Terms & Conditions Next Drive Fixed v36

1. Tariff Terms and Conditions

1.1 In addition to E.ON Next standard residential terms and conditions the following terms will apply. In the event of any inconsistency between these terms and the standard terms and conditions, these terms shall prevail.

2. Contractual agreement

2.1 This document constitutes a legally binding agreement between you ("the Customer") and E.ON Next ("the Supplier") for the provision of the Next Drive tariff.

2.2 This tariff is a fixed-term contract for a period of 12 months, commencing from the date the Customers' supply starts under this tariff.

3. Eligibility

3.1 To be eligible for this tariff the customer must:

3.1.1 Own or lease an electric or hybrid vehicle and charge it at their home. If the Customer does not meet this eligibility criteria, we reserve the right to remove them from this tariff.

3.1.2 Possess a functioning smart meter capable of transmitting half-hourly usage data to the Supplier.

3.1.3 Consent for the Supplier to obtain consumption data from their smart meter at 30 minute intervals. The Supplier will use this data to bill the Customer, provide the Customer with energy insights, suggest products and services (if marketing consent has been provided), predict energy demand, improve its products and services, reconcile energy purchased on the wholesale market (energy 'settlement'), and to help keep the smart meter working.

3.1.4 If the Customer withdraws consent for the Supplier to read the electricity consumption through their smart meter every 30 minutes before the fixed-term contract period ends, the tariff will end, and they will move to our Standard Variable Tariff (SVT), Next Flex.When the fixed-term contract period has ended, the Supplier will continue to obtain and use the smart meter data, unless the Customer withdraws consent. More information can be found at eonenergy.com/privacy.

3.1.5 Pay for your energy by monthly Direct Debit, and manage your account online.

3.1.6 If the Customer stops paying by Direct Debit, we reserve the right to end the Next Drive Tariff and switch them to our Standard Variable tariff, or another tariff of their choice.

3.2 The Customer can keep this tariff if they move house and still meet the eligibility criteria.

3.3 By entering this contract, the Customer confirms they meet these eligibility criteria.

4. About this tariff

4.1 This tariff offers electricity at a lower price during a daily defined ‘off peak’ period of 6 hours, and a higher standard rate (referred to as the “peak” rate) at all other hours of the day.

4.2 Confirmation of actual prices and off peak times will be sent to the Customer by email.

4.3 The tariff is a fixed-term contract for a period of 12 months, commencing from the date the Customer’s supply starts under this tariff.

4.4 No exit fees will apply if you decide to switch to another tariff or supplier within the 12 month period.

4.5 The prices stipulated in the Customers’ contract shall remain unchanged except under the following circumstances:

4.5.1 The Customer elects to change their tariff

4.5.2 Governmental or regulatory bodies mandate changes necessitating price adjustments, such as modifications in the applicable VAT rate. In the event of such changes, the Supplier shall provide the Customer with a notice of any resulting price adjustments

4.6 Due to the way this tariff works, the Customer's In-Home Display will keep showing how much energy they use, but they should check their account app for the most accurate, live pricing. The pricing shown on the In-Home Display may not always be an accurate reflection of their Time of Use tariff.

4.7 Next Drive tariff is a new and evolving beta product. The Supplier’s communications and the Customers’ online account may look and behave a little differently to normal as the Supplier continues to optimize the product.

5. Charges and Payment

5.1 The tariff features both peak (6 AM to 12 AM) and off peak (12 AM to 6 AM) unit rates.

5.2 The Supplier will work out electricity charges by multiplying the relevant unit rate with how many Kilowatt hours ('kwh') the Customer uses during the off-peak and peak periods, using the half-hourly readings received from the Customers Smart meter.

5.3 The Supplier will bill the Customer on a monthly basis. The bill will consist of the consumption charges calculated on the basis of the meter readings and the off-peak and peak unit rates, daily Standing Charge, and VAT will be charged at the applicable rate.

5.4 The Customer will be liable for all charges incurred under the terms of this tariff.

5.5 In the event of a technical fault resulting in the inability to obtain the Customer's usage data, or where the Customer's meter ceases communication with the Supplier's system, the Supplier will make reasonable efforts to re-request the missing Half-Hourly (HH) consumption data for a period of seven (7) consecutive days from the initial identification of the fault.

5.6 If the Supplier remains unable to collect the missing data after the seven (7) day period, the system will automatically estimate the missing volume using available read data from other periods. The charge for the estimated usage will be calculated using the product's lowest unit rate to ensure the Customer is not unduly disadvantaged.

5.7 In instances where data is missing for more than four (4) days within a consecutive thirty (30) day period, the Supplier will apply the Customer's historical consumption average to determine the charge for the uncollected data. The Supplier will also undertake a thorough investigation to identify and rectify the underlying cause of the communication failure.The Supplier will also make every effort to contact the customer throughout the investigation process to ensure transparency and resolution.

5.8 Where/if the missing data issue persists or does not meet the predefined criteria for automated resolution, the Supplier will conduct a manual intervention and ensure that billing is processed in an accurate and fair manner.

5.9 In the event the Supplier is unable to start communicating with the Customers' meter again, we will contact you to discuss the options available. If the Supplier is unable to contact the Customer, they will move them to their Standard Variable tariff (Next Flex) and let them know in accordance with the Suppliers' obligation.

6. Testing your smart meter

6.1 If the Customer is switching to the Supplier from another Supplier, E.ON Next must run test-reads of the Customer's smart meter for up to 15 days.

6.1.1 During this period, the Customer will be put on the Supplier'sStandard Variable Tariff (SVT), Next Flex.

6.1.2 If the tests are successful, the Customer's tariff begins when the tests have completed.

6.1.3 If the tests fail, the Customer will remain on SVT, and be contacted with their options, for example, to switch back to their previous supplier, choose another supplier, continue on the SVT or choose another product. On the SVT, the unit rate is the same all day (there would not be a lower off-peak unit rate(s) and time(s)).

6.2 If the Customer is already an E.ON Next Customer, E.ON Next must run test-reads of the Customer's smart meter for up to 5 days, and the Customer will remain on their existing tariff during this period.

6.2.1 If the tests are successful, your tariff begins when the tests have completed.

6.2.2 If the tests are unsuccessful, the Customer will remain on their current tariff.

7. Data Collection and Privacy

7.1. By accepting this contract, the Customer consents to the collection and use of half-hourly electricity consumption data for billing purposes and to facilitate smart charging.

7.2. All personal data collected will be handled in accordance with applicable data protection legislation and the Supplier's Privacy Policy.

8. Termination and Exit

8.1. The Customer may terminate this contract without incurring any exit fees by notifying the Supplier at any time during the 12-month term.

8.2. The Customer must give the Supplier reasonable notice before switching to a new energy supplier. Failure to do so may result in delays in processing the switch.

8.3. Upon termination, the Customer will remain liable for any outstanding payments due up to the effective date of termination.

9. Governing Law and Jurisdiction

9.1. This contract shall be governed by, and construed in accordance with, the laws of England and Wales.

9.2. Any disputes arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

9.3. The Supplier reserves the right to withdraw this tariff at any point.

Zoom EV Terms and Conditions

These terms and conditions ("Agreement") govern your access to and use of the Zoom EV platform ("Platform"), offered by [E.ON Next] ("Company," "we," "our," or "us"). By using the Platform, you agree to comply with and be bound by the terms set forth herein.

1. Access to Zoom EV

1.1. Optional Benefit Ecosystem

E.ON Next offers you access to the Zoom EV platform, an online platform providing a range of benefits related to electric vehicle (EV) services ("Benefit Ecosystem"). Access to the Benefit Ecosystem through Zoom EV is entirely optional.

1.2. Eligibility

Access to Zoom EV is available only to customers who are on our E.ON Next Drive tariff ("Tariff"). You must be on the Tariff to receive access to the Zoom EV Benefit Ecosystem.

2. Sign-up and Account Creation

2.1. New Customers

New customers will be invited to access the Zoom EV platform once E.ON Next has taken over the energy supply at the property and the customer has an active account with us.

2.2. Account Access

Upon successful sign-up and account creation on the Zoom EV platform, you will have access to the Platform for a period of 12 months, even if you change your tariff or energy supplier during that period.

3. Notification of Benefits Platform

3.1. Email Notifications

By agreeing to these terms, you consent to receive email notifications regarding the optional benefits available through the Zoom EV platform. These emails will inform you about updates, new features, and available services related to the Benefit Ecosystem.

4. Use of Platform

4.1. No Obligation to Use

You acknowledge and agree that access to and use of the Zoom EV Benefit Ecosystem is entirely at your discretion. There is no obligation to use the platform, and you may opt-out at any time as per the instructions provided on the Platform.

5. Jurisdiction and Governing Law

5.1. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

6. Miscellaneous

6.1. Amendments

E.ON Next reserves the right to amend, update, or modify these terms and conditions at any time. Any changes will be communicated to you via email, and continued use of the Platform after such changes will constitute your acceptance of the revised terms.

6.2. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.3. Entire Agreement

This Agreement constitutes the entire understanding between you and E.ON Next regarding the use of the Zoom EV platform, and supersedes all prior discussions, agreements, or understandings, whether written or oral, relating to the subject matter herein.

By using the Zoom EV platform, you acknowledge that you have read, understood, and agree to these terms and conditions.