

## **About your contract**

### **1.1 You and us**

#### **Your contract is between:**

- you, the person (or people) responsible for use of the electricity and gas (we call that energy) we supply to the domestic property, and
- us, E.ON Next Energy Limited, this will be referred to as E.ON in the rest of this document.

If you've agreed a contract with us, details of your prices and tariff terms and conditions are in the confirmation email or letter we sent you.

### **1.2 Confirmation letters**

A confirmation letter may be sent to you by letter or email to:

- give you details of your contract or a new tariff you've chosen, or
- remind you that your fixed term tariff is coming to end, or
- if you're on a variable tariff, tell you about changes to your prices or other terms and conditions

### **1.3 Your meter**

#### **1.3.1 Non-smart meters**

Some meters record energy use at different times of day separately, such as Economy 7 (E7) or Economy 10 (E10). If your meter does this, we may be able to offer you different tariffs with cheaper rates at times when other people are less likely to be using energy (off-peak). Rates for other times of day (on-peak) may be higher than the equivalent single rate tariff. If you don't use a lot of energy at night, you may be better off on a tariff with a single rate rather than an E7 or E10 tariff.

E7 provides at least seven hours of energy at a cheaper rate and E10 provides at least 10 hours. Some people may still have meters which have more than one off-peak time, or record heating use separately. These are known as complex meters and they are no longer available.

#### **1.3.2 Smart meters**

1.3.3 We may contact you at any time to offer you a Smart meter. We will arrange an appointment with you for the installation of this. If you repeatedly refuse to allow us to install a Smart Meter, you may not be eligible for our full range of products and services, which may include specific Smart Meter tariffs which may be cheaper.

1.3.4 If you have a Smart Meter that we can read without visiting your property, you agree that we can:

- Use the Smart Meter to remotely monitor your energy usage;
- Remotely repair and update the Smart Meter;
- Switch it from credit to prepayment mode or disconnect your supply (if we do this, we'll tell you before this happens);
- Collect information about how your Smart Meter is working, for example to see if it has any faults or has been tampered with;

- Use information from your Smart Meter to do certain things, such as work out your bill and tailor our services and products to suit you better. We'll only use this information to offer you products or services if you have given us your permission to do so;
- Take half hourly consumption data, provided you have agreed we can do this, or where you haven't agreed to half-hourly readings, we may take daily readings, providing we have told you in advance, or else we'll take monthly reading. We'll have explained your consent options either while your Smart Meter was being installed, or at the point we found out you had a Smart Meter already installed by a previous supplier. You can change the frequency of your Smart Meter readings at any time by contacting us. If you're on one of our half-hourly tariffs you'll need to agree to us taking half hourly meter readings to be eligible for that tariff; and
- Take a meter reading at any other time where we are permitted to by Ofgem, e.g. to provide you with a bill or investigate a query on your account.

1.3.5 We'll only use the information we collect from your Metering Equipment in line with our Privacy Policy.

1.3.6 You must tell us straight away if your Metering Equipment is damaged or stolen, stops working properly or if you think it has been tampered with.

1.3.7 You must not remove your Metering Equipment without our permission, and we may recover any Metering Equipment we have provided you with if our agreement with you ends.

## **1.4 Replacing your meter**

In some circumstances we may charge you if you ask us to replace your meter, except where it's faulty. For example, where you ask us to replace a smart meter with a non-smart meter. We won't charge you to install or remove a non-smart prepayment meter.

## **1.5 Which laws apply to your contract?**

For properties in England and Wales, the laws of England and Wales apply to this contract. For properties in Scotland, the laws of Scotland apply.

Nothing in this contract affects your legal rights.

If we decide to ignore one or more of the terms in this contract, the others still apply.

If a court decides that one or more of the terms in this contract isn't valid, the others still apply.

## **1.6 Transferring the contract**

We might transfer this contract to another company. If we do, it won't affect your rights to end the contract. We'll share your personal data with the company, so they can carry on supplying your energy.

You can't transfer this contract to anyone else without our permission.

## **Joining us and leaving us**

### **2.1 Deemed tariffs**

If you've just moved into a property or have taken over responsibility for energy used at a property, you'll automatically be in what is called a deemed contract. This means you haven't actively chosen a tariff with us so we'll supply your energy on our Standard Variable tariff until you tell us you'd like a

different tariff. Our Standard Variable tariff has no end date and the prices can go up or down at any time. We'll contact you before we put the prices up.

Contact us and we'll do a credit check to see if we've got a better tariff for you. If you do not contact us, we may switch your meter into Prepayment mode.

If you move into a property where the energy needs to be paid for in advance, you may not be able to get any energy. You'll have to pay in advance if you have a Prepayment meter or a smart meter set to collect payments in advance.

If you're a landlord we'll charge you for any energy used and any other energy-related costs while the property is empty, unless we agree something else with you.

## **2.2 Switching to us**

### **2.2.1 Changing your mind**

When you switch to us from another supplier, you've got 14 days from when you agree the contract to change your mind – this is what we call the cooling off period. You may contact us to cancel anytime within that 14 days.

### **2.2.2 Checking your credit rating**

Unless you will be paying by a prepayment method e.g. a classic prepayment meter or you have a smart meter in pay as you go mode, we may check your credit rating to understand what payment method will suit you best. We will get information about you from credit reference agencies and may also look at our records.

Depending on what the credit check says we may ask you to pay in advance, pay an upfront fee or pay a security deposit. To do this we might have to change your meter. You may lose any discounts you had as a result and may not be able to choose from our full range of tariffs.

We may also check your credit rating even if you haven't contacted us. We will inform you about it in advance.

If you moved into a property supplied by us and haven't contacted us, we may switch your smart meter into pay as you go mode.

If you don't pay us in the way and at the time we've agreed, you will go down a fast-tracked debt journey.

If you are currently paying in advance by a prepayment method and would like to change to another way of paying, we will need to check your credit rating.

### **2.2.3 Making your switch happen**

It shouldn't take more than 21 days to switch you over to us, unless:

- you've agreed a later date with us, or
- your old supplier won't let you switch. This might be because you owe them money, or
- we've had trouble getting the information we need, even though we've done everything we reasonably can to contact you, or
- something's happened which we can't control.

#### **2.2.4 Supplier of Last Resort**

If you switch to us as a result of your previous supplier exiting the market, we will take reasonable steps to carry out any agreement we make with Ofgem, which may include honouring any credit balance held on your account with your previous supplier.

#### **2.3 Ending your contract with us**

You can arrange to switch to another or supplier whenever you like. We may object if you owe us money. If your tariff has an end date, we may charge you a fee, known as an exit fee, if you switch more than six weeks before that date. Your confirmation letter will tell you about this.

#### **2.4 How we'll contact you**

Our service is designed around electronic communications (such as online, in the app, email, push messages, social media, live chat and voice). You need to tell us straight away if you change your email address, social media account or mobile phone number. If you choose not to use electronic communications, you will not be eligible for our full range of services and may not be eligible for some products. When you are ending your contract with us you need to provide us with your new address.

#### **2.5 Managing your account online**

2.5.1 Where possible you agree to manage your account online using your online account or by email.

2.5.2 If you don't have a smart meter installed you will submit monthly meter readings. You can provide readings using the link in the email we send you or using your online account. If you don't have an email or online account, you must call us. If you can't read your meter, you must get in touch and let us know. If you do not provide us with the reading, we may move you onto to a different tariff. We will also send a meter reader to your property from time to time.

2.5.3 When you join us you need to provide your date of birth and sometimes your previous address so that we can do a credit check. You need to have a credit check before choosing one of our products.

2.5.4 You'll receive a bill or statement, with notification of your next payment amount, in a pdf file format by email or a paper copy by post. If you have an online account, you'll receive your bill via email:

2.5.5 You agree, where possible, to make any changes to your Direct Debit and contract changes by email, through your online account or using the mobile phone app;

2.5.6 You'll keep your personal details (including current email address and telephone number) accurate and up to date.

2.5.7 You confirm that you're the owner or occupier of, or for any other reason have responsibility for, the Premises (or will be on the date you want your supply to start).

2.5.8 Tell us if you change your premises from domestic to business use so we can make sure you are on the correct tariff. We reserve the right to move you onto a non-domestic tariff if this is appropriate.

2.5.9 Sometimes, your online account or our online services may be unavailable because of maintenance or problems we can't control. We'll do all we reasonably can to get things working as soon as possible.

## **2.6 When we can disconnect your energy**

If you pay in advance, your supply will turn off automatically if there's no credit on the meter.

If you owe us money, we can disconnect your energy, but this is only a last resort. If you have trouble paying we'll do everything reasonable to help. If we do end up disconnecting your energy, we'll contact you to tell you.

If you've got a smart meter, we can disconnect the energy without visiting your property. For any other kind of meter, you'd have to give us access to it. If you don't, we may get a warrant and we'll charge you for that.

We, or your network operator, can also disconnect your energy for safety reasons, or if we think you've broken the law. We'll charge you what it costs us to disconnect your energy and reconnect it again.

You can ask us to disconnect the energy temporarily, for instance while building work is going on, or you can ask us to disconnect it because you don't need it anymore, for instance because you're having the property demolished. There may be a charge for this.

## **2.7 Ending your contract**

Your contract will end when:

- you switch to another supplier, or
- someone else becomes responsible for paying for energy at the property, or
- we disconnect your energy supply, or
- the energy regulator, Ofgem, orders another company to take over supplying your property.

This is very rare and the new supplier would contact you.

We can change the contract with you if:

- you get a new meter fitted by your own agent or
- you start using the property as business premises

In either of these cases, call us in advance and we'll explain what you need to do.

## **How we work out what you pay**

### **3.1 Your energy charges**

We work out your energy charges from:

- the daily standing charge(s) that apply to your tariff times the number of days, plus
- the unit rate(s) that apply to your tariff times based on the amount of energy you use

We then take off any discounts applicable and add VAT.

Sometimes, you might also have to pay for:

- leaving your contract early. Your confirmation email or letter will tell you if you have to pay an exit fee
  - replacing prepayment meter cards / keys or payment cards
  - sending copies of documents like bills or statements
  - charges for paying your bill late, getting back money you owe us or fitting a prepayment meter
  - interest on all outstanding charges which have built up
  - disconnecting or reconnecting your energy when you ask us to
  - moving, installing, reinstalling, testing or repairing a meter
  - moving the meter to somewhere else in the property
  - connecting to your local energy network
  - getting into your property to access the meter or disconnect your supply
- Any reasonable cost we incur (including administration cost) because you failed to meet the Terms and Conditions of this contract .
  - Charges we are required to pass on to our customers by law or regulation or a regulatory authority (such as Ofgem)

3.1.2 If you have an Economy 7 meter or equivalent, your electricity will be charged at two rates, a higher day rate, and a cheaper night rate. The actual times that your night rate applies will depend on where you live. Contact us if you need confirmation of the times.

3.1.3 In the event that you live in a development supplied by an independent gas transporter and/or independent distribution network operator, there may be incremental charges. Depending on your area, these can include both a fixed amount and unit charge, and we may pass these charges on to you through your account statement for payment as a part of your supply.

### **3.2 Working out how much energy you've used**

We work out your bill using a measure called kilowatt hours (kWh). We need readings from your meter to do this.

Electricity: your meter automatically uses kilowatt hours.

Gas: your gas meter measures how much gas you use in cubic metres or cubic feet. How much energy you get from that gas depends on things like gas pressure and quality, so we have to convert the cubic metres or feet into kilowatt hours. How we work this out is covered in law.

### **3.3 Using estimated readings**

We'll have to estimate how much energy you've used if:

- we don't have a recent meter reading when we're due to send you a bill or statement
- the reading we have doesn't seem to be right
- your meter's faulty, or it's been damaged or tampered with

We'll base our estimate on your previous readings. If we haven't got any readings, we'll base it on the average amount of energy someone in a property like yours uses.

If you don't agree with our estimate, you can give us meter readings through your online account or use the contact details in your confirmation letter.

### **3.4 Discounts**

Your confirmation email or letter will show what discounts you get, if any.

### **3.5 Revised bills or statements**

We may send you a revised bill or statement if we find out:

- the meter readings we used weren't accurate
- your meter wasn't working properly
- we had the wrong information about your meter

We won't ask for payment for any charges for supply of energy that could reasonably relate to more than 12 months ago, unless you've behaved unreasonably or prevented us from getting any information.

### **3.6 Green Deal**

Green Deal is a Government scheme that means a property can have energy-saving improvements fitted which are then paid for through the electricity bills for that property.

If your property has a Green Deal, you're responsible for paying the Green Deal charges. We'll collect these through your bills and pay them to your Green Deal provider. If you pay in advance, we'll collect the charges through your meter.

Green Deal charges aren't included in the prices we agree with you when you switch to us or switch to a different tariff. We'll contact you about those charges as soon as we know what they are.

### **3.7 FiT payments**

We're required to make Feed-in Tariff (FiT) payments under our supply licence. If your property's eligible, we can make FiT payments to you if:

- you've got a FiT installation which is accredited by Ofgem or the Micro Certification Scheme (MCS); and
- you get your electricity from us or from a non-mandatory FiT supplier when you apply for FiT payments

We pay what's set out in the Feed-in Tariffs Order 2012, as amended, and our electricity supply licence.

## **Paying us**

### **4.1 Paying in advance**

4.1.1 You can pay in advance by Direct Debit (DD), cash or through a Smart Meter that is switched to prepayment mode, or a prepayment meter. We may need to change your meter and you may have to switch to another tariff to pay in advance for your energy, which means you may not be able to

choose from our full range of tariffs. On Standard Variable Tariff (SVT) the price you pay for a unit of energy can go up or down. We'll tell you before we put the prices up.

We may ask you to pay in advance if we think you'll have trouble paying your bills.

If we need to change your meter you won't have to pay unless we have to move it to a different position.

If you pay in advance, we can set your meter to get back any money you owe us and what it cost us to get it back.

After we've fitted your prepayment meter, we'll agree with you whether you'll pay any amount you owe from your old way of paying in one go or whether you want to agree a payment plan to pay it off through your prepayment meter. If you pay it off in one go you must pay it within 7 working days.

4.1.2 You must top up your meter in advance to be supplied with energy;

4.1.3 You may be required to pay any extra charges for any additional services we may provide such as replacement keys, cards etc;

4.1.4 If the prepayment meter is adjusted to get back any charges that you owe, not just the costs of energy consumed. We will advise you of the proportion of each top up amount used as payment for these charges.

4.1.5 If you have a prepayment meter, you 'll be put on our Standard Variable tariff, which may be more expensive.

4.1.6 If you have to agree a re-payment plan with us, E.ON, and we believe that your financial circumstances have improved and/or you fail to keep up with the repayments we have agreed with you (for example you fail to top up your meter with credit) we will review your ability to pay and we may, where appropriate:

- ask you to pay back the total amount you owe us straight away, or
- increase the weekly rate at which you are paying back the debt (we will tell you about this before change it), or
- seek to recover that debt by an alternative means (for example we may agree another payment method with you), or
- take action against you through the courts to get back what you owe us

## **4.2 Paying other ways**

4.2.1 If you don't pay by Direct Debit and don't have a prepayment meter, you'll still be responsible for paying for the supply in full each month a different way, which you agree with us.

4.2.2 Payment is due when we bill you and we will give you a reasonable amount of time to pay (usually 7 days unless we agree something different).

## **4.3 Paying by Direct Debit**

4.3.1 We prefer you to pay by fixed monthly Direct Debit. We'll agree a monthly amount with you and we'll contact you to confirm it. We will take the first payment around the time we start supplying your energy. After that you can agree a different payment date with us as long as is it not



more than 28 days after your last payment. You can't change your payment date without agreeing it with us. We may change the amount to prevent you from getting into debt.

4.3.2 You are responsible for paying for the supply until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier. If you have entered into this Contract together with other people, each person will be jointly and individually liable for any money owed to us.

4.3.3 You should keep your account in credit and we'll track and carry the balance forward to the next month's Statement of Account;

4.3.4 We usually set your Direct Debit amount based on the amount of energy we think you'll use over the year divided by twelve unless you pay by variable Direct Debit; which means you pay your bill in full when you receive one, so the amount may go up or down each time;

4.3.5 We aim to review your Direct Debit at least twice a year and will suggest we reduce your Direct Debit if we think it's too high based on actual meter readings, or we can increase your Direct Debit if it's too low to help you avoid building up debt;

4.3.6 We will notify you at least 5 working days before the Direct Debit is due to come out of your account;

4.3.7 Your Direct Debit amount will be shown on your statement, and you should contact us if you think your bill is wrong;

4.3.8 If the amount payable is the subject of a bona fide dispute, the undisputed portion should be paid on your usual Direct Debit date. Any disputed amount should be paid via bank transfer within 7 working days of the dispute being resolved. No amounts can be offset or withheld on the monthly Direct Debit unless a credit note has been issued;

4.3.9 We reserve the right to refuse to process any transaction we believe to be fraudulent or suspicious.

4.3.10 We normally ask for payment one month in advance but based on your credit history, which we get from a credit reference agency, we may need you to pay a security deposit. We won't require you to pay a security deposit if you are on a prepayment Meter or have a Smart Meter installed which we operate in prepayment mode.

4.3.11 If you agree to pay your energy charges by Direct Debit but that arrangement fails due to insufficient funds, we will let you know and re-present the automated instruction within 5 working days. If your bank still won't pay us, or if you tell us you don't want to pay by Direct Debit any longer, we'll change the way you pay. We'll give you nine days' notice, then we'll start sending you bills instead of statements. You'll have to pay these within 7 days. We may transfer you to the non-Direct Debit version of your tariff (which may not have the same beneficial rates or charges as applied to the original version of your tariff) and will give you notice of any change to the terms of this agreement. If your tariff does not have a non-Direct Debit version, we may transfer you to the non-Direct Debit version of our standard tariff. In either of these cases your monthly payments may not be enough to pay for your usage and then there may be an outstanding balance due for payment immediately.

4.3.12 We will follow the rules for the Direct Debit Guarantee.

#### **4.4 Other payment terms**

4.4.1 During your contract we may review the amount of the security deposit you paid us based on your circumstances.

4.4.2 If we have agreed to supply you so long as you pay us a deposit or pay us in advance and you don't do this, we reserve the right to end this contract. If that happens, you'll be supplied under a Deemed Contract unless we agree a different contract with you.

4.4.3 If you request a refund of credit on your account, you must have provided us with a meter reading within 14 days of your request, unless you have a Smart Meter that we can collect readings from remotely. If it is a final bill you must also have provided us with a forwarding address.

4.4.4 We will not try to recover charges for your Energy that are older than 12 months unless we have already tried to recover these charges, or you have behaved obstructively or unreasonably.

4.4.5 If you have an account with us, we will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e. you have not paid us and are in breach of your contract) 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 as a default on your credit file.

#### **4.5 Changing how you pay**

You can ask us to change the way you pay at any time. Sometimes you may also need to change to a different tariff. If we agree, we'll confirm the changes to your contract and tell you when they start. Your standing charge may change. We may change how often we send your bills. We'll contact you about this.

If you want to change from paying in advance to another way of paying, you may need to let us check your credit rating.

#### **4.6 What we pay off first**

We'll use what you pay us to pay off your energy charges, then your non-energy charges. We'll pay off the oldest charges first. If you've got more than one account with us, we'll decide which account to make the payment to, unless we've agreed a payment plan for a specific account.

#### **4.7 If you're having trouble paying**

If you're having trouble paying, please see your confirmation letter for how to contact us. We will seek to understand your current circumstances and ability to pay. We may be able to:

- Offer a suitable payment arrangement
- Offer to install a prepayment meter to manage your supply
- Offer, where appropriate, to deduct payments from eligible benefits
- Offer advice on how to use less energy
- Offer to use any credit you hold on another account with us to offset any balance that has accrued

We will continue to offer the services above where, following direction from Ofgem, another company takes over supplying your property.

If following reasonable attempts to make available the services above, we have been unable to agree a resolution, we will commence activity to recover what you owe and may charge you what it costs us to get back the money you owe us in a proportionate way.

#### **4.8 If you don't pay us as we've agreed**

If you don't pay us in the way and at the time we've agreed we may:

- 4.8.1 Offer you a payment plan which suits your circumstances;
- 4.8.2 Need you to pay your account up to date and we may change your Direct Debit arrangement so that it takes the full amount of your bill each month plus any debt you owe us rather than just a fixed amount;
- 4.8.3 Change the amount of your fixed Direct Debit or change the prepayment meter payments to get back the money you owe us;
- 4.8.4 Install a prepayment/PAYG meter or switch your existing meter into PAYG mode;
- 4.8.5 Provide information about your non-payment to credit reference agencies, which may affect your ability to get credit in the future;
- 4.8.6 Take legal action;
- 4.8.7 Refer your account to a debt collection agency or sell your debt to another company;
- 4.8.8 We may charge you to get back the costs of collecting payments from you, especially all costs we have to pay to get back the money you owe us, including bank charges due to cancelled or failed payments, the cost of visiting you, including through any debt collection agency, getting a Warrant of Entry from a Magistrates Court to get access to our meter and installing a meter in prepayment mode, cost of finding you if you have moved and not given us a forwarding address;
- 4.8.9 We may also charge interest at the relevant time on all outstanding charges from the date the charges first became overdue until the date you make payment of such charges;
- 4.8.10 If you don't pay your bill in the way and at the time we've agreed or we believe that you are at risk of failing to make the payments that you owe us, we'll work out your ability to pay and we may ask for payment out of any benefits you may be getting.

#### **Moving home**

##### **5. Moving out**

- 5.1 If you're not responsible for the property anymore, you need to tell us. Otherwise we'll keep charging you until someone else takes over responsibility for the energy.
- 5.2 Within 14 days of your move, provide us with a final meter reading and your new address so we can send you a final bill or any credit we owe you. If you've got a smart meter, we can take a reading ourselves. We can also clear your data from the meter and the Smart Energy Display. Make sure you leave the Smart Energy Display behind.
- 5.3 We'll do everything reasonable to send you your final bill or statement within six weeks of you moving out (or of us finding out you've moved). You'll need to pay it within 14 days of us sending it unless we agree something else with you. We'll use your final reading. If you haven't given us one, we'll use the new occupant's reading or, if we don't have that, our own estimated reading.

5.4 If you have a credit on any E.ON account when you move, we may use it to pay off a debt on any other account you have with us. This might be for a different fuel or property. We'll pay you anything that's left so make sure we have your new address.

5.5 If you move out of a property with Green Deal charges due, you'll have to pay those charges up to the date you move out, on top of anything else you owe.

### **If you wish to leave**

#### **6. Switching supplier**

6.1 If you switch supplier, we'll do everything reasonable to make the switch happen within 21 days of the new supplier telling us.

If you have a smart meter, it might not work with your new supplier. Talk to us or your new supplier about this.

We'll do everything reasonable to send you your final bill or statement within six weeks of you switching. You'll need to pay it within 14 days of us sending it unless we agree something else with you.

If subsequent information becomes available, and we need to correct an error in your final bill, we will do this as quickly as we can.

We can stop you switching if you owe us money. If you pay in advance you can switch as long as you owe £500 or less for each fuel. Both you and your new supplier would have to agree to move the debt over to them.

If you've been paying in advance through a smart meter we'll change your meter to credit mode (that means paying after you've used energy or 'in arrears', not in advance). We'll clear the settings on your meter and Smart Energy Display at about midnight on the day your switch happens.

Your new supplier will start collecting any Green Deal charges you owe on your new property.

If you have a credit on any E.ON account when you've switched, we may use it to pay off a debt on any other account you have with us (for example for a different fuel or property). Any remaining credit will be paid to you as long as you gave us an up to date meter reading.

6.1.1 If you do choose to switch supplier all outstanding amounts will need to be paid.

6.1.2 We may end this Contract immediately if:

- You are in material breach of the Contract;
- You did not pay us what you owe us when we asked; and
- You no longer own or occupy the Premises; and
- We no longer have the relevant licences to supply your Energy.
- Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the Energy in relation to the Premises.

### **About the energy we supply you**

#### **7.1 Renewable electricity**

All of the electricity we supply to you will be backed by renewable certificates, as evidence that we've generated or purchased electricity from renewable sources such as wind, solar and biomass. However, if for any reason, and at any time, we're unable to obtain sufficient renewable certificates to match your supply, we may have to start to supply all or part of your electricity from a non-renewable source.

## **7.2 Standards of service**

Energy is delivered to your meter by your local network operator. You can call them on 105. You'll find details about them on your bill or statement.

Things can happen that can't be controlled by them or by us. For instance, your electricity or gas might be of lower quality than usual.

## **7.3 Electricity National Terms of Connection**

We're 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'll 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 in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your property.

If you want to know who your network operator is, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, phone: 0207 706 5137 or see [connectionterms.org.uk](http://connectionterms.org.uk).

## **7.4 Emergencies**

If anyone living in your property has a serious medical condition or a disability, let us know. Where appropriate, we'll tell your network operator, so they can try to make sure you can still use essential equipment if there's a loss of supply.

In a gas emergency, we or your network operator might ask you to turn down gas appliances or stop using gas altogether. You'll need to follow any instructions we give you.

Sometimes your gas might be turned off because there's not enough available in the network. This is called a gas deficit emergency. It's rare, but if it happens you might qualify for compensation. It'd be worked out in line with a document called the Uniform Network Code. We'll add the payment to your account as soon as the people who run the gas transmission grid tell us we should.

## **7.5 Meter faults and problems**

If you think your meter is faulty, contact us using the contact details on our website so we can test it. You pay for the test, but if the meter does turn out to be faulty, we'll refund you. Until we've fixed the fault, we'll estimate how much energy you've used.

## **7.6 Getting access to your meter**

You must let us, anyone we authorise, or your network operators, have access to your meter at any time. This'll be in normal working hours unless it's an emergency or we've agreed a time with you. We'll also take as much care as we can while we're in your property.

We need to inspect your meter regularly to check it's safe and working properly.

If you don't let us have access to your meter, we can charge you our costs. That could include the cost of a warrant.

### **If you are not happy with our service**

#### **8. Complaints**

8.1 If you haven't received the service you'd expect, you can contact us and we'll follow the complaints policy on our website.

8.2 If you need independent advice at any time you can contact Citizens Advice by phone on 0808 223 1133 or visit their website at [www.citizensadvice.org.uk/energy/](http://www.citizensadvice.org.uk/energy/). Their service is free, independent and confidential.

8.3 When you send a formal complaint, we will do everything in our power to resolve the issue.

8.4 If we can't agree on a solution with you, we'll write to you to explain our position and our best offer. This is known as a deadlock letter.

8.5 If you don't want to accept the suggestion in the deadlock letter, or if the issue has dragged on for more than eight weeks, then you can refer the issue to the Energy Ombudsman.

They offer a free and impartial service that sorts out disputes between energy companies and customers.

You can get in touch with the Ombudsman by:

- phone on 0330 440 1624
- email at [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org)

What they decide is legally binding for us, but not for you.

8.6. We'll put details of any changes to our complaints process on our bills, statements, and website.

8.7 If you bought your energy online, you could use the Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/consumers/odr/> to try to settle the dispute by completing the online form. Please do not do this until you have followed our internal complaints process as set out above. As part of the ODR process we need to agree with you which dispute resolution body needs to hear your complaint. If we cannot agree then your complaint will not be processed further - please see the site for more information.

#### **Other responsibilities**

##### **9.1 Our responsibilities**

We're not liable for:

- any harm to you, which we couldn't have expected when we agreed your contract
- any damage you suffer that's outside our control, whatever caused it

If the network operator causes you loss or damage, we'll only be responsible for what we're entitled to get back from them on your behalf.

The maximum we or the network operator can pay in any one year (January to December) for any incident, or related series of incidents, is £1,000,000. That limit doesn't apply if someone's died or been injured, or if the law doesn't limit liability.

## **9.2 Your responsibilities**

You're responsible for all energy you use at the property, paying bills in line with this contract and taking care of the meter. If more than one person's responsible for using electricity and gas at the domestic property, you'll all be responsible – as individuals or together – for paying your bills.

You are responsible for paying for the supply until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier. If you have entered into this Contract together with other people, each person will be jointly and severally liable for any money owed to us. You will all become each others' financial associates which will be recorded on your credit report and may affect your credit score in the future.

You must take care of the meters at the property, including making sure they're protected from the weather. You're responsible for making sure there's a meter box or cover for the meter or replacing them.

You must let us know straight away if you think your meter's damaged or if you think it's been tampered with. If the damage is your fault or caused by your negligence, we'll charge you for repairing or replacing the meter. We can prosecute anyone responsible for damaging or tampering with metering equipment.

It's illegal and dangerous to interfere with our equipment, or the network operator's, for example to steal energy, or try to.

If you've got a smart meter, you must not let anything stop it communicating with us.

## **Personal data**

### **10.1 Processing your data**

For the purpose of supplying you with energy under this contract E.ON will be the 'data controller'. This means E.ON UK plc, and the companies owned by E.ON UK plc who provide energy and related products and services. For further information on how we'll process your personal data please see our privacy notice ([eonenergy.com/privacy](http://eonenergy.com/privacy)) which we'll amend from time to time.

### **10.2 Your rights**

You've a number of rights which relate to the access to and control of your data. These are also set out in our privacy notice.

## **Terms for fixed term tariffs**

### **11.1 About these tariffs**

11.1.1 Some tariffs are only available if you pay by Direct Debit and manage your account online. This will be confirmed when you agree your contract and also confirmed in your welcome letter.

11.1.2 You agree to the installation of a Smart Meter, where eligible. You still qualify for this tariff if you already have a smart meter installed or it's not currently possible to install a smart meter at your property.

11.1.3 If your tariff has an end date, we might charge you a fee, known as an exit fee, if you switch more than six weeks before that date. Your welcome letter will tell you about this.

## **11.2 About your prices**

Your prices are shown in your confirmation letter. These prices and your terms and conditions will stay the same until the end date shown in your confirmation letter, unless:

- you stop paying by Direct Debit, or a Direct Debit payment fails
- you do not provide us with your meter reading – you owe us money and we switch you to paying in advance
- a law or regulation means we need to make a change (like VAT changes)
- we had to end the contract due to your not adhering to what we agreed – the Government or our regulator (Ofgem) tells us to change our prices

You can arrange to switch to another of our tariffs or to another supplier at any time without giving notice, but if you switch supplier before we send you your renewal notice we may charge you an exit fee. See your confirmation letter for details.

11.2.1 If you change your payment method then your standing charge and unit rate may increase and you may lose any discounts associated with the tariff.

11.2.2 If you don't pay for your energy as agreed you may be moved onto our Standard Variable tariff, this may mean your prices increase.

## **11.3 What happens at the end date**

At the end date, if you haven't switched supplier or agreed a new tariff with us, unless you choose to move onto a new Fixed Rate Tariff, Variable Rate Tariff or Time of Use Tariff, subject to availability and at our discretion, we will automatically transfer you to either:

11.3.1 The cheapest Variable Rate Tariff; or

11.3.2 A Relevant Fixed Term Default tariff that is cheaper than (or as cheap as) our cheapest Variable Rate Tariff with no exit fees, in each case calculated based on our estimate of your annual energy usage and as appropriate for your payment method, meter type and other relevant account arrangements.

11.3.3 If you move onto a new Fixed Rate Tariff when your previous Fixed Rate Tariff ends, we'll start a new contract based on the new Fixed Rate Tariff on the date the old one ends.

Prices on our standard variable tariffs can change at any time but will never be more than the cap set by Ofgem. We'll contact you about six weeks before your end date with all the details about the tariff we'll switch you to.

11.3.4 If you switch supplier or switch to another tariff our price protection rules may apply, this means you can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.



However, if you owe us money we may stop you from switching supplier – we'll let you know. If you pay the money you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.

## **Terms for our Standard Variable Tariff**

### **12.1 About this tariff**

Your prices are in your confirmation letter. We can change the prices, or these terms and conditions, at any time. Prices on our standard variable tariffs will never be more than the cap set by Ofgem.

Our Standard Variable Tariff doesn't have an end date. You'll stay on this tariff unless you switch to another of our tariffs, or switch to another supplier. You don't need to give us any notice, and we won't charge you an exit fee to leave.

### **12.2 Putting up our prices or changing these terms in a way that makes you worse off**

If we increase our tariff prices or change our terms and conditions in a way that's less favourable to you, we'll contact you before the changes take effect. If you don't want to accept the changes, you can switch to another of our tariffs or another supplier and our price protection rules may apply.

You can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.

However, if you owe us money we may stop you from switching supplier – we'll let you know. If you pay the money you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.