

Terms and conditions

1. About Your Contract

Supply (or similar expressions) — means the sale by us to you of gas and/or electricity via a gas transportation network or an electricity distribution network.

Property — refers to the property at which the supply will be made or may refer to a different property where relevant.

Working day — means any day other than a Saturday, a Sunday or a bank holiday in England.

1.1 This contract is between **you** and **us**.

‘We’ refers to Foxglove Energy Supply Limited. As does any reference to **‘us’**, **‘our’** or other similar expressions.

Our address is **North Mills, Frog Island, Leicester, LE3 5DL**.

‘You’ refers to the person who either:

- signed up to take a supply from us;
- is taking a supply from us;
- is the owner/occupier of the property at which a supply is being taken from us; or
- is the secondary account holder who has agreed to being added to the primary customer’s account.

Only a person over the age of 18 can sign up to a contract with us.

For the avoidance of doubt, Foxglove Energy is at all times a separate entity to any other company which may be related to it or it operates forms of joint partnership with. This contract is intended to be formed between the customer and Foxglove Energy Supply Ltd only.

1.2 Your contract with us will start:

- When you agree with us that we will supply you whether on web chat, email, phone or otherwise;
- When you agree with a representative that we can supply you (this could be at your property);
- When we receive the sign up form we gave you, filled in correctly;
- When you sign yourself up via our website; or
- You start to take supply from us (e.g. you move into a property that is on supply with us).

1.3 Do I need to contact my current supplier about switching?

- We can usually do most things that are required to switch your account and we can notify your current supplier as part of the switching process.
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- However, **you must provide us with an opening meter reading on your live date**, if you do not do this your opening reading with us will be estimated, resulting in your closing reading with your current supplier also being estimated (as these reads are the same).
- We cannot accept liability where the above occurs, as it is your responsibility to ensure you provide this information on the correct date.
- **You will need to cancel any payment arrangement you have with your current supplier.** We cannot do this and we cannot discuss or negotiate any aspect of your account with them on your behalf, due to data protection. This remains your responsibility.

1.4 You may also be subject to these terms and conditions if:

- Your tenants move out of your property (if you're the landlord); or
- You become responsible for your property.

1. Your Responsibilities

2.1 As a customer it is your responsibility to ensure that:

- You either own or live in the property.
- You are allowed to sign up to this contract for the property.
- The property is connected to mains gas or electricity, or both (whichever applies to you).
- You will use the supply for domestic purposes only and your property's consumption does not exceed the domestic licence limits as specified by Ofgem. If you do sign up and your usage exceeds such limits, we reserve the right to put you on a different tariff or vary your terms and conditions.
- You supply us with regular meter readings including opening and closing reads, on the correct dates, otherwise your account with us will start/end/continue on estimated reads which may mean you are not billed as expected.
- You maintain your account in credit at all times, increasing your Direct Debit amount where necessary. If you do not do this, it will be done automatically to ensure your account is not in arrears. However, automatic Direct Debit reviews are only done at intermittent periods and it is still your primary responsibility to ensure that you are paying enough for your energy.
- You keep us updated with your contact details (including email address and mobile phone number), as we will use these details to contact you with information about your account, and to send promotional information.

2.2

Whether you initiate your own sign up or provide address details to us, it will remain your responsibility to ensure that you are signing up the correct address and meter point. In the event that this is not done correctly, we will not be held liable for any issues resulting from

this whether it be incorrect supply takeover, erroneous transfer charges and process or otherwise. You may also be liable to pay any charges that arise as a result, including but not limited to any energy supplied whether to your property or not.

1. Our Tariffs

Any tariffs we offer will always be subject to availability and their inclusion in these Terms and Conditions does not necessarily indicate their disposal since we also provide information on former tariffs which some customers may still be on. Please always check current tariffs on offer at any given time by asking us directly. All our tariffs include VAT at the applicable rate.

(Regions – refers to divisions by national gas and electricity distribution zones).

3.1 You may be on a deemed contract with us, which means that you are on a contract that you have not actively agreed with us, but exists between you and us automatically because you are taking a supply. For example, if you move into a house which we supply.

3.2 You will be required to provide your EAC/AQ initially upon sign up and this will be verified once we receive the relevant data flow from your previous supplier. If required it will be adjusted accordingly as well as being amended according to any meter readings you provide which indicate your more accurate actual consumption. Please note that your EAC/AQ is a changing figure dependant on your usage and this may result in it being amended at any point based on the most up to date consumption information available. Your EAC/AQ will be totalled if you have more than one MPAN/MPRN.

3.3 You can leave us at any time by notifying us either in writing, by email, web chat or over the phone. You will then need to initiate a switch to another supplier which will take around another 21 days. To cancel your switch to us this can only be done within 14 days of you signing up with us, after this you will have to organise to move away. Please bear in mind your particular tariff may incur exit fees for early leaving and your switch may be blocked if your account is in arrears. You will need to make payment in order for your account to be released.

3.4 We cannot support customers on business or prepayment meters. Please be aware that there will also be volume limits that will affect whether we can supply you and it is your responsibility to adhere to these upon sign up. We are currently not supplying smart meters yet and if we take over an existing smart meter that you have, please be aware that it will work as a normal dumb meter and we will not be able to make use of its smart functionality.

3.5 Tariffs may have sub-variations whether that be through the addition of a particular month/year or some other form of suffix. For the avoidance of doubt, terms and conditions relating to the original parent tariff shall apply the same to any such variations.

3.6 With variable tariffs, charges can be increased or decreased at any time. With fixed tariffs, only set rates such as unit rates and standing charges are fixed, however membership fees and payment amounts are consumption dependant and therefore will still vary as normal. Fixed periods run from either live date or successful transfer (where the customer is changing tariffs internally), after which you will revert onto the relevant standard variable tariff. We reserve the right to review and amend consumption dependant elements where necessary.

3.7 Availability of tariffs or offers will be at our absolute discretion and we reserve the right to withdraw or limit its availability at any time. Availability must be confirmed directly with us only, advertisement or recommendation by any third party cannot be taken as certain.

3.8 Unless otherwise agreed with us, monthly Direct Debit payment in advance and online account management is standard requirement for all tariffs. Your Direct Debit amount will usually be based on how much energy we think you will use in a year split equally over 12 months. However, you may have signed up to split Direct Debit method in which monthly payments will be weighted according to the level of consumption at different points in the year. You must maintain your account in credit at all times.

3.9 If you are in breach of any of the tariff requirements at any time, we reserve the right to move you onto another tariff of our choice or change your payment terms. Any goods/services under contracts with other companies will at all times remain a separate obligation and any disputes must be directed towards the correct contractual party only.

3.10 Tariffs are made up of a unit rate and a daily standing charge for each fuel unless stated otherwise. It is a requirement of all tariffs that you maintain a payment amount sufficient to cover your consumption. It is also a requirement that no payments are missed or late and Direct Debit mandates are kept in place and not cancelled.

Tariff specific terms:

One Fixed Tariff (Fixed – 12 months)

Heat Tariff (Variable) in partnership with Fischer Future Heat UK

- It is a requirement of this tariff that you consume a minimum of 300kWh per billing cycle.
- This tariff is available exclusively from Fischer Future Heat sales engineers at appoint of new heater purchase. Former purchases of Fischer heaters cannot be used to gain eligibility and existing Fischer customers must purchase additional heaters in order to take advantage of this tariff.
- If you have both fuels, you must have both on supply with us.
- Any order with Fischer Future Heat must be paid in full before eligibility of this tariff will be accepted. This tariff applies to single rate and Economy 7 customers only, it is not compatible with Economy 10 or others. The promotional cheap rate under this tariff will be billed on 100kWh per month on the day rate only.
- Credits under this tariff are made once in every 12-month period only, on receipt of actual meter reads. Credit will then be visible on subsequent month's bill. Credits are made to energy account only.

Blast Fox Tariff (Variable)

- This tariff can only be signed up to via our office telephone sales team. You must have a total EAC of 5,000 or less and an AQ of 10,000 or more to be eligible for this tariff.

One Fair Tariff (Variable)

- The offer of 5% discount for life will be applied on your annual bill value, as long as that bill has been cleared. Only then will you be eligible to receive the 5% discount.

- The 5% will be calculated from the amount billed to you, not the amount you pay towards your account.
- The 5% discount only applies for as long as you are a customer with us. This offer has now been withdrawn and is no longer available to new customers, the terms applying to this offer therefore only apply to customers already in receipt of it.
- You can only sign up to this tariff if you are a dual fuel or electricity only customer. This tariff cannot support gas only customers.
- If you have received the Free Heat offer from Fischer Future Heat UK, you will need to remain with us for a minimum of 1 year in order to receive your credit. Credit will be paid on your first anniversary with us. This is a one time credit only and you will not be eligible to receive it if your account is in arrears. The credit applies to electricity only and if you have a two rate meter, the credit will apply to the economy/night rate. This credit can only be used towards your energy usage and cannot be translated into monetary cashback at any time. If you have both fuels, you will be required to switch both to us under this offer.

1. **Joining Us**

4.1 You agree that we're allowed to tell your existing supplier to end your contract with them and to switch the supply to us.

4.2 You can only cancel your switch to us during the 14-day cooling off period. After this point you are leaving as opposed to cancelling and will have to initiate a new 21 day leaving process and you will be liable to pay for any supply you have taken with us.

4.3 We aren't responsible for any debt or other outstanding charges you may have to pay your previous supplier, unless we have expressly agreed to take on those amounts from your previous supplier (in which case you will be liable to us for those amounts).

4.4 We will try and complete your switch to us and begin the supply within 21 calendar days from the date you sign up, although this could be delayed because of reasons outside our control.

4.5 We may also at our discretion change the start date for the supply if we don't have all the information we need to complete your switch.

4.6 You are aware that you are required to and agree to provide opening meter readings, closing meter readings and regular monthly meter readings on the correct dates and it is not our responsibility to remind you of this.

4.7 Some of our tariffs cannot support gas only customers. If you sign up a gas only supply to one of these tariffs, we reserve the right to increase your rates as our offering to customers who have gas is priced on a dual fuel basis. Our usual pricing cannot be maintained where supply is only for gas.

1. **Your Meter And Access To Your Property**

Meter - the equipment for measuring the amount of gas and electricity you use, and providing information about it.

Credit meter - a meter that does not have to be topped up in advance in order for the supply to be made, and includes a smart meter in credit mode.

5.1 We are not currently taking on prepayment meters, so where we refer to meters it will always mean credit meters.

5.2 We are not able to support smart meters yet and we are not currently supplying them. In the event that we take over your supply and you already have a smart meter, it will revert to standard dumb meter functionality, meaning you will need to read your meter.

5.3 You are responsible for ensuring your property has an appropriate credit meter installed that meets all the following requirements:

- It is capable of measuring the energy supplied to your property.
- Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings.
- It is suitable and meets industry standards for safety and accuracy.

5.4 You are responsible for ensuring that your metering equipment is not lost, stolen or damaged. In this contract metering equipment means the meter itself and all equipment required to operate your meter.

5.5 If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately.

5.6 We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment.

5.7 You must pay any charges and costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property.

5.8 You agree to give us or anyone acting on our behalf safe access to your property and all metering equipment. If there are obstructions preventing us accessing your metering equipment, you must remove them.

1. Payments And Charges

6.1 You are responsible for paying us for the supply until you have cleared all outstanding balances including paying any charges or debts you have accrued which remain outstanding after your contract ends.

6.2 We'll calculate the charges for your supply using:

- The gas/electricity you've consumed in kilowatt hours (kWh).
- Your unit rate for gas and your unit rate for electricity.
- Your standing charge for gas and your standing charge for electricity.
- Any up-to-date meter readings you've given us or, if you haven't given us an up-to-date meter reading, estimated meter readings (using industry standard methods).

6.3 Unless otherwise agreed with us, you must pay the amount shown as outstanding on your bill in accordance with our standard payment method of Direct Debit. **Payment is taken monthly in advance.**

6.4 We'll add VAT to our charges at the applicable rate (currently 5% for energy usage, 20% for any other charges).

6.5 Any missed or late payments will incur a charge of £25 each time. This will include failure to pay via the required method of Direct Debit or cancellation of your Direct Debit mandate.

6.6 Please be aware that in the absence of you providing regular meter readings, estimations of your readings may be higher than your actual consumption, which will result in your Direct Debit/payment amount being altered accordingly. In the event that we do not receive readings from you, we reserve the right at our discretion to make changes to your Direct Debit/payment amount.

6.7 We are continually reviewing your EAC/AQ against your meter readings and may adjust your EAC/AQ based on your consumption pattern. We may also revise your payment amount from time to time due to factors such as EAC/AQ adjustments and price changes.

6.8 For the avoidance of doubt, any exit fees payable for fixed tariffs shall be payable upon you moving home or selling your property the same as if you end your contract early.

6.9 At any given time, we will usually seek to bill you for any amount we reasonably consider has been consumed within the last 12 months. However, there are some exceptions in which we can backbill you for earlier charges:

- where the bill owed was issued prior to 1st May 2018
- where you received a bill for the relevant charge within a 12-month timeframe however that timeframe has now lapsed due to your failure to make payment
- we have been unable to bill you as normal due to unreasonable behaviour on your part
- any other circumstances which Ofgem may specify from time to time

1. Methods Of Payment

7.1 You must pay in advance by monthly Direct Debit only, which means:

- **You must keep your account in credit** by paying for the supply in advance.
- You agree to contact us before the Direct Debit is taken from your bank account if you believe your bill is incorrect.
- We will carry any debit or credit balance forward to the next month's bill.
- You must give us an up-to-date meter reading at least every 30 days on the correct billing date.
- Your monthly Direct Debit amount will be based on the amount of energy we think you'll use each year of your contract and either divided equally by 12 or weighted according to winter/summer seasonality. Under the weighted method, Winter Direct Debit amounts run from October-March, Summer Direct Debit amounts run from April-September.
- We can increase the Direct Debit amount if necessary to cover your consumption.
- We aim to review your Direct Debit where necessary however it is your responsibility to ensure you are paying enough for the energy you use.
- We will not reduce your Direct Debit payments unless we have up-to-date meter readings for your account.

7.2 Decreases of Direct Debit amounts or refunds of credit on account will depend on your forecasted usage not just your current statement balance. This is to ensure that your energy account is not negatively impacted in the future, especially upcoming winter periods.

7.3 If you are in debt and don't repay us, or if you don't comply with these terms and conditions:

- (a) We may change your payment method/frequency.
- (b) We may install a prepayment meter in your property.
- (c) We may notify you and move you to a different tariff for prepayment meters.
- (d) You may pay higher unit prices or standing charges on this different tariff.
- (e) We may use official debt collection channels or legal action.
- (f) We may disconnect your energy supply.
- (g) We may take other action we deem necessary.

7.4 It is your responsibility to cancel your Direct Debit once you have moved away from us and you have paid all outstanding balances. We cannot be held liable if you fail to do this and your Direct Debit remains in place. You must have a Direct Debit in place for the entire duration of your contract, including after your switch date if your account is still in arrears. We are unable to cancel any Direct Debits in our system with less than 14 working days' notice.

1. Credit Checks And Sharing Your Information

8.1 Before we enter into the contract with you, and during your contract with us, we look at any information we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies.

8.2 We reserve the right to apply for information on all customers. If you have named another person on your energy account you must make sure they know we may perform a credit check on them.

8.3 Information supplied to us may be used to:

- Verify your identity and banking details (using services such as Experian).
- Make decisions on credit and credit-related services that we may provide to you, your partner, or other members of your property (including relating to payment).
- Use scoring methods to assess your application and help us choose what plan and payment method is right for you.
- Prevent crime, fraud and money laundering.
- Check the operation of your credit-related accounts.
- Manage your personal, your partner's and/or business (if you have one) credit or credit-related account or other facilities by the credit reference agency.
- Trace your whereabouts and recover debts that you owe.
- Undertake statistical analysis and testing, which could include personal details and your energy use. This could be used to create personal profiles.

8.4 This request will stay on your credit checking history (a footprint), whether you join us or not. It may also affect your credit rating.

8.5 Based on your credit check, we may ask you for a security deposit.

8.6 If you fail to pay us any money you owe this information may be passed to credit reference agencies and/or fraud prevention agencies. The credit reference agencies keep records for six years after:

- Your account has been closed;
- You pay the debt; or
- Someone takes action against you to recover the debt.

8.7 You can contact the credit reference agencies currently operating in the UK – their current details are below. The information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to <https://www.econsumer.equifax.co.uk/consumer/uk/showmyequifax.ehtml>

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to <http://www.experian.co.uk>

1. Additional Charges

From time to time you may need to pay additional charges relating to the following:

- Testing the accuracy of your meter. We'll tell you what this amount is at the time. If the National Measurement Office decides that the meter is operating outside the statutory limits, we'll refund the payment to you.
- Repairing or replacing your metering equipment.
- Changing the position of a meter at your property.
- Disconnecting or reconnecting your supply.
- Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).
- Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.

1. Late Payments

10.1 If you're having trouble paying your bill, you should contact us immediately to discuss payment options available to you

Visit our website for contact options: <https://www.foxgloveenergy.co.uk/>

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

- We can add the amount of your debt to your next bill.
- Any missed or late payments will incur a charge of £25.
- We can charge you for the first missed payment and for each missed payment after that.
- You must pay us any bank charges that we have to pay because of cancelled or failed payments.
- We can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or Sheriff Court in Scotland) without your permission.
- We can charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest.

1. Refund Policy

11.1 If you would like a refund, **you will need to first submit your meter readings for an accurate assessment of your account to be made.** We will then conduct an assessment of your account before we can decide whether it is possible to authorise a refund.

11.2 You'll usually get your refund within fourteen working days of your request being accepted following an assessment, although this could take longer in some circumstances. We'll pay it into the bank account you use for your Direct Debit.

11.3 If you're switching away from us, we will process a refund once we've received meter readings from your new supplier and sent you your final bill. Please be aware this process can take 6-8 weeks.

11.4 We reserve the right to decide the appropriate amount of refund depending on factors affecting your account such as your balance. In order to responsibly ensure that your account does not fall into arrears, we may have to refuse certain refund requests.

11.5 As you are required to pay for your energy in advance and maintain your account in credit, we cannot issue any refunds that leave your account in less than one month's credit balance.

1. Your Account

12.1 Your energy account will automatically be managed online using Your Account unless you explicitly opt out and request paper billing, for which there will be a charge of £2/month. For the purposes of the Online Rules below, Your Account refers to your customer portal on our website.

12.2 If you use Your Account, you agree to follow these Online Rules:

- You will provide an email address for receiving communications from us.
- You will receive all communications from us electronically, including bills, price changes and other information about your account, or notices we need to send you under this contract or our supply licence. We may send this information to you via Your Account or your nominated email address.
- You will provide all meter readings using Your Account only.
- You will manage your Direct Debit using email/web chat only.
- You will receive bills from us through Your Account.
- You will request any refunds using email/web chat only.
- You will update or change your personal details using email/web chat only.
- You will renew or cancel your contract using email/web chat only.
- You will use Your Account, email or web chat only to find out information about your account (including tariff and rate information, statements, charges and usage).
- You will manage all aspects of your account by either using Your Account, email or web chat, not via post or the phone which should be used as a last resort or in the case of making one off payments.

1. Moving House

13.1 If you're moving house you must inform us on the date you are moving and provide us with a meter reading. You must also provide us details of the new occupier or whoever is

responsible for the property (e.g. estate agent) after you move. If you do not do this, your contract end date with us will be affected.

13.2 If you've told us you're moving, you are responsible for paying all charges incurred up to and including the day you move out. If you haven't told us you're moving, you're responsible for paying all charges incurred until someone else takes responsibility for the supply.

13.3 You must give us your final meter reading(s) and your new address so we can send you a final bill. If you don't provide your final meter reading(s) we will use the new occupant's reading or an estimate to generate your final bill.

13.4 If you ask us to provide a supply at your new home, we'll set up a new contract for your new property. Your old account will be closed as soon as any outstanding balance is paid or the balance may be transferred to your new account. It will take 21 days from you notifying us you want us to supply your new property.

13.5 If you're switching to a new supplier you must give your new supplier an opening read on the correct date otherwise this read will be estimated resulting in your final read with us also being estimated. This is out of our control and only you can ensure this does not happen.

13.6 If you cancel your Direct Debit, we can end your contract early at our discretion.

13.7 If you're switching away from us for any reason, we reserve the right to object to your switch if you have any outstanding unpaid bills which are 28 days old or more. If we lift our objection, your new supplier will have to re-apply to switch you again.

13.8 This section shall survive termination of your contract.

1. Changes To Your Contract

14.1 We reserve the right to change your contract at any time and will provide the relevant advance notice where applicable according to our licence conditions.

14.2 Please be aware that none of following constitutes a disadvantageous change however this list is not exhaustive and is merely illustrative:

- Changing your payment method.
- Increasing additional charges.
- Moving you automatically onto a variable tariff.
- Changing or withdrawing any benefits in accordance with this contract.
- Increasing the VAT you pay.
- Making changes to the contract if we are required by Ofgem's rules to make them.
- Making any change which we are permitted to and which is within our remit to decide to make.

14.3 If you ask us, we can add another person to your contract so that they can administer your account on your behalf, we will always need your authorisation. 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.

1. Disconnecting The Supply

15.1 We can suspend or disconnect the supply if you haven't paid your bill on time, and we will restart it as soon as possible once the bill has been paid. We may also disconnect the supply if we have no contact from you in relation to paying for your energy.

15.2 If we have had to suspend or disconnect the supply, we can ask for a security deposit before we restart or reconnect it.

15.3 You must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for restarting or reconnecting it.

15.4 We reserve the right to terminate this contract if we believe that you are behaving inappropriately or in violation of applicable laws or regulations; for example if you are verbally abusive or behave offensively towards our staff.

1. Our Liability

16.1 This contract doesn't exclude any liability that we aren't allowed to exclude by law.

16.2 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.

16.3 We aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this contract at the time (consequential losses).

16.4 We cannot be held liable for any loss or damage resulting from circumstances out of our control or relating to the actions of a third party.

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

16.6 We can't guarantee that the supply will be uninterrupted and cannot be held liable for this.

1. Using Personal Information

You agree that we can use your personal information and data in accordance with our privacy policy, which you can find here <https://www.foxgloveenergy.co.uk/our-policies/privacy-policy/>

1. Digital and Personal Security

18.1 We will only ever visit by appointment with customers, and we will never show up without having verified a suitable time with the account holder first (unless it is in regards to debt collection action).

18.2 We do not and will never have sales agents working door-to-door without a scheduled appointment. If anybody knocks on your door claiming to be a representative, please turn them away and call us on 0800 103 2769 to verify their identity.

18.3 Please keep all personal information to yourself, including online user information which you should not write down or share with anybody.

18.4 If you think someone might know your password, change it straight away online or through one of our customer representatives. We can give you a temporary password which you should then change via your online portal.

1. Emergencies & Safety

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

19.2 If you have an electricity emergency, you must report it to your local electricity distributor – their contact details can be found

here: <http://www.energynetworks.org/info/faqs/who-is-my-network-operator.html>

19.3 You mustn't use the supply in any way that endangers people or property, or that could interrupt the supply of any other property.

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

20. Our Complaints Procedure

You can submit a complaint by:

Emailing us at hello@foxgloveenergy.co.uk

Using our online web chat <https://www.foxgloveenergy.co.uk/>

You can view our full complaints procedure here: <https://www.foxgloveenergy.co.uk/our-policies/our-complaints-handling-policy/>

21. National Terms Of Connection

Your supplier is 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, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF.

You can also phone 0207 706 5137, or see the website at <http://www.connectionterms.org.uk/>

22. Other Conditions

22.1 We can transfer any of our rights or obligations under this contract without your permission. However, you must not transfer your rights or obligations under this contract to anyone without our permission.

22.2 If we are unable to continue supplying our customers, Ofgem may give a "Last Resort Supply Direction". This means that you could be transferred to another supplier. Equally you may be transferred to us in this way also.

22.3 If we need to give you a notice in connection with this contract, we may use the postal address and/or email address you have given us most recently. If we post a notice to you, it will be assumed to have been delivered two working days after it was posted. If we deliver a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).

22.4 These terms and conditions make up the entire contract between you and us.

22.5 Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.

22.6 If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

22.7 This contract is governed by the laws of England only. If there is any dispute between us, it will be dealt with by the courts of England only.

22.8 You must gain written permission from us before using any of our brand features including but not limited to our logos, brand colours, fonts and supergraphics.

We updated our Terms and Conditions on 18th June 2019, it is your responsibility to read the terms and conditions regularly to make sure you are aware of any changes.