

Spark Energy Utility Services Contract for Domestic Customers

These are Spark Energy Supply Limited's terms and conditions for the provision of Services at domestic premises in Great Britain. Please read these terms and conditions carefully to ensure you fully understand your commitment and our obligations because you will be bound by these terms & conditions once a contract comes into existence between you and us.

1 MEANINGS OF WORDS & PHRASES

1.1 The words listed below have the following meanings in these terms and conditions:

"Application" means the application for the supply of Services at the Premises completed by you and submitted to us by post, over the internet, made with us on the telephone or included within your tenancy agreement;

"energy" means gas or electricity or both as set out in your Application;

"Initial Period" means the initial fixed term of the contract as set out in your Application;

"OFGEM" means the Office of Gas and Electricity Markets, an organisation formed by Parliament to protect the interests of utility customers;

"Payment Methods" means one of the following methods of payment by, or monitoring of payments due from you, to us, of energy consumed by you under this contract: (i) a pre-payment meter for energy consumption installed in the Premises; (ii) a Smart Meter Installation has been carried out at the Premises; (iii) a Smart Meter installation date has been arranged for the Premises; or (iv) your bank has been authorised by you, under the Direct Debit Scheme, permitting us to collect all payments for your energy consumption at the Premises directly from your bank;

"Payment on Account" means an advance payment payable by you to us that will not be included in your current account balance, to cover any future bills for Services provided by us to you which you fail to pay, which will be calculated, held by us and returned to you all in accordance with clause 8 below;

"Premises" means the property (including any part of any land, building or structure) identified by you in the Application where energy will be supplied under this contract wholly or mainly for domestic purposes;

"Price Plan" means the price and payment method applicable to your Application;

“Promotional Offer” means any promotional offer (e.g. special discount, free gifts or entry into a reward points scheme) provided to you by us when you made your Application;

“Qualifying Criteria” means the criteria to be met by you in order to continue to receive the Services at the Premises from us as set out in clause 19.1 below;

“Qualifying Period” means the period of thirty-one (31) days commencing on the date on which you move into the Premises;

“Relevant Network Operator” means either the local gas network operator and/or the local electricity network operator;

“Services” means either utility services (a gas supply service and/or electricity supply service), and/or other associated services (for example boiler maintenance or energy conservation services) as set out in your Application;

“Start Date” shall have the meaning given to it in Clause 4.3;

“supply” and “supplied” in each case refers to the supply of a utility service under this contract (but not otherwise) and may include the provision of services required or undertaken in respect of such supply;

“supply point” means the point at which the flow of the utility service to the Premises is metered;

“we” and “us” and “our” and “SESL” in each case refers to Spark Energy Supply Limited (05857467), having its trading address at Ettrick Riverside, Dunsdale Road, Selkirk, TD7 5EB;

“you”, “your” and “Customer” refers to the person or persons named on the Application and/or any other persons notified by you to us from time to time and accepted by us.

2 BINDING CONTRACT AND DEEMED CONTRACT

2.1 A binding contract between you and us will start from the date: (i) you signed your tenancy agreement; or (ii) you signed the Application in our presence; or (iii) submitted your Application to us over the internet; or (iv) you and we agreed an Application on the telephone; or (v) on the creation of a deemed contract between you and us in accordance with and subject to the terms of clause 2.4 below.

2.2 The contract is between you (the customer) and us. The contract consists of these terms and conditions, your Price Plan, the details contained in your Application and any Promotional Offer (e.g. special discount, free gifts or entry into a reward points scheme) provided to you when you made your Application.

2.3 We will commence the supply of Services to you on the Start Date notified to you by us for each Service we supply to you. Your contract shall automatically renew from year to year unless your Application specifies that you are on a short term contract as your tenancy at the Premises is for less than one year.

2.4 A contract between you and us shall come into existence as soon as you move into the Premises where an energy supply point at the Premises has been registered with us prior to you moving into the Premises; such contract is known as, and referred to in these terms and conditions as a “deemed contract”. The deemed contract shall mean that you are subject to these terms and conditions which are incorporated into the deemed contract, for a minimum period of 28 days from the date you move into the Premises. The prices charged for the supply of energy under a deemed contract are available to you on request. A deemed contract is subject to clause 19 below.

3 OUR OBLIGATIONS TO EACH OTHER

3.1 We agree to supply the Services set out in your Application at the Premises.

3.2 You agree that you are the owner or an occupier of the Premises (or will be on the date you require the Services to start) and have authority to change the supplier of the Services at the Premises.

3.3 You agree that the Premises are currently connected to mains gas and electricity for the relevant Service, or that they will be when the Service is due to start.

3.4 You agree that you are responsible for all pipes, fittings, plant, wires and cables, equipment and apparatus used in connection with the supply on your side of any meter and will maintain them in good working order and safe condition at all times.

3.5 You must ensure that the meters measuring the supply of energy to the Premises are free from damage or interference. If you do not, you must pay us for the reasonable costs paid or incurred by us to inspect, repair and/or replace the meter(s).

3.6 We do not guarantee the supply of a utility Service to the Premises. Our supply of a utility Service will be delivered to the Premises by the Relevant Network Operator. This contract does not give you a legal right to have electricity delivered to the Premises. Your separate connection agreement with your local electricity distribution

network operator (see clause 13 below) gives you that right, and automatically takes effect from the date of this contract. No such agreement is required in the case of the supply of gas.

3.7 You agree to pay us for supplying energy to the Premises and for any of our other charges which apply under this contract.

3.8 We both agree to abide by the rules of any SESL Promotional Offer that may be in place at the time of entering into the contract.

3.9 We may prevent the transfer of a utility Service to another utility company in accordance with industry practice, for example during the Initial Period, or if you owe us money.

3.10 For some of the associated services we provide there may be additional terms and conditions applicable.

4 START OF SUPPLY AND DURATION

4.1 It is your responsibility to ensure that you have the appropriate meter for the type of utility Service and Price Plan that you have chosen on your Application.

4.2 Before we can make a supply of energy, you must provide us with a meter reading, or permit us or any other person on our behalf, safe access to the Premises to obtain a meter reading.

4.3 We shall use all reasonable endeavours to let you know in advance of the date when we shall start the supply of Services (the "Start Date"). However, the Start Date may be dependant on external factors beyond our control and as such, the Start Date will be the latest of:

4.3.1 a date which we have agreed between us;

4.3.2 the earliest date when we can register you as a customer;

4.3.3 in cases where a meter or junction box must be connected before supply can start, when the meter or junction box is actually connected.

4.4 If your previous gas and electricity supplier objects to our registration of your supply point either because you owe them money, or because your supply agreement with them has neither expired nor been terminated, or for any other reason, this contract shall remain in force and we will continue to pursue the registration of the supply points in accordance with the original intent of the contract to the extent that this is possible. If for any reason it is impossible to register the requested utility, for example because it does not exist at the Premises requested or if

the previous supplier does not release the supply point for a period of over 3 months, we will notify you and our obligations will cease.

4.5 The Initial Period of any Services will be stated on the Application and will start on the earliest of the Start Dates for the Services. At the end of the Initial Period you can terminate the contract at any time provided you give us 28 days notice.

5 ACCESS TO PREMISES AND METERS

5.1 You agree to allow the Relevant Network Operator and any other agent appointed by us to have safe, full, and free access to the Premises:

5.1.1 at any time, if there may be danger to life or property, or if powers in relation to the delivery or supply of the utility are being exercised under an Act of Parliament or any regulation made under it; or

5.1.2 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 delivery of the Service; or

5.1.3 at all reasonable times, for the purpose of installing, maintaining, testing, removing or reading any utility meter or utility metering equipment that is used to enable us to perform our obligations under this contract;

5.1.4 at all reasonable times after this contract has ended, if we want to collect any meter or other equipment that belongs to us.

5.2 Where an appointment has been made for a Relevant Network Operator or one of our agents to attend at the Premises and we are not able to access the Premises at the arranged time, we reserve the right to charge you an administration fee to cover our costs of having an agent attend the Premises.

5.3 If your Premises are unsuitable for the installation of a smart meter, we may need to install a high gain aerial and in such case, we reserve the right to charge you a fee for such installation.

5.4 You must let us know right away if there is any damage, fault or other problem with the meter at the Premises.

6 PRICES AND PRICE CHANGES

6.1 The price and payment method you have chosen, which comprise your Price Plan (as stated on your Application), each forms a part of this contract. We will bill you and you will pay us in accordance with your Price Plan. If you fail to pay us in accordance with the Price Plan, we shall have the right to change the price we charge you.

6.2 We will be allowed under the terms of this contract to change the price we charge you depending on which Price Plan you chose.

6.3 In addition we may change the price at any time after the end of the Initial Period. If we decide to reduce our price, we shall publicise this change (for example, in a newspaper). If we decide to increase our price, we will tell you in writing. If you do not wish to accept this price increase, you must write and tell us within 14 days of us telling you of the price increase. If you do that, then this contract will end 28 days after you have told us and the price increase will not be applied to your final bill.

6.4 There may be times during the Initial Period when we need to vary the price we charge you other than in the circumstances described in clause 6.2 above. We would need to do so where we have to comply with any relevant event or factor which had the effect of materially changing our business costs in a manner that is beyond our reasonable control. Examples would be a relevant change in the law, or any relevant government or regulatory instruction or obligation, a change in the price of a regulated network service, or the imposition or variation of any tax or duty. If this happens we will advise you in writing of the increase in the price, provide you with the reason for such price increase and you shall have the right to cancel this contract as set out in clause 6.3 above if you do not wish to accept the price increase.

6.5 If you ask for any service other than that provided as the standard service by the Relevant Network Operator, or cause them to incur costs beyond those that they would normally incur in carrying out our obligations to you, we reserve the right to charge you accordingly.

6.6 If you request a tariff (a set of prices relating to a utility Service) that is inconsistent with the metering configuration at the Premises, we reserve the right to charge you on a basis that is consistent with the metering configuration at the Premises.

6.7 If your method of payment is changed under this contract, the price we charge you may have to change to reflect this. Also, if the change in your payment method requires any utility meter or associated equipment to be changed, there may be a charge to cover this.

6.8 If you are receiving both gas and electricity supply with a smart meter and you decide to terminate your electricity supply, we will need to increase your tariff for the supply of gas.

6.9 If you are on a pre-payment meter and you lose your pre-payment card, we reserve the right to charge you an administration fee for the new card.

6.10 In the event that a Direct Debit instruction is cancelled during the term of this contract and before you settle our final bill:

6.10.1 we reserve the right to charge a £10 administration fee which will appear on your next statement;

6.10.2 you will be obliged to pay the outstanding balance owing on your account immediately; and

6.10.3 for on-going supply, you will be placed on an alternative payment option and we will bill you at the price applicable to that alternative payment option as notified by us to you at that time.

7 BILLING AND PAYMENT

7.1 We will send you a bill or statement (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 however we reserve the right to charge you an administration fee for these statements.

7.2 Our bill or statement may be based on a reasonable estimate of your utility consumption. This will be calculated from information we have about your use of the Services. You must pay the estimated amount as stated in our bill and any under or over estimate will be corrected automatically the next time you pay a bill based on an actual meter reading. If you are unhappy with an estimated bill, you should tell us as soon as you can and provide us with a more recent accurate meter reading if at all possible.

7.3 The reading on the meter shall be regarded as evidence of the amount of energy supplied to the Premises. 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 whosoever disputed the accuracy of the meter.

7.4 You agree to pay each bill in full (even if estimated) using the payment method set out in the Price Plan. Your bill should be paid within the specified payment period set out in the Price Plan. If you do not pay in the agreed manner, your right to continue taking Services from us under your chosen Price Plan option may end. If you have more than one account with us, we reserve the right to use the credits on one account to pay the debits on another account. If you have paid a deposit to us, we may use the deposit to pay off the money you owe to us.

7.5 If you are having difficulties paying your bills, we will try to help you, in line with our codes of practice on the payment of utility bills, but we can only do this if you contact us to let us know.

7.6 If you do not pay our bills in the manner agreed in the Price Plan, we are entitled to ask you to pay by some other method, in which case there may be a price increase (see clause 6.7 above). Depending on your payment record, the other method of paying may require us to fit a prepayment meter at the Premises to collect payment from you before the supply is used.

7.7 We reserve the right to charge you for late payment. We may charge you a late payment administration charge if your account remains unpaid for 30 days after the due date for payment or we may charge you interest at an annual rate of 4 per cent above the base-lending rate from a high street bank in England, as we shall nominate from time to time.

7.8 We reserve the right to recover from you our reasonable expenses incurred in recovering monies owing and unpaid to us, including without limitation our reasonable administration costs, our costs paid or incurred by us in trying to contact you for payment, if we need to visit the Premises, for obtaining a warrant allowing us to enter the Premises or our costs associated with disconnection or replacement of a meter where money is owing to us by you.

8 SECURITY FOR PAYMENT

8.1 In some circumstances we may ask you to pay a Payment on Account as a security deposit. This may be either at the start of this contract or later if we are concerned about your ability to pay our bills. We shall ask you to pay a Payment on Account if you fail to pay your bills in accordance with clause 7.4 above.

8.2 The level of the Payment on Account will be determined by us on the basis of how much energy we would anticipate you consuming over a 3 month period.

8.3 If we ask you to pay a Payment on Account and you disagree with our request, or with the amount involved, you can ask to have the dispute settled by OFGEM.

8.4 To the extent that the Payment on Account relates to the supply of energy:

8.4.1 Unless it is reasonable for us to keep a deposit for a longer period, we will repay it to you after 12 months, with interest at a rate equivalent to HSBC base rate.

9 RIGHTS TO STOP SUPPLYING YOU

9.1 We will be entitled to disconnect, restrict or cut off a Service to the Premises in any of the following circumstances:

9.1.1 you do not pay your bills (or any security deposit we have asked for in accordance with clause 8 above) and in respect of energy Services it is not safe or practicable to fit a prepayment meter to collect the debt and future charges;

9.1.2 you do not carry out any of your other obligations under this contract;

9.1.3 we are required to cut off your supply under any of the utility industry arrangements under which we operate;

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

9.1.5 you commit a serious breach of our arrangements with you under this contract (for example, if we reasonably believe that you have stolen a utility Service or deliberately interfered with a meter); or

9.1.6 in any circumstances permitted by any statute, regulation, code of practice or any supply licence, but in all such cases subject to any obligation we may have arising from our supply licence or by law.

9.2 In circumstances where we are entitled to discontinue the supply, you must allow us or any duly authorised person on our behalf, free and uninterrupted access to the Premises, the meter and all metering equipment at any reasonable time to disconnect the supply.

9.3 Our rights under this clause 9, and your obligations to pay, will continue even after the agreement has expired or been terminated until a new supplier is registered for the Premises.

10 RIGHTS TO END YOUR CONTRACT

10.1 You can end this contract by giving us notice in any of the following ways:

10.1.1 by telling us in writing within 7 days from the date of this contract if you entered into it as a result of one of our representatives visiting you at home, or telephoning you there, without being invited to do so by you and in this case, the contract shall end as soon as we receive notice from you;

10.1.2 by telling us in writing within 14 days from being told of any proposed price increase or other significant disadvantageous change to this contract and in this case, the contract will end 28 days after you have told us;

10.1.3 by telling us in writing, or by telephone, at least two working days (or, if you are taking only gas under this contract, at least 48 hours) before you want this contract to end, if you are permanently leaving the Premises being supplied;

10.1.4 by telling us in writing during the Initial Period within the period specified in your annual review statement and in this case, the contract will end 28 days after you have told us; or

10.1.5 by telling us in writing, at any other time after the end of the Initial Period, at least 28 days before you want this contract to end.

10.2 If you have a deemed contract with us and want to switch to another supplier, you must notify the other supplier and tell them you wish to be supplied by them. The other supplier will take the required steps to switch you over to them but this process will take a minimum of 28 days and your deemed contract with us will continue until the switch to the other supplier has occurred.

10.3 Written notice by you to us in pursuance of your rights under clause 10.1 above must be made to our address as set out in your Application 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[s1] .

10.4 In the event that you wish to end your contract with us because you are permanently leaving the Premises we require you to:

10.4.1 notify us of your new or forwarding address to enable us to send to you your final bill or to reimburse you if you have a credit on your account after all of the amounts owed by you to us have been paid; and

10.4.2 provide to us, within 2 days of you permanently leaving the Premises, an accurate meter reading for the energy as of the date of you permanently leaving the Premises, to enable us to calculate your final bill and any sums due by you to us, or, any sums due to you from us;

failure by you to comply with the foregoing may prevent us from refunding to you any credit balance on your account as of the date of you permanently leaving the Premises and it may result in you being held responsible for energy consumption at the Premises following the date of you permanently leaving the Premises.

10.5 In the event that you wish to end your contract with us for any reason other than because you are permanently leaving the Premises, we require you to provide to us an accurate meter reading for the energy supplied to you to enable us to calculate your final bill and any sums due by you to us or any sums due to you from us. The accurate meter reading should be provided to us within 2 days of the anticipated date of termination of the contract, taking into consideration the notice periods set out in clause 10.1 above.

10.6 If you do not give us any proper notice under clause 10.1 above, this contract will remain in force and you will continue to be liable for all charges arising under it, including energy consumption at the Premises, until the contract does end and if you have permanently left the Premises, the contract will (if you have failed to give us proper notice under clause 10.1 above) usually end when a new owner or occupier becomes responsible for the energy consumption at the Premises, or when the next actual meter reading for energy at the Premises is taken and provided to us (or an alternative energy supplier) whichever happens first.

10.7 When we have had notice from you under clause 10.1 above, 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 10.4 or 10.5, we reserve the right to base the final bill or statement on a reasonable estimate of your utility consumption.

10.8 When this contract has ended, for whatever reason, and we have issued you with your final bill for energy, you are required to pay all sums due as payable to us under such final bill within 7 days of the date on such final bill: if you do not pay, in full, such final bill, we may ask you to pay any reasonable additional administration and/or recovery charges we incur as a result of your failure to pay within such 7 days and/or, if you are remaining in the Premises, we may, under and in accordance with the terms of our OFGEM licence, stop you from switching to another energy supplier. If we try to stop you switching to a new supplier, we will give you notice of this, tell you our reasons for preventing the switch and tell you about what you can do if you disagree with our reasons.

10.9 We can end our arrangements under this contract with you by giving you not less than three months' notice in writing, except where we are acting under clause 10.10 below or clause 10.11 below.

10.10 We can transfer our arrangements under this contract with you to another licensed energy supplier in pursuance of and in accordance with clause 19.1 below and clause 20.1 below.

10.11 We can terminate this contract immediately if:

10.11.1 you are no longer the owner or occupier of the Premises;

10.11.2 OFGEM directs another supplier to supply the Premises; or

10.11.3 we have stopped supply of all Services in accordance with clause 9 above.

10.12 Both you and we can end this contract immediately if we are no longer licensed to supply Services at the Premises.

11 TRANSFER OF CHARGES AND COST

11.1 If we are the new supplier at the Premises and you have not paid the charges on your final bill from your previous supplier, then in certain circumstances some or all of those charges may be transferred to us to collect. Your previous supplier will tell you in writing if this is to happen, and we are then entitled to collect those amounts from you and also our reasonable costs of doing so.

11.2 Where this contract has ended and your supply has been transferred to another supplier, we are allowed in certain circumstances to transfer the right to recover those unpaid charges on our final bill to your new supplier for them to collect for us. We will tell you in writing if we decide to do this, and your new supplier is then entitled to collect those amounts from you and also the reasonable costs of doing so.

11.3 Where this contract is ended, and your supply is transferred to a new supplier, before the expiry of the Initial Period, we have the right to recover any costs reasonably incurred in the provision of any associated Services for which you have not been charged. You will also lose any rights to potential benefits under your Price Plan or Promotional Offer.

12 LIMITATION OF LIABILITY

12.1 If we cannot supply you with a utility Service at the Premises 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 broken our arrangements with you under this contract.

12.2 If we fail to comply with any term of this contract or we are negligent, you may be entitled under general law to recover compensation from us for the loss or damage you have suffered. However, we will not be required to compensate you for any indirect, consequential, economic or financial loss.

12.3 Nothing in this contract will exclude liability for death or personal injury caused by negligence or liability to you arising from a breach by us of our statutory duties under the Consumer Protection Act or any other liability which cannot be excluded or limited by the law.

13 STANDARD TERMS OF CONNECTION FOR THE SUPPLY OF ELECTRICITY ONLY

13.1 The electricity you receive from us will be delivered using the distribution network run by your local network operator. To receive a supply of electricity you require both: (i) a connection agreement with your local network operator to maintain the connection of your Premises to the network; and (ii) a supply contract with your electricity supplier.

13.2 If we supply you with electricity under this contract, you will also be entering into a standard connection agreement for your electricity with your local electricity network operator. We are acting as an agent for your

electricity network operator to obtain a connection agreement with you on the National Terms of Connection (“NTC”). The NTC is a binding legal agreement between you and your local electricity network operator that sets out rights and obligations relating to the supply of electricity to your Premises.

13.3 A copy of the NTC can be found on the National Terms of Connection (Great Britain) website at www.connectionterms.co.uk.

14 SPECIAL NEEDS

14.1 If you have special needs in relation to how you use a utility service 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 the relevant telephone number for your area.

England – 08444 111 444

Wales – 08444 77 2020

Scotland – 0808 800 9060

15 SAFETY AND EMERGENCIES

15.1 If you become aware of any escape or suspected escape of gas or any other gas emergency, you must immediately notify your gas network operator’s emergency services free of charge on 0800 111 999 or us.

15.2 You must not at any time use or permit any use of gas supplied under this contract in or as part of any dangerous process, or otherwise 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 normal use of gas). You agree to use the gas supply so as not to interfere with the efficient supply of gas to other customers.

15.3 If you are aware or are concerned about anything relating to the supply or distribution of electricity to you which you think may cause danger or require urgent attention or may affect the security availability and quality of service of the system through which you receive the supply please contact either your local distribution company or our enquiry service.

16 USE OF PERSONAL INFORMATION

16.1 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 or given to and used by other companies in our group to:

16.1.1 identify you when you make enquiries;

16.1.2 help administer any accounts, services, products and/or loyalty or reward schemes provided by our group now or in the future;

16.1.3 help us detect fraud or loss and to make credit checks; and

16.1.4 keep you informed about other services and products offered by our group and selected third parties (to whom no data will be disclosed). If you prefer not to receive such information please tell us when you make your Application or write to us stating that you do not wish to receive such information.

16.2 We may also use your personal information to monitor and record communications we have with you to ensure that we are providing a good service and meeting our legal responsibilities.

16.3 We may share the personal information we hold about you with other people and organisations:

16.3.1 if the services you have requested require us to pass information to other members of your family or household or to your landlords or letting agents;

16.3.2 if we are selling our business;

16.3.3 to make credit checks by passing your personal information to credit reference agencies;

16.3.4 if you do not pay your bills, we may pass your personal information and/or debt to third party organisations such as debt-collection organisations;

16.3.5 if we make a transfer of a deemed contract in pursuance of and in accordance with clause 19.1 below; or

16.3.6 if required by law or as part of a legal action.

16.4 If we suspect that you have committed fraud or stolen energy by tampering with a meter, we will record this information on your account and may pass this information to OFGEM or other interested parties such as landlords and letting agents. This information may include sensitive personal data about you such as criminal offences you may be accused of having committed.

16.5 You agree that we may share your personal information (including meter readings and any debt you owe us) with any new supplier to enable them to start supplying electricity to you.

16.6 If we believe or you inform us (as set out in clause 14 above) that you or a member of your family or household has special needs, we will record this information in our records pertaining to you and we will use this information to ensure that we manage your account accordingly. We may need to share this information with other third party organisations such as government agencies, support organisations, other energy suppliers or the Relevant Network Operator.

16.7 If you have given us personal information on behalf of someone else (for example if your Application is a joint application), you confirm that the other person has been told how their personal information will be used by us or other third party organisations and that such person consents to such use of their personal information. If the information we hold about you or the other person includes sensitive personal information (such as details about your health, special needs or criminal offences), you agree and confirm that the other person also agrees to allow us to use such information as set out in this clause 16.

16.8 You are entitled to have a copy of the information we hold about you and to have any inaccurate information we hold about you corrected. We may charge you a small fee for providing you with a copy of the information we hold about you. To request a copy of the information we hold about you, please contact us at customerservice@sparkenergy.co.uk.

17 ADDITIONAL TERMS THAT APPLY FOR PRE-PAYMENT METERS

17.1 You are responsible for your pre-payment card and you must keep it safe and undamaged. We reserve the right to charge you for our reasonable costs (or those of our agents) for replacing any lost or damaged cards.

17.2 If you owe us money, we may agree to allow you to pay it back by paying more on your pre-payment meter than is required to pay for the energy you use.

18 ADDITIONAL TERMS THAT APPLY FOR SMART METERS

18.1 The smart meter and display unit are owned by us or our agents. If you move house, you must leave the display unit at the Premises as it is linked to the smart meter.

18.2 You agree that we may use the smart meter to manage the supply of energy to the Premises without the need for us to visit the Premises. We may use the smart meter to read your meter, monitor your energy use, repair the smart meter, switch the smart meter to a pre-payment meter and/or disconnect your supply.

18.3 We will bill you in accordance with the meter readings from your smart meter. There may be circumstances beyond our control that require us to bill you based on an estimate as opposed to an actual reading.

18.4 You must take all reasonable care not to damage or interfere with the display unit. If you cause damage or interference with your display unit or smart meter, we reserve the right to charge you our reasonable costs (or those of our agents) if we are required to visit the Premises to fix or carry out work on your display unit or smart meter.

18.5 You must tell us right away if there is any damage or other problem with your smart meter or if the smart meter or display unit have been moved.

19 QUALIFYING CRITERIA AND TRANSFER TO ALTERNATIVE SUPPLIER

19.1 If you do not, within the Qualifying Period, adopt, meet or satisfy at least one of the Payment Methods or pay to us a Payment on Account we shall arrange, or ask that a third party energy broker arranges, for the deemed contract to be transferred to another licensed energy supplier and once such transfer is completed, the deemed contract will be with such other licensed energy supplier. We shall use our reasonable endeavours to ensure that any transfer to another licensed energy supplier that is undertaken in pursuance of this clause 19.1, does not result in your energy being supplied to you at a tariff level any higher than our standard tariff level (applied by us to our customer who have not adopted or met at least one of the Payment Methods). Clause 11.2 above shall apply to any transfer that is undertaken in pursuance of this clause 19.1.

20 GENERAL TERMS & CONDITIONS

20.1 We may transfer all or part of this contract to another licensed utility supplier without your consent. Any such transfer would be notified to you and clause 11.2 shall apply to any such transfer.

20.2 Your rights and duties 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.

20.3 These terms and conditions and the payment method, payment rate, and any other particular conditions set out in this contract are intended to regulate the rights and obligations between us. It is our policy not to make or accept changes or additions to the conditions as printed. However, our conditions reflect obligations imposed upon us by our licenses to supply utility Services. You agree that we may change this contract to the extent necessary to reflect any relevant changes made by the government or OFGEM to those licences. We shall publicise any such changes that we can.

20.4 We may stop or restrict the supply of a utility Service to the Premises as a result of an Act of Parliament or any regulation made under it, and while that law is in force you will refrain from using the Service, or will restrict your use of the Service, in accordance with our instructions.

20.5 Nothing in this contract affects any statutory rights you may have under law.

20.6 If any provision of this contract is declared to be invalid or unenforceable by any competent authority, such finding will not affect the validity of the remaining provisions of this contract.

20.7 If the Premises are 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 Premises are located in Scotland, this contract shall be governed in accordance with the laws of Scotland and the Scottish courts shall have exclusive jurisdiction.