

Nabuh Energy - Terms and Conditions for Domestic Properties

1. Introduction

- 1.1 These Terms and Conditions apply if:
- (a) You have agreed a verbal or Written contract with Us for a supply of Energy to the Property;
or
 - (b) a Deemed Contract is created between You and Us in respect of the Property.
- 1.2 The defined terms (those words or phrases which begin with capital letters) are explained in Section 21 (Glossary) at the end of these Terms and Conditions.
- 1.3 The Contract, of which these Terms and Conditions form part, is a legally binding agreement. Both You and We must keep to our respective obligations under the Contract, and We may take legal action against You if You do not.

2. Entry into the Contract

- 2.1 This Section 2 does not apply to Deemed Contracts. An explanation of the position concerning Deemed Contracts, is set out in Section 14 (Deemed Contracts).
- 2.2 You will have entered into the Contract by:
- (a) completing an application over the internet;
 - (b) completing an application over the telephone; or
 - (c) completing a paper application and posting it to Us.
- 2.3 The Contract starts when We accept your application.
- 2.4 The Contract is made up of these Terms and Conditions and the details agreed as part of Your application. We will confirm the details agreed as part of Your application in the Welcome Letter that We send You.
- 2.5 You have a right to cancel the Contract within 14 days of the date you entered into it. If You wish to cancel the Contract You must contact Us within this period of 14 days in accordance with Section 19 (Communications).
- 2.6 We have entered into the Contract in reliance on the information provided by you in your application, which You confirm is accurate. If this information changes significantly You must let Us know.

3. Transfer of Supply

- 3.1 By entering into the Contract, You confirm that You own and/or live in the Property or that You are responsible for arranging the Energy supply to the Property, and that Property is connected to the Network.
- 3.2 You also confirm that the Property is used wholly or mainly for domestic purposes. If the Property is used for business purposes You must tell Us, and We may offer you a different contract.
- 3.3 If We are already registered under the industry rules as the supplier of Energy to the Property at the time the Contract starts, then We will supply Energy to the Property under the Contract from the time the Contract starts.
- 3.4 If We are taking over from another Energy Supplier as the supplier of Energy to the Property, We will complete the transfer within 21 days after the expiry of Your right to cancel the Contract.

However, in certain circumstances (as prescribed by our Licence) we may not be able to complete the transfer within 21 days. Where this is the case, we will complete the transfer as soon as we can. We will supply Energy to the Property under the Contract from the time at which we are registered under the industry rules as the supplier of Energy to the Property.

- 3.5 From the time that We start to supply Energy to the Property under the Contract, You will become liable to pay the Charges under the Contract.
- 3.6 You must provide Us with an actual Meter reading on the day that We start to supply Energy to the Property under the Contract. If You do not do so or We do not reasonably consider the reading You provide to be accurate, We will use an estimate based on the industry rules and the last Meter reading We have.

4. Nature of the Supply

- 4.1 The Energy will be delivered to the Property by the Network Operator on Our behalf. The Network Operator is responsible for maintaining the Network and the connection of the Property to the Network, and it may cut-off the supply in accordance with the industry rules. We are not responsible for variations or interruptions in the supply of Energy.
- 4.2 We are entitled to arrange for the supply of Energy to the Property to be cut-off in certain circumstances as described in the Energy legislation.
- 4.3 Ownership of, and responsibility for, the Energy will transfer to You at the point at which the Property is connected to the Network. You must maintain the pipes and wires and other relevant equipment at the Property in a good and safe manner.
- 4.4 If You believe that there has been an **escape of gas** at the Property, you must immediately call the Network Company on **0800 111 999** and they will provide any emergency services for which You must allow them access.

5. Charges

- 5.1 The Charges include a tariff for Energy supplied, together with additional fees for particular services and activities, including Early Exit Fees, missed-visit charges, charges for late payments, charges for lost pre-payment Meter cards, charges for disconnections and re-connections, charges for testing, replacing, and moving Meters, and charges for replacement paperwork.
- 5.2 Up-to-date information describing all of the services and activities to which the Charges relate can be found on the Website, together with details of the applicable rate for each of the Charges.
- 5.3 Unless the Contract is a Deemed Contract, the Charges for the Energy supplied will initially be based on the tariff option You choose as part of Your accepted application (and can be found in the Welcome Letter).
- 5.4 We may change the Charges in accordance with our Licence and the Contract.
- 5.5 All Charges will be subject to VAT and other taxes and duties at the prevailing rates, which you must pay in addition.
- 5.6 If Your Fixed Term Period is due to expire, We will send You a Statement of Renewal Terms which explains Your options to agree another Fixed Term Period or to take a supply on the basis of no Fixed Term Period. The tariff for Energy supply differs depending upon whether or not You agree a Fixed Term Period.
- 5.7 If You owe Your previous Energy Supplier money for the period prior to the start of supply under the Contract, this debt may be transferred to us under the industry rules. If this is the case, You will pay Us the amount owed together with any reasonable administration costs We incur.

6. Billing & Payment

- 6.1 We will send You regular bills or statements setting out the Energy supplied and the Charges payable under the Contract (together with any other information required by our Licence).
- 6.2 You must pay to Us all outstanding Charges in accordance with the applicable Payment Method.
- 6.3 Unless the Contract is a Deemed Contract, the Payment Method will initially have been agreed as part of Your accepted application (and can be found in the Welcome Letter).
- 6.4 We may change the applicable Payment Method in accordance with our Licence and the Contract.
- 6.5 We will estimate Your bill if we do not have an up-to-date Meter reading. We will adjust your next bill on receipt of an actual Meter reading or if other information subsequently becomes available.
- 6.6 Where any credit amount is due to You under the Contract, we may use the credit amount to set-off against any amounts that You owe Us. Set-off will settle both the amount owed to You and the equivalent amount You owe Us.

7. Payment Difficulties

- 7.1 Information about what to do if You are having difficulty paying the Charges can be found on the Website.
- 7.2 Before or after the start of the Contract, we may assess Your circumstances, including by checking Your credit score.
- 7.3 If We are concerned about your ability to pay the Charges, We may (in compliance with our Licence):
- (a) require You to pay a reasonable deposit as security for payment of Our bills (if a non pre-payment customer)
 - (b) install a pre-payment Meter at the Property; and/or
 - (c) change the Charges or the Payment Method which apply to You.
- 7.4 If You do not pay the Charges when they are due, We may (in compliance with our Licence):
- (a) charge interest at the Bank of England base rate plus 3 percentage points;
 - (b) take any of the steps set out in Section 7.3;
 - (c) ask debt collection agencies to act on our behalf;
 - (d) take legal action against You; and/or
 - (e) cut-off the supply of Energy to the Property.
- 7.5 If We install a pre-payment Meter, We can charge You our reasonable costs for the work, and the Charges You pay via the pre-payment Meter for the Energy supplied may be higher than You would otherwise have had to pay.
- 7.6 Title in any deposit You pay Us will vest in us, but We will pay You an equal amount after the payment of Our final invoice or if We agree that a deposit is no longer necessary (subject to any amounts deducted by Us in settlement of outstanding Charges).

8. Metering

- 8.1 We will arrange for a Meter to be (or remain) installed at the Property.
- 8.2 The Meter will either belong to Us or to another entity with which we have contracted. You will not own the Meter, and will not be able to replace it with an alternative Meter.
- 8.3 You must not interfere with the Meter, and You must make sure that it is not damaged. You must compensate us for any losses or costs that we incur as a result of damage to the Meter.
- 8.4 We will ensure where possible that the Meter at the Property is read once a year.
- 8.5 If We have not taken an actual Meter reading, we will estimate Your bill based on your previous usage. If this is not available we will use industry averages to estimate Your Energy supply. If You have provided a Meter reading, we will use this unless we have reason to believe it is inaccurate.
- 8.6 You can ask for the Meter at the Property to be tested by an independent meter examiner. If You ask for a test You may be charged for the test. If the Meter is found to be inaccurate, any charges for testing the Meter will be refunded.
- 8.7 If We agree to replace or move the Meter at Your request, You will pay Us for doing so.
- 8.8 If Energy is supplied to the Property through a pre-payment Meter, it is Your responsibility to make sure you buy enough credit units. You must also keep and look after the pre-payment card (or other device), keeping it clean, safe and free from damage. If You fail to do this, We may charge You for the cost of replacing it.
- 8.9 If a Smart Meter is installed at the Property, We may use the Smart Meter to obtain Meter readings and to cut-off the Supply of Energy to the Property (where We are entitled to do so under the Contract or the Energy legislation).
- 8.10 If a Smart Meter is installed at the Property, You consent to Us obtaining, storing and using supply data from the Meter relating to periods of less than one month in duration. We will only use this data for the purposes of billing; optimising settlement and forecasting; identifying energy efficient savings and products; and the monitoring and control of potential Energy theft. You may restrict Us to obtaining, storing and using supply data in respect of periods of one month or more by contacting us in accordance with Section 19 (Communications).
- 8.11 Gas Meters measure Your supply either in cubic metres or in cubic feet. The amount of gas you are billed for depends on a number of variables such as calorific value and pipe pressure. We will convert the Meter reading into kWh in accordance with the relevant industry rules.

9. Access to the Property

- 9.1 You will ensure that we and the Network Company (or anyone authorised by us or them) is given safe access to your property at reasonable times for all reasonable purposes in connection with the supply of Energy, including reading, inspecting, maintaining, removing or replacing the Meter, or cutting-off the Energy supply to the Property where We are allowed to do so under the Contract or the relevant Energy legislation.
- 9.2 Where reasonably possible (except for Meter readings), reasonable advance written notice will be given prior to Us exercising these powers of entry. These powers of entry are subject to statutory and regulatory restrictions. Any person authorised by Us will carry and produce identification.
- 9.3 Missed-visit charges may apply if We have arranged to visit the Property and no access is granted.

10. Using and Protecting Your Data

- 10.1 We may use any information we hold about You (and other members of Your household) to manage Your account with Us. This includes using and storing Your data for: billing, payment and debt recovery; compliance with law and the industry rules; credit checking; providing information on energy efficiency and safety issues; preventing or detecting money laundering, fraud or energy theft; training and quality control; informing You of new services and products; and ascertaining whether extra care might be necessary because of Your (or a member of Your household's) age, health, disability or financial circumstances. You may have agreed to Us using data in other ways as part of Your application for the Contract.
- 10.2 You confirm that You have the consent of each member of Your household to agree Our use of data in accordance with this Section 10.
- 10.3 If We suspect that any Meters or the Energy supply to the Property has been interfered with, We will record this information on Your account and may share it with any regulatory body, Your landlord, other Energy Suppliers and any organisation tasked with assisting in reducing fraud and energy theft. This may include recording sensitive personal information such as any criminal offences that You may have been accused of. We may also use this information to help Us make decisions in relation to Your payment arrangements and any products or services that We may offer You in the future.
- 10.4 We will take appropriate technical and organisational measures against unauthorised and unlawful processing, accidental loss, destruction or damage to the information We hold on You. We will not pass the information we hold on you outside the European Economic Area (EEA) without obtaining Your consent or putting in place other appropriate safeguards but the persons with whom We share Your information may hold or transfer this information outside the EEA, where it may be less securely protected.
- 10.5 If you send us proof of identification, you are entitled to have a copy of the information we hold on you. We may charge an administration fee for this. For further details, please contact Us in accordance with Section 19 (Communications).

11. Changes to the Contract

- 11.1 We may, without Your consent, amend the Contract in any way by giving You prior notice of the amendment.
- 11.2 However, We will not amend the rate of the tariff You pay for the supply of Energy if We have agreed a Fixed Term Period during which We said that We would not change Your tariff (unless Section 11.4 applies).
- 11.3 If We give You notice of an amendment to the Contract that is (or is likely to be) to Your disadvantage (including if We increase the Charges), then We will not make the amendment if, within 30 days of Our giving You notice of the amendment:
- (a) You end the Contract and transfer the Property to a new Energy Supplier; or
 - (b) You entered into a new Contract with Us.
- 11.4 We may amend the provisions of the Contract to meet legal and/or regulatory requirements, or as a result of any changes in law or to our Licence or the industry codes which increase Our costs. We can make such amendment by giving you notice of them.

12. Ending the Contract

- 12.1 If You are selling or leaving the Property, you must give Us at least two working days' prior notice of the date You are selling/leaving. The Contract will then end on the date so notified. If You do not give Us the required notice, the Contract will end on the date on which any other person begins to take a supply of Energy at the Property. Where You have given Us notice to end the Contract, but another owner/occupier has not begun to take an Energy supply, then the Contract will continue.

- 12.2 You can also transfer the Property's supply of Energy to another Energy Supplier at any time by giving us prior notice. However, We can stop this transfer to another Energy Supplier if You owe Us money under the Contract. Where You have given Us notice to end the Contract, but another Energy Supplier has not become registered under the industry rules as responsible for the Energy supply, then the Contract will continue.
- 12.3 Where the Contract ends during a Fixed Term Period, You must pay Us the Early Exit Fee.
- 12.4 We may end the Contract if You have failed to pay the Charges, if You have failed to comply with another important requirement of the Contract, or if You have failed a credit check.
- 12.5 The Contract will automatically end if Ofgem requests another supplier to provide Energy to the Property under the supplier of last resort scheme set out in our Licence.
- 12.6 You must provide Us with a Meter reading at the end of the Contract. If You do not do so, We will estimate the Meter reading.
- 12.7 If the Contract ends for any reason, You and We will not lose any rights we already have (for example, to claim any money that is owed in respect of the period of the Contract).
- 12.8 We will aim to send You a final bill within 6 weeks after the end of the Contract, but this will be subject to reconciliation if further information subsequently becomes available.

13. Liability

- 13.1 We are liable for death or personal injury caused by our negligence, and for any other liabilities that cannot be limited as a matter of law.
- 13.2 We will not be liable to You under or in connection with the Contract for:
- (a) any loss incurred due to circumstances outside of our reasonable control;
 - (b) any economic loss or loss of profit, income, use, goodwill, contract or business;
 - (c) any loss which was not or could not be reasonably anticipated by you or us when the Contract was entered into; or
 - (d) any loss or damage arising from any interruption in or to the supply of Energy (including loss of or damage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems).
- 13.3 If We are liable for any loss or damage under or in connection with the Contract, Our liability to You shall be limited to £1,000,000 for each event (or series of connected events) in any 12 month period.
- 13.4 In the case of loss or damage caused by a Network Operator, Our liability to You will not exceed the amount that We are entitled to recover from the Network Operator in respect of that loss or damage.

14. Deemed Contracts

- 14.1 A Deemed Contract will automatically have been created between You and Us, in accordance with the applicable Energy legislation, if (i) You own or occupy the Property; (ii) we supply Energy to the Property; and (iii) We do not have a contract with any other person for the supply of Energy to the Property.
- 14.2 Where a Deemed Contract applies, these Terms and Conditions will apply to the supply of Energy to the Property, but:
- (a) the Contract will start in accordance with the applicable Energy legislation;
 - (b) the charges payable by you for the Energy will be those described on the Website as applying to Deemed Contracts;

- (c) the Payment Method will be payment by cheque or card payment monthly in arrears (or by pre-payment Meter where one is fitted);
- (d) We will confirm any other relevant details in the Welcome Letter; and
- (e) the Contract will end when You or someone else enters into a Written Contract for the supply of Energy to the Property (either with Us or another Energy Supplier).

15. Green Deal

- 15.1 We are not a Green Deal Licensee and are not permitted to supply electricity to any Property which is subject to a Green Deal plan. You agree to let Us know before agreeing the Contract with Us if this is the case. This Contract will not apply to any Property which is subject to a Green Deal plan and We will not be obliged to supply electricity to that Property.
- 15.2 If We have already begun to supply electricity to a Property which is subject to a Green Deal plan, You must agree a contract with a new supplier which is a Green Deal Licensee for the supply of electricity to that Property as soon as possible. You agree to pay Us any Charges due to Us for the electricity already supplied to that Property.
- 15.3 We will only collect Green Deal charges under the Contract that become payable after the date We commence supplying electricity under the Contract. Once We stop supplying electricity to the Property, you remain liable under the Contract for the Green Deal charges incurred during the period in which We supplied the Property with electricity. Despite the Contract ending, while You are the Green Deal bill payer under the Green Deal plan, You will remain liable for the Green Deal charges.
- 15.4 If You do not pay the Green Deal charges, We will have the same rights as if You owed us any other Charges.

16. Feed-in Tariff

- 16.1 In accordance with our Licence, We confirm that we are neither a Mandatory FIT Licensee nor a Voluntary FIT Licensee (as those expressions are defined in our Licence).

17. Electricity Terms of Connection

- 17.1 This section only applies to the supply of electricity. We are acting on behalf of Your Electricity Network Operator to make an agreement with You. The agreement is that You and Your Electricity Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the date that You enter into the Contract and it affects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which Your Electricity Network Operator delivers electricity to, or accepts electricity from, Your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If You want to know the identity of Your Electricity Network Operator, or 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 or phone 0207 706 5137 or see the website at connectionterms.co.uk.

18. General

- 18.1 The Contract constitutes the whole and only agreement between You and Us relating to the supply of Energy to the Property. You acknowledge that You have not relied on any statement or promise made by Us which is not set out or referred to in the Contract.
- 18.2 You hereby appoint Us as Your agent for the purpose of obtaining Your supply number or other relevant information from your Network Company. You also authorise Us to obtain and use any

information Your previous Energy Supplier has about the supply of Energy to the Property or the Meters at the Property.

- 18.3 You consent to Us transferring Our rights and obligations under the Contract to another Energy Supplier in the future. If we do so, We will notify You and Your rights will be unaffected. You cannot transfer any of Your rights and obligations under the Contract without our Written permission.
- 18.4 If We delay in taking action when You breach the Contract, We will still be entitled to take action to enforce a similar (or any subsequent) breach of the Contract.
- 18.5 If any part of the Contract is declared invalid by a court or regulatory authority, the validity of the rest of the Contract will not be affected.
- 18.6 Where more than one person enters into the Contract with Us, each such person shall be jointly and severally liable under the Contract.
- 18.7 No provision of the Contract shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.8 In the Contract any references to:
- (a) We/Us/Our includes references to Our employees, agents and contractors;
 - (b) laws and industry rules includes references to those laws as modified, amended, extended or re-enacted from time to time;
 - (c) Sections are references to the sections of these Terms and Conditions;
 - (d) the singular include references to the plural (and vice versa);
 - (e) the terms 'include' and 'including' are without limitation to any other matters being included in or covered by the relevant provision; and
 - (f) person or persons or other entities, are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.

19. Communications

- 19.1 We can contact You at any of the Property addresses, or any other address You give Us for this purpose.
- 19.2 You can contact Us at the addresses set out below, or any replacement addresses that We notify to You:
- Customer Services Manager, Nabuh Energy Limited, PO BOX 5862 or via our customer services on 0330 041 4902 Mon – Fri 9am – 8pm. Or email customerservice@nabuhenergy.co.uk
- 19.3 Any communications You send Us will only be valid if You include Your customer reference number (or, if You do not have a customer reference number, the reference number by which Your Meter is identified and the Property address).

20. Complaints and Disputes

- 20.1 Details of the service quality levels we aim to provide, and of the compensation we will pay you if we fail to do so, can be found on the Website in Our Customer Promise document.
- 20.2 Details of Our complaints procedure can also be found on the Website. Where We are unable to resolve the matter to Your satisfaction, You may refer the complaint to the Energy Supply Ombudsman (www.ombudsman-services.org/energy). Independent advice can also be sought

by contacting the Citizens Advice – Energy service on its website at <https://www.citizensadvice.org.uk/consumer/energy>. Further details are set out in Our complaints procedure.

- 20.3 If the Property is in England or Wales, this Contract shall be governed by the laws of England and Wales and any disputes arising from or in connection with this Contract shall be dealt with by the courts of England and Wales. If the Property is in Scotland, this Contract shall be governed by Scots law and any disputes arising from or in connection with this Contract shall be dealt with by the Scottish courts.

21. Glossary

Charges – all the fees, charges and other amounts You must pay to Us under the Contract.

Contract – the agreement between You and Us, as described in Section 2 (Entry into the Contract).

Deemed Contract – see Section 14 (Deemed Contracts).

Early Exit Fee - the fee that You must pay if the Contract ends before the end of any agreed Fixed Term Period.

Energy - electricity or natural gas (or both), as agreed between You and Us for the purposes of the Contract.

Energy Supplier – a supplier of Energy licensed by Ofgem.

Fixed Term Period – the period of time which You have agreed to take a supply of Energy from Us under the Contract to avoid any Early Exit Fees.

Licence – our Energy licence granted by Ofgem.

Meter – a device for measuring the amount of Energy supplied to a Property, including all associated communications and other equipment.

Network – the network of the Network Company.

Network Company – the company licensed by Ofgem to operate the Energy network local to the Property.

Ofgem – the energy regulator for Great Britain.

Payment Method – pre-payment via a pre-payment meter, or payment by monthly direct debit (either in advance or arrears) or by cash or cheque fortnightly, monthly or quarterly (in each case, either in advance or arrears).

Property – the premises to which We have agreed to supply Energy under the Contract.

Smart Meter – a Meter which allows for remote meter reading of electricity usage.

Statement of Renewal Terms – a written statement We will give You which explains Your options at the end of a Fixed Term Period.

Terms and Conditions – this 'Terms and Conditions' document.

We / Us / Our – www.nabuhenergy.co.uk

Website – our website at www.nabuhenergy.co.uk You can find a number of important documents relating to the supply of Energy on the Website. If You do not have access to the internet, please call us on 0330 041 4902 and we will send You copies.

Welcome Letter – means the letter we will send to you in Writing to confirm the details of the Contract.

Working Day – Monday to Friday, excluding public or bank holidays in Great Britain (or any part of Great Britain).

Written / Write / Writing – any communication in a textual format which includes letter, email, and online forms.

You / Your – the other person with which We have agreed the Contract.