

These are our terms and conditions for the supply of electricity and/or gas to your domestic property. They form an important part of the contract between us and you.

You are our domestic customer if you enter a contract with us for energy supply to a domestic property or if you move into a domestic property that we already supply energy to.

We are Iresa Limited, the company that supplies electricity and/or gas to your property. Our registered office is at 145-147 St John Street, London EC1V 4PW and our company number is 08186664.

Please read these terms and conditions carefully because by becoming our domestic customer you agree to be bound by this document.

## 1. IMPORTANT TERMS

In these **terms**, the following words (in bold) have the following meanings:

<b>contract</b>	means the agreement between you and us relating to the <b>supply</b> of and payment for <b>energy</b> , comprising these <b>terms</b> , the contract letter, and any document referred to in them;
<b>contract letter</b>	means the email we send to you confirming the start of the contract and the key contract details such as the applicable tariff, any fixed term and <b>exit fees</b> , and any other relevant information;
<b>energy</b>	means electricity, or gas, or both (as applicable);
<b>deemed contract</b>	means a contract that exists between you and us in the circumstances specified in clause 12.1;
<b>exit fee</b>	means the fee, which will be confirmed in your <b>contract letter</b> , which is payable by you when you end a contract with a <b>fixed term tariff</b> ;
<b>fixed term tariff</b>	means a <b>tariff</b> with a fixed end date before which the charges (comprising a standing charge and unit rate) and any available discounts will not change, unless variation is permitted under these <b>terms</b> ;
<b>gas transporter</b>	means the company licensed by <b>Ofgem</b> to transport gas to your <b>property</b> ;
<b>meter</b>	means the <b>meters</b> and equipment for measuring and providing information on the <b>energy</b> you use;
<b>network operator</b>	means the company licensed by <b>Ofgem</b> to deliver electricity and run the electricity distribution network for your area;
<b>Ofgem</b>	means the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain on behalf of the Gas and Electricity Markets Authority;
<b>property</b>	means the domestic premises we <b>supply</b> electricity and/or gas to, which is usually where you live but could also be a building for which you are responsible (for example, if you are a landlord you are responsible for paying electricity and gas bills between tenancies);
<b>supply or supplying</b>	means the <b>energy</b> we provide, or what we do to provide it, which is for you to use entirely or mainly for domestic purposes;
<b>tariff</b>	means the rate or rates for each unit of <b>energy</b> (kilowatt-hour or kWh) that you use under our <b>contract</b> (including any daily standing charge) plus any other charges;
<b>terms</b>	means these <b>terms</b> and conditions; and
<b>working day</b>	means any day other than a Saturday, Sunday or a public holiday in England and Wales.

## 2. YOUR CONTRACT

### **Start of the contract**

- 2.1 Your **contract** with us will start when you complete and submit our online order form (directly or through an agent) and we send you a **contract letter** (by email).
- 2.2 If you do not complete our online order form your **contract** with us will start when you start taking **supply** at your **property** (including if you are a landlord of a vacant **property**), in which case the **contract** will be regarded a **deemed contract** and the provisions of clause 12 will apply.

### **Your right to cancel**

- 2.3 You can cancel the **contract** (other than a **deemed contract** which cannot be cancelled) at any time within 14 days of entering into it (the first day being the day after you entered the **contract** as set out in clause 2.1), known as your cooling off period, by informing us of your wish to cancel by completing our online form via your account, sending an email to [sales@iresa.co.uk](mailto:sales@iresa.co.uk), or otherwise informing us in writing.

### **Start of supply**

- 2.4 If we do not already **supply** the **property** we will begin to **supply** it from the date we inform you, which will usually be within 21 days of the end of your cooling off period (unless we agree otherwise in writing). However, there may be good reasons for our **supply** starting at a later date, such as:
  - (a) you request and we agree to start **supply** to your **property** at a later date;
  - (b) your previous supplier prevents us from taking over the **supply**;
  - (c) you do something that prevents us from taking over the **supply**, for example not providing us with all the information we need from you; or
  - (d) we cannot **supply** your **energy** for some other reason beyond our reasonable control (for example, we cannot make a connection to your **property**).

### **Terms of your contract**

- 2.5 By entering into a **contract** with us you promise to us that you will use the **supply** only for domestic purposes. If this changes, you will let us know.
- 2.6 If we agree to **supply** you under a **fixed term tariff** we will notify you of this and the relevant terms in your **contract letter**. We will also send you a statement of renewal terms between 49 and 42 days before the fixed term is due to end including information about **tariffs** we can offer you and options to switch to a new **tariff** or supplier.
- 2.7 We are an online only supplier and therefore in order to enter a **contract** with us, manage your account, and communicate with us you must be able to access your account online and ensure that we have an up to date email address that we can contact you on at all times.

### **Changes to the terms**

- 2.8 We are allowed to change our **terms** (including your **tariff**) at any time unless you are on a **fixed term tariff**, in which case clause 2.11 will apply to any changes. We will give you 30 days notice of any changes that puts you at a disadvantage, for example a rise in prices, and will update any changes to **tariffs** or the updated **terms** on our website.
- 2.9 If you are not happy with any changes to your **tariff** (other than due to changing your payment method) then the change will not affect you as long as:
  - (a) you transfer to a new **tariff** within 20 **working days** of when the change took effect; or

- (b) you arrange for another supplier to **supply** your **energy** and we receive notice of this from your new supplier within 20 **working days** of when the change took effect and your **supply** is transferred to your new supplier within a further 15 **working days**.
- 2.10 If you are not happy with any changes to the **terms** of your **contract** (other than changes to your **tariff**), then the change will not affect you as long as you arrange for another supplier to **supply** your **energy** and we receive notice of this from your new supplier within 20 **working days** of when the change took effect and your **supply** is transferred to your new supplier within a further 15 **working days**.
- 2.11 If you are on a **fixed term tariff** we will only change the **terms** prior to the end of the **fixed term tariff** if the change is not to your disadvantage, the information you have given us is incomplete or incorrect, we have to install a prepayment **meter**, or there is an increase in VAT payable.
- 2.12 If changes to the **contract** or our **terms** are required or necessary because of changes to the industry agreements under which we operate or changes imposed by any governmental or regulatory body or authority (e.g. **Ofgem**), the changes will come into effect on the day we notify you of the changes.

### 3. COSTS TO YOU

- 3.1 You are responsible for paying for the **energy** supplied under this **contract**, which sometimes will be based on an estimate of your **energy** use, as well as any other charges due under the **contract**.

#### **Our charges**

- 3.2 The charges for **energy supply** which apply to you depend on your **supply** area, the type of your **meter**, your payment method and the structure of **tariff** that you are on. Our **tariffs** are usually based on two kinds of charge:
  - (a) a standing charge which is a fixed amount per day to cover our fixed costs of **supplying** you; and
  - (b) a unit rate (of pence per kWh) which is based on how much **energy** you use – for gas usage the kWh is calculated based on its 'calorific value', which is the amount of **energy** released when the gas burns.
- 3.3 All our charges are affected by UK tax if this applies, including VAT at the appropriate rate (5% at the time of print). We reserve the right to pass on to you any tax, duty or levy which is imposed upon us in relation to the **supply** of **energy** to you under this **contract**.

#### **Your tariff**

- 3.4 Details of your **tariff** are set out in your **contract letter**, and details of the current **tariffs** we offer, including the current price of our standard variable **tariff**, are kept up to date on our website. If you are on a **fixed term tariff** the **contract letter** will notify you of the date at which the **tariff** ends, at which point you will revert to our standard variable **tariff** unless we agree another **fixed term tariff** with you.
- 3.5 If we change your **tariff** we will estimate your **meter** reading(s) on the date the price changes, and use your new price for any **energy** supplied following that date.

#### **Other charges**

- 3.6 In addition to our standard charges for **supplying** you we may also charge you for other reasonable costs, including:
  - (a) costs in recovering money you owe us, including administration costs and the costs of visiting your **property** or obtaining a warrant of entry;
  - (b) costs to repair a damaged **meter**;

- (c) costs to visit your **property** to disconnect or reconnect your **supply**;
- (d) costs investigating and/or resolving any interference by you with your **meter** or theft of **energy** at the **property**;
- (e) where you failed to keep an agreed appointment with us or our agents;
- (f) if you fail to respond to our efforts to contact you and we have to visit your **property**;
- (g) administration costs arising from payment failures, such as cancelled direct debits;
- (h) replacing any card, key or token that you lose or damage; or
- (i) if you ask us to upgrade your **supply** arrangements or if we are required to do so.

#### 4. **PAYING YOUR BILL**

- 4.1 We will send you a bill or statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment scheme.
- 4.2 You must pay your bill by the due date on the bill (or if a due date is not given within 10 **working days** of the bill date) using the payment method we have agreed with you.
- 4.3 You are responsible for paying your bill together with any joint account holders (for example your partner) that are included in your **contract letter** and we can claim any money owed to us from any one of the account holders.
- 4.4 If you don't pay our bills in the way we've agreed, we can ask you to pay by another method and this may increase the price you pay for your **energy**. If this means we require and arrange for a prepayment **meter** to be fitted at your **property** the relevant provisions of these **terms** will apply and you may be responsible for the costs which we will tell you about at the time.

#### **Direct debits**

- 4.5 Unless you are a customer with a prepayment **meter**, clauses 4.6 to 4.14 (inclusive) will apply to you.
- 4.6 You agree to pay us by Direct Debit in an agreed fixed amount in advance each month, calculated to cover your **supply** over the year and to keep your account in credit at all times.
- 4.7 We will inform you in your **contract letter** of the fixed amount of your monthly Direct Debit at the start of your **contract** and we may review and amend this amount at any time (for example if you go into debit) and notify you of any changes in writing. We will not alter the amount of your Direct Debit when you make any extra payments. Any review of your Direct Debit will be based on your past **energy** use, current prices, and any debit or credit on your account.
- 4.8 We will collect the Direct Debit payment in the agreed amount for each month of **supply** on the 20<sup>th</sup> day of the preceding month (or the following **working day** where the 20<sup>th</sup> is a non **working day**), except for in relation to the first month of **supply** (or part month) in which case we will collect the Direct Debit payment in the agreed amount 3 **working days** after the end of your cooling off period.
- 4.9 We will send you a bill in respect of each month of **supply** on the 10<sup>th</sup> **working day** of the following month. Our bill will set out:
  - (a) your opening balance on the 1<sup>st</sup> day of the month of **supply**;
  - (b) the interest credits payable on your opening balance for the month of **supply**, calculated in accordance with clauses 4.11 to 4.14, shown as a credit;
  - (c) any payments received on your account during the month that preceded the month of **supply**, including your Direct Debit and supplemental payments, shown as a credit;

- (d) the amount and cost of **energy supplied** to your **property** in the month of **supply**, shown as a debit;
  - (e) all applicable tax, shown as a debit; and
  - (f) your closing balance at the end of the month of **supply** reflecting all of the above.
- 4.10 Apart from where you or we change the method you use to pay our charges, you must continue the Direct Debit throughout the **contract**. You must inform us if you expect your Direct Debit payment to fail at any time. If you fail to maintain Direct Debit payments at the agreed amount we will write to you requesting you recommence your Direct Debit at the appropriate amount by a specified date. If you don't do this we may move you onto our standard variable **tariff** and/or may stop your **supply** in accordance with clause 7.

### **Interest credits**

- 4.11 Any credit on your account on the 1<sup>st</sup> day of a month in the **contract** term will accrue interest throughout that month at the rate set out in your **contract letter**, and will be shown as a credit on your account in your next bill.
- 4.12 We may change the interest calculation or withdraw interest credits entirely at any time but we cannot retrospectively increase the amount of interest credit you receive, for example if you ask us to issue a new bill pursuant to an updated meter reading.
- 4.13 The maximum amount of interest credit you can receive on your account is capped at 20 times the amount of your current Direct Debit amount.
- 4.14 Our interest credits are linked to your **energy** usage and so you promise that you will not make payments into your account just to receive interest credits. If we think you are making payments into your account just to receive interest credits, we will refund the extra amounts to you and may withhold the interest credits on those amounts.

### **Debts**

- 4.15 If you have not paid a bill by the due date (for example, your Direct Debit could not be collected) we will send you a reminder of the outstanding debt. Once we have sent you a reminder we will start charging you interest at the rate of 4% above the Bank of England base rate at the relevant time on any outstanding amount.
- 4.16 If you owe us any outstanding charges, and you send us a payment for a lesser amount, we may apply it to whichever debt and in whichever proportions we consider appropriate.
- 4.17 If your **contract** ends and you do not pay the charges due under the **contract** within 28 days of it ending, we may assign your debt to a third party (within certain limits set out in our licence).

### **Deposits**

- 4.18 We can ask you to pay an upfront amount (a deposit) whenever that is reasonable (for example, pursuant to a credit check or if you have not been paying your bills on time). We will give you a reasonable time to pay us, but you have to pay by the date we specify. We won't ask for a deposit if you pay for your **energy** through a prepayment **meter**.
- 4.19 We can use the deposit to settle any payments you miss under the **contract** (for example if we are unable to collect your Direct Debit). If you do not miss any payments we will return your deposit to you at the end of the **contract**.

## **5. YOUR ENERGY METERS**

### **Ownership of meters**

- 5.1 Ownership of the **meter(s)** remains with the company that owns your **meter(s)** (the 'meter asset provider') at all times (subject to any rights to sell a **meter**) and you shall

have no right to deal with the **meter(s)**. If the owner of a **meter** informs you that ownership of the **meter** (or any part of it) has been or is to be transferred to a new owner, you shall have no right to object to such transfer and if requested shall acknowledge such transfer in writing.

### **Meter care**

- 5.2 You must take reasonable care to ensure that any **meter** is not damaged or interfered with, and must tell us straightaway if you think it is damaged, has been tampered with, or if you think that there is a fault or problem with it. If a **meter** is damaged or interfered with by you we will recover from you the reasonable costs that we or our contractor incur in attending your **property** and repairing or replacing the **meter**.

### **Meter readings**

- 5.3 We can require **meter** readings before we start **supplying** you. You are also required to provide us with monthly **meter** readings on your online account throughout the period we **supply** you if you do not have a smart **meter** installed and are paying by Direct Debit.
- 5.4 If you don't give us **meter** readings on your online account you agree to allow us (or someone we appoint) access to read your **meter(s)**, and we may charge you the reasonable costs incurred doing this (which we will tell you about in advance). If you fail to provide us with **meter** readings on your online account in more than two consecutive months during the **contract** then you may be moved onto our standard variable **tariff**.
- 5.5 If we do not have actual **meter** readings (including if smart functionality is not working on a smart **meter** at any given time) for any period in which we **supply** you, or we reasonably believe that a **meter** reading we have is not accurate, we will estimate your **energy** usage for billing purposes. Our estimate will be produced using information we have about the **energy** used at the **property**, previous **meter** readings, and the characteristics of your **energy** use which may take into account adjustments to reflect seasonal changes in use.

### **Access**

- 5.6 You agree to give us, our **agents**, the **gas transporter** and the **network operator** access to the **meter(s)** at reasonable times and on reasonable notice to read, install, test, inspect, repair, remove, replace, disconnect and/or reconnect any **meter** and any associated equipment when necessary. We may also need access to convert a **meter** from a credit to prepayment setting (or vice versa). You also agree to give the above mentioned parties access to your **meter(s)** at any time in an emergency.
- 5.7 If we need to relocate a **meter** for any reason, we may charge you for the related costs unless you are eligible for this work to be done free of charge under our licence.

### **Prepayment meters**

- 5.8 Clauses 5.8 to 5.10 will apply to you if you have a prepayment **meter** when we start **supplying** you or we require a prepayment **meter** to be installed at your **property** in order to **supply** you.
- 5.9 You agree to buy enough credit on your prepayment **meter** to cover the **energy** you use, your standing charges, and any debt we are recovering through your **meter**.
- 5.10 You agree to keep the key or card provided for each **meter** safe and not let it get damaged. If your key or card gets damaged or lost, you must pay a fee for a replacement.

### **Smart Meters**

- 5.11 If a smart **meter** has been installed by a previous supplier we will treat it as a traditional credit **meter** until such time as we notify you that we are able to utilise its smart functionality.

5.12 Once we are able to utilise the smart functionality we will be able to take **meter** readings, diagnose any technical problems, update your **meter** and monitor your **energy** use (to the level we are legally allowed to, or you consent to), without visiting your **property**. We will use those readings for billing purposes. We can also, without visiting your home, switch your smart **meter** from credit to prepayment mode (and vice versa) and disconnect your **energy supply** if we have the right to do these things under the **contract** or by law.

### **Consumption limit**

5.13 We are only accredited to **supply** electricity to non half-hourly **metering** points. This **contract** is for domestic customers only with a maximum consumption per **meter** of 75,000 kWh of electricity per annum. If you exceed this limit we will inform you and you must then transfer to another licensed **energy** supplier within 30 **working days** of such notice.

## **6. SAFETY AND EMERGENCIES**

6.1 In certain circumstances your **supply** may be interrupted, for example to avoid danger to persons or property in an emergency, if it is unlawful for us to continue your **supply**, or if required to allow maintenance to the local distribution system(s).

6.2 We are not responsible for any losses incurred should we need to suspend your **supply** in an emergency, for safety reasons, or if required for maintenance to the local distribution system(s).

6.3 If you believe that your **meter** or any other **metering** equipment may be damaged, you must let us know at once.

6.4 If there is a major emergency affecting a **network operator** or a **gas transporter** and the government gives a direction under the Fuel Security Code we may recover from you a reasonable proportion of the additional costs suffered by us as a result of the direction.

## **7. STOPPING YOUR SUPPLY**

7.1 We may refuse to **supply** you, stop your **supply** or tell you to stop using it in the following circumstances:

- (a) we're prevented from **supplying** you by something beyond our reasonable control, in which case we'll do all we reasonably can to restore your **supply**;
- (b) the circumstances mean that it isn't reasonable for us to carry on **supplying** you (for example, if you haven't paid your bills, which are not disputed, within 28 days of our written demand for payment), in which case we'll give you at least 7 **working days'** notice before we stop the **supply**;
- (c) another supplier prevents us from **supplying** your **energy** when you try to leave them;
- (d) **Ofgem**, the **gas transporter** or the **network operator** tell us to stop **supplying** you, or any law (including our licences as well as any other agreements, authorisations, codes and procedures) relating to the **energy supply** says we can legally stop **supplying** you;
- (e) we have inspected your **meter** and are not happy with the way it is set up, for example we are unable to read it or it seems likely that the **meter** has been tampered with; or
- (f) you've refused when we've asked you to pay a deposit, or to have a prepayment **meter** installed.

## **8. ENDING THE CONTRACT**

### **Our right to end the contract**

- 8.1 We can end the **contract** by writing to you (via email) in the following situations:
- (a) if you break any of the **terms** and we think it's serious (for example, if you've tampered with your **meter** or it becomes apparent to us that your **property** is no longer domestic premises and/or you are using the **supply** for non-domestic purposes);
  - (b) we cease to be authorised to **supply** your **property**;
  - (c) **Ofgem** tells another company to **supply** you;
  - (d) we've cut off your **energy supply** because you don't need it anymore; or
  - (e) in any circumstances by giving you 28 days notice, and if you are on a **fixed term tariff** such notice shall not take effect before the end of your agreed fixed term.

#### ***Your right to transfer to a new supplier***

- 8.2 Your **contract** with us will end after we have received notice from another **energy** supplier that they have registered you as a customer and have started **supplying** you.
- 8.3 If you transfer to a new supplier during a fixed term period you must pay our **exit fee**, which we will notify you about in your **contract letter**.
- 8.4 If you owe us money and want to transfer to a new supplier we may stop you changing supplier in which case we will let you and your new supplier know we are doing this. Once your debt is paid we will allow the transfer to go ahead. If you want to transfer due to an increase in our prices, the new **tariff** will apply to you if your debt is not paid within 30 **working days** of us informing you that we are stopping your transfer.
- 8.5 You can end the **contract** by writing to us (via email) giving 28 days notice, and if you are on a **fixed term tariff** you must pay our **exit fee**. If you give notice of the end of your **contract** and a new supplier does not take over your **supply** we will continue to **supply** you after the effective date of your notice under a **deemed contract**.

#### ***Moving home***

- 8.6 If you are moving or selling your house your **contract** will end on the date that you move out if you tell us at least 2 **working days** before the day you move. If you do not do this, your **contract** will continue until 2 **working days** after you tell us you no longer own or occupy the property or when another person begins to own or occupy the **property** and takes an **energy supply** at the **property**. You will be responsible for the supply until the date on which the **contract** ends. If you do not have a smart or prepayment **meter**, you must also give us a final **meter** reading on the day that you move out. This will be used to calculate your final bill, which we will send to you within 6 weeks of the end of your **contract**.

#### ***Supply of last resort***

- 8.7 **Ofgem** can withdraw our **supply** licence in certain circumstances. To ensure you do not lose **supply** **Ofgem** may give you a 'last resort **supply** direction' to another supplier to take over the **supply** from us. If this happens, your agreement with us would end on the date the **Ofgem** direction took effect.

#### ***Payment reconciliations***

- 8.8 After the **contract** has finished we might find that some of the bills we have sent you were wrong. If any bills are wrong we will send you a new bill as soon as we can, and:
- (a) if you owe us money as a result you will have to pay it on the date shown on the bill (or we can settle the payment from any credit left in any account you have with us); or
  - (b) if we owe you money as a result, and you have no other outstanding payments with us, we'll pay you back the full amount left in your account.

## 9. LIMITS OF OUR LEGAL RESPONSIBILITIES

- 9.1 We accept legal responsibility for any personal injury or death caused by our (including our agents) negligence.
- 9.2 We will not under any circumstances be responsible for:
- (a) any financial loss or damage, such as loss of income, profit, business or goodwill; or
  - (b) any loss which we or you would not have reasonably expected when we entered this **contract**, even if we did not follow these **terms**.
- 9.3 Our maximum responsibility to you under the **contract** will be £100,000 for each event or connected series of events that causes you loss.
- 9.4 If the **gas transporter** or **network operator** causes you loss then your rights of legal recourse will be against them and not us.

## 10. PROTECTING YOUR INFORMATION

### ***Your personal data***

- 10.1 We respect your right to privacy and will only use the personal information you provide us with, we receive from your smart **meter**, or that we receive from another organisation, such as credit reference agencies, as allowed by the Data Protection Act 1998 and other applicable privacy laws.
- 10.2 We may monitor and record any of your communications with us, including telephone conversations and emails, to make sure we're giving you a good service and meeting our regulatory and legal responsibilities.
- 10.3 If you have any questions about the information we are holding about you and how we use it, or believe that the information we have about you is wrong or needs to be updated, please contact our customer services team.
- 10.4 We will provide you with a copy of the personal data that we hold about you if you ask for it, although we may charge you a fee for this. You can also ask us to update and correct any incorrect personal information which we hold about you, which we will do free of charge.

### ***Using your information***

- 10.5 You agree that we (and our agents) may use the information and contact details you give us or use with us, and the contact details provided when you contact us, to do any of the following things:
- (a) to set up, monitor and manage your account, including carry out our rights and responsibilities under the **contract**, contact you in relation to your **energy supply**, to offer you improved services and upgrades, to transfer your account to another supplier, and share information about your account with any of our agents and other organisations and people who we use to help run our businesses (for example, **meter** readers);
  - (b) to keep to all relevant laws, regulations, industry codes and government instructions, and to deal with any complaints;
  - (c) to take a deposit, carry out credit checks, trace and recover debt, and help prevent fraud and loss; and
  - (d) to help us to improve the way we run any existing and future accounts, services and products and to tell you about improvements and new products and services.

### ***Sharing your information***

- 10.6 You agree to us sharing your information with other people or organisations where necessary for the purposes of the **contract**. This includes sharing your information with

any joint account holders or anyone you have a joint bank account (that you use to set up the Direct Debit with us). We may also exchange information between any of your **energy** accounts, and if we need to change agents (for example, **meter** readers) they may also need to share your details with the agent replacing them, and you agree to that.

### **Credit reference agencies**

- 10.7 We will check our own records and those of a Credit Reference Agent (CRA) to make a decision about the services we offer you. CRA data will include public, electoral register, shared credit and fraud prevention information. The CRA check will leave a footprint on your file which may be seen by other lenders.
- 10.8 We will share details about your application and how you conduct your account, including payment details with CRAs who will record this information. If you fail to pay your bills in full and on time, or as arranged, we will share this information with a CRA who will record the outstanding debt. CRAs may share this information with other organisations who may perform similar checks to trace your whereabouts and recover debt. Records remain on file for six years after they are closed whether settled or defaulted.
- 10.9 This information will also be used by us and others to recover debt, trace debtors and prevent money laundering and fraud. If you give us false or inaccurate information we will record this and may pass this information to organisations involved in crime and fraud prevention.
- 10.10 If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.
- 10.11 If you want to see what information CRAs have about you, you can contact the following UK CRAs who may charge you a small fee for providing the information:
  - (a) CallCredit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0330 024 7574 or visit [www.callcredit.co.uk](http://www.callcredit.co.uk);
  - (b) Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0800 014 2955 or visit [www.myequifax.co.uk](http://www.myequifax.co.uk);
  - (c) Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0344 481 0800 or visit [www.experian.co.uk](http://www.experian.co.uk).

## **11. OUR STANDARDS OF SERVICE**

### **Service levels**

- 11.1 We aim to treat you fairly and provide a service that meets your needs. We must tell you about Guaranteed Standards, which relate to:
  - The accuracy of **meters**
  - Making and keeping appointments
  - Faulty prepayment **meters**
  - Compensation payments
  - Putting supplies back on
  - Repairing prepayment **meters**
  - Changing **meters**
  - Moving **meters**

- 11.2 Where relevant we will notify you when any individual standard of performance applies to you. Our Guaranteed Standards are also available on our website (the Standards of Service page) and we will send you details of them if you request them. If we fail to meet our Guaranteed Standards (for example, by not performing a specific task or keeping an appointment) we will have to pay you a set level of compensation in accordance with our statutory obligations.

### **How to complain**

- 11.3 If you are unhappy with our standard of service you can make a complaint by contacting our customer services team via submission of the complaint form on your online account, by email to [complaint@iresa.co.uk](mailto:complaint@iresa.co.uk) or by phone on 01157270983 and we will follow our complaints procedure (which is available to view on our website (the How to Complain page) and a copy is available on request) in dealing with your complaint.
- 11.4 If you are dissatisfied with the outcome of our complaints procedure then you can refer your complaint to the Ombudsman Services: Energy as long as you have followed our complaints procedure first (see [www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy) or call 0330 440 1624).

## **12. DEEMED CONTRACT**

- 12.1 The provisions of this clause 12 apply to any period where you, as the owner or occupier, take **supply** at a **property** where we are registered as the supplier of **energy** but you have not entered into an express **contract** with us.
- 12.2 Although you have not entered into an express **contract** with us you agree that you will pay us the charges in accordance with our standard variable **tariff** (the details of which are available to view on our website (the Energy Tariffs page)) because you are receiving the **supply** of **energy** at the **property**. You will be liable to pay the charges for all **energy** supplied by us at the **property** until the **deemed contract** ends.
- 12.3 The **deemed contract** will end on the date that we cease to **supply energy** to you, or you either enter into an express **contract** with us or a **contract** with another supplier in respect of the **supply** to the **property**.

## **13. GREEN DEAL & FEED IN TARIFF SCHEMES**

### **Green Deal**

- 13.1 If you have an agreement with your current **energy** supplier for products, or services, as part of the Green Deal scheme you must ensure you inform us of this at the earliest opportunity. Failure to do this could invalidate all or part of your **contract**.

### **Feed in Tariff**

- 13.2 If you have onsite generation capability that is eligible for Feed in Tariff payments you can switch your import **energy** supply to us but we currently cannot support your Feed in Tariff. This is because we are neither a Mandatory nor Voluntary FiT Supplier. You will have to appoint a FiT Supplier separately.

## **14. NATIONAL TERMS OF CONNECTION FOR ELECTRICITY**

As your supplier we act 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 **property** 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 or phone 0207 706 5137 or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## 15. OTHER IMPORTANT INFORMATION

- 15.1 These **terms** together with our **contract letter** and any document referred to in them are the entire agreement between you and us and supersede all prior agreements between you and us.
- 15.2 The **terms** remain in force at all times. If we have not enforced a particular clause that does not mean that we will not take action in the future.
- 15.3 You and we will not be responsible for failing to keep to the **terms** of this agreement (other than any failure to pay) if that failure is caused directly by (i) circumstances beyond your or our reasonable control; or (ii) you or us doing anything which we have to do by law.
- 15.4 We can transfer all or any of our rights and legal responsibilities under the **contract** without your permission by giving you written notice. You cannot transfer any of your rights or obligations under this **contract** to another person without our prior written consent.
- 15.5 Unless expressly provided in the **contract**, no express term of the **contract** is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not party to it.
- 15.6 You agree to receive communications by email. Written notice sent by First Class post, by hand or by email will be considered delivered one day after it was sent. This will not apply to email if the sender has received a message by return saying that the email has not been delivered.
- 15.7 If a court or other governmental or regulatory authority (for example, **Ofgem**) tells us a part of the **contract** is not valid, the rest of the **contract** will not be affected.
- 15.8 The laws of England apply to this **contract**. Any disputes relating to the **contract** and all non-contractual disputes which relate to the **supply** may only be heard in the English courts.