

All you need to know about joining Ovo

Available tariffs

We have three simple tariffs: *Better Energy* and *Better Energy (Fixed to June 2016)*, which both include 15% renewable energy, and *Greener Energy*, which increases the amount of renewable energy to 100%. With all tariffs you receive 3% Ovo Interest Rewards on credit balances and our Fair Price Pledge. The prices of our tariffs are fixed for 12 months unless otherwise stated. Customers who choose to manage their account solely through our online portal will receive an annual discount of £30 per fuel (calculated as £0.0822/day). This discount is available on all three tariffs. If this discount is selected the name of the energy plan the customer will receive becomes *Cheaper Energy*, *Cheaper Energy (Fixed to June 2016)* and *Greener Energy (Online)* respectively. All other customers will have free access to our UK-based customer service team. There are two different ways in which you can pay, by Standard Direct Debit (the same recommended amount each month) or by Flexible Direct Debit (which gives you more control over the amount you pay, provided you stay in credit).

What is Standard Direct Debit?

- We work out your Standard Direct Debit by taking the amount of energy we estimate you will use in the year and dividing this by 12 to get your monthly amount.
- We will review your recommended Direct Debit amount on an on-going basis in light of how much energy you're using and your account balance.
- We will always contact you if your Standard Direct Debit is about to change, giving you at least one week's notice.

What is Flexible Direct Debit?

- Flexible Direct Debit works in the same way as our Standard Direct Debit, but it gives you more control over your energy bills: you can choose how much you pay each month within limits set by us.
- We'll recommend an amount to pay based on your estimated average usage and current account balance.
- We'll set your limits so that you can choose to pay between 75% and 150% of this recommended amount.
- If your account goes into debt we will automatically increase your Direct Debit in the following month to make up the shortfall, but we will never take more than 150% of the recommended amount.
- You will be able to select the monthly amount you wish to pay after you have received your first statement; this will be around 4 to 6 weeks after we have started to supply you with energy. Up until this time we will set your Direct Debit at the recommended amount. We will review your recommended amount on an on-going basis in light of how much energy you're using and your account balance.
- The amount you pay on a Direct Debit will be shown on your statement and online at least 10 working days before it's taken.

For both Flexible Direct Debit and Standard Direct Debit

- We will collect your Direct Debit **in advance** each month for the energy you use (note: if you don't provide us with regular meter readings we will need to estimate your energy usage). The date of your payment is shown on your agreement; if you'd like a different date, please contact us.
- If for any reason we're unable to collect your payment, we'll try again after 10 days. If you miss a payment we will charge you £15 for the first missed payment and £25 for each missed payment after that.
- If you join us in the winter months your recommended amount will initially be 25% higher than it would be if you switch to us in the summer. This is to cover the increased amount of energy you use over the colder months. If you pay by Standard Direct Debit we'll review your payments in the spring. You will need to give us meter readings every 90 days. This will help us to make sure your statements are accurate.

How does the Online Account Management Discount work?

The discount is our way of giving you the lowest possible price for your energy. We do everything we can to keep our cost of serving you to an absolute minimum. To get this discount you must use our simple and easy online service (My Ovo), or our Ovo app, to manage your account online (for example, to view your statements, update your personal details or renew your contract). The discount is £30 per fuel per year (calculated as £0.0822/day), and is capped at £60 per year if you have two fuels or more supplied by us.

If you decide at any point that you would like the increased flexibility of managing your account over the phone, we will no longer give you the discount.

Your statements

We'll email your statements to you – it's our way of being greener. If you'd prefer paper statements we can arrange this once we start supplying you. This will cost an extra £20 for the year. If you choose this option you will not be eligible for the online account management discount.

You should read the full terms and conditions which govern the agreement between us.

1 Definitions

- 1.1 **'the agreement'** is the agreement you enter into with us for us to supply the services to the property.
- 1.2 **'cool off period'** means the seven working days from the date shown in your welcome letter. During this period you can cancel your request for us to take over the supply of gas or electricity (or both) to the property.
- 1.3 **'Flexible Direct Debit'** is an amount of Direct Debit you set each month within the limits we set.
- 1.4 **'the property'** is the address you want us to supply the services to.
- 1.5 **'the services'** means the gas or electricity supply, or both, we provide to the property.
- 1.6 **'Standard Direct Debit'** is the amount we suggest your monthly Direct Debit payment is set at to cover the cost of the energy you use, and to ensure your account stays in at least one month's Direct Debit amount worth of credit at any point.
- 1.7 **'us' 'we'** means Ovo Energy Ltd (company number: 06890795) whose registered office is The Core, 40 St. Thomas Street, Bristol BS1 6JX.
- 1.8 **'Simpler Energy tariff'** is our variable tariff where the price you pay for each unit of energy and your standing charge is subject to change. This tariff still incorporates 15% renewable energy. If our Online Account Management Discount is selected with this tariff, the name of the energy plan will become *Simpler Energy (Online)*.
- 1.9 **'you'** means the customer.

2. Your agreement with us

- 2.1 You have an agreement for us to supply the services to the property, at the agreed prices, for the defined fixed period from the date your supply begins (or the date we start to provide either gas or electricity, whichever starts first, if you are a dual fuel customer and the dates for gas and electricity are different).
- 2.2 You can cancel this agreement at any time within the cool off period without having to pay a termination fee.
- 2.3 All prices, start dates and so on will be quoted in your welcome letter.
- 2.4 Subject to 2.5 below, you can change supplier at any time during the agreement, although you will have to pay a termination fee of £30 per fuel (£60 for dual fuel agreements).
- 2.5 You can only change supplier during your agreement if you do not owe us more than £200.
- 2.6 The price of each unit of energy, as quoted in your welcome letter, is the price we will charge you for the period of your agreement.
- 2.7 If you move home during the agreement and receive the services from us at your new home, you will not have to pay the termination fees in clause 2.4, but your existing tariff rates may not be available at your new home.
- 2.8 You agree to keep your account in credit at all times if you pay by Standard Direct Debit, to stay on your current contracted rates, if not we may transfer you to our *Simpler Energy* tariff. If you pay by Flexible Direct Debit and your account balance is negative we will increase your direct debit in the following month.
- 2.9 If you have signed up to a tariff where there is a single rate for energy used at any time of the day or night, and your meter details show you have a meter that measures units at two different rates, we can change your tariff to be in line with your meter.

3. The length of your agreement

- 3.1 These terms and conditions govern the agreement between you and us. By entering into the agreement with us you confirm that you:
 - a. agree to keep to these terms and conditions; and
 - b. live in, or have responsibility for, the property, and that it is connected to mains gas or electricity (or both);
 - c. are a domestic customer; and
 - d. will be using the gas or electricity (or both) for domestic purposes only.
- 3.2 The agreement will begin on the date that:
 - a. you agree over the phone that you want us to supply the services to you;
 - b. you sign an agreement with one of our representatives;
 - c. we receive your filled-in application asking us to supply the services to you; or
 - d. you confirm on our website that you accept these terms and conditions,whichever happens first.
- 3.3 If you have not entered into an agreement for us to supply the services, but we already supply the property you live in or have responsibility for, you will be considered to have agreed to these terms and conditions from the time:
 - a. you start living in the property;
 - b. your tenants move out of the property; or
 - c. you begin receiving the services under the *Simpler Energy* tariff,whichever happens first.

- 3.4 We will complete the transfer of your services within 21 days of the end of your cool off period, unless one or more of the following issues arise:
- a. you cancel the agreement within the cool off period,
 - b. you request that we transfer your services on a later date,
 - c. your current supplier objects to the transfer of your services to us,
 - d. we do not have all of the information required to complete the transfer of your services despite having taken all reasonable steps to obtain the missing information,
 - e. you are currently supplied through a private network and a specific issue has arisen relating to this situation, or
 - f. we are prevented from completing the transfer of your services due to any other circumstance outside of our control despite having taken all reasonable steps to resolve the issue(s).

4. What happens at the end of your fixed plan?

- 4.1 At the end of the fixed term from the date your supply begins, if you do not respond to either of our end of agreement communications you will be transferred to our *Simpler Energy* tariff.
- 4.2 If you want to renew with us you will need to do this online if you wish to receive the online account management discount.
- 4.2 When you renew your agreement with us, you agree to the prices quoted either over the phone or through your My Ovo account.
- 4.3 When you renew your agreement, you do not have a cool off period and you may have to pay a termination fee as set out in clause 2.4 if you end the agreement within your contracted period.
- 4.4 The prices quoted within your renewal letter are valid for seven days from the date of the letter or the date shown on your email (whichever is later).
- 4.5 If you decide to switch away from us after your fixed agreement has ended, you will be charged at the *Simpler Energy* prices until your supply has switched away.
- 4.6 We operate a Price Promise, explained in your renewal letter, which is valid for the period from the date of your first renewal letter until the day your existing agreement is due to end (approximately 45 days after the date of your first renewal letter). You can renew your agreement with us at any time during this period, either online through your My Ovo account or over the phone (if you wish to sign up for the online discount you will need to renew online).
- 4.7 As part of our Fair Price Promise, if, after you have agreed to renew your agreement with us, you want to change the agreed tariff price or prices to a cheaper tariff price or prices that we have started to offer, you can do this by contacting us before your existing agreement ends. Once the existing agreement has ended you cannot change the agreed price or prices unless you agree to pay the termination fee (£30 for each fuel).
- 4.8 If you are a dual fuel customer, you cannot change the agreed price for one fuel only.
- 4.9 If you change the agreed tariff price or prices as explained in 4.7, your new agreement will start the day after your existing agreement ends.
- 4.10 We reserve the right to not offer you another fixed term contract if you do not meet the terms of this agreement.

5. Cancelling your agreement

- 5.1 If you need to cancel the agreement because you are changing address, you must give us at least two working days' notice. If you do not give us this notice, the agreement is valid until:
- two working days after the date you told us you were moving; or
 - the new owner or tenant receives the services at the property, whichever is earlier.
- 5.2 If you leave the property this agreement will end and the new owner or tenant moving into the property will be supplied by us under a new agreement. We reserve the right to charge you a termination fee of £30 per fuel.
- 5.3 You are legally obliged to contact us within 28 days of leaving the property.
- 5.4 Other cancellations by you:
- a. To cancel the agreement and make sure we don't switch your services to us, you must cancel the agreement within the cool off period.
 - b. In other circumstances, you must give us 28 days' notice to end this agreement by:
 - subject to clause 2.5, arranging for another supplier to take over the supply of your services (they will arrange for your agreement with us to be cancelled); or
 - telling us that you no longer need the services; anda termination fee may be payable in accordance with clause 2.4.
- 5.5 If you do not pay your bills in line with clause 9, we may suspend your energy supply until you have paid all amounts you owe us. In this case, we can ask you to:
- pay a security deposit (see clause 9.7) before we reconnect you to the services; and
 - pay our costs for suspending and reconnecting the supply.
- 5.6 We can end this agreement immediately if:
- you fail to meet your responsibilities under this agreement;

- we no longer hold a valid licence for supplying the services to the property; or
- Ofgem appoints another supplier to provide the services to the property.

5.7 We can end this agreement at any time by giving you 30 days' notice in writing.

6. When you switch to us

- 6.1 We will ask you for a meter reading about five working days before we begin supplying the services and you will have 10 days to provide them to us. If you do not or cannot provide us with a reading, you allow us to accept an estimated reading based on previous readings and how much energy you usually use each year.
- 6.2 Unless we agree otherwise with you, we will begin supplying the services to the property as soon as possible. We will let you know when we expect this to happen and it may be different for each service under a dual fuel agreement. There may be reasons why the date we expect your supply to start could change. This could happen if:
- your old supplier prevents us from supplying the services to the property;
 - the local distributor's system rejects the registration;
 - if we have been asked (for example, by Ofgem or DECC) to provide information for legal or regulatory purposes or for nationwide reporting initiatives; or
 - we cannot supply the services for some other reason.
- 6.3 If there is a delay in supplying the services, we will let you know the reason for the delay and the date when you can expect your supply to begin (or the dates, if the supply will start at a different date for each fuel type in a dual fuel agreement).
- 6.4 If you have entered into a long-term agreement with another supplier, and end this agreement before its end date, you may have to pay 'termination fees' to end the agreement early. You will be responsible for paying any fees or charges in relation to any agreements you have in place with your previous supplier.
- 6.5 If you owe money to a previous supplier, they may object to you switching to us.
- 6.6 We do not accept liability for you having to pay increased charges with your existing supplier if there is a delay in us taking over the supply for any of the reasons set out in 6.2 above.
- 6.7 When we are processing your registration, if we find out that you use more than the standard domestic limit of gas (73,200 kWh) in your property each year, we have the right to withdraw from this agreement or move you to a different tariff.
- 6.8 If you have a repayment meter, the Ofgem regulations stipulate the supplier is required to allow a repayment customer transfer to proceed if:
- the outstanding debt due is less than £500 per fuel; and,
 - another supplier agrees to take on the debt themselves.

7. What happens if we have to make any changes?

- 7.1 We may occasionally change the terms of the agreement to take account of matters relating to:
- a. industry agreements or our supply licence;
 - b. changes in any law, regulations, standards or codes of practice that apply to your supply;
 - c. any order or judgement by the Government or other relevant authority; or
 - d. any changes to transportation or distribution charges; or
 - e. our legitimate business interests.
- These changes set out in a. to d. will take effect as soon as we tell you about them in writing, any changes made under e. will take effect 30 days after we tell you about them in writing.
- 7.2 If we raise our prices or change this agreement in any way that puts you at a financial disadvantage, we will contact you to let you know at least 30 days prior to the change. Any price rise will not affect the price you pay for each unit of energy if:
- you are on a fixed tariff agreement; or
 - you let us know, prior to the date the price change takes effect, that you want to end this agreement and you arrange for another supplier to provide the services and we receive notice from the other supplier within 15 working days of the day you give us notice that you want to end the agreement.
- 7.3 Clause 7.2 does not apply to any price changes arising under clause 7.1, although we will contact you to fully explain the changes.
- 7.4 If you wish to transfer supplier in accordance with clause 7.2 you must pay off any amount that has been due for more than 30 days, otherwise we have the right to object to any change of supplier, even if that supplier has given us notice that you want to switch to them. We will allow your supply transfer to proceed if you pay any outstanding debt within 30 working days of receiving notice of our objection.
- 7.5 If you are supplied through a repayment meter, you cannot transfer to another supplier under clause 7.2 unless you clear any debt as per clause 7.4, or the new supplier agrees to accept any debt you owe us. (The new supplier is only likely to accept debt which is less than £500 per fuel).
- 7.6 If you give us permission, we can add another name to the agreement (for example, if another person becomes jointly responsible for paying for the services).

8. What you pay for

- 8.1 Our prices for supplying the services, and other charges which apply under the agreement, are set out in our price list and your welcome letter. You can find our price list on our website (<http://www.ovoenergy.com/OvoRateTable.pdf>) or you can ask us to send you a copy by post or email.
- 8.2 Your energy statement or bill is based on the amount of gas and electricity we supply, plus a standing charge for each meter, and the following apply:
- We work out the amount of energy we supply in kilowatt hours (kWhs).
 - The standing charge covers the cost of supplying the services to the property. This covers part of the cost of the pipes and power lines that distribute the services.
 - If you have more than one meter, you will be charged a standing charge for each MPAN (Meter Point Administration Number) or MPRN (Meter Point Reference Number).
 - If we find out that you are a large site or large user (a customer who uses more than 73,200 kWh per year), the standing charge will be different from the standard standing charge for domestic customers - this will be confirmed to you before progressing with the switch over.
- 8.3 We will add VAT to all our charges at the appropriate rate on each statement we send you.
- 8.4 You agree to pay us for the services we supply to you, and any other charges which may apply under the terms of this agreement, within 30 days of the date of the bill. The registered account holder will be responsible for paying the bills.
- 8.5 If you disagree with the amount of your bill, you must pay the amount you do agree with, in line with the agreed payment terms. We will investigate your dispute and will aim to provide a full response within seven days.
- 8.6 If our investigation confirms that your bill is accurate you will pay the amount due to us within 30 days. If you insist that your meter is incorrect, we may test the accuracy of your meter. When booking the appointment a card payment is taken to cover the cost of the work being carried out. You can ask us what these costs are.
- 8.7 In certain circumstances, we ask you to pay a security deposit. This may be at the start of the agreement, or later if you do not pay for the energy you are using in line with this agreement. If you do not provide this security deposit when we ask, we may stop supplying the services to the property.
- 8.8 If you have chosen to receive communication by post you agree to pay a fee of £5 per quarter (£20 per year) to cover this cost. This fee is taken in advance and will be shown on your statement.
- 8.9 You are responsible for making sure you can pay your Direct Debit on time. If you fail to pay a Direct Debit, we will charge you a £15 payment-failure fee for the first missed payment, and £25 for each subsequent missed payment. We also have the right to recover from you any other bank charges we have to pay because of cancelled or failed payments. If you continue to miss payments, we will try to contact you by email or phone, and then by letter, before referring the matter to a debt-collection agency.
- 8.10 If you do not pay your bills when due, we can charge you interest at 4% per annum above the current Bank of England bank rate. If we charge interest, it will be charged on the total amount you owe (including VAT). VAT is not charged on the interest itself. This will apply from the date the payment became due until you make it.
- 8.11 If you are having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment options available to you.
- 8.12 If you do not pay your bill within 30 days, as well as our right to charge interest (as set out in clause 8.10), we can also do any or all of the following:
- Install a repayment meter
 - Ask you to pay a security deposit
 - Charge a payment-failure fee of £15 for the first missed payment and £25 for each subsequent missed payment
 - Disconnect your supply
 - Refer the matter to a debt-collection agency
- 8.13 We may also charge you for any reasonable costs we have to pay if you fail to meet the terms and conditions of this agreement. This may include if:
- we need to stop the supply of the services or reconnect you;
 - we need to employ tracing agents to trace your address or contact details because you have not updated us regarding changes to these;
 - we need to visit the property because we have not been able to contact you by email, letter, phone or text message;
 - you fail to keep an agreed appointment with us or our agents at the property without contacting us to rearrange it;
 - we need to recover money you owe us; or
 - we need to repair or replace a meter or other equipment that has been interfered or tampered with.
- 8.14 If you are a dual fuel customer who we supply both gas and electricity to, but you agree to another supplier providing either your gas or electricity, we may change the price for the energy we continue to supply to you.

This may be a higher price than we charge for dual fuel customers. We will let you know what the price will be within 10 days of you telling us you are changing supplier for some of your energy.

8.15 You will become a *Simpler Energy* tariff customer if:

- you cancel your Direct Debit to pay for the services; or
- you fail to pay for the energy you have used.

8.16 If you do not set up and keep to a monthly Direct Debit, we have the right to ask you to pay for your fuel as you use it by having a repayment meter fitted (link to repayment meter). There may be extra charges for this.

9. And how you pay for it

9.1 **By selecting to pay by Flexible Direct Debit you agree to the following:**

- a. You agree to pay us by Direct Debit in advance each month for the services under the agreement.
- b. If you do not have a current Direct Debit with us, we have the right to move you onto our *Simpler Energy* tariff. We will tell you this, and the current prices under the *Simpler Energy* tariff, one week before we put you onto that tariff.
- c. You will select a monthly payment amount via your My Ovo account. This amount is chosen by you from a range between a minimum of 75% and a maximum of 150% of your Recommended Direct Debit.
- d. If you use more energy than your monthly amount covers, any credit balance, if available, on your account will be used to pay the difference. If there is a remaining amount to pay, your Direct Debit will increase automatically to cover the remaining amount.
- e. We promise that your Direct Debit will never be more than the maximum amount stated in your My Ovo account when you made your choice and in your confirmation letter. This amount is equal to 150% of your Recommended Direct Debit amount.
- f. If the cost of the energy you've used is more than the maximum amount, we will carry the remaining amount over to the following month(s) but we will never take more than the maximum amount agreed each month.
- g. Your Direct Debit will return to the monthly payment amount you have chosen once any outstanding balance, due to increased usage, has been cleared.
- h. If the cost of your energy usage is less than your monthly payment, we will carry your credit balance forward.
- i. Your monthly statement will show your energy consumption and the amount to be taken as a Direct Debit. We'll issue the statement at least 10 working days before the Direct Debit amount is taken. If, for any reason, we are unable to issue the statement 10 days before the Direct Debit is taken, the monthly payment amount you have chosen will be used and any remaining balance due on the account will be carried over to the following month.
- j. You agree to contact us prior to your Direct Debit being taken from your bank account if you believe your statement is incorrect.
- k. You must be an existing Ovo customer and have received at least one statement before you can have a Flexible Direct Debit.
- l. You understand that you cannot have a Flexible Direct Debit in conjunction with receiving Statements on Demand (link to Statements on Demand).
- m. You understand that you cannot have a Flexible Direct Debit if you are on a repayment meter (link to repayment meter).
- n. You must be in credit or have a debt balance of less than half your expected annual amount. If the monthly payment amount you've chosen results in your Direct Debit increasing to the maximum amount for three consecutive months, we may review your account and suggest a new Recommended Direct Debit amount. This will change the range over which you can choose your monthly payment amount.
- o. You agree to provide us with on-going meter readings every 90 days.

9.2 **By selecting to pay by Standard Direct Debit you agree to the following:**

- a. You agree to pay us by Direct Debit in advance each month for the services under the agreement.
- b. If you do not have a current Direct Debit with us, we have the right to move you onto our *Simpler Energy* tariff. We will tell you this, and the current prices under the *Simpler Energy* tariff, one week before we put you onto that tariff.
- c. Your Standard Direct Debit payment will be based on the amount of energy we expect you to use for the period of the agreement. However, if you are joining us through the winter months, your Direct Debit will be set at 25% higher to cover the extra usage until spring, when it will return to a Standard Direct Debit.
- d. We aim to review your Standard Direct Debit at least twice a year, to make sure you are paying enough to cover the energy you use, or offer to reduce your Standard Direct Debit if it's too high.
- e. We will not reduce your Standard Direct Debit payments unless your account balance is based on actual readings.
- f. If you would like a refund, the following will apply:
 - You must keep to our refund policy, which can be found on our website at www.ovoenergy.com/refundpolicy.

- You agree to stay in credit by an amount equal to at least two month's Direct Debit during the winter months and one month's Direct Debit during the summer.
- g. If you ask for a refund during the winter months, and this means that you are in credit by less than two months' Direct Debit payments, your Direct Debit may need to be increased to cover the energy you use during the winter.
- h. You agree to provide us with on-going meter readings every 90 days.

10. Online account management

10.1 To qualify for the online account management discount you agree to:

- provide all meter readings online through My Ovo or the Ovo app;
- review your energy usage and past meter readings through your online account;
- manage your Direct Debit payments and, if you are a Flexible Direct Debit customer, review your Direct Debit amount and change it;
- view your transactions online; and
- view your statements online.

10.2 If you need to:

- change your email address;
- change your username or password;
- change your security question or secret answer;
- manage your reminders;
- update your marketing preferences; or
- renew your contract;

you must do so online.

10.3 If you fail to meet condition 10.1 or 10.2 above, and you are no longer managing your account online, we may stop giving you the discount for the rest of your agreement.

10.4 If we cannot collect a Direct Debit payment because:

- you have cancelled your Direct Debit instruction without setting up a new one;
- your bank refuses to pay it, after we have made two attempts to collect it, because you do not have the funds available in your account; or
- you opt out of paying by Direct Debit at any time during your contract;

we may stop giving you the discount for the rest of your agreement.

10.5 We realise that there may be times when you cannot meet the conditions of the discount as a result of circumstances beyond your control. In these cases, senior staff at our call centre may agree not to enforce the above conditions.

11. Ovo Interest Reward scheme

11.1 When we produce a statement (every month for our online and email customers or every three months for customers who receive statements in the post), and your account is in credit (that is, you have paid for more energy than you have used), we will pay you 3% Ovo Interest Reward to your account.

11.2 We will pay the Ovo Interest Reward direct to your Ovo account. We cannot pay it direct to you.

11.3 The rate of reward is based on 3% per annum for each date you are in credit by.

- a. We may decide to change this rate from time to time.
- b. The rate of reward is not linked to the Bank of England bank rate.

11.4 We will work out the Ovo Interest Reward and add the amount you have earned to your account as and when a statement is produced. The amount will be based on the balance shown in the statement, brought forward from your previous statement. We cannot adjust the amount if we issue a revised statement based on a meter reading you give us.

11.5 If we discover that a statement contained inaccurate information, we can work out how much we should have paid into your account and, where necessary, reclaim any amount you were not entitled to. If we do this, we'll send you a revised statement.

11.6 The Interest Reward scheme is about creating a fairer deal for customers. It's designed to pass on the interest we earn when customers' accounts with us are in credit and to reward people for repayment. In order to protect the spirit of this scheme, we need to apply the following extra restrictions.

- a. In any year we will not pay interest rewards of more than 12 times the monthly Direct Debit amount we have agreed with you.
- b. If you make a significant overpayment into your customer account, then ask for that amount back within six months, we will reclaim any interest reward you have earned from that amount.
- c. We can review your monthly Direct Debit at any time.
- d. If you choose to leave us during the term of a fixed contract, we will work out how much interest reward you have received during that contract and add it to the final balance you will need to pay us.
- e. We can withdraw your entitlements under the Ovo Interest Reward scheme if we feel you are not using it appropriately.

11.7 We will only pay the Ovo Interest Reward into your account during periods when we are supplying you with gas

or electricity (or both).

11.8 Any overpayment you make is not considered to be a deposit.

11.9 We can withdraw the Ovo Interest Reward scheme at any time. If we do that, we'll let you know about it.

12. What we are responsible for

12.1 Except where clause 12.3 or 12.4 below says otherwise, as far as is allowed by law, we, the companies in our group, and our employees and agents, will not be responsible to you or anyone else for:

- any loss (including loss of income, business, profits, information, use of services) or damage suffered as a result of us providing, or failing to provide, the services, or as a result of any agreement not being kept to; or
- any losses which arise from events that we could not reasonably expect at the time you entered into this agreement.

12.2 Subject to clause 12.4, if you suffer any loss or damage which we are liable for by law, we will not pay you more than £10,000 for each event that causes you a loss and which we are responsible for. If there are a number of connected events that cause you loss which we are liable for, we will not pay you more than £10,000 in total.

12.3 If you suffer any loss or damage caused by the gas transporter or the network operator, we will only be responsible to you for the amount we are entitled to recover from them on your behalf.

12.4 Nothing in clause 11 limits or excludes, or is intended to limit or exclude, any liability which cannot be limited or excluded by law including for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation.

12.5 We cannot guarantee that the supply to the property will not be interrupted and, when allowed by law, we will not accept liability for any loss or damage caused by an interruption in your supply. If you want to make sure that your supply is never interrupted, you will need to install your own equipment to generate electricity.

13. Using personal information

13.1 When you request for us to take over your supply you acknowledge and agree that, we will check the following records about you and others (see 12.3 below) by submitting details of your name, address and payment records:

- a. Our own;
- b. Those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.
- c. Those at fraud prevention agencies (FPAs).
- d. We will make checks such as; assessing this application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

13.2 You acknowledge and agree that your personal data will be processed by and on behalf of us in connection with this agreement and the provision of the services.

13.3 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.

13.4 Information on applications will be sent to CRAs and will be recorded by them. Where you receive services from us, we will give details of your accounts and how you manage it/them to CRAs. If you receive services and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

13.5 If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

13.6 If you've received services from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

13.7 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

13.8 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

13.9 If you would like more information on how we handle, use and store your personal information, please read our Privacy Policy, which you can find at: www.ovoenergy.com/privacy-policy.

14. Emergencies and safety

14.1 You should let us know immediately about any suspected gas leak or about damage to your meter. The contact number for emergencies is **0800 111 999**.

14.2 You should let your local electricity distributor know if you are aware of any matter or incident that may:

- cause a danger or need urgent attention; or
- risk the continued operation of the electricity distribution network, for example, a fallen power line.

You can find details of them on our website here: <http://www.ovoenergy.com/help-centre/in-an-emergency/>

- 14.3 You must not use the services we supply for any purpose which is likely to risk the health or safety of any person, or damage or interrupt the gas supply of any other property.
- 14.4 If there are safety reasons, we may need to restrict the services.
- 14.5 If we supply gas to the property, and we receive a direction under section 2(1)(b) of the Energy Act 1976 that prohibits or restricts the supply of gas to certain people, you must agree to restrict your use of gas or stop using gas completely. This restriction will stay in force until we tell you otherwise.

15. National Terms of Connection

- 15.1 If we supply you with electricity under this agreement, you are also entering into a standard connection agreement for your electricity with your local electricity network operator (as described in clause 14.2 below). There is no similar agreement for gas.
- 15.2 We are acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties for the connection where your network operator delivers electricity to, or accepts electricity from, the property or business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association
6th Floor
Dean Bradley House
52 Horseferry Road
London
SW1P 2AF.
Phone: 0207 706 5137
Website: www.connectionterms.co.uk

16. Other conditions which apply

- 16.1 We may transfer any of our rights (including the right to recover unpaid charges) and responsibilities under the agreement, or pay another organisation to carry out any of our responsibilities under the agreement, without your permission.
- 16.2 Your rights and duties under this agreement apply to you. You cannot transfer them to another person without our written permission.
- 16.3 We may have to stop, restrict or suspend the supply of services to the property as a result of an Act of Parliament or any regulation or direction made under it. While that law, regulation or direction is in force, you must not use these services, in line with our instructions.
- 16.4 All the terms and conditions of the agreement will apply unless we have specifically said otherwise in writing.
- 16.5 If you have to give us notice under the agreement, you must do so by writing to or emailing the address or addresses shown on the agreement or on your last statement.
- 16.6 If we have to give you notice under the agreement, we must do so at the address we have for you. If you move, you must give us details of the address you want us to send notices to.
- 16.7 We will assume any notice sent by post has been received two working days after it was sent. Notices sent by email or delivered by hand will apply immediately when they are sent or delivered.
- 16.8 These terms and conditions, the pricing information and any other documents we have referred to form the whole agreement between you and us.
- 16.9 If we carry out our responsibilities under our energy supply licences or any other relevant laws, it will not break any of the terms and conditions of the agreement.
- 16.10 Nothing in this agreement will affect our rights or powers under our energy supply licences or other relevant laws.
- 16.11 If we are not able to enforce any condition of the agreement, it will not affect the rest of the agreement.
- 16.12 The agreement will be governed by the laws of England. If there is any dispute, it will be dealt with by the courts of England.