

# OUR TERMS AND CONDITIONS

## SO ENERGY TERMS & CONDITIONS

These are the terms and conditions of our supply agreement with you.

They aren't the most exciting but they are very important. If you read two things while you're a customer of ours, make sure it's these terms and your meter.

### Definitions

"We" are So Energy Trading Limited. Related expressions like "us" or "our" should be read accordingly. Our address is 107 Power Road, London, United Kingdom, W4 5PY.

"You" are the person who either signed-up to take a Supply from us, is taking a Supply from us, or is the owner/occupier of property at which a Supply is being taken from us for domestic purposes.

"Credit Meter" means a meter which does not need Supply to be paid for in advance.

"Deemed Contract" means a contract between you and us which is considered to have been formed because you are taking Supply of Energy at a property, as outlined under paragraph 8 of Schedule 2B of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989.

"Energy" means gas or electricity or both, depending on which you have requested that we Supply or as supplied under a Deemed Contract.

"Early Exit Fee" means the fee you have to pay if you switch to another supplier, or move to a new So Energy tariff, before the end of your contract.

"Last Resort Supply Direction" means a direction given by the regulator to take over the customers of a failed supplier.

"Prepayment Meter" means a meter which operates in a way that requires you to pay charges in advance.

"Security Deposit" means an advance payment to cover any future charges. The amount depends on your individual circumstances.

"Supply" means the sale of gas or electricity or both to the property via either a gas transportation network or an electricity distribution network, as applicable.

"Supply Licence" means the licence that allows us to supply gas and electricity under the Gas Act 1986 and the Electricity Act 1989.

"Welcome Pack" means the electronic notice we send you to confirm details of the contract you have agreed with us, or the letter we send you to confirm details of your Deemed Contract.

“Working Day” means any day other than a Saturday, a Sunday or a bank holiday as defined by the Banking and Financial Dealings Act 1971.

1. 1.

Starting your contract

1. 1.1.

By accepting the terms and conditions of this contract, you have declared that you have the authority to enter into this contract and that you are over 18 (eighteen) years old.

2. 1.2.

You understand that our liability to you is limited and excluded, as set out in clause 10.

3. 1.3.

The contract will start from the earlier of:

1. 1.3.1.

us agreeing to become responsible for your Supply; or

2. 1.3.2.

you becoming responsible for the property where Supply will be made (including where your tenants have moved out and you are the landlord).

4. 1.4.

You agree that we have been given permission to tell your existing energy supplier, on your behalf, to end your existing Supply contract and to switch the Supply over to us.

5. 1.5.

We will begin the Supply as soon as reasonably practicable and, in any event within Five Working Days after the request for Supply has been made. We will keep you informed as to what date we expect this to be. The start date for your Supply may change due to reasons outside our control. However, we will not be able to commence supply within the period set out above if:

1. 1.5.1.

you ask for the transfer to be completed at a later date;

2. 1.5.2.

you notify us within the cancellation period that you are withdrawing your request to transfer to us;

3. 1.5.3.

your previous supplier has objected to the transfer;

4. 1.5.4.

we do not have all the information we need from you to complete the transfer, and the information is not readily available from another source; or

5. 1.5.5.

we are prevented from completing the transfer due to any other reason which is out of our control.

6. 1.5.6.

you have not expressly requested to commence supply before the end of the 14 day contract cancellation period, following a prompt from us.

6. 1.6.

We are not responsible for any charges you have to pay to your old supplier as a result of switching to us.

7. 1.7.

The services that we provide are online only so that all information and communications (including billing) will be provided electronically. It is your responsibility to ensure: you are able to access the service; and that we have a valid email address for you at all times. Additional charges in respect of our costs may apply if you request other methods of communication with us or you do not provide a valid email address.

2. 2.

## Our Tariffs

1. 2.1.

our tariff information can be found on your online account portal ([so.energy/login](#)), in your Welcome Pack and on your monthly bills.

2. 2.2.

Our charges are based on:

1. 2.2.1.

a daily standing charge, which is a fixed rate based on the length (in days) of the billing period; and

2. 2.2.2.

a single unit rate charge, which is a charge based on how much gas and/or electricity you have used (in kWh).

3. 2.3.

Our unit rate charges are based on the Energy consumed by you at the property as recorded by the installed meters and calculated by meter readings supplied by you, or taken by us, or taken by an appointed agent on behalf of us, or if no meter reading has been taken, our estimate.

1. 2.3.1.

When calculating your charges under a Deemed Contract, we will act reasonably and take into account available information about your usage, including your meter readings.

4. 2.4.

Our estimate is based on previous meter readings from that property or, if we do not have these, similar properties. This is our least favoured method of calculating your bill therefore we strongly encourage you to take regular meter readings so that we can keep up to date with your Energy usage and produce accurate bills.

5. 2.5.

If you are on one of our fixed price tariffs, we will not change your tariff prices or impose new conditions that would be to your detriment during the length of your contract, unless it is in a manner that complies with our Supply Licence (for example to pass through an increase in VAT).

6. 2.6.

If you are on a variable rate tariff, your charges are subject to change. However, we will give you due notice of any such changes in advance, as outlined in clause 4.2.

7. 2.7.

VAT is payable on top of all charges due to us.

8. 2.8.

In some cases, we may also impose any applicable additional charges for other reasonable costs which will be added to your bill at the end of each month.

These additional costs include:

1. 2.8.1.

costs related to removing, inspecting, re-installing, testing, installing, moving or repairing a meter;

2. 2.8.2.

costs to visit your property to disconnect or reconnect your supply;

3. 2.8.3.

costs in recovering money you owe us including, but not limited to, reasonable administration costs, as well as the costs of trying to contact you, getting a warrant to enter your property and installing a Prepayment Meter;

4. 2.8.4.

any Energy used which has not been charged for by us as a result of interference with a meter;

5. 2.8.5.

if you fail to keep an agreed appointment with us or our agents without giving us 48 (forty eight) hours' notice;

6. 2.8.6.

if you change from being a domestic to a non-domestic classification and any associated costs.

9. 2.9.

We will not extend your fixed price tariff unless it's in a manner that complies with our Supply Licence.

10. 2.10.

If we do have to extend your fixed term contract, we will only do so with reasonable notice in writing and in a manner that complies with our Supply Licence.

11. 2.11.

If, for any reason, we extend your fixed rate contract, we will not charge any exit fees if you switch away after that extension begins.

12. 2.12.

The terms of our Deemed Contracts will not be unduly onerous, including terms which allow our energy revenue to significantly exceed our costs.

13. 2.13.

Paragraph 2.12 does not apply if we are supplying your property under a Last Resort Supply Direction under our Supply Licence.

14. 2.14.

If we have to take over supply of your property as a result of a Last Resort Supply Direction and place you on a Deemed Contract as a result of such direction, we will honour the credit balance that you had with your previous supplier, to the extent we have given any relevant commitments to do so as part of the Last Resort Supply Direction process.

15. 2.15.

If we are supplying you under a Deemed Contract, we will not seek to enforce or take advantage of any term that is incompatible with clauses 2.3.1, 2.12, 2.14, 2.15, 7.10, and 7.11 of these terms.

3. 3.

Your Bill and How to Pay

1. 3.1.

You are responsible for paying for the Supply until your contract with us ends. 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.

2. 3.2.

The method of payment that applies will be determined according to the applicable tariff.

3. 3.3.

If you have a Credit Meter:

1. 3.3.1.

your bill will be issued on a monthly basis and we will carry any debit or credit balance forward from the previous bill to the next; and

2. 3.3.2.

you must give us meter readings every 90 (ninety) days.

4. 3.4.

If you pay by Direct Debit:

1. 3.4.1.

you must keep your account in credit by paying for the Supply in advance by Direct Debit;

2. 3.4.2.

the amount that will be requested via Direct Debit will be determined initially according to your estimated annual consumption;

3. 3.4.3.

we reserve the right to increase your Direct Debit amount to cover any additional usage during the winter months;

4. 3.4.4.

your first Direct Debit payment will be taken on the date that we start the Supply to your property and on the anniversary of each month thereafter;

5. 3.4.5.

your first Direct Debit payment amount will be set out in your Welcome Pack and future amounts can be found on your bill. We will notify you in advance if there are any changes to this amount;

6. 3.4.6.

if you believe your bill is incorrect, please contact us immediately. We will issue your bill, which can be found on your online account portal, at the end of each month. If you require a copy to be sent to you this may incur an additional charge. We will investigate your bill in a timely manner and may reissue this if necessary. We may still take the Direct Debit payment due to cover the amount of your bill even if your bill is late;

7. 3.4.7.

we aim to review your Direct Debit amount twice a year and may adjust the Direct Debit amount to make sure that your account remains in credit or reduce the payment amount if you are paying too much. To ensure that this Direct Debit amount is an accurate reflection of your usage you must submit regular meter readings. We will not reduce your payment to us unless we have received a recent meter reading from you;

8. 3.4.8.

we will act in accordance with the Direct Debit Guarantee;

9. 3.4.9.

if an instructed Direct Debit returns unpaid, we will attempt to contact you directly about this failed payment. This payment can be made over the phone on 0330 111 5050 or via your online account portal ([so.energy/login](https://so.energy/login));

10. 3.4.10.

if no payment has been received within 5 (five) calendar days following the payment failure, we may re-instruct the Direct Debit payment to be taken;

11. 3.4.11.

we can charge you £20 for each missed Direct Debit payment;

12. 3.4.12.

you must pay us any bank charges that we have to pay as a result of cancelled or failed payments.

13. 3.4.13.

we may offer you a benefit in the form of a lower standing charge; and/or a lower unit rate and/or and/or an annual discount. If you cancel your Direct Debit we may remove this benefit but we will provide reasonable advance notice in order to provide you with an opportunity to avoid losing this benefit by setting up a new Direct Debit instruction. From 1 July 2023, our So Flex variable tariff offers this benefit – the suffix ‘Non-DD’ is added to the tariff name when the benefit is not applied.

5. 3.5.



If you pay on receipt of a bill we can ask you to pay a Security Deposit before we begin to process your switch from another supplier and/or begin your Supply. Your contract with us will not come into effect until we have received the Security Deposit in full. We may refuse to start the Supply until the Security Deposit is paid, or we may stop the Supply if we have to use the Security Deposit to pay one of your bills. If the start date of your Supply is delayed because you have not paid the Security Deposit, we are not responsible for any charges you have to pay to your old supplier.

6. 3.6.

If you have a Prepayment Meter:

1. 3.6.1.

you must top-up your meter in advance in order to receive the Supply;

2. 3.6.2.

you may be required to pay extra charges for any additional services we may provide such as replacement keys and cards;

3. 3.6.3.

and the Prepayment Meter is adjusted to recover any charges that you owe, and not just the costs of Energy consumed, we will advise you of the proportion of each top-up amount used as payment for such charges.

7. 3.7.

If you do not pay any sums due to us, we may:

1. 3.7.1.

require a Security Deposit from you;

2. 3.7.2.

adjust the Prepayment Meter tariff to recover the sum due to us;

3. 3.7.3.

offer you a payment plan according to your circumstances or replace your existing Credit Meter with a Prepayment Meter;

4. 3.7.4.

take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us;

5. 3.7.5.

provide information about your non-payment to credit reference agencies;

6. 3.7.6.

recover from you all costs incurred by us in pursuing your non-payment;

7. 3.7.7.

charge interest at the rate of 5% above the Bank of England base rate on all outstanding charges;

8. 3.7.8.

1. disconnect the supply in accordance with Clause 9.

8. 3.8.

When seeking to recover any sums owed by you under clause 3.7, we will only use such measures as proportionate to the amount owed and taking into account your circumstances, in particular any vulnerabilities you may have. This clause does not apply where we object to a transfer due to outstanding charges on your account.

9. 3.9.

If we issue a bill for a period that has either not been billed or been billed inaccurately, we will only attempt to recover charges for energy that could reasonably have been used within the previous 12 months, unless:

1. we have made reasonable requests to obtain a correct meter reading and it has not been provided; or
2. you have failed to inform us that you are responsible for the Supply to the property; or
3. any other circumstances which Ofgem specifies

We will continue to seek payment for billed usage which remains unpaid after 12 months.

10. 3.10.

If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help to make paying your bills more manageable. We will provide all such help and assistance as we can in order to avoid disconnecting your Supply of Energy.

11. 3.11.

We offer a number of services to customers who are finding it difficult to pay. We offer the following payment options. (Some of these aren't available to everyone and customers may need to meet certain conditions to qualify.):

1. 3.11.1.

Payment through a payment plan.

2. 3.11.2.

Arranging for you to pay for your energy directly from your government benefits (if you get them). If you stop receiving benefit, we offer other available payment solutions.

3. 3.11.3.

Payment through a Prepayment Meter.

4. 3.11.4.

Allowing you to offset any amounts owed on one account with credit that you may have on another account owned by yourself.

12. 3.12.

If we become aware that you are struggling to pay your bills, we will offer you advice about how you can save money by using energy more efficiently.

13. 3.13.

When calculating repayments, we will take all reasonable steps to ascertain your ability to pay and take into consideration all of your individual circumstances, giving due consideration to all the relevant information we have available (including information from third parties).

14. 3.14.

You may offset any amounts owed with credit on your account.

15. 3.15.

If you switch away to another supplier, we will try to issue your final bill within 6 weeks. We may need to re-issue your final bill if new relevant information (such as usage) becomes available, but we will always take all reasonable steps to complete such changes as quick as possible

16. 3.16.

Clauses 3.11 to 3.15 of these terms will continue to be legally binding should So Energy's Supply Licence ever be terminated.

17. 3.17.

We will provide you with billing information, in line with our license conditions in order to allow you to manage your tariff and energy costs.

4. 4.

## Changes to your Contract

1. 4.1.

We may change your contract if it is necessary to comply with any laws or other rules that we are obliged to follow.

2. 4.2.

If we need to make changes to your contract that are not to your advantage, we will give you reasonable notice in manner that complies with our Supplier Licence.

3. 4.3.

If you are not using the Supply for domestic purposes, or if you use more than 73,200kWh of gas per year, we can automatically move you onto what we consider is the appropriate non-domestic tariff and the terms and conditions of that tariff will apply instead of this contract.

4. 4.4.

If you are on a variable tariff plan and we withdraw it from new and renewing customers, we may move you onto a new tariff that is open to new and renewing customers provided that tariff is at least as cheap as your current variable tariff plan.

5. 4.5.

If you don't accept a disadvantageous change to your contract, to prevent us from enforcing it, you must, no later than 20 working days after it is intended to take effect, either enter a new contract with us for a different product or with another supplier who formally lets us know that they will become your registered supplier, and does so within a reasonable period. In all other cases the change will take effect on the date we have given.

6. 4.6.

We will ensure that we will notify and agree any mutual variation to your contract in a manner that is compliant with our Supply Licence.

7. 4.7.

If we agree with yourself a mutual variation of the contract that may be to your disadvantage, we will:

1. 4.7.1.

make it clear to you that a variation of the contract is about to take place

2. 4.7.2.

make it clear what the effect of this variation is

3. 4.7.3.

give advance notice of the date when the variation takes effect

4. 4.7.4.

make it clear that you are under no obligation to agree to variations

5. 5.

## Moving Home

1. 5.1.

If you are moving house you must notify us at least 3 (three) days before your move out date.

2. 5.2.

If you request us to provide gas and/or electricity supply to your new property, we will cancel your existing contract and provide a new contract appropriate to your new property. You will not be subject to any early exit fees.

3. 5.3.

If you do not request to provide gas and/or electricity supply your new property, you may be subject to any exit fees associated with ending the contract early.

4. 5.4.

If you are moving home and do not tell us, your contract with us will continue until someone moves into that house and takes over responsibility of supply. You will be responsible for all costs associated with this until this occurs.

5. 5.5.

You will remain liable for all energy used at the property up until the date when you no longer own or occupy the premises.

6. 6.

### Renewing your Contract

1. 6.1.

If you are on a fixed price tariff which is due to end and you have not requested a new fixed price tariff, you will be transferred onto our standard variable tariff when your fixed price tariff ends. Alternatively, we may instead transfer you to a fixed rate tariff with no exit fee, in a manner that complies with our Supply Licence.

2. 6.2.

If you are in the last seven weeks of your So Energy Contract and change to another So Energy tariff we will not charge you an early exit fee. The new So Energy Contract will take effect from the Contract start date.

3. 6.3.

We will provide you with reasonable notice of the end of your fixed price tariff, and your available options, in a manner that complies with our Supply Licence

7. 7.

### Ending your Contract

1. 7.1.

You have the right to cancel your contract with us, at no cost incurred to you, at any point within 14 (fourteen) days after the day we email you to confirm that we accept your request. If you cancel after we have started the Supply, you must pay us for any energy we provide to you while you are on our supply.

2. 7.2.

You may end this contract by giving us at least 28 (twenty-eight) days' notice provided:

1. 7.2.1.

another supplier has started to supply energy to the property, or the supply has been disconnected; and

2. 7.2.2.

all sums due by you to us have been paid in full.

3. 7.3.

You may also end this contract by giving us at least 28 (twenty-eight) days' notice if you do not agree with any changes made to these terms and conditions.

4. 7.4.

We reserve the right to end this contract:

1. 7.4.1.

if you are in material breach of the contract;

2. 7.4.2.

if you did not pay us what you owed us when it was due:

3. 7.4.3.

if we no longer have the relevant licences to supply your Energy;

4. 7.4.4.

at any time by giving you 28 (twenty-eight) days' notice.

5. 7.5.

You may end your contract with us and switch to another supplier or So Energy tariff at any time. If you are on a fixed price tariff and you switch to another supplier or another So Energy fixed rate tariff before the end of the contract, we may charge you an early exit fee. This early exit fee is shown in your online account portal ([so.energy/login](https://so.energy/login)) as well as in your Welcome Pack.

6. 7.6.

Before you switch to another supplier:

1. 7.6.1.

you must pay all outstanding sums due to us: or

2. 7.6.2.

your new supplier must agree to be responsible for payment of all outstanding sums due to us.

7. 7.7.

If you cancel your contract with us and do not renew any service with us, we reserve the right to recover any metering equipment we have provided to you and you agree to provide us with the access we need to do this.

8. 7.8.

This contract will terminate immediately if our regulator, Ofgem, gives a "Last Resort Supply Direction" to another supplier in respect of the gas and/or electricity in relation to your property.

9. 7.9.

If your fixed rate tariff has ended and, within 20 working days of this tariff ending you either:

- initiate a switch away to another supplier and that switch completes within a reasonable period; or
  - renew with us on another fixed rate tariff
- then we will extend your fixed rate tariff such that your transfer to an SVT or fixed tariff with no exit fee does not take effect

10. 7.10.

If you are on a Deemed Contract, you will not be subject to any fixed term period, early exit fee or requirement to provide us with notice that you intend to change supplier.

11. 7.11.

If you are on a Deemed Contract, we will take all reasonable steps to provide you with the main terms and conditions and explain that we may have other contracts or tariffs on offer. If you ask us about the terms and conditions of the Deemed Contract, we will provide you with this information within a reasonable timeframe.

12. 7.12.

Paragraph 7.11. does not apply if we are supplying your property under a Last Resort Supply Direction as included in our Supply Licence.

8. 8.

## Disconnection of Supply

1. 8.1.



We can suspend or disconnect your Supply if:

1. 8.1.1.

you have not paid your bill on time;

2. 8.1.2.

you are in material breach of the contract;

3. 8.1.3.

we have reason to believe you may have damaged or tampered with the metering equipment; or

4. 8.1.4.

we are required to do so by any law, code or agreement.

2. 8.2.

If we suspend or disconnect your Supply:

1. 8.2.1.

we may ask for a Security Deposit before we re-start or re-connect the Supply; and

2. 8.2.2.

you will be required to pay our reasonable costs to disconnect the Supply and/or reconnect the Supply.

9. 9.

## Your Meter and our Agents

1. 9.1.

The volume of Energy supplied to your property is measured by metering equipment installed on the property.

2. 9.2.

You are required to take reasonable steps to ensure that the metering equipment installed at your property is protected and not damaged or interfered with in any way. You are required to notify us should any damage or interference occur.

3. 9.3.

In order to provide you with Energy, from time to time we require access to your meter. You agree to provide us, or any person we have authorised acting on our behalf to safe, unrestricted access to your energy metering and associated equipment. If your metering equipment is obstructed, it is your responsibility to remove it and pay any associated costs.

4. 9.4.

If you have an Advanced Meter Reader (AMR) or smart meter, you agree that we may monitor your Energy and repair and update your meter remotely.

5. 9.5.

Unless your meter is a Prepayment Meter you are required to provide us with regular meter readings.

6. 9.6.

We will carry out periodic safety inspections of the metering equipment installed at your premises in line with our obligations under Health & Safety legislation.

7. 9.7.

If you or we dispute the accuracy of your meter, we shall make arrangements for your meter to be inspected and tested. If the meter is found to be operating within the statutory limits set out by the National Measurement Office, the party who disputed the accuracy is subject to reasonable charges associated with the inspection and testing.

10. 10.

Our Liability in this Contract

1. 10.1.

If you suffer any loss or damage, our liability to you will be limited to £10,000 in any calendar year for each unconnected event that we are directly responsible for, or £10,000 in total for any connected series of events that we are directly responsible for, and which has caused you loss or damage.

2. 10.2.

We will not be liable to you for:

1. 10.2.1.

any loss due to circumstances beyond our control (a force majeure event); or

2. 10.2.2.

any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses; or

3. 10.2.3.

any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow this contract; or

4. 10.2.4.

any loss caused to you by the gas transporter or the electricity distributor in excess of the amount we are entitled to recover from the gas transporter or the electricity distributor on your behalf.

3. 10.3.

As we do not directly control the reliability of energy supplied to your property, we cannot guarantee that the supply will be uninterrupted. We can however confirm that the reliability of your energy supply would be the same irrespective of which energy supplier you chose.

11. 11.

## Safety and Emergencies

1. 11.1.

You must tell your electricity distributor immediately if you become aware of any matter or incident which affects, or is likely to affect, the security, availability and quality of the service of the distribution network or causes danger or requires urgent attention regarding the supply or distribution of electricity. Your electricity distributor's contact details are available on [so.energy/emergency](https://so.energy/emergency).

2. 11.2.

If you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0800 111 999.

3. 11.3.

If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your gas or electricity supply.

12. 12.

### Additional Conditions

1. 12.1.

We agree that we will only use any personal data that you provide to us in accordance with our privacy policy which is available at [so.energy/privacy](https://so.energy/privacy).

2. 12.2.

We may transfer, subcontract, assign or novate any or all of our rights or obligations under the contract without your consent. This will not affect your rights under the contract.

3. 12.3.

You may not transfer the contract or any of your rights under it without first obtaining our written consent.

4. 12.4.

If any part of this contract is declared invalid or is void or unenforceable, the validity of the rest of the contract will not be affected.

5. 12.5.

Notices to you under this contract will be sent by post or hand delivered to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received 2 (two) days after we have sent it to you, unless we receive evidence to the contrary.

6. 12.6.

Notices to us under the contract must be sent by post to So Energy Trading Limited, 107 Power Road, London, W4 5PY.

7. 12.7.

If we do nothing, or delay taking action, when you breach the contract, we will still be entitled to take prompt action to enforce a similar or subsequent breach of the contract by you.

8. 12.8.

The laws of England and Wales apply to this contract as appropriate to the location of the property. If the location of the property is in Scotland, the laws of Scotland shall apply.

13. 13.

#### National Terms of Connection

1. 13.1.

As your supplier we are acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network both accept the National Terms of Connection (NTC) and agree to keep to its conditions. 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 home or business. For further information please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF; call 0207 706 5137 or visit their website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).