

Terms and Conditions

Definitions

Here are some definitions of terms used throughout the document

Agreement	These terms together with your tariff details in your Energy Supply Agreement.
Omni Energy	The people who supply your energy supply. Our registered company and the energy licence holder is Omni Energy Ltd, Number 11421235. Our registered address is Suite F21, Conyngham Hall, Bond End, Knaresborough HG5 9AY.
You	You are the person who either signed up to take a supply from us, is taking a supply from us, is the owner/occupier of property at which a supply is being taken from us, or is the secondary account holder who has consented to being added to the primary customers's account.
Deemed Contract	Where we are supplying energy but have not directly agreed terms or pricing with the owner or occupier of a property. This is a term used by the energy industry and is outlined in paragraph 8 of Schedule 28 of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989.
Energy	This may mean electricity or gas or both depending on what you have asked us to supply to your home, or what we are already supplying to the household or business referred to in this agreement.
Supply	Refers to the sale by us to you of gas and/or electricity via a gas transportation network or an electricity distribution network (as applicable)

1. When our agreement beings

1.1 Our Agreement begins from when we agree to become responsible for your energy supply, or when you start to take an energy supply from us, whichever happens first.

1.2 You commit to us that you either own or live in the property where the energy supply will be provided, you are over 18 and you are allowed to sign up to this Agreement.

1.3 You agree that you have entered into this Agreement with Omni Energy in your personal capacity via omni-energy.co.uk or via a price comparison website, and you have not entered into this Agreement via any other third party agent.

2. When our energy supply to you begins

2.1 Where you have asked us to supply your energy, we will notify your current supplier to that property. You agree to let us do that.

2.2 We'll begin your energy supply as soon as possible. We will let you know the date your energy will be supplied by Omni Energy. We may change the start date of your supply if we don't have all of the information we need to setup your account correctly.

2.3 We are not responsible for any charges you have to pay your old supplier.

2.4 If you have a prepayment meter and you owe your old supplier a debt of no more than £500 you may still be able to transfer your energy supply to Omni Energy subject to your old suppliers agreement.

3. Paying for the energy

3.1 You're responsible for paying Omni Energy for your energy until this Agreement ends or until you stop using services provided by us, whichever is later.

3.2 We'll calculate charge for your energy using:

a) The electricity and or gas you're used in kilowatt hours (kWh)

b) Daily service connection charge for each energy supply we are providing energy to at your household or business.

c) The charges that applied to your variable plan for the period in which you consumed electricity and or gas,

d) For standard meters, any meter readings you've given us, meter readings we have been provided by the meter reader or, if no up to date meter reading is available we will use estimated readings (using industry standard methods). Where you have a prepayment or Smart meter we will use the readings we obtain from the meter.

3.3 If you have a standard meter, you must either pay the amount shown on your bill in accordance with your chosen payment method or the fixed amount you have agreed to pay.

3.4 If you have a prepayment meter, you must top-up your meter in advance in order to receive supply, and we will deduct charges for the supply from the amount you top-up.

3.5 We'll add VAT to all of our charges at the appropriate rate.

3.6 If you ask us to test the accuracy of your meter, you must pay us an amount to cover the cost of the work being carried out. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decided that the meter is operating outside of the statutory limits, we'll refund the payment to you.

3.7 Updates to information on our energy rates are always available at www.omni-energy.co.uk.

3.8 If you have a standard meter, you agree to pay for your energy by monthly automatic Direct Debit or Debit Card.

3.9 If you're on a Deemed Contract, and if you have a standard meter you must pay for your energy in advance automatically via Direct Debit or Debit Card.

3.10 If you're on a Deemed Contract and you have a prepayment or Smart meter then you must pay for your energy in advance via topping up your meter

3.11 You will pay for your energy at the energy plan and rate relevant to your traditional, prepayment or Smart meter.

3.12 If when you started your energy supply with Omni Energy you transferred the debt you owed your old supplier to us then you will have to repay this debt within 6 months of starting supply.

3.13 If you're having trouble paying your bill, you should contact us immediately to discuss ways to save you money and payment methods available to you.

3.14 If you're not paying by automatic payment, we will issue you an invoice for payment monthly, which you will have 10 working days to pay from the day you receive the invoice.

3.15 We will carry any debit or credit balance forward to next months bill.

3.16 So we can bill you as accurately as possible, you must give us an up to date meter reading for your energy at least every 90 days and when requested by Omni Energy if there is reason to need more up to date meter readings. Where you have a prepayment meter we will use the reads taken by the meter when you top-up. Where you have a Smart meter you agree for us to take a meter reading daily.

3.17 You must keep your account in credit by paying for your energy supply in advance by automatic payment. If you get into debt with us, you agree not to be in debt by more than 25% of what we've calculated as being your expected annual bill and you agree to pay for this debt within 6 months.

3.18 Your automatic monthly payment amount will be based on the cost of the energy we think you'll use during the year with Omni Energy split into 12 equal monthly payments. We will inform you of your payment amounts and payment dates when we set up you account with us.

3.19 We aim to review the amount, date and frequency of your automatic payments at least twice a year to make sure you're not payment too much or too little. We intend to make any changes to your automatic payment, we will notify you by email (normally 10 working days) in advance of the payment being taken, or such other period as we may agree.

3.20 If you're a domestic customer, we may do checks with a credit reporting agency to ensure you are able to pay your energy bills. We will always ask your permission before doing this. If you're a business customer, we will always do checks with a credit reporting agency to ensure you are able to pay your energy bills.

a) Based on this score, we may ask you to pay a security deposit before we start working to bring your energy supply across. In that case, this Agreement wont start until we have received the security deposits in full.

b) We may refuse to supply your energy until the security deposit is paid, or

c) We may stop your energy supply if we have to use the security deposit to pay one of your bills.

d) If the start date of your supply is delayed because you have not paid the security deposit, we aren't responsible for any charges you have to pay your old supplier.

e) The amount of security deposit we ask for will depend on your individual circumstances but can be 2 times what we think is the likely value of your monthly bill.

f) A security deposit will be repaid once you have established a good payment history.

3.21 If you don't pay your bill on time:

a) We can add the amount of debt to your next bill.

b) We can charge you £15 for each missed or late payment to cover the administration costs of recovering outstanding payments.

c) We have the right to install a prepayment meter at your property under warrant from the Magistrates' or Sherriff's Court without requiring your permission if your energy remains unpaid. We have the right to switch your Smart meter to prepayment if your energy remains unpaid.

d) We can temporarily suspend or permanently disconnect the supply without requiring your permission.

3.22 If you would like a refund you must provide us with an up to date meter readings so we can produce an accurate bill in order to calculate any credit.

3.23 Upon request we can refund credit in your Omni Energy account that exceeds your expected energy usage for the next month

3.24 We can increase your automatic payments to cover the energy we think you will use during the winter months once your credit balance has been reduced by such a refund.

3.25 If you have a prepayment meter then you pay for your energy in advance by topping up your meter. Any credit on the meter is due to topping up and top ups cannot be refunded.

3.26 If we (or our payment processor) make an error with your automatic (for example, the amount of the payment taken is incorrect), you're entitled to an immediate refund from us of the full amount paid and any charges or interest you may have incurred from your bank as a result, for example, going overdrawn caused by the incorrect payment. You should contact us as soon as you realise that an error has been made. We will take the correct automatic payment immediately after making the refund to you as you will still be required to make the payment to us for the period to which the (incorrect) automatic payment relates to. If you receive a refund from us that you're not entitled to, you must pay the amount of the refund back to us immediately when we ask you to.

3.27 If you are on a prepayment energy plan and tariff, in some circumstances we may require you to pay reasonable costs resulting from:

a. costs associated with not using the correct payment card / key – these are re-direction charges that we have to pay.

b. the replacement of a payment card / key, or

c. exchanging a prepayment meter for a credit meter (if we agree to do so) or

d. the need to repair or replace your meter as a result of damage or interference, or

e. visiting your premises when you have told us that your meter or payment card is faulty and we cannot find a fault and our agent adds credit to the meter and/or

f. obtaining a warrant of entry to fit the prepayment meter (should we be forced

3.28 In some circumstances you may incur additional charges under this Agreement. This is usually where you have asked us to undertake work on the energy infrastructure in your home. This can include moving your meter from its current location to another location, works required as a result of renovations of building works, or requests by you to disconnect the supply of energy to your home. We will always tell you prior to making any additional charges.

4. Account management

4.1 By joining Omni Energy, you agree to manage your account online. This allows us to work together to keep costs low and therefore energy prices low.

4.2 By joining Omni you're agreeing that you'll undertake the following actions:

- a) If you have a prepayment or Smart meter to top up your meter using the payment card or key that we send to you. If you don't do this then you may incur extra charges.
- b) Provide meter readings using your online account or within the mobile app or by emailing Omni.
- c) Receive statements, price changes or any other communication via e-mail or via your online account.
- d) Provide us with accurate personal details, including your personal email address, and to keep these up to date.
- e) If you're unable to use our online service due to reasons we agree are beyond your control, you will in no way be penalised for this.

4.3 You agree that if you change from domestic to business usage or business to domestic usage you will let us know so that we can change this Agreement and your pricing as required.

5. Moving home

5.1 If you move home, you agree to provide us with a final meter reading taken between 5 days before or 5 days after you are no longer renting or owning the property.

5.2 If you're moving home and you don't let us know, this Agreement will not end until a new person moves into the property. You will be liable for all costs until this occurs.

6. Access to your meter

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

6.2 We may charge you if you don't let us know at least 48 hours prior to a booked appointment that access won't be available at the agreed appointment time.

6.3 If you have a smart meter that we can read without visiting your property, you agree that:

- a) Any in home display installed along with that meter remains our property or the meter provider we have contracted and may not be removed.
- b) We may use it to remotely monitor the energy you use, and
- c) We'll normally collect readings from your smart meter once a day. You can decide whether to take more frequent half hourly reads for the entire 24 hour period. We won't take more than one daily reading unless you've given us your consent.
- d) We will monitor and collect information about how your smart meter, for example, meter faults or meter tampering.
- e) We may remotely repair and update the smart meter, switch it from credit to prepayment or disconnect your supply. We will notify you before this happens in line with our credit policy.
- f) If you notify us that you're moving out we may switch the smart meter to prepayment.
- g) We will only use the information from your smart meter to allow us to manage your account in line with our Privacy Policy.

6.4 If your meter is damaged or stolen you should notify us immediately.

7. Changes to this agreement

7.1 We may update this Agreement to comply with changes to laws and regulations or where our business requires a change to this agreement. Please check www.omni-energy.co.uk/terms regularly to review updated terms.

7.2 If we make changes to this Agreement that results in your energy rates increasing, we will give you 30 days notice to let you know about the changes. If you do not agree with the changes you can change to another energy supplier.

7.3 If you switch energy supply, we can object to the switch if there are outstanding charges due on your account. If you have a prepayment meter we can block the switch. If you owe less than £500 you can switch provided your new supplier agrees to take on the debt. You have 20 working days after receiving notification to pay us the outstanding charges when you have notified us that you intend to switch.

7.4 If you ask, we can add another person to your account so that they can administer the account on your behalf. We can't make that person financially responsible for your supply unless they agree to it and they tell us themselves. In which case this contract is automatically amended to make them a party to it from the date they agreed to become a party.

7.5 If we withdraw an energy plan that you're on, we will move you onto a tariff that is available. We will always notify you of this change.

8. Cancelling your Agreement with us

8.1 You have the right to cancel this Agreement and your relationship with us up to 14 days after the day this Agreement starts. This is called the cooling off period. You can cancel your Agreement with us after we commence supply of your energy by switching to another supplier or entering into a new agreement with us.

8.2 If you are switching, you don't need to tell us yourself, your new supplier will contact us to cancel your relationship with us on your behalf.

8.3 If Ofgem gives a "Last Resort Supply Direction" to a gas or electricity supplier other than us in relation to your premises, this Agreement will end automatically in relation to the fuel specified in the relevant "Last Resort Supply Direction"

9. Ending your Agreement early

9.1 This Agreement will come to an end:

f) On the date you stop owning or occupying the Supply address if you give us at least 2 Working Days notice of that date, or

g) where you do not give us such notice, on the earlier of:

h) the date that is 2 Working Days after you have given us notice that you have stopped owning or occupying the Address; or

i) the date that another person starts to take a supply of Energy at the Address.

9.2 The Agreement will end with immediate effect if;

a) we are unable to continue supplying our customers, Ofgem may give a Last Resort Supply Direction given to another supplier in respect of the Address takes effect and your supply will not be interrupted; and

b) we no longer hold a relevant Energy supply licence.

9.3 We may end the Contract:

a) with immediate effect if you are in material breach of the Contract; or are unable to pay your debts;

b) at any time by giving you at least 28 calendar days' notice.

9.4 You continue to be responsible and pay for the supply of Energy at the Address until the date that the Contract ends.

9.5 Where you end the Contract you may be required to pay a Termination Fee as set out, or determined in accordance with the calculation set out in, the Welcome Letter, except where:

a) the Contract is a Deemed Contract;

b) the Plan is a Standard Variable Plan

9.6 Where we do not have an actual Meter reading for the purposes of calculating the Charges payable to the end date of the Contract we will:

a) send you a final bill which is based on an estimated meter reading; and

b) revise the final bill if you are later able to provide us with or we can otherwise obtain an accurate actual meter reading which was taken on, or after, the end date of the Contract.

10. Your Direct Debit

10.1 If you agree to pay by Direct Debit, you have the right at any time to cancel the mandate for us to take payments by informing your bank. Depending on the bank's terms you may be required to give a certain amount of notice before the payment is due to be taken or to provide cancellation in writing.

10.2 If, after having cancelled your Direct Debit the payments still continue to be taken you should first contact your bank to obtain a refund. Under the Direct Debit Guarantee your bank will be liable to refund you for any payments that continue to be made after you have cancelled your Direct Debit.

10.3 You must notify us that you have cancelled your Direct Debit. You should ensure you have alternative arrangements in place to make and required payment to us. However, we charge you the additional costs to us of you using alternative payment methods or we may install a prepayment meter or switch your smart meter to prepayment.

11. Stopping your energy supply

11.1 We can refuse to supply you, suspend or disconnect your supply, or tell you to stop using it if:

a) You want to switch from another supplier to us but that supplier prevents us from supplying your gas or electricity (or both)

b) You haven't paid your bill on time, and we will re-start it as soon as possible once the bills are paid.

c) You are in material breach of this contract or have not fulfilled your obligations under this contract.

d) We are required to do so by Ofgem, the gas transporter or the network operator or by any law, code or agreement relating to energy supply.

e) We have reason to believe that you may have damaged or tampered with your metering equipment.

11.2 If we have had to suspend or disconnect your supply we may:

a) Choose to do credit checks with a credit reporting agency and ask you to pay a security deposit before we re-start or re-connect.

b) Ask you to reimburse us for the cost of suspending or disconnecting the supply as well as the cost of re-starting and re-connecting it.

11.3 We will not disconnect your supply in winter (1st October to 31st March) if any person living in the property is registered as vulnerable.

11.4 We reserve the right to terminate this contract if we believe that you are behaving inappropriately or in violation of applicable laws and regulations, for example – you are abusive or behave offensively towards our staff or agents. We will not tolerate violence, aggression or verbal or written abuse towards our staff or agents.

11.5 We can refuse to supply you, suspend or disconnect your supply, or tell you to stop using it if:

12. What we're responsible for

12.1 This contract does not exclude any liability that we are not allowed to exclude by law.

12.2 Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

12.3 If we are liable for a loss caused by a gas transporter or electricity distributor, our liability (including negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

12.4 If we are required or entitled to take action under our gas or electricity supply licence or any other rules that are binding on us, we won't be in breach of this Agreement.

12.5 We do not directly control the reliability of energy to your property so we cannot guarantee that the supply will be uninterrupted or the voltage and frequency.

13. Personal Information

13.1 We will process your personal data in line with our Privacy Policy, which we may amend from time to time. You can find it at www.omni-energy.co.uk/privacy.

13.2 You have a number of rights which relate to access and control of your data. These are set out in our Privacy Policy.

14. Emergencies and safety

14.1 If you have a gas emergency, you must report it on 0800 111 999.

14.2 If you have an electricity emergency, you must report it by calling 105 to find your local electricity distributor.

14.3 You must not use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.

14.4 You must not tamper in any way with the supply or any equipment including devices that are provided to you in connection with your supply.

14.5 We can restrict the supply if we think that you are using it in a way that is unsafe or if we are required by any legal or other requirement that is binding on us.

15. National Terms of Connection

15.1 We are acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, contact Energy Networks Association at 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF by post, 0207 706 5137 by phone, or see the website at www.connectionterms.co.uk.

16. Complaints Procedure

16.1 If you're unhappy with our service, you can make a complaint by either calling us on 0113 457 3219 or emailing us at complaints@omni-energy.co.uk. We will follow the complaints policy on our website.

17. Other Conditions

17.1 Nothing in this Agreement affects our legal rights or powers. Nothing in this Agreement affects any of your statutory rights.

17.2 If any part of this Agreement is void or unenforceable, the remainder of this Agreement is unaffected.

17.3 This Agreement is governed by the laws of England & Wales if your property is in England & Wales and in Scotland if your property is in Scotland. If there is a dispute then it will be dealt with by the courts of the respective

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