applied to your bill for gas or electricity (or both) every day (a '**standing charge**') which goes towards meeting our fixed costs (for example, enabling the supply of gas or electricity (or both) to your property through distribution and metering services). You will be responsible for paying the standing charge even if you do not use any gas or electricity (or both) at the property; and
- b. a charge for the amount of gas or electricity (or both) we **supply** (known as a '**unit rate**'). The amount is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on the back of your gas bill.

2.4 The prices described in clause 2.3 also include our costs for: **meter** reading and provision of metering equipment; the generation, distribution and transmission of electricity and the shipping and transportation of gas; data processing, and; billing.

2.5 We may also charge you for our reasonable costs that are not set out in our **tariff sheet**, or the **tariff information label** whichever is applicable. These may include the following:

- a. Our costs of visiting your **property**, stopping, disconnecting or reconnecting your **supply** if you ask us to, or if the reason for doing this was your fault, for example, when there is no problem with your **meter** and you ask us to move it, or if we have to come to your **property** because you have damaged the **meter**.
- b. Where a new connection is required, our costs for installing the **meter** and metering equipment.
- c. Our costs of inspecting or working on your **meter** when you ask us to but there is no problem with your **meter**.
- d. Our costs of moving your **meter** to a suitable position unless it was our fault that the original **meter** position was not suitable.
- e. Our costs in trying to get back money you owe us. This includes our reasonable administration costs and costs that we incur in asking you to pay us the money owed, for example, trying to contact you to get back money you owe.
- f. Charges for provisions of additional copies of some documentation.
- g. Charges for providing you with replacement prepayment meter cards, prepayment meter keys or payment cards.

Details of these additional charges can be found on our web-site or you can contact us and we can provide them to you.

2.6 All our prices and other charges are affected by UK tax or duty, if this applies, including VAT at the appropriate rate.

2.7 If we change our prices we may use an estimated **meter** reading on the date the price changes to work out your charges at the old rate up to the date of the price change, and the new prices from the date of the price change.

3 Paying your bill

3.1 We will send you **bills** or statements, based on actual or estimated meter readings every three months or, where you have requested, every month.

3.2 You agree to pay us for **supplying** gas or electricity (or both) and for other charges which apply under this contract (such as in clause 2.5). Any person whose name is on the account is responsible for paying our bills and we may claim any money owed to us under the account from one or all account holders.

3.3 If you are not paying by direct debit, you must pay the money you owe in full by the **due date**. If you genuinely think the amount on your bill is not correct, you must still

- pay any amount that you do not dispute.
- 3.4 If you pay by **direct debit** we will review the amount that you pay at least annually based on your **annual consumption details**. You may ask us to recalculate the amount that you pay if you provide us with an up to date **meter** reading.
- 3.5 Every **bill** or statement of account that we send to you will contain the following information:
- the exact name(s), **tariff** type and payment method of your **tariff** for gas or electricity (or both)
 - your **annual consumption details**
 - your **personal projection**
 - the details of any **cheapest alternative tariff** that we offer and the annual savings that may be available to you, and
 - the **tariff comparison rate**.
- 3.6 Annual statements – once per year we must supply you with an annual statement which must include the following information:
- the exact name(s), **tariff** type and payment method of your **tariff** for gas or electricity (or both)
 - the charges, **discounts** and additional charges that apply to your **tariff**
 - your **annual consumption details**
 - your **personal projection**
 - the details of any **cheapest alternative tariff** that we offer and the annual savings that may be available to you, and
 - the **tariff comparison rate**.
- 3.7 **Having difficulty paying?** If you are having difficulty paying your bill then we will try to help you but you should contact us at your earliest opportunity so that we can advise you of your options.
- 3.8 If you do not pay your **bills** as you have agreed to under this contract, we can ask you to pay in another way or we may ask you to:
- subject to clause 3.9, change your payment method;
 - pay a **deposit**;
 - agree a suitable payment plan with you to recover the debt.
- 3.9 We may only propose to change your payment method in accordance with the procedure in clause 7.2 or where at least **7 working days** prior to the date that we propose the change takes effect we have provided you with a notice detailing:
- the increase in charges and any other disadvantageous change that will apply following the change in payment method;
 - the date that the proposed changes will take place; and
 - the main reasons for the proposed increase in charges or other disadvantageous change.
- 3.10 If you do not pay your **bill** for gas or electricity (or both) when we remind you, we can start charging you interest at 3% a year above the Bank of England current base rate. We can do this from 28 days after we sent the original **bill** to you.
- 3.11 If you owe us money under this or any other contract, we can move money between contracts or accounts, for example to:
- use any money that we owe you or any **deposit** that you have paid to pay off what you owe us; or
 - move the money that you owe us to another account to pay off your debt.
- 3.12 It will be up to us to decide how we use your payments to pay off your debt. For example, we may use your payments to pay off any additional costs referred to in clause 2.4 or we may pay off your oldest bills first.
- 3.13 You agree to pay any outstanding charges you owe us under any previous contracts with us, or charges you owe your old supplier that are transferred to us.
- 3.14 If we find out, after you leave us or move to a different energy supplier, that any of the **bills** we sent you were not accurate (for example, if you did not give us an **actual meter** reading when you ended the contract), we will send you a new **bill**. If the new bill shows that you owe us money, you must pay this by the due date on the bill. If you genuinely disagree that you owe this money, you must tell us straight away.
- 3.15 If the new **bill** we send you (in line with clause 3.14) shows that you have money (credit) left on your account, we may use this to pay off any money you owe us under another contract. For example, if you have separate contracts with us for gas and electricity and you are moving one of them to a different energy supplier, we may use any money we owe you under that contract to pay off money you owe us under the other contract.
- 3.16 We will give you back any money that is left over after we have followed the process in clause 3.15 unless clause 8.7 applies.
- 4 Deposit**
- 4.1 We may, at any time, ask you to pay us a **deposit** as security for payment of any charges that are likely to be due under this contract. The amount of security required will be reasonable in the circumstances and we will give you a reasonable time to pay us. We will pay interest on any **deposit** that we hold at the rate approved by **Ofgem**.
- 5 Meters and access to the property**
- 5.1 We will ask you for a **meter** reading before we start to **supply** you gas or electricity (or both) under this contract. If you do not give us a **meter** reading, we will estimate your **meter** reading when we start to **supply** your gas or electricity (or both). The estimate will be based on historic consumption at the **property** if we have that information.
- 5.2 To help make sure your bills are accurate, you must give us **meter** readings at least twice a year. If you give us a **meter** reading we will take all reasonable steps to reflect this in your next **bill** or statement. However, if we do not think your **meter** reading is reasonably accurate, we will contact you to get a new **meter** reading. We will attempt to take a **meter** reading at your property at least once per year.
- 5.3 You agree to us making any necessary arrangements on your behalf to provide a **meter** and metering equipment at the **property**. If a new connection is required you must comply with our minimum requirements to ensure that the **property** is ready for **meter** installation. If we are unable to arrange with you a meter installation for a new connection within a reasonable time of the commencement of this contract, we may terminate the contract but will give you 28 days notice before doing so.
- 5.4 You must take reasonable care to make sure that the **meter** and the metering equipment is not damaged or interfered with. If you do not, you will have to pay our or our agents' reasonable costs for visiting the **property** and for any work that we or they carry out in relation to the **meter** or the metering equipment.
- 5.5 If there is any damage, a fault or other problem with the **meter** or the metering equipment, or if you think it has been tampered with, you must tell us immediately.
- 5.6 You agree to give us, our agents, the **gas transporter** and the **network operator** (whichever apply) safe access to your **property**, the **meter** and the metering equipment in the following circumstances:
- At all reasonable times for any reason that relates to your gas or electricity **supply** or the **meter**, metering equipment including reading, inspecting, repairing, swapping, testing, installing, isolating or removing a **meter** or changing the settings on a **meter**, or stopping your **supply**.
 - At any time in an emergency or if we need to visit for any other reason and we can do this legally.
- 5.7 You must make sure that your **meter** is in a safe and suitable position to allow us or our agents to read the **meter**. If it is not, you must allow us to move the meter to a suitable position. We may charge you for the costs of moving the **meter** to a suitable position unless it was our fault that the original **meter** position was not suitable.
- 6 About your supply**
- 6.1 We can refuse to **supply** you under this contract or we can stop your **supply** or tell you to stop using your **supply** if any of the following apply:
- The supplier you want to leave prevents us from **supplying** you gas or electricity (or both);
 - We, the **gas transporter**, the **network operator** or another supplier has stopped your **supply**, and we do not have to reconnect or continue your **supply** under the terms of our **licences** (for example, if you have interfered with your **meter**);
 - It is not reasonable for us to continue to **supply** you in all circumstances. This can include where you do not pay our **bills** when we have sent you several reminders. If we are already **supplying** the **property**, we will give you at least seven **working days'** notice before we stop your **supply**;
 - There is an emergency;
 - Something we have no control over prevents us from **supplying** you (although we will take reasonable steps to **supply** or continue to **supply** you);
 - We are told to stop **supplying** you by **Ofgem**, the **gas transporter** or the **network operator**, or we can legally stop **supplying** you under any energy legislation (including our **licences** or any other agreements, authorisations and codes or procedures that relate to us **supplying** gas or electricity);
 - We are not happy with the way your **meter** is set up. This includes when:
 - we or our agents have not provided the **meter**; or
 - we or our agents cannot read the meter and if, having carried out appropriate checks (such as inspecting your **meter**), it reasonably appears to us that the metering equipment has been tampered with;
 - You have refused to pay a **deposit** we asked for or you have refused to have a prepayment **meter** installed.
- 6.2 We will only stop your **supply** under clause 6.1 if we are legally allowed to do so.
- 7 Changes to this contract**
- 7.1 Subject to clause 7.2, we can change the terms of this contract (including price and payment methods) at any time. We may also need to make changes to the contract where **Ofgem** make changes to our **licences**. We will put the changes on our **website**.
- 7.2 If we raise your prices, reduce a **discount** or make any change to this contract that puts you at a disadvantage (other than a change of payment method where we may decide to follow the procedure in clause 3.9 above), we will write to you separately letting you know at least 30 days before the change happens. We will provide you with a comparison showing the differences from your current contract, the main reasons for the change and your **personal projection** showing how much we expect the change may cost you based on your **annual consumption details**. If you find the change unacceptable you may end this contract and move to another supplier or enter into a new contract with us. You may end this contract under clause 8 but you can also end the contract so that you are not affected by the price rise, **discount** reduction or change as long as:
- (i) you arrange for another supplier to supply your gas or electricity (or both) and we receive notice of this from your new supplier within **20 working days** following the day that the price rise or change takes effect; and
 - (ii) within **30 working days** of us telling you that we may stop you switching to another supplier (in line with our rights under clause 8.2), you have paid any money that you owe us under this contract; and
 - (iii) your new supplier starts to supply your gas or electricity (or both) within a reasonable time after we receive the notice from your new supplier and/or you have made payment under sub-clause (ii); or
- you end your current contract with us and you enter into a new contract with us within **20 working days** of the day that the price rise or change takes effect.
- 7.3 If we withdraw a **tariff** that applies to this contract and propose to transfer you to an alternative tariff we will let you know in writing at least 30 days before the change happens and shall provide you with the **principal terms** of that alternative tariff. If your prices would rise or any of the new terms put you at a disadvantage in comparison with the withdrawn **tariff** you will have the right to terminate the contract before the alternative tariff takes effect, if you take the steps set out in clause 7.2 a. or b.
- 7.4 We can change the names or **property** on your account with your permission (for example if you move house and want us to continue to **supply** you at your new property or if a new person becomes jointly responsible with you under this contract).
- 7.5 In addition to our rights to make changes to your contract in clauses 7.1 and 7.2, we may from time to time agree certain changes to your contract with you, either because you request them or we do.
- If we want to agree any changes with you we will let you know what those changes are.
 - If the change is to raise your prices, reduce any **discounts** or make a change to your contract that puts you at a disadvantage we will write to you to tell you what that change is before it is to take effect.
 - Any of the above changes to your contract will only take effect if you confirm to us that you agree to them. If we do not hear from you within a reasonable time of us telling you about a proposed change then the change will not take effect.
 - We will write to you to confirm any change to your contract as soon as possible after we have agreed it with you.
- 8 Ending this contract**
- 8.1 In addition to any rights you may have to end this agreement in line with clause 1.5, you can end this contract for gas or electricity (or both) as follows:
- If you are moving house and you do not want us to continue to **supply** gas or electricity (or both) at your new property (as described in clause 7.4) you must give us at least **20 working days'** notice before you move. If you do this your contract will end on the date you move out of the **property** (unless you still own the **property** and no one else has taken over responsibility for it). If you do not do this, this contract will continue until:
 - **two working days** after you tell us; or
 - another owner or occupier receives gas or electricity (or both) at the **property**; whichever happens first.
 - In all other circumstances (except where clause 7.2 applies), you can end this contract at any time on giving us 28 days' notice as long as:
 - you have paid us all the money you owe us and have started receiving gas or electricity (or both) from another supplier; or
 - we cut your gas or electricity (or both) off because you no longer need it.
- If you decide to end this contract you will be entitled to the value of all **discounts** up to the date that the contract ends and we cannot ask you to repay any earlier **discount** that you have received from us.
- We will not charge you a termination fee for ending this contract.
- 8.2 You must pay for all gas or electricity (or both) you use until the end of this contract and for any other charges you owe us, as described in this contract. If you do not pay any amount that you owe us we can, under the terms of our **licences**, stop you switching to another supplier.
- 8.3 If we try, in line with clause 8.2, to stop you from switching your **supply** to another company, we will write to you as

soon as we can to explain to you our reasons and the next steps that you can take, including if you wish to challenge the reasons we have given.

8.4 You must provide us with a **meter** reading when you end this contract. If you do not give us a **meter** reading at that time, we will estimate your **meter** reading and prepare your final bill on this basis. Where either the estimated **meter** reading or the reading you have provided is inaccurate you may have to pay the difference between the **meter** reading on which we based the final bill or the final estimated bill and the accurate **meter** reading.

8.5 We can end this contract immediately if:

- you break any term or condition of this contract and we think this is serious (for example, if you tamper with your **meter**);
- we no longer have the relevant **licences** to **supply** your **property**; or
- Ofgem** tells another supplier to **supply** your gas or electricity (or both).

8.6 If this contract ends for any reason, neither of us will lose any rights we already have (for example, to claim any money that is owed at the end of the contract). But, if you have any money (credit) left on your account after we have told you the final amount that you owe, or if we cannot tell you the final amount because you have not given us a forwarding address, we do not have to pay you this money back as long as:

- we have already made a reasonable effort to pay you the money and 12 months has passed since we told you of the final amount we owed you; or
- we cannot send the money we owe to you because you have not given us a forwarding address and 12 months has passed since the contract ended.

9 Our responsibility for loss or damage

9.1 We accept full legal responsibility if we or our agents kill or injure somebody (or cause somebody to be killed or injured) because we or they have been negligent or if we act fraudulently.

9.2 If you suffer any loss or damage and this is caused by our breach of this contract or our (or our agents') negligence, our responsibility to you will be limited to one hundred thousand pounds sterling (£100,000) for each event that causes you loss or, if there are a number of connected events that cause you loss, our responsibility will be limited to one hundred thousand pounds sterling (£100,000) in total for these events.

9.3 We will not, under any circumstances, be responsible for:

- any economic loss or damage (for example loss of profit, income, business, contract or goodwill); or
- any loss which, when we made this contract with you, we would not reasonably have expected would happen even if we, or our agents, did not follow these terms and conditions.

9.4 If the **gas transporter** or the **network operator** causes you any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from the **gas transporter** or the **network operator** (or both) on your behalf.

9.5 Each individual subclause in this clause 9 applies separately. If a court or other authority tells us we cannot rely on a certain subclause, the other subclauses will still apply.

10 Using personal information

We are committed to protecting your privacy. This section explains how we use the information we collect about you, including sensitive information. We will tell you if we significantly change the information we ask for or the way we use it.

10.1 We and our agents may use your information to do the following.

- Provide you with the services you have asked us for (which may include **discounts** available from time to time).
- Offer you accounts, services and products, from us or our partners (where you have given us permission to do so), from time to time.
- Contact you in accordance with clause 10.3 about products and services we and our selected partners are offering.

10.2 We may also monitor and record any communications we have with you, including phone conversations and emails, to make sure we are providing a good service and meeting our regulatory and legal responsibilities.

10.3 When we contact you, we may use any information we hold about you to do so. We may contact you by post, e-mail, phone, text message or other forms of electronic communications or by visiting you. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information (your recorded marketing preferences). You can ask us not to send you any information on our offers at any time by contacting us and giving us your account details.

10.4 We may allow other people and organisations (including other **Good Energy** group companies) to use information we hold about you:

- to provide services you have asked for, which may include providing information to members of your family or household, anyone acting on your

- behalf or other people who may be interested;
- as part of the process of selling one or more of our businesses;
- to help to prevent and detect debt, fraud, or loss (for example by giving this information to a credit-reference agency);
- if you have not paid a debt and we transfer that debt to another organisation;
- if we have been asked (for example by **Ofgem** or a lawyer) to provide information for legal or regulatory purposes;
- as part of current or future legal action; or
- as part of government data-sharing initiatives (for example, those designed to help stop fuel poverty, where people cannot afford to pay for heating and electricity);

Some other people or organisations that we share your information with may be based outside the European Economic Area (EEA), so your information may be transferred to countries that do not have the same standards or protection for personal information as the UK. However, how we collect, store and use your personal information will continue to be governed by this clause 10.

10.5 If we suspect someone has committed fraud or stolen energy by tampering with the **meter** or diverting the gas or electricity **supply**, we will record these details on your account record and may share this information with **Ofgem** and other people who are interested (such as other energy suppliers, landlords and housing associations). We may use this information to make decisions about you, your character, how likely we think you are able to pay for your gas or electricity (or both) and other relevant services. This may include recording sensitive personal information such as criminal offences you have been accused of. Also, if the gas or electricity **supply** to your property has previously been tampered with, or if gas or electricity has been stolen, or we suspect it has been stolen, we may take this into account when we decide what products or services we can offer you and the terms and conditions we give you.

10.6 You agree that we can ask your previous supplier for information that will allow us to take over your **supply**, such as information about **meter** readings and equipment or charges you owe your previous supplier. You agree that we can provide information we hold about you (such as information about **meter** readings, equipment or money you owe us) to your new supplier so they can begin **supplying** your gas and electricity (or both).

10.7 If we believe that you (or a member of your household) need extra care (for example, because of your age, health, disability or financial circumstances), we may record this in the information we hold about you. We will use this information so that we do not stop your **supply**. We may share your information:

- with social services, charities, healthcare and other support organisations, if we believe at any time that they may be able to help you, or the other members of your household, by making sure there is a gas or electricity **supply** to your home;
- with other energy suppliers if we believe you are considering changing supplier (we assess which customers need extra care and record and share this information in line with the Energy Retail Association 'safety net procedures'); and
- with the relevant **gas transporter**, metering agents or **network operator**.

10.8 We will check your details with one or more credit-reference and fraud-prevention agencies to help us decide whether there is a risk that you may not pay your bills and also to help us make decisions about the products and services we can offer you.

10.9 If you give us information on behalf of someone else, you confirm you have given him or her the information set out in this document, and that he/she has given permission for us to use their personal information in the way we have described in clause 10. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this clause 10.

11 Our complaints procedure

11.1 If you are unhappy with our service and want to make a complaint or you consider that a bill or statement that we have submitted is inaccurate, you can contact us via the **website** or using the contact details at clause 14.5 below. All disputes and complaints will be dealt with in accordance with our published complaints procedure which is available on request and on **our website**.

12 National terms of connection

12.1 If we **supply** you with electricity under this contract, you are also entering into a standard connection agreement for your electricity with your local electricity **network operator** (as described in clause 12.2, where 'your supplier' means us). There is no similar agreement for gas.

12.2 Your supplier 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. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating

to the connection where 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**
Website: www.connectionterms.co.uk

13 Extra conditions if you have a separate heating system

13.1 This clause applies if you have an **electrical heating system** at the **property** which is metered separately.

13.2 It may be that different unit rates and standing charges apply to the supply of the **electrical heating system** and the rest of your electricity **supply** at the **property**. Your **tariff information label** will tell you if this is the case. If different unit rates and standing charges apply then the provisions in clauses 2 (our prices and charges) and 3 (paying your bill) referencing:

- those rates and charges;
 - the information to be included in bills and annual statements; and;
 - advice about cheapest alternative tariffs
- shall be interpreted as referring to each of those rates and charges.

13.3 References in clause 5 (meters and access to the property) shall be interpreted as referring to each of the meters and relevant metering equipment at the property.

14 General terms and conditions

14.1 You cannot transfer any of your rights or responsibilities under this contract to another person without our written permission. We can transfer all or any part of this contract to another supplier, but your rights under clause 7 will not be affected.

14.2 The laws of England and Wales or Scotland apply to this contract, depending on where your **property** is.

14.3 If, at any time, you do not keep to any part of this contract and we do not respond, this does not mean that we will not take action in the future. For example, if we don't immediately take action to ask you for money that you owe us, this will not stop us from doing so in the future.

14.4 If a court or other authority (such as **Ofgem**) tells us a part of this contract is not valid, the rest of the contract will not be affected.

14.5 **Contacting us** - You can contact us in order to give notice under this contract or otherwise in writing by letter or e-mail (from the e-mail address that you have registered with us) to the following address:

Good Energy
Monkton Reach Monkton Hill Chippenham SN15 1EE
email: customerservices@goodenergy.co.uk
telephone: 0845 601 1410

14.6 **Contacting you** - our notices under this contract will be sent to your billing address. Where you have agreed and provided us with an e-mail address, we may also contact you by e-mail

14.7 Whether we are contacting you or you are contacting us a letter will be deemed to have reached the recipient **2 working days** after it was posted. An unreturned e-mail will be deemed to have reached the recipient the **working day** after it was sent.