

Our Terms and 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 2 things while you're a customer of ours, make sure it's these terms and your meter.

Definitions

"We" means So Energy Trading Limited. Related expressions like **"us"** or **"our"** should be read accordingly. Our address is The Light Box, 111 Power Road, London, United Kingdom, W4 5PY.

"You" means the person who either: entered into a contract, is taking a Supply from us, or is the owner or occupier of the Property.

"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 a Supply at the Property, in accordance with paragraph 8 of Schedule 2B of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989 (as applicable).

"Energy" means gas or electricity or both.

"Exit Fee" means the fee you have to pay if you switch to another supplier before the end of your contract or Deemed Contract.

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

"Property" means the property taking a Supply.

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

"Supply" means the supply by us of Energy to the Property via either a gas transportation network or an electricity distribution network, as applicable.

"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. Starting your Contract

- 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.
- 1.2. You understand that our liability to you is limited and excluded, as set out in clause 10.
- 1.3. The contract will start from the earlier of:
 - 1.3.1.us agreeing to become responsible for your Supply; or
 - 1.3.2.you becoming responsible for the Property (including but not only where your tenants have moved out and you are the landlord).
- 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 to us.
- 1.5. We will begin the Supply and you will become liable to pay for the Supply as soon as possible after the request for Supply is received and 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.
- 1.6. We will not be responsible for any charges you have to pay to your old supplier including as a result of switching to us.
- 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. Our Tariffs

- 2.1. Your tariff information can be found on your online account portal (www.so.energy/login), in your Welcome Pack and on your monthly bills.
- 2.2. Our charges are based on:
 - 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. a single unit rate charge, which is a charge based on how much gas and/or electricity you have used (in kWh).
- 2.3. Our unit rate charges are based on the Energy consumed at the Property either:
 - 2.3.1. as recorded by the installed meters and calculated by meter readings supplied by you; or
 - 2.3.2. taken by us; or
 - 2.3.3. taken by an appointed agent on our behalf, or
 - 2.3.4. if no meter reading has been taken, our estimate.
- 2.4. Our estimate will be based on previous meter readings from the Property or, if we do not have these, similar properties. To avoid estimated readings you should take regular meter readings.
- 2.5. If you are on one of our fixed rate tariffs, we will not change your tariff prices during the period of your contract.
- 2.6. If you are on a variable rate tariff, the unit rate charge is subject to change. However, we will give you due notice of any such changes in advance as outlined in clause 4.2.
- 2.7. VAT is payable on top of all charges due to us.
- 2.8. In some cases, we may also impose any applicable additional charges for our reasonable costs which will be added to your bill at the end of each month. These additional costs include:
 - 2.8.1. costs related to removing, inspecting, re-installing, testing, installing, moving or repairing a meter;
 - 2.8.2. costs to visit your Property to disconnect or reconnect your Supply;
 - 2.8.3. costs of recovering money you owe to us including, but not limited to, reasonable administration costs, as well as the costs of trying to contact you, getting a warrant to enter the Property and of installing a Prepayment Meter;
 - 2.8.4. any Energy used which has not been charged for by us as a result of interference with a meter;
 - 2.8.5. if you fail to keep an agreed appointment with us or our agents without giving us 48 (forty eight) hours' notice;
 - 2.8.6. if you change from being a domestic to a non-domestic classification and any associated costs.

3. Your Bill and How to Pay

- 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 of you shall be responsible for the whole amount owed to us at any time.
- 3.2. The method of payment that applies will be determined according to the applicable tariff.
- 3.3. If you have a Credit Meter:
 - 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
 - 3.3.2. you must give us meter readings every 90 (ninety) days.
- 3.4. If you pay by Direct Debit:
 - 3.4.1. you must keep your account in credit by paying for the Supply in advance by Direct Debit;
 - 3.4.2. the amount that will be requested via Direct Debit will be determined initially according to your estimated annual consumption;
 - 3.4.3. we reserve the right to increase your Direct Debit amount to cover any additional usage during periods of high Energy use, including the winter months;
 - 3.4.4. your first Direct Debit payment will be taken on the date that we start the Supply to the Property and on the anniversary of each month thereafter;
 - 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;
 - 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;
- 3.4.7. we will 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;
 - 3.4.8. we will act in accordance with the Direct Debit Guarantee;
 - 3.4.9. if an instructed Direct Debit returns unpaid, we will attempt to contact you directly about the failed payment. This payment can be made over the telephone on 0330 111 5050 or via your online account portal (www.so.energy/login);
 - 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;
 - 3.4.11. we can charge you £20 for each missed Direct Debit payment;
 - 3.4.12. you must pay us any bank charges that we have to pay as a result of cancelled or failed payments.
- 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.
 - 3.6. If you have a Prepayment Meter:
 - 3.6.1. you must top-up your meter in advance in order to receive the Supply;
 - 3.6.2. you may be required to pay our costs for any additional services we may provide such as replacement keys and cards;
 - 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.
 - 3.7. If you do not pay any sums due to us, we may:
 - 3.7.1. require a Security Deposit from you;
 - 3.7.2. adjust the Prepayment Meter tariff to recover the sum due to us;
 - 3.7.3. offer you a payment plan according to your circumstances or replace your existing Credit Meter with a Prepayment Meter;
 - 3.7.4. take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us;
 - 3.7.5. provide information about your non-payment to credit reference agencies;
 - 3.7.6. recover from you all costs incurred by us in pursuing the non-payment;
 - 3.7.7. charge interest at the rate of 5% above the Bank of England base rate on all outstanding charges;
 - 3.7.8. disconnect the supply in accordance with Clause 8.
 - 3.8. 7.8 If you are having difficulty paying your bill, notify us as soon as possible. We may 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 provided that any such help or assistance will not mean that you are not responsible for making full payment

4. Changes to your Contract

- 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.
- 4.2. If we need to make changes to your contract that are not to your advantage, we will give you 30 (thirty) days' notice of these changes. This does not apply if you are moving onto our So Out of Contract tariff at the end of one of our fixed price tariffs.
- 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. 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. Moving Home

- 5.1. If you are moving house you must notify us at least 3 (three) days before your move out date and provide us with the contact details, including valid email address, for the person moving into the Property or otherwise becoming responsible for the Supply from that date.
- 5.2. If you require us to Supply your new property, we will cancel your existing contract and we shall make a new contract appropriate to your new property. You will not have to pay an Exit Fee in this respect.
- 5.3. If you are moving home and do not tell us, your contract with us will continue and you will be responsible for all charges until the date that someone other than you takes responsibility for the Supply. You will also be responsible for all costs incurred by us in this respect.
- 5.4. If you are the person moving into the Property and: there is a Deemed Contract; and you have not provided a valid email address we will issue a paper bill until such time as you provide a valid email address.

6. Renewing your Contract

- 6.1. If you are on one of our fixed priced tariffs and change to another So Energy tariff, we will not charge you an Exit Fee. The new So Energy Contract will take effect from the contract start date.
- 6.2. 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 the variable rate So Out of Contract tariff when your fixed price tariff ends. The So Out of Contract tariff rates are available on our website www.so.energy.

7. Ending your Contract

- 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 the Supply provided up to and including the cancellation date.
- 7.2. You may end this contract by giving us at least 28 (twenty-eight) days' notice provided:
 - 7.2.1. another supplier has started to supply energy to the Property, or the supply has been disconnected; and
 - 7.2.2. all sums due by you to us have been paid in full.
- 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 except that a change to charges made in accordance with this contract will not entitle you to end the contract..
- 7.4. We reserve the right to end this contract:
 - 7.4.1. if you are in material breach of the contract;
 - 7.4.2. if you did not pay us what you owed us when it was due;
 - 7.4.3. if we no longer have the relevant licences to supply your Energy;
 - 7.4.4. at any time by giving you 28 (twenty-eight) days' notice.
- 7.5. You may switch your tariff with So Energy at any time. If you are on a fixed price tariff and you switch tariff before the end of the contract, we may charge you an Exit Fee. This Exit Fee is shown in your online account portal (www.so.energy/login) as well as in your Welcome Pack.
- 7.6. You may end your contract with us and switch supplier at any time. If you are on a fixed price tariff and you switch supplier before the end of the contract, we may charge you an Exit Fee. This Exit Fee is shown in your online account portal (www.so.energy/login) as well as in your Welcome Pack.
- 7.7. Before you switch to another supplier:
 - 7.7.1. you must pay all outstanding sums due to us: or
 - 7.7.2. your new supplier must agree to be responsible for payment of all outstanding sums due to us.
- 7.8. 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.
- 7.9. 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 the Property.

8. Disconnection of Supply

- 8.1. We can suspend or disconnect your Supply if:
 - 8.1.1. you have not paid your bill on time;
 - 8.1.2. you are in material breach of the contract;

- 8.1.3. you have, or we have reason to believe you may have damaged or tampered with the metering equipment; or
- 8.1.4. we are required to do so by any law, code or agreement.
- 8.2. If we suspend or disconnect your Supply:
 - 8.2.1. we may ask for a Security Deposit before we re-start or re-connect the Supply; and
 - 8.2.2. you will be required to pay our reasonable costs to disconnect the Supply and/or reconnect the Supply.

9. Your Meter and our Agents

- 9.1. The volume of Energy supplied to the Property is measured by metering equipment installed at the Property.
- 9.2. You are required to take reasonable steps to ensure that the metering equipment installed at the Property is protected and not damaged or interfered with in any way. You must notify us if any damage or interference occurs or may occur.
- 9.3. In order to provide you with Energy, we require access to your meter from time to time. 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.
- 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.
- 9.5. Unless your meter is a Prepayment Meter you are required to provide us with regular meter readings.
- 9.6. We will carry out a safety inspection of the metering equipment at least once every 2 (two) years.
- 9.7. If either of us 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 shall pay the reasonable costs associated with the inspection and testing.

10. Our Liability in this Contract

- 10.1. If you suffer any loss or damage which is caused by us, our liability to you will be limited to £10,000 in any calendar year for each claim or series of events arising from the same claim.
- 10.2. We will not be liable to you for:
 - 10.2.1. any loss due to circumstances beyond our control (a force majeure event); or
 - 10.2.2. any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses; or
 - 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
 - 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.
- 10.3. As we do not directly control the reliability of energy supplied to the 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. Safety and Emergencies

- 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 www.so.energy/emergency.
- 11.2. If you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0800 111 999.
- 11.3. If you have caused a stoppage, limitation or disconnection then you may have to pay our reasonable costs to restore your Supply.

12. Additional Conditions

- 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 www.so.energy/privacy.
- 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.

- 12.3. You may not transfer the contract or any of your rights under it without first obtaining our written consent.
- 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.
- 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.
- 12.6. Notices to us under the contract may be sent by email to notices@so.energy or by post to So Energy Trading Limited, The Light Box, 111 Power Road, London, W4 5PY.
- 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.
- 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. National Terms of Connection

- 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.