

Energy Supply Contract Terms

Domestic Customers – September 2015

bringing energy to life





Keeping you up to speed

The latest changes to our Energy Supply Contract

A few things have changed since the last edition of our Energy Supply Terms and Conditions. To make sure things are clear, we've summarised the changes for you here...

- A.** We've updated references to our tariffs and payment methods to make them clearer;
- B.** We've added more information relating to smart meters and how we collect data from them;
- C.** We've updated our responsibilities to you; and
- D.** We've expanded our privacy policy to clarify what information we may collect from you, how we use it and who we may share it with (including credit reference and fraud prevention agencies).

Contents

1. Meanings of words & phrases
2. The contract
3. Deemed contract
4. Supplying energy
5. Cancellation
6. Supply start date
7. Our prices and charges
8. Your responsibility for equipment
9. Access to premises and meters
10. Security deposit
11. Previous supplier's charges
12. Billing and payment
13. Change of payment method
14. Failure to pay our charges
15. Rights to stop supplying you
16. Changing the contract
17. Ending your contract
18. Transfer of our charges
19. Safety and emergencies
20. Standard terms of connection for the supply of electricity
21. Additional terms that apply for prepayment meters
22. Additional terms that apply for smart meters
23. Additional needs
24. Use of personal information
25. Limitation of liability
26. Notices
27. General terms & conditions
28. Complaints

Appendix A: Privacy Policy

Energy Supply Contract Terms for Domestic Customers

These are our standard terms and conditions for the supply of Energy to domestic premises in Great Britain. Please read these terms and conditions carefully so that you fully understand your commitments and our responsibilities.

1 Meanings of words & phrases

- 1.1
- “Additional Charges” means any charges under the Contract other than: (i) charges for the supply of Energy to the Property; and (ii) charges for any Non-Supply Services;
 - “Application” means an application for the supply of Energy to the Property, completed by you and submitted to us in person, over the internet or made with us on the telephone;
 - “Consent Request” means a notice we will send you to request your consent before we make a particular amendment to the Contract. This notice will inform you of the nature, purpose and effect of the proposed amendment and inform you that you do not need to agree to it;
 - “Contract” means the contract under which we supply Energy to the Property and includes a Deemed Contract unless otherwise specified;
 - “Contract Start Date” means the date on which the Contract is entered into by you and us (and becomes a legally binding agreement);
 - “Deemed Contract” means a Contract formed between you and us in the circumstances set out in clause 3.1;
 - “Energy” means gas or electricity or both: (i) as selected on your Application; (ii) as supplied under a Deemed Contract in accordance with clause 3; or (iii) as has otherwise been agreed between you (or any person authorised on your behalf) and us to be supplied under the Contract;
 - “WETA Partner” means the entity (or entities) with whom we enter into wholesale energy trading contracts from time to time;
 - “Notice of Amendment” means a notice we will send you before we make a particular amendment to the Contract without your consent. This notice will inform you: (i) of the specific amendments which are proposed; (ii) that you may end the Contract by changing to another supplier or entering into a new contract with us; (iii) of where you can obtain advice and information about changing to another supplier; (iv) that we may prevent you from changing supplier if you have failed to pay our charges as required under the Contract; and (v) any other information which our licence conditions require us to include;
 - “Non-Supply Services” means any services which are set out in your Welcome Letter in addition to the supply of Energy;
 - “Ofgem” means the Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain (or any other organisation which replaces it);
 - “Payment Method” means one of the following methods of payment of charges due from you to us under the Contract: (i) payment through a Prepayment Meter; (ii) monthly payment in arrears by cash or cheque; or (iii) your bank has been authorised by you, under the Direct Debit Scheme, permitting us to collect charges due from you to us under the Contract directly from your bank;
 - “Property” means the property (including any part of any land, building or structure) to which Energy will be supplied under this Contract and at which Energy will be used wholly or mainly for domestic purposes;
 - “Prepayment Meter” means a meter which operates in a way that requires you to pay charges in advance;
 - “Principal Terms” means the key terms applicable to your tariff as set out in your Welcome Letter and which form part of the Contract;
 - “Privacy Policy” means the policy in Appendix A of these terms and conditions;
 - “Promotional Offer” means any promotional offer (e.g. discount voucher, free gift or entry into a reward points scheme) which is set out in your Welcome Letter, including all associated terms and conditions;
 - “Relevant Network Operator” means either the local gas network operator and/or the local electricity network operator;
 - “Security Deposit” means an Additional Charge payable by you to us, which is an advance payment to cover any future charges due from you to us under this Contract which you fail to pay;
 - “Standard Cancellation Date” means the date which is 14 calendar days after the Contract Start

Date (or such later date as we may notify to you);

- “Supply Start Date” means the date on which we start to supply Energy as set out in clause 6.1 in circumstances where this Contract is not a Deemed Contract;
- “we”, “us” and “our” in each case refers to Spark Energy Supply Ltd (company number 05857467), having its trading address at Ettrick Riverside, Dunsdale Road, Selkirk, Scotland TD7 5EB;
- “Welcome Letter” means the letter we may send to you (by post or e-mail) to confirm the terms and conditions of the Contract which are not set out in these terms (including the Principal Terms);
- “Working Day” means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971; and
- “you”, “your” and “Customer” refers to the person or persons named on the Application, any persons notified to us from time to time and accepted by us or the person or persons who enter into a Deemed Contract with us.

2 The contract

- 2.1 The Contract is between you (the Customer) and us.
- 2.2 The Contract consists of your Application, these terms and conditions, the Principal Terms, any Promotional Offer and any additional terms and conditions set out in your Welcome Letter (or equivalent).
- 2.3 Where you own the Property for the purpose of renting or leasing the Property to another person and you (or any person authorised on your behalf) have an agreement with us that a contract for the supply of Energy will be entered into between you and us in the circumstances specified in the agreement, without you having made an Application, the Principal Terms and prices will be those provided to you before the Contract Start Date and confirmed in your Welcome Letter.
- 2.4 The Contract Start Date will be:
- a) the date on which you signed an Application in our presence;
 - b) the date on which you submitted an Application to us over the internet;
 - c) the date on which you agreed an Application

on the telephone with us;

d) another date which has been agreed between you (or any person authorised to act as agent on your behalf) and us; or

e) the date on which you start to take a supply of Energy at the Property without having done any of the above (this will be a Deemed Contract).

3 Deemed contract

- 3.1 The Contract between you and us is a Deemed Contract where:
- a) you are an owner or occupier of the Property;
 - b) we are the registered supplier at the Property prior to you taking a supply of Energy there; and
 - c) you start to take a supply of Energy at the Property without having taken any of the actions at clauses 2.4(a) to 2.4(d) to enter into a contract with us or you start to take a supply of Energy after such a contract has ended.
- 3.2 Where we supply Energy to the Property under a Deemed Contract, the prices charged for the supply of Energy will comprise a standing charge and unit rate. The prices will be those currently applicable under our Tenant Saver (Variable) tariff. These prices are available to you at <http://sparkenergy.co.uk/our-prices> or on request from our trading address (see above).
- 3.3 Where we supply Energy to the Property under a Deemed Contract, the Payment Method by which you are required to pay our charges for the supply of Energy will be “pay on receipt of monthly bill”, i.e. monthly payment in arrears by cash or cheque or, where the meter at the Property is a Prepayment Meter, by prepayment through the meter.
- 3.4 Where the Contract is a Deemed Contract, there are no termination charges. It will end: a) where you start to receive a supply of Energy, either from us or from another supplier, under a contract you have agreed with us or the other supplier; or b) where the supply of Energy to the Property is cut off (for example because you have failed to pay amounts as required under the Contract or no longer need a supply); but you continue to be responsible for paying all charges that become due under the Deemed Contract.

4 Supplying energy

- 4.1 We agree to supply Energy to the Property, in accordance with the Contract.

- 4.2 You confirm that:
- a) you are the owner or an occupier of the Property (or will be by the date you require the supply of Energy to start);
 - b) the Property is currently connected to a gas and/or electricity distribution system of the Relevant Network Operator, or they will be by the date you require the supply to start;
 - c) where you are requesting a change in the supplier of Energy to the Property, you have authority to do so; and
 - d) where you have made an Application, the meter at the Property is appropriate for the Energy and for the Payment Method that you have chosen on your Application.

- 4.3 The supply of Energy under the Contract will be delivered to the Property by the Relevant Network Operator. We do not guarantee the supply of Energy to the Property at all times.

5 Cancellation

- 5.1 Unless the Contract is a Deemed Contract, you may cancel the Contract by the Standard Cancellation Date by:-
- (i) sending us an e-mail to orders@sparkenergy.co.uk;
 - (ii) contacting us by telephone on 0345 034 7474;
 - (iii) writing to us at our trading address to let us know; or
 - (iv) where we have provided you with a cancellation form, completing and returning either by e-mail or post, a completed cancellation form to us.
- 5.2 If we currently supply the Property with Energy and you do choose to cancel, we will continue to supply and bill you for your Energy usage under our Deemed Contract provisions until you arrange for a new supplier to supply the Property.

6 Supply start date

- 6.1 The Supply Start Date will be the later of:
- a) the Contract Start Date;
 - b) the date we are registered to supply Energy to the Property;
 - c) in cases where a meter or junction box must be connected before supply can start, when the meter or junction box is actually connected; and
 - d) a date which has been agreed between you and us.

- 6.2 We shall use all reasonable endeavours to notify you of the Supply Start Date in advance.
- 6.3 Where we are not the registered supplier at the Property on the Contract Start Date, we will aim to start to supply Energy to the Property by no later than 21 calendar days from the Standard Cancellation Date, unless:
- a) you tell us that you want us to supply Energy from a later date;
 - b) you tell us, before we start to supply Energy to the Property, that you do not want us to start to supply Energy to the Property;
 - c) your current supplier prevents us from starting to supply Energy to the Property by objecting to the transfer;
 - d) we have taken all reasonable steps to obtain but do not have all the information we need to be able to start supplying Energy to the Property; or
 - e) we are unable to start supplying Energy to the Property for reasons which are outside of our control, despite having taken all reasonable steps to do so.

- 6.4 Where we are not the registered supplier at the Property on the Contract Start Date and your current supplier prevents us from supplying Energy to the Property by objecting to the transfer:
- a) this Contract shall remain in force for a period of up to 3 months from the Contract Start Date and we will continue to pursue the transfer during this period; and
 - b) if we are still prevented from supplying Energy to the Property, we will notify you and the Contract will end.

- 6.5 You must tell us the date on which you begin to take Energy at the Property, either before or on the Supply Start Date, or as soon as reasonably possible afterwards. You must provide us with an accurate meter reading(s) at that time (or permit us, or any other person on our behalf, safe access to the Property to obtain a meter reading). If this information is not made available, then we reserve the right to consider that:-
- a) Your Supply Start Date is the day after the termination date for the outgoing customer; and
 - b) The opening meter reading(s) for you is/are the same as the final meter reading(s) for the outgoing customer.

7 Our prices and charges

- 7.1 You agree to pay us:
- a) our charges for the supply of Energy to the Property;
 - b) our charges for any Non-Supply Services; and
 - c) any Additional Charges that may apply under this Contract.
- Our charges are based on a single standard charge which is a fixed amount per day and a unit rate. If you are on a non-time of use tariff, then the unit rate is a single unit rate (which is an amount per unit of energy used. If you are on a time of use tariff (which means you pay a different price for Energy depending on the time of day), then our unit rate is based on time of use rates.
- 7.2 Our charges for the supply of Energy will be determined by the prices applicable to your tariff and Payment Method or such other charges as determined in accordance with the terms and conditions of the Contract.
- 7.3 You can get further information on our prices at <http://sparkenergy.co.uk/our-prices> or on request from our trading address (see above).
- 7.4 Our charges for the supply of Energy are based on the Energy consumed at the Property according to the volumes recorded and measured by your meter. If you or we dispute the accuracy of a meter reading, we shall make arrangements for the meter to be inspected and tested. If the meter is found to be operating within the limits of accuracy as required by the applicable legislation, the cost of the inspection and testing of the meter will be paid by the party that disputed the accuracy of the meter.
- 7.5 Our charges for the supply of Energy may be based on a reasonable estimate of your Energy consumption. This will be based on information we hold about your Energy consumption, previous Energy consumption at the Property and/or average Energy consumption in similar premises. You must pay the charges based on an estimate of your Energy consumption and, where we next charge you on the basis of an actual meter reading, we will adjust our charges to ensure that your charges over time reflect your actual Energy consumption.
- 7.6 The charges for any Non-Supply Services will be set out in your Welcome Letter.

- 7.7 We may also recover from you any Additional Charges which apply under this Contract. You can get further details of the Additional Charges that might apply at <http://www.sparkenergy.co.uk/legalstuff> or on request from our trading address (see above).

8 Your responsibility for equipment

- 8.1 You are responsible for all pipes, fittings, plant, wires and cables, equipment and apparatus used in connection with the supply of Energy on your side of any meter and must maintain them in good working order and safe condition at all times.
- 8.2 You must ensure that any meter measuring the supply of Energy to the Property and any equipment, apparatus or device which is associated with or ancillary to the meter is free from damage or interference. If you do not, we may charge an Additional Charge for the reasonable costs paid or incurred by us to inspect, repair and/or replace any meter, piece of equipment, apparatus or device.
- 8.3 You must let us know right away if there is any damage, fault or other problem with the meter at the Property or with any equipment, apparatus or device which is associated with or ancillary to the meter.

9 Access to premises and meters

- 9.1 You agree to allow the Relevant Network Operator and any agent appointed by us to have safe, full, and free access to the Property:
- a) at any time, if there is a risk to the health and safety of any person or risk of damage to any property, or if we have been given a statutory direction relating to the supply of Energy to the Property;
 - b) at all reasonable times, for the purpose of installing, maintaining or replacing any pipes, fittings, plant, wires and cables, equipment or apparatus owned or operated by either the Relevant Network Operator or us in connection with the supply of Energy;
 - c) at all reasonable times, for the purpose of installing, maintaining, testing, removing or reading any meter or metering equipment that is used to enable us to perform our obligations under this Contract;
 - d) at all reasonable times to disconnect, restrict or cut off the supply of Energy to the Property where we are permitted to do so under this Contract; and

e) at all reasonable times after this Contract has ended, if we want to collect any meter or other equipment or apparatus that belongs to us.

- 9.2 Where an appointment has been made for one of our agents to attend the Property and we are not able to access the Property at the arranged time or you cancel an appointment on less than 24 hours' notice, we may charge an Additional Charge.

10 Security deposit

- 10.1 We may ask you to pay a Security Deposit at any time:

a) if we are concerned about your ability to pay our charges; or b) if you fail to pay our charges in accordance with clause 12 below.

- 10.2 The amount of a Security Deposit will be determined by us on the basis of what we would anticipate to be our charges for supplying Energy to you over a 3 month period.

- 10.3 Where we are holding a Security Deposit, the title in the Security Deposit will vest in us (and the amount will not be included in your current account balance). We will add interest to the amount we are holding as a Security Deposit at the rate which is 4% above the prevailing Bank of England base rate.

- 10.4 Unless it is reasonable for us to keep a Security Deposit for a longer period, we will repay it to you (in accordance with clause 10.5) either:

a) within 14 calendar days if, during the previous 12 months, you have paid all our charges in accordance with the Contract; or

b) within 28 calendar days, if the Contract has ended and you have paid all our charges.

- 10.5 Where we repay a Security Deposit, the amount we repay will be the amount you paid less any amount we have previously deducted to recover outstanding charges in accordance with the Contract and plus any interest which has been added in accordance with clause 10.3.

11 Previous supplier's charges

- 11.1 If we are the new supplier at the Property and you have not paid all of the charges you owe to your previous supplier, some or all of the outstanding charges may be transferred to us to collect. Where your previous supplier notifies you in writing that this is to happen, we may collect the outstanding charges from you as Additional Charges.

12 Billing and payment

- 12.1 You agree to pay the Charges as specified in the Contract.

- 12.2 You shall pay the charges due under the Contract according to the applicable tariff and using the Payment Method confirmed in your Welcome Letter or such other Payment Method as determined in accordance with the terms and conditions of the Contract.

- 12.3 We will send you a bill or statement as required by our licence conditions (which will show you a breakdown of our charges) at least once per year. You may request statements at other times and we will endeavour to provide them.

- 12.4 If you receive a bill or statement which is based on an estimate of your Energy consumption and you do not consider the estimate to be reasonable, you should notify us and provide us with an accurate meter reading as soon as possible afterwards.

13 Change of payment method

- 13.1 We may require a change to your Payment Method in the following circumstances:

a) where the meter at the Property is not appropriate for your Payment Method, but is appropriate for another Payment Method, we may require you to pay our charges using that other Payment Method;

b) where you fail to pay our charges as required under the Contract, we may require you to pay by some other Payment Method (for example, we may change your Payment Method to payment through a Prepayment Meter or to monthly payment in arrears by cash or cheque); and

c) where a Direct Debit instruction for payment of our charges is cancelled during the term of this Contract and you have not paid all amounts included in our final bill or statement, we may require you to pay our charges using a Payment Method other than payment by Direct Debit.

- 13.2 Where we require a change to your Payment Method, we will change the terms and conditions that apply to your Payment Method and there may be an increase in our charges for the supply of Energy to the Property. You can get further information about the charges applicable to different Payment Methods at <http://sparkenergy.co.uk/our-prices> or on request from our trading address (see above).

- 13.3 At least 7 Working Days before we require a change to your Payment Method, we will give you a notice setting out:

a) any disadvantageous changes to your terms and conditions we will make (including any increase in our charges for the supply of Energy to the Property);

b) when these changes will take effect; and

c) the main reasons for us requiring a change in Payment Method. You are not obliged to accept the proposed changes.

- 13.4 Where the change in your Payment Method requires a meter or associated equipment to be changed, we may charge an Additional Charge to cover this.

14 Failure to pay our charges

- 14.1 If there is more than one Customer under this Contract, each Customer will be jointly and severally liable for any charges due under the Contract. This means we will be entitled to claim all of the amounts owed under the Contract from any person who has entered into this Contract with us.

- 14.2 If you are having difficulties paying our charges, we will try to help you, but we can only do this if you contact us to let us know.

- 14.3 Where you fail to pay our charges by the date they are due to be paid or you have failed to pay by Direct Debit in accordance with the Contract:

a) if you have more than one account with us, we may use any credits on one account to pay amounts owing on another account; and

b) if you have paid a Security Deposit to us, we may use the Security Deposit to pay off the outstanding charges you owe to us.

- 14.4 Where we have sent you a bill or statement requesting payment of charges and the charges requested remain unpaid for 30 calendar days after the date payment was requested;

a) we may charge you an Additional Charge to recover our reasonable expenses incurred in pursuing you to pay the charges, including without limitation our reasonable administration costs, our costs paid or incurred by us in trying to contact you for payment and, if we need to visit the Property, for obtaining a warrant allowing us to enter the Property;

b) we may charge an Additional Charge to recover interest on the outstanding charges at an annual

rate of 4% above the prevailing Bank of England base rate; and

c) we may (where we are permitted by our licence conditions and industry arrangements) prevent you from transferring to another Energy supplier.

- 14.5 Where we prevent you from transferring to another Energy supplier, we will give you notice of this, tell you our reasons for preventing the transfer and tell you about what you can do if you disagree with our reasons.

15 Rights to stop supplying you

- 15.1 We may disconnect, restrict or cut off the supply of Energy to the Property (in respect of gas or electricity, as appropriate) in any of the following circumstances:

a) where there is a risk of danger to the public if we continue to supply;

b) where you fail to pay our charges or a Security Deposit as required under the Contract and it is not safe or practicable to fit a Prepayment Meter to collect the outstanding and future charges;

c) where you are in material breach of the Contract;

d) where we reasonably believe that there has been a theft of Energy or a deliberate interference with a meter; or

e) where we are required or permitted to disconnect, restrict or cut off the supply of Energy under any law, licence, code or agreement.

- 15.2 Where we disconnect, restrict or cut off the supply of Energy to the Property, we may charge an Additional Charge to recover our reasonable costs and there may be a further Additional Charge to cover our reasonable costs incurred in reconnecting the supply.

16 Changing the contract

- 16.1 We may, without your consent, make any amendment to the Contract which does not involve an increase in charges and which does not cause you any disadvantage. We will notify you of any such amendment before it takes effect.

- 16.2 We may, without your consent, amend the Contract in a way that may not be to your advantage (including increasing our charges):

a) where we require a change to your Payment Method in accordance with clause 13; or

- b) where we have sent you a Notice of Amendment at least 30 calendar days in advance of the date of which the proposed amendment would take effect and clause 16.3 does not apply.
- 16.3 Where we have sent you a Notice of Amendment, we will not make or enforce the proposed amendment where: a) we are informed, by no later than 20 Working Days after the amendment set out in the Notice of Amendment takes effect, that another Energy supplier is to start supplying Energy to the Property and that Energy supplier starts to supply Energy to the Property within a reasonable period of time after we are so informed; or b) you have entered into a new contract with us by no later than 20 Working Days after the amendment set out in the Notice of Amendment takes effect.
- 16.4 We may, without your consent, amend the Contract, where we are required to do so by law.
- 16.5 We may also amend the Contract (including our charges), where:
- a) if the proposed amendment may not be to your advantage (including an increase in our charges), we have sent you a Consent Request in advance of the date of which the proposed amendment would take effect;
- b) the amendment will (when it takes effect) result in the Contract being subject to the same terms and conditions as are applicable to any other contract we have with other customers under one of the price plans we offer; and
- c) you have contacted us and given your express consent to the amendment.
- 16.6 Where we amend the Contract (including charges) under paragraph 16.5, we will send you a statement confirming that you have agreed to the amendment and explaining the effect of the amendment.
- 16.7 Where, in accordance with the Contract, we amend our charges for the supply of Energy to the Property we will, unless you provide us with an actual meter reading or we are able to take an actual reading on the date the Contract is changed, calculate charges using an estimated meter reading for the date on which the amendment takes effect.
- 17 Ending your contract**
- 17.1 In the circumstances set out in clause 6.4, the Contract will end on the date determined in accordance with that clause.
- 17.2 Unless clause 17.3 applies, the Contract will end:
- a) on the date you stop owning or occupying the Property, if you give us at least 2 Working Days' notice of that date; or
- b) where you stop owning or occupying the Property without giving us at least 2 Working Days' notice, the Contract shall end on the earlier of:
- (i) the date that is 2 Working Days after you have given us notice that you have stopped owning or occupying the Property, and
- (ii) the date that another person begins to own or occupy the Property and starts to take a supply of Energy at the Property.
- 17.3 Where you occupy (but do not own) the Property and the owner of the Property and us have agreed in advance that a contract for the supply of Energy will be entered into on the date you stop occupying the Property (and this agreement has not been withdrawn), the Contract will end on the date you stop occupying the Property.
- 17.4 You may also end this Contract:
- a) where you have contacted another supplier and asked to be supplied by them, from the date the other supplier becomes the registered supplier at the Property; and
- b) at any time by notifying us in writing at least 28 calendar days before the date you want the Contract to end.
- 17.5 We may end this Contract:
- a) at any time by notifying you in writing at least 30 calendar days before the date we want the Contract to end;
- b) immediately where you are no longer the owner or occupier of the Property; and
- c) unless the Contract is a Deemed Contract (in which case, see clause 3.4(b) above), immediately where we have disconnected or cut off the supply of Energy in accordance with clause 15 above.
- 17.6 Either you or we may end this Contract immediately if we are no longer licensed to supply Energy to the Property.
- 17.7 Where Ofgem gives a direction to another supplier for it to supply Energy to the Property, the Contract in respect of the Energy covered by the direction will end on the date the direction takes effect.
- 17.8 You continue to be responsible for and are required to pay charges for the supply of Energy to the Property until the date that the Contract ends.
- 17.9 Where you stop owning or occupying the Property, you must provide us with an accurate final meter reading showing the consumption of Energy up to the date you stopped owning or occupying the Property (within 2 calendar days of that date) and where you wish to end the Contract for any other reason, you must provide us with an accurate final meter reading up to the date the Contract ends (within 2 calendar days of that date).
- 17.10 Where you wish to end your Contract because you are due to stop owning or occupying the Property, you must notify us of your new or forwarding address.
- 17.11 When we are made aware that the Contract is to end, we shall prepare a final bill or statement for you. If we do not receive an actual meter reading from you in accordance with clause 17.9, we may base the final bill or statement on a reasonable estimate of your Energy consumption.
- 17.12 Where you cancel a Direct Debit instruction for payment of our charges before we have sent you our final bill or statement, you will still be required to pay any further charges which are due to us under the Contract.
- 17.13 Where we have sent you a final bill or statement requesting payment of charges, you are required to pay all charges requested within 7 calendar days of the date on such final bill or statement.
- 17.14 Where this Contract ends:
- a) you and we will not lose any rights we already have to claim amounts that are owed at the end of the Contract; and
- b) you must still provide us with final meter readings in accordance with clause 17.9 above.
- 18 Transfer of our charges**
- 18.1 Where this Contract ends and your supply has been transferred to another supplier, we may transfer the right to recover charges requested in our final bill or statement which are outstanding to your new supplier for them to collect for us. Where we notify you in writing that this is to happen, your new supplier may collect the outstanding charges from you.
- 19 Safety and emergencies**
- 19.1 If you become aware of or suspect any escape of gas or any other gas emergency, you must immediately notify your Relevant Network Operator's emergency service on 0800 111 999.
- 19.2 If you become aware of or suspect anything relating to the supply or distribution of electricity which may cause danger or require urgent attention, you must notify your Relevant Network Operator.
- 19.3 You must not at any time use or permit any use of Energy supplied under this Contract:
- a) in or as part of any dangerous process;
- b) in a way likely to create any risk to the health and safety of any person or risk of damage to any property (other than where such risk is inherent in the normal use of Energy); or
- c) in a way which will interfere with the efficient supply of Energy to other customers.
- 19.4 Where this Contract is for the supply of gas and we are given a statutory direction to cut off or restrict the supply of gas to the Property:
- a) we may cut off or restrict the supply of gas to the Property; and
- b) you must comply with any instructions we give to you in respect of your use of the gas, where it is necessary or expedient for us to take such action in order to comply with the direction and while the direction is in force.
- 20 Standard terms of connection for the supply of electricity**
- 20.1 If we supply you with electricity under this Contract, you agree to enter into a standard connection agreement for your electricity with your Relevant Network Operator. We may act as an agent for your Relevant Network Operator to obtain a connection agreement with you.
- 20.2 Your connection agreement with your Relevant Network Operator is that you and your Relevant Network Operator must comply with the National Terms of Connection ("NTC"). The NTC is a binding legal agreement that sets out rights and obligations relating to the supply of electricity to the Property. A copy of the NTC can be found on the National Terms of Connection (Great Britain) website at www.connectionterms.org.uk.
- 21 Additional terms that apply for prepayment meters**
- 21.1 You are responsible for your prepayment card, key, token (or similar device) and you must keep it safe and undamaged.

21.2 If you damage or lose your prepayment card, key, token (or similar device), we may charge an Additional Charge to recover our reasonable costs (or those of our agents) for providing you with a replacement.

21.3 If you owe us money, we may agree to allow you to pay it back by paying more on your Prepayment Meter than is required to pay for your Energy consumption.

22 Additional terms that apply for smart meters

22.1 The smart meter and display unit are owned by us or our agents. If you stop owning or occupying the Property, you must leave the display unit at the Property and you must leave the display unit linked to the smart meter.

22.2 We may use the smart meter to manage your supply of Energy without attending the Property, including:

- a) reading your meter on a monthly basis and monitoring your consumption of Energy;
- b) undertaking repairs or updates to the smart meter;
- c) changing the smart meter from a credit meter to a Prepayment Meter; and
- d) restricting or cutting off your supply of Energy.

22.3 Our charges for the supply of Energy are based on the Energy consumed at the Property according to the volumes recorded and measured by the smart meter. Our charges for the supply of Energy may be based on a reasonable estimate of your Energy consumption where circumstances beyond our control prevent us from taking an actual meter reading.

22.4 You must let us know right away if your smart meter or display unit has been moved, appears to be faulty or has been tampered with.

22.5 If you have a smart meter installed by another supplier you should tell us this before you transfer to us. After you transfer to us you may not be able to use all the functions of the smart meter but we will explain what functions (if any) will be affected before you transfer to us based on the information that we have.

22.6 In addition to the monthly information we collect, if you have, at the Supply Start Date, chosen to allow us to collect information about your Energy usage from your smart meter at half-hourly intervals we

will use this information (in accordance with our Data Charter – www.sparkenergy.co.uk/legalstuff) to:

- (a) manage your account and to supply the services you have requested from us and
- (b) collect your half-hourly readings once a day unless we notify you otherwise.

22.7 If you have not given us your permission to collect this half-hourly information from your smart meter (or later wish to withdraw your permission) you can do so at any time by e-mailing us at smartmeters@sparkenergy.co.uk, calling us on 0333 321 6246 or writing to us at our trading address.

23 Additional needs

23.1 If you or a member of your family or household has additional needs in relation to how you use the supply of Energy under this Contract then you must let us know. The Citizens Advice Bureau is an independent body who can advise you on what is available to meet your circumstances. Please contact them on 03454 040506 (03454 040505 Cymraeg) or visit www.citizensadvice.org.uk.

24 Use of personal information

24.1 The personal information that you provide to us or we hold (whether or not under the Contract) may be used by us, our employees and/or agents in accordance with our Privacy Policy. You and we shall comply with our Privacy Policy. You can find a copy of our Privacy Policy in Appendix A of these terms and conditions.

24.2 You are entitled to have a copy of the information we hold about you. We may charge an Additional Charge for providing you with a copy of such information.

24.3 If you provide us with an e-mail address you agree that we may send contract fulfilment and other account information by email. You agree to notify us of any change to your e-mail address.

25 Limitation of liability

25.1 If we cannot supply you with Energy at the Property for some reason that is beyond our reasonable control (for example because of a failure in the local or national network), you will not be able to claim that we have breached this Contract.

25.2 If you suffer any loss or damage, our responsibility to you shall be limited to a maximum liability of

£100,000 in any calendar year. However, we will not be liable to you for

- (a) any indirect, consequential, economic or financial loss or
- (b) any loss which is not reasonably foreseeable.

25.3 If the Relevant Network Operator causes you loss or damage, our responsibility to you will be limited to the amount we are entitled to recover from them (or both) on your behalf.

25.4 Nothing in this Contract will exclude liability for death or personal injury caused by our negligence or any other liability which cannot be excluded or limited by law.

26 Notices

26.1 Written notice to us in pursuance of your rights under this Contract must be made to our trading address as set out above or to such other address that we have notified to you in writing or that we have published on our website for the purpose of receiving notices.

27 General terms & conditions

27.1 We may transfer all or part of this Contract to another licensed Energy supplier without your consent. Any such transfer would be notified to you and clause 18 shall apply to any such transfer as if this Contract had ended and your supply has been transferred to the other supplier.

27.2 Without your prior consent, we may: a) transfer our rights or interests and liabilities under this Contract; or b) grant security or declare a trust over our rights or interests and liabilities under this Contract, to our WETA Partner or any party whom our WETA Partner considers, acting reasonably, to be appropriate.

27.3 Where our licence conditions provide that we must include in these terms and conditions a requirement which could reasonably be considered as:

- a) giving you a right to receive something in any circumstances;
- b) giving you a right to avoid being subject to something in any circumstances, and
- c) providing you with a specific form of protection in any circumstances, we shall comply with that requirement. You can get further information on our licence conditions at <https://www.ofgem.gov.uk/>.

27.4 Your rights and obligations under this Contract are personal to you, and you are not entitled to transfer the benefit or burden of it to another person without our written consent.

27.5 Nothing in this Contract affects any statutory rights you may have under law.

27.6 If any provision of this Contract is declared to be invalid by a court or regulatory authority, the validity of the remaining provisions of this Contract shall not be affected.

27.7 If the Property is located in England or Wales, this Contract shall be governed in accordance with the laws of England and the English courts shall have exclusive jurisdiction. If the Property is located in Scotland, this Contract shall be governed in accordance with the laws of Scotland and the Scottish courts shall have exclusive jurisdiction.

28 Complaints

28.1 If you have any complaint about the services provided under the Contract you should in the first instance write to us at our trading address (see above), contact us by e-mail at customerrelations@sparkenergy.co.uk or telephone our dedicated Customer Care team on 0345 130 8355. Our complaints procedure is available on our website at <http://sparkenergy.co.uk/useful-info/complaints>.

28.2 Where we are unable to resolve the matter to your satisfaction you may refer the complaint to the Energy Supply Ombudsman at:

**Ombudsman Services: Energy,
PO Box 966, Warrington WA4 9DF
Phone: 0330 440 1624
Fax: 0330 440 1625
Text phone: 0330 440 1600
Website: www.ombudsman-services.org/energy**

Appendix A: Privacy Policy

A guide to the use of your personal data

This policy describes and governs the collection, storage and use of personal information collected by us – in particular about our customers and potential customers. It provides you with details about the personal information that we may collect from you, as well as how we use that information.

1. Who we are

Spark Energy Supply Ltd is a company registered in England (registration number 05857467), whose registered office is at Regent House, 316 Beulah Hill, Upper Norwood, London SE19 3HF. Our trading address is Ettrick Riverside, Dunsdale Road, Selkirk, Scotland TD7 5EB. For the purposes of the Data Protection Act 1998, we are the Data Controller.

2. The information we collect about you

We may receive information about you if you use any of the other websites we operate or other services we provide. We may also work with third parties and may receive information about you from them.

We may collect the following information about you:

- your name;
- your age and sex;
- your postal address;
- your phone number (fixed line and/or mobile);
- fax and e-mail details;
- energy usage and other service related information (including data gathered and stored on a smart meter);
- credit history information;
- details of any criminal offences (where we suspect and/or you have been accused of committing fraud or stealing energy);
- bank account details;
- Financial and credit card (or other billing information); and
- any additional needs you may have.

When you enter into a Contract for the supply of Energy to your Property, we may check our own records and others, such as those of credit reference agencies (CRAs) and fraud prevention

agencies (FPAs). When CRAs receive a search request 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.

We may also make checks such as assessing your application for credit and verifying identities to prevent and detect crime. We may also make periodic searches at CRAs and FPAs to manage your account with us. 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.

Information on your Contract may be sent to CRAs and will be recorded by them (including details of your account and how this is managed). If you do not pay our charges in full and on time, CRAs may 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.

3. Information you give us

You may give us information about you by filling in forms on our website (our site) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our services, search for a product, place an order on our site, participate in live chat or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.

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 fraud prevention agencies and other organisations involved in crime and fraud prevention.

4. Information we collect about you from our website

With regard to each of your visits to our website we may automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

5. How we may store and use your information

We (or third party data processors acting on our behalf) may collect, store and use your personal information listed above (including energy consumption data) for the following purposes:

- to transfer your energy supply from your previous energy provider, and also to pass details to other energy providers and network operators in connection with your use of utility services;

- to manage your energy account(s) with us, to provide you with information about how much of a particular service you have used and what charges will apply;
- to communicate with you in relation to your account with us, including by post, email, your online account, SMS and live chat;
- to allow you to participate in interactive features (e.g. on our website) and as part of our efforts to keep our website safe and secure and to administer our website for internal operations;
- in connection with arranging and conducting visits to your property (e.g. to read meters);
- to contact you (including by SMS and e-mail) with products and services which we think may interest you;
- to disclose your personal information to carefully chosen third parties including your local authority, your water company and our broadband and telephony partner so that they may contact you (including by SMS and e-mail) with products and services which they think may interest you;
- in connection with system maintenance, testing and training;
- to run credit checks the results of which may impact the services which we offer you;

- to undertake or assist fraud prevention, identity or money laundering verification and legal enforcement where necessary;
- to create profiles and marketing opportunities where you have explicitly consented for your data to be used for such purposes; and
- in connection with market research activities.

We or our suppliers may also record calls that we hold with you for quality, training and audit purposes (and to ensure that such calls meet legal and regulatory requirements) but only having notified you of this fact.

We will not keep personal information longer than is necessary for the purpose or purposes for which they were collected. For marketing purposes, unless you tell us otherwise, we will keep this for one year after your contract with us ends.

6. Who we share your information with

We may disclose your personal information in respect of the purposes listed above with the following organisations:

- letting agents and landlords;
- service providers in connection with your use of our services;
- our business partners and subcontractors (including our broadband and telephony partner);
- online comparison websites;
- Government and/or regulatory bodies, such as Ofgem;
- third parties where there is a legal duty to disclose or share such information or in order to enforce or apply the terms of our Contract with you;
- the owners and/or operators of smart (or similar) meters;
- other utility service providers who may supply to your property (including the Relevant Network Operator) as well as your local authority, water company, social services, charities, healthcare or other support organisations and/or housing associations relevant to your property and/or use of our services;

- payment and mail fulfilment providers;
- online email service providers;
- CRAs, fraud prevention and debt collection agencies for the purpose of debt collection and issuing default notices; and
- market research organisations.

If a third party acquires all (or substantially all) of our business and/or assets, we may disclose your personal information to that third party in connection with the acquisition. We may also disclose your personal information where we are required to do so by applicable law, by a governmental body or by a law enforcement agency.

7. How we may contact you

Unless you have expressly advised us to the contrary, we may contact you in any way, including by email, phone, text or multimedia message or other forms of electronic communication (including, where applicable, a message through your smart meter) or by visiting you. Where we are contacting you to tell you about any offers, we will use reasonable endeavours to only contact you in accordance with your preferred communication method.

8. International transfers

We or our suppliers may transfer personal information that we collect from you to third party data processors located, or have servers located, in countries that are outside of the European Economic Area including the United States in connection with the above purposes. Please be aware that countries which are outside the European Economic Area may not offer the same level of data protection as the United Kingdom, although our collection, storage and use of your personal data will continue to be governed by this privacy policy.

9. Cookies

Cookies are small text files that are placed on your computer or mobile device when you visit a website or when you open an email or SMS communication. They are used to make websites

and other forms of communication work more efficiently as well as to track certain actions. You can disable cookies.

When you use our website or communicate with us via email or SMS communication, we may place a cookie on your computer or mobile device. More information about the cookies that we use on our website and why we use them is set out below:

- PHP Session ID – Used to authenticate Spark customers in the My Account section.
- Google analytics -we send information about your session to Google so they can provide us with traffic statistics and popular pages so we can improve our website.
- WhosOn -we use your session information to provide our Live Chat service.

10. Third party websites

Our website(s) contain links to other websites operated by third parties. Please note that this privacy policy applies only to the personal information that we collect through our website(s) and we cannot be responsible for personal information that third parties may collect, store and use through their websites. You should always read the privacy policy of each website you visit carefully.

11. Security

Whilst we take appropriate technical and organisational measures to safeguard the personal information that you provide to us, no transmission to or from us by post, email, fax or over the Internet can ever be guaranteed secure. Unless encrypted, communications over the internet are not secure and as such, we cannot accept any liability or responsibility

for any unauthorised access or loss of personal information.

12. Using your data for marketing purposes

From time to time we will have offers or promotions or other communications that may be referred to as ‘marketing’ via email or text.

If you would prefer not to receive this information please let us know by writing to: Marketing Department, Spark Energy, Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB. Please include your name, address and postcode and whether you’d like to opt out of email, text messages, or both. You can also tell us at any time that you want us to stop sharing your personal information with other organisations for marketing purposes.

13. How to find out more

This is a condensed version of our Privacy Policy and if you have any questions about how we collect, store and use personal information or would like to read the full details of how your data may be used please contact us:

Visit our website:

www.sparkenergy.co.uk/legalstuff

Email us: customerservice@sparkenergy.co.uk

Write to us: Spark Energy, Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB

Using your data for marketing purposes

From time to time we will have offers or promotions or other communications that may be referred to as 'marketing' via email or text.

If you would prefer not to receive this information please let us know by completing the form below and sending to:

**Marketing Department,
Spark Energy, Ettrick Riverside,
Dunsdale Road, Selkirk TD7 5EB.**

Your name _____

Your address _____

Postcode _____

I do not want to receive such email messages

I do not want to receive such text messages

Save time, visit www.sparkenergy.co.uk

Manage your account

Give meter readings

Get your bills

Tell us if you're moving

Make a payment

And handy live chat too

If you'd like to talk, our call centre is UK-based and you'll find us on Facebook and Twitter too.



Email us

support@sparkenergy.co.uk



Call us

0345 034 7474

8am–8pm weekdays

9am–2pm Saturdays



Live chat

www.sparkenergy.co.uk

Say hello

Facebook and Twitter –

@SparkEnergyUK

For full terms & conditions please visit

www.sparkenergy.co.uk

Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB