

Energy Terms and Conditions

Updated 1st May 2020

Homeshift Energy is a white label tariff of Colorado Energy Limited.

Terms and Conditions for domestic energy supply (including Deemed Terms and Conditions) Certain words in these terms and conditions have initial capitals. This is because we have given these words specific meanings. A list of these words and their meanings can be found at the end.

Your Contract is between you and Colorado Energy Limited, registered in England and Wales (company number 11042663) at Colorado Energy Limited, 86-90 Paul Street, London EC2A 4NE; VAT number 347572279

("Colorado Energy", "we" or "us").

We've summarised the key terms below, but please read the terms and conditions in full before applying for your Energy from us.

i. Eligibility - see Section 1.1. for full details

For us to be a suitable supplier, you must be able to pay by Direct Debit. There are also certain circumstances in which we may be unable to supply Energy to you, including if you have a 'traditional' prepayment Meter, a commercial Meter, or are a customer on the government's 'Green Deal' initiative.

ii. Charges - see Section 6.2. for full details

Our regular Charges are made up of a monthly standing charges, plus the cost of the Energy you use (this is the unit rate). We calculate your expected annual Charges and spread this out over the year with a fixed monthly Direct Debit.

We are also entitled to apply ad-hoc Charges for other things, such as missed appointments and to repair your Metering Equipment if you break it. If possible, we will advise you of these Charges before they are incurred.

On any of our Variable Tariffs, except when you are in our Price Protection Period, we can increase our Charges at any time by giving you 14 days' notice for an increase in our Unit Rates and 30 days' notice for increases in any other Charges. If you are unhappy with our Charges you can end your Contract at any time, in accordance with section 11.

On any of our Fixed Tariffs, the regular Charges relating to your tariff (eg the monthly Standing charges, your Unit Rates and any discounts and Exit Fees) will not change for the duration of the Fixed Tariff. Details of these rates and the end date of the Fixed Tariff are set out in your Welcome Pack.

You can end your Contract at any time, in accordance with section 11, but you may incur additional Charges as a result.

iii. Payment terms - see Section 6

You need to pay all Charges by monthly Direct Debit or through our pre-payment mechanism if you are a Pre-Pay Customer. Depending on your credit history, you may also need to pay us a Deposit of up to 3 months of your estimated Charges (see section 6.7).

iv. Ending your Contract - See Sections 11 and 12

If you are on our Variable Tariff you can end your Contract and transfer to another supplier at any time and for any reason, without being charged any additional fees. If you are on one of our Fixed Tariffs, exit fees may apply upto 49 days before the end of your Fixed Tariff. We may also end your Contract in certain circumstances, such as if you fail to pay our Charges.

v. Changes to the terms of your Contract - See Section 9

Subject to the specific terms relating to our Charges (see ii. above and Section 6.2 for full details) we may change any of the terms in the Contract at any time by giving you 30 days' notice via email or text message, except for the Standing charges and the Unit Rates for the duration of our Fixed Tariffs.

vi. Consequences of non-payment - See Section 8.2

We are entitled to take certain actions if you fail to pay the Charges on time.

vii. Our liability - See Section 17

There are certain limits on our liability towards you in certain circumstances, such as losses due to circumstances beyond our reasonable control; any business loss; or losses we couldn't have reasonably foreseen.

viii. How we will use your Personal Data and your rights in accessing it - see Sections 15 and 16

As well as our legal responsibilities under data protection law we recognise that your Personal Data should be treated with diligence and care. We will share your Personal Data with certain third parties, including to help us better understand how our Customers feel about the level of service we provide, or where there is a clear business need. If you have opted in, we will also use it to provide you with details of our offers and promotions. We will NOT share your Personal Data for any other reason without your explicit consent.

ix. How to complain - see Section 14

You can complain at any time. If you wish to dispute our Charges, please see section 7.

x. Glossary

Capitalised words or expressions have the meanings set out in the Glossary at the end of these terms and conditions.

Terms and conditions

1. Circumstances in which we may be unsuitable to supply Energy to you

1.1. We may decline your Application and/or end the Contract in the following circumstances:

- 1.1.1. if you are a customer on the government's 'Green Deal' initiative;
 - 1.1.2. if you are unable or unwilling to pay us by Direct Debit, or using our pre-payment mechanism in the case of Pre-Pay Customers;
 - 1.1.3. if you are unable or unwilling to communicate with us and manage your energy account via our our online portal, in accordance with the terms of our Acceptable Use Policy;
 - 1.1.4. if you are on an 'Economy 10' (differential) electricity plan; or
 - 1.1.5. if the Meter at the Address is a commercial Meter or a 'traditional' Prepayment Meter.
- 1.2. If you wish to change your current Meter type to be able to join Colorado Energy, you need to arrange this with your existing provider (at your own cost) before we can accept your Application.
- 1.3. Although we cannot make it a condition of the Contract that you have, or allow us to install for you, a Smart Meter at your Address, our service is designed to work better with properties fitted with a Smart Meter.
- 1.4. The provisions stated in this section 1 do not affect our statutory obligations to supply Energy to you in certain circumstances, for example where you move into a property which we currently supply and there is a Deemed Contract.

2. How to Apply

- 2.1. To apply for a Contract to receive your Energy from us, you will need to:
- 2.1.1. Enter correctly all of the information you are prompted to provide to join Colorado Energy
- 2.2. By submitting an Application to receive your Energy from us, you are agreeing that:
- 2.2.1. you are over 18;
 - 2.2.2. you own or live in the Address and are allowed to enter into this Contract;
 - 2.2.3. you have provided accurate information about yourself and your energy supply as part of the process;
 - 2.2.4. none of the statements at section 1.1. apply to you; and
 - 2.2.5. you agree to comply with these terms and conditions.
- 2.3. You are entitled to cancel your Application at any time within 14 calendar days of the date you receive the Welcome Pack. After the 14-day period, you will be switched to Colorado Energy, but you can end your Contract at any time after your Supply Start Date in accordance with section 11.

3. Your Contract with us

- 3.1. You will enter into a Contract with us at the earlier of:
- 3.1.1. When we accept your Application, by sending you a Welcome Pack by email; or

3.1.2. when we start supplying Energy to the Address, or

3.1.3. when you move into an Address to which we are the existing energy supplier, regardless of whether or not you have submitted an Application, such that a Deemed Contract applies.

3.2. Your Contract with us will come to an end when we cease supplying the Address with Energy, unless we have suspended supply in accordance with section 11.5. Details of how you or we may end the Contract are set out in section 11.

4. Your Supply Start Date

4.1. We aim to begin supplying Energy to your Address within 17 days of the date you receive your Welcome Pack. If you have moved to the Address when we are already supplying Energy such that a Deemed Contract exists, then the Supply Start Date shall be the date you moved into the address, or the date on which you became responsible for the bills at the Address, whichever is the sooner.

4.2. We may be delayed or unable to begin supplying Energy to the Address if:

4.2.1. your existing supplier blocks the switch in supply from them to us;

4.2.2. you have not supplied the necessary information about your Address/Meter; or

4.2.3. any of the reasons stated in section 1.1 apply.

4.3. You will be notified of the Supply Start Date, or any delays to the estimated Supply Start Date, via email or text message.

4.4. You can submit a query in relation to the Contract by using hello@homeshift.com. We will do our best to answer your enquiry as soon as practicable and within 2 Business Days. If you are not satisfied with our response you can raise a Complaint by following the instructions

at Section 14.

5. Your obligations

You agree that:

5.1. where specifically required by law;

5.2. you will comply with our Acceptable Use Policy;

5.3. you will provide Meter readings to us when requested by us (if you do not have a Smart Meter);

5.4. you will keep the details we hold about you, including your email and mobile number accurate and up to date;

5.5. if you do not already have a Smart Meter, then you will consider allowing us to install one at the Address;

5.6. you will use the Energy we supply for domestic purposes only;

5.7. you will give us safe, unrestricted access to your Metering Equipment for the following purposes:

5.7.1. to take a Meter reading;

5.7.2. to carry out a safety inspection;

5.7.3. to install, replace, test or reposition the Metering Equipment;

5.7.4. to disconnect the supply, where we are entitled to do so; or

5.7.5. to reconnect the supply; and

5.8. you will leave any Metering Equipment we provide at the Address (including, for example, an In Home Display) and keep it in accordance with our reasonable instructions.

6. Our Charges

6.1. You agree to pay the Charges monthly from the Supply Start Date for the duration of the Contract via Direct Debit, or via our Pre-Payment method in the case of Pre-Pay Customers. You also agree that we may make changes to your Direct Debit payment amount to cover your estimated or actual usage. We will give you 3 days' advance notification of any change to your Direct Debit payment amount. If at any time you are unhappy with paying our Charges in this way you may end the Contract in accordance with section 11, however you will still be liable to pay the Charges incurred up to the Contract End Date and if you are on one of our Fixed Tariffs, you may be charged an Exit Fee.

6.2. Our Charges are comprised as follows:

6.2.1. Our Tariff (our regular monthly Charges):

Type Description

A) Standing charge. It's the daily rate, calculated and collected

monthly in 12 installments each year. It covers your Meter maintenance, our operating costs and profit margin plus VAT. If you are on our Variable Tariff, we will give you at least 30 days' notice of any increase to the Standing Charge. If you are on one of our Fixed Tariffs, your Standing Charge will not change for the duration of your Fixed Tariff.

B) Energy Charges This is the Unit' Rate per kilowatt hour (kWh) charge for the Energy we supply (or that we estimate to supply) to the Address. . It includes taxes, transportation, renewables certification, government levies, settlement fees and VAT. It's calculated per kilowatt hour of energy used and applied and collected monthly. If you are on our Variable Tariff, we will give you at least 14 days' notice of any increase to the Unit' Rate. If you are on one of our Fixed Tariffs, your Unit Rate will not change for the duration of your Fixed Tariff.

The current Unit Rates are set out in the 'Tariff and usage' section of your monthly statement.

C) Exit Fees These are Charges applied to Fixed Tariff Customers who wish to change supplier, change tariff or move home more than 49 days before the end

of their Fixed Tariff. Details of any Exit Fees are included in your Welcome Pack.

6.2.2. Other Charges (irregular or ad-hoc Charges which we incur as part of providing Energy to the Address)

Type Description

A) Independent Operator charges

If you live in an area supplied by an Independent Gas Transporter and/or Independent Distribution Network Operator, this is the incremental cost we incur to supply Energy to you in addition to the other Charges. Depending on your area, Independent Operator Charges may include both a fixed amount and the Unit Rate based on the Energy you consume. We will include the potential costs in the quote we provide as part of the Application process. These will be charged monthly, if applicable.

B) Missed appointment charge

This is the approximate cost that we incur if you fail to give our engineer access to the Address at an appointment which we have agreed with you in advance. We will notify you of the potential costs when you are arranging an appointment. You will then be asked if you agree to this

Charge. This will be an ad-hoc charge, if applicable.

C) Unnecessary Metering Equipment inspection charge This is the approximate cost that we incur if you ask us to investigate a suspected malfunction with your Metering Equipment, which we will only pass onto you where we determine (based on the engineer's findings from that investigation) that no such malfunction exists. We will notify you of the potential costs when you are arranging an appointment. You will then be asked if you agree to this Charge. This will be an ad-hoc Charge, if applicable.

D) Metering Equipment repair or move costs

These are the reasonable costs that we incur if we have to repair the Metering Equipment where it has been damaged due to your fault, or if we have to move the Metering Equipment on your request, unless you are on the Priority Services Register. We will notify you of the potential costs when you are arranging an appointment. You will then be asked if you agree to this Charge. This will be an ad-hoc charge, if applicable.

E) Debt Collection Costs

These are the reasonable costs that we incur if we have to recover money you owe us, which may include the cost of employing a debt collection agency, or accessing and/or getting a warrant to access your Address to disconnect your supply, or finding out if you have moved, or fitting a Prepayment Meter, or suspending your supply for nonpayment or of reconnecting your supply if following a suspension of supply for non-payment you bring your Account up to date. This will be an ad-hoc Charge, if applicable.

6.3. Except if you are a Pre-Pay Member, you authorise us to deduct payment for the Charges via Direct Debit on the Payment Date we agree with you which is specified in the 'Balance and payments' section of your account. We will spread your estimated annual

Charges over the year. We will collect payment for the Charges one month in advance of anticipated usage. If we supply you with both electricity and gas, you agree to make a combined payment for the Charges rather than separate payments for each fuel.

6.4. We may review your Direct Debit from time to time and aim to do this at least twice a year based on actual or our estimated Meter readings. We may increase or reduce your Direct Debit based on your actual or estimated Energy consumption as explained further in section 10.6. You agree to make sure the bank account you have authorised us to collect the Direct Debit payment from is up to date and has sufficient funds to cover all Charges due to us.

6.5. Once we have collected your first payment, you can request a change to your Payment Date. This is limited to one collection date change in any 30 day period and subject to you always paying the Charges in each calendar month. You will not be able to change your Payment Date within 10 days of your next scheduled payment. When you request to change your Payment Date we have the right to decline your request.

6.6. If you are a Pre-Pay Member, your Charges will be deducted using our Pre-Payment method.

6.7. Your monthly Charges will be shown in your statement. We will provide a breakdown of your Charges.

6.8. Based on your credit history according to a credit reference agency, we may require you to pay a reasonable amount upfront as a Deposit of up to 3 months' estimated Charges. We will then hold this Deposit and may decide to reduce your Deposit amount as you build a payment history with us. If you are unable or unwilling to pay the Deposit then you may end your Contract in accordance with section 11. We will repay any Deposit we are holding after the Contract End Date after deducting any charges that remain outstanding to us.

6.9. If you have a Pre-pay meter, have made a top-up payment, are in credit and would like a refund, email hello@homeshift.com with your request. You will need to submit full details. We'll decide if you're due a refund. If you're not due a refund, we'll tell you why.

6.10. We adhere to the "back-billing principles" as set out in our supply licence conditions. In essence these

principles mean that, we'll not seek to recover the cost of energy you may have consumed more than 12 months before we sent you a bill. There are certain exceptions to this, which are:

6.10.1. if you haven't allowed us to access your meter to take a meter reading to bill you accurately;

6.10.2. if your meter is not working correctly and you've not allowed us to fix it or if you've acted unlawfully and tampered with your meter;

6.10.3. if you've unreasonably avoided payment; or

6.10.4. if you've acted unreasonably in any other way which prevents us from accurately billing your account.

6.11. If you are not happy with our resolution to any of these potential issues, then you may raise a Complaint in accordance with section 14.

7. Disputing the Charges

7.1. If you believe your Charges are incorrect, email us at hello@homeshift.com. You will need to submit full details of the basis for disputing the Charges and pay the undisputed portion of the Charges on your Payment Date. Any disputed amount should be paid via within 7 Business Days of the dispute being resolved, unless we have issued a credit to your Account.

7.2. If you are not happy with our resolution of your dispute then you may raise a Complaint in accordance with section 14.

8. Non Payment of Charges

8.1. If your Direct Debit fails due to insufficient funds or for any other reason, we will notify you and confirm the date we will re-present the automated instruction.

8.2. Except where you have raised a bona-fide dispute, if you fail to pay the Charges by the Payment Date we may:

8.2.1. change the amount of your Direct Debit to recover the sum due to us;

8.2.2. offer to let you pay in instalments, depending on your circumstances;

8.2.3. require you to pay a Deposit;

8.2.4. use any credits on your Account, or any Deposit that you have paid to us, to pay the outstanding amount;

8.2.5. take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us;

8.2.6. recover from you all Debt Collection Costs;

8.2.7. provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;

8.2.8. charge you interest on the outstanding amount at a rate of 3% per year above the Bank of England base rate, starting from the date falling 28 days after the relevant Payment Date;

8.2.9. seek permission from the courts to gain access to the Address to install a Prepayment Meter;

8.2.10. disconnect the supply of Energy to the Address, in which case you are required to pay our reasonable costs of disconnecting the supply and the Contract between us will come to an end. We will not disconnect you in winter (October to March) or if you are on our Priority Services Register. If we agree to reconnect the supply this may be conditional upon you first entering into a new Contract and paying a reasonable reconnection fee.

8.3. If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. We will

provide as much help as we reasonably can in order to avoid disconnecting your Energy supply.

8.4. The provisions stated in this section 8 do not affect our statutory obligations to continue supplying Energy to you in certain circumstances, for example between October and March.

9. Changes to the Contract

9.1. Our Variable Tariff and Fixed Tariffs consist of a monthly Standing Charge and Unit Rates for usage.

9.2. Except when you are in the Price Protection Period or if you are on one of our Fixed Tariffs, for the

duration of the Fixed Tariff, we may change the regular Charges at any time. We may change your monthly payment amount or any of the terms of the Contract at any time. If we make any such changes, we will give you notice via email or text message. If you are on our Variable Tariff, we will provide at least 14 days' prior notice of any increases in our Unit Rates. In the case of any other changes to the Contract terms that are deemed to be disadvantageous to you, we will provide 30 days prior notice. Our notice of change will indicate what terms we are changing and why. There may be instances, outside of our control, where we need to make changes in order to comply with our regulatory and legal obligations.

9.3. When our Unit Rates change:

9.4. If you have a Smart Meter, then we will attempt to take a remote reading at the time the change takes effect.

9.4.1. If you do not have a Smart Meter then, we will suggest you submit a Meter reading with at least:

- five days' notice if the rate(s) increases; or
- one day's notice if the rate(s) decreases, where possible.

9.4.2. We will always use your latest Meter reading to work out your usage and Charges for such usage at the old Unit Rates. We will then use the new Unit Rates from 00.00 hours on the date the rate change takes effect.

9.4.3. If we do not have a Meter reading on the date of the rate change, we will make an estimate of the reading on the date the price change takes effect and calculate your energy charges based on that estimate.

9.5. If you are on one of our Fixed Tariffs, we will provide you with appropriate alternative tariff options prior to the end of the Fixed Tariff. You may choose to move onto any of these alternatives when the Fixed Tariff ends. If you do not make an active selection of an alternative tariff, you will move onto our Variable Tariff.

9.6. If you are unhappy with any changes we make to the Contract then you can end the Contract and switch to an alternative supplier at any time in accordance with section 11, however you will be liable to pay the Charges up to the Contract End Date.

10. Your Metering Equipment

10.1. If we are supplying you with a Smart Meter, we will arrange installation on a date and time that is convenient to you. If we or our agent are not given access to the Address for the appointment we have agreed with you to install the Smart Meter, then we may charge you the costs we have incurred in connection with that visit. We will provide you with details of the cost of a missed appointment at the time you make the booking.

10.2. When we or our agent installs your Smart Meter, we will follow the Smart Meter Installation Code of Practice.

10.3. The Metering Equipment is the property of the Meter provider, and your use of the Metering Equipment is covered by your Standing Charge to Colorado Energy. You are responsible for making sure the Metering Equipment is not moved or not interfered with in any way and kept in accordance with our reasonable instructions. You must notify us immediately if anything happens to the Metering Equipment.

10.4. We or our agents will visit your Address to carry out a safety inspection of the Metering Equipment at least once every 2 years. If we know that we require access to the Address to conduct a safety check, we will try to give you prior notice of the agent's planned visit.

10.5. Unless you have a functioning Smart Meter that can provide us with your Meter readings remotely, you must give us a Meter reading when requested by us. This will help us make sure your Charges are as accurate as possible.

10.6. If no Meter reading is provided to us, we will produce a reasonable estimate of usage at the Address. You agree to accept the estimate amount for the purpose of calculating your Charges, or to give us an actual Meter reading. If you give us an actual reading after the statement has been produced we can send you a new statement at your request, but in any case we will use that reading when we work out your next statement.

10.7. When we receive a Meter reading from you (or our authorised Meter reader) which shows that any previous estimated reading may have been significantly over or underestimated, we may cancel and replace the relevant statements. If there has been any change to the Unit Rates during that time, we will use the relevant price at the time to work out the new statement. This will be based on our revised estimate of consumption through the period.

10.8. If, in our reasonable opinion, the Meter reading you provide is not accurate, we will not be required to base our calculation on the reading provided, but will contact you to either get a new Meter reading or send our approved meter reader to obtain a Meter reading instead.

10.9. If for any reason your Meter does not register any Energy used, you agree to pay the amount that we reasonably estimate.

10.10. If you ask us to carry out a Meter accuracy test and we do not find a fault with the Meter, you must pay for the cost of the test, which will be provided to you at the time a test appointment is booked.

10.11. Once a Smart Meter is installed and its functionality is available for us to use we will notify you and commence taking Meter readings automatically, update your Meter and run

diagnostics without visiting your Address. We will use these readings to calculate your Charges.

11. Ending the Contract

11.1. If you are on our Variable Tariff, you may end this Contract at any time after your Supply Start Date without being liable to pay any additional fee. If you are on one of our Fixed Tariffs, you may be charged an Exit Fee if you end this Contract more than 49 days before the end of your Fixed Tariff. If you wish to end the Contract because you are moving home, then you should follow the process at section 12 below. This Contract will automatically end where our supply of Energy to the Address has been disconnected for any reason, including because you have transferred to another supplier or Ofgem has given a 'Last Resort Supply Direction' to another supplier in respect of the Energy to your Address.

11.2. You will remain liable to pay all Charges incurred up to the Contract End Date, even after the Contract has ended.

11.3. If you transfer to another supplier we may pass them any relevant details we deem (acting reasonably) that they may need to help with this transfer. If you object to us giving the other supplier any details that are required to enable the transfer to proceed, please notify us and we will stop the transfer.

11.4. We may end this Contract:

11.4.1. if you are in breach of any terms of the Contract, including if you fail to pay the Charges when they become due, or if you refuse to pay us a Deposit as requested; or

11.4.2. if we no longer have the relevant licence(s) to supply your Energy; or

11.4.3. if we are required to do so by law or by our regulator, Ofgem; and

The provisions in this clause 11.4 do not affect the statutory rights you have against us.

11.5. When your Contract ends, we will calculate the Standing Charges as a pro-rata amount for the number of days you were with Colorado Energy during your final month (up to and including the Contract End Date) and adjust the Charges you owe us accordingly.

11.6. You agree:

11.6.1. to pay all Charges incurred up to the date we cease to provide Energy to your Address (the Contract End Date) on your Account within 30 days of the date we notify you of the amount owed;

11.6.2. that if you owe us money we have the right to object to your transferring supply to another Energy supplier until you have paid to us the balance outstanding on your Account in full.

12. Moving home

12.1. You should give us between two and zero days' notice of your planned moving date if you are moving home. We will need a Meter reading on or just before the Contract End Date to produce your final bill.

12.2. If you give us notice in accordance with section 12.1 above, we will aim to end your Contract at the Address on the day you have notified us that you will move out. If there are Charges incurred during the period between the date you have notified us that you will move out and the date you cease to own or be liable to pay utility bills at the Address, then the Contract End Date will be the later of the two dates.

12.3. If you wish to have Colorado Energy supply Energy at your new address then you can remain a Customer but your old energy account will be closed and you will need to switch to Colorado Energy - and a new energy account will be opened - when you move into your new address.

12.4. If you do not notify us of your moving date in accordance with section 12.1 above then:

12.4.1. the Contract End Date will not be until 2 days after we have received notice that you are moving house, or when we are notified someone else has moved into the Address, whichever

occurs first, and you will be responsible for continuing to pay the Charges until that date;

12.4.2. if you have a smart meter, we will be unable to prevent the new occupier of the Address from viewing your energy data via the In Home Display; and

12.4.3. we will charge Exit Fees to your account when you move home if you are liable for them. We will give you instructions, when you move out, on how to get them reimbursed should you switch your new property to Colorado Energy, or move into a home already supplied by Colorado Energy.

13. Emergencies

13.1. You must call the Gas Emergency Number 0800 111 999 immediately if you suspect or know of a gas leak.

13.2. If you have an electricity emergency or become aware of anything which affects or is likely to affect the security of the network or causes danger or requires urgent attention regarding the supply and safety of electricity, then you must report it to your local electricity distributor by calling 105 from any landline or mobile or by visiting www.powercut105.com.

13.3. In an emergency you must allow us and anyone we authorise, safe access to your Metering Equipment

at any time. If there is any obstruction to the Metering Equipment, we will require you to move it.

13.4. We may cut off your supply if we have to do so in an emergency or as a result of other circumstances beyond our control.

13.5. If we supply you with gas, we and the Gas Transporter which operates the network through which the gas is supplied to the Address may restrict or stop the use of your gas if required by law or in an emergency. You must then follow our instructions. If you receive such a request you may be entitled to a compensatory payment that will be payable as soon as reasonably practicable after we receive it from the party liable to make that payment.

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

14. If you have a Complaint

14.1. You can find our complaints procedure on our website and you can make a Complaint by emailing us at hello@homeshift.com and then 'I'd like to make a complaint' in your email.

14.2. We aim to respond to Complaints as soon as practicable within 5 working days either with a resolution or to explain our next steps.

14.3. If you're not happy with our final response to a Complaint, you can contact The Energy Ombudsman on 0330 440 1624 or at www.ombudsman-services.org/sectors/energy. It is an independent organisation and a free service. You must first have given us an opportunity to respond to your Complaint in accordance with our Complaints procedure before going to the Energy Ombudsman. If The Energy Ombudsman orders us to do something for you, we legally have to do it. If The Energy Ombudsman suggests something you should do, you do not have to follow its suggestion.

14.4. It's easy to get free, independent advice so that you know your rights as an Energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. Visit the 'Know your rights' section of citizensadvice.org.uk/energy for up-to-date information or contact the Citizens Advice consumer service on 0808 223 1133 Mon to Fri, 9am-5pm.

15. Your personal information

15.1. We agree that we will only use any Personal Data that you provide to us in accordance with our Privacy Policy (found in the Legal section of the account) which forms part of the Contract.

15.2. We may run checks on you (and anyone else also responsible for payment of the Charges) through credit reference and fraud prevention agencies, initially and periodically to help us assess your ability to pay our bills, check your identity, prevent and detect fraud and recover debt. When we run any check, the credit reference agency will record the fact that a check was made, whether or not you become a customer of Colorado Energy..

15.3. If you have an Account with us, we will routinely share information about your payment record with credit reference agencies for the purpose of credit checking. If we consider that your Account is in default (i.e. you have not paid us and are in breach of your agreement with us) we will notify you and if you do not pay us we will report the unpaid debt to credit reference agencies who will record that default on your credit file. They might give that information to other organisations and fraud

prevention agencies to carry out similar checks, find out where you are and collect any money you owe.

15.4. If we suspect that someone has committed fraud or stolen Energy by tampering with the meter or diverting the Energy supply, we'll make a note of it on your Account. We can then share that information with Ofgem, credit reference and fraud prevention agencies. The information might also go to law enforcement agencies such as the police and HM Revenue and Customs.

15.5. We can use this information to make decisions about you, including how likely we think it is that you'll be able to pay for your supply and other Energy services. By doing this we might record Sensitive

Personal Data about you, such as criminal offences you've been accused of.

15.6. If you have tampered with the supply to the Address or stolen Energy, or if we suspect you have, then we can take that into account when we decide what products or services to offer you, and what terms we offer you.

15.7. For further information on the Personal Data processing activities detailed in sections 15.1 to 15.6 above, please refer to our Privacy Policy (found on our website).

16. Data Protection notice

16.1. We respect your right to privacy and will only use the Personal Data which you give us, or which we legally receive from another organisation or person as allowed by the General Data Protection Regulation 2016, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable privacy laws. Our use of your Personal Data is governed by our Privacy Policy.

16.2. If you tell us, or we believe that you or another member of your household are in need of extra care, we will record that information and store it on our Priority Services Register, in order to ensure you get the service you need. This is in line with Energy UK's 'safety-net procedures'.

17. Our liability

17.1. 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 our agents have been negligent or acted fraudulently.

17.2. We are not liable to you for:

17.2.1. any loss due to circumstances beyond our reasonable control;

17.2.2. any business loss (for example loss of profit, income, contract or wasted expenses);

17.2.3. any loss that could not have been reasonably expected when we entered into this Contract.

17.3. If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £25,000 for each event or series of related events.

17.4. The local Network Operator and Gas Transporter that distributes or transports the Energy we supply to you is responsible for the quality of the Energy supplied, making sure that the supply of Energy to you is continuous and without interruptions through the local network. This is not our responsibility as it is outside our reasonable control. 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 party at fault.

18. Transfer of Rights or Subcontracting

18.1. We may transfer any or all of our rights and obligations under the Contract (including the right to

supply Energy and/or receive payment of the Charges) to any other organisation without getting your approval. If we do that we will tell you as soon as we reasonably can. We may also subcontract anything we have agreed to do under the Contract, however we will still be responsible for our subcontractors. None of this affects your rights under the Contract. If you are unhappy with any transfer or subcontracting of rights under this Contract then you are entitled to end the Contract in accordance with section 11.

18.2. You cannot transfer the Contract or any of your rights under it without first getting our approval.

19. Priority Services Register

19.1. If you are on our Priority Services Register we will use that information to enable us:

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

19.1.2. to tell the Network Operator and Gas Transporter so they can tailor their services to you;

19.1.3. to commission contractors such as a Meter reader to provide extra help;

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

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

19.2. We will never use the Priority Services Register for marketing.

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

20. National Terms of Connection

In relation to the supply of electricity, Colorado Energy 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. The NTC sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it,

please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, call 0207 706 5137 or go to www.connectionterms.org.uk.

21. No Waivers

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

22. Notices

22.1. Notices to you under this Contract will be sent by email or post to the last known address that you

have provided. We will treat such notices as having been received two days after we have sent it to

you, unless we receive evidence to the contrary.

22.2. Notices to us under this Contract must be sent via the email to hello@homeshift.com. If you are unable to communicate with us through email, then please write to us at our registered office address.

23. Invalidity

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.

24. Governing Law & Jurisdiction

24.1. The Contract shall be governed by, and construed in accordance with the laws of England and Wales.

24.2. In the event of a dispute or claim (including non-contractual disputes or claims) relating to this Contract, the Relevant Courts (as defined in the Glossary) shall have exclusive jurisdiction to settle any such dispute or claim.

Glossary of Terms

Here's a quick guide on what we mean by the capitalised terms used in the Contract

Acceptable Use Policy - The terms governing your use of the, Website and Community and email.

Account - Your account with Colorado Energy pursuant to the Contract.

Address - This is the domestic premises to which we supply Energy under the Contract which, except in the case of a Deemed Contract, is identified in the Welcome Pack.

Application - Your application to be supplied Energy to the Address by us.

Business Day- Any day other than a Saturday, Sunday or a bank holiday in England or Wales.

Charges - The Tariff together with the Other Charges we are entitled to be paid in respect of

the Contract, set out at section 6.

Complaint- Means a complaint submitted by you in respect of the Contract in accordance with section 14.

Contract- The Contract under which we supply Energy to the Address

Contract End Date - The date on which we cease to supply Energy to the Address and the Contract between us ends, which we will notify to you.

Debt Collection Costs- The costs described in section 6.2.2(E), which may form part of the Charges.

Deemed Contract - The Contract that arises where we are already providing energy to an Address at the date you move in, which is governed by these terms and conditions whether or not you have accepted them.

Deposit - Any payment we require you to make as security for payment of any anticipated Charges under the Contract, in accordance with Section 6.7.

Direct Debit - The electronic means by which we deduct payment in respect of the Charges

from your nominated bank account, either as a monthly deduction of an agreed amount; or as a deduction of the full amount of the monthly bill outstanding.

Energy - Electricity and/or gas which we supply to the Address pursuant to the Contract.

Exit Fee- A Charge for ending a Fixed Tariff more than 49 days prior to the end of the Fixed Tariff.

Fixed Tariff - A tariff in which the Membership Fee and the Members' Rates will not change for the duration of the tariff, details of which can be found on your initial Welcome Pack.

Gas Transporter - The company licenced to deliver gas through the pipes to the Address, details of

which can be found on the Ofgem website: <https://www.ofgem.gov.uk/>.

In Home Display - A dedicated display device linked to a Smart Meter which is designed to deliver energy-related information such as energy consumption, pricing or service messages.

Standing Charge - The monthly standing charge for being a customer of Colorado Energy , which accrues daily but is payable monthly (calculated on a 365/12 basis) in addition to the cost

of the Energy we supply and other Charges.

Unit Rates - The unit rate per kilowatt hour (kWh) for the Energy that we supply, which is the

approximate cost at which we buy Energy from the market including any taxes, transportation and ancillary costs.

Meter- The Energy Meter(s) which records the quantity of Energy supplied to the Address.

Metering Equipment - The Meter, In Home Display and any ancillary equipment which records the quantity of Energy supplied to the Address.

Ofgem - The Gas and Electricity Markets Authority, which regulates the gas and electricity

markets in Great Britain.

Other Charges - The irregular or ad-hoc Charges we may apply during the Contract which are described in section 6.2.2.

Payment Date- The monthly date on which we will take payment for the Charges from your

account via Direct Debit.

Personal Data- Has the meaning defined in our Privacy Policy.

Prepayment Meter- A Meter that has to be topped-up in advance in order for the supply to be made, and includes a Smart Meter in prepayment mode.

Priority Services Register - The priority services register we operate in accordance with applicable law and/or with our supply licence, and as further described in section 19.

Privacy Policy- Our policy on how we manage your Personal Data in accordance with applicable law which forms part of the Contract,

Sensitive Personal Data - Includes information about a physical or mental health or condition, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings.

Welcome Pack - The information we will supply to you either via email and/or via the App upon the commencement of the Contract, which confirms important information relating to the Contract including the Address, the type(s) of Energy that we will supply, a projection of the estimate Charges from the quote we provided during the application process, the Payment Date and other information about your Direct Debit.

Smart Meter - A SMETS 2 Meter.

Supply Start Date- The date on which we start to supply Energy to your Address, as will be notified to you in the Welcome Pack.

Tariff - The regular charges we will apply for supplying Energy under the Contract, which are described at section 6.2.1.

Variable Tariff - A tariff in which we are free to change the Standing Charge and Unit Rate to Customers.